

**AGREEMENT BETWEEN
THE BOARD OF EDUCATION OF THE WEBER SCHOOL DISTRICT
AND NORTH OGDEN CITY
FOR LAW ENFORCEMENT SERVICES**

This Agreement is made and entered into this ____ day of _____ 2019, pursuant to the provisions of The Interlocal Cooperation Act, Title 11, Chapter 13, et seq., Utah Code Annotated 1953 as amended "Interlocal Act" by and between North Ogden City, a Utah municipal corporation, hereinafter referred to as "North Ogden," and The Board of Education of the Weber School District, a school district of the State of Utah, hereinafter referred to as "District."

WITNESSETH

WHEREAS, District wants a safe and secure environment for its students, faculty, and all others using the district's school campuses and to allow students to obtain a quality education free from distractions; and

WHEREAS, District desires to make the most cost effective use of tax dollars to provide law enforcement services in designated schools; and

WHEREAS, District feels that North Ogden will provide excellent, cost effective, law enforcement within several of the District's schools; and

WHEREAS, North Ogden is able and willing to provide the law enforcement needed by the District; and

WHEREAS, Both parties would like to provide a platform for positive interactions between law enforcement personnel, students, and staff in order to build and strengthen the partnership between the students, the staff, the community, and law enforcement; and

WHEREAS, District has determined it is mutually advantageous to enter into this Agreement for North Ogden to provide law enforcement services to the District through the use of School Resource Officers ("SROs") working on and around the various school campuses to help provide and maintain a safe, healthy, and productive learning environment in school, to act as a positive role model to students, and to work to create a cooperative, proactive, and problem-solving partnership between law enforcement and the Local Education Authority; and

WHEREAS, It is agreed the services provided will be paid for by District, as hereinafter set forth, and the respective entities have determined and agree the amount set forth herein is reasonable, fair, and adequate compensation for providing the described law enforcement related services;

NOW THEREFORE, Pursuant to the Interlocal Act, the parties hereby agree as follows:

SECTION ONE AGREEMENT

- 1.01** North Ogden agrees to provide SROs who will furnish various law enforcement services to the District, to the extent and in the manner hereinafter set forth. North Ogden Police Chief shall be the Joint Administrator of this Agreement. The District designates the officers provided by North Ogden Police Department under this Agreement as its "Law Enforcement Unit."
- 1.02** Both parties agree to jointly discuss SRO assignments.
- 1.03** Municipality agrees to accept feedback from the District about an SRO's performance.
- 1.04** This Agreement terminates and supersedes any existing Agreement for the provision of SROs, whether oral or written, that may exist between the parties.

SECTION TWO SCOPE OF SERVICES

- 2.01** North Ogden will furnish officers to work as SROs in the District's Junior High Schools, High Schools, and other Schools located in North Ogden as determined from time to time by the parties to this Agreement.
- 2.02** Under this Agreement, the District and SROs are jointly responsible to help maintain safe schools, improve school climate, and support educational opportunities for students.
- 2.03** To serve as an SRO, an officer must first meet all of the following basic qualifications:
 - a) Be a POST Certified officer and have at least one year of law enforcement experience.
 - b) Have appropriate knowledge and understanding of Federal and State laws, City and County ordinances, and Board of Education policies and regulations as applicable to law enforcement in schools.
 - c) Be capable of conducting in-depth criminal investigations.
 - d) Possess even temperament and set a good example for students.
 - e) Possess communication skills that would enable the officer to function effectively within the school environment.
 - f) Attend and complete SRO training, including training required under Utah law.
- 2.04** The SROs will perform the following duties on the school campuses during the school year and at designated school events:
 - a) Protect lives and property of the citizens and public school students of the County.
 - b) Investigate and support administrative investigations of violations of all state laws, city and county ordinances and, as agreed upon, Board of Education Policies and Administrative Regulations.

- c) Confer with School Administrator to resolve student offenses that include minor violations of the law and status offenses on school property.
- d) Refer to the School Administrator student offenses that are infractions of Board of Education Policies and Administrative Regulations.
- e) Patrol school halls and grounds during school hours, including lunches and assemblies.
- f) Maintain an open line of communication with School Administrators.
- g) Investigate all reports of criminal activity on school property, except when other officers are responsible for the area or event.
- h) Assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned.
- i) Provide traffic control during the arrival and departure of students when necessary.
- j) At times, teach classes, as agreed upon, pertaining to law enforcement, school safety, and other approved subjects.
- k) Assist school staff in formulating and enforcing the "Safe School Policy."
- l) Arrange for guest speakers from the law enforcement community for special events related to substance abuse and other law enforcement related subjects.
- m) Maintain a highly visible peace officer presence in the schools.
- n) Be available to students to answer questions pertaining to laws, ordinances, or other law enforcement issues.
- o) Counsel students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the principal or the principal's designee or by the parents of a student.
- p) Be a friendly positive role model for students.
- q) Report all gang and other criminal activity to the appropriate follow-up Unit.
- r) Coordinate security at special school events or functions at the request of the principal or the principal's designee.
- s) Attend extracurricular activities at the SRO's school and provide law enforcement support as agreed upon. Any additional officers from a law enforcement agency must be requested by the principal and will be compensated by principal out of school funds.
- t) At the request of the principal or the principal's designee and with appropriate compensation paid by the principal from school funds, attend extracurricular activities located away from the school and provide law enforcement support as agreed upon.
- u) Work directly under the supervision of the School Administrator(s) for school-related matters and maintain full responsibility to the law enforcement chain of command in North Ogden Police Department.
- v) Wear the uniform or uniform options in the assigned school as approved by North Ogden Police Department.
- w) Keep separate Law Enforcement Unit records of incidents and investigations that are maintained for law enforcement purposes, and submit all incidents and arrest reports to the SRO's agency according to their departmental policy.
- x) Maintain communications with supervisors, school administration, and school safety personnel through assigned radios, pagers, voice-mail, and cellular phones.

Voice-mail should be checked each working day for any broadcast messages.

- y) Participate in parent, teacher, and student meetings when appropriate and in campus activities, student organizations, and athletic events when feasible.
 - z) Notify immediate supervisor, the school safety coordinator (when applicable), and the school principal or the principal's designee when absent from work due to illness, training, vacation, or an agency emergency.
 - aa) Provide backup SROs to cover absences of an assigned SRO whenever possible.
 - bb) If an SRO, or backup officer, is not present at his/her assigned school during duty hours, North Ogden Police Department will arrange for another officer to be on call to respond to emergencies, answer questions, and deal with emerging problems.
 - cc) At North Ogden Police Department's discretion, the SRO may leave school when needed to respond to an agency emergency.
 - dd) Be present at the school Monday through Friday.
 - ee) Make referrals of criminal offenses to juvenile court in accordance with State law.
- 2.05** The SROs should **not** perform the following:
- a) Act as substitute teachers.
 - b) Handle school disciplinary duties for which the principal and school administration are responsible.
 - c) Handle incidents occurring on school property when other officers are assigned to the particular event, i.e. parking lots, special events.
 - d) Act as counselors on student issues not relating to law enforcement.

- 2.06** North Ogden will designate an officer or appropriate supervisor as the liaison to the District for the purpose of coordinating activities with North Ogden Police Department attending any District meetings as reasonably requested, and overseeing the delivery of police services under this Agreement. The placement of SROs will be determined by mutual agreement between North Ogden Police Department and the District. Primary consideration will be given to student rapport and assignment longevity.

SECTION THREE STUDENT RIGHTS

- 3.01** North Ogden and the District agree that in handling all student offenses, both parties will comply with state and federal law regarding the rights of students, as follows:

As a general rule, if there are possible criminal implications to the students' conduct, the School Administrator may refer the investigation to the SRO, and the SRO will conduct interviews and searches in accordance with appropriate law. If the SRO determines the conduct to be a status offense or a class C misdemeanor, the SRO will refer the case to the School Administrator for disciplinary action.

1. Searches:
 - a) If an School Administrator is conducting a search, the School Administrator must have reasonable suspicion to conduct the search and the search must be reasonable in scope.
 - b) If an SRO is conducting a search, the SRO must have probable cause to conduct the search and the search must be limited in scope to the purpose of the search.
 - c) School Administrators, not SROs, should conduct searches when a school rule or policy is at issue. SROs may conduct searches where criminal law is at issue.

2. Questioning:
 - a) When conducting an investigation at school regarding violation of school rules, School Administrators will take the lead on questioning students.
 - b) SROs may be present during School Administrator interviews of students, but should not participate where the interview is focused on the school infraction.
 - c) School Administrators may question students regarding violations of school rules without notifying parents and without reading a student his/her *Miranda* warnings.
 - d) When students under the age of 14 are suspected in potentially criminal activity, SROs will comply with Utah Rules of Juvenile Procedure.
 - e) To the extent allowed by law, School Administrators and North Ogden Police Department will share information related to offenses occurring on campus obtained during respective interviews by School Administrators and SROs in order for the non-interviewing party to perform its duties with respect to the student.

3. Information privacy:
 - a) Information obtained by School Administrators during the course of an administrative investigation will be maintained confidentially in the student's file at the school and is considered part of the student's education record under the Family Education Rights to Privacy Act.
 - b) Information obtained by the SRO during the course of a criminal investigation will be maintained by North Ogden Police Department in accordance with its policies and procedures.
 - c) Information may be shared with each party to this Agreement in accordance with state and federal law and North Ogden Police Department's policies and procedures.
 - d) Nothing in this Agreement limits the District's requirement to notify parents and right to notify law enforcement of prohibited acts pursuant to Utah law, and of its requirement to notify law enforcement for weapons violations pursuant to Utah law. Nothing in this Agreement limits North Ogden in its requirement to notify the District of certain offenses by minors pursuant to Utah Code 78A-6-112(3)(b) and 78A-6-117(1)(b). Any persons having information obtained under any of the aforementioned statutes will comply with all confidentiality requirements of the statutes.

SECTION FOUR SCHOOL RESOURCE OFFICER TIME ALLOCATION

- 4.01** SROs will allocate their time based upon the following guidelines:
1. 50% of an SRO's time should be devoted to:
 - a) Law enforcement
 - b) Foot patrol and surveillance around the school
 - c) Investigations
 - d) Safe school support-fights/parking lot

 2. 30 – 35% of an SRO's time should be devoted to:
 - a) Building relationships
 - b) Opening communications between Schools and Agencies
 - c) Personal interaction with administration/Students/Staff/Parents
 - d) Creating an open door atmosphere
 - e) Intervention and problem solving
 - f) Providing a friendly positive role
 - g) Interagency referrals

 3. 15 – 20% of an SRO's time should be devoted to:
 - a) Teaching law-related education classes
 - b) Participation with students (activities and events)
 - c) Proactive instruction and presentations
 - d) Answering questions pertaining to laws, ordinances, or other law enforcement issues.

SECTION FIVE EQUIPMENT AND OTHER FACILITIES

- 5.01** North Ogden will furnish all necessary labor, supervision, equipment, communications facilities, uniforms, badges, firearms, and other items of equipment reasonably necessary to provide the services described herein. School supplies and equipment will be supplied by the District. Any personal property acquired by either entity shall remain the individual entities' asset and may be disposed of as seen fit by the individual entity.

SECTION SIX AUTHORITY AND EMPLOYMENT STATUS

- 6.01** The SROs assigned by North Ogden Police Department under this Agreement are designated as the District's Law Enforcement Unit and shall be treated and considered as members of the faculty of the schools to which the officers are assigned. However, for

purposes of liability, officers shall not be deemed to be District officers or employees.

- 6.02** All SROs assigned to perform duties under the terms of this Agreement shall be North Ogden employees, and shall have no right to any pension, civil service, or any other District benefit for services provided hereunder.

SECTION SEVEN GOVERNMENTAL IMMUNITY

- 7.01** North Ogden and the District are governmental entities and subject to the Governmental Immunity Act of Utah, Utah Code Ann. Sections 63G-7-101, et seq. (“Act”). Subject to the provisions of the Act, North Ogden and the District agree to indemnify and hold harmless the other Party, its elected officials, officers, employees, agents, and volunteers from and against any and all actions, claims, lawsuits, proceedings, liability damages, losses, and expenses (including attorney’s fees and costs) arising out of or resulting from the performance of this Agreement to the extent the same are caused by any negligent or wrongful act or omission of that Party, its elected officials, officers, employees, agents, and volunteers. Nothing in this Agreement shall be deemed a waiver of any rights, statutory limitations on liability, or defenses applicable to North Ogden or the District under the Act.

SECTION EIGHT RESPONSIBILITY FOR SALARY AND BENEFITS

- 8.01** The District shall not assume any liability for the payment of any salaries, wages, employment benefits, or other compensation to any North Ogden personnel performing services hereunder for the District and will not assume any other employment related liability except as provided for in this Agreement.
- 8.02** The District shall not be liable for compensation or indemnity to any North Ogden employee for injury or sickness arising out of his employment, unless otherwise provided herein, and North Ogden hereby agrees to hold the District harmless against any such claim.

SECTION NINE PERIOD OF AGREEMENT

- 9.01** Unless sooner terminated as provided for herein, this Agreement shall be effective 12:01 a.m., 2019 (Date) and shall run for a sixty month period until 12 midnight on (Date).
- 9.02** Notwithstanding the provisions of this Section, either party may terminate this Agreement at any time by giving 180 days prior written notice to the other party.

**SECTION TEN
COST OR PAYMENT**

- 10.01** The District agrees to pay North Ogden the amount set forth in Attachment A, which is attached hereto and incorporated herein by reference, for the services provided pursuant to this Agreement.
- 10.02** The rates set forth in Attachment A, may be renegotiated at the request of either party prior to July 1 of each year of this Agreement to reflect the current cost of the provided services in accordance with the policies and procedures for the determination of such rate as adopted by North Ogden and agreed to by the District.
- 10.03** The compensation paid by the District to North Ogden pursuant to this Agreement shall be used only for the services provided pursuant to this Agreement, and North Ogden shall not have the authority or right to use such funds for other purposes. Further, North Ogden agrees not to offset North Ogden Police Department present or future budget because of the compensation paid pursuant to this Agreement.

**SECTION ELEVEN
PAYMENT PROCEDURE**

- 11.01** The District shall remit one quarter of the contract amount to North Ogden within 20 days after receiving a bill, in a form approved by the District, at the close of each calendar quarter. If such payment is not remitted to North Ogden when due, North Ogden is entitled to recover interest at the rate of twelve percent (12%) per annum thereon as well as the contract amount.

**SECTION TWELVE
INTERLOCAL AGREEMENT**

- 12.01** In satisfaction of the requirements of the Interlocal Act, North Ogden and the District agree as follows:
- a) This Agreement shall be approved by each Party, pursuant to Section 11-13-202.5 of the Interlocal Act
 - b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5(3) of the Interlocal Act
 - c) A duly executed original counterpart of the Agreement shall be filed with the keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Act
 - d) No separate legal entity is created by the terms of this Agreement

**SECTION THIRTEEN
PROBLEM RESOLUTION**

13.01 The parties shall have the right upon request and through their authorized representative, to meet and confer with the other party's representative to discuss any problems arising regarding the performance, an individual officer's performance, and the costs for future periods, or any other issues related to this contract.

**SECTION FOURTEEN
AMENDMENT**

14.01 This Agreement may only be amended by a writing signed by both parties.

**SECTION FIFTEEN
ADMINISTRATOR'S POWERS**

15.01 The Joint Administrator has the authority to hire, fire, discipline, and replace the SRO along with the oversight of the daily routine for the SRO after conferring with the District. There is no voting allowed under the terms of this Agreement because no administering board is established pursuant to 11-13-206 (1)(g).

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their Authorized representatives as of the date first written above.

North Ogden

By _____
Mayor

ATTEST:

North Ogden Recorder

Approved as to Form and as Compatible with State Law:

North Ogden Attorney

The Board of Education of the Weber School District

By _____

Name: _____

Its: _____

ATTEST:

Approved as to Form and as Compatible with State Law:

Weber School District Attorney

ATTACHMENT A

**NORTH OGDEN POLICE DEPARTMENT
COST BREAKDOWN**

NORTH OGDEN POLICE	HOURS	2016-17	2017-18	2018-19
North Ogden Jr. High School	40	\$35,625	\$46,875	\$46,875
TOTAL PAID BY DISTRICT				
		\$35,625	\$46,875	\$46,875