

24/7 SOBRIETY PROGRAM
COOPERATIVE AGREEMENT
BETWEEN THE
UTAH DEPARTMENT OF PUBLIC SAFETY
AND
SAN JUAN COUNTY SHERIFF'S OFFICE

This agreement ("Agreement") between the Utah Department of Public Safety ("DPS") located at 4501 South 2700 West, Taylorsville, Utah, and San Juan County Sheriff's Office ("Participant") (individually "Party," collectively the "Parties") is for participation in the establishment of a 24/7 Sobriety Program with DPS.

Purpose: As permitted by Utah Code, DPS is permitted to establish a 24/7 sobriety program with a law enforcement agency that is able to meet the 24/7 sobriety program qualifications and requirements of Utah Code § 41-6a-515.5. This Agreement sets forth the authorities, duties and responsibilities of each Party to enter into a cooperative agreement to establish a 24/7 Sobriety Program and carry out all necessary actions and duties.

Authority: The Parties acknowledge that each has statutory authority to enter into and undertake certain activities described herein, as set forth in Utah Code § 11-13-201 et seq. and Utah Code § 41-6a-515.5.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and the joint and mutual benefits and responsibilities flowing to each party as outlined in this Agreement, the Parties agree as follows:

1. DPS agrees to provide to Participant or the designated entities who will perform enrollment, testing and reporting activities under the 24/7 Sobriety Program:

(a) continuous electronic alcohol monitoring devices, and associated supplies as determined by DPS; and

(b) a web-based enrollment and reporting system.

2. DPS agrees to provide Participant:

(a) access to the web-based enrollment and reporting system information for authorized government and law enforcement use;

(b) training on equipment provided and use of the web-based enrollment and reporting system;

(c) forms necessary for the 24/7 Sobriety Program; and

(d) assistance in working with local judges, clerks of court, state's attorneys, court service officers, defense attorneys, and state agencies in the implementation of the 24/7 Sobriety Program.

3. DPS agrees to pay third-party contractor costs associated with continuous electronic alcohol monitoring testing and licensing fees.

4. Participant agrees to:

(a) safeguard the supplies and equipment provided to Participant from DPS; return any damaged equipment to DPS for repair or replacement; and return all supplies and equipment to DPS within thirty (30) days of the termination of this Agreement;

(b) comply with court orders, written directives, the authorizing statutes, and administrative rules in conducting enrollment, testing, fee structure, and reporting activities;

(c) complete all 24/7 Sobriety Program forms; and

(d) collect daily fees from the participants at the time of testing. All fees shall be distributed on a monthly basis between Participant and DPS. Distribution of testing fees are outlined in Utah Administrative Code rule R714-510-6 and listed below:

	Fees collected from participant	Fees Retained by State	Fees Retained by County
Admin Fee	\$30	\$0	\$30
Daily breath test	\$4	\$2	\$2
Daily breath test / Indigent	\$2	\$0	\$2
Urine/Oral/Drug Patch	To be determined by county. Not to exceed \$20 per test	\$0	ALL
Cam Bracelet via landline	\$10	\$8.00	\$2.00
Cam Bracelet via wireless base station	\$10	\$8.00	\$2.00
Remote Breath	\$10	\$8.00	\$2.00

(e) require designated entity or entities to comply with the terms and conditions of this Agreement in the event Participant designates one or more entities to perform enrollment, testing, and reporting functions under the 24/7 Sobriety Program; DPS shall assume no liability for the actions or omissions, whether negligent or intentional, of any such designee.

(f) cooperate with and assist other Participant agencies in testing individuals placed in the 24/7 Sobriety Program;

(g) promptly report to the appropriate entity all individuals who violate the conditions of the 24/7 Sobriety Program and, if authorized, take into custody violators of the 24/7 Sobriety Program from other jurisdictions and hold such violators until the original participating law enforcement agency or appropriate governmental agency can respond to such notice of violation, or as directed by a court order. Participant may take violators into custody only if authorized pursuant to the terms of the order or directive placing the person in the 24/7 Sobriety Program; and

(h) promptly respond if notified by another participating agency that an enrollee, while at a site other than the enrollee's home site, has failed the testing procedures, or violated bond, sentence, or probation/parole conditions, or violated work permit or child placement orders;

5. Participant further agrees to:

a) limit access and disclosure to all information maintained on the web-based enrollment and reporting system and information disclosed by other Participants concerning individuals placed in the 24/7 Sobriety Program to authorized personnel and use such information for authorized governmental and law enforcement purposes only; and

b) fully cooperate with DPS and other Participants in implementing the 24/7 Sobriety Program.

6. The Parties agree that no interlocal or other specific entity is being created to implement this Agreement, and that the cooperative undertaking herein described shall be administered by DPS and the persons identified by Participants as their authorized designees.

7. This Agreement shall depend upon the continued availability of appropriated funds and expenditure authority from the Legislature to DPS or from the applicable governing body to Participant for the purposes contemplated herein. In the event the Legislature or Participant's governing body fails to appropriate funds and grant expenditure authority for the purposes contemplated herein when such action is necessary for execution of the terms of this Agreement, this Agreement may be terminated by the applicable Party.

8. All notices or other communications hereunder shall be in writing and shall be deemed given when delivered to the Parties at the address set forth above for DPS and the address listed below for Participant. The Parties, by notice given hereunder, may designate any additional or different methods of notification and addresses to which notices and communications shall be provided.

9. This Agreement is intended to only govern the rights and interest of the Parties named herein. It is not intended to, does not and may not be relied upon to create any rights, substantial or procedural, enforceable at law by any third party in any matters, civil or criminal.

10. This Agreement may only be modified by written agreement of both Parties. It may be terminated by either Party for any reason upon sixty (60) days prior written notice given to the other Party.

11. By the signature of its representative, Participant certifies that any necessary approval of this Agreement by ordinance, resolution, or other means has been obtained by that governmental body or officer and that the representative is authorized to sign on the Participant's behalf. A copy of any authorizing resolution or ordinance is attached to this Agreement and is incorporated herein by reference.

12. This Agreement shall be valid for three (3) years from the date of the execution of the last signature to this Agreement. It may be renewed by written agreement of both Parties.

13. The Parties acknowledge that this Agreement will take effect upon filing a true copy of this Agreement and any attachments, with the keeper of records of each Party to this Agreement, as required by Utah Code § 11-13-209.

IN WITNESS WHEREOF, the Parties have executed this Agreement, as reflected by their respective signatures below:

Beau Mason
Commissioner, Utah Department of Public Safety

Dated: _____

Approved as to form: _____
Marcus Yockey, Assistant Attorney General, Counsel to the Utah Department of Public Safety

Participant representative:

Silvia Stubbs
San Juan County Commission Chair
117 South Main Street
Monticello, UT 84535

Dated: _____

Sheriff Lehi Lacy
297 South Main Street
Monticello, UT 84535

Dated: _____

Approved as to form:

Mitchell Maughan
San Juan County Attorney
mmaughan@sanjuancountyut.gov