

**MEMORANDUM OF UNDERSTANDING  
FOR TRAILER CAMERAS FUNDED WITH LAW ENFORCEMENT TERRORISM  
PREVENTION ACTION GRANT FUNDS**

**THIS MEMORANDUM OF UNDERSTANDING (“MOU”)**, dated this \_\_\_\_\_ day of March, 2023, is entered into by and between **CACHE COUNTY**, a political subdivision of the State of Utah (“Cache County”), and Weber County, a political subdivision of the State of Utah (“Recipient”), collectively referred to herein as the Parties.

**RECITALS**

**WHEREAS**, Cache County has applied for and has been awarded funding from the Law Enforcement Terrorism Prevention Action Grant (LETPA) program as part of the State Homeland Security Program for FY2021; and

**WHEREAS**, Cache County intends to purchase with the LETPA funds up to four trailer cameras for mobile surveillance uses by law enforcement with a focus on deterring terrorism and for use at large gatherings or critical infrastructure locations to provide enhanced situational awareness and critical information to prevent potential incidents; and

**WHEREAS**, Cache County is willing to make the trailer cameras available for use by other law enforcement agencies within the State of Utah for authorized purposes anticipated under the LETPA program, subject to the terms and conditions of this MOU; and

**WHEREAS**, Recipient desires to use a trailer camera within its jurisdiction for mobile surveillance uses by law enforcement and for authorized purposes anticipated under the LETPA program, subject to the terms and conditions of this MOU; and

**WHEREAS**, the Parties desire to reduce their respective understandings and agreement to writing as more particularly set forth herein.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:**

**Section 1. Purchase of Trailer Cameras.** This MOU is subject to and conditioned upon Cache County receiving funds from the LETPA program as anticipated as well as budgeting for and purchasing the trailer cameras. Nothing herein obligates Cache County to budget for or purchase the trailer cameras.

**Section 2. Possession of Trailer Camera.** If Cache County procures the trailer cameras, Recipient agrees to take possession of one of the trailer cameras. Recipient shall make arrangements to pick up or have the trailer camera delivered at Recipient’s cost. Recipient shall pick up the trailer camera within 60 days of notice from Cache County of receipt and readiness

of the trailer camera. If the trailer camera is not picked up or delivered within this time frame, this MOU may be terminated at the option of Cache County by providing written notice to Recipient.

**Section 3. Use of Trailer Camera.** Recipient shall use the trailer camera within its jurisdiction for mobile surveillance uses by law enforcement and for authorized purposes anticipated under the LETPA program, subject to the terms and conditions of this MOU. Recipient may also use the trailer camera in other jurisdictions within the State of Utah as deemed appropriate for authorized purposes or pursuant to cooperative agreement. Recipient agrees to abide by all applicable Federal, State, and local laws and regulations pertaining to the use of use the trailer camera.

**Section 4. Maintenance of Trailer Camera.** Recipient is responsible for storing and maintaining the trailer camera in reasonable condition and good working order for the expected life cycle of the equipment. In the event Recipient determines the maintenance or repair costs for the trailer camera exceed the anticipated benefits, Recipient can return the trailer camera to Cache County or, upon Cache County's direction, dispose of or surplus the equipment in accordance with Recipient's public property disposal policies and procedures.

**Section 5. Insurance for Trailer Camera.** For the first two years of possession, Recipient shall provide reasonable insurance coverage for the trailer camera or shall agree to self-insure for any damages or theft.

**Section 6. Misuse or Breach of Understanding.** If Cache County determines Recipient is misusing the trailer camera or has breached or violated any of the terms or conditions set forth in this MOU, Cache County may request compliance with the terms and conditions and/or return of the trailer camera. In the event Cache County requests return of the trailer camera, Recipient shall make arrangements to have the trailer camera delivered to Cache County at Recipient's cost. Upon return of the trailer camera, this MOU shall be deemed terminated. Cache County can thereafter use the trailer camera for its own purposes, surplus the trailer camera to the public, or reallocate the trailer camera to another law enforcement entity.

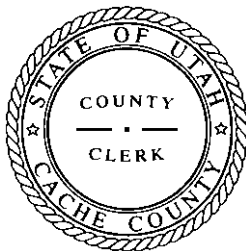
**Section 7. Assignment.** Recipient is authorized to possess and use the trailer camera under this MOU. Recipient is not authorized to sell or otherwise transfer ownership of the trailer camera. Recipient shall not transfer or assign its rights and responsibilities under this MOU to any other person or entity without the prior written consent of Cache County.

**Section 8. Obligation and Termination.** Recipient is obligated to store, use, and maintain the trailer camera for at least two years after the date of possession. Thereafter, if Recipient no longer desires to store, use, or maintain the trailer camera, Recipient can return the trailer camera to Cache County for reallocation to another law enforcement agency or for any other disposition deemed appropriate by Cache County. If Recipient decides to return the trailer camera to Cache County, Recipient shall provide Cache County with 30 days prior written notice

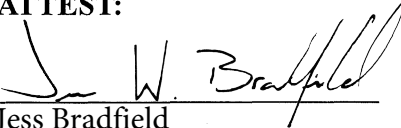
of intent to return. After the 30-day period, or other time frame acceptable to Cache County, Recipient shall make arrangements to have the trailer camera delivered to Cache County at Recipient's cost. Upon return of the trailer camera, this MOU shall be deemed terminated.

**Section 9. Governmental Immunity.** The Parties are governmental entities under the Utah Governmental Immunity Act, as set forth in Utah Code §§ 63G-7-101, et seq. ("Act"). Nothing in this MOU shall be construed to be a waiver by any party of any protections, rights, or defenses applicable under the Act. It is not the intent of any party to incur by this MOU any liability for the negligent operations, acts, or omissions of another party or any third party and nothing in this MOU shall be so interpreted or construed. Each party agrees to indemnify and hold the other parties harmless for any claim, injury, or damage arising out of or connected with the negligent actions or omissions of such other party in connection with any activity contemplated by this MOU.

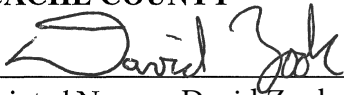
**IN WITNESS WHEREOF**, each of the Parties has caused this Agreement to be approved by its governing body or authorized representative and to be duly executed.



**ATTEST:**

  
\_\_\_\_\_  
Jess Bradfield  
Cache County Clerk/Auditor

**CACHE COUNTY**

  
\_\_\_\_\_  
Printed Name: David Zook  
Position: Cache County Executive

**RECIPIENT**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Position: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_