

INTERLOCAL REVENUE PLEDGE AGREEMENT

This INTERLOCAL REVENUE PLEDGE AGREEMENT (the “Agreement”) is entered into as of February, 10th 2025, by and between Washington County, Utah, through its Sheriff’s Office, (the “County”), the Town of Virgin, Utah, (“Virgin”). The participants of the Agreement may also be referred individually as “Party” or together as “Parties”.

WITNESSETH:

WHEREAS, the Parties desire to enter into this Agreement in order to pledge certain funds/revenues to the Washington County Sheriff’s Office to fund the Washington County Drug Task Force; and

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act (the “Interlocal Cooperation Act”), Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the “Utah Code”), public agencies, as defined in the Interlocal Cooperation Act, are authorized to enter into contracts and agreements with one another in order to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and to provide the benefit of economies of scale for the overall promotion of the general welfare of the State of Utah; and

WHEREAS, each Party is a public agency as defined in the Interlocal Cooperation Act; and

WHEREAS, the Washington County Drug Task Force is a law enforcement agency made up of multiple agencies in Washington County, with its primary focus to address drug trafficking and other issues related to the distribution of illegal drugs in Washington County; and

WHEREAS, the Parties recognize and find that the Washington County Drug Task Force and its policing efforts positively affect the County, including the well-being of the citizens in Virgin; and

WHEREAS, Virgin has determined to support the Washington County Drug Task Force efforts by offering to the Sheriff’s Office an annual pledge of funding; and

NOW, THEREFORE, in consideration of the mutual promises, the covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged, the Parties hereto agree as follows:

Section 1. Virgin hereby pledges to the Sheriff’s Office \$5,000/annual in funding for the furtherance of the Washington County Drug Task Force efforts.

Section 2. The Parties hereby agree to deliver the pledge revenues to the Sheriff’s Office, if such revenues are available, upon the first quarter of each Parties’ fiscal year.

Section 3. Nothing contained in this Agreement shall be construed to create a general obligation liability of the Parties. The execution of this Agreement shall not require the Parties to levy any form of ad valorem taxation or to appropriate any moneys for the payment of the amounts due under this Agreement.

Section 4. In satisfaction of the requirements of the Interlocal Cooperation Act in connection with this Agreement, the Parties agree as follows:

- (a) This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Utah Code Section 11-13-202.5;
- (b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the Utah Code Section 11-13-202.5(3);
- (c) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Utah Code Section 11-13-209;
- (d) The term of this Agreement shall commence on the date of full execution of this Agreement by all Parties and shall continue through the 2030 fiscal year of Virgin.
- (e) The Parties agree that they do not, by this Agreement, create an interlocal entity;
- (f) The Washington County Sheriff, or his designee, is hereby designated the administrator for all purposes of the Utah Code Section 11-13-207;
- (g) There is no financial or joint or cooperative undertaking and no budget shall be established or maintained; and
- (h) No real or personal property will be acquired, held or disposed of or used in conjunction with the undertaking herein.

Section 5. Any modification of or amendment to any provision contained herein shall be effective only if the modification or amendment is in writing and signed by all Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

Section 6. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7. This Agreement shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first written above.

WASHINGTON COUNTY, UTAH

By: _____
Commission Chair

WASHINGTON COUNTY SHERIFF

ATTEST: By: _____

By: _____
County Clerk

APPROVED AS TO FORM AND COMPLIANCE
WITH APPLICABLE LAW:

By: _____
County Attorney

TOWN OF VIRGIN, UTAH

By: _____
Mayor

ATTEST:

By: _____
Record Keeper

APPROVED AS TO FORM AND COMPLIANCE
WITH APPLICABLE LAW:

Attorney for Town of Virgin, Utah