

**FY 2020 Asset Forfeiture Sharing Agreement
Dallas Field Division Enforcement Group 3-Dallas
Collin County Sheriff's Office**

The U.S. Department of Justice, 2018 Joint Guide to Equitable Sharing for State and Local Law Enforcement, governs this Agreement. The State and Local Law Enforcement members (the "Participants"), of the DEA Enforcement Group 3- Dallas ("Enforcement Group"), hereby agrees to the following terms and conditions of this Memorandum of Understanding ("MOU") governing the Enforcement Group's equitable sharing requests and participation in the United States Department of Justice ("DOJ") Equitable Sharing Program.

The following are the Task Force Participants and their contribution to the Task Force:

Collin County Sheriff's Office/One (1) officer assigned to the Enforcement Group

Participants acknowledge that equitable sharing is at the discretion of the Attorney General and not guaranteed in any case. Participants acknowledge that sharing will not be awarded in a case if victims have not been fully compensated. State and Local government entities can be considered victims. Participants acknowledge that the DOJ Money Laundering and Asset Recovery Section (MLARS) will be the sole decider for 100% property requests.

Sharing percentages shall be based upon the following formula:

Agencies with one or more full time deputized Task Force Officers (TFOs) assigned to the Enforcement Group will receive an equitable, prearranged sharing percentage that fairly reflects the overall agencies' investigative, financial, or administrative contributions to the enforcement group and/or the agencies' efforts resulting in federal forfeiture of the asset, including accounting for any participation by a federal agency.

The maximum amount available for sharing is currently 80 percent of the asset value minus expenses related to the seizure, and minus any percentages allotted for agencies not a part or recently added to this Sharing Agreement who have also participated quantitatively or qualitatively in the asset seizure. The new minimum sharing amount is \$500. Sharing is not automatically 80 percent. The actual sharing amount allocated to participating agencies may be impacted by numerous factors. The sharing percentages awarded to State and Local Law Enforcement agencies' is based on qualitative and quantitative contributions, and is no longer deducted from the 20% federal share.


Participants understand that if a non-MOU member receives an equitable share based upon their contribution, then the MOU Participants' shares shall be reduced proportionately (e.g., if non-MOU agency receives 10% based upon their contribution, then the MOU Participants' percentages shall be based upon 90% of the maximum amount available for sharing).

Participants further understand that additional adjustments may be necessary so to ensure that DOJ receives a minimum of 20%.

Participants further understand that the federal decision-makers, including DEA, on each equitable sharing request retain discretion to modify percentages as deemed appropriate based on the facts and circumstances in each case.

The additional and/or departure of Participant agencies and personnel shall not require renewal of this Sharing Agreement. Rather, the equitable, prearranged sharing percentages shall continue to fairly reflect Participant agencies investigative, financial, or administrative contributions to the task force and/or the agencies' efforts resulting in federal forfeiture of the asset.


This Sharing Agreement shall remain in force upon the addition or departure of law enforcement agencies in the DEA Enforcement Group 3- Dallas. This agreement shall be reviewed annually at the time each agency completes the State and Local Task Force Agreement with DEA for the coming Fiscal Year. Termination shall be by mutual consent in writing by all Task Force Participants or by the withdrawal of DEA, (the latter upon 30 days advance written notice to all current Task Force Participants)



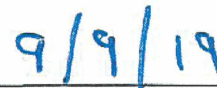
Clyde E. Shelley, Jr.
Special Agent in Charge
Dallas Field Division



Date



Jim Skinner
Sheriff
Jose Luis Paredon



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