

EQUITABLE SHARING MEMORANDUM OF UNDERSTANDING

Between

**DEPARTMENT OF HOMELAND SECURITY
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
HOMELAND SECURITY INVESTIGATIONS
SPECIAL AGENT IN CHARGE, MIAMI, FLORIDA**

And

**BROWARD COUNTY SHERIFF'S OFFICE, BISCAYNE PARK POLICE
DEPARTMENT, CITY OF MIAMI POLICE DEPARTMENT, CORAL GABLES
POLICE DEPARTMENT, DORAL POLICE DEPARTMENT, FLORIDA
DEPARTMENT OF LAW ENFORCEMENT, FLORIDA INTERNATIONAL
UNIVERSITY POLICE DEPARTMENT, FLORIDA NATIONAL GUARD, GOLDEN
BEACH POLICE DEPARTMENT, INDIAN CREEK POLICE DEPARTMENT, MIAMI-
DADE SHERIFF'S OFFICE, MIAMI SPRINGS POLICE DEPARTMENT,
MICCOSUKEE POLICE DEPARTMENT, MONROE COUNTY SHERIFF'S OFFICE,
NORTH MIAMI POLICE DEPARTMENT, FLORIDA STATE ATTORNEY'S OFFICE,
SUNNY ISLES BEACH POLICE DEPARTMENT, SUNRISE POLICE DEPARTMENT,
SWEETWATER POLICE DEPARTMENT, AND WEST MIAMI POLICE**

DEPARTEMENT

As participants in

EL DORADO TASK FORCE-MIAMI (EDTF-M)

1. PARTIES

The parties to this Memorandum of Understanding (MOU), Broward County Sheriff's Office (BSO), Biscayne Park Police Department (BPPD), City of Miami Police Department (MPD), Coral Gables Police Department (CGPD), Doral Police Department (DPD), Florida Department of Law Enforcement (FDLE), Florida International University Police Department (FIUPD), Florida National Guard (FLNG), Golden Beach Police Department (GBPD), Indian Creek Police Department (ICPD), Miami-Dade Sheriff's Office (MDSO), Miami Springs Police Department (MSPD), Miccosukee Police Department (MKPD), Monroe County Sheriff's Office (MCSO), North Miami Police Department (NMPD), Florida State Attorney's Office (SAO), Sunny Isles Beach Police Department (SIPD), Sunrise Police Department (SPD) and Sweetwater Police Department (SWPD), West Miami Police Department (WMPD) are participating agencies in the El Dorado Task Force - Miami Task Force (EDTF-M), sponsored by the Department of Homeland Security (DHS), U.S. Immigration and Customs Enforcement (ICE), Homeland Security Investigations (HSI), Special Agent in Charge (SAC), Miami, Florida (HSI Miami).

2. AUTHORITIES

Homeland Security Act of 2002, Pub. L. 107-298, 116 Stat. 2135, and relevant directives and delegation orders.

Nothing in this MOU is intended to conflict with current law, regulation, or policy. Further, nothing in this MOU is intended to restrict the authority of any party to act as provided by law or regulation, or to restrict any agency from enforcing any laws within its authority or jurisdiction. If any term of this MOU is inconsistent with law, regulation, or other authority, then that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.

3. PURPOSE

a. Mission and Role

The mission of asset forfeiture is to disrupt criminal enterprises and remove the instrumentalities and proceeds of crime. Potential revenue must not be allowed to jeopardize the effective investigation and prosecution of criminal offenses, officer safety, the integrity of ongoing investigations, or the due process rights of citizens. Whenever possible, assets seized by members of the EDTF-M will be processed for federal forfeiture.

The EDTF-M will leverage resources from a highly trained cadre of professionals from federal, state, local and tribal law enforcement agencies with a financial crime and anti-money laundering mandate in South Florida. By pursuing joint investigations and sharing valuable intelligence, the EDTF-M will reduce duplicity and enhance effectiveness of law enforcement efforts to investigate financial crime and money laundering. The EDTF-M will also develop prosecutorial partnerships to apply the full extent of the law and ensure successful prosecutions. The overall goal of this multi-agency task force is to disrupt and dismantle transnational criminal organizations (TCOs) that exploit our nation's financial infrastructure.

The following are the participants of the EDTF-M:

HSI-Miami

Broward County Sheriff's Office (BSO)

Biscayne Park Police Department (BPPD)

City of Miami Police Department (MPD)

Coral Gables Police Department (CGPD)

Doral Police Department (DPD)

Florida Department of Law Enforcement (FDLE)

Florida International University Police Department (FIUPD)

Florida National Guard (FLNG)

Golden Beach Police Department (GBPD)

Indian Creek Police Department (ICPD)

Miami-Dade Sheriff's Office (MDSO)

Miami Springs Police Department (MSPD)

Miccosukee Police Department (MKPD)

Monroe County Sheriff's Office (MCSO)

North Miami Police Department (NMPD)

Florida State Attorney's Office (SAO)

Sunny Isles Beach Police Department (SIPD)

Sunrise Police Department (SPD)

Sweetwater Police Department (SWPD)

West Miami Police Department (WMPD)

It is understood any member, who is also a member of another MOU, only receive a share under one MOU. Therefore, for any one seizure, their contribution may not be counted in both MOUs for equitable sharing purposes.

4. OVERSIGHT AND LEADERSHIP

The EDTF-M will be directed by the HSI Miami Special Agent in Charge (SAC) or their designee.

5. RESPONSIBILITIES

a. Jurisdiction

All participating agencies will maintain the jurisdictional authority of their respective geographical and subject-matter areas. It is understood that all participating agencies will support and aid other members of EDTF-M regardless of the geographical and jurisdictional areas in which they normally operate provided they have jurisdictional authority to act. Some investigations and enforcement actions may require members of EDTF-M to travel to other jurisdictions, which shall require the approval of their parent agency. Additionally, EDTF-M members that are cross-designated as Title 19 Task Force Officers (TFOs) with federal Customs Officer authority, will follow HSI Directives and instructions when utilizing

enforcement authority conveyed by HSI and will not operate outside the policies and practices of the participating agency.

Any participating agency may bring investigative leads, sources of information, investigations, or missions for EDTF-M to evaluate and pursue. The EDTF-M will maintain the discretion to assist based on its standing priorities as established by the EDTF-M and based on the workload and resources available.

The EDTF-M participating agencies acknowledge that HSI Miami, as part of the United States government, is bound by federal laws including the Federal Tort Claims Act (FTCA), 28 U.S.C. §§ 1346(b), 2401(b), and 2671-80, and the Anti-Deficiency Act, 31 U.S.C. § 1341. HSI Miami is effectively “self-insured” under the FTCA, which provides that the United States may be sued for damage to or loss of property, personal injury, or death caused by the negligent or wrongful acts or omissions of HSI EDTF-M’s employees while those employees are acting within the scope of their offices or employment. If EDTF-M personnel or participating agencies suffer damage to or loss of property, personal injury, or death caused by the negligent or wrongful acts or omissions of their employees while those employees are acting within the scope of their offices or employment and wish to submit a claim under the FTCA, they or their estate will contact HSI Miami for information on how to do so.

b. Personnel

Each agency will be responsible for the salaries, benefits, vacation, sick leave, vehicles, and other compensation of their respective personnel dedicated to the EDTF-M. Overtime accrued by personnel assigned to the EDTF-M from participating agencies may be reimbursed as described in Part 5(c).

Each participating agency’s personnel shall also continue to remain accountable to his or her employing agency within the policies and procedures of that agency. While personnel will serve under the direct daily control of the EDTF-M, they remain under the legal, administrative and disciplinary purview of their parent agency and parent agency supervision. Participating agency personnel assigned to the EDTF-M will abide by and adhere to all policies and procedures regarding conduct promulgated by their respective parent agencies.

c. Overtime Reimbursement

As in the past, HSI Miami may reimburse overtime for those assigned to the EDTF-M in accordance with the provisions of the Treasury Executive Office for Asset Forfeiture (TEOAF) Directive 18 State and Local Overtime Reimbursement Program (SLOT). Overtime reimbursement requires the HSI Miami SAC to execute a separate MOU, which is currently on file for Broward County Sheriff’s Office, Biscayne Park Police Department, City of Miami Police Department, Coral Gables Police Department, Doral Police Department, Florida Department of Law Enforcement, Florida International University Police Department, Florida National Guard, Golden Beach Police Department, Indian Creek Police Department, Miami-

Dade Sheriff's Office, Miami Springs Police Department, Miccosukee Police Department, Monroe County Sheriff's Office, North Miami Police Department, Florida State Attorney's Office, Sunny Isles Beach Police Department, Sunrise Police Department Sweetwater Police Department, and West Miami Police Department for the Reimbursement of Joint Operations Expenses from the Treasury Forfeiture Fund (TFF) with the participating parent agency and would also be subject to the availability of TFF monies.

Any reimbursements through the SLOT do not constitute federal grants to the state or local law enforcement agency partners. Overtime salaries, travel, fuel, training, equipment, and other similar costs of state and local law enforcement officers that are incurred in a joint law enforcement operation with a TFF agency can be authorized for reimbursement, subject to the availability of funds.

d. Data Management

The EDTF-M will provide a detailed briefing and summary of active cases, accomplishments, and significant activities to participating agencies as necessary to meet an individual agency's reporting requirements. All reporting requirements will be inputted utilizing the HSI case management system (JCM and SEACATS), that each assigned special agent and task force officer have access to. Reports will be inputted on each interdiction within the required time frames as outlined by HSI policy.

Information that is provided to and maintained by federal agencies will become records for the Privacy Act (5 U.S.C. § 552a) and Freedom of Information Act (5 U.S.C. § 552). No participating agency will disclose another participating agency's records or any other information that is privileged or confidential, law enforcement sensitive or otherwise prohibited from disclosure by law, regulation, or policy, without the prior permission of the originating agency.

This includes data collected from Financial Crimes Enforcement Network (FinCEN) anything considered and subject to Bank Secrecy Act (BSA) regulations. As the administrator of the BSA, FinCEN manages and maintains FinCEN Query as the government wide access service for exploiting BSA data in pursuit of our common mission to protect our financial system from the abuses of financial crime, terrorist financing, money laundering and other illicit activity. The EDTF-M will take appropriate steps to safeguard BSA data and to uphold the confidentiality requirements associated with suspicious activity reporting. Unauthorized disclosure or release of information collected under the BSA may result in criminal or civil sanctions.

Throughout the course of the EDTF-M investigations and enforcement activities, legal advice may be obtained from the assigned prosecutor(s) and/or participating agency counsel as required by law and policy. The parties agree to advise HSI Miami counsel and their

EDTF-M Group Supervisor of each court proceeding in which a) the validity of a participating agency's investigative, search, seizure or arrest authority becomes an issue; or b) the credibility or integrity of a participating agency employee or of EDTF-M becomes an issue.

e. Equipment

Facilities, vehicles, and equipment provided by participating agencies that are utilized in support of EDTF-M operations remain the property of the providing agency. Maintenance, replacement, and other costs associated with equipment assigned to the EDTF-M will remain the responsibility of the providing agency, unless otherwise provided for by the HSI Miami.

At the discretion of each agency and upon thirty (30) day written notice to the Task Force, or upon withdrawal of an agency from the EDTF-M, or upon dissolution of the EDTF-M, all equipment will be returned to the owning agency.

6. OPERABILITY, NEW PARTICIPANTS, AMENDMENTS AND WITHDRAWAL

a. Operability

This MOU shall become effective for two (2) years from the date of execution by the HSI Miami SAC and all the participating agencies, and it shall apply to HSI and all participating agencies who have signed this MOU without regard to the status of any other agency that may subsequently become a participating agency. The term of this MOU shall be a two (2) year term with the option to renew for three (3) additional years or two (2) year terms upon agreement by all parties.

b. New Participants

After the effective date of this MOU, the signing of an addendum between HSI Miami and an agency will constitute the addition of a participating agency to this MOU.

An addendum shall become effective upon the signature of HSI Miami SAC and the new agency. An executed addendum shall also constitute an acceptance of the terms of the MOU and an addition of the agency to the list of participating agencies to the EDTF-M.

EDTF-M director will maintain a current list of participating agencies and personnel.

c. Amendments

All amendments to this MOU are effective upon the signature of the HSI Miami SAC and at least one other member agency and are effective upon all participating agencies upon their receipt of written notice of such amendments.

d. Withdrawal

A participating agency may withdraw from this MOU and the EDTF-M at any time, by providing thirty (30) day written notice to the appropriate HSI Miami point of contact. After an agency's withdrawal, this MOU shall continue to be effective upon all other participating agencies.

1. If a Participant Agency leaves EDTF-M
 - a. All pending sharing involving the departing agency will continue to be processed according to the agreed upon sharing percentages.
 - b. The departing agency will no longer receive any equitable sharing for new asset seizures made by the group
 - c. The sharing percentages of the group will be reallocated proportionally to the remaining agencies.
 - d. If a new agency joins the EDTF-M, a new agreement will be completed with new sharing percentages.
2. If a Participant Agency is suspended or terminated from the Equitable Sharing Program:
 - a. A suspended agency will not receive any equitable sharing for pending or new asset seizures until their status is restored.
 - b. A terminated agency will not receive any equitable sharing for pending or new asset seizures.
 - c. If an agency is terminated, the sharing percentages of the EDTF-M will be reallocated proportionally to the remaining agencies.

7. NO PRIVATE RIGHT CREATED

This MOU is an internal MOU and does not create or confer any right or benefit on any other person or party, private or public.

8. ASSET SHARING

Assets Eligible for Sharing

- a. The Participant Agencies to this agreement agree that each signatory police agency should receive an equitable share of **net proceeds** from all assets seized by the group while conducting EDTF-M operations and federally forfeited, by the US Department of Treasury. Equitable sharing decisions will comply with the Guide to Equitable Sharing for

State, Local, and Tribal Law Enforcement Agencies (March 2024) and applicable federal law, regulation, and policy.

- b. Although the *DOJ-TEOAF Joint Guide to Equitable Sharing* states that the minimum federal share is 20 percent, **HSI policy still states the minimum federal share is 30 percent**. The only deviation to this would be in the case of a federal adoptive seizure where the minimum federal share is 20 percent, as outlined in the memorandum “*Updated Federal Adoptions Policy and Equitable Sharing Guidance*,” signed by Acting EAD Derek N. Benner on August 30, 2017, or as otherwise updated or superseded.
- c. The parties to this agreement understand that federal law authorizes the Attorney General and the Secretary of the Treasury to share federally forfeited property with participating state and local law enforcement agencies. The parties understand that the exercise of this authority is discretionary and limited by statute and sharing is not required in any case. The sharing amount for each asset will bear a reasonable relationship to the degree of direct participation of each participant agency.
- d. Participant Agencies acknowledge that sharing will not be awarded in a case where victims or International Agencies have not been fully compensated. State, local, or federal government entities can be considered victims.
- e. The task force understands that in order for its member law enforcement agencies to receive shared funds, the member agency must be compliant with Program guidelines and reporting requirements. Each participant agency’s Agency Head or Governing Body Head must annually sign the member agency’s ESAC report. By signing and submitting the ESAC report, each member agency and its jurisdiction agree to abide by all policies set forth in the current *Guide to Equitable Sharing for State and Local Law Enforcement Agencies* and all subsequent updates.

Submission of the TDF-92 Form

- a. To request an equitable share, each agency must submit a TDF-92 form per U.S. Department of Treasury (TEOAF), anytime following the seizure but **no later than 45 days** following forfeiture, unless a waiver memo is submitted and granted by the federal deciding authority.

b. Pursuant to this agreement each participating police agency will receive their equitable sharing from each TDF-92 submission individually and there will be no fiduciary equitable sharing agency for the group.

HSI agrees that the forfeited assets will be shared with the below participant agencies as follows:

| | |
|--|-----|
| Broward County Sheriff's Office (BSO) | 12% |
| Biscayne Park Police Department (BPPD) | 1% |
| City of Miami Police Department (MPD) | 3% |
| Coral Gables Police Department (CGPD) | 1% |
| Doral Police Department (DPD) | 1% |
| Florida Department of Law Enforcement (FDLE) | 1% |
| Florida International University Police Department (FIUPD) | 1% |
| Florida National Guard (FLNG) | 1% |
| Golden Beach Police Department (GBPD) | 1% |
| Indian Creek Police Department (ICPD) | 1% |
| Miami-Dade Sheriff's Office (MDSO) | 1% |
| Miami Springs Police Department | 1% |
| Miccosukee Police Department (MKPD) | 1% |
| Monroe County Sheriff's Office (MCSO) | 1% |
| North Miami Police Department (NMPD) | 1% |
| Florida State Attorney's Office (SAO) | 1% |
| Sunny Isles Beach Police Department (SIPD) | 1% |
| Sunrise Police Department (SPD) | 1% |
| Sweetwater Police Department (SWPD) | 1% |
| West Miami Police Department (WMPD) | 1% |

The Participant agencies agree that the above percentages accurately reflect the degree of participation by each agency within the EDTF-M, regardless of if that agency was present on the day of the seizure or not.

HSI as the approving federal investigative agency for equitable sharing for seizures under \$1 million, has the discretion to deviate from the agreed sharing percentages based on circumstances to include but not limited to the following: outstanding participation and/or contribution by a participating agency, direct shares, amount of the seizure, participation by another law enforcement agency. HSI Miami may recommend a deviation from the base equitable sharing percentage for each agency participating in that investigation, depending on the level of each agency's contribution to the investigation.

If a non-signatory police agency makes a direct contribution to an investigation that led to the asset seizure by the EDTF-M and subsequent federal forfeiture, that agency may request an equitable share of the net proceeds of the forfeited property. The non-signatory agency's equitable share should be proportionate to its investigative contribution, as determined by its work hours and qualitative factors. In such cases, the work

hours/qualitative factors of the non-signatory agency will be compared with signatory agencies to determine the non-signatory's equitable share. After the non-signatory's share is determined, the remaining proceeds will be shared equally with the eighteen (18) state and local signatory agencies listed in section 3.

9. GENERAL PROVISIONS

1. The parties to this agreement understand that federal law authorizes the Attorney General and the Secretary of the Treasury to share federally forfeited property with participating state and local law enforcement agencies. The parties understand that the exercise of this authority is discretionary and limited by statute and sharing is not required in any case.

2. **Investigative Exclusivity:**

No unilateral action will be taken on the part of any participating agency related to EDTF-M investigations. All law enforcement operations will be deconflicted and coordinated in a cooperative manner and in accordance with HSI Miami standard operating procedures.

3. **Media:**

All media releases/conferences, to include social media postings, related to EDTF-M enforcement activity will be coordinated with task force leadership and the HSI Public Affairs Officer. Media releases/conferences will be conducted under the umbrella of the EDTF-M and in conjunction with participating members. No unilateral press releases/conferences will be made without approval of the HSI Miami Special Agent in Charge or his/her designee. In addition, no information pertaining to the EDTF-M, outside of participation, will be released to the media without approval from the HSI Miami, Special Agent in Charge or his/her designee.

4. **Effective Date and Termination Date**

- a. The term of this agreement shall be from the date of signature by representatives of the parties and shall be a two (2) year term with an automatic renew for three (3) additional years or two (2) year terms unless written notification is received by any party of the agreement. This agreement may be terminated by any of the parties with thirty (30) days advance written notice.
- b. Modifications to this MOU shall be in writing and executed by all Participant Agencies.

10. POINTS OF CONTACT

The recipients and points of contact for all required notices shall be the following:

1. Jason J. Laguna
HSI Miami
Assistant Special Agent in Charge
11226 NW 20th Street, Miami, FL 33172
(305) 597-2808
Jason.J.Laguna@hsi.dhs.gov
2. Broward County Sheriff's Office
Gregory Tony
Sheriff
2601 West Broward Boulevard, Fort Lauderdale, FL 33312
(954) 432-9000
Gregory_Tony@sheriff.org
3. Biscayne Park Police Department
Jorge Rosero
Interim Chief
600 NE 114 Street, Biscayne Park, FL 33161
(305) 899-8000
jrosero@biscayneparkpolice.org
4. City of Miami Police Department
Manuel A. Morales
Chief
400 NW 2 Avenue, Miami, FL 33128
(305) 603-6100
manuel.morales@miami-police.org
5. Coral Gables Police Department
Edward J. Hudak Jr.
Chief
2151 Salzedo Street, Coral Gables, FL 33134
(305) 460-5418
ehudak@coralgables.com
6. Doral Police Department
Edwin Lopez
Chief
6100 NW 99 Avenue, Doral, FL 33178
(786) 871-1517
edwin.lopez@doralpd.com
7. Florida Department of Law Enforcement

John Vecchio
Special Agent in Charge
1030 NW 111th Ave.
Miami, FL 33172
(305) 986-0719
JohnVecchio@fdle.state.fl.us

8. Florida International University Police Department
Alexander D. Casas
Chief
885 SW 109 Avenue, PG-5 Market Station, Miami, FL 33199
(305) 348-2626
Alexander.Casas@fiu.edu
9. Florida National Guard
MSG Cayce Parham
Counterdrug Resource Manager
5629 State Road 16 West, CBJTC, Bldg 2003
(904) 682-2611
cayce.m.parham.mil@army.mil
10. Golden Beach Police Department
Rudy Herbello
Chief
1 Golden Beach Drive, Golden Beach, FL 33160
(305) 935-0940
rherbello@goldenbeach.us
11. Indian Creek Police Department
John Bernardo
Chief
9080 Bay Drive, Indian Creek Village, FL 33154
(305) 866-2446
jbernardo@icvps.org
12. Miami-Dade Sheriff's Office
Rosanna Cordero-Stutz
Sheriff
9105 NW 25 Street, Doral, FL 33172
(305) 471-2625
rcs@mdso.com
13. Miami Springs Police Department
Matthew Castillo
Chief
201 Westward Drive, Miami Springs, FL 33166

(305) 888-9711
mcastillo@mspd.us

14. Miccosukee Police Department
Roland D. Pandolfi
Chief
10227 NW 9 Street Circle, Miami, FL 33172
(305) 219-8570
rolandp@miccosukeetribe.com
15. Monroe County Sheriff's Office
Rick Ramsay
Sheriff
5525 College Road
Key West, FL 33040
(305) 292-7003
rрамsay@keysso.net
16. North Miami Police Department
Cherise G. Gause
Chief
700 NE 124 Street, Miami, FL 33161
(305) 891-0294
cggause@northmiamipolice.com
17. Florida State Attorney's Office
Katherine Fernandez Rundle
State Attorney
1350 NW 12 Avenue, Miami, FL 33136
(305) 547-0100
katherinefernandezrundle@miamisao.com
18. Sunny Isles Beach Police Department
Edward Santiago
Chief
18070 Collins Avenue, Sunny Isles Beach, FL 33160
(305) 947-4440
esantiago@sibfl.net
19. Sunrise Police Department
Daniel J. Ransone
Chief
10440 West Oakland Park Boulevard, Sunrise, FL 33351
(954) 764-4357
DRansone@Sunrisefl.gov

20. Sweetwater Police Department
Sergio Diez
Chief
500 SW 109 Avenue, Sweetwater, FL 33174
(305) 552-9900
sdiez@cityofsweetwater.fl.gov

21. West Miami Police Department
Pedro "Pete" Delgado
Chief
901 SW 62 Avenue, West Miami, FL 33144
(305) 266-0530
delgado@westmiamipolice.org

10. SIGNATORIES

IN WITNESS WHEREOF, the Participant Agencies have caused this MOU to be executed in XXXXX, each to be considered as an original by their authorized representative, on the date affixed to the right of their signature. Each signatory warrants that he or she is authorized to bind his or her agency to this Addendum.

Jose Figueroa Date
(A)Special Agent in Charge
Homeland Security Investigations
Miami, FL

Find his or her agency to this Addendum.

Cherise G. Gause
Chief of Police
North Miami Police Department

ATTEST: City of North Miami, a Florida Municipal Corporation,

By: _____ Date: _____
Theresa Therilus, Esq.
City Manager

By: _____ Date: _____
Vanessa Joseph, Esq.
City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____ Date: _____
Jeff P. H. Cazeau, Esq.
City Attorney

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL
OF THE CITY OF NORTH MIAMI, FLORIDA,
AUTHORIZING THE CITY MANAGER TO EXECUTE THE
EQUITABLE SHARING MEMORANDUM OF
UNDERSTANDING BETWEEN THE DEPARTMENT OF
HOMELAND SECURITY, U.S. IMMIGRATION AND
CUSTOMS ENFORCEMENT, HOMELAND SECURITY
INVESTIGATIONS MIAMI, AND THE PARTICIPATING
LAW ENFORCEMENT AGENCIES OF THE EL DORADO
TASK FORCE MIAMI; PROVIDING FOR AN EFFECTIVE
DATE AND ALL OTHER PURPOSES.**

WHEREAS, the Department of Homeland Security, U.S. Immigration and Customs Enforcement, Homeland Security Investigations Miami, sponsors the El Dorado Task Force Miami, a multi-agency financial crimes and anti-money laundering task force; and

WHEREAS, the Equitable Sharing Memorandum of Understanding sets forth the authorities, responsibilities, structure, asset sharing procedures, and operational guidelines governing participation in the El Dorado Task Force Miami; and

WHEREAS, the City of North Miami Police Department is identified as a participating agency in the Task Force and is eligible for equitable sharing allocations based on participation; and

WHEREAS, participation in the Task Force provides operational benefits, coordinated enforcement opportunities, enhanced information sharing, and access to equitable sharing of federally forfeited assets; and

WHEREAS, the Mayor and City Council find that this Memorandum of Understanding is in the best interest of the City's residents and should be entered into.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

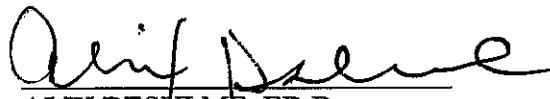
Section 1. Approval of Agreement and Joint Declaration. The Mayor and City Council of the City of North Miami, Florida, hereby approve the Memorandum of Understanding between the U.S. Department of Homeland Security, Homeland Security Investigations, and

participating agencies of the El Dorado Task Force Miami, in substantially the form attached as Exhibit 1.

Section 2. Authority of City Manager. The City Manager is hereby authorized to take all necessary actions related to the Memorandum of Understanding between the U.S. Department of Homeland Security, Homeland Security Investigations, and participating agencies of the El Dorado Task Force Miami, attached hereto as Exhibit 1.

Section 3. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a 3 - 1 vote of the Mayor and City Council of the City of North Miami, Florida, this 9th day of December, 2025.



ALIX DESULME, ED.D.
MAYOR

ATTEST:



VANESSA JOSEPH, ESQ.
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



JEFF P. H. CAZEAU, ESQ.
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Charles

Seconded by: Burns

Vote:

Mayor Alix Desulme, Ed.D.
Vice-Mayor Kassandra Timothe, MPA
Councilman Kevin A. Burns
Councilwoman Mary Estimé-Irvin
Councilman Pierre Frantz Charles, M.Ed.

| | (Yes) | (No) | Absent |
|--------------------------|-------------------------------------|-------------------------------------|--------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
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