

MEMORANDUM OF UNDERSTANDING
between the
WEBER COUNTY SHERIFF'S OFFICE
and
UTAH DEPARTMENT OF CORRECTIONS
ADULT PROBATION AND PAROLE

This Memorandum of Understanding ("MOA") is entered into by Weber County on behalf of the Weber County Sheriff's Office ("WCSO") and the Utah Department of Corrections Adult Probation and Parole ("AP&P") and documents the working cooperative agreement, specifically the cooperative efforts between the WCSO Street Crimes Unit ("SCU") and AP&P Agents assigned to the SCU. WCSO and AP&P may collectively be referred to as the "parties".

PURPOSE / MISSION

The intent of this MOU is to establish a cooperative effort between the SCU and AP&P. The SCU is a proactive unit which is charged with conducting operations targeting criminal activity in high-crime areas throughout Weber County. Their assignment includes, but is not limited to, identifying criminal narcotics activity, vehicle burglaries and other theft crimes, violent crime, firearms cases, gang activity, conduct checks on parolees and probationers to ensure compliance, and the apprehension of fugitives from justice. The SCU will regularly operate within Weber County to accomplish its stated purposes and mission. The intent of this joint effort is to increase public safety and apprehend criminal violators.

The policy, program involvement, and direction of the cooperative unit will be the responsibility of the Weber County Sheriff's Office. Representatives from both agencies shall meet and confer on matters as necessary.

The Weber County Sheriff's Office recognizes the mission of AP&P in handling cases of individuals on probation and parole, and believes this cooperative effort will greatly benefit both agencies. The following points are agreed upon and understood by both agencies:

1. AP&P will assign agents as available to work in a part-time capacity with the SCU. The number of agents will be decided by AP&P and the SCU as necessary. The SCU sergeant has the final authority to approve, at the sergeant's discretion, any agents to be assigned to the unit. The times and days will be coordinated between the SCU sergeant and the assigned AP&P agents.
2. SCU Detectives will assist AP&P Agents with probationer and parolee checks throughout Weber County in an effort to assist AP&P with their assigned case load as practicable.
3. AP&P Agents will assist SCU Detectives in locating and apprehending fugitives and other assigned tasks as practicable.
4. SCU Detectives will assist AP&P with assigned "fugitive nights" and any other special operations in which AP&P are attempting to locate and arrest fugitives from justice. The AP&P agent assigned as coordinator of the operation shall have authority over the operation and SCU Detectives will coordinate and clear any action with the agent.

5. AP&P Agents will assist SCU Detectives in the handling of any cases involving parolees and probationers in order to effectively execute any searches involved in said cases while agents are assigned to the SCU.

6. Any and all other items of interest or concern shall be coordinated between both agencies as necessary.

SUPERVISION / ADMINISTRATION

Operational supervision of the Unit will be the responsibility of the Weber County Sheriff's Office. The Weber County Sheriff's Office will oversee and coordinate the day-to-day operation of the Unit.

Supervision of the personnel assigned to the SCU will be the responsibility of the supervisors from the participating agencies. Responsibility for the conduct of the unit members will remain with the respective agency heads. The ranking supervisor will, for administrative purposes, report directly to his/her commanding officer.

Operational issues will be mutually addressed and resolved by the assigned unit members. If problems arise which cannot be resolved to the unit supervisor's satisfaction, they should be raised to next level of supervision within the appropriate agency. It is agreed that the resolution of operational problems at the lowest possible level is in the best interest of the unit.

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. The parties 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 MOU.

RELEASE OF LIABILITY

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 MOU, 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.

DURATION

This MOU shall be effective upon the execution of the last party to sign this MOU and shall not exceed 5 years in duration ("Term"). The parties reserve the right to terminate this MOU, 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 with at least 30 days prior notice.

ENTIRE UNDERSTANDING

The parties acknowledge and agree that this MOU 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 MOU except as set forth in this MOU. This MOU 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: AE McR-
Utah Department of Corrections
Adult Probation and Parole

Date: _____

Date: July 29, 2022

Attest: _____
Weber County Clerk/Auditor

Departmental Approval

By: [Signature]
Weber County Sheriff's Office

Date: 9/12/2022

Approved as to form

Approved as to form

Date

Date