

WEBER COUNTY SUMMARY CONTRACT SHEET

CONTRACT NO. _____

The Originating Department and Preliminary Approval Sections must be completed BEFORE submitting contract for the agenda.

ORIGINATING DEPARTMENT			
TYPE OF CONTRACT: <input type="checkbox"/> New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Change Order to Contract #			
CONTRACTOR/VENDOR: <u>Morgan County</u>			
Address: <u>48 W. Young St Morgan UT 84050</u>			
Phone: <u>801 829 0590</u> Contact Person: <u>Sheriff Blaine Breshears</u>			
W-9 Attached <input type="checkbox"/> N/A <input checked="" type="checkbox"/>		Email: <u>bbreshears@morgan-county.net</u>	
CONTRACT TITLE: <u>Morgan County Inmate Housing Interlocal Agreement</u>			
PURPOSE: <u>Interlocal Agreement for housing prisoners and inmates for Morgan County</u>			
# OF ORIGINALS ENCLOSED: at least 2 or 1/entity: <u>2</u>		ALL ATTACHMENTS INCLUDED: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
EFFECTIVE DATE: <u>5/22/18</u>		TERMINATION DATE:	
ORG: <u>10151000</u>	OBJECT: <u>431500</u>	PROJECT:	
AMOUNT BY YEAR: \$ <u>Varies</u>		<input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Expenditures	<input type="checkbox"/> One-Time <input type="checkbox"/> Ongoing
COMMISSION PRESENTER + PHONE #: <u>Staff Ebert 6704</u>			
SPECIAL INSTRUCTIONS/COMMENTS:			
PRELIMINARY APPROVALS			
DEPARTMENT HEAD	APPROVED BY: <u>[Signature]</u>	DATE APPROVED: <u>5-14-18</u>	RECOMMENDED <input type="checkbox"/> YES <input type="checkbox"/> NO
COUNTY ATTORNEY	APPROVED BY: <u>[Signature]</u>	DATE APPROVED: <u>5-3-18</u>	REVISIONS NECESSARY <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
PURCHASING:	APPROVED BY:	DATE APPROVED:	COMPLIES W/ PURCHASING POLICIES <input type="checkbox"/> YES <input type="checkbox"/> NO
COMPTROLLER:	APPROVED BY:	DATE APPROVED:	BUDGET AVAILABLE: <input type="checkbox"/> YES <input type="checkbox"/> NO
COMMENTS:			
COUNTY COMMISSION APPROVAL			
COMMISSION APPROVAL:			DATE APPROVED:
VOTING RECORD: Ebert Gibson Harvey			
COMMENTS:			
RETURN AN ORIGINAL CONTRACT TO THE CLERK/AUDITOR'S OFFICE AFTER ALL SIGNATURES HAVE BEEN OBTAINED			

INTERLOCAL AGREEMENT FOR HOUSING PRISONERS

This Agreement is made and entered into the ____ day of _____, 2018, by and between Weber County and Morgan County, political subdivisions of the State of Utah, based upon the following:

RECITALS

WHEREAS, Title 11 Chapter 13 Utah Code Annotated 1953, as amended, authorizes the joint exercise by agreement of two or more public agencies of any power common to them; and

WHEREAS, the parties are authorized by the Interlocal Cooperation Act as set forth in Section 11-13-202 et seq., as amended, to enter into this Interlocal Agreement; and

WHEREAS, Weber County operates the Weber County Correctional Facility, a county jail facility located in Ogden City, Weber County, State of Utah, and is ready, willing and able to house and accept custodial management, from time to time, of prisoners of Morgan County, under the terms of this Agreement; and

WHEREAS, Morgan County desires to house Prisoners in the Weber County Correctional Facility from time to time under the terms of this Agreement;

NOW THEREFORE, in consideration of the mutual terms, promises and covenants contained herein, the parties agree as follows:

SECTION ONE DEFINITIONS

For purposes of this Agreement, the following definitions apply:

- a. "Housing" means all necessary food, bedding, shelter, security, clothing, exercise and recreation opportunities, and such other services or facilities as is required under applicable federal and state regulations and laws for prisoners incarcerated in County jails.
- b. "Jail" means the Weber County Correctional Facility.
- c. "Morgan County Sheriff's Office" means the Morgan County Sheriff's Office, its deputies and designees.
- d. "Sheriff" means the Weber County Sheriff and his deputies and assignees.

SECTION TWO DURATION

This Agreement shall be in full force and effect for a period of five (5) years following its execution.

SECTION THREE ACCEPTANCE AND HOUSING

Weber County agrees to accept prisoners from Morgan County and to house said prisoners in the Weber County Correctional Facility under the terms of this Agreement.

SECTION FOUR COMPENSATION

- A. Morgan County shall pay to Weber County a housing fee equal to the fee paid by the State of Utah for housing state contract inmates. This fee may change each year based on legislative authorization and appropriation. The fee will be charged each day the inmate is incarcerated, beginning on the day the inmate is incarcerated, but will not be charged for the day the inmate is released.

- B. Weber County shall submit a monthly invoice to Morgan County identifying each prisoner of Morgan County housed by Weber County during the preceding month and identify the dates of incarceration for each prisoner. The invoice shall be submitted to:
MORGAN COUNTY SHERIFF'S OFFICE
PO BOX 1047
MORGAN, UT 84050

- C. The housing fee does not include the costs for any medical, dental, or mental health care or treatment or services as described in Section Seven and Eight hereinafter. These costs will be billed and paid for in addition to the daily inmate housing fee.

- D. Invoices will be sent at the end of each month. Payment shall be made within fifteen (15) days of receipt of an invoice from Weber County.

SECTION FIVE CUSTODIAL MANAGEMENT

- A. Morgan County hereby authorizes Weber County to exercise, at the discretion of the Sheriff, full custodial management of all prisoners of Morgan County housed in the Weber County Jail during their time of housing in that facility.

- B. All prisoners of Morgan County housed in the Weber County Correctional 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 Division Policy and Procedures Manual, booking, work release and special releases.

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

SECTION SIX REJECTION, ACCEPTANCE AND RETURN OF PRISONERS

- A. The Sheriff of Morgan County shall inform the Sheriff as to which prisoners Morgan County requests to be housed in the Weber County Jail,

- B. The Sheriff shall have the authority to exclude any individual prisoner of Morgan County from admission to or continued incarceration in the Weber County Correctional Facility.
- C. In the event the Sheriff decides to reject the acceptance or continued incarceration of any prisoner of Morgan County, that prisoner shall be returned to the custody of the Sheriff of Morgan County. Weber County reserves the right to refuse to house or continue to house any prisoner. Morgan County will have twelve (12) hours to pick up the inmate upon telephonic notification of the refusal of Weber County to continue to house its prisoner. The rate for housing will increase after that initial 12 hour notice period to Forty Dollars (\$40) for each 12-hour period, or portion thereof, thereafter.

SECTION SEVEN TRANSPORTATION

Morgan County shall be responsible for the transportation of prisoners of Morgan County to and from the Weber County Correctional Facility. Weber County shall be responsible for transportation in the event of a medical, dental or mental health emergency.

SECTION EIGHT MEDICAL, DENTAL AND MENTAL CARE

- A. The Jail shall provide prisoners of Morgan County housed in the Weber County Correctional Facility with adequate and appropriate medical, dental and mental care.
- B. Each prisoner of Morgan County housed in the Weber County Correctional Facility shall be subject to the Weber County Sheriff's Office Inmate Health Care Co-Payment Fee Policy and Procedure, just as any other prisoner in the Weber County facility, and may be required to make co-payments for medical, dental and mental care.
- C. All expenses for medical, dental and mental care shall be the responsibility of Morgan County and will be billed monthly as outlined above.
- D. The Sheriff shall notify the Morgan County Sheriff's Office 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 the Morgan County Sheriff's Office. In the event that such emergency treatment or care has been provided, Weber County shall notify the Morgan County Sheriff's Office within 24 hours of the provision of such medical and dental care and treatment and provide such information as may be required by Morgan County.
- E. This Agreement is intended to govern the relationship between the parties and is not intended 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.

**SECTION NINE
PERSONAL SERVICES**

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 County will not be responsible for the commissary privileges and non-essential or other personal services desired by the prisoner without the prior approval of the Morgan County Sheriff's Office.

**SECTION TEN
PRISONER ACCESS**

Morgan County Sheriff's Office shall have access to all Morgan County prisoners housed in the Weber County Correctional Facility in a timely manner and in a reasonable setting consistent with Weber County Correctional Facility Policy. The Morgan County Sheriff's Office shall attempt to provide notice in advance of the need to have access to a prisoner as may be reasonably possible.

**SECTION ELEVEN
INMATE RECORDS AND INFORMATION**

- A. The Morgan County Sheriff's Office shall provide the Sheriff with a copy of the documents contained in each prisoner's file housed or to be housed in the Weber County Correctional Facility including a copy or summary of each such prisoner's medical, dental and mental records as are available.
- B. The Sheriff may request additional information as may be needed at any time.
- C. Information provided by Morgan County 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 63G-2-101 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.
- D. A copy of each document relating to medical, dental and mental treatment received by each prisoner of Morgan County housed in the Weber County Correctional Facility shall be maintained by Weber County in a medical file separate from the regular prisoner file and shall be delivered to the Morgan County Sheriff's Office upon request, subject to any HIPAA limitations.

**SECTION TWELVE
INMATE CLASSIFICATION AND HOUSING**

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

**SECTION THIRTEEN
RELEASE**

Except for releases for emergency medical care and treatment or attendance in court, prisoners of Morgan County will be released by the Sheriff only:

- A. Pursuant to an order issued by a Court having jurisdiction to order the release;
- B. After qualification and completion of Promise to Appear Agreement;
- C. After payment of bail or bond; or
- D. By the Morgan County Sheriff's Office upon a request received from him for the return of the prisoner.

**SECTION FOURTEEN
REHABILITATION PROGRAMS**

- A. Subject to available space, security, funds, personnel, and other necessary resources, the Morgan County Sheriff's Office and the Sheriff shall coordinate their rehabilitation programming efforts as to each prisoner housed in the Weber County Correctional Facility.
- B. Morgan County shall be responsible for a proportional share of the costs of any rehabilitation program or service costs provided by the Weber County Sheriff to any prisoner of Morgan County.

**SECTION FIFTEEN
INMATE DISCIPLINARY MATTERS**

The Sheriff shall, upon request, forward a copy of the reports and disposition of all disciplinary actions as to any prisoner of Morgan County to the Morgan County Sheriff's Office.

**SECTION SIXTEEN
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 prisoners housed in the Weber County Correctional Facility.

**SECTION SEVENTEEN
INDEMNIFICATION**

Both parties are governmental entities under the Utah Governmental Immunity Act as set forth in 63-30-1 U.C.A., as amended. Consistent with the terms of that Act, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which it commits or

which are committed by its agents, official or employees. Neither party waives any defenses otherwise available under the Utah Governmental Immunity Act.

**SECTION EIGHTEEN
TERMINATION**

This Agreement may be terminated by either party upon sixty (60) days written notice, with or without cause.

**SECTION NINETEEN
NOTICE**

In the event that official notice is required to be given under the provision of this Agreement, such notice shall be given to the parties as follows:

Morgan County Sheriff's Office
PO Box 1047
Morgan UT 84050

Weber County Sheriff's Office
721 W 12th St
Ogden UT 84404

**SECTION TWENTY
EFFECTIVE DATE**

This Agreement shall become effective upon adoption of a Resolution passed by each County's respective governing body.

**SECTION TWENTY-ONE
REVOCATION OF PRIOR AGREEMENTS**

This Agreement supersedes and revokes any and all prior agreements between the parties regarding the housing of prisoners at the Weber County Correctional Facility.

IN WITNESS THEREOF, the parties hereto have caused this Interlocal Agreement to be executed on their behalf by the following duly authorized representatives as of the date appearing opposite their signatures below.

Board of County Commissioners
Of Weber County

By _____
James H. Harvey, Chair

Weber County Sheriff's Office

By _____

