

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE UTAH DEPARTMENT OF PUBLIC SAFETY,
STATE CRIME LABORATORY
AND WEBER COUNTY CRIME SCENE INVESTIGATIONS**

This Memorandum of Understanding ("MOU") is entered into between Weber County Crime Scene Investigations ("Weber Co. CSI"), and the Utah Department of Public Safety, Bureau of Forensic Services ("Crime Lab").

1. Purpose and Scope

The purpose of this MOU is to establish a forensic science partnership to provide for the accurate and timely capture of descriptive ballistics information as well as electronic images of cartridge cases either found at crime scenes or discharged from firearms seized pursuant to investigations conducted by officers of Weber Co. CSI for entry into a national database. The scope of this MOU is limited to those firearms and cartridge cases in the possession of Weber Co. CSI.

2. Crime Lab Responsibilities and Obligations

- a. The Crime Lab will provide access to the firing range, along with eye and ear protective equipment needed when test firing firearms as well as training in the safe procedures for test firing firearms. A waiver of liability form must be completed by Weber Co. CSI employees prior to test firing.
- b. The Crime Lab will provide necessary information on Crime Lab policies and procedures, Crime Lab Safety manuals, the Crime Lab Quality Manual, and appropriate training manuals.
- c. The Crime Lab shall not task Weber Co. CSI with issuing scientific analysis reports.

3. Weber County CSI Responsibilities and Obligations

- a. Weber Co. CSI agrees that the firearms brought to the Crime Lab for test firing purposes shall remain in the possession of the Weber Co. CSI employee(s) and shall not be considered as evidence under the control of the Crime Lab unless submitted to the Crime Lab with a specific request for scientific analysis and assigned an identifying number and bar code by Crime Lab evidence personnel. Weber Co. CSI employees shall report all necessary aspects of their work to Weber Co. CSI.
- b. Weber Co. CSI agrees that its employee(s) will be subject to and comply with all safety and occupational guidelines and policies, including the Crime Lab safety guidelines and safety manuals when on laboratory premises performing work under this MOU.

- c. Weber Co CSI agrees that Weber Co CSI and its employee(s) will be subject to and comply with all confidentiality and security requirements set forth in the Crime Lab policy and accreditation requirements of ISO/IEC17025.
- d. Weber Co CSI is fully responsible for all compensation for its employees, including any overtime pay, payroll benefits, including but not limited to all federal and state employment taxes, workers compensation premiums, pension benefits, deferred compensation benefits and health insurance coverage.
- e. Weber Co CSI further agrees that all communication to the Crime Lab regarding the duties of these employees shall be addressed to the director of the Crime Lab or her designee.

4. Indemnity

The parties to this MOU are each a governmental entity under the Governmental Immunity Act of Utah, Utah Code 63G-7-101 *et seq.* as amended ("the Act"). Consistent with the terms of the Act, each party 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 from 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, its successor, or any other applicable law.

5. No Interlocal Partnership

Weber Co. CSI employee(s) shall not be considered an employee(s) of UBFS or DPS and this Agreement shall not be construed to create an interlocal partnership, joint venture, relationship of employer-employee or principal and agent, or to create any liability for one party with respect to any liabilities or obligations of the other.

6. Term

This MOU shall be effective upon the date of the last authorized signatory and shall expire five (5) years from that date. The five-year duration shall not be interpreted to prohibit the parties from renewing this MOU upon its expiration, or amending it, as deemed necessary by the parties involved.

7. Termination/Modification

Either party may terminate its participation in this MOU at any time, upon thirty (30) days written notice to the other party, or immediately for cause. This MOU may be amended only by written agreement of the parties.

8. Entire Agreement; Integration

This MOU sets forth the entire agreement and understanding of the parties hereto with respect to the subject matter hereof, and any prior agreements are hereby terminated and superseded by this MOU.

9. Not a Waiver

Nothing in this Agreement shall be construed as a waiver by any party of any rights, limits, protections, or defenses provided by any governmental immunity statutes including the foregoing. Nor shall this Agreement be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Agreement is otherwise entitled.

10. Governing Law

This MOU shall be construed in accordance with the laws of the State of Utah.

Each signatory below represents that he/she has the authority to agree to all the terms of this agreement and bind their respective entity. This MOU is effective as of the last date both signatories have signed this document.



11/14/2025

Beau Mason, Commissioner
Utah Department of Public Safety

Date

Josh Gard, Chief Deputy OR
Ryan Arbon, Sheriff
Weber County Crime Scene Investigations

Date

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
Gage Froerer, Chair

Commissioner Froerer voted _____

Commissioner Harvey voted _____

Commissioner Bolos voted _____

ATTEST

Ricky Hatch, CPA
Weber County Clerk/Auditor