



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

NUMBER 1037

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SAN LUIS, ARIZONA AND YUMA COUNTY NARCOTICS TASK FORCE.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA;

WHEREAS, the Parties desire to enter into this agreement for the purpose of engaging in cooperative law enforcement operations of a particular nature within Yuma County, Arizona; and

WHEREAS, the Parties desire to formally define certain aspects of the operation and management of the Yuma County Narcotics Task Force and the disposition of proceeds of forfeiture resulting from the activities of the unit;

NOW, THEREFORE, BE IT RESOLVED by the San Luis City Council as follows:

1. THAT the Intergovernmental Agreement, as attached here to as Exhibit "A", is hereby approved;
2. THAT the Chief of Police or designee are authorized and directed to enter into said agreement on behalf of the City of San Luis, Arizona and take any and all actions as may be necessary to effectuate said agreement;.

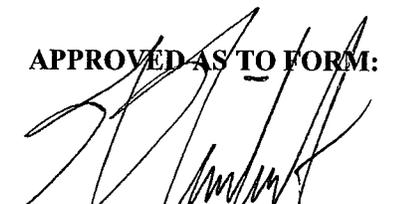
PASSED AND ADOPTED by the San Luis City Council of the City of San Luis, Arizona, this 26th day of February, 2014.


Gerardo Sanchez, Mayor

ATTEST:


Sonia Cuello, City Clerk

APPROVED AS TO FORM:


Glenn Gimbut, City Attorney

YUMA COUNTY NARCOTICS TASK FORCE

MEMORANDUM OF UNDERSTANDING

WHEREAS, the Parties desire to enter into this agreement for the purpose of engaging in cooperative law enforcement operations of a particular nature within Yuma County, Arizona; and

WHEREAS, the Parties desire to formally define certain aspects of the operation and management of the Yuma County Narcotics Task Force (YCNTF) and the disposition of proceeds of forfeitures resulting from the activities of the unit.

NOW, THEREFORE, the Parties agree as follows:

I. DEFINITIONS:

A. Party or Parties: A governmental entity or agency that has signed this agreement until such time as said agreement is terminated or the entity or agency withdraws, as provided herein.

B. Chief Law Enforcement Officer: That person who is the head of law enforcement agency or department and who has the primary responsibility for law enforcement within the jurisdiction of that particular Party.

C. YCNTF Party Representative: Each Party's designated representative on the YCNTF Governing Board.

D. Yuma County Narcotics Task Force (YCNTF): A law enforcement task force comprised of local, state and federal agencies who have executed this agreement.

E. YCNTF Governing Board: The Governing Board provides the oversight of the YCNTF and establishes the policies and procedures necessary to allocate, focus and manage the YCNTF resources.

F. YCNTF Commander: A member the of the Yuma County Sheriff's Office who shall be responsible to, and report to, the Governing Board.

II. YCNTF GOVERNING BOARD ORGANIZATION AND STRUCTURE:

A. Meetings: The Governing Board shall meet at a time and place as deemed appropriate by the board chairman and approved by the board.

B. Officers: The Yuma County Sheriff shall serve as chairman. A member of the Governing Board shall be elected as Vice Chairman by a majority of the Governing Board. The Governing Board may agree to add other officers as it deems necessary to carry out the business of the YCNTF. In all cases, officers of the Governing Board shall be members of the Governing Board as designated in paragraph II.C herein.

C. Members of the Board: Each Party's Chief Law Enforcement Officer shall designate and identify one individual Party Representative to serve as that Party's member on the Governing Board.

D. Proxy: A member may designate, in writing and by notarization, one proxy to act in his or her absence for a particular meeting.

E. Quorum Required for Business: Two-thirds of the members of the Governing Board shall constitute a quorum for conducting business.

F. Action by Majority: Notwithstanding paragraph II.G, any action by the Governing Board shall be confirmed and agreed upon by a majority of the votes cast.

G. Electronic Attendance: Members of the Governing Board who are unable to physically attend meeting may appear electronically.

H. Action Without Meeting: Any action by the Governing Board outside a meeting shall be confirmed and agreed upon by unanimous written consent of all members of the Governing Board.

III. PURPOSE:

A. The purpose of this agreement is to obtain maximum efficiency through cooperative law enforcement operation in Yuma County, Arizona. It is contemplated that the YCNTF will be a multi-agency, countywide task force working jointly with the member agencies to identify, arrest, and by and through the Yuma County Attorney actively prosecute drug offenders. Those investigations include, but are not necessarily limited to, street-level dealers, mid-level drug trafficking organizations, highway interdiction/controlled deliveries, drug smugglers and manufacturers/distributors of methamphetamine, marijuana and other illegal drugs. The YCNTF may also target drug-related activities from time to time, such as violent street gangs and weapon offenders, as well as actively collect and disseminate intelligence information. The YCNTF may also establish and facilitate

programs and activities oriented towards youth education, gang interdiction, diversion and jail alternatives and other programs designed to deter criminal activity through positive and early intervention. The YCNTF will also assist and cooperate with other county, state, and federal agencies in homeland security issues such as gathering intelligence and acting to apprehend foreign agents, protect infrastructures, etc.

B. Nothing in this agreement will prohibit non-party law enforcement or prosecutorial agencies from participating in the YCNTF operations.

IV. OPERATION POLICIES AND PROCEDURES:

The operations and procedures of the YCNTF shall be administered by and through the YCNTF Governing Board. The YCNTF Commander shall carry out the approved policies and missions of the YCNTF.

V. JURISDICTION:

The respective Chief Law Enforcement Officer severally consents that the authority of the peace officers and employees assigned to the YCNTF by each and every other Party is extended into the territory of such Party, in accordance with the provisions of A.R.S. §§ 13-3872 and 13-3874, or other applicable law, for the purpose of the YCNTF operations.

VI. LIABILITY AND INDEMNIFICATION:

Each Party to this agreement shall be solely responsible for all acts and activities of its employees or agents that may be assigned to the YCNTF or participate in YCNTF activities. No Party to the agreement agrees to indemnify and hold harmless another Party from liability hereunder. However, if the common law or statute provides for either a right to indemnity and/or a right to contribution to any party to this agreement, then the right to pursue on both of these remedies shall be preserved. Each Party shall also retain sole responsibility for any Workers' Compensation, disability, or other employee-related claims on behalf of its employees assigned to the YCNTF.

VII. STATUS OF OFFICERS; IMMUNITIES:

A. All law enforcement officers furnished by the Parties pursuant to this agreement shall be employed full time and a commissioned peace officer who has satisfied the law enforcement qualification and training requirements of his/her

respective employer. The YCNTF Commander may request a Chief Law Enforcement Officer to voluntarily transfer an officer back to his/her agency, the YCNTF Governing Board may, by a majority vote, remove the officer from the task force for cause.

B. The officers and employees of each Party assigned to the YCNTF shall remain under the ultimate control of that respective Party, but shall take supervision and direction as necessary from the YCNTF Commander while working with the YCNTF. Officers and employees of each Party assigned to the YCNTF are not employees of any other Party or the YCNTF. Each Party shall remain liable for its employees' salaries, Workers' Compensation protection, and civil liabilities; each officer or employee shall be deemed to be performing regular duties for the respective Party while performing services under this agreement.

C. Any immunities from liability and exemption from laws, ordinances, and regulations which officers employed by each Party have in their own jurisdictions shall, to the extent allowed by law, also be effective when performing duties outside their usual jurisdictions under this agreement.

VIII. EQUIPMENT AND VEHICLES:

A. Each Party shall be responsible for providing and maintaining its own equipment, materials, and supplies, except to the extent that such is provided by the YCNTF. Officers assigned to the YCNTF who are furnished equipment or vehicles purchased with anti-racketeering or grant funds for use in operations, shall return same to the YCNTF upon transfer from the YCNTF or upon withdrawal from YCNTF of their respective Parties.

B. From time to time, it may become necessary and/or expedient for one agency to loan or allow short-term use of equipment or a vehicle to another Party. Such loan or short-term use shall be accomplished by written agreement signed by the Chief Law Enforcement Officer for each Party. Upon request of the loaning Party, the property shall be returned as soon as possible.

IX. REPORTS:

A. After an occurrence in which cooperative law enforcement efforts are employed, all reports resulting from the operation or investigation shall be made available to all participating Parties in the discretion of the Party originating the report.

B. The Yuma County Attorney shall be responsible for providing the reports to the State of Arizona and other agencies as required by A.R.S. § 13-2314.03, and shall make such reports available to the Parties upon request.

C. All books, accounts, reports, files, and other records relating to this agreement by any Party shall be retained and subject, at all reasonable times, to inspection and/or audit by any of the Parties for a period of not less than five years.

X. FINANCING:

Each Party shall be primarily responsible for financing the cost of their participation under this agreement. If and when available, grant monies shall be used to offset some or all of these costs. If and when available, such monies will be deposited into the Yuma County Anti-Racketeering Revolving Fund established pursuant to A.R.S. § 13-2314.03, to the extent authorized by the YCNTF Governing Board or by the Yuma County Attorney as provided herein.

XI. FORFEITURES, ADMINISTRATION AND ACCOUNTING OF ANTI-RACKETEERING FUNDS:

A. The Yuma County Attorney shall serve as attorney for the limited purpose of prosecuting forfeiture actions under A.R.S. §13-4301, *et seq.*, which shall be reported at each YCNTF Governing Board meeting.

B. The Yuma County Attorney shall be entitled to an equitable share, as determined by the YCNTF Governing Board, of any monies forfeited as well as any proceeds from the disposition of any forfeited equipment, real or personal property, or vehicle when such monies or proceeds become available.

C. Equipment, real or personal property, or vehicles, forfeited or donated by any Party, shall be used in the YCNTF operations or disposed of in the discretion of the YCNTF Governing Board. Title to vehicles or land shall be held in the name of the Yuma County Attorney, unless otherwise directed by the YCNTF Governing Board. Upon disposal of said equipment, real or personal property, or vehicles, said proceeds shall be deposited into the Yuma County Anti-Racketeering Revolving Fund established pursuant to A.R.S. §13-2314.03.

D. Any monies forfeited as a result of YCNTF activity shall be deposited in the Yuma County Anti-Racketeering Revolving Fund established pursuant to A.R.S. §13-2314.03.

E. The Yuma County Anti-Racketeering Revolving Fund shall be administered by the Yuma County Attorney, as provided by law and segregated for bookkeeping purposes. Yuma County Attorney agrees that such funds may not be appropriated for any use other than those determined by the YCNTF Governing Board, and shall not be used to supplant any programs of County offices or agencies. Yuma County Attorney shall employ appropriate auditing and accounting procedures for those funds.

F. It is understood and agreed by all Parties that, except as otherwise provided herein, the remaining proceeds of all forfeitures and any proceeds from the disposition of any equipment, personal property, or vehicle forfeited or donated shall be managed by the YCNTF for the use and benefit of all participating Parties, or as otherwise may be provided by law.

XII. DISPOSITION OF ANTI-RACKETEERING FUNDS:

Disposition of anti-racketeering funds may be made for those purposes enumerated in A.R.S. §§ 13-2314.03 and 13-4315, as may be amended from time to time, or as otherwise provided by applicable law. Should a dispute arise as to the legality of proposed expenditures, the Yuma County Attorney shall advise the Governing Board whether a particular use is permitted. Individual board members are free to consult with their own counsel concerning legal issues. Request for expenditures of general anti-racketeering funds shall be made to the Governing Board in written form at a regularly scheduled meeting, unless they are of an emergency nature. In the event of an emergency, a majority of the Governing Board may be polled to obtain authorization for expenditure subject to ratification at the following regularly scheduled meeting. The Yuma County Attorney may, without prior approval of the Governing Board, authorize payments of up to ten-thousand (\$10,000) dollars for informant information, protection services or expenses, to buy funds or provide other monies, as may be necessary in his/her discretion for YCNTF operations or operating and training expenses.

XIII. DURATION:

A. This agreement shall be effective once signed by a Party's Chief Law Enforcement Officer, and remain in effect until terminated by a majority vote of the YCNTF Governing Board. Any Party has a right to withdraw from this agreement by written notification, signed by the Chief Law Enforcement Officer and submitted to the Chairman of the Governing Board along with a copy of the same submitted to the Yuma County Attorney. Any disputes regarding the allocation of funds,

property or equipment shall be resolved by a majority vote of the YCNTF Governing Board.

B. The terms of this agreement shall be reviewed at least once every two years by the Governing Board.

C. Any amendment to this agreement shall be in writing and executed by all Parties.

D. This agreement is subject to cancellation pursuant to A.R.S. §38-511, the terms of which are hereby specifically incorporated by reference.

XIV. MISCELLANEOUS:

A. In the event of a dispute, the Parties agree to use arbitration to the extent required by A.R.S. §12-1518.

B. The Parties agree to comply with non-discrimination requirements of Governor's Executive Order 99-4.

C. Any notice which is required to be given pursuant to the terms of this agreement will be provided in writing to the Chairman of the Governing Board, who shall forward copies of said notice to all Parties and the County Attorney.

D. This agreement may be executed in multiple counterparts.

E. If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.

**YUMA COUNTY SHERIFF'S OFFICE
SHERIFF'S OFFICE**

SAN LUIS POLICE DEPARTMENT


Leon N. Wilmot
Yuma County Sheriff


Jesus Arrellano
Chief, San Luis Police Department