

COTTONWOOD HEIGHTS

RESOLUTION No. 2024-56

A RESOLUTION APPROVING ENTRY INTO AN INTERLOCAL COOPERATION AGREEMENT WITH THE CANYONS SCHOOL DISTRICT (SCHOOL RESOURCE OFFICERS)

WHEREAS, UTAH CODE ANN. § 11-13-101, *et seq.* (the “*Interlocal Cooperation Act*”) provides that any two or more public agencies may enter into agreements with one another for joint or cooperative action following the adoption of an appropriate resolution by the governing body of each participating public agency; and

WHEREAS, the city of Cottonwood Heights (the “*City*”) and the Board of Education of Canyons School District (“*CSD*”) are public agencies for purposes of the Interlocal Cooperation Act; and

WHEREAS, the City provides law enforcement services within its jurisdiction through the Cottonwood Heights Police Department (“*CHPD*”), an agency of the City; and

WHEREAS, the City and CSD believe that public health, safety and welfare within their respective jurisdictions will best be served by cooperatively providing for the stationing of a CHPD “school resource officer” (each, an “*SRO*”) at each of CSD’s public schools located within the City to enhance public safety and law enforcement at such schools; and

WHEREAS, consequently, the City and CSD have formulated a proposed interlocal agreement (the “*Agreement*”) whereunder the City would provide such SROs to CSD on the terms and conditions specified in the Agreement; and

WHEREAS, the City’s governing body (the “*Council*”) met in regular session on 20 August 2024 to consider, among other things, approving the City’s entry into the Agreement; and

WHEREAS, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto; and

WHEREAS, the City’s attorney also has approved the form of the Agreement as required by UTAH CODE ANN. §11-13-202.5(3); and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the City and its constituents to approve the City’s entry into the Agreement;

NOW, THEREFORE, BE IT RESOLVED by the city council of the city of Cottonwood Heights that the attached Agreement is hereby approved, and that the City’s mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.

This Resolution, assigned no. 2024-56, shall take effect immediately upon passage.

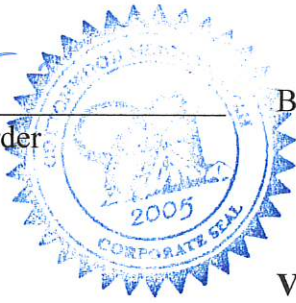
PASSED AND APPROVED this 20th day of August 2024.

ATTEST:

COTTONWOOD HEIGHTS

By:

Paula Melgar, Recorder



By:

Michael T. Weichers, Mayor

VOTING:

Michael T. Weichers	Yea ☒	Nay ☐
Matt Holton	Yea ☒	Nay ☐
Suzanne Hyland	Yea ☒	Nay ☐
Shawn E. Newell	Yea ☒	Nay ☐
Ellen Birrell	Yea ☒	Nay ☐

DEPOSITED in the office of the Recorder this 20th day of August 2024.

RECORDED this 21 day of August 2024.

CANYONS SCHOOL DISTRICT AND COTTONWOOD HEIGHTS
SCHOOL RESOURCE OFFICER INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT (the "Agreement") is made and entered into on ___ August, 2024, by and between the BOARD OF EDUCATION OF CANYONS SCHOOL DISTRICT (the "School District"), a political subdivision of the State of Utah, 9361 S. 300 E., Sandy, Utah, 84070, and COTTONWOOD HEIGHTS (the "City") a political subdivision of the State of Utah, 2277 E. Bengal Blvd., Cottonwood Heights, Utah, 84121.

WITNESSETH

WHEREAS, pursuant to the provisions of the Utah Interlocal Cooperation Act, Utah Code Ann. §11-13-101, et seq., as amended, public agencies, including political subdivisions of the State of Utah as defined therein, are authorized to enter into mutually advantageous agreements for joint or cooperative action;

WHEREAS, the School District and City (collectively referred to as "Parties"), through their respective governing bodies, have voluntarily determined that the interests and welfare of the public within their respective jurisdictions will best be served by this Agreement to provide for joint and cooperative action in regards to having a School Resource Officer ("SRO") serve at Brighton High School and Butler Middle School, as well as in elementary schools, including Bella Vista Elementary School, Butler Elementary School, Canyon View Elementary School, Oakdale Elementary School, and Ridgecrest Elementary School, in the City;

WHEREAS, the Parties intend to cooperate to provide for the health, safety and welfare of School District students, personnel, volunteers, and authorized visitors; maintain a safe and secure environment in School District facilities and at School District programs by the Parties acting swiftly and cooperatively when responding to major disruptions and criminal offenses at school; report serious crimes that occur on campus to ensure cooperation with law enforcement officials in their investigation; and to foster educational programs and activities that will increase student knowledge of and respect for the rule of law and the function of law enforcement agencies; to improve school climate; and encourage SROs to attend extra-curricular activities held at schools, when possible, such as athletic events, PTA meetings, plays, and concerts.

WHEREAS, the governing bodies of the School District and the City have by resolution or motion agreed to adopt this Agreement to provide for the joint and cooperative action contained herein; and

WHEREAS, this Agreement shall replace and supersede any agreements or memoranda of understanding approved and executed previously by the School District and the City regarding SROs.

NOW, THEREFORE, be it mutually covenanted and agreed as follows, each of the Parties accepting as consideration for this Agreement the mutual promises and agreements of the other:

SECTION ONE
EFFECTIVE DATE AND DURATION

This Agreement shall be deemed effective as 1 July 2024 and shall continue for a period of up to five (5) July 1-June 30 fiscal years thereafter, terminating on 30 June 2029 unless sooner terminated as provided herein. Following the initial five-year term, and subject to Sections Four and Thirteen, below, this Agreement shall be deemed automatically renewed for successive one-

year periods unless either party requests termination or modification of this Agreement. This request will be made in writing.

SECTION TWO **ADMINISTRATIVE ENTITY**

The City and the School District do not contemplate nor intend to establish a separate legal entity under their terms of this Agreement.

SECTION THREE **PURPOSE**

This Agreement is established for the purpose of jointly providing for **two (2) SROs** to serve at Brighton High School and Butler Middle School, as well as elementary schools in the City ("SRO Services").

SECTION FOUR **MANNER OF FINANCING**

This Agreement and the matters contemplated herein shall not receive separate financing, nor shall a separate budget be required. Each party shall be responsible for its own obligations under this Agreement. The City shall budget and be responsible for all payments related to the employment of the SRO. The City shall be responsible for all other costs and matters associated with employing and maintaining the SROs, including, but not limited to, salaries, payroll taxes, workers compensation insurance, benefits, automobile, uniforms, training, equipment, etc. The City shall send an invoice to the School District on an annual basis following the completion of the school year for payment of the services of the SROs as agreed to in writing between the School District and City, which total cost to the School District is seventy-five thousand dollars (\$75,000.00) per SRO for the first and second years of this Agreement; seventy-seven thousand five hundred dollars (\$77,500.00) per SRO for the third year of this Agreement; and eighty thousand dollars (\$80,000.00) per SRO for the remaining two years of the initial five-year term of this Agreement. Thereafter, the Parties may mutually agree on an increased annual cost for subsequent years of this Agreement; failing such mutual agreement, this Agreement shall be deemed terminated. The invoice shall be paid within thirty (30) days of receipt by the School District. If this Agreement is terminated during the budget year, the City and the School District agree to divide the costs associated with the payment of the services of the SROs as on a pro-rata basis depending upon the length of the year remaining.

SECTION FIVE **ADMINISTRATOR**

Pursuant to Utah Code Ann. §11-13-101, et seq., the Parties agree that City shall act as administrator responsible for this Agreement. This Agreement does not anticipate nor provide for any organizational changes in the City or the School District.

SECTION SIX **FILING OF AGREEMENT**

A copy of this Agreement shall be placed on file in the Office of the City Recorder of the City and with the Business Administrator of the School District and shall remain on file for public inspection during the term of this Agreement.

SECTION SEVEN
DESCRIPTION OF ARRANGEMENT

1) CHPD Obligations and Responsibilities:

- a) The SROs shall be employees of the City and shall be subject to the administration, supervision and control of CHPD.
- b) The City will pay the costs for the police officers to support the SRO Services in excess of the amounts due from the School District under Section Four, above, subject to annual appropriation by the City. The City will furnish any equipment that state law requires for provision of the SRO Services or that the Parties jointly agree is necessary for the success of the SRO Services.
- c) Scheduling, deployment, and supervision of SROs will be the responsibility of the City's police department ("CHPD"), taking into account the school year calendar of the school where each SRO is assigned. The hours of SRO availability will be during normal school hours while the school of assignment is in session.
- d) The SROs shall be subject to all personnel policies and practices of CHPD except as such policies or practices may be modified by the terms and conditions of this Agreement.
- e) City, through CHPD, in its sole discretion, shall have the power and authority to hire, remove/reassign, discipline, and discharge the SROs.
- f) As CHPD employees, SROs will be subject to the chain of command of CHPD.
- g) If a principal determines an assigned SRO fails to meet agreed-upon standards of conduct, that principal should contact the School District's designated administrator (currently Charisse Hilton, Student Engagement Program Administrator), who will arrange a meeting with the principal, the SRO's CHPD supervisor (the "Supervisor"), and the School District's designated administrator. The meeting will provide an opportunity to discuss concerns and allow a reasonable amount of time for the Supervisor to remediate the issue. If the issues are not resolved to the reasonable satisfaction of the School District, its Superintendent or designee (the "Superintendent") may make a written request to the City's Chief of Police (the "Chief of Police") to assign a different CHPD officer as the SRO for that school, in which event the Chief of Police shall make every reasonable effort to expeditiously assign a new SRO for that school. CHPD reserves the right to remove/reassign any SRO upon written notification to the School District.
- h) Whenever possible, required training of SROs will occur during non-school hours or on days when school is not in session.
- i) The Chief of Police and the Superintendent, or their designees, shall determine the working hours of the SROs supporting the SRO Services, taking into account the school year calendar of the school where each SRO is assigned. The hours of SRO availability will be during normal school hours while the school of assignment is in session. Adjustments outside of these regular hours shall be by mutual agreement in writing between that school's principal and the CHPD's designee.
- j) Although SROs remain City employees, SROs are required to be on the campus of the school(s) they are assigned to unless performing duties directly related to the SRO Services. In such absences, the SRO shall attempt to inform the principal of such absence from the school prior to the event requiring them to be away from the school, but, if prior notice is not possible, then the SRO shall report and explain the absence as soon as possible afterwards to the principal.
- k) CHPD will ensure that the Supervisor maintains communication with the schools' administrators throughout the school year to evaluate the performance of services provided by the SROs.
- l) CHPD will provide the School District with a "point of contact" to facilitate SRO Services communications. CHPD's point of contact for the schools shall be the Supervisor.

2) School District Obligations and Responsibilities:

- a) If a principal determines an assigned SRO fails to meet agreed-upon standards of conduct, that principal should contact the School District's designated administrator (currently Charisse Hilton, Student Engagement Program Administrator), who will arrange a meeting with the principal, the SRO's CHPD supervisor (the "Supervisor"), and the School District's designated administrator. The meeting will provide an opportunity to discuss concerns and allow a reasonable amount of time for the Supervisor to remediate the issue. If the issues are not resolved to the reasonable satisfaction of the School District, its Superintendent or designee (the "Superintendent") may make a written request to the City's Chief of Police (the "Chief of Police") to assign a different CHPD officer as the SRO for that school, in which event the Chief of Police shall make every reasonable effort to expeditiously assign a new SRO for that school. CHPD reserves the right to remove/reassign any SRO upon written notification to the School District.
- b) In the unlikely event that a situation arises wherein the School District believes that a particular SRO's presence at a School District facility or event constitutes a direct and immediate threat to the safety and well-being of the School District community, the School District may direct the SRO to leave the premises and not return until the School District has resolved the issue with either CHPD or the particular SRO.
- c) The School District shall:
 - i) Provide CHPD with a "point of contact" to facilitate SRO Services communications. Until such time as the School District notifies otherwise CHPD in writing, the School District's point of contact for the schools shall be: Charisse Hilton, Program Administrator; phone number 801-826-5140; email: Charisse.Hilton@canyonsdistrict.org.
 - ii) Provide an office/storage or work space for the SRO's materials and personal effects.
 - iii) Provide students, classroom, equipment and supplies for classes taught by SROs.
 - iv) Provide time for school principals or designees and the assigned SROs to attend SRO training.
 - v) Differentiate between disciplinary issues and criminal problems and respond appropriately. School administrators will handle routine administrative and school discipline (code of conduct) issues within the school without involving the SRO in an enforcement capacity unless the administrator determines that SRO involvement is necessary to address a threat to the safety of students, staff and/or patrons. School administrators are solely responsible for handling routine administrative and school discipline (code of conduct) issues.
 - vi) Document in Skyward or CSD's Data Dashboard any tickets, citations, or arrests that SROs have reported. When appropriate, discuss with the SRO whether the underlying actions have any school-based ramifications.
 - vii) Arrange meetings with the SRO as needed by school administration.
 - viii) Include SRO in school-wide trainings regarding school code of conduct and discipline, de-escalation, Positive Behavioral Interventions and Support ("PBIS"), and restorative justice provided to faculty.
 - ix) Request SRO assistance immediately to address the criminal conduct of persons other than students.
 - x) Assist with any SRO-initiated investigation and actions as needed.
 - xi) Provide ongoing feedback to the CHPD designee for SRO evaluation purposes.
 - xii) Notify responding SRO if any student involved in an investigation or incident requiring the assistance of the SRO has a disability and/or an Individualized Education Program ("IEP"), and who therefore may require special treatment or accommodations.
- d) School principals shall provide SROs or law enforcement with immediate access to students when the law enforcement officer or DCFS officer is investigating allegations of child abuse.

3) Mutual Obligations and Responsibilities:

- a) CHPD and School District recognize the importance of ensuring that the SRO works collaboratively with school and district administrators. Therefore, selection of the SRO for each school will be made through a collaborative process involving the CHPD and School District. To be assigned an SRO, a police officer must meet the following requirements:
 - i) The SRO must be a commissioned officer and should have two or more years of law enforcement experience;
 - ii) The SRO must possess an even temperament and be able to set a good example for students; and
 - iii) The SRO must possess effective communications skills that will enable the officer to function effectively within the school.
- b) Notwithstanding the foregoing, the CHPD shall make the final decision as to the placement of each SRO.
- c) CHPD and School District are jointly responsible for ensuring that the training required under Utah Code Ann. §53G-8-703(f) is provided and completed by the SRO and principal, or designee, before the beginning of each academic year. The training should include:
 - i) Childhood and adolescent development and techniques for working with youth;
 - ii) Responding age-appropriately to students;
 - iii) Working with disabled students;
 - iv) Techniques to de-escalate and resolve conflict;
 - v) Cultural awareness;
 - vi) Restorative justice practices;
 - vii) Identifying a student exposed to violence or trauma and referring the student to appropriate resources;
 - viii) Student privacy rights;
 - ix) Negative consequences and stigmatization associated with youth involvement in the juvenile and criminal justice systems;
 - x) Strategies to reduce juvenile justice involvement; and
 - xi) The role and distinctions between an SRO and other school staff who help to keep a school secure
 - xii) The standard response protocol and drills described in Section 53G-8-803;
 - xiii) An overview of the agreement;
 - xiv) Developing and supporting successful relationships with students; and
 - xv) Legal parameters of searching and questioning students on school property.
- d) Should additional training be required by law, ordinances, court orders or other contractual agreements, CHPD and School District shall jointly ensure that such training is provided and occurs.
- e) The Parties' point of contact shall meet twice each school year to discuss how the SRO Services are functioning in the various schools and any specific needs or concerns of the schools and SROs.

4) Duties of SROs

- a) One SRO will be assigned to the Brighton High School to provide for and maintain a safe, healthy and productive learning environment, act as a positive role model to students, build partnerships, enhance community-policing activities, identify problems within the schools, develop problem solving strategies with school administrators and staff, and collaboratively develop a comprehensive school safety plan with school administrators, staff, and the School District's Risk Management, and work to create a cooperative, proactive, and problem-solving approach between law enforcement and the school.
- b) The high school's SRO will teach a vocational law enforcement course each semester at the high school, if requested by the School District.

- c) One SRO will be assigned at Butler Middle School to provide for and maintain a safe, healthy and productive learning environment, act as a positive role model to students, build partnerships, enhance community-policing activities, identify problems within the schools, develop problem solving strategies with school administrators and staff, and collaboratively develop a comprehensive school safety plan with school administrators, staff, and the School District's Risk Management, work to create a cooperative, proactive, and problem-solving approach between law enforcement and the school, and respond to the needs of the elementary schools in the City. The middle school SRO will provide and teach a curriculum, jointly selected by CHPD and School District, at the middle school and/or the School District's elementary schools in the City: Bella Vista, Butler, Canyon View, Oakdale, and Ridgecrest elementary schools. The SRO will teach classes at the middle school and elementary schools on a schedule determined by the school pursuant to guidelines developed by the School District.
- d) SROs are expected to be present at their designated school during school hours, on school calendar days, when students are in session at the school (See Utah Code Ann. §53G-8-703 (e)(i)(B)).
- e) The point of contact for the SRO at the school is the principal (See Utah Code Ann. §53G-8-703 (e)(i)(C)).
- f) SROs may provide additional presentations to the schools in safety and crime prevention, bullying, and may provide additional services to the School District's schools within the City if available.
- g) SRO shall notify the Supervisor and the school principal or designee when absent from work due to illness, training, vacation or an agency emergency.
- h) The SROs will report to the Supervisor, who will oversee the SRO program. The SROs and Supervisor will meet regularly to identify and problem solve issues at the schools. The Supervisor will report to the Investigations Division Lieutenant, who will report to the Chief of Police.
- i) CHPD and SROs will work closely with the School District and the Community Prevention Advisory Team to improve the social and behavioral skills of students in order to maximize their ability to achieve academically and become successful, contributing citizens. Issues to be addressed include substance abuse, violence reduction, social skills and other areas of School District and community concern.
- j) CHPD and School District understand that the SRO may use any measures to secure school property as followed through established protocols of CHPD in the event of an emergency situation that requires lock-down.
- k) The SRO Program will provide outreach to school administrators, parents, students, businesses and the community for stakeholder involvement in problem solving and solutions. It will enable CHPD and School District to form valuable joint approaches and promote ongoing continued relationships that will benefit the community. The result of this collective effort will help CHPD to provide the best public safety services to better protect our citizens and support our officers in their law enforcement work.
- l) The SRO shall initiate positive interactions with students in the classrooms and general areas of the school to promote the profession of police officers and be a positive role model, de-escalating incidents whenever possible.
- m) The SRO will be responsible for enforcing the law, and is not responsible for handling routine school discipline issues. Infractions of school rules should be handled at the school level. SROs should be available to the school for advice, assistance and consultation. Absent a threat to an individual or public safety, student conduct that occurs on school property involving public order offenses including disorderly conduct, disturbance/disruption of schools or school activities; trespass; loitering; profanity; and fighting that does not involve physical injury or a weapon (as defined in Utah Code Ann. §76-1-601(5)), shall be considered school discipline issues to be handled by school

administrators. As to school policy and code violations, the SRO will take the student to the principal's office for discipline to be taken by the school officials.

- n) SRO shall confer with principal or designated school administrator to resolve issues related to offenses that are a minor violation of the law, and would not violate the law if the offense was committed by an adult. Such offenses may include use or possession of tobacco or alcohol.
- o) The SRO will be involved in school discipline when it pertains to preventing a disruption that would, if ignored, place students, faculty, and staff at risk of harm, so the SRO will resolve the problem to preserve the safe school climate.
- p) The SRO will share information with the school's administrator about persons and conditions pertaining to campus safety concerns.
- q) The SRO shall notify parents and school administration as soon as possible upon removing a student from campus.
- r) If a student arrest is warranted at school, in a school vehicle, or at a school event, the SRO shall use the least disruptive and the least obtrusive manner reasonably available to conduct the arrest of the student. The SRO will be accompanied by a school principal or vice principal when arresting a student unless emergency circumstances require otherwise for the safety of the student, the SRO, and/or others.
 - i) An arrest of a student may occur on school property or at school sponsored activities when:
 - (1) the SRO has probable cause to believe that the student has been or is engaged in a crime that:
 - (a) poses a real or immediate threat of injury to an individual or the public;
 - (b) constitutes property damage;
 - (c) involves the possession or use of drugs, or weapons; or
 - (2) the arrest is necessary to execute a warrant that cannot be effectively executed outside of school hours.
- s) The SRO shall notify parents and the applicable school administrator as soon as possible when students are arrested or ticketed.
- t) The SRO shall question students in a manner and a time when it has the least impact on the student's schooling so long as the delay in questioning does not interfere with the effectiveness of an investigation.
- u) School administrators shall make every effort possible to handle routine discipline (tardiness, loitering, use of profanity, dress code violations, and disruptive or disrespectful behaviors) within the school without involving the SRO in an enforcement capacity (issuing citations) unless it absolutely necessary or required by law.
- v) The SRO will emphasize the use of restorative approaches to address negative student behavior.
- w) An SRO may conduct investigatory stops or detentions of students on school property or at school sponsored events when the officer has reasonable suspicion to believe that the student has been, is, or is about to be engaged in the commission of a crime.
- x) In any instance in which it becomes necessary for an SRO and/or a CHPD officer to detain, question or search a minor student on school property or at a school sponsored activity, the SRO and/or the CHPD officer will make reasonable efforts to ensure that an adult guardian or parent or school administrator is present, except in the case of emergency circumstances or investigations into allegations of child abuse.
- y) School principals shall provide SROs or law enforcement with immediate access to students when the law enforcement officer or DCFS officer is investigating allegations of child abuse.
- z) An SRO or other CHPD officers may conduct an immediate, warrantless search or seizure under emergency conditions if there is probable cause to believe that delay in getting a warrant would result in the loss of evidence, escape of the suspect, or harm to the police

- or public. Whenever practicable, SROs are encouraged to contact a supervisor to resolve questions regarding search and seizure issues prior to electing to take a course of action.
- aa) CHPD officers are allowed to enter a School District school, property or activity when a suspect retreats into the school, property, or activity and there is reasonable fear of escape, destruction of evidence, or injury to the police or public. Entry may also be made where a person's health, welfare, or safety is concerned.
 - bb) If an SRO and/or the City's police officers want to interview/question a student at school during school hours, and the purpose of the interview is criminal investigation and prosecution, the SRO and/or other CHPD officers, and the principal, or designee, shall meet to identify or confirm the student sought to be interviewed, and identify or confirm the reason(s) for the interview. The principal shall provide immediate access for such an interview if the SRO/police officer:
 - i) presents a warrant, subpoena, or legal order that cannot be effectively executed outside of school hours;
 - ii) is investigating allegations of child abuse;
 - iii) any person is in serious imminent danger;
 - iv) there is a reasonable belief that evidence is about to be destroyed;
 - v) the SRO/officer needs to act promptly to prevent flight by a person suspected of serious criminal activity; or
 - vi) the SRO/officer is in pursuit of a suspect on school property.
 - cc) In the absence of any of the circumstances listed in (4)(aa), a principal may use his or her discretion to decide if such an interview should proceed, considering relevant factors, including, but not limited to:
 - i) The age and maturity of the student. Absent compelling circumstances, the School District presumes that students under the age of 14 should not be interviewed without the consent of their parents or guardians;
 - ii) The extent of disruption to the student's school day;
 - iii) The nature of the proposed interview, i.e., whether the student is a non-suspect witness or a suspect.

(1) Interviews of students by law enforcement personnel about matters unrelated to school should generally be conducted away from school during non-school hours.
 - dd) If the principal determines that such an interview should go forward, the principal should attempt to notify the parents or guardians of the request for an interview, and document, in writing, that attempt.
 - ee) The principal and the SRO should work together to determine when such questioning should take place in order to ensure the least amount of disruption to the student's learning and the educational environment.
 - ff) Each SRO will provide a biannual report (in January and June) to their respective high school principal or middle school principal that documents each of the following incidents of "law enforcement activity," as defined by Utah Code Ann. §53E-3-516, that involved the SRO and a student (including the identity of the student in the report):
 - i) arrests, including the reason the student was arrested;
 - ii) search and seizure;
 - iii) issuance of a criminal citation;
 - iv) issuance of a ticket or summons;
 - v) filing a delinquency petition; or
 - vi) referral to a probation officer.

5) Access to Education Records

- a) School officials shall allow SROs to inspect and copy any public records, including directory information, maintained by the school to the extent allowed by law. Access to

student records is governed by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g et seq., 34 CFR Part 99, and Utah's Student Privacy and Data Protection Act (SPDPA), Utah Code Ann. §53E-9-101 et seq.

- b) The School District will designate SROs as "school officials" in accordance with FERPA and SPDPA in order to ensure that SROs have lawful access to students' schedules, daily attendance, as well as directory information.
- c) If additional information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, school officials shall disclose to the SROs only that information that is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation; and the extent to which time is of the essence.
- d) If an SRO needs confidential student record information, but no emergency situation exists, the information may be released only as allowed by law.
- e) Notwithstanding any of the above, if an SRO or CHPD's law enforcement officer presents a warrant, subpoena, or court order for special educational records or video recordings, those items shall be provided as soon as possible.

6) Law Enforcement Units

- a) The School District will designate the School District's Risk Management as the School District's Law Enforcement Unit and SROs as the School's Law Enforcement Unit as provided under FERPA (Family Education Rights Privacy Act), pursuant to 20 U.S.C. 1232g(a)(4)(ii) and 34 C.F.R. 99.8. Parents shall be notified annually of these designations. All school security equipment shall be the responsibility of the School District's law enforcement unit. All school security records, including but not limited to, school security campus videotapes or school bus videotapes, are created and maintained by the School District's law enforcement unit. These records are not deemed to be student records or educational records [20 U.S.C. 1232g(a)(4)(ii)]. In addition, records created by the School District's law enforcement unit are not deemed to be student records or educational records [20 U.S.C. 1232g(a)(4)(ii)]. If the School District's law enforcement unit provides these records to the School District's officials for student disciplinary purposes, the records maintained by the school's administrative officials may become student records or educational records.

7) Respect for Student Rights

- a) An SRO may conduct or participate in a search of a student's person, possessions, or locker where there is probable cause to believe that the search will turn up evidence that the student has committed or is committing a criminal offense.
- b) The SRO shall not ask school administrators or other school employees to interview or search a student's person, possessions or locker in an effort to circumvent these protections.
- c) A school administrator may conduct a search of a student's person, possession or locker where there is a reasonable suspicion to believe that the search will turn evidence that the student has violated or is violating the law or rules of the school, and the search is justified in scope given the nature of the suspicion.
- d) Absent a real and immediate threat to an individual or public safety, a school administrator should not ask an SRO to be present or participate in a search conducted by a school administrator.
- e) No provision in this Agreement is intended to prohibit a student from voluntarily speaking with law enforcement. Other conversations between SROs and students will be on the premise of building relationships to help develop a healthy learning environment and promote prosocial behaviors.
- f) School administrators and SROs are prohibited from conducting strip searches of

- students.
- g) An SRO shall not use physical restraints on a student, including handcuffs, mace, or other physical or chemical restraints, unless the student's actions pose an imminent threat or the student is subject to arrest.

SECTION EIGHT

NOTICE OF DEFAULT; CORRECTIVE ACTION

The failure of either party to comply with each and every term and condition of this Agreement shall constitute a breach of this Agreement. Either party shall have thirty (30) days after receipt of written notice from the other of any breach to correct the conditions specified in the notice, or if the corrections cannot be made within the thirty (30) day period, within a reasonable time if corrective action is commenced within ten (10) days after receipt of the notice.

SECTION NINE

RIGHTS AND REMEDIES

In the event of any breach hereunder and after the lapse of the cure period as per Section Eight above, the non-breaching party shall have all the rights and remedies available under the laws of the State of Utah in effect. The rights and remedies of the Parties hereto shall not be mutually exclusive, but shall be cumulative in all respects. The respective rights and obligations of the Parties hereunder shall be enforceable in equity as well as at law or otherwise. In addition, in the event the School District breaches this Agreement and fails to make corrections as set forth in Section Eight above, the City may terminate this Agreement and cease providing any SROs hereunder.

SECTION TEN

GOVERNING LAW, JURISDICTION, AND VENUE

All questions with respect to the construction of this Agreement and all right and liability of the Parties hereto shall be governed by the laws of the State of Utah. Jurisdiction and venue for the enforcement of this Agreement shall be found in the courts of Salt Lake County, State of Utah.

SECTION ELEVEN

COSTS OF ENFORCEMENT

In the event of a breach of this Agreement, the non-breaching party shall be entitled to recover from the breaching party all of the non-breaching party's costs (including, but not limited to, courts fees and expert witness costs) and attorneys' fees associated with the enforcement of this Agreement.

SECTION TWELVE

NOTICE

Any written notice which must or may be given relating to this Agreement shall be sufficient if mailed postage prepaid, registered or certified mail, in the United States mail addressed to a party at the address given above. In the case of the School District, notice shall be mailed to the attention of the Business Administrator at the above address. In the case of the City, notice shall be mailed to the attention of the City Manager at the above address. Either party may notify the other to designate a different address for mailing.

SECTION THIRTEEN **TERMINATION**

Either party may terminate this Agreement for any or no reason and at any time by giving the other party at least sixty (60) days prior written notice of the same.

SECTION FOURTEEN **APPROPRIATION OF FUNDS**

The Parties' respective obligations under this Agreement are expressly subject to the appropriation of funds by the City's City Council and/or the School District's Board of Education. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the obligations under this Agreement, the Parties may terminate this Agreement.

SECTION FIFTEEN **INDEMNIFICATION**

Both Parties are governmental entities under the Governmental Immunity Act of Utah (the "Immunity Act"), Utah Code Ann. §§ 63G-7-101 to -904 (2011), as amended. Consistent with the terms of the Immunity 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, officials, or employees. Neither party waives any defenses otherwise available under the Immunity Act nor does any party waive any limits of liability now or hereafter provided by law.

SECTION SIXTEEN **GENERAL PROVISIONS**

A. **Severability.** In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

B. **Entire Agreement.** This Agreement contains the entire agreement between the Parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by the Parties. All prior understandings, negotiations, or agreements are merged herein and superseded hereby.

C. **Amendments.** This Agreement may be modified only by a writing signed by each of the Parties.

D. **Covenants and Conditions.** Each provision of this Agreement performable by the City and the School District shall be deemed to be both a covenant and a condition.

E. **Not Assignable.** This Agreement is specific to the Parties and is therefore not assignable.

F. **Binding Effect.** This Agreement shall bind the Parties and their respective successors and assigns.

G. Captions. The captions to the various sections of this Agreement are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or any part or parts of this Agreement.

H. Time. Time is of the essence of each term, provision, and covenant of this Agreement.

I. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

J. Gender and Number. The singular number includes the plural whenever the context so indicates. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes corporation, limited liability company, partnership, or other legal entity when the context so requires. The word "person" means person or persons or other entity or entities or any combination of persons and entities.

K. Waiver or Forbearance. No delay or omission in the exercise of any right or remedy by any party hereto shall impair such right or remedy or be construed as a waiver. Any waiver of any breach must be in writing and shall not be a waiver of any other breach concerning the same or any other provision of this Agreement.

L. No Partnership, Joint Venture, or Third-Party Rights. Except as specifically set forth herein, nothing in this Agreement shall be construed as creating any partnership, joint venture, or business arrangement among the Parties, nor any rights or benefits to third-parties.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have signed and executed this CANYONS SCHOOL DISTRICT AND COTTONWOOD HEIGHTS SCHOOL RESOURCE OFFICER INTERLOCAL COOPERATION AGREEMENT, after resolutions duly and lawfully passed, on the dates listed below.

DATED this ____ day of August 2024.

COTTONWOOD HEIGHTS

By: _____

Michael T. Weichers, Mayor



ATTEST: _____

By: _____

Paula Melgar, City Recorder

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH:

Wm. Shane Topham, City Attorney

DATED this ____ day of August 2024.

BOARD OF EDUCATION OF
CANYONS SCHOOL DISTRICT

By: _____

Amber Shill, Board President

ATTEST: _____

By: _____

Leon Wilcox, Business Administrator

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH:

Dan Harper,
Canyons School District Legal Counsel