

**INTERLOCAL AGREEMENT**

**between**  
**WEBER COUNTY**  
**and**  
**MORGAN COUNTY**  
*for inmate housing*

THIS AGREEMENT (“Agreement”) is between WEBER COUNTY, a body corporate and politic of the State of Utah on behalf of the WEBER COUNTY SHERIFF’S OFFICE (“Weber”) and the MORGAN COUNTY on behalf of the MORGAN COUNTY SHERIFF’S OFFICE (“Morgan”). Weber and Morgan may be referred to jointly as the “parties.”

**RECITALS**

**WHEREAS**, Weber and Morgan are public agencies as defined by Title 11, Chapter 13, Utah Code Ann. (the "Interlocal Act"). Section 11-13-202 of the Interlocal Act provides that any two or more public agencies may enter into an agreement with one another to provide services that they are each authorized by statute to provide; and

**WHEREAS**, Weber owns and operates the Weber County Correctional Facility (“Facility”) located in Ogden, Weber County, Utah and is ready, willing, and able to house and accept custodial management of inmates from Morgan as occasion may necessitate; and

**WHEREAS**, Morgan desires to house inmates in Weber’s Facility under the terms of this Agreement; and

**THEREFORE**, in exchange for valuable consideration, including the mutual covenants contained in this Agreement, the parties covenant and agree as follows:

**1. CUSTODIAL MANAGEMENT**

Morgan hereby authorizes Weber to exercise, at the discretion of the Weber County Sheriff’s Office, full custodial management of all inmates of Morgan housed in the Facility.

All inmates of Morgan housed in the Facility shall be subject to all of the policies and procedures of the Weber County Jail including, but not limited to, those set forth in the Weber County Sheriff’s Office Corrections’ Policy and Procedures Manual, booking, work release and special releases.

Weber will accept custodial management of those inmates of Morgan housed in the Facility under the terms of this Agreement and agrees to comply with all applicable state and federal laws and regulations regarding custodial management of inmates and regarding life safety, health, and sanitation.

## 2. REJECTION, ACCEPTANCE, AND RETURN OF INMATES

Morgan shall inform Weber as to which inmates Morgan requests to be housed in the Facility. Weber shall have the authority to exclude any inmate of Morgan from admission to or continued incarceration in the Facility.

In the event Weber decides to reject the acceptance or continued incarceration of any inmate of Morgan, that inmate shall be returned to the custody of Morgan. Weber reserves the right to refuse to house or continue to house any inmate. Morgan will have 12 hours to pick up the inmate upon notification of the refusal of Weber to continue to house its inmate without charge to Morgan. After that initial 12 hour notice period, Morgan shall be charged a full day housing rate as established below for each 12 hour period thereafter.

## 3. COMPENSATION

Morgan shall pay a housing fee in the sum of **\$88.56 per day per inmate** for each whole or partial day of incarceration.

Weber shall submit a monthly statement to Morgan identifying each inmate of Morgan housed by Weber County during the preceding month and identify the dates and times of incarceration for each inmate. The statement shall be submitted to:

MORGAN COUNTY SHERIFF'S OFFICE  
PO BOX 1047  
MORGAN, UT 84050

The housing fee does not include the costs for any medical, dental, or mental health care or treatment or services as described elsewhere in this Agreement.

Payment shall be made within thirty (30) days of receipt of an invoice from Weber.

## 4. TRANSPORTATION

Morgan shall be responsible to make the arrangements necessary for the costs incurred with respect to the transportation of inmates of Morgan to and from the Facility. Weber shall be responsible to make the arrangements for transportation in the event of a medical, dental or mental health emergency.

## 5. HEALTH CARE

A. Weber shall provide inmates of Morgan housed in the Facility with appropriate medical, dental and mental care.

- B. Each inmate of Morgan housed in the Facility shall be subject to the Weber County Sheriff's Office Inmate Health Care Co-Payment Fee Policy and Procedure, just as any other inmate in that facility, and may be required to make co-payments for medical, dental and mental care.
- C. All expenses for such medical, dental and mental care not covered by insurance, as well as excepting those expenses listed in "B" or resulting from intentional or negligent acts and/or omissions by Weber and its authorized employees, officers, and agents, shall be the responsibility of Morgan.
- D. Weber shall notify Morgan of any major medical, dental or required services in advance as much as reasonably possible. However, in the event of an emergency, medical and dental treatment shall be provided immediately to prevent the loss of treatment opportunity or loss of life or limb and without consulting Morgan. In the event that such emergency treatment or care has been provided, Weber shall notify the Morgan within 24 hours of the provision of such medical and dental care and treatment and provide such information as may be required by Morgan.
- E. Non-emergency medical, dental and mental care and treatment which can be routinely scheduled on a convenience basis or delayed for at least 24 hours without compromising treatment opportunities or providing unreasonable risk of health and/or safety shall be approved in advance by Morgan.
- F. This Agreement is intended to govern the relationship between the parties and is not intend to express or imply any financial obligation to pay for inmate medical, dental or mental expenses by either party in addition to or in lieu of or for the benefit of any inmate, provider, insurance carrier, or third persons not a signatory hereto.

## 6. PERSONAL SERVICES

Necessary personal hygiene services, such as welfare items or barbering services, shall be billed to and paid by the inmate consistent with Weber County Correctional Facility Policy. Morgan will not be responsible for commissary privileges and non-essential or other personal services desired by the inmate without the prior approval of Morgan.

## 7. INMATE ACCESS

Morgan shall have access to all Morgan inmates housed in the Facility in a timely manner and in a reasonable setting consistent with Facility policy. Morgan shall attempt to provide notice in advance of the need to have access to an inmate as may be reasonably possible.

## 8. INMATE RECORDS AND INFORMATION

Morgan shall provide Weber with a copy of the documents contained in each inmate's file housed or to be housed in the Facility including a copy or summary of each such inmate's medical, dental and mental records as are available. Weber may request additional information as may be needed at any time.

Information provided by Morgan pursuant to this Agreement shall be subject to classification and restriction as specified in the Governmental Records Access and Management Act as set forth in Section 63-2-1 et. seq., U.C.A. as amended, or any applicable records ordinance adopted by either party as provided in the said Government Records Access and Management Act.

A copy of each document relating to medical, dental and mental treatment received by each inmate of Morgan housed in the Facility shall be maintained by Weber in a medical file separate from the regular inmate file and shall be delivered to Morgan upon request.

#### 9. INMATE CLASSIFICATION AND HOUSING

The classification and housing of each inmate of Morgan in the Facility shall be governed by the established policies, rules and standards of the Weber County Jail.

#### 10. RELEASE

Except for releases for emergency medical care and treatment or attendance in court, inmates of Morgan will be released by Weber only pursuant to an order issued by a Court having jurisdiction to order the release or by Morgan upon a request received from Morgan for the return of the inmate.

#### 11. REHABILITATION PROGRAMS

Subject to available space, security, funds, personnel, and other necessary resources, Morgan and Weber shall coordinate their rehabilitation programming efforts as to each inmate housed in the Facility. Morgan shall be responsible for a proportional share of the costs of any rehabilitation program or service costs provided by the Weber to any inmate of Morgan.

#### 12. INMATE DISCIPLINARY MATTERS

Weber shall, upon request, forward a copy of the reports and disposition of all disciplinary actions as to any inmate of Morgan to Morgan. Otherwise, all disciplinary reports shall be placed in the file of the inmate and submitted to Morgan upon the return of the inmate

#### 13. CORRECTIONAL PERSONNEL

Weber County agrees to provide an adequate and appropriate number of correctional personnel certified under Utah Peace Officers Standards and Training criteria to provide proper security and custodial management of all inmates housed in the Facility.

#### 14. EFFECTIVE DATE/TERMINATION

The term of this Agreement is January 01, 2023, through December 31, 2033 ("Term"). The parties may renew the term of this Agreement through the execution of a written amendment.

The parties reserve the right to terminate this Agreement, in whole or in part, at any time during the Term or any additional terms whenever the terminating party determines, in its sole discretion that it is in the terminating party's interest to do so. If a party elects to exercise this right, the terminating party shall provide written notice to the other party at least 30 (thirty) days prior to the date of termination for convenience. The parties agree that termination for convenience will not be deemed a termination for default nor will it entitle either party to any rights or remedies provided by law or this Agreement for breach of contract or any other claim or cause of action.

#### 15. INDEPENDENT CONTRACTOR AND TAXES

The relationship of Weber and Morgan under this Agreement shall be that of an independent contractor status. Each party shall have the entire responsibility to discharge all of the obligations of an independent contractor under federal, state, and local law, including but not limited to, those obligations relating to employee supervision, benefits, and wages; taxes; unemployment compensation and insurance; social security; worker's compensation; disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments and contributions and other sums required of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship between Weber and Morgan of employer and employee, partners or joint ventures. This Agreement shall not confer any rights to third parties unless otherwise expressly provided for under this Agreement.

#### 16. AGENT

No agent, employee or servant of either party is or shall be deemed to be an employee, agent, or servant of the other party. Unless provided for elsewhere in this Agreement, none of the benefits provided by each party to its employees, including but not limited to workers' compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party. Weber and Morgan shall each be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Agreement. Weber and Morgan shall each make all commercially reasonable efforts to inform all persons with whom they are involved in connection with this Agreement that both are independent contractors.

## 17. SEVERABILITY

In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

## 18. COMPLIANCE WITH LAWS

Each party agrees to comply with all federal, state, and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by either party of applicable law, rule or regulation, shall constitute an event of default under this Agreement. Weber and Morgan are responsible, at their sole expense, to acquire, maintain and renew during the term of this Agreement, all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

## 19. NON-ASSIGNMENT

Neither party shall assign, transfer, or contract for the furnishing of services to be performed under this Agreement without the prior written approval of the other.

## 20. NON-FUNDING

If either party's performance under this Agreement depends upon the appropriation of funds by either the Utah Legislature or the governing legislative body, and if the legislating body fails to appropriate the funds necessary for the performance, then this Agreement may be terminated by either party by providing written notice to the other party without further obligation. Said termination shall not be construed as breach of or default under this Agreement and said termination shall be without penalty, additional payments, or other charges to either party of any kind whatsoever, and no right of action for damages or other relief shall accrue to the benefit of either party, their successors or assigns, as to this Agreement, or any portion thereof, which may so terminate and become null and void.

## 21. GOVERNING LAW

It is understood and agreed by the parties hereto that this Agreement shall be governed by the laws of the State of Utah and the ordinances of Weber County, both as to interpretation and performance. All actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of Utah.

## 22. INDEMNIFICATION

Both parties are governmental entities under the Governmental Immunity Act of Utah, §§ 630-7-101 to -904, as amended (the "Act"). There are no indemnity obligations between these parties. Subject to and consistent with the terms of the Act, the parties shall be liable for their own negligent or intentional acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither party shall have any liability whatsoever for any negligent or intentional act or omission of the other party, its employees, officers, or agents. Neither party waives any defenses or limits of liability available under the Act and other applicable law. Both parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

## 23. INSURANCE

Both parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

## 24. COUNTERPARTS

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the parties, notwithstanding that each of the parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile shall be deemed an original signed copy of this Agreement.

## 25. INTERLOCAL COOPERATION ACT REQUIREMENTS

In satisfaction of the requirements of the Interlocal Cooperation Act, §§11-13-101 *et seq.*, and in connection with this Agreement, the parties agree as follows:

- a. This Agreement shall be approved by each party pursuant to §11-13-202.5;
- b. This Agreement shall be reviewed as to the proper form and compliance with applicable law by an authorized attorney on behalf of each party pursuant to §11-13-202.5;
- c. An executed original counterpart shall be filed with the keeper of records for each party pursuant to §11-13-209;
- d. The term of this Agreement shall not exceed fifty (50) years pursuant to §11-13-216 of the Interlocal Cooperation Act;
- e. No separate legal entity is created by the terms of this Agreement. No real or personal property shall be acquired jointly by the parties as a result of this Agreement. To the extent that a party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such party shall do so in the same manner that it deals with other property of such party; and

- f. Except as otherwise specifically provided herein, each party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs.

26. ENTIRE AGREEMENT

The parties acknowledge and agree that this Agreement constitutes the entire integrated understanding between the parties, and that there are no other terms, conditions, representations or understanding, whether written or oral, concerning the rights and obligations of the parties to this Agreement except as set forth in this Agreement. This Agreement may not be enlarged, modified or altered, except in writing, signed by the parties.

IN WITNESS WHEREOF, the parties execute this Agreement.

By: \_\_\_\_\_  
Weber County

By: \_\_\_\_\_  
Morgan County

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

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

Attest: \_\_\_\_\_  
Weber County Clerk/Auditor

Attest: \_\_\_\_\_  
Morgan County

By: \_\_\_\_\_  
Weber County Sheriff's Office

By: \_\_\_\_\_  
Morgan County Sheriff's Office

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

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

\_\_\_\_\_  
Approved as to form

\_\_\_\_\_  
Approved as to form

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date