

**RESOLUTION 2002-08**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN TOOELE COUNTY, TOOELE CITY, GRANTSVILLE CITY, STOCKTON TOWN, WENDOVER CITY AND CERTAIN LAW ENFORCEMENT/PUBLIC AGENCIES OF THE STATE OF UTAH, CREATING THE TOOELE MULTI-AGENCY DRUG TASK FORCE**

**WHEREAS**, the Board of County Commissioners (Board) of Tooele County, Utah (County) does hereby determine that it is in the public interest and welfare of the residents of the County that the County enter into an Interlocal Agreement with Tooele City, Grantsville City, Stockton Town, Wendover City, and certain law enforcement/public agencies of the State of Utah, creating the Tooele Multi-Agency Drug Task Force; and

**WHEREAS**, an Interlocal Agreement (Agreement) has been prepared for approval and execution by and between the County and other public entities; and

**WHEREAS**, under the Utah Interlocal Cooperation Act, Utah Code Annotated 11-13-1, et seq., 1953, as amended, any two or more public agencies, as defined therein, may enter into agreements with one another for joint or cooperative action and may also contract with each other to perform any governmental services, activities or undertaking which each public agency entering into the contract is authorized by law to perform, but that the agreement is to be authorized by resolution;

**NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE COUNTY COMMISSION**, as follows:

1. The Agreement, as attached hereto, entitled "Tooele Multi-Agency Drug Task Force Interlocal Agreement" is hereby accepted and approved by the Board. The Chair of the Board is

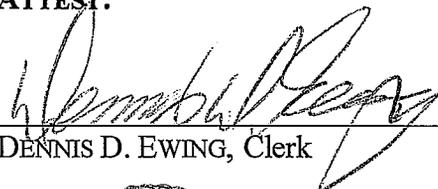
Res. 2002-08

authorized to execute and the County Clerk to attest and seal that Agreement for and in behalf of Tooele County.

2. This Resolution shall take effect immediately upon its approval and adoption by the Board and its filing in the office of the Tooele County Clerk.

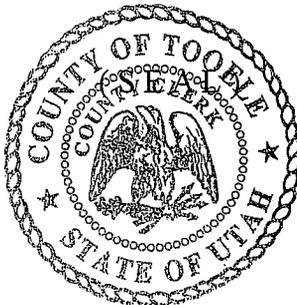
**DATED** this 23<sup>rd</sup> day of April 2002.

**ATTEST:**

  
DENNIS D. EWING, Clerk

**TOOELE COUNTY LEGISLATIVE BODY**

  
DENNIS ROCKWELL, Chairman



Commissioner Rockwell voted aye  
Commissioner Hunsaker voted absent  
Commissioner White voted aye

**APPROVED AS TO FORM:**

  
DOUGLAS J. AHLSTROM  
Tooele County Attorney

# **TOOELE MULTI-AGENCY DRUG TASK FORCE**

## **INTERLOCAL AGREEMENT**

This 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: Tooele County, Tooele City, Grantsville City, Stockton Town, Wendover City, and certain Law Enforcement/Public agencies of the State of Utah.

### **RATIONALE FOR ESTABSHLING TASK FORCE**

**WHEREAS** Sections 11-13-1, et. seq., Utah Code Ann. 1953, as amended, commonly known as the Interlocal Cooperation 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 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 Cooperation 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 Tooele Multi-Agency 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 coordination 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 cooperative 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 and/or Governing Board of 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 Tooele County Attorney or his designee;
2. The Tooele County Sheriff or his designee;
3. The Chief of the Tooele City Police Department or his designee;
4. The Chief of the Grantsville City Police Department or his designee;
5. The Stockton Town Marshall or his designee;
6. The Chief of the Wendover City Police Department or his designee.
7. The Chief Law Enforcement Agent from the Department Of Correction or his designee.
8. The Chief Law Enforcement officer from the State Bureau Investigations/Department of Public Safety or his designee.

Each member of the Board of Directors shall serve at the pleasure of the governing/incorporated 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. A majority of the Board of Directors present at a given meeting shall constitute a quorum. No meeting may be convened with fewer than five board members present. 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. In the event of a tie vote the County Attorney shall abstain from voting after giving a legal opinion and recommendation to the rest of Board of Directors.

The Board of Directors shall schedule regular meetings at least once in each month of each fiscal year. Special meetings may be called at any time upon three days

### **III. BOARD OF DIRECTORS** (continued)

notice by the Chairman or Vice Chairman of the Board of Directors. Any Board member may request a special meeting from the Chairman or Vice Chairman of the Board of Directors. A quorum of the Board of Directors may waive the three-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. Each shall be selected on a yearly basis on a majority vote in secret ballot unless secret ballot is waived by a majority vote of the Board members. The officers are eligible for re-election. The Chairman and the Task Force Commander cannot be from the same agency. 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. Establish financial audits as deemed necessary, but ensure that at least one audit per year be performed, and may have an additional audit performed upon the completion of any unit commander's term.
3. Review and approve an annual report of the preceding year's activities to the Executive/Legislative bodies.
4. Conduct program evaluations as needed.
5. Review federal and state grant money as may be available.
6. Recommend and establish the appointment of staff as needed.
7. Establish fiscal, budgeting, procurement, audit and operating policies as needed.
8. Recommend appropriate training.
9. Regulate and provide directives to the Task Force Command Committee.
10. Assist such other duties as determined/recommended by the Task Force Command Committee.
11. To create policy and procedures to direct the every day activities for the Task Force, Task Force Command Committee and Board of Directors.
12. Select a Task Force Commander.
13. Select two assistant Task Force Commanders.
14. Approve bills or funds disbursed from the Trust Account.
15. Approve previous Board meeting minutes.

### **IV. TASK FORCE COMMAND COMMITTEE**

There is hereby created a Task Force Command Committee made up of the Task Force Commander and two Assistant Task Force Commanders or their respective designees, each of whom shall have one vote and must belong to the Task Force. The

#### IV. TASKFORCE COMMAND COMMITTEE (continued)

Task Force Command Committee Chairman cannot be from the same agency as the Board of Directors Chairman, nor can any of the three Task Force Command Committee members belong to the same agency.

The Task Force Command Committee Chairman shall serve as the Task Force Commander. The Chairman of the Task Force Command Committee shall preside at Task Force Command Committee meetings and shall be empowered to act for the Task Force Command Committee under circumstances, that preclude the calling of a Task Force Command Committee meeting, subject to ratification by the Task Force Command Committee thereafter.

The Task Force Command Committee shall hold regular meetings at least once in each calendar week and may meet more often as required. Any member of the Task Force Command Committee or the Task Force Commander may call a meeting of the Task Force Command Committee upon one day's notice. The one-day notices may be waived retroactively by a quorum of the Task Force Command Committee members. The Task Force Command Committee may take any appropriate action by a majority vote of the members.

The duties of the Task Force Command Committee shall be to:

1. Review and oversee the activities of the Task Force operations.
2. Conduct financial audits as directed by the Board of Directors, but ensure that at least one audit per year be performed in accordance with applicable state or federal regulations and may require an additional audit be performed upon the completion of any Task Force Commander's term.
3. Issue an annual report of the preceding year's activities to the participants.
4. Conduct program evaluations.
5. Seek federal and state grant money as may be available.
6. Provide for the appointment of staff as needed.
7. Recommend fiscal, budget and procurement, audit and operating policies as needed. All disbursements of funds must be approved by majority vote. If applicable all checks must be signed by two Task Force Command Committee Members.
8. Conduct training as appropriate.
9. Coordinate and monitor the cases to ensure proper timing of investigation, and make decisions concerning case continuance, referrals, confidential informants, refocusing and closure.
10. Provide monthly reports to the Board of Directors.
11. Conduct such other duties as determined by the Board of Directors.

## V. TASK FORCE COMMANDER

The Task Force shall be headed by a Commander, which is the chairman of Task Force Command Committee. The Task Force shall primarily investigate crimes related to controlled substances and gangs. The Task Force has a duty to notify the affected jurisdictions of all crimes discovered in the course of investigation and any Task Force activity occurring within the jurisdiction, provided such notification might be delayed, if, in the discretion of the Board of Directors Chairman, or Vice Chairman if conflicts in the Chair exist, notification may hinder a current Task Force investigation.

The Task Force Commander shall:

1. Be a peace officer selected from participants agency to serve as the daily administrator.
2. Be in charge of directing daily Task Force activities subject to the approval of the Task Force Command Committee.
3. Be responsible for the administrative activity of the Task Force including maintaining financial records and reporting as required by the Task Force Command Committee.
4. Prepare and recommend Task Force operating policy for the approval of the Task Force Command Committee and Board Of Directors.
5. Perform such other duties as required by the Board Of Directors.
6. Meet weekly and provide activity reports to the Chairman of the Board Of Directors or as often as required by the Chairman.
7. Assign cases to agents/officers for investigation, which should be approved by the Task Force Command Committee.

## VI. SCOPE OF JURISDICTION

All of the creating public agencies acknowledge the territorial jurisdiction of the Task Force to be that of Tooele 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.

All controlled substances and gang leads and investigations should be referred to the Task Force. The Task Force may decline any case for cause. All controlled substances and gang investigations should have a participant from the appropriate jurisdiction if at all possible.

## VIII. TASK FORCE FUNDING

Funding for the operation of the Task Force for the initial fiscal year beginning July 1, 2002 shall be through a grant funded by the Utah Commission on Criminal and Juvenile Justice, and a cash match made by the Tooele Multi-Agencies Drug Task Force participating agencies as outlined below. Personnel contributions by the public agencies party to this agreement shall be as follows: (1) Tooele County Attorney's Office has assigned an attorney; (2) Tooele City Police Department has assigned an investigative officer, and a supervisor; (3) Tooele County Sheriff's Office has assigned an investigative officer, and supervisor; (4) Stockton Town Police Department has assigned an investigative officer; and (5) Grantsville City Police Department has assigned an investigative officer. All dues and/or matching grant funds shall be: (1) Tooele County Sheriff's Department twenty five percent; (2) Tooele City Police Department fifty five percent; (3) Grantsville City Police Department fifteen percent; (4) Wendover City Police Department four percent; and (5) Stockton Town Marshals Department one percent.

The Board of Directors shall establish a Trust Account under one of the participant's municipal corporate structures, for the purpose of accumulating monies from forfeitures, matching grant funds and/or appropriate dues. The Trust Account shall be funded to the sum and amount deemed appropriate by the Board of Directors. The appropriate legislative body of each jurisdiction must approve all their individual dues and/or matching grant funds.

Beginning in 2002 and annually thereafter by the 1<sup>st</sup> of April of each year, the Task Force Commander Committee shall prepare a proposed budget and assessment schedule for the following fiscal year beginning every July 1<sup>st</sup>, for City participants and January 1<sup>st</sup>, for County participants. Said proposed budget and assessment schedule shall be approved or modified by the Board of Directors. 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.

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. Any limitation will be determined by a majority vote of the Board of Directors. Nothing in the 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 equipment and personnel to the Task Force shall absorb all costs associated with such personnel including salaries, benefits, and other

## **VIII. TASK FORCE FUNDING** (continued)

obligations; provided, however, 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 or grants, 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 Task Force Command Committee 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.

In preparing the proposed budget and assessment schedule for fiscal year 2002 – 03 and each successive year thereafter, the Task Force Commander shall take into account past seizures, forfeitures and grants and should project future seizures, forfeitures and grants if applicable.

## **IX. TASK FORCE AND PARTICIPATING MEMBER LIABILITY AND INDEMNIFICATION**

Each public agency shall functionally supervise the personnel who are assigned to the Task Force. Each public agency party hereto agrees to indemnify and hold each other participant public agencies 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 any creating public agency may withdraw at the end of a fiscal year upon thirty (30) day's 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 (15) consecutive days. The withdrawing public agency shall notify the Task Force Command Committee prior to withdrawal, if possible, otherwise as soon as practical thereafter. Withdrawal of personnel for a period in excess of fifteen (15) consecutive days may be allowed by withdrawing public agency upon a majority vote of the Task Force Command Committee. However, withdrawal of personnel for a period of excess of thirty (30) consecutive days will not be allowed without approval of the entire Board of Directors.

## **X. TASK FORCE DURATION AND DISSOLUTION** (continued)

The Board of Directors may terminate this Agreement upon a majority vote of the total membership of the Board of Directors. Upon withdrawal of any participant agency, the withdrawing creating public participant 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 funds held by the Task Force, in proportion to the withdrawing agency's most recent annual assessment/dues or matching contribution. It should be noted the withdrawing participant agency might only obtain the amount of funds it contributed in the last fiscal year.

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. Upon termination of this entire Agreement, all total available funds shall be distributed among the agencies then party hereto at the time of termination proportionately according to the most recent annual assessment. Any period of time stated in this Agreement shall be computed from the original signed date of the respective corporations. Other jurisdictions not an original party to this Agreement may join with the approval of the Board of Directors. The Task Force Command Committee 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 their own department's policy and procedure and also the Task Force operational policy and procedures. However, in case of conflict with their own policies and procedures, the Task Force Command Committee shall obtain a variance from the agencies' chief administrators.

The Task Force shall have no authority to discipline a peace/law enforcement officer except that the Task Force Command Committee 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/representative to the Task Force within fifteen (15) days.

The Task Force Command Committee shall prepare Policies and Procedures for approval by the Board of Directors. Said Policies and Procedures shall govern the operations of the Task Force as set forth herein. The Task Force Commander and Assistant Commanders shall effectuate the recommendations of the Board of Directors with respect to Policies and Procedures.

## XI. TASK FORCE OPERATIONAL POLICIES & PROCEDURES (continued)

The following special policies shall, in addition to the foregoing terms and conditions, be in effect and followed as well, to wit:

- A. Press releases will be made only by the Board of Directors designee, using the guidelines established by the Board of Directors.
- B. Informants will be utilized only to the extent that their assistance is necessary to accomplish Task Force goals. Informants will be handled in accordance with established procedures consistent with policies established by the U.S. Department of Justice ("Managing Confidential Informant Funds") in all federal/state grants. The case agent should maintain control of an informant; and all contacts with the informant should be made by the case agent or his designee unless changed by the Task Force Command Committee. The Department of Corrections Professional Standards Bureau must first approve all Department of Correction confidential informants under the supervision of Adult Probation & Parole.
- C. The Chief Law Enforcement Administrator of the appropriate jurisdiction must approve all forcible entry search warrants into private domain. Each agency may use its own entry team, which decision is solely the discretion of the Chief Law Enforcement Administrator of the local jurisdiction.
- D. Evidence collected from a crime scene should be stored at one evidence room if at all possible and the primary agency will be determined by the Board of Directors.
- E. If funds are lost out of the Task Force budget, the Task Force will be the sole beneficiary for restitution. If any investigative funds that are lost from an investigation that came solely from a single participant agency's budget shall be the beneficiary of restitution ordered by the court upon sentencing.
- D. All employees of the Tooele Multi-Agencies Drug Task Force except as the Board of Directors may otherwise allow, shall be category one-peace/law enforcement officers.
- E. Any other policies and procedures may be adopted by the majority vote of the Board of Directors.
- F. The Board of Directors shall approve the bug channel to be assigned to only the investigation personnel.
- G. All controlled substances leads and drug investigations should only be discussed and worked by the Task Force investigators. All other officers/patrolman and administrators should remain out of the investigations if at all possible.
- H. Any previous drug cases prior to the signing of this agreement may be finished by the original department without involving the Task Force, however all new cases should be referred.

**XII. LEAD PUBLIC AGENCY**

The public agencies parties to this Agreement stipulate and agree that neither the Board of Directors, the Task Force Command Committee, nor the Task Force created hereunder are, or shall be, a legal and independent public entity. As a result, 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, Task Force Command Committee, or Board of Directors under this Agreement, which will require entry into agreements with other individuals, business entities, or agencies. If there is a financial aspect, then each legislative body shall ratify the same. Thereafter, all parties hereto shall be individually and severally liable for performance under such other agreements, provided the proposed other agreements have been approved by the Board of Directors 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 effect to this agreement:

DATED this 1st day of May, 2002.

STATE OF UTAH

**Region III Adult Probation & Parole:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Phil Kirk  
Regional Administrator, Region III  
Department Of Corrections

**State Bureau Investigation/Department of Public Safety:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Robert L. Fowlers  
Public Safety Commissioner  
Department of Public Safety

**XII. LEAD PUBLIC AGENCY** (continued)

**Tooele City:**

By: \_\_\_\_\_  
Charlie Roberts  
Tooele City Mayor

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Patrick Dunlavy  
Tooele City Recorder

Date: \_\_\_\_\_

\_\_\_\_\_  
Roger Baker  
Tooele City Attorney

Date: \_\_\_\_\_

\_\_\_\_\_  
Ron Kirby  
Tooele City Chief of Police

Date: \_\_\_\_\_

**XII. LEAD PUBLIC AGENCY** (continued)

**Grantsville City:**

By: \_\_\_\_\_  
Byron Anderson  
Grantsville City Mayor

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Wendy Palmer  
Grantsville City Recorder

Date: \_\_\_\_\_

\_\_\_\_\_  
Ron Elton  
Grantsville City Attorney

Date: \_\_\_\_\_

\_\_\_\_\_  
Dan Johnson  
Grantsville City Chief of Police

Date: \_\_\_\_\_

XII. LEAD PUBLIC AGENCY (continued)

Tooele County:

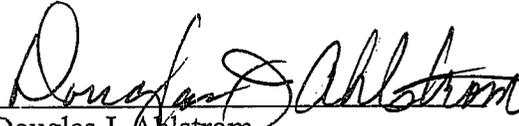
By: \_\_\_\_\_  
Dennis Rockwell, Chairman  
Tooele County Commissioner

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Dennis D. Ewing  
Tooele County Recorder

Date: \_\_\_\_\_

  
\_\_\_\_\_  
Douglas J. Ahlstrom  
Tooele County Attorney

Date: 4/17/02

  
\_\_\_\_\_  
Frank A. Scharmann  
Tooele County Sheriff

Date: 4-19-02

**XII. LEAD PUBLIC AGENCY** (continued)

**Stockton Town:**

By: \_\_\_\_\_  
Barry Thomas  
Stockton Town Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Ellen Montague  
Stockton Town Recorder

Date: \_\_\_\_\_

\_\_\_\_\_  
Curt Morris  
Town of Stockton Attorney

Date: \_\_\_\_\_

\_\_\_\_\_  
James Parker  
Stockton Town Marshal

Date: \_\_\_\_\_

**XII. LEAD PUBLIC AGENCY** (continued)

**Wendover City:**

By: \_\_\_\_\_  
Steve Perry  
Wendover City Mayor

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Margaret Wheeler  
Wendover City Recorder

Date: \_\_\_\_\_

\_\_\_\_\_  
Mark Bell  
Wendover City Attorney

Date: \_\_\_\_\_

\_\_\_\_\_  
Vaughn Tripp  
Wendover City Chief of Police

Date: \_\_\_\_\_

# TOOELE MULTI-AGENCY DRUG TASK FORCE

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This agreement is made and executed by and among the following undersigned creating public agencies: Tooele County, Tooele City, Grantsville City, Stockton Town, Wendover City, and certain Law Enforcement/Public agencies of the State of Utah.

## RATIONALE FOR ESTABLISHING TASK FORCE

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

**WHEREAS**, all 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;

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7. The Chief Law Enforcement Agent from the Department Of Correction or his designee.
8. The Chief Law Enforcement officer from the State Bureau Investigations/Department of Public Safety or his designee.

Each member of the Board of Directors shall serve at the pleasure of the governing/incorporated 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. A majority of the Board of Directors present at a given meeting shall constitute a quorum. No meeting may be convened with fewer than five board members present. 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. In the event of a tie vote the County Attorney shall abstain from voting after giving a legal opinion and recommendation to the rest of Board of Directors.

The Board of Directors shall schedule regular meetings at least once in each month of each fiscal year. Special meetings may be called at any time upon three days

### **III. BOARD OF DIRECTORS** (continued)

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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. Each shall be selected on a yearly basis on a majority vote in secret ballot unless secret ballot is waived by a majority vote of the Board members. The officers are eligible for re-election. The Chairman and the Task Force Commander cannot be from the same agency. The duties of the officers shall be assigned by the Board of Directors.

The duties of the Board of Directors shall be to:

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3. Review and approve an annual report of the preceding year's activities to the Executive/Legislative bodies.
4. Conduct program evaluations as needed.
5. Review federal and state grant money as may be available.
6. Recommend and establish the appointment of staff as needed.
7. Establish fiscal, budgeting, procurement, audit and operating policies as needed.
8. Recommend appropriate training.
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10. Assist such other duties as determined/recommended by the Task Force Command Committee.
11. To create policy and procedures to direct the every day activities for the Task Force, Task Force Command Committee and Board of Directors.
12. Select a Task Force Commander.
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15. Approve previous Board meeting minutes.

### **IV. TASK FORCE COMMAND COMMITTEE**

There is hereby created a Task Force Command Committee made up of the Task Force Commander and two Assistant Task Force Commanders or their respective designees, each of whom shall have one vote and must belong to the Task Force. The

#### **IV. TASKFORCE COMMAND COMMITTEE** (continued)

Task Force Command Committee Chairman cannot be from the same agency as the Board of Directors Chairman, nor can any of the three Task Force Command Committee members belong to the same agency.

The Task Force Command Committee Chairman shall serve as the Task Force Commander. The Chairman of the Task Force Command Committee shall preside at Task Force Command Committee meetings and shall be empowered to act for the Task Force Command Committee under circumstances, that preclude the calling of a Task Force Command Committee meeting, subject to ratification by the Task Force Command Committee thereafter.

The Task Force Command Committee shall hold regular meetings at least once in each calendar week and may meet more often as required. Any member of the Task Force Command Committee or the Task Force Commander may call a meeting of the Task Force Command Committee upon one day's notice. The one-day notices may be waived retroactively by a quorum of the Task Force Command Committee members. The Task Force Command Committee may take any appropriate action by a majority vote of the members:-

The duties of the Task Force Command Committee shall be to:

1. Review and oversee the activities of the Task Force operations.
2. Conduct financial audits as directed by the Board of Directors, but ensure that at least one audit per year be performed in accordance with applicable state or federal regulations and may require an additional audit be performed upon the completion of any Task Force Commander's term.
3. Issue an annual report of the preceding year's activities to the participants.
4. Conduct program evaluations.
5. Seek federal and state grant money as may be available.
6. Provide for the appointment of staff as needed.
7. Recommend fiscal, budget and procurement, audit and operating policies as needed. All disbursements of funds must be approved by majority vote. If applicable all checks must be signed by two Task Force Command Committee Members.
8. Conduct training as appropriate.
9. Coordinate and monitor the cases to ensure proper timing of investigation, and make decisions concerning case continuance, referrals, confidential informants, refocusing and closure.
10. Provide monthly reports to the Board of Directors.
11. Conduct such other duties as determined by the Board of Directors.

## V. TASK FORCE COMMANDER

The Task Force shall be headed by a Commander, which is the chairman of Task Force Command Committee. The Task Force shall primarily investigate crimes related to controlled substances and gangs. The Task Force has a duty to notify the affected jurisdictions of all crimes discovered in the course of investigation and any Task Force activity occurring within the jurisdiction, provided such notification might be delayed, if, in the discretion of the Board of Directors Chairman, or Vice Chairman if conflicts in the Chair exist, notification may hinder a current Task Force investigation.

The Task Force Commander shall:

1. Be a peace officer selected from participants agency to serve as the daily administrator.
2. Be in charge of directing daily Task Force activities subject to the approval of the Task Force Command Committee.
3. Be responsible for the administrative activity of the Task Force including maintaining financial records and reporting as required by the Task Force Command Committee.
4. Prepare and recommend Task Force operating policy for the approval of the Task Force Command Committee and Board Of Directors.
5. Perform such other duties as required by the Board Of Directors.
6. Meet weekly and provide activity reports to the Chairman of the Board Of Directors or as often as required by the Chairman.
7. Assign cases to agents/officers for investigation, which should be approved by the Task Force Command Committee.

## VI. SCOPE OF JURISDICTION

All of the creating public agencies acknowledge the territorial jurisdiction of the Task Force to be that of Tooele 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.

All controlled substances and gang leads and investigations should be referred to the Task Force. The Task Force may decline any case for cause. All controlled substances and gang investigations should have a participant from the appropriate jurisdiction if at all possible.

## VIII. TASK FORCE FUNDING

Funding for the operation of the Task Force for the initial fiscal year beginning July 1, 2002 shall be through a grant funded by the Utah Commission on Criminal and Juvenile Justice, and a cash match made by the Tooele Multi-Agencies Drug Task Force participating agencies as outlined below. Personnel contributions by the public agencies party to this agreement shall be as follows: (1) Tooele County Attorney's Office has assigned an attorney; (2) Tooele City Police Department has assigned an investigative officer, and a supervisor; (3) Tooele County Sheriff's Office has assigned an investigative officer, and supervisor; (4) Stockton Town Police Department has assigned an investigative officer; and (5) Grantsville City Police Department has assigned an investigative officer. All dues and/or matching grant funds shall be: (1) Tooele County Sheriff's Department twenty five percent; (2) Tooele City Police Department fifty five percent; (3) Grantsville City Police Department fifteen percent; (4) Wendover City Police Department four percent; and (5) Stockton Town Marshals Department one percent.

The Board of Directors shall establish a Trust Account under one of the participant's municipal corporate structures, for the purpose of accumulating monies from forfeitures, matching grant funds and/or appropriate dues. The Trust Account shall be funded to the sum and amount deemed appropriate by the Board of Directors. The appropriate legislative body of each jurisdiction must approve all their individual dues and/or matching grant funds.

Beginning in 2002 and annually thereafter by the 1<sup>st</sup> of April of each year, the Task Force Commander Committee shall prepare a proposed budget and assessment schedule for the following fiscal year beginning every July 1<sup>st</sup>, for City participants and January 1<sup>st</sup>, for County participants. Said proposed budget and assessment schedule shall be approved or modified by the Board of Directors. 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.

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. Any limitation will be determined by a majority vote of the Board of Directors. Nothing in the 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 equipment and personnel to the Task Force shall absorb all costs associated with such personnel including salaries, benefits, and other

## **VIII. TASK FORCE FUNDING** (continued)

Obligations; provided, however, 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 or grants, 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 Task Force Command Committee 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.

In preparing the proposed budget and assessment schedule for fiscal year 2002 – 03 and each successive year thereafter, the Task Force Commander shall take into account past seizures, forfeitures and grants and should project future seizures, forfeitures and grants if applicable.

## **IX. TASK FORCE AND PARTICIPATING MEMBER LIABILITY AND INDEMNIFICATION**

Each public agency shall functionally supervise the personnel who are assigned to the Task Force. Each public agency party hereto agrees to indemnify and hold each other participant public agencies 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 any creating public agency may withdraw at the end of a fiscal year upon thirty (30) day's 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 (15) consecutive days. The withdrawing public agency shall notify the Task Force Command Committee prior to withdrawal, if possible, otherwise as soon as practical thereafter. Withdrawal of personnel for a period in excess of fifteen (15) consecutive days may be allowed by withdrawing public agency upon a majority vote of the Task Force Command Committee. However, withdrawal of personnel for a period of excess of thirty (30) consecutive days will not be allowed without approval of the entire Board of Directors.

## **X. TASK FORCE DURATION AND DISSOLUTION** (continued)

The Board of Directors may terminate this Agreement upon a majority vote of the total membership of the Board of Directors. Upon withdrawal of any participant agency, the withdrawing creating public participant 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 funds held by the Task Force, in proportion to the withdrawing agency's most recent annual assessment/dues or matching contribution. It should be noted the withdrawing participant agency might only obtain the amount of funds it contributed in the last fiscal year.

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. Upon termination of this entire Agreement, all total available funds shall be distributed among the agencies then party hereto at the time of termination proportionately according to the most recent annual assessment. Any period of time stated in this Agreement shall be computed from the original signed date of the respective corporations. Other jurisdictions not an original party to this Agreement may join with the approval of the Board of Directors. The Task Force Command Committee 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 their own department's policy and procedure and also the Task Force operational policy and procedures. However, in case of conflict with their own policies and procedures, the Task Force Command Committee shall obtain a variance from the agencies' chief administrators.

The Task Force shall have no authority to discipline a peace/law enforcement officer except that the Task Force Command Committee 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/representative to the Task Force within fifteen (15) days.

The Task Force Command Committee shall prepare Policies and Procedures for approval by the Board of Directors. Said Policies and Procedures shall govern the operations of the Task Force as set forth herein. The Task Force Commander and Assistant Commanders shall effectuate the recommendations of the Board of Directors with respect to Policies and Procedures.

## XI. TASK FORCE OPERATIONAL POLICIES & PROCEDURES (continued)

The following special policies shall, in addition to the foregoing terms and conditions, be in effect and followed as well, to wit:

- A. Press releases will be made only by the Board of Directors designee, using the guidelines established by the Board of Directors.
- B. Informants will be utilized only to the extent that their assistance is necessary to accomplish Task Force goals. Informants will be handled in accordance with established procedures consistent with policies established by the U.S. Department of Justice ("Managing Confidential Informant Funds") in all federal/state grants. The case agent should maintain control of an informant; and all contacts with the informant should be made by the case agent or his designee unless changed by the Task Force Command Committee. The Department of Corrections Professional Standards Bureau must first approve all Department of Correction confidential informants under the supervision of Adult Probation & Parole.
- C. The Chief Law Enforcement Administrator of the appropriate jurisdiction must approve all forcible entry search warrants into private domain. Each agency may use its own entry team, which decision is solely the discretion of the Chief Law Enforcement Administrator of the local jurisdiction.
- D. Evidence collected from a crime scene should be stored at one evidence room if at all possible and the primary agency will be determined by the Board of Directors.
- E. If funds are lost out of the Task Force budget, the Task Force will be the sole beneficiary for restitution. If any investigative funds that are lost from an investigation that came solely from a single participant agency's budget shall be the beneficiary of restitution ordered by the court upon sentencing.
- D. All employees of the Tooele Multi-Agencies Drug Task Force except as the Board of Directors may otherwise allow, shall be category one-peace/law enforcement officers.
- E. Any other policies and procedures may be adopted by the majority vote of the Board of Directors.
- F. The Board of Directors shall approve the bug channel to be assigned to only the investigation personnel.
- G. All controlled substances leads and drug investigations should only be discussed and worked by the Task Force investigators. All other officers/patrolman and administrators should remain out of the investigations if at all possible.
- H. Any previous drug cases prior to the signing of this agreement may be finished by the original department without involving the Task Force, however all new cases should be referred.

**XII. LEAD PUBLIC AGENCY**

The public agencies parties to this Agreement stipulate and agree that neither the Board of Directors, the Task Force Command Committee, nor the Task Force created hereunder are, or shall be, a legal and independent public entity. As a result, 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, Task Force Command Committee, or Board of Directors under this Agreement, which will require entry into agreements with other individuals, business entities, or agencies. If there is a financial aspect, then each legislative body shall ratify the same. Thereafter, all parties hereto shall be individually and severally liable for performance under such other agreements, provided the proposed other agreements have been approved by the Board of Directors 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 effect to this agreement:

DATED this 1st day of May, 2002.

STATE OF UTAH

**Region III Adult Probation & Parole:**

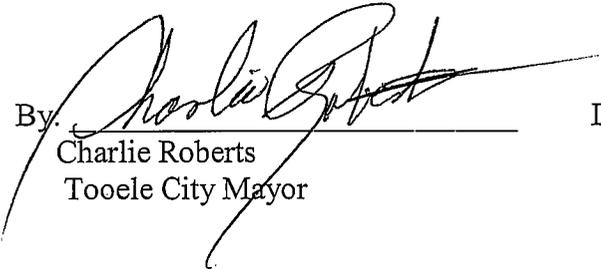
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Phil Kirk  
Regional Administrator, Region III  
Department Of Corrections

**State Bureau Investigation/Department of Public Safety:**

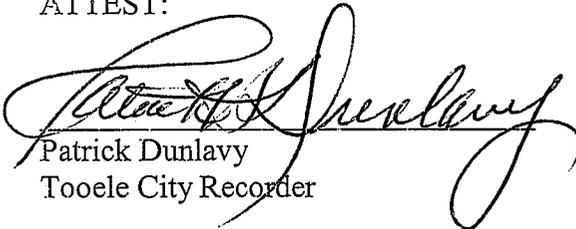
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Robert L. Fowlers  
Public Safety Commissioner  
Department of Public Safety

**XII. LEAD PUBLIC AGENCY** (continued)

**Tooele City:**

By:  Date: 4-25-02  
Charlie Roberts  
Tooele City Mayor

ATTEST:

 Date: 4/28/02  
Patrick Dunlavy  
Tooele City Recorder

 Date: 4-29-02  
Roger Baker  
Tooele City Attorney

 Date: 4-19-02  
Ron Kirby  
Tooele City Chief of Police

XII. LEAD PUBLIC AGENCY (continued)

Grantsville City:

By: Byron Anderson Date: 5-3-02  
Byron Anderson  
Grantsville City Mayor

ATTEST:

Wendy Palmer Date: 5-3-02  
Wendy Palmer  
Grantsville City Recorder

Ron Elton Date: 5/6/02  
Ron Elton  
Grantsville City Attorney

Dan Johnson Date: 5/3/2002  
Dan Johnson  
Grantsville City Chief of Police

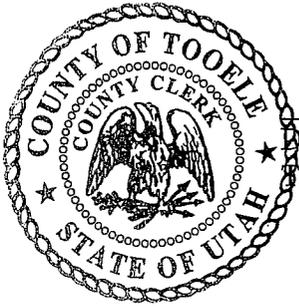
XII. LEAD PUBLIC AGENCY (continued)

Tooele County:

By: *Dennis Rockwell*  
Dennis Rockwell, Chairman  
Tooele County Commissioner

Date: \_\_\_\_\_

ATTEST:



*Dennis D. Ewing*  
Dennis D. Ewing  
Tooele County Recorder

Date: \_\_\_\_\_

*Douglas J. Ahlstrom*  
Douglas J. Ahlstrom  
Tooele County Attorney

Date: 4/17/02

*Frank A. Scharmann*  
Frank A. Scharmann  
Tooele County Sheriff

Date: 4-19-02

**XII. LEAD PUBLIC AGENCY** (continued)

**Stockton Town:**

By: Barry Thomas  
Barry Thomas  
Stockton Town Mayor

Date: 4/15/2002

ATTEST:

Ellen Montague  
Ellen Montague  
Stockton Town Recorder

Date: 4/15/2002

Curt Morris  
Curt Morris  
Town of Stockton Attorney

Date: 4/15/2002

James Parker  
James Parker  
Stockton Town Marshal

Date: 4/15/2002

**XII. LEAD PUBLIC AGENCY** (continued)

**Wendover City:**

By: Steve B Perry Date: 6-5-02  
Steve Perry  
Wendover City Mayor

ATTEST:

Margaret L. Wheeler Date: 6/5/02  
Margaret Wheeler  
Wendover City Recorder

Mark Bell Date: 6/4/02  
Mark Bell  
Wendover City Attorney

Chief Vaughn Tripp Date: 6/5/02  
Vaughn Tripp  
Wendover City Chief of Police