RESOLUTION NO. 2026-18R

A RESOLUTION OF IVINS CITY, UTAH, APPROVING AN INTERLOCAL MEMORANDUM OF UNDERSTANDING REGARDING THE WASHINGTON COUNTY, UTAH, CRIMINAL TASK FORCE

WHEREAS, a joint law enforcement endeavor known as the Washington County Criminal Task Force (the "Task Force") exists in Washington County, Utah;

WHEREAS, the mission of the Task Force is to protect Washington County through coordinated enforcement and investigation of drug trafficking and controlled-substance offenses, criminal interdiction, gang and organized-crime activity, and crimes against children, including exploitation and abuse;

WHEREAS, participating entities cooperate across jurisdictional boundaries to investigate these offenses and support prosecution under applicable state, federal, and local laws;

WHEREAS, the Task Force promotes cooperation and coordination with other agencies and task forces engaged in investigating the same and similar offenses under the direction and oversight of the Task Force Board;

WHEREAS, Ivins City desires to participate in the Task Force; and

WHEREAS, the Utah Interlocal Cooperation Act (UCA 11-13) authorizes Ivins City and other entities throughout Washington County to enter into an interlocal agreement to govern the cooperative Task Force on a regional basis.

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

Approval of Interlocal Agreement. The memorandum of understanding attached hereto as Exhibit A is hereby approved, with an effective date of November 19, 2026. The mayor is hereby directed to execute the memorandum of understanding on behalf of Ivins City.

Severability. If any section, clause, or portion of this resolution is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby and shall remain in full force and effect.

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 19TH DAY OF NOVEMBER, 2026 BY THE FOLLOWING VOTE:

	AYE	NAY	ABSTAIN	ABSENT
Mike Scott	_____	_____	_____	_____

Sharon Barton	_____	_____	_____	_____
Sharon Gillespie	_____	_____	_____	_____
Dillon Hurt	_____	_____	_____	_____
Wayne Pennington	_____	_____	_____	_____

_____
Kevin Smith, Mayor

ATTEST:

_____
Kari D. Jimenez
City Recorder

Memorandum of Understanding

Between participating entities in the
Washington County, Utah Criminal 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 Criminal 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 mission of the Task Force is to protect Washington County through coordinated enforcement and investigation of drug trafficking and controlled-substance offenses, criminal interdiction, gang and organized-crime activity, and crimes against children, including exploitation and abuse. Participating entities shall cooperate across jurisdictional boundaries to investigate these offenses and support prosecution under applicable state, federal, and local laws. The Task Force shall promote cooperation and coordination with other agencies and task forces engaged in investigating the same and similar offenses. Lieutenants shall jointly lead the Task Force under the direction and oversight of the Task Force Board (the "Board").

THEREFORE, the parties mutually agree as follows:

1. Participating Entity

A participating entity is any government agency that enters into this MOU and assigns a person to serve on the Task Force. Participating entities may include municipal, county, state, and federal agencies. Each participating entity shall execute this updated MOU through its authorized representative. Entities intending to participate in the January 2027 newly revised Task Force shall complete execution by December 31, 2026. Later participation requires approval under Section 13.

2. Task Force Board

The Task Force is administered by a Board. The Board is composed of representatives from participating entities as follows: the chiefs of police (or their designees) of each participating municipality; the Washington County Sheriff (or designee); the Washington County Attorney (or designee); and any other State/Federal Agency (or designee). Each member of the Board shall have one vote. The Board is the governing body of the Task Force and establishes its mission, priorities, policies, and performance expectations. The Washington County Attorney shall serve as Chair of the Board.

The Board's duties include:

a. Reviewing the activities of the Task Force generally.

b. Giving direction to the Task Force leadership and guiding the types of criminal activities that are investigated.

c. Ratifying each lieutenant selected by the appointing agency to supervise the daily operations of the Task Force. Each lieutenant serves at the will of the Board in the Task Force leadership assignment. The Board may withdraw its ratification and require the appointing agency to designate a replacement for Board ratification.

d. Guiding Task Force policies and procedures recommended by the Lieutenants.

e. Requesting financial audits as deemed necessary.

f. Conducting program evaluations as needed.

g. Reviewing and guiding the appointments of supervisors and staff as needed.

h. Reviewing and guiding budgeting, procurement, audit, and operating policies as needed.

i. Recommending appropriate training.

j. Meeting with the lieutenants monthly to review activities, progress toward Board priorities, staffing, expenditures, training, and compliance with Board requirements. The Board shall document its direction and required corrective actions. The lieutenants shall report on completion at the next monthly meeting.

A majority of the Board constitutes a quorum. The Board may take any action by a majority vote of the members present at any meeting at which a quorum is present. However, any action voted on by less than a majority of the full Board will not take effect until the next meeting of the Board where a quorum is present, and where it shall be subject to ratification by a majority of those present. In the event of a time-sensitive matter, the Board may take action upon a majority vote of its members, conducted by email or a conference call.

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 their assignment to the Task Force or their participation in investigations.

Board direction and Task Force assignments shall remain within each participating entity's lawful authority. Federal personnel remain subject to their federal chain of command, applicable law, and agency policies. This MOU does not expand any agency's jurisdiction or authorize the Board or any lieutenant to override federal investigative, prosecutorial, or supervisory authority.

4. Task Force Structure

Beginning January 1, 2027, the Task Force shall operate with lieutenants and four mission divisions: Drugs, Interdiction, Gangs, and Crimes Against Children. The Board shall ratify each appointment before the individual assumes Task Force command responsibilities.

The lieutenants shall jointly supervise daily operations, coordinate personnel and investigations across the four divisions, and carry out Board-guided priorities. The Board shall guide their written division of responsibilities, including operations oversight and investigations oversight. The proposed supervisory structure includes sergeants, subject to Board guidance and available personnel and funding.

The lieutenants shall attend monthly Board meetings and provide a joint written report addressing the matters listed in Section 2(j). They shall identify unmet requirements and propose corrective actions, with responsible personnel and completion dates. Their authority to serve at the will of the Board applies to their Task Force leadership assignments and does not alter their employment status, rank, or disciplinary rights within their appointing agencies.

Each participating agency retains discretion to designate the division to which its personnel are assigned, in coordination with the lieutenants and the Board-guided staffing plan. Divisions may request assistance from one another consistent with agency policies and lawful authority. The Board may establish additional divisions or assignments by majority vote.

Task Force member assignments shall generally be limited to five to seven years of service. The Board may adjust the length of service as needed. Each participating agency shall track its members' assignment dates and coordinate replacements with the lieutenants. The Board shall guide an implementation schedule for current members before January 1, 2027, addressing prior service and transition dates.

5. Funding

Each participating entity contributing personnel to the Task Force should bear all costs associated with such personnel, including salaries, benefits, and other obligations. The Task Force will seek grants to offset the costs of overtime incurred solely due to task force work. However, if no or insufficient funds are available to cover overtime costs, each participating entity should also absorb overtime costs for personnel assigned to the Task Force, in accordance with its respective agency policies. All costs of purchasing or maintaining equipment contributed by a participating entity should be borne by the contributing participating entity.

6. Forfeiture Funds

It is not the purpose of the Task Force to raise revenue through civil or criminal asset forfeiture. However, during normal law enforcement work, including criminal interdiction operations and other types of investigations, forfeiture funds may be paid to Participating Entities or the Task Force. Any funds that come from work originated by the Task Force should be budgeted and used for the Task Force. Any funds from a Participating Agency's investigation should be divided, with 60% going to the Task Force and 40% equally divided among the Participating Agency. The Task Force should always be contacted and involved when a significant amount of drugs or drug-related assets are seized by any agency participating in this agreement, except when involving the federal agencies as addressed below:

The Task Force may be contacted and involved at the invitation of a partnering federal agency when a significant amount of drugs, which do not have a nexus to Washington County, are seized by any agency participating in this agreement. This invitation and notification will be at the discretion of the partnering federal agency and will not apply to drugs which are seized with a nexus to Washington County. If drugs are seized with a nexus to Washington County, notification to the Task Force should be made. Drug-related assets will be shared according to the percentages cited herein, regardless of a nexus to Washington County.

7. No Financial Commitment

This MOU does not require any participating entity to make any ongoing financial contribution during any fiscal year.

8. 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.

9. Duration

This MOU shall remain in effect for an initial term of five (5) years and may be renewed by the Board for one additional five (5) year term upon approval by the Board, without the necessity of executing a new MOU. In no

event shall the total term of this MOU exceed ten (10) years. However, the Board may terminate this MOU upon a majority vote of the total membership of the Board at any time. The MOU term is separate from the five-to-seven-year service period for individual Task Force member assignments in Section 4, which the Board may adjust as needed.

10. Withdrawal

Any participating entity may withdraw from this MOU upon 30 days' written notice to the Board. Each participating entity with personnel assigned to the Task Force may self-declare an emergency and, thereupon, temporarily withdraw any or all personnel. The withdrawing participating entity shall, if possible, notify the Board prior to withdrawal; otherwise, it shall do so as soon as practicable thereafter.

11. 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.

12. Property Ownership upon Termination

Upon termination of this MOU, any property obtained in common shall be distributed, divided, returned, or sold at the discretion of the Board 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.

13. New Participating Entities

Other government agencies that share the goals of the Task Force participants who were not originally parties to this MOU may join the Task Force, with the Board's approval, 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.

14. Policies and Procedures

Task Force officers shall follow Task Force Operational Policies and Procedures. However, in the event of a conflict with their own department's policies and procedures, officers shall be bound by their department's policies and procedures while assigned to the Task Force. Employment discipline remains the responsibility of the officer's employing agency. Any lieutenant may recommend removal of an officer from a Task Force assignment to the Board and the participating entity that contributed the officer. The Board may require removal from the Task Force assignment, subject to applicable law, without imposing employment discipline. When an officer is removed, the participating entity that contributed the officer shall provide another officer to the Task Force as soon as reasonably possible. Board ratification and removal of lieutenant assignments are governed by Sections 2 and 4.

15. 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 Board to enter into agreements or contracts in furtherance of the Task Force's objectives. In such cases, rather than requiring 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 Board.

16. Execution by Counterparts

This agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

17. 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.

18. Effective Date

This MOU will take effect as of January 1, 2027.

Signatures

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

HURRICANE CITY

By _____
Mayor

Date _____

Attest: _____
City Recorder

Approved as to form & compliance with law:

_____
City Attorney

IVINS CITY

By _____
Mayor

Date _____

Attest: _____
City Recorder

Approved as to form & compliance with law:

_____
City Attorney

ST. GEORGE CITY

By _____
Mayor

Date _____

Attest: _____
City Recorder

Approved as to form & compliance with law:

_____
City Attorney

WASHINGTON CITY

By _____
Mayor

Date _____

Attest: _____
City Recorder

Approved as to form & compliance with law:

_____
City Attorney

WASHINGTON COUNTY

By _____
Chair, Washington County Commission

Date _____

Attest: _____
County Clerk-Auditor

Approved as to form & compliance with law:

_____
County Attorney

FEDERAL BUREAU OF INVESTIGATION

By _____
Senior Special Agent

Date _____

Approved as to form & compliance with law:

_____
Assistant United States Attorney

HOMELAND SECURITY INVESTIGATION

By _____
Senior Special Agent

Date _____

Approved as to form & compliance with law:

_____
Assistant United States Attorney

DRUG ENFORCEMENT ADMINISTRATION (DEA)

By _____
Senior Special Agent

Date _____

Approved as to form & compliance with law:

_____
Assistant United States Attorney