RESOLUTION NO. 2015-22R

A RESOLUTION APPROVING AN AMENDED INTERLOCAL AGREEMENT BETWEEN WASHINGTON COUNTY AND MUNICIPALITIES WITHIN THE COUNTY REGARDING THE WASHINGTON COUNTY DRUG TASK FORCE

WHEREAS, an Interlocal Agreement between Washington County (the "County") and municipalities within the County ("municipalities")was entered into on or about November 10, 1997 ("Original Agreement") establishing a joint and interlocal Drug Task Force; and

WHEREAS, the parties desire to amend the Original Agreement to more effectively cooperate in the investigation and prosecution of controlled substance offenses in the County; and

WHEREAS, the purpose of this Resolution is to authorize Ivins City to enter into the attached Washington County Drug Task Force Amended Agreement ("Amended Agreement") by the Utah Interlocal Cooperation Act, (Utah code Annotated §§ 11-13-1 to 11-13-315); and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF IVINS CITY, STATE OF UTAH, AS FOLLOWS:

That the attached Amended Agreement between Washington County and municipalities within the County, including Ivins City, is hereby approved and the Mayor is hereby authorized to execute same.

Effective Date: This Resolution shall become effective immediately upon adoption by the City Council.

PASSED AND ADOPTED BY THE IVINS CITY COUNCIL, STATE OF UTAH, ON THIS ____ DAY OF AUGUST, 2015 BY THE FOLLOWING VOTE:

	AYE	NAY	ABSTAIN	ABSENT
George E. Elwell, Jr.	_____	_____	_____	_____
Cheyne McDonald	_____	_____	_____	_____
Lesley Mendenhall	_____	_____	_____	_____
Steven Roberts	_____	_____	_____	_____
Ron Densley	_____	_____	_____	_____

_____
Chris Hart, Mayor

ATTEST:

_____
Kari Jimenez, Ivins City Recorder

Washington County Drug Task Force
Amended Interlocal Agreement

Summary of Changes

The Washington County Drug Task Force was originally created by an Interlocal Agreement in 1997. Since then, both the law governing interlocal agreements and the practices of the Drug Task Force have changed. This proposed amendment is designed to 1) simplify the agreement in a way that will allow the Task Force flexibility to adjust to changing circumstances and 2) comply with current law.

Amended Interlocal Agreement	Original Interlocal Agreement (1997)
Introduction. No substantive change; language is updated for clarity. Dixie College is removed as a party because it has not participated for several years.	Introduction
Rationale for Establishing the Task Force. No substantive change; language updated for clarity.	Rationale for Establishing the Task Force
I. Nature of the Agreement. No substantive change; language is added referring to the authorizing statute in the Interlocal Agreement Act ("the Act").	I. Nature of Agreement
II. Purpose of the Agreement. This section is retitled from the original "Mission Statement" in order to reflect terminology used by the Act. There is no substantive change.	II. Mission Statement
III. Executive Committee. This section contains the biggest change to the agreement. Three sections have been consolidated into one section that reflects the Task Force's current operational practice. Instead of a Board of Directors and Governing Board, the Task Force will be managed by an Executive Committee comprised of representatives appointed by each participant. The amended agreement contemplates that daily operational details will be governed by a Memorandum of Understanding and Policies and Procedures adopted by the Executive Committee. This amendment simplifies the agreement and will allow the Task Force to adapt to changing circumstances.	III. Board of Directors IV: Governing Board V: Task Force Administration
IV. Jurisdiction. This section has been revised to refer to the Act and to update and clarify the language, but does not substantively change the section's meaning.	VI. Scope of Jurisdiction
Section Deleted. This section was eliminated from the amended agreement because it does not reflect current law and because state and	VI. Seizures and Forfeitures

federal law dictate the handling and distribution of any seized property.	
V. Task Force Funding. This section was modified to eliminate specific budgeting and funding mechanisms in favor of requiring each participant to bear its own costs. This section reflects current Task Force practice.	VIII. Task Force Funding
VI. Task Force and Participating Members' Liability and Indemnification. No substantive change.	IX. Task Force and Participating Members' Liability and Indemnification
VII. Task Force Duration and Dissolution. No substantial change, although the language was updated to reflect terminology from the amended agreement and current practice.	X. Task Force Duration and Dissolution
VIII. Task Force Operational Policies and Procedures. No substantial change, other than a paragraph regarding the creation and approval of Task Force policies was eliminated because it is now covered in the duties of the Executive Committee under section III.	XI. Task Force Operational Policies and Procedures
IX. Delegation of Limited Contractual Authority. This section was formerly called "Lead Public Agency" and delegated authority to the Task Force to enter into contracts approved by the Board of Directors and signed by the County Attorney. However, the Task Force will now be governed by an Executive Committee and this section authorizes contracts to be executed by a designated Task Force representative authorized by the Executive Committee.	XII. Lead Public Agency
X. Approval. This section requires that the amended agreement be approved consistent with the Act.	No Similar Section
XI. Revocation of 1997 Agreement.	No Similar Section
X. Effective Date.	No Similar Section

WASHINGTON COUNTY DRUG TASK FORCE
AMENDED INTERLOCAL AGREEMENT

This is an interlocal agreement authorizing a joint and cooperative law enforcement undertaking known as the Washington County Drug Task Force (the "Task Force").

This Agreement is made by the following public agencies of the state of Utah: Hurricane City, Ivins City, Santa Clara City, St. George City, Washington City, and Washington County.

RATIONALE FOR ESTABLISHING THE TASK FORCE

WHEREAS, the Utah Interlocal Cooperation Act (Utah Code Annotated §§ 11-13-1 to 11-13-315 (1953, as amended)) authorizes public agencies to cooperate on the basis of mutual advantage to promote the general welfare of their communities; and

WHEREAS, the parties are public agencies as defined by the Interlocal Cooperation Act; and

WHEREAS, the parties have experienced within their jurisdictions problems involving the illegal production, manufacture, trade, and use of controlled substances; and

WHEREAS, the parties desire to cooperate to efficiently investigate and prosecute controlled substance offenses;

NOW, THEREFORE, the parties do mutually agree, pursuant to the terms and provisions of the Interlocal Cooperation Act, as follows:

I. NATURE OF AGREEMENT

This agreement does not establish a separate legal entity but merely describes a joint and cooperative undertaking, and the relationship and the respective rights, duties, and

obligations of the contracting parties, as authorized by Utah Code Annotated § 11-13-202(1)(a) (1953, as amended).

II. THE PURPOSE OF THE AGREEMENT

The purpose of the agreement is to facilitate joint and cooperative action to investigate and prosecute the illegal importation, manufacture, use, possession, dispensation, prescription, delivery, and production of controlled substances under state, federal, and local laws. A further purpose is to encourage and promote cooperation and coordination between the agencies party to this Agreement and between other agencies and task forces engaged in the investigation of the same and similar offenses.

III. EXECUTIVE COMMITTEE

A joint board with representation from each of the public agencies that are party to this agreement will administer the Task Force, as required by Utah Code Annotated § 11-13-207 (1953, as amended). The joint board will be known as the Executive Committee. The Executive Committee has voting authority to govern and regulate the Task Force.

The public agencies that are party to this Agreement hereby appoint as members of the Executive Committee the chiefs of police (or their designees) of each participating municipality; the Washington County Sheriff (or his designee); and the Washington County Attorney (or his designee).

Members of the Executive Committee serve at the pleasure of the governing body of the participating public agency that they represent. Designees may be removed at will by the appointing public agency and replacements thereto shall communicated to the Executive Committee.

Each member of the Executive Committee shall have one vote plus one additional vote for each full-time Task Force participant from each agency.

The duties of the Executive Committee shall be to:

1. Review the activities of the Task Force generally.

2. Establish a Memorandum of Understanding governing the operational and working details of the Task Force.

3. Appoint a Task Force Unit Commander to supervise the daily operations of the Task Force.

4. Approve Task Force policies and procedures recommended by the Unit Commander.

5. Request financial audits as deemed necessary.

6. Conduct program evaluations as needed.

7. Seek federal and state grant money, as may be appropriate and available.

8. Review and approve appointment of supervisors and staff as needed.

9. Review and approve, budgeting, procurement, audit, and operating policies as needed.

10. Recommend appropriate training.

A majority of the Executive Committee constitutes a quorum. The Executive Committee may take any action permitted by this Agreement by majority vote of those members present at any meeting where there is a quorum; provided, however, that any action voted on by less than a majority of the full Executive Committee will not take effect until the next meeting of the Executive Committee where a quorum is present and where it shall be subject to ratification by a majority of those present.

IV. JURISDICTION

The Task Force jurisdiction encompasses Washington County. The public agencies participating in this agreement consent to the investigations conducted by the Task Force within their respective jurisdictional boundaries. Pursuant to Utah Code Annotated § 11-13-203.5(1) (1953, as amended), whether inside or outside the law enforcement officer's own jurisdiction, each law enforcement officer participating on the Task Force shall possess all law enforcement powers that the officer possesses within the officer's own jurisdiction, including the power to arrest, and, the same immunities and privileges as if the duties were performed within the officer's own jurisdiction. However, Task Force officers not of the jurisdiction in which an investigation is conducted shall not be considered agents of such jurisdiction nor shall such jurisdiction assume any liability for the actions of the Task Force except as provided in Part VI.

V. TASK FORCE FUNDING

Each public agency contributing personnel to the Task Force shall bear all costs associated with such personnel including salaries, benefits, and other obligations. The Task Force will seek grants to offset costs of overtime. However, if no, or insufficient, funds are available for overtime costs, each public agency shall also absorb overtime costs for personnel contributed to the Task Force, pursuant to their respective agency policies. All costs of purchasing or maintaining equipment contributed by a participating agency to the Task Force shall be borne by the contributing public agency.

Nothing in this Agreement binds or requires any participating public agency to any level of financial contribution during any future fiscal year for which such governing body may consider participation.

VI. TASK FORCE AND PARTICIPATING MEMBERS' LIABILITY AND INDEMNIFICATION

Each public agency hereto agrees to indemnify and hold each other public agency harmless from any and all claims for property damage, bodily injury, or death arising out of the actions or non-actions of each party's personnel who function under this Agreement as directors, members, or agents of the Task Force.

VII. TASK FORCE DURATION AND DISSOLUTION

This agreement shall be in effect for an indefinite period of time not to exceed fifty (50) years, provided, however, that:

1. Any public agency may withdraw upon 30 days written notice to the Executive Committee. Each participating public agency with personnel assigned to the Task Force shall have the right to self-declare an emergency situation and thereupon temporarily withdraw any or all of said personnel for up to fifteen (15) consecutive days. The withdrawing public agency shall notify the Executive Committee prior to withdrawal, if possible, otherwise as soon as practical thereafter. Temporary withdrawal of personnel for a period in excess of fifteen (15) consecutive days may be allowed upon a majority vote of the Executive Committee.

2. The Executive Committee may terminate this Agreement upon a majority vote of the total membership of the Executive Committee.

3. Upon withdrawal of any public agency, the withdrawing public agency shall retain ownership of that property which it allowed the Task Force to use.

4. Upon termination of this Agreement, any property obtained in common shall be distributed, divided or sold at the discretion of the Executive Committee and the proceeds divided among the creating public agencies party to this Agreement at the time of termination proportionately to number of officers participating in the Task Force in the most recent fiscal year.

5. Upon termination of this entire Agreement, all total available funds shall be distributed among the creating public agencies then party hereto at the time of termination proportionately to number of officers participating in the Task Force in the most recent fiscal year.

6. Other public agencies, not an original party to this Agreement, may join the Task Force with the approval of the Executive Committee. The Executive Committee may offer investigative services to any jurisdiction regardless of participant status or provide such assistance as it deems appropriate.

VIII. TASK FORCE OPERATIONAL POLICIES AND PROCEDURES

Task Force officers shall follow Task Force Operational Policies and Procedures. However, in case of conflict with their own policies and procedures, officers shall be bound by their own department's policies and procedures while acting for the Task Force.

The Task Force shall have no authority to discipline an officer, except that the Unit Commander may suspend an officer from the Task Force and make recommendations regarding removal of such officer to the Executive Committee and the public agency contributing such officer. When an officer is removed, the public agency contributing such officer shall contribute another officer to the Task Force within fifteen (15) days.

IX. DELEGATION OF LIMITED CONTRACTUAL AUTHORITY

The Task Force is not an independent legal entity. However, the parties acknowledge that from time to time circumstances may arise that require the Task Force or the Executive Committee to enter into agreements or contracts in furtherance of the objectives of the Task Force. In such cases, rather than require such agreements to be executed by each separate public agency participating in this Agreement, such other agreements may be executed by a designated Task Force representative after approval of the Executive Committee.

X. APPROVAL

This agreement shall be approved by the commission, board, council, or officer vested with executive power of each participating public agency. The attorney representing each agency shall review the agreement for proper form and compliance with applicable law.

Pursuant to Utah Code Annotated §11-13-208 (1953, as amended), this agreement does not take effect until it is filed with the keeper of records of each of the public agencies that are parties to the agreement. In the event any participating agency declines to approve the agreement, the agreement will take effect with respect to the remaining approving parties. The agreement may be executed in counter-parts.

XI. REVOCATION OF 1997 AGREEMENT

Once this agreement becomes effective, the Washington County Drug Task Force Interlocal Agreement dated November 10, 1997 is revoked and superseded. Any property acquired by the Task Force pursuant to the 1997 agreement will be held in common and distributed by the Task Force pursuant to this agreement.

X. EFFECTIVE DATE

Upon approval and filing as set forth herein, this agreement will take effect as of the 23rd day of October, 2015.

IN WITNESS WHEREOF, the parties have affixed their signatures hereto with resolution of their governing bodies as required by law and join and give affect to this Agreement:

HURRICANE CITY

by _____
Mayor

Attest:

_____
City Recorder

Approved as to form & compliance with law:

_____
City Attorney

IVINS CITY

by _____
Mayor

Attest:

_____
City Recorder

Approved as to form & compliance with law:

_____
City Attorney

SANTA CLARA CITY

by _____
Mayor

Attest:

_____
City Recorder

Approved as to form & compliance with law:

_____
City Attorney

ST. GEORGE CITY

by _____
Mayor

Attest:

_____
City Recorder

Approved as to form & compliance with law:

_____
City Attorney

WASHINGTON CITY

by _____
Mayor

Attest:

_____
City Recorder

Approved as to form & compliance with law:

_____
City Attorney

WASHINGTON COUNTY

by _____
Chair
Washington County Commission

Attest:

_____
County Clerk

Approved as to form & compliance with law:

_____
County Attorney

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION
OF THE WASHINGTON COUNTY DRUG TASK FORCE
AMENDED INTERLOCAL AGREEMENT

WHEREAS, _____ City (the "City") has participated in the Washington County Drug Task Force (the "Task Force") since it was created pursuant to an Interlocal Agreement adopted by the City effective as of November 10, 1997; and

WHEREAS, in the intervening years, the operational practices of the Task Force and the law regarding interlocal agreements have changed; and

WHEREAS, the Task Force and its sponsoring agencies, including the City, desire to enact an Amended Interlocal Agreement that reflects both current law and Task Force operations; and

WHEREAS, the City has experienced within its jurisdiction the illegal production, manufacture, trade, and use of controlled substances; and

WHEREAS, the Task Force has successfully worked to efficiently investigate and prosecute controlled substance offenses and the City desires to continue its participation in the Task Force; and

WHEREAS, the attached "Washington County Drug Task Force Amended Interlocal Agreement" has been reviewed by the City Attorney and approved as to form;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF _____, UTAH, that the attached "Washington County Drug Task Force Amended Interlocal Agreement" is hereby approved and shall be executed.

VOTED UPON AND PASSED BY THE _____ CITY COUNCIL AT A REGULAR MEETING OF THE _____ _____ CITY COUNCIL HELD ON THE _____ DAY OF _____, 2015.

_____
MAYOR

Approved as to form:

Attest:

_____
City Attorney

_____
City Recorder

WASHINGTON COUNTY DRUG TASK FORCE

INTERLOCAL AGREEMENT

This is an agreement by and among the undersigned parties creating an Interlocal Law Enforcement Task Force.

This Agreement is made and executed by and among the following undersigned creating public agencies: State of Utah, Washington County, St. George City, Hurricane City, Ivins City, Santa Clara City, Washington City and Dixie College, all public agencies of the State of Utah.

RATIONALE FOR ESTABLISHING TASK FORCE

WHEREAS, Sections 11-13-1, et. seq., Utah Code Ann. 1953, as amended, commonly known as the Interlocal Co-operation Act, authorizes public agencies to enter joint agreements for the promotion of police protection; and

WHEREAS, all of the parties hereto are public agencies as defined by the Interlocal Co-operation Act; and

WHEREAS, all of the parties hereto have experienced within their jurisdictions a growing problem of production, manufacture, trade, and use of illegal controlled substances; and,

WHEREAS, the effective investigation and prosecution of controlled substance offenses requires specialized personnel, able to investigate on a regional basis and in a cooperative arrangement;

NOW, THEREFORE, the parties do mutually agree, pursuant to the terms and provisions of the Interlocal Co-operation Act, as

follows:

I. NATURE OF AGREEMENT

This Agreement does not establish a separate legal entity but merely describes joint and co-operative undertaking and the relationship and the respective rights, duties and obligations of the contracting parties.

II. MISSION STATEMENT

The Washington County Drug Task Force is hereby created for the purpose of investigating and prosecuting the illegal importation, manufacture, use, possession, dispensation, prescription, delivery, and production of controlled substances under state, federal and local laws. A further purpose is to encourage and promote cooperation and co-ordination between the agencies party to this agreement and between the Task Force created hereby and other agencies and task forces engaged in investigation of the same and similar offenses.

III. BOARD OF DIRECTORS

The co-operative undertaking contemplated by this Agreement shall be administered by a Board of Directors.

The Board of Directors shall be vested with voting authority to govern and regulate the Task Force.

The governing bodies of the public agencies which are party to this Agreement hereby appoint as the Board of Directors:

1. The Director of the Utah Division of Investigations or

his designee.

2. The Washington County Attorney or his designee;

3. The Washington County Sheriff or his designee;

4. The Chief of the St. George City Police Department or his designee;

5. The Chief of the Hurricane City Police Department or his designee;

~~6. The Santa Clara City~~ Marshall or his designee;

~~7. The Chief of the Dixie~~ College Security Department or his designee.

~~8. The Chief law~~ enforcement officer from Ivins City or his designee.

~~9. The Chief law enforcement~~ officer from Washington City or his designee.

Each member of the Board of Directors shall serve at the pleasure of the governing body of the creating public agency which he represents.

Any designee of the Board members named above shall be named in writing in a letter submitted to the Board Chairman. Designees may be removed at will by the appointing public agency and replacements thereto shall also be named in writing in a letter submitted to the Board Chairman. Each public agency party to this Agreement shall be represented on the Board of Directors only by the officers named above or by such officer's named designee and by no other. If a designee has been named, said designee shall be the only authorized representative of the

creating public agency he represents until the designation is revoked in writing and either the officer resumes his position on the Board or the officer names another designee.

Each member of the Board of Directors shall have one vote plus one additional vote for each full time task force participant from each agency. A majority of the Board of Directors shall constitute a quorum. The Board of Directors may take any action permitted by this Agreement by majority vote of those members present at any meeting where there is a quorum; provided, however, that any action voted on by less than a majority of the full Board of Directors shall not take effect until the next meeting of the Board of Directors where a quorum is present and where it shall be subject to ratification by a majority of those present.

The Board of Directors shall schedule regular meetings at least once in each quarter of each fiscal year. Special meetings may be called at any time upon five days notice by any member of the Executive Committee or by the Chairman or Vice Chairman of the Board of Directors. A quorum of the Board of Directors may waive the five day notice requirement retroactively at any meeting.

At its first meeting, and annually thereafter, the Board of Directors shall elect one of its members as chairman, one of its members as vice chairman, and one of its members as secretary. The officers thus elected shall serve until their successors have been elected or until they no longer possess the qualifications

to serve on the Board, whichever occurs first. The Officers are eligible for re-election. The duties of the Officers shall be assigned by the Board of Directors.

The duties of the Board of Directors shall be to:

1. Review the activities of the Task Force generally.

2. Recommend a Task Force Unit Commander to oversee the Board.

3. Request financial audits as deemed necessary, but ensure that at least one audit per year be performed. [illegible] audit performed upon the completion of [illegible].

4. Issue an annual report of [illegible]ing year's activities to the Executive Commit

5. Conduct program evaluations as needed.

6. Seek federal and state grant money as may be available.

7. Recommend the appointment of supervisors and staff as needed.

8. Recommend fiscal, budgeting, procurement, audit and operating policies as needed.

9. Recommend appropriate training.

10. Determine whether any search and seizure qualifies as serendipitous under Paragraph VI hereof.

11. Report to the Task Force Governing Board.

12. Conduct such other duties as determined by the Governing Board.

IV. GOVERNING BOARD

There is hereby created a three person Governing Board made

up of the Washington County Attorney, the Washington County Sheriff, and the Chief of the St. George City Police Department, or their respective designees, each of which shall have one vote.

The Washington County Attorney shall serve as the Governing Board Chairman. The Chairman of the Governing Board shall preside at Governing Board meetings and shall be empowered to act for the Governing Board under circumstances which preclude the calling of an Governing Board meeting and subject to ratification by the Governing Board. The Governing Board shall hold regular meetings at least once in each calendar month and may meet more often as required. Any member of the Governing Board or the Task Force Commander may call a meeting of the Governing Board upon three days' notice. The three days notice may be waived retroactively by a quorum of the Governing Board. A quorum of the Governing Board is two. The Governing Board may take any appropriate action by a majority vote of the members present constituting a quorum.

The duties of the Governing Board shall be to:

1. Review the activities of the Task Force generally.

2. Select a Task Force Unit Commander.

3. Conduct financial audits as deemed necessary, but ensure that at least one audit per year be performed in accordance with applicable state or federal requirements with an additional audit performed upon the completion of any Unit Commander's term.

4. Issue an annual report of the preceding year's activities to the participants.

5. Conduct program evaluations.

6. Seek federal and state grant money as may be available.

7. Provide for the appointment of supervisors and staff as needed.

8. Establish fiscal, budget, procurement, audit and operating policies as needed.

9. Conduct training as appropriate.

V. TASK FORCE ADMINISTRATION

The Task Force shall be headed by a Unit Commander. The Task Force shall primarily investigate crimes related to controlled substances. The Task Force has a duty to notify the affected jurisdictions of all crimes discovered in the course of investigation, provided, such notification may be delayed, if, in the discretion of the Governing Board Chairman, notification will hinder a current Task Force investigation.

The Unit Commander shall:

1. Be a Peace Officer selected from participants to serve as the daily administrator.

2. Be solely in charge of directing Task Force activities subject to the approval of the Governing Board.

3. Be responsible for the administrative activity of the Task Force including maintaining financial records and reporting as required by the Governing Board.

4. Prepare and recommend Task Force operating policy for the approval of the Governing Board.

5. Perform such other duties as required by the Governing

Board.

All police officers of the Task Force shall be Peace Officers as defined by the laws of the State of Utah.

VI. SCOPE OF JURISDICTION

All of the creating public agencies acknowledge the territorial jurisdiction of the Task Force to be that of Washington County. The signatories hereto expressly consent to the investigations conducted by the Task Force within their respective jurisdiction boundaries, provided, that Task Force investigators not of the jurisdiction in which an investigation is conducted shall not be considered agents of such jurisdiction nor shall such jurisdiction assume any liability for the actions of the Task Force except as provided in Part IX.

VI. SEIZURES AND FORFEITURES

The public agencies who are parties to this agreement agree that all seizures and forfeitures of property, funds, vehicles, real property, etc. within the territorial jurisdictions of parties to this agreement, seized for violation of State or Federal Controlled Substance Acts, the Drug Paraphernalia Act, or the Controlled Substances Precursor Act, shall be paid to, for use by, the Task Force; provided, that where the foregoing requirement that all forfeited proceeds be distributed to the Task Force's use, shall not apply to the extent that it conflicts with existing contractual arrangements by a party with any other federally managed or funded task force or its participating

agencies. Parties to this agreement who receive forfeitures or the proceeds therefrom arising out of seizures made pursuant to serendipitous discoveries of drugs, cash, and other property, during routine traffic stops or other non-drug related investigations are exempt from the requirement that they provide such forfeiture for the use and benefit of the Task Force.

Each year the Board of Directors shall, upon the recommendation of the Governing Board, make adjustments which allocate surplus funds to the participating public agencies according to the contributions of each creating public agency.

The public agencies who are parties to this agreement agree that:

1. The costs payable to the County Attorney under Section 58-37-13, Utah Code Ann., 1953, shall be: Fifteen (15) percent of the cash and twenty (20) percent of the net proceeds from value of the personal property and real property.

2. That, unless otherwise agreed, the amount of costs payable to the County Attorney under Section 58-37-13 shall be determined as of the time of entry of judgment or forfeiture. Payment from cash forfeited shall be paid promptly at the time of entry of judgment of forfeiture; payment from other assets shall be at the time of sale of the asset.

3. Other terms for the payment of costs may be negotiated between the Governing Board and the Prosecuting Attorney involved at any time in any particular case. Any permanent change in the foregoing schedule must be agreed to between the County Attorney

and the Board of Directors.

VIII. TASK FORCE FUNDING

Funding for the operation of the Task Force for the initial fiscal year beginning September 1, 1997, shall be through a grant funded by the Utah Commission on Criminal and Juvenile Justice, and a cash match made by the Washington County Drug Task Force participating agencies. Personnel contributions by the public agencies party to this agreement shall be as follows: (1) Washington County Attorney's Office has assigned one full time attorney and one investigator; (2) St. George City Police Department has assigned three investigative officers, and a supervisor; and (3) Washington County Sheriff's Office has assigned one investigative officer.

Notwithstanding the inability of any creating public agency to fully participate financially or with manpower, partial participation by any creating public agency will entitle that public agency to participate at a reduced level.

Beginning in 1998 and annually thereafter by the 15th of April, each year, the Unit Commander shall prepare a proposed budget and assessment schedule for the following Task Force fiscal year. Said proposed budget and assessment schedule shall be approved or modified by the Board of Directors and submitted for final approval by the Executive Committee on or before May 1 of each year. The participating law enforcement departments of each creating public agency shall include the assessment in their budget requests and shall be responsible for the collection and

remission to the Task Force of the amounts assessed. Assessments shall be paid within 30 days of the beginning of the fiscal year unless other arrangements are made with the approval of the Board of Directors.

Nothing in this Agreement is intended to bind any future governing body of any creating public agency to any level of financial participation during any future fiscal year for which such governing body may consider participation.

Each public agency contributing personnel to the Task Force shall absorb all costs associated with such personnel including salaries, benefits, and other obligations; provided, however, that the salaries of officers hired as a result of the establishment of the task force may be used to match federal funds. Task Force seizures and subsequent forfeitures which are set aside for overtime payments by the Board of Directors may be used for that purpose. If no, or insufficient, funds are available from the above-referenced sources for overtime costs each public agency shall also absorb overtime costs for personnel contributed to the Task Force, pursuant to their respective department policies. Similarly, all costs of purchase and maintenance of equipment contributed for use by the Task Force shall be borne by the contributing public agency.

The Unit Commander shall prepare policies governing the fiscal, budget, procurement, and audit procedures to be followed by the Task Force. Such policies shall conform to applicable state and federal requirements. Such proposed policies shall be

approved or modified by the Board of Directors and submitted for final approval by the Governing Board.

In preparing the proposed budget and assessment schedule for fiscal year 1998-99 and each successive year thereafter, the Unit Commander shall take into account past seizures and forfeitures and project future seizures and forfeitures.

IX. TASK FORCE AND PARTICIPATING MEMBER LIABILITY AND INDEMNIFICATION

Each public agency party hereto agrees to indemnify and hold each other public agency harmless from any and all claims for property damage, bodily injury, or death arising out of the actions or non-actions of each party's personnel who function under this Agreement as directors, members or agents of the Task Force.

X. TASK FORCE DURATION AND DISSOLUTION

This Agreement shall be in effect for an indefinite period of time not to exceed fifty (50) years, provided, however, that:

1. Any creating public agency may withdraw at the end of a fiscal year upon 30 days' written notice to the Board of Directors. Each participating public agency with personnel assigned to the Task Force shall have the right to self-declare an emergency situation and thereupon withdraw any or all of said personnel for up to fifteen consecutive days. The withdrawing public agency shall notify the Governing Board prior to withdrawal, if possible, otherwise as soon as practical

thereafter. Withdrawal of personnel for a period in excess of fifteen consecutive days may be allowed a withdrawing public agency upon a majority vote of the Governing Board. However, withdrawal of personnel for a period in excess of thirty consecutive days will not be allowed without approval of the entire Board of Directors.

2. The Board of Directors may terminate this Agreement upon a majority vote of the total membership of the Board of Directors.

3. Upon withdrawal of any creating public agency, the withdrawing creating public agency shall retain that property which it allowed to be used by the Task Force and, at the end of the current fiscal year shall receive a distribution from the then existing property as funds held by the task force, in proportion to the withdrawing agency's most recent annual assessment contribution.

4. Upon termination of this Agreement, any property obtained in common shall be divided or sold at the discretion of the Board of Directors and the proceeds divided among the creating public agencies party to this Agreement at the time of termination proportionately to the most recent annual assessment contribution.

5. Upon termination of this entire Agreement, all total available funds shall be distributed among the creating public agencies then party hereto at the time of termination proportionately according to the most recent annual assessment

contribution.

6. Any period of time stated in this Agreement shall be computed from September 1, 1997.

7. Other jurisdictions, not an original party to this Agreement, may join with the approval of the Board of Directors. The Governing Board may offer investigative services to any jurisdiction regardless of membership status or provide such assistance as it deems appropriate.

XI. TASK FORCE OPERATIONAL POLICIES AND PROCEDURES

All creating public agencies and their law enforcement departments agree that personnel contributed to the Task Force shall follow Task Force Operational Policy and Procedures. However, in case of conflict with their own policies and procedures, each Officer shall be bound by his own department's policies and procedures while acting for the Task Force.

The Task Force shall have no authority to discipline an Officer except that the Unit Commander may suspend an Officer from the Task Force and make recommendations regarding removal of such officer to the Board of Directors and the department contributing such Officer. When an Officer is removed, the department contributing such Officer shall contribute another Officer to the Task Force within fifteen (15) days.

The Unit Commander shall prepare proposed Policies and Procedures for approval by the Governing Board. Said Policies and Procedures shall govern the operations of the Task Force as set forth herein. The Unit Commander shall make every effort to

effectuate the recommendations of the Board of Directors with respect to Policies and Procedures.

XII. LEAD PUBLIC AGENCY

The public agencies party to this Agreement stipulate and agree that neither the Board of Directors, the Governing Board, nor the Task Force created hereunder are, or shall be, a legal and independent public entity. As a result thereof, the parties further stipulate and agree that from time to time situations may arise pursuant to the accomplishment of goals and policies established by the Task Force, Governing Board, or Board of Directors under this Agreement which will require entry into agreements with other individuals, business entities, or agencies. In such cases, rather than require such agreements to be submitted to and executed by, all public agencies party to this Agreement, such other agreements may be executed by the Washington County Attorney's Office, as the lead public agency of those which are party hereto, and all parties hereto shall be individually and severally liable for performance under such other agreements; provided, however, that the Washington County Attorney's Office shall not be authorized to act under this section unless the proposed other agreement has been approved by the Board of Directors and the executive thereof authorized by a resolution thereof.

IN WITNESS WHEREOF, the parties have affixed their signatures hereto with resolution of their governing bodies as

required by law and join and give affect to this Agreement:

DATED this 10th day of November, 1997.

STATE OF UTAH

by _____
Director
Utah Division of Investigations

WASHINGTON COUNTY

by _____
Gayle Aldred, Chairman
Washington County Commission

Attest:

_____
County Clerk

ST. GEORGE CITY

by _____
Mayor

Attest:

_____
City Recorder

HURRICANE CITY

by _____
Mayor

Attest:

_____
City Recorder

SANTA CLARA CITY

by _____
Mayor

Attest:

City Recorder

DIXIE COLLEGE

by

Attest:

IVINS CITY

by
Mayor

Attest:

City Recorder

WASHINGTON CITY

by
Mayor

Attest:

City Recorder