



## DEPARTMENT OF HUMAN SERVICES

TRACY S. GRUBER  
*Executive Director*

State of Utah

SPENCER J. COX  
*Governor*

DEIDRE M. HENDERSON  
*Lieutenant Governor*

### Utah Department of Human Services Division of Juvenile Justice Services

### MEMORANDUM OF AGREEMENT BETWEEN STATE AGENCIES

Subject: **Drone Surveillance Activities**

DHS Agreement #: **U571**

#### 1. PARTIES:

**THIS MEMORANDUM OF AGREEMENT AND:  
("AGREEMENT") IS BETWEEN THE:**

**Utah State Department of Human Services  
Division of Juvenile Justice Services  
(DHS or DJJS)  
195 North 1950 West  
Salt Lake City, UT 84116**

**Weber County  
(County)**

2380 Washington Blvd., Ste 230  
Ogden, UT 84401

Pursuant to Utah Code Ann. 26B-1-201, as of July 1, 2022, the parties agree that the contracting parties, with all contractual obligations, duties, and rights, will be the Department of Health and Human Services and County.

#### 2. AGREEMENT PERIOD:

This Agreement is for a period of four years commencing **March 1, 2022**, and ending **December 31, 2026**, unless terminated sooner in accordance with the terms of this Agreement.

#### 3. FUNDS:

The County will not be paid for costs incurred pursuant to the Scope of Work within this Agreement.

**4. GENERAL PURPOSE:** The County will conduct aerial surveillance through the use of drones over County owned property surrounding or adjoining the DJJS facility located at 1305 South 700 West, Ogden, Utah.

#### 5. ATTACHMENTS:

- a. Attachment A – Terms and Conditions
- b. Attachment B – Flight Schedule

**6. DOCUMENTS INCORPORATED INTO THIS AGREEMENT BY REFERENCE:**

- a. All documents specified in any attachment to this Agreement.
- b. All governmental laws applicable to services authorized by this Agreement.

**7. ENTIRE AGREEMENT:**

This Agreement, including all attachments and documents incorporated hereunder, constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all prior or contemporaneous agreements and understandings, whether oral or written. The terms of this Agreement supersede any additional or conflicting terms set forth on the County’s forms, invoices, or any other documents. The terms of this Agreement prevail in any dispute. This Agreement may not be enlarged, modified or altered, except in writing, signed by the parties.

**8. DHS CONTACT:**

<b>Brett Peterson</b>	<b>(385) 394-4407</b>	<b>**</b>	<b>brettmarkpeterson@utah.gov</b>
Agency Contact	Telephone	Fax Number	E-mail

**9. WEBER COUNTY CONTACT:**

<b>Mark Horton</b>	<b>(801) 430-5765</b>	<b>**</b>	<b>mhorton@co.weber.ut.us</b>
Agency Contact	Telephone	Fax Number	E-mail

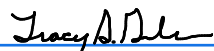
**IN WITNESS WHEREOF, the parties sign and cause this agreement to be executed:**

**SIGNATURES:**

**WEBER COUNTY**

**DEPARTMENT OF HUMAN SERVICES**

By: \_\_\_\_\_  
Chair  
Weber County Commission

By:   
[Tracy S. Gruber \(Mar 4, 2022 05:56 MST\)](#)  
Tracy Gruber  
Executive Director

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

Date: 03/04/2022

Name and Title: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT A -  
TERMS AND CONDITIONS**

THIS AGREEMENT is between **WEBER COUNTY**, a body corporate and politic of the State of Utah on behalf of the Weber County Sheriff's Office ("**County**") and the **UTAH DEPARTMENT OF HUMAN SERVICES DIVISION OF JUVENILE JUSTICE SERVICES** ("**DJJS**"). County and DJJS may be referred to jointly as the "parties".

**RECITALS**

**WHEREAS**, County and DJJS 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**, County owns and operates aerial drones to assist in law enforcement activities at its Weber County Sheriff's Office facility; and

**WHEREAS**, the DJJS operates a facility located at 1305 South 700 West, Ogden, Utah ("Facility") adjacent to the Weber County Sheriff's Office facility; and

**WHEREAS**, DJJS desires to allow County to conduct aerial surveillance on its premises at the Facility; and

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

**1. SCOPE OF SERVICES**

DJJS agrees to allow and hereby grants permission to County to conduct aerial surveillance through the use of drones over County owned property surrounding or adjoining the Facility. County may only operate a drone over DJJS property when specifically requested by DJJS or as allowed under U.C.A. § 72-14-201 et seq. DJJS property capable of being surveyed by County's drone may include, but is not limited to, the Facility parking areas, outside recreation areas, lawns, and other areas associated with the Facility.

The parties agree that the use of drones by County for the purpose of conducting surveillance of the Facility will only occur (1) at the request of DJJS or (2) within the standardized flight schedule provided in **EXHIBIT B** of this Agreement. County makes no representations or warranties that drones or operators will be available to conduct aerial surveillance at any given time according to the flight schedule or at the request of DJJS. County will make all reasonable efforts to comply with a request for aerial surveillance.

The parties agree that any change to the above standardized flight schedule must be agreed to by County and DJJS. County and DJJS agree to use all reasonable efforts in communicating a need to alter the above standardized flight schedule.

## 2. DATA RETENTION/DESTRUCTION

All data, video footage, and other information obtained by County after the utilization of a drone in accordance with Section 1 of this Agreement will be destroyed within 24 hours of the drone activity unless the County, in the County's sole discretion, determines that the drone data, video footage, or other information is of evidentiary value.

## 3. EFFECTIVE DATE/TERMINATION

This Agreement shall be effective on March 01, 2022 and shall terminate on December 31, 2026. ("**Term**"). Prior to termination of this Agreement and upon mutual agreement of the parties in writing, this Agreement may be renewed for an additional 5 year term.

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.

## 4. INDEPENDENT CONTRACTOR AND TAXES

The relationship of County and DJJS 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 County and DJJS 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.

## 5. 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. 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. County and DJJS 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. County and DJJS

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.

#### 6. 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.

#### 7. 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. County and DJJS 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.

#### 8. 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.

#### 9. 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.

#### 10. 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.

#### 11. 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 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 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.

## 12. INSURANCE

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

## 13. 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.

## 14. 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.

**EXHIBIT B -  
FLIGHT SCHEDULE**

- I. Flight schedule is daily from 3 p.m. to 8 a.m. the following morning.