

# COTTONWOOD HEIGHTS

## RESOLUTION NO. 2014-37

### A RESOLUTION APPROVING ENTRY INTO AN INTERLOCAL AGREEMENT FOR THE METROPOLITAN NARCOTICS TASK FORCE

**WHEREAS**, the Interlocal Cooperation Act, UTAH CODE ANN. §11-13-101 *et. seq.* (the “*Interlocal Cooperation Act*”), provides that any two or more public agencies may enter into agreements with one another for joint or cooperative action following the adoption of an appropriate resolution by the governing body of each participating public agency; and

**WHEREAS**, Section 873(a)(7) of Title 21, USC, authorizes the Drug Enforcement Agency (the “*DEA*”) to enter into cooperative agreements with state and local governmental agencies; and

**WHEREAS**, the municipal council (the “*Council*”) of the city of Cottonwood Heights (“*City*”) met in regular session on 24 June 2014 to consider, among other things, approving City’s entry into a “Metropolitan Narcotics Task Force Agreement” (the “*Agreement*”) with the DEA and various other local and state governmental entities (collectively, the “*Agencies*”) with jurisdiction in Salt Lake County metropolitan area (the “*Metro Area*”); and

**WHEREAS**, there is evidence that trafficking in narcotics and dangerous drugs exists in the Metro Area, and that such illegal activity has a detrimental effect on the health, safety and general welfare of the Metro Area’s residents; and

**WHEREAS**, the effective investigation and prosecution of drug offenses requires specialized personnel who are able to investigate on a cooperative arrangement; and

**WHEREAS**, the coordinated efforts of the Agencies can enhance the enforcement of laws against drug trafficking; and

**WHEREAS**, the Agencies are also parties to previously executed interlocal cooperation agreements regarding law enforcement, which are still in effect and will remain in effect during and after the expiration of the Agreement; and

**WHEREAS**, City and the other Agencies desire to update their existing agreements facilitating and formalizing cooperative working arrangements; and

**WHEREAS**, pursuant to the authority granted in the Interlocal Cooperation Act and federal law, City and the other Agencies desire to enter into the Agreement; and

**WHEREAS**, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto; and

**WHEREAS**, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of City’s residents to approve City’s entry into the

Agreement as proposed;

**NOW, THEREFORE, BE IT RESOLVED** by the city council of the city of Cottonwood Heights that the attached Agreement be, and hereby is, approved, and that City's mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of City; and

**BE IT FURTHER RESOLVED** by the city council of the city of Cottonwood Heights that all prior actions of city officers and employees in executing and delivering the Agreement, and acting thereunder, are hereby ratified and confirmed.

This Resolution, assigned no. 2014-37, shall take effect immediately upon passage.

**PASSED AND APPROVED** this 24<sup>th</sup> day of June 2014.

**COTTONWOOD HEIGHTS CITY COUNCIL**

By   
**Kelvyn H. Cullimore, Jr., Mayor**

**ATTEST:**



  
**Kory Solonio, Recorder**

**VOTING:**

Kelvyn H. Cullimore, Jr.	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael L. Shelton	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
J. Scott Bracken	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael J. Peterson	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Tee W. Tyler	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

**DEPOSITED** in the office of the City Recorder this 24<sup>th</sup> day of June 2014.

**RECORDED** this 25 day of June 2014.

**METROPOLITAN NARCOTICS TASK FORCE AGREEMENT  
SALT LAKE CITY, UTAH**

This AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the following agencies: Drug Enforcement Administration (DEA), Salt Lake City, Unified Police Department of Greater Salt Lake, Utah Department of Public Safety, West Valley City, Murray City, Sandy City, West Jordan City, South Jordan City, Department of Corrections, Summit County Sheriff Office, and Cottonwoods Heights City, which, individually and collectively are sometimes referred to as “Participating Agency” or “Participating Agencies.” This agreement supersedes the previous “Agreement” dated July 27, 2007.

**WITNESSETH:**

**WHEREAS**, there is evidence that trafficking in narcotics and dangerous drugs exists in the State of Utah, including the Salt Lake County Metropolitan and surrounding area which encompasses all of the Participating Agencies (herein the “Metro Area”); and

**WHEREAS**, such illegal activity has a detrimental effect on the health and general welfare of the people of the Metro Area; and

**WHEREAS**, the effective investigation and prosecution of controlled substance offenses requires specialized personnel, who are able to investigate on a cooperative arrangement; and

**WHEREAS**, the coordinated efforts of federal, state, and local law enforcement agencies can enhance the enforcement of laws against drug trafficking; and

**WHEREAS**, Sections 11-13-101, et seq., Utah Code Annotated, 1953 as amended, “Interlocal Co-operation Act,” authorizes public agencies to enter into agreements for providing joint governmental services, including law enforcement; and

**WHEREAS**, Title 21 USC 873 (a)(7) authorizes DEA to enter into this agreement; and

**WHEREAS**, the Participating Agencies are also parties to previously executed Interlocal Cooperation Agreements regarding law enforcement, which are still in effect and will remain in effect following the expiration of this agreement; and

**WHEREAS**, the Participating Agencies named below would like to update their existing agreements facilitating and formalizing cooperative working arrangements; and

**WHEREAS**, Cottonwood Heights City would like to join as a Participating Agency; and

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

NOW, THEREFORE, the Participating Agencies do mutually agree, pursuant to the Interlocal Co-operation Act, as follows:

1. GENERAL PURPOSE OR MISSION STATEMENT.

The Drug Enforcement Administration (DEA) is a component of the United States Department of Justice responsible for enforcing the Controlled Substances Act of 1970 as amended. The DEA combines its resources with the expertise, abilities and knowledge of state and local officers as well as their inherent familiarity with their jurisdiction by forming local task forces. Task Forces in turn produce effective drug law enforcement investigations by combining resources and talent, exponentially increasing the efficiency and effectiveness of all Participating Agencies. In cooperation with this Task Force’s fiduciary organization — Murray City, The Metropolitan Narcotics Task Force (herein the “Task Force”), originally created by a prior Interlocal Agreement and herein reconstituted shall perform the activities and duties described below:

- (a) Disrupt illicit drug trafficking in the State and Metro Area by immobilizing, dismantling, and disrupting targeted multi-tiered organizations and individuals involved in the production, distribution, transportation, selling, or trafficking of illicit substances;
- (b) Gather, report, and exchange intelligence data, to include financial data and derivative information, with the Participating Agencies relating to trafficking in narcotics and dangerous drugs; and
- (c) Conduct undercover operations, where appropriate, and engage in such other traditional methods of investigation, as necessary, so that the Task Force’s activities result in effective prosecution before the courts of the United States or the State of Utah, or other jurisdictions, as determined by the Task Force in consultation with the prosecuting attorney.

2. TASK FORCE PARTICIPATION.

- (a) Membership Appointment. To accomplish the above, each Participating Agency, through its law enforcement Department, will provide one or more experienced officers (herein the “Task Force Officers” or “TFO’s”) to the Task Force, for a period of not less than two years, as follows:

<u>Agency Law Enforcement Department</u>	<u>Number of Task Force Officers/Agents Currently Provided:</u>
Drug Enforcement Administration	21
Salt Lake City Police Department	8
Unified Police Department	1
Utah Department of Public Safety	1
West Valley City Police Department	1
Murray City Police Department	1
Sandy City Police Department	1
Summit County Sheriff Department	1
West Jordan City Police Department	1
South Jordan City Police Department	0

Utah Department of Corrections	0
Cottonwood Heights	1

- (b) New Member Approval. Any public agency within Salt Lake County and regional area may apply for membership to the Task Force. The Executive Board may only accept an applicant by a unanimous vote. If accepted, the applicant must agree in writing to be bound by the terms and conditions of this Agreement.

3. TASK FORCE ADMINISTRATION.

- (a) DEA Operational Control. During their period of assignment, Task Force Officers and DEA Special Agents shall be under the operational control and supervision of the DEA’s Assistant Special Agent in Charge for the Salt Lake City District Office (herein the “ASAC”). The ASAC shall work directly with the Task Force Executive Board.
- (b) Organizational Chart. Organization of the Task Force shall be organized according to an organizational chart developed through the cooperative efforts of DEA and the Task Force Advisory Board. The organizational chart shall include first and second line supervisors, who each shall report to the ASAC through an established chain-of-command. The ASAC or his/her designee will maintain a copy of the current organizational chart.
- (c) Deputy Director. A Deputy Director for Task Force Operations (herein the “Deputy Director”) will be appointed by the Executive Board, established pursuant to paragraph 6 of this Agreement, after first obtaining the non-binding advice or recommendation of the ASAC. The Deputy Director shall support the ASAC in the administration of the Task Force’s funding and operational matters, as well as other assignments deemed appropriate by the ASAC.
- (d) Policy Formulation. The overall policy for the Task Force shall be established by the DEA and the Task Force Executive Board.

4. HOST FUNDING AGENCY.

There shall be one Host Funding Agency (HFA), which initially is designated as Murray City. The Executive Board may designate an HFA only at the beginning of a fiscal year. The HFA shall be one of the Participating Agencies and shall provide the following ministerial functions:

- (a) Grantee. The HFA is authorized to be, and shall be, the recipient of any grant money awarded and shall receive the funds in trust directly for distribution to the Task Force. The Task Force and the HFA share the responsibility for ensuring that the project described in the application is successfully carried out, including ensuring the funds expended are expended for only eligible activities.

- (b) Procurement. The Task Force hereby adopts the relevant procurement procedures of the HFA Murray City, and shall consult with the HFA in all procurement matters. The Task Force may consult with HFA employees regarding any interpretation of procurement procedures, but it remains ultimately responsible for properly following the procedures. Any Federal funds expended by MNTF will be accomplished in accord with the Federal Guidelines for Equitable Sharing, controlling regulation, policy, and/or statute as applicable.
- (c) Fiscal Issues. The HFA shall accept all funds, whether from grant monies, forfeited cash, or other sources and is responsible for fiscal accountability and required financial reporting.
- (d) Personnel. The personnel policies of each Participating Agency shall be applied to the administration and conduct of their assigned personnel. Each Participating Agency understands that their personnel shall follow the direction and supervision of superior Task Force personnel and that policies of general application to all employees assigned to the Task Force will apply. In the absence of a specific personnel policy or procedure addressing a particular question or issue, the policies and procedures of the HFA will be consulted for guidance. DEA policies and procedures will apply to its assigned personnel.
- (e) Reimbursement. The HFA shall be entitled to reimbursement of expenses annually to offset reasonable expenses incurred. This reoccurring expense will be authorized by the Executive Board and annual payment will be approved in accordance with Section 8 of this agreement.

Except for the ministerial functions stated herein, the HFA has no other authority or responsibility above or beyond those shared by all Participating Agencies.

## 5. THE ADVISORY BOARD.

An Advisory Board shall be organized. Only the Chief Law Enforcement Officer of each Participating Agency or its designee shall be a member of the Advisory Board; provided that the ASAC shall also be a member of the Advisory Board. The Advisory Board shall meet on a quarterly basis to discuss Task Force business and to receive reports on the enforcement, administrative, and financial aspects of the Task Force from the ASAC and the Executive Board. The Advisory Board may also make recommendations to the Executive Board.

## 6. THE EXECUTIVE BOARD.

- (a) Permanent Members. The Board shall consist of five permanent members: the ASAC, the Chief of the Salt Lake City Police Department, the Sheriff of the Unified Police Department of Greater Salt Lake, the Director of the Utah Department of Public Safety, and the Chief Law Enforcement Officer of the HFA of the Task Force.

- (b) Elected Members. Two additional members of the Executive Board shall be selected from the Advisory Board by a majority vote of the Executive Board. Those two members, who shall be the Chief Law Enforcement Officers of Participating Agencies, shall serve on the Executive Board for a two year period, at which time they shall be replaced by two other members selected by and from the Advisory Board; however, a member whose term has expired may be re-appointed by a 2/3 majority vote of the Advisory Board.
- (c) Duty to Represent Agency. Each Executive Board member is also the primary representative of his or her Department on the Advisory Board.
- (d) Agency Representation; Attendance. Each Participating Agency shall be represented on the Executive Board only by those agency heads designated in this Agreement. Prolonged absence by any Executive Board member from the Executive Board shall be handled between the Executive Board and the absentee to insure proper representation at the Executive Board level.
- (e) Board Chairperson Election; Duties. An Executive Board Chairperson shall be selected by the members of the Executive Board, from its members, to serve in the position for a two-year period, beginning every January of even numbered years. The Executive Board Chairperson shall be the chief spokesperson for the Executive Board and shall chair all Executive Board meetings and Advisory Board meetings.
- (f) Board Function. The function of the Executive Board is to govern and regulate the Task Force with input from the Advisory Board. The Executive Board shall address policy matters and the resolution of jurisdictional or operational problems, which are beyond the ability of the ASAC. Operational matters, such as the selection of investigative targets, the timing and location of investigations, and the selection of investigative techniques shall be the responsibility of the ASAC.
- (g) Voting; Quorum. Five (5) members of the Executive Board in attendance at Executive Board meetings shall constitute a quorum. The Executive Board may take any action permitted by this Agreement if a quorum is present and there are not less than four (4) affirmative votes. Any action voted upon by less than a majority of the full seven member Executive Board shall not take effect until the next meeting of the Executive Board where a quorum is present and where it shall be subject to ratification by a majority of those present. Telephonic or electronic voting is acceptable.

## 7. TASK FORCE OFFICERS AND AGENTS.

- (a) Deputized by DEA. In accord with DEA policy and procedures, officers of each Participating Agency assigned to the Task Force may be deputized by the DEA as TFO's, pursuant to Title 21, United States Code, Section 878. Law Enforcement officers of participating Federal law enforcement agencies shall be cross-

designated by DEA to undertake Title 21 investigations, operating under the supervision of DEA.

- (b) Federal Employee Duties/Obligations. The Participating Agencies acknowledge and understand that, when an official or officer of a Participating Agency is deputized as a Federal law enforcement employee under Title 21, he or she becomes a Federal employee for certain purposes as provided in 21 USC 878, 5 USC 3374 (c) or successor provisions. In particular, a deputized official or officer is covered by the Federal Tort Claims Act (FTCA). 28 USC 2671-2680 or successor provisions. Under the FTCA, the United States of America may be liable for the negligent actions or inactions of an employee acting within the scope of their Federal employment, including their operation of motor vehicles or their conduct of operational or investigative activities in accord with established agency policies or procedures.
- (c) Duty Assignments; Agent Removal. The ASAC has authority to assign and reassign personnel, as he or she feels necessary, including Task Force Officers and Special Agents to the various divisions of the Task Force. However, the officers assigned to the Task Force may be removed from the Task Force by their Participating Agency at its exclusive discretion; however, removal can also occur at the request of the ASAC, after consultation with the Participating Agency, due to difficulties in the officer's performance or issues with the officer's conduct. Any officer removed should be replaced by another experienced officer within thirty (30) calendar days.
- (d) Duty Assignments. Assigned officers are to report daily to the Task Force facility to which they are assigned. Any exceptions should be reported to and arranged with the approval of the first-line supervisor.

Agencies also recognize that each Task Force Officer or Special Agent is assigned to the Task Force on a full-time basis with all direct supervisory authority being undertaken by the Task Force supervisory organization and chain of command. Therefore, any request by Participating Agencies or Federal agents for the temporary return of a Task Force deputized officer for a special operation or special limited assignment shall be directed to and coordinated with the second-line Task Force supervisors.

- (e) DEA Policy/Procedures Applicable. All officers assigned to the Task Force shall adhere to DEA enforcement policies and operational procedures together with those established by the Executive Board. They shall also utilize the DEA reporting and record keeping systems, as determined by the ASAC.

This policy insures the ability of the Task Force to elect prosecution in either state or Federal courts, as determined by the Task Force in consultation with the prosecuting attorney. Failure to adhere to these policies and procedures shall be grounds for dismissal from the Task Force.

Each officer assigned shall also be subject to their individual Department's rules and regulations, to the extent that they are not inconsistent with DEA policy or procedure.

- (f) Training Disciplinary Action. All Task Force officers assigned shall be trained in applicable policies and procedures by the DEA. However, each Participating Agency assigning personnel to the Task Force retains the right to investigate and independently undertake disciplinary action, regarding its own officers. The Task Force and other Participating Agencies shall render full and complete cooperation in resolving each such investigation.
- (g) Vacation/Leave Time/ Travel. Task Force Officers shall submit applications for leave to their first-line Task Force supervisor, including request for annual leave, sick leave, compensatory leave, or other types of leave. The first-line supervisor shall approve leave when reasonable and compatible with the service needs of the Task Force. Copies of Task Force leave records shall be maintained at the Task Force for review by the Participating Agencies of Task Force Officers.

All out-of-town travel for Task Force Officers on official Task Force business shall be coordinated and approved by the first and second-line supervisors.

The leave of second-line supervisors shall be approved by the ASAC.

- (h) Weapons Policy. Task Force Officers shall not routinely carry DEA weapons; however, they may do so when a DEA weapon is issued to a TFO, after confirmation and verification that the TFO is qualified to handle that weapon. All Task Force Officers shall be certified as proficient with their Participating Agency and assigned firearm according to the policies of their Participating Agency. Task Force Officers shall also qualify on the firearms range with their DEA counterparts at times to be determined by the ASAC.
- (i) Compensation. Each Participating Agency shall continue to be responsible for establishing and paying the base salary and benefits of their personnel assigned to the Task Force. Participating Agencies in the Task Force are eligible to receive reimbursement of overtime expenses for their Task Force Officers from DEA and/or from grant monies. The amount of reimbursement shall be governed by existing policies and guidelines.

## 8. FINANCE AND OPERATIONS.

- (a) Funding. Funding for the operation of the Task Force will primarily come from four separate and unequal sources, namely: 1) grant monies from the Rocky Mountain High Intensity Drug Trafficking Area (HIDTA); 2) grant monies from the Bureau of Justice Assistance (BJA); 3) Participating Agencies in the Task Force, and 4) DEA, consistent with then applicable policy and procedures. When appropriate, other funding sources will also be sought.

- (b) Spending Authorization. In response to recommendations made in the May 12, 2014 audit of the Metro Narcotics Task Force asset forfeiture funds from the Department of Justice, Office of Inspector General, Asset Forfeiture and Money Laundering Section this document will serve as a spending authority for non-grant funded task force related expenses.

The Deputy Director is authorized to make payments from the “Chiefs” fund as necessary to pay for regularly occurring bills. These bills include, but are not necessarily limited to, the following:

- Vehicle lease
- Communication and surveillance costs, i.e., air cards, modems, cellular service, office internet and phone service
- Fuel cost for unassigned and special purpose vehicles
- Equipment maintenance to include emergency equipment for newly leased vehicles as well as computer and printer repair
- Awards and plaques for outgoing personnel
- Yearly outside audit costs as required by federal and state law
- New task force officer basic supply kits
- Basic office supplies not covered by grant money
- Annual shooting range fees
- Balance of 5% equivalent of the HIDTA Grant award for administrative costs to fiduciary, not to exceed 20,000 per year.

Assuming that funds are available, these bills may be paid without any further approval from the Executive Board.

The Executive Board also authorizes without prior approval the following expenses with a spending limit not to exceed \$50,000.00 per category per year as deemed necessary by Deputy Director:

- Small equipment purchases not to exceed \$3,500.00 per purchase
- Confidential funds for case related undercover buys
- Overtime which is strictly case related when grant money is expended
- Travel which is strictly case related when grant money is expended

Approval by the Metro Narcotics Task Force Executive Board is required for the following expenditures without exception:

- Training and non-case related travel
- Equipment purchases over \$3,500.00

- (c) Partial Participation. Notwithstanding the inability of any Participating Agency to fully participate financially or with personnel resources, partial participation by any Participating Agency shall entitle that agency to participate in the Task Force, at a reduced level.

- (d) Budgeting: Agency Funding Assessments. Budgetary matters, including grant applications, shall be discussed in advance with the Chairperson, who will present such matters to the Executive Board and/or Advisory Board. By the 15<sup>th</sup> of February each calendar year, the ASAC and Deputy Director shall prepare a proposed budget for Task Force funding for the next fiscal year (July 1 – June 30).

It is anticipated that grant monies and outside funding mechanisms shall cover all operating costs and expenses; however, if those anticipated resources are not adequate the proposed budget shall include a proposed assessment schedule for Task Force members. That document shall be delivered to the Executive Board Chairperson for review and adoption by the Executive Board at their next regular Executive Board meeting.

Subject to appropriation of funds by each Participating Agency legislative body, assessments shall be paid within thirty (30) calendar days of the beginning of the fiscal year (July 1 – June 30), unless other arrangements are made with the approval of the Executive Board.

- (e) No Debt Created. Nothing in this Agreement is intended to bind future governing bodies of any Participating Agency to any level of financial participation.
- (f) Grant Applications. The ASAC and Deputy Director shall be responsible for the preparation of an application for HIDTA and BJA Grant monies, if available, by the deadline imposed for submission of said applications on an annual basis. Said applications shall be submitted to the Commission on Criminal and Juvenile Justice and Rocky Mountain HIDTA for consideration.
- (g) Participating Agency Funding. Matching funds provided by the Task Force Participating Agencies, as approved by their governing bodies and exclusive of DEA, shall be added to those BJA funds granted the Task Force according to BJA regulations.
- (h) HIDTA and BJA Funding: Agency Reimbursements. A combination of HIDTA and BJA funds, including the matching portion, shall be utilized to underwrite the costs of Task Force operations. These funds include, but are not limited to, reimbursement to Participating Agencies for their payments made to Task Force Officers for: overtime; Task Force operational costs; evidence and information purchases; Task Force Officer vehicle leases where appropriate; training; and travel. Overtime costs shall be the Participating Agencies actual overtime costs and shall be reimbursed to the Participating Agency, only after completion and submission of appropriate forms to the Task Force. All overtime shall be verified and approved by the first-line supervisor.
- (i) Record Retention; Audit Cooperation. The Task Force shall permit and have ready for examination and auditing by the DEA, U. S. Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents

(including representatives from HIDTA and the Bureau of Justice Assistance and those administering that program for the State of Utah), any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. The Task Force shall maintain all such reports and records until all audits and examinations are completed or resolved, and as defined by State and Local laws.

- (j) No Reimbursement for Indirect Costs. In no event shall the Task Force Participating Agencies charge any indirect cost rate to DEA for the administration or implementation of this Agreement.
- (k) DEA to Provide Office Space; Rental of Additional Space. Provided space is available, DEA shall provide office space within the existing DEA office, without charge to the Task Force or Task Force Officers, supervisors and support staff. Additional office space may be rented, with the approval of the Executive Board using grant monies, if available and as appropriate. Any increase in support services, such as (but not limited to) alarm, security, and telephone systems may be paid for with grant monies or local funds.
- (l) Procurement Policies. The Task Force may contract with any person or entity for the provisions of services or materials in compliance with contracting and purchasing policies established by the Executive Board, including legal and accounting services.
- (m) Radio Communication. DEA shall provide DEA radio communications equipment to the Task Force Officers sufficient to accomplish their mission. Participating Agencies shall provide local law enforcement radio communications equipment for their Task Force officer(s). The Task Force may provide local law enforcement radio communications for those Task Force personnel whose Participating Agency cannot provide such equipment.
- (n) Duty of Participating Agency to Provide Equipment. Each Participating Agency shall provide its Task Force Officer representative with the basic equipment necessary to carry out the responsibilities performed by its employees.
- (o) Task Force Duty to Provide Transportation; Agency Duties. The Task Force, utilizing grant monies or local funding, shall provide automobiles for the Task Force Officers assigned to the Task Force. Gasoline, insurance coverage, maintenance, and repairs shall be underwritten by the Task Force Officer's Participating Agency, utilizing that agency's own funds.
- (p) Reports; Evidence Procedures. Protocols for Task Force report writing, drug and non-drug evidence handling procedures, investigative techniques, financial expenditures, property procurement, and administrative support actions shall be under the direction of the ASAC.

9. PARTICIPATING AGENCY REQUESTS.

Each Task Force Participating Agency recognizes that from time to time, it may require the services of the Task Force Officers or Special Agents assigned to the Task Force. Any such utilization shall be requested through the first-line supervisor, as provided in Section 7(d), above.

It is understood that the ASAC shall maintain his or her responsibility in supervising regular DEA matters separately and independently from the Task Force. That supervision includes carrying out DEA assignments with DEA investigative and support employees.

10. TASK FORCE GEOGRAPHICS AND TRAVEL.

The regular jurisdiction of the Task Force shall be the geographical area of Salt Lake County and the regional area. Investigations that require the travel of investigative personnel beyond those geographical areas shall be conducted with the approval of the second-line supervisor.

11. PRESS RELEASES.

Any press releases made as a result of the activities of the Task Force shall be done in conjunction with the standards and regulations adopted by the U.S. Department of Justice and the DEA. Any press release made as a result of the activities of the Task Force that involve state prosecution shall be done in conjunction with the policy adopted by the Executive Board, in consultation with the ASAC. The Executive Board Chairperson shall be the press spokesperson for the Advisory Board and Executive Board.

12. TASK FORCE DISBANDMENT; FORFEITED ASSET SHARING.

- (a) Disbandment. Upon disbandment of the Task Force, all purchased equipment and unobligated seized assets shall be distributed to the Participating Agencies based upon a formula of said Agencies economic support to the Task Force, utilizing personnel costs and financial commitments. Personnel costs shall be determined utilizing a standard salary survey of the Participating Agencies.

Assets seized as a result of Task Force investigations with other agencies shall be shared equitably among the Task Force and the other agencies involved in the investigation, pursuant to the Attorney General's Guidelines on Seized and Forfeited Property, in effect as of the date of distribution. Any Task Force investigation, resulting in Federal forfeiture of traffickers' assets, the ASAC shall recommend in the DAG Form 72, "Application for Transfer of Federally Forfeited Property," or its successor form, an appropriate percentage of sharing to be directed to the Task Force Asset Fund, under the control of the Host Funding Agency for the Task Force.

- (b) Alternative Distribution. The Executive Board Chairperson, in conjunction with the DEA ASAC and with a majority concurrence of the Executive Board, may decide to distribute funds from the Asset Account to Participating Agencies,

based on the number of personnel each Participating Agency has assigned to the Task Force.

- (c) DOJ Approval Required. All parties to this Agreement acknowledge, however, the disposition of assets forfeited under Federal law, is within the discretionary authority of the United States Department of Justice.

#### 13. COMPLIANCE WITH FEDERAL ADMINISTRATIVE REGULATIONS.

- (a) No Discrimination. The Participating Agencies shall comply with all requirements imposed by or pursuant to the regulations of the Department of Justice (28 CFR Part 42, Subparts C, D, and G), relating to discrimination on the basis of race, color, creed, sex, age, or national origin and equal employment opportunities.
- (b) Verification of Drug Free Work Place. The Participating Agencies shall agree to execute and return to DEA OW Form 4061/3, "Certification Regarding Drug-Free Workplace Requirements." The Participating Agencies shall also submit a signed OFP Form 406 1/2, "Certification Regarding Disbarment, Suspension," and other responsibility matters.

#### 14. TERM OF AGREEMENT

The term of this Agreement shall be from the date of signature by representatives of the parties to June 30, 2021. Participation in this Agreement may be terminated by any Participating Agency on thirty (30) calendar days advanced written notice to the remaining Participating Agencies. Further, this Agreement may be terminated by the DEA or by a majority vote of the total membership of the Executive Board and upon thirty (30) calendar days advanced written notice to the Participating Agencies.

#### 15. INSURANCE.

Each Participating Agency shall be solely responsible for providing workers' compensation and benefits for its own officials, employees and volunteers who provide services under this Agreement. Each party shall obtain insurance, become a member of a risk pool, or be self insured to cover the liability arising out of negligent acts or omissions of its own personnel rendering services under this Agreement.

#### 16. IMMUNITY ACT DEFENSES.

The Participating Agencies are governmental entities as set forth in the Utah Governmental Immunity Act, or its successor provisions, and/or covered by the FTCA, as discussed in Paragraph 7(b). It is mutually agreed that the Participating Agencies are each responsible for their own wrongful and negligent acts which are committed by them or their agents, officials or employees, except as may be covered by the FTCA as discussed in paragraph 7(b) above. The Participating Agencies do not waive any defenses otherwise available under the

State or Federal law, nor does any Participating Agency waive any limits of liability provided by law. Any immunity and damage caps are expressly preserved and retained.

17. CLAIMS AND LIABILITY WAIVER; INDEMNITY OF OTHER PARTICIPATING AGENCIES.

To the extent permissible by Federal or State law, policy, or procedure, each Participating Agency waives all claims against the other Participating Agencies arising out of any loss, damage, personal injury, property damage, or death to employees or property of the Participating Agencies hereto occurring as a consequence of providing or not providing services, under the terms of this Agreement. This paragraph shall in no way limit, modify or abrogate the Participating Agencies right to indemnification provided for in this Agreement.

To the extent permitted by state law, the participating state and local agencies agree to indemnify each other and hold each other harmless.

The participating federal agencies acknowledge that the United States is exclusively liable for personal injury, property damage, or death caused by the wrongful actions or failures to act of its employees to the extent provided by the Federal Tort Claims Act (FTCA), 28 U.S.C. 2671-2680.

18. NO CREATION OF SEPARATE LEGAL ENTITY.

No interlocal entity, as defined in Utah Code 11-13-102(9), is created by the terms of this agreement.

19. SEVERABILITY OF PROVISIONS.

If any provision of this Agreement is found to be invalid, the remaining portions of this agreement shall remain in effect and interpreted in a manner consistent with the goals and terms of this agreement as jointly resolved by the Participating Agencies.

20. THIRD-PARTIES.

This Agreement is not intended and shall not be construed to benefit persons or other entities not named as a Participating Agency herein.

21. TITLES AND CAPTIONS.

The titles and captions of this Agreement are for convenience only and in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts of this Agreement.

22. NON ASSIGNABILITY.

No Participating Agency shall transfer or delegate any of their rights, duties, powers or obligations under this Agreement, without written consent of each of the other Participating Agencies.

23. NOTICES.

All notices and other communications provided for in this Agreement shall be in writing and shall be sufficient for all purposes if: (a) sent by email to the address the Participating Agency may designate, or by fax to the fax number the Participating Agency may designate, and (concurrently) sent by first class mail to the Participating Agency and to the Participating Agency's legal office; (b) personally delivered; or (c) sent by certified or registered United States Mail, addressed to the Participating Agency at the address the Participating Agency may designate, return receipt requested. Unless otherwise designated the Notice addresses are as listed on attached Exhibit "A."

24. ADDITION OF PARTICIPATING AGENCIES.

With the approval of all Participating Agencies, additional agencies, organizations, and entities may join this Task Force. The addition of any Participating Agency will not require the renegotiation of this agreement. The new Participating Agency need only execute a separate Agreement and provide a copy of their execution to the HFA.

25. EXECUTION.

Each Participating Agency shall ensure that this Agreement is executed by a duly authorized official. Each Participating Agency agrees that there will be no need for each department to execute on the same signature page. Instead, affixing the signature on any signature page that is subsequently and promptly returned to the HFA shall be deemed valid and enforceable.

26. WITHDRAWAL.

A Participating Agency may withdraw from this Agreement at any time with thirty (30) days written notice to the Executive Board and the HFA.

27. AGREEMENT SUPERCEDES PREVIOUS AGREEMENTS.

This Agreement replaces the prior Drug Task Force Agreements between or among the Participating Agencies.

IN WITNESS WHEREOF, the Participating Agencies hereto have signed this Agreement as of the date executed by the ASAC.

28. CONCLUSION.

Nothing in this agreement is intended to create any substantive or procedural right, privileges, or benefits enforceable in any administrative, civil, or criminal matter by any prospective or actual witnesses or parties. *See United States v. Caceres*, 440 U.S. 741 (1979).

**EXECUTION**

Metropolitan Narcotics Task Force Agreement.

Agreed this 24<sup>th</sup> day of June 2014.

ATTEST:

COTTONWOOD HEIGHTS, a Utah municipality

By: \_\_\_\_\_  
Kory Solorio, Recorder

By: \_\_\_\_\_  
Kelvyn H. Cullimore, Jr.

COTTONWOOD HEIGHTS POLICE DEPARTMENT

By: \_\_\_\_\_  
E. Robert Russo, Chief

Approved as to legal form and compliance with applicable law.

\_\_\_\_\_  
Wm. Shane Topham, City Attorney

Date \_\_\_\_\_