

NARCOTICS INTERDICTION TASK FORCE

MEMORANDUM OF UNDERSTANDING

WHEREAS, the below subscribed law enforcement agencies have joined together in a multijurisdictional Narcotics Interdiction Task Force (hereinafter referred to as the “Task Force”) intended to combat narcotics and currency smuggling and related criminal violations and to disrupt organizations engaging in such activity through coordinated and long-term investigative, forfeiture, and prosecution efforts; and

WHEREAS, the undersigned agencies agree to utilize applicable state and federal laws to prosecute criminal and civil forfeiture actions against identified violators, as appropriate; and

WHEREAS, the MOU formalizes relationships between and among the Participating Agencies in order to foster an efficient and cohesive unit capable of addressing narcotics and currency smuggling within South Florida; and

WHEREAS, the undersigned agencies have the authority under Part 1, Chapter 23, Florida Statutes, "the Florida Mutual Aid Act," to enter into a voluntary cooperation agreement for cooperation and assistance of a routine law enforcement nature that crosses jurisdictional lines; and

NOW THEREFORE, the parties agree as follows:

Each of the undersigned law enforcement agencies approve, authorize and enter into this Agreement at the request of the Broward Sheriff's Office (“BSO”) to implement within the jurisdictional and other limits as noted herein the Task Force for the purposes and goals indicated.

Parties To This Agreement (“participating agencies” or “agency”):

- The Broward Sheriff's Office
- The City of Plantation Police Department,
- The City of Margate Police Department,
- The City of Coral Springs Police Department,
- The City of Fort Lauderdale Police Department,

A party other than those listed above may, at the request of the Task Force supervisor, enter into this Agreement as evidenced by its signing of this Agreement. Any party may cancel its participation in this Agreement upon delivery of written notice of cancellation to the BSO Task Force supervisor, who shall notify other participating parties of the cancellation.

NATURE OF LAW ENFORCEMENT ASSISTANCE AND VOLUNTARY COOPERATION TO BE RENDERED:

1. The Task Force is to effect dedicated and intensive investigative, preventative, and general law enforcement efforts primarily with regard to identify and target for prosecution, individuals and/or

organizations involved in narcotics/currency smuggling. NITF will enhance the effectiveness of federal, state, and local law enforcement resources through a well-coordinated initiative seeking the most effective investigative and prosecutive avenues by which to convict and incarcerate offenders. ("Task Force operations"). The principal goal of the Task Force shall be the coordinated investigation of, and successful prosecution of perpetrators of such crimes.

2. The Parties to this Agreement are contributing personnel ("Task Force member" or "member") and/or resources in support of the Task Force efforts, with the operations of the Task Force being coordinated by the BSO and other Task Force members. All participating agencies will provide resource contributions and operate within the operational parameters related to Task Force operations.

EXTENSION OF PARTICIPANTS' JURISDICTION; COMMAND AND SUPERVISORY RESPONSIBILITY; NOTIFICATION REQUIREMENTS

1. Task Force members operating outside their normal jurisdictions recognize that their extra-territorial powers and authority are, unless otherwise supported by law, derived by and through this Agreement. Activities shall be considered authorized and under the authority of this Agreement when the activities have been approved and are under the overall direction of a BSO supervisor or their designee assigned to the Task Force. No extension of jurisdiction or authority is granted solely by reason of this Agreement for law enforcement activities unless they are approved and supervised as provided herein and are related to Task Force operations, or have been encountered directly incident to an approved and supervised Task Force operation.

2. a. A participating agency can work other narcotics and currency smuggling investigations outside investigations handled under this Agreement and through the Task Force only upon approval by BSO, which shall not be unreasonably denied. Absent such specific approval, all participating agencies agree to utilize the Task Force as the exclusive means to engage in state or local investigations of all such cases conducted by their agency personnel other than investigations conducted as part of a federally-directed joint operation.

Notwithstanding the above, an agency encountering narcotics or currency smuggling incidental to another investigation may initially continue its investigative efforts until such time as the Task Force accepts the investigation or approval for the agency to work the case outside the Task Force is granted. Such decision should be made within ten days of the request. If BSO declines to include a particular state or local investigation within its operations, a Task Force participating agency will be free to independently pursue the investigation within the parameters of law. Any such independent investigation will be outside the scope of the Agreement and will not benefit from the extension of jurisdiction conferred by this Agreement.

Investigative Exclusivity: Task Force Members will not knowingly conduct investigations which do not involve narcotics and currency smuggling.

b. Any Task Force participating agency that becomes aware of an investigation in violation of the limits imposed by section 2a, above, shall immediately report it to the BSO Task Force supervisor.

Violation of the commitment under this clause may result in suspension or dismissal from the Task Force.

5. The BSO Task Force supervisor shall have plenary supervisory authority over Task Force planning and direction. The BSO supervisor shall assure that the Task Force remains dedicated to its mission and primary goal of stopping illegal narcotic and currency smuggling.

6. Each participating agency shall contribute personnel and/or resources to the Task Force in such numbers as are agreed to by the participating agency and the BSO Task Force supervisor. Participating agencies shall assign personnel to the Task Force based upon their investigative experience and the operational needs of the Task Force. Final acceptance of personnel assigned to the Task Force shall rest with the BSO Task Force supervisor. Task Force members must complete any training which is deemed mandatory by the Broward Sheriff's Office Strategic Investigations Division. Task Force members may be issued vehicles by the Task Force. Such training shall be provided to Task Force members at the Broward Sheriff's Office sole cost and expense.

7. The BSO Task Force supervisor shall regularly receive performance reports to review whether resource contributions of participating agencies and funding are adequate to assure Task Force efforts are effective. The BSO Task Force supervisor will also review and approve the Task Force's annual operational budget and administrative expenses and financial status report.

8. Any Task Force member participating in Task Force operations shall promptly report to any Task Force supervisor any suspected unauthorized, unreported, undocumented, or unsupervised investigative or enforcement activity of Task Force personnel.

9. If a conflict arises between an order or direction provided by a Task Force assigned supervisor or designated leader and a Task Force member's employing Agency's rules, standards, or policies, the conflict shall be promptly reported to the supervisor or leader when circumstances safely allow a concern to be raised. The supervisor or team leader, in conjunction with available members of the Task Force as may be necessary, shall attempt to resolve the conflict in a manner to allow the Task Force operation to continue appropriately. No Task Force member shall be required to knowingly violate the policy of his or her employing agency while participating in Task Force operations.

10. The Parties to this Agreement may, by a written agreement signed by the Parties, identify or further define particular guidelines, policies, or procedures to be utilized by members of the Task Force when engaged in Task Force operations, provided that all such guidelines, policies and procedures are consistent with Florida law and Florida or federal forfeiture guidelines and the terms of this Agreement.

PROCEDURE FOR REQUESTING AND AUTHORIZING ASSISTANCE

Task Force members conducting Task Force operations shall be empowered to render enforcement assistance and take enforcement action in accordance with the law and the terms of this Agreement. Execution of this Agreement and continued participation by BSO and one or more participating agencies shall constitute a general reciprocal, continuing request for and granting of assistance

between the Task Force members which shall be considered authorized in accordance with the provisions of this Agreement. No additional or specific formal request for assistance is required.

ASSET FORFEITURE PROCEEDINGS

1. The BSO Task Force supervisor, in consultation with the Task Force members, shall be responsible for determining whether asset forfeiture proceedings for property seized by the Task Force will be initiated in state or federal court. Forfeiture actions under Chapter 932, Florida Statutes, shall be governed by the terms of this Agreement. Proceeds from a forfeiture action resulting from Task Force operations, which is initiated in federal court shall be distributed to each participating agency based on its proportionate share as calculated under the terms of this Agreement, unless otherwise required by law.

2. State law forfeiture actions under Chapter 932, Florida Statutes, shall be filed on behalf of all participating agencies, but shall be initiated and managed by BSO. BSO shall act based upon the best interests of the participating agencies and public relating to state law forfeiture actions under Chapter 932 .

3. A final judgment granting forfeiture of property seized by the Task Force shall, pursuant to Section 932.7055(7), Florida Statutes, provide for the equitable distribution of all forfeited property among the participating agencies and Task Force in accordance with this Agreement.

FORFEITURE PROCEEDS

4. The Task Force members, shall determine whether forfeited property, other than currency, which is awarded to the Task Force, will be liquidated pursuant to Section 932.7055(1)(b), Florida Statutes, or retained for use by the Task Force pursuant to Section 932.7055(1)(a), Florida Statutes.

5. From proceeds awarded to the Task Force, which result from the forfeiture of currency and liquidation of forfeited property, costs and liens shall be paid pursuant to Section 932.7055(4), Florida Statutes, which payments shall include the reimbursement of any litigation costs advanced by a participating agency to the Task Force for the forfeiture proceeding. Of the remaining proceeds:

A) From the awarded funds, the participating agencies will receive the following:

The Broward County Sheriff's Office – twenty percent (20%) for Task Force operational expenses

The Broward County Sheriff's Office – forty percent (40%)

The Plantation Police Department – eight percent (8%),

The City of Margate Police Department – eight percent (8%)

The City of Coral Springs Police Department – eight percent (8%)

The City of Fort Lauderdale Police Department – eight percent (8%)

Broward County Sheriff's Office - Fort Lauderdale-Hollywood International Airport district – eight percent (8%) {Broward County – FLL airport is entitled to its share for seizures occurring after June 21, 2021}.

Each participating agency will be required to submit their own request (i.e. DAG form) for their respective share of awarded federal funds.

6. BSO shall be designated as the Fiscal Administrator of the Operational Funds and shall maintain a separate accounting for such funds.

a) Appropriation Requests – The Fiscal Administrator, on behalf of the Task Force, shall request appropriations of the Operational Funds in accordance with Section 932.7055(5), Florida Statutes, for the purpose of Task Force operations, as permitted by law. Any appropriation of the Operational Funds shall be deposited into a separate account maintained by BSO's Finance Department. The Operational Funds placed in this separate account shall only be used for those purposes designated within the request for appropriation. The participating agencies agree that all disbursements from this account must be approved by the Task Force supervisor and two (2) authorized representatives of the Fiscal Administrator: BSO's Strategic Investigations Captain and BSO's Finance Director.

b) Accounting – At the end of Broward County's fiscal year on September 30th, the Fiscal Administrator shall perform an accounting of the Operational Funds, which shall include, but is not limited to, an accounting of all receipts, disbursements, and interest accrued on such funds. The Fiscal Administrator shall provide such accounting to each participating agency.

c) Withdrawal – The participating agencies hereby acknowledge and agree that the Fiscal Administrator's responsibilities shall terminate upon the BSO's termination of this Agreement or withdrawal from the Task Force.

7. Each participating agency is entitled to its proportionate share of the awarded funds under Paragraph 5.

a) The participating agencies agree that if a non-participating agency provides material assistance in an investigation in which proceeds are awarded to the Task Force, that such non-participating agency may receive a share of such proceeds.

b) The determination as to whether a non-participating agency provided material assistance is within the sole discretion of the Task Force supervisor.

c) The participating agencies shall receive their proportionate share based upon the proceeds remaining after deducting the amount of the proceeds shared with the non-participating agency.

8. If forfeited property retained for Task Force use is subsequently liquidated, the proceeds of such liquidation shall be distributed among the participating agencies at the time of the seizure based upon the proportionate share calculation set forth in Paragraph 5.

9. Upon the withdrawal of the BSO from participation in this Agreement or upon termination of this Agreement, all non-disbursed and unencumbered "Operational Funds" and any proceeds from the forfeiture of property seized by the Task Force, which accrue on or after the date of such withdrawal or termination, shall be divided among the participating agencies in equal amounts, based on their participation at the time of the seizure.

10. Amounts due to each participating agency under this Agreement shall be made payable to the participating agency's trust fund established for the receipt of such proceeds.

COMPLAINTS AGAINST TASK FORCE MEMBERS:

1. Each person assigned to the Task Force shall promptly report any suspected criminal activity or violation of rule or policy of any other member of the Task Force or any person with whom the Task Force is conducting business.

2. Whenever a complaint has been lodged as a result of Task Force operations, a designee of the Broward County Sheriff's Office shall ascertain at a minimum: the identity(ies) of the complainant(s) and an address where the complainant(s) may be contacted, the nature of the complaint any supporting evidence or facts as may be available, including the names and addresses of witnesses to that which has been complained about, the identity(ies) of the Task Force participant(s) accused and the employing Agency(ies) of the participant(s) accused.

3. BSO will promptly provide to each affected participating agency or other employing law enforcement agency the above information for administrative review and investigation, if necessary. Each affected participating agency shall, upon completion of said review or upon a notice of discipline or proposed notice of discipline shall promptly notify BSO of its findings and any actions taken. All participating agencies agree to cooperate with the other for any internal investigation as a result of Task Force operations.

POWERS, PRIVILEGES, IMMUNITIES, COSTS, LIABILITY AND RELATED ISSUES; TASK FORCE SUPPORT CONSIDERATIONS:

Each Party engaging in any mutual cooperation and assistance pursuant to this Agreement agrees to assume its own liability and responsibility for the acts, omission, or conduct of such Party's own employees while such employees are engaged in rendering such aid, cooperation and assistance pursuant to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable. All Task Force members remain ultimately accountable to their respective employing agencies. In turn, each employing agency remains responsible for such employees and assumes any liability for the actions of its employees while assigned to the Task Force. Each agency is individually responsible for securing supplemental insurance as may be desired to cover potential

losses or liabilities associated with Task Force operations. The participating agencies of the Task Force hereby agree to the extent permitted by law to indemnify from any liability and hold harmless the other participating agencies of the Task Force for any negligent acts or negligent omissions committed by their respective personnel while acting within the scope of their employment. Each participating agency of the Task Force hereby agree to secure or otherwise maintain its own automobile liability insurance or maintain a self-insuring fund for the term of this Agreement in the amounts determined by each participating agency to adequately insure each participant's liability derived from the use of the leased or rental vehicles assumed herein, but in no event shall such coverage be less than the amount of statutory waiver of sovereign immunity. Each Party to this Agreement agrees to furnish necessary personnel, property, police equipment, vehicles, resources and facilities to render services to each other Party to this Agreement in order to effect the purposes of the Task Force and agrees to bear the cost of loss or damage to its equipment, vehicles, or property so provided. Parties understand and agree that they will be responsible for their own liability and bear their own costs with regard to their property and resources, or personnel expenses incurred by reason of death, injury or incidents giving rise to liability. This provision shall not preclude, as otherwise authorized herein, the purchase of administrative support property or resources. Nothing herein shall be construed or otherwise deemed to be a waiver of sovereign immunity or the limits provided for in Section 768.28, Florida Statutes by any Party to this Agreement.

Each participating agency furnishing aid pursuant to this Agreement shall compensate its employees during the time such aid is rendered and shall defray the actual expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. The privileges and immunities from liability, exemption from laws, ordinances, and rules, and all pension, insurance, relief, disability, workers' compensation, salary (including overtime compensation or compensatory time), death and other benefits that apply to the activity of an employee of an Agency when performing the employee's duties within the territorial limits of the employee's Agency shall apply to the employee to the same degree, manner, and extent while such employee acts under this Agreement. If the NITF supervisor authorizes overtime for the other agency participants, BSO shall reimburse the Participating Agencies for their overtime costs. This provision shall not preclude payment by a Party of compensation (including overtime compensation) to the Party's officers, agents, analysts, or other personnel assigned to the Task Force, if allowed by Florida or federal law and applicable state or federal guidelines, through the use of legally vested Task Force funds if the Party has obtained the necessary approval and authorization for such payment from the Party's governing commission or (if a state agency) the Legislature. The privileges and immunities from liability, exemption from laws, ordinances, and rules, and pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this Agreement. Each participating Party shall bear its own liability arising from acts undertaken under the Agreement except as may be otherwise

allowed under Chapter 23, Florida Statutes, and any agreement by a participant to the contrary is void.

COPY TO EACH PARTICIPATING TASK FORCE MEMBER:

When this Agreement is fully executed, a copy shall be provided to each participating agency and each Task Force member so that each member may be fully aware of the powers, limitations, and expectations applicable to Task Force members and operations.

***TERM AND EFFECT OF AGREEMENT; OBLIGATION TO TIMELY RATIFY;
MEANS OF CANCELLATION; AUTOMATIC EXTENSION; INTERIM
CLARIFICATIONS OR MODIFICATIONS:***

1. This Agreement shall be effective as to the executing Parties upon execution by the Broward County Sheriff's Office and at least one other participating agency. As each additional participating agency executes this Agreement, it shall be effective as to the newly executing participating agency. Upon execution, this Agreement supersedes previous versions of the Narcotics Interdiction Task Force Agreement that may have been in effect. Failure by a participating agency to secure a timely execution of this Agreement will result in that participating agency's participation in the Task Force being suspended until such time as that Party executes the Agreement.
2. This Agreement shall remain in full force as to all participating agencies unless terminated, in writing, by the Broward County Sheriff's Office as to all or individual participating agencies, or as terminated, in writing, by an individual agency as it relates to their involvement in the Task Force. This term of this Agreement may be extended in a writing signed by the participating agencies desiring an extension of the term.
3. The terms of this Agreement may be clarified or modified, consistent with state and federal law and guidelines, by amendments to the Agreement signed by the participating agencies. Any such amendment shall incorporate by reference this Agreement, and shall become a part of this Agreement.
4. This Agreement may be duplicated for dissemination to all Parties, and such duplicates shall be of the same force and effect as the original. Execution of this Agreement may be signified by properly signing with wet ink or electronically a separate signature page, the original of which shall be returned to the attention of:

Office of the General Counsel
Broward County Sheriff's Office
2601 W. Broward Blvd
Fort Lauderdale, FL 33312

Upon receipt, originals will be maintained by BSO. Any and all amendments or terminations shall be sent to BSO at the same address.

5. By signing the agreement, the signatory represents that they are fully authorized to enter into this Agreement, and that the participating agency for which the signatory is signing accepts the terms, responsibilities, obligations, and limitations of this Agreement, and agrees to bind their participating agency thereto to the fullest extent allowed by law.

(The remainder of this page intentionally left blank.)

NARCOTICS INTERDICTION TASK FORCE

MEMORANDUM OF UNDERSTANDING

IN WITNESS WHEREOF, the parties execute this instrument on the date(s) shown below:

Gregory Tony, as Sheriff of Broward County

Gregory Tony, Sheriff

Date

Approved as to form and legal sufficiency
subject to execution by the parties:

By: _____
Terrence O. Lynch, General Counsel

NARCOTICS INTERDICTION TASK FORCE
MEMORANDUM OF UNDERSTANDING
AGENCY APPROVAL

IN WITNESS WHEREOF, the parties execute this instrument on the date(s) shown below:

PARTICIPATING AGENCY

By: _____

Name and Title

Date: _____

Approved as to form and legal sufficiency
subject to execution by the parties:

By: _____

Address for notice under this Agreement:

CITY OF MARGATE

Tommy Ruzzano, Mayor

____ day of _____, 2024

Cale Curtis, City Manager

____ day of _____, 2024

ATTEST:

APPROVED AS TO FORM:

Jennifer M. Johnson, City Clerk

____ day of _____, 2024

David N. Tolces, City Attorney

____ day of _____, 2024