

THIRD AMENDMENT TO THE
NARCOTICS INTERDICTION TASK FORCE
MEMORANDUM OF UNDERSTANDING

WHEREAS, the below subscribed law enforcement agencies have joined together in a multijurisdictional Task Force (hereinafter referred to as the Task Force) intended to combat illegal drug trafficking 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 are desirous of amending the Agreement to clarify the equitable sharing of Federal forfeiture funds; and

NOW THEREFORE, the parties agree as follows:

Each of the undersigned law enforcement agencies approve, authorize and enter into this Third Amendment to the Agreement.

1. The foregoing recitations are true and correct and are incorporated by reference.
2. Federal regulations concerning equitable sharing were changed effective July 23, 2018.
3. The Parties previously agreed that the Broward Sheriff's Office be designated as the administrative lead agency for the Task Force. As such, twenty percent of all currency seized by the NITF pursuant to the MOU and subsequently awarded to the NITF (hereinafter "Operational Funds" shall be deposited into the BSO Law Enforcement Trust Fund, and that BSO shall be designated as Fiscal Administrator of such funds. BSO shall maintain a separate accounting of any operational funds maintained in the BSO Law Enforcement Trust Fund. Eighty percent (80%) shall be distributed among the participating agencies according to each participating agency's proportionate share.
4. The Agreement provided that the participating agencies would receive a share of the award.
5. In compliance with federal guidelines, this Amendment is intended to quantify the shares into a numerical percentage. Nothing in this Amendment is intended to increase or decrease the current share of awarded funds that the Participating Agencies receive.

6. From 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%)

The Broward County Sheriff's Office as fiscal administrator for the Money Laundering Task Force – eight percent (8%)

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

8. Except as modified herein, all remaining items and conditions of the Agreement shall remain in full force and effect.

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**THIRD AMENDMENT TO THE NARCOTICS INTERDICTION
TASK FORCE MEMORANDUM OF UNDERSTANDING**

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

SCOTT J. ISRAEL, as Sheriff of Broward County

Scott J. Israel, Sheriff

Date

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

By: _____
Ronald M. Gunzburger, General Counsel

**THIRD AMENDMENT TO THE NARCOTICS INTERDICTION
TASK FORCE MEMORANDUM OF UNDERSTANDING**

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

APPROVED AS TO FORM

CITY OF CORAL SPRINGS

By: _____

Andrew Dunkiel

Assistant City Attorney

By: _____

Clyde H. Parry, Chief of Police

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, did personally appear Clyde H. Parry, Chief of Police for the City of Coral Springs, a municipal corporation of Florida, and acknowledged he executed the foregoing Agreement as the proper official of the City of Coral Springs and the same is the act and deed of the City of Coral Springs.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at the City of Coral Springs, in the State and County aforesaid on this, the ____ day of _____, 2018.

(SEAL)

NOTARY PUBLIC

My Commission Expires:

**THIRD AMENDMENT TO THE NARCOTICS INTERDICTION
TASK FORCE MEMORANDUM OF UNDERSTANDING**

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

CITY OF MARGATE, FLORIDA

By: _____

Arlene R. Schwartz, Mayor

By: _____

Samuel A. May, City Manager

ATTEST:

Joseph J. Kavanagh, MMC, City Clerk

Approved as to form and legal sufficiency for
the use of and reliance by the City of
Miramar only:

By: _____

James A. Cherof

City Attorney

**THIRD AMENDMENT TO THE NARCOTICS INTERDICTION
TASK FORCE MEMORANDUM OF UNDERSTANDING**

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

APPROVED AS TO FORM

CITY OF PLANTATION

By: _____

Melissa Zelniker-Presser
Police Legal Adviser

By: _____

W. Howard Harrison, Chief of Police

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, did personally appear W. Howard Harrison, Chief of Police for the City of Plantation, a municipal corporation of Florida, and acknowledged he executed the foregoing Agreement as the proper official of the City of Plantation and the same is the act and deed of the City of Plantation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at the City of Plantation, in the State and County aforesaid on this, the _____ day of _____, 2018.

(SEAL)

NOTARY PUBLIC

My Commission Expires:

**THIRD AMENDMENT TO THE NARCOTICS INTERDICTION
TASK FORCE MEMORANDUM OF UNDERSTANDING**

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

FORT LAUDERDALE POLICE DEPARTMENT

_____	_____
Rick Maglione, Chief of Police	Date

THE CITY OF FORT LAUDERDALE

_____	_____
Lee R. Feldman, City Manager	Date

Approved as to form and content:
Cynthia A. Everett, City Attorney

By: _____
Bradley H. Weissman, Esquire
Assistant City Attorney