WASHINGTON COUNTY
UTAH

VICTOR IVERSON, COMMISSIONER | DEAN COX, COMMISSION, CHAIR | GIL ALMQUIST, COMMISSIONER

January 23, 2019

City of Ivins
Mayor Hart
55 N Main
Ivins, UT 84738

Mayor Hart,

In Commission Meeting on January 22, 2019 the Commissioners passed a Resolution approving a Memorandum of Understanding Between Participating Entities in the Washington County Drug Task Force. I have enclosed the documents and marked where your signature is requested. Could you please sign the document and return to me at:

Washington County Commission
Attn: Rikki Almaraz
197 E Tabernacle St.
St. George, UT 84770

Once I have all the signatures obtained, I will send you a copy of the fully executed documents. Please feel free to contact me if you have any questions at 435-634-5700 or rikki.almaraz@washco.utah.gov.

Sincerely,

Rikki Almaraz
Deputy Clerk

Enclosure

197 EAST TABERNACLE | ST. GEORGE, UT 84770 | P 435.634.5700 | F 435.634.5753 | WASHCO.UTAH.GOV
VICTOR.IVERSON@WASHCO.UTAH.GOV DEAN.COX@WASHCO.UTAH.GOV GIL.ALMQUIST@WASHCO.UTAH.GOV

RESOLUTION NO. R-2019-2424

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN PARTICIPATING ENTITIES IN THE WASHINGTON COUNTY DRUG TASK FORCE

WHEREAS, several law enforcement agencies in Washington County have maintained a Drug Task Force to efficiently investigate and prosecute controlled substance abuse offenses;

WHEREAS, the participating agencies desire to continue their operations and enter into a memorandum of understanding for the Drug Task Force;

WHEREAS, the Drug Task Force will consist of law enforcement and administrative personnel from various law enforcement agencies within Washington County, including the Washington County Sheriff's Office; and

WHEREAS, it is in the best interest of the citizens of the County that the MOU is approved and signed.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF WASHINGTON COUNTY, UTAH, that the attached Memorandum of Understanding between Participating Entities in the Washington County Drug Task Force is approved for execution.

VOTED UPON AND PASSED BY THE WASHINGTON COUNTY COMMISSION AT A REGULAR MEETING OF THE WASHINGTON COUNTY COMMISSION HELD ON THE 22ND DAY OF JANUARY, 2019.

WASHINGTON COUNTY

Dean Cox
DEAN COX, Chair
Washington County Commission

ATTEST:

Kim M. Hafen
Kim M. Hafen
Washington County Clerk-Auditor

Commissioner Cox voted Aye
Commissioner Iverson voted Aye
Commissioner Almquist voted Aye

Approved as to Form:

Deputy Washington County Attorney

(Signature block on following page.)

MEMORANDUM OF UNDERSTANDING BETWEEN PARTICIPATING ENTITIES IN THE WASHINGTON COUNTY DRUG TASK FORCE

This is a memorandum of understanding ("MOU") made between those entities participating in the joint law enforcement endeavor known as the Washington County Drug Task Force (the "Task Force"). This MOU sets forth the terms of participation in the Task Force and establishes its mode of operation. The MOU does not create a separate legal entity. This MOU sets forth the rights, duties, and obligations of each participating entity. Each participating entity remains solely responsible for its own employees, expenses, and liabilities.

The purpose of the Task Force is for participating entities to cooperate across jurisdictional boundaries to efficiently investigate and prosecute controlled substance offenses, including 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 other agencies and task forces engaged in the investigation of the same and similar offenses.

THEREFORE, the parties mutually agree as follows:

1. Participating Entity. A participating entity is any agency of government that enters into this MOU and contributes a person to work in the Task Force.

2. Executive Committee. The Task Force is administered by an Executive Committee. The Executive Committee is comprised of a representative from each participating entity as follows: the chiefs of police (or their designees) of each participating municipality; the Washington County Sheriff (or designee); and the Washington County

Attorney (or designee). Each member of the Executive Committee shall have one vote plus one additional vote for each full-time Task Force member from each entity.

The Executive Committee's duties include:

a. Reviewing the activities of the Task Force generally.

b. Approving the operational and working details of the Task Force.

c. Appointing a Task Force Unit Commander to supervise the daily operations of the Task Force.

d. Approving Task Force policies and procedures recommended by the Unit Commander.

e. Requesting financial audits as deemed necessary.

f. Conducting program evaluations as needed.

g. Seeking federal and state grant money, as may be appropriate and available.

h. Reviewing and approve appointment of supervisors and staff as needed.

i. Reviewing and approve, budgeting, procurement, audit, and operating policies as needed.

j. Recommending appropriate training.

A majority of the Executive Committee constitutes a quorum. The Executive Committee may take any action by a majority vote of those members present at any meeting where there is a quorum. However, 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.

3. Operational Authority. The Task Force's area of operation encompasses the boundaries of Washington County. The participating entities authorize the Task Force to

conduct investigations within their respective jurisdictional boundaries. However, Task Force officers do not become agents of the participating entity by virtue of the officer's assignment to the Task Force or participation in investigations.

4. Funding. Each participating entity 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 participating entity 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 entity shall be borne by the contributing participating entity.

3. No Financial Commitment. This MOU does not require any participating entity to make any ongoing financial contribution during any fiscal year.

4. Liability and Indemnification. Each participating entity agrees to indemnify and hold each other participant harmless from any and all claims for property damage, bodily injury, or death arising out of the actions or non-actions of each participant's personnel who function under this MOU as directors, members, or agents of the Task Force.

5. Duration. This MOU shall be in effect for indefinite period of time not to exceed fifty years. However, the Executive Committee may terminate this MOU upon a majority vote of the total membership of the Executive Committee.

6. Withdrawal. Any participating entity may withdraw from this MOU upon 30 days written notice to the Executive Committee. Each participating entity with personnel assigned to the Task Force may self-declare an emergency and thereupon temporarily

withdraw any or all personnel for up to fifteen (15) consecutive days. The withdrawing participating entity shall notify the Executive Committee prior to withdrawal, if possible, otherwise as soon as practical thereafter. Temporary withdrawal of personnel for more than fifteen (15) consecutive days may be allowed upon a majority vote of the Executive Committee.

7. Property Ownership upon Withdrawal. Upon withdrawal from participation, the withdrawing participating entity shall retain ownership of that property which it allowed the Task Force to use.

8. Property Ownership upon Termination. Upon termination of this MOU, any property obtained in common shall be distributed, divided or sold at the discretion of the Executive Committee and the proceeds divided among the participating entities at the time of termination proportionately to the number of officers participating in the Task Force in the most recent fiscal year.

9. New Participating Entities. Other government agencies who share the goals of the Task Force participants who were not originally parties to this MOU may join the Task Force with the approval of the Executive Committee by executing this MOU. The Task Force may offer investigative support or services to any jurisdiction regardless of participant status or provide such assistance as it deems appropriate.

10. 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 assigned to the Task Force. The Task Force shall have no authority to discipline an officer,

except that the Task Force Commander may suspend an officer from the Task Force and make recommendations regarding removal of such officer to the Executive Committee and the participating entity contributing such officer. When an officer is removed, the participating entity contributing the officer shall contribute another officer to the Task Force as soon as reasonable possible.

11. Contracting 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 th objectives of the Task Force. In such cases, rather than require such agreements to be executed separately by each participating entity, Task Force agreements may be executed by a designated Task Force representative after approval of the Executive Committee.

12. Execution by Counter-parts. The agreement may be executed in counter-parts.

13. Revocation of Prior Agreements. Upon adoption of this MOU, any previous agreements establishing or governing the Task Force are revoked and terminated as of the effective date of this MOU.

14. Effective Date. This MOU will take effect as of March 1, 2019.

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 MOU:

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 Dean Cox
Chair
Washington County Commission

Attest:

Kim M Hafen
County Clerk

Approved as to form & compliance with law:

_____
County Attorney

LA VERKIN CITY

by _____
Mayor

Attest:

_____
City Recorder

Approved as to form & compliance with law:

_____
City Attorney

SPRINGDALE CITY

by _____
Mayor

Attest:

_____
City Recorder

Approved as to form & compliance with law:

_____
City Attorney

TOWN OF HILDALE

by _____
Mayor

Attest:

_____
City Recorder

Approved as to form & compliance with law:

_____
City Attorney

DIXIE STATE UNIVERSITY

by _____

Approved as to form & compliance with law:

_____
Counsel for the University

ADULT PROBATION & PAROLE

by _____

Approved as to form & compliance with law:

_____
City Attorney