

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2899.23**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN AND THE U.S. DEPARTMENT OF HOMELAND SECURITY "EL DORADO TASK FORCE-SOUTH; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Golden Beach, Florida (the "Town") wishes to enter into a Memorandum of Understanding (the "Agreement") with the U.S. Department of Homeland Security, Homeland Security Investigations (HSI); designating certain Golden Beach Police Officers as Homeland Security Officers and providing training to perform the duties of an HSI Officer; and

**WHEREAS**, this Agreement provides that designated HSI Officers who are performing such duties will have the authority to investigate financial crimes and money laundering cases in South Florida.; and

**WHEREAS**, the Town Council believes that it is in the best interest of the Town to enter into the Agreement.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals Adopted.** That each of the above-stated recitals is hereby adopted and confirmed.

**Section 2. Agreement Approved.** That the Agreement is hereby approved in substantially the form attached hereto as Exhibit "A," and the Mayor

is hereby authorized to execute the Agreement on behalf of the Town, once approved by the Town Attorney as to form and legal sufficiency.

**Section 3. Implementation.** That the Mayor and Town Manager are authorized to take any and all action which is necessary to implement this Resolution and the Agreement.

**Section 4. Effective Date.** That this Resolution shall become effective immediately upon adoption by the Town Council.

Sponsored by Town Administration.

The Motion to adopt the foregoing Resolution was offered by Councilmember Lusskin, seconded by Councilmember Mendal and on roll call the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Kenneth Bernstein	<u>Aye</u>
Councilmember Bernard Einstein	<u>Aye</u>
Councilmember Judy Lusskin	<u>Aye</u>
Councilmember Jaime Mendal	<u>Aye</u>

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach, Florida, this 26th day of September, 2023.

ATTEST:

  
\_\_\_\_\_  
LISSETTE PEREZ  
TOWN CLERK

  
\_\_\_\_\_  
MAYOR GLENN SINGER

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
STEPHEN J. HELFMAN  
TOWN ATTORNEY



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** September 26, 2023

**To:** Honorable Mayor Glenn Singer &  
Town Council Members

**From:** Alexander Diaz,  
Town Manager

Item Number:

7

**Subject: Resolution No. 2899.23 - Approving a Memorandum of Understanding with the U.S. Department of Homeland Security**

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### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2899.23 as presented approving a Memorandum of Understanding with the U.S. Department of Homeland Security.

### **Background:**

The Town of Golden Beach has entered into a number of mutual aid agreements which enable the Police Department to receive assistance from other agencies and to aid those agencies when requested. The attached Memorandum of Understanding (MOU) with the U.S. Department of Homeland Security (HSI) (the "Agreement") provides for certain Golden Beach Police Officers to perform the duties of an HSI Officer in order to investigate financial crimes and money laundry cases.

Specifically, the MOU allows for our detached officers to collaborate with this federal agency.

### **Fiscal Impact:**

There is no cost to the Town to participate in the Agreement.

## **MEMORANDUM OF UNDERSTANDING**

**Between the**

**U.S. DEPARTMENT OF HOMELAND SECURITY,  
HOMELAND SECURITY INVESTIGATIONS**

**And**

**PARTICIPATING AGENCIES OF THE EL DORADO TASK FORCE-SOUTH**

### **I. PREAMBLE**

The participating agencies<sup>1</sup> to this Memorandum of Understanding (MOU) understand and agree that other law enforcement agencies may be invited to join the El Dorado Task Force-South (EDTF-S) at the discretion of Homeland Security Investigations (HSI).

This MOU does not preclude interagency cooperation outside of the EDTF-S. Terms of this MOU are not binding when considering cooperation between agencies when conducting joint operations outside of the EDTF-S.

### **II. PURPOSE**

The EDTF-S was established to maximize the combined resources and expertise of law enforcement agencies to combat financial crimes and money laundering in South Florida. This MOU serves to establish the mission of the EDTF-S, and to formalize and delineate roles and responsibilities of all parties of this MOU.

### **III. MISSION**

The HSI Miami, EDTF-S will leverage resources from a highly trained cadre of professionals from federal, state, and local 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-S will reduce duplicity and enhance effectiveness of law enforcement efforts to investigate financial crime and money laundering. The EDTF-S will also develop prosecutorial partnerships to apply the full extent of the law and ensure successful outcomes of 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.

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<sup>1</sup> A participating agency is defined as an agency contributing at least 1 full-time Task Force Officer, and one which participates in investigations to include, at a minimum, querying agency-specific indices to deconflict and identify assets and additional targets.

## **ORANIZATIONAL STRUCTURE**

The EDTF-S will consist of a combination of law enforcement and support personnel from participating agencies referenced in this MOU. The participating agencies agree to assign Task Force Officers (TFOs) on a full-time basis.

Participating agencies acknowledge that the EDTF-S is a combined law enforcement effort and assigned personnel will act in a cooperative manner to meet the goals and objectives of the EDTF-S.

Both administrative and operational aspects of the EDTF-S will be under the direct control of HSI Miami, or personnel designated by HSI Miami executive leadership. Responsibility for the conduct of assigned TFOs will remain with the respective participating agency.

## **IV. EDTF-S PARTICIPATION**

The EDTF-S will be led by HSI Miami leadership in close consultation with leadership from all participating agencies. (Participating agencies may recall their personnel for specific agency requirements) such as training, qualifications etc. Notification will be made to the EDTF-S supervisor when these situations occur.

### **Assignment of Participating Agency Personnel:**

At the discretion of HSI Miami, EDTF-S leadership, assignment of TFOs will be based on staffing levels of investigative groups and when possible, the experience or subject matter expertise of assigned TFO. Under this MOU, participating agencies understand that investigative groups within the EDTF-S may be supervised by supervisory personnel of a participating agency and not all investigative groups will be supervised by an HSI Supervisory Special Agent.

### **Nomination of a Task Force Officer (TFO):**

Prior to being assigned to the EDTF-S, the respective participating agencies must submit a nomination package. This package will include a memorandum from the head of department stating the nominated TFO is in good standing with the parent agency and is not under investigation. In addition, the nominated TFO must complete "Title 19- Customs Officer" cross-training and successfully pass an examination. Upon successful completion of this training, the TFO will be issued HSI Task Force Officer credentials.

To obtain access to HSI and other federal databases, nominated TFOs will be required to pass a background investigation.

### **Termination of Task Force Status:**

When a TFO is either permanently recalled back to their parent agency, resigns, retires, or is otherwise removed from the task force, the parent agency will make notification through the HSI Miami chain of command. The parent agency will be responsible for

returning all property issued by HSI to include credentials, building access cards, and equipment.

**V. EDTF-S LAW ENFORCEMENT OPERATIONS**

**Assignment of Investigations:**

All EDTF-S investigations and enforcement activity will be initiated and conducted in accordance with all HSI policies and procedures. Investigative methods employed during any EDTF-S operations will be governed by policy and procedures of HSI and HSI Miami.

EDTF-S Supervisors will oversee the prioritization and assignment of investigations and activity based on the objectives of the task force.

**Area of Responsibility:**

The Area of Responsibility (AOR) of the EDTF-S encompasses the counties of Broward and Miami-Dade. Financial investigations under the purview of EDTF-S which originate from, transit through, or end in one of these counties, or where there is jurisdiction based on an international nexus, will be conducted by the EDTF-S.

**EDTF-S Case Generated Material:**

All investigative generated records, reports and evidence will be collected, prepared, and safeguarded in compliance with HSI policies and procedures. Copies of pertinent documents generated by EDTF-S investigations will be made available for inclusion in the parent agency's files barring any legal and/or policy restrictions. Records and reports will not be shared outside of EDTF-S personnel without the permission of originating agency.

**Confidential Informants and Cooperating Witnesses:**

All matters related to the use or payment of confidential informants and/or cooperating witness will be governed by the HSI Confidential Informant Handbook. Any confidential informant developed by a TFO while assigned to the EDTF-S will remain with the task force should the TFO be reassigned, permanently recalled, or removed from the task force. Confidential informants previously developed or documented may be utilized for EDTF-S investigations and may otherwise be utilized by documenting agency.

**Investigative Exclusivity:**

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

**Media:**

All media releases/conferences, to include social media postings, related to EDTF-S 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-S 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-S, outside of participation, will be released to the media without approval from the HSI Miami, Special Agent in Charge or his/her designee.

**Location:**

Personnel assigned to EDTF-S responsible for Dade County will report and work in the HSI Miami Building at 11226 NW 20<sup>th</sup> Street, Miami, FL 33172. Personnel assigned to EDTF-S responsible for Broward County will report and work out of the HSI area within the HIDTA A.C.E.S. building at 7795 SW 78<sup>th</sup> Ave, Plantation, FL 33324. The location of each EDTF-S may be moved at the discretion of HSI Miami in coordination with task force partners.

**VI. ASSET SHARING**

All participating agencies will be entitled to a portion of funds seized by the EDTF-S. Equitable sharing will be conducted in adherence to the “Guide to Equitable Sharing for State, Local and Tribal Law Enforcement Agencies” published by the U.S. Department of Justice and the U.S. Department of Treasury, 2018. Participating agencies must be compliant with the Equitable Sharing Program guidelines and reporting requirements to receive equitable sharing.

Participating agencies agree that by joining an investigative group under the EDTF-S umbrella, any enforcement activity that leads to the seizure of illicit proceeds by any EDTF-S investigative group will be shared with all parties of this MOU as prescribed below.

Asset sharing will be equitable across the EDTF-S with a uniform percentage of seized and forfeited assets to be shared with all participating agencies. The uniformed percentage will be determined by the HSI Miami, Special Agent in Charge or his/her designee and will be based on the needs of the task force in consultation with the heads of the respective participating agencies.

At the time of the signing of this MOU, each participating agency will be submitted for 1% of the total shareable amount<sup>2</sup>. This uniformed percentage is the minimum sharing a participating agency will receive under this agreement.

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The amount of shareable funds will be based on the total amount of funds seized minus any investigative expenses (i.e., funding used for the purchase of evidence and/or information), administrative fees and deductions mandated by Treasury Executive Office of Asset Forfeiture (TEOAF).

Deviation to a higher percentage may occur in the following circumstances:

1. A participating agency provides extraordinary contribution or support to an EDTF-S investigation and or seizure.
2. Number of full-time personnel assigned to the EDTF-S
3. A participating agency originated the information that led to the investigation and or seizure of the asset.
4. As deemed appropriate by HSI Miami leadership.

Deviation from the uniform percentage will require approval from HSI Miami leadership and will be documented in the Asset Sharing Package.

Asset sharing will be executed in accordance with current HSI Miami procedures through the HSI Miami Asset Identification and Removal Group (AIRG). Participating agencies bear the responsibility for the timely completion of all documentation associated with asset sharing requests. Final percentages will be determined by the Treasury Executive Office for Asset Forfeiture.

## VII. FUNDING

### **Personnel Funding:**

Participating agencies agree to provide the full-time salaries, overtime, night-differential pay, holiday pay and benefits per their respective agency's contractual agreements for their personnel while assigned to the EDTF-S. Authorized overtime will remain at the discretion of the parent agency.

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HSI may reimburse participating agencies for overtime worked as part of EDTF-S operations, not to exceed \$15,000, per TFO, funding permitting.

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<sup>2</sup> The total shareable amount is the total amount of funds seized by the entire EDTF-S, minus annual variable percentage determined by TEOAF, investigative expenses, or required victim restitution as governed by statute.



**Task Force Funding:**

All participating agencies understand that the Broward County Sheriff's Office (BSO) will serve in a fiduciary capacity for the EDTF-S. (In the capacity of fiduciary, all participating agencies agree that twelve percent (12%) of all proceeds seized by the EDTF-S will be shared with BSO for the purpose of "Task Force Operations".) Task Force Operations include reasonable and necessary expenses incurred by the EDTF-S to pursue and meet mission objectives as set forth in this MOU.

As fiduciary, BSO will administer and account for all receipts, disbursements, and interest of shared funds and shall provide accounting to each participating agency to this MOU upon request.

Should BSO withdraw from participation in the EDTF-S or elect to no longer serve as the fiduciary, all funds, records, and related documentation will be transferred to another participating agency designated by the HSI Miami, Special Agent in Charge.

**VIII. DURATION**

This MOU will remain in effect until terminated as specified below:

1. Participating agencies may withdraw from this MOU by providing a written notice to the HSI Miami, Special Agent in Charge.
2. This MOU may be terminated upon written consent of all parties.
3. This MOU may be terminated by the HSI Miami, Special Agent in Charge with written notification to all participating agency heads.

**Authorizing Official:**

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Anthony Salisbury  
Acting Special Agent in Charge  
Homeland Security Investigations, Miami

**EL DORADO TASK FORCE-SOUTH  
MEMORANDUM OF UNDERSTANDING  
PARTICIPATING AGENCY APPROVAL**

IN WITNESS WHEREOF, the parties hereby execute this Agreement on the date(s) set forth below:

**GOLDEN BEACH POLICE DEPARTMENT:**



\_\_\_\_\_  
Rudy Herbello, Chief of Police  
Authorized Representative

Date: 9/19/2022

Approved as to form and content:  
Name, City Attorney



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Name, Esquire  
Assistant City Attorney  
Stephen J. Helfman  
Town Attorney

Date: 10/05/2023