

NO FORMAL ACTIONS ARE TAKEN IN A WORK SESSION

5:30 P.M. - WORK MEETING - MULTI-PURPOSE ROOM

CALL TO ORDER

COUNCIL BUSINESS

1. Calendar

- Apr 25 - Arbor Day
- Apr 29 - Budget Meeting 3:00 p.m.
- May 06 - Work Study Meeting 5:30 p.m., Regular Meeting 7:00 p.m.
- May 20 - Work Study Meeting 5:30 p.m., Regular Meeting 7:00 p.m.

2. **REVIEW OF THE 7:00 P.M. REGULAR COUNCIL MEETING AGENDA ITEMS**

- a) Invocation - Councilmember Wright
- b) Pledge of Allegiance - Councilmember Smith
- c) Consent Agenda
 2. Approval of minutes for the April 01, 2025 Work Meeting and Regular Meeting
 3. Approval of a Resolution and Interlocal Agreement with Utah County for the 2025 Springville City Municipal Election - Kim Crane, City Recorder

3. **WORK MEETING DISCUSSIONS/PRESENTATIONS**

- a) City Flag Update and Recommendation - Emily Larsen, Museum of Art Director
- b) Spring Oaks Geological Study Findings - Chris Wilson, City Engineer
- c) Code Review on Public Disturbances and Business Licensing - Evelyn Watkins and Libby Hancock, Legal Department
- d) Discussion about feral cats - Lance Haight, Public Safety Director
- e) Update on PAR Projects - Stacey Child, Parks and Recreation Director

MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS

ADJOURNMENT

CLOSED SESSION, IF NEEDED - TO BE ANNOUNCED IN MOTION

The Springville City Council may temporarily recess the meeting and convene in a closed session as provided by UCA 52-4-205.

7:00 P.M. COUNCIL MEETING - CITY COUNCIL ROOM

CALL TO ORDER

INVOCATION

PLEDGE

APPROVAL OF THE MEETING'S AGENDA

MAYOR'S COMMENTS

CEREMONIAL AGENDA

1. Recognition of recent CERT graduates - Lance Haight, Public Safety Director, and JoAnna Larsen, Emergency Management Coordinator

PUBLIC COMMENT - Audience members may bring any item, not on the agenda, to the Mayor and Council's attention. Please complete and submit a "Request to Speak" form. Comments will be limited to two or three minutes, at the mayor's discretion. State Law prohibits the Council from acting on items that do not appear on the agenda.

CONSENT AGENDA - The Consent Agenda consists of items previously discussed or that are administrative actions where no additional discussion is needed. When approved, the recommendations in the staff reports become the action of the Council. The agenda provides an opportunity for public comment. If, after the public comment, the Council removes an item from the consent agenda for discussion, the item will keep its agenda number. It will be added to the regular agenda for discussion unless otherwise specified by the Council.

2. Approval of minutes for the April 01, 2025 Work Meeting and Regular Meeting
3. Approval of a Resolution and Interlocal Agreement with Utah County for the 2025 Springville City Municipal Election - Kim Crane, City Recorder

PUBLIC HEARING AGENDA

4. Public Hearing for consideration of an acknowledgement of notice that UDOT and UTA intend to make a De Minimis impact finding regarding Kelvin Grove Park pursuant to Sec 4(f) of DOT Act of 1966, 23 CFR 774 - Chris Wilson, City Engineer

REGULAR AGENDA

5. Consideration of a Resolution approving the School Resource Officer agreement with Nebo School District - Lance Haight, Public Safety Director
6. Consideration of an Ordinance amending Springville City Code 11-6-135 concerning Land Use Application Expirations - Josh Yost, Community Development

MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS

ADJOURNMENT - CLOSED SESSION, IF NEEDED - TO BE ANNOUNCED IN MOTION

The Springville City Council may temporarily recess the meeting and convene in a closed session as provided by UCA 52-4-205.

CERTIFICATE OF POSTING - THIS AGENDA IS SUBJECT TO CHANGE WITH A MINIMUM OF 24-HOURS NOTICE - POSTED 04/11/2025

In compliance with the Americans with Disabilities Act, the city will make reasonable accommodations to ensure accessibility to this meeting. If you need special assistance to participate in this meeting, please contact the City Recorder at (801) 489-2700 at least three business days prior to the meeting.

Meetings of the Springville City Council may be conducted by electronic means pursuant to Utah Code Annotated Section 52-4-207. In such circumstances, contact will be established and maintained by telephone or other electronic means, and the meeting will be conducted pursuant to Springville City Municipal Code 2-4-102(4) regarding electronic meetings.

s/s - Kim Crane, MMC, City Recorder



MINUTES OF THE WORK/STUDY MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON TUESDAY, APRIL 01, 2025, AT 5:30 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN STREET, SPRINGVILLE, UTAH.

Presiding and Conducting: Mayor Matt Packard

Elected Officials in Attendance: Craig Jensen Excused
Logan Millsap
Jake Smith
Mike Snelson
Mindi Wright

City Staff in Attendance: City Administrator Troy Fitzgerald EXCUSED, Assistant City Administrator/City Attorney John Penrod, Assistant City Administrator/Finance Director Bruce Riddle EXCUSED, City Recorder Kim Crane, Community Development Director Josh Yost, Director of Administration Patrick Monney, Internal Services Director Scott Sensanbaugher, Library Director Dan Mickelson EXCUSED, Museum of Art Director Emily Larsen, Parks and Recreation Director Stacey Child, Power Director Jason Miller EXCUSED, Public Works Director Brad Stapley, and Public Safety Director Lance Haight. Library Supervisor Kim Christensen, City Engineer Chris Wilson, Water Reclamation and Stormwater Superintendent Terrance Harris, Water Reclamation Plant Manager Thad Monsen, and Power Generation Superintendent Mike Pool.

CALL TO ORDER - Mayor Packard welcomed everyone and called the Work/Study meeting to order at 5:33 p.m.

COUNCIL BUSINESS

1. Calendar

- Apr 15 - Work Study Meeting 5:30 p.m., Regular Meeting 7:00 p.m.
- Apr 25 - Arbor Day
- Apr 29 - Budget Meeting 3:00 p.m.

Mayor Packard asked if there was any discussion regarding the calendar. There was none.

2. **DISCUSSION ON THIS EVENING'S REGULAR MEETING AGENDA ITEMS**

- a) Invocation - Councilmember Snelson
- b) Pledge of Allegiance - Councilmember Millsap
- c) Consent Agenda
 2. Approval of minutes for the March 18, 2025, work meeting and regular meeting
 3. Approval of the Mayor's reappointments of Cindy Sumsion, Amandine Loveland, and McKay Strong to the Library Board

- 42 4. Approval of a Resolution approving the 2024 Municipal Wastewater Planning Program
(MWPP) Survey - Water Reclamation and Storm Water Superintendent Terrance Harris and
Water Reclamation Plant Manager Thad Monsen
- 44 5. Approval of a Resolution amending the real estate purchase agreement between Sunpro and
Springville City, extending the due diligence period for the Suntana Property - John Penrod,
46 Assistant City Administrator/City Attorney

48 Mayor Packard inquired if there was any discussion regarding the consent agenda. There was
none.

50 **3. WORK MEETING DISCUSSIONS/PRESENTATIONS**

52 a) **Discussion on Property Holdings Policy and Donations - John Penrod, Assistant City
Administrator/City Attorney**

54 City Attorney John Penrod reported on the City Property Holding Policy and reviewed the historical
strategy behind it. He explained that the purpose of the policy was to establish clear guidelines for the
56 acquisition, disposition, and oversight of city property. The policy was set to apply to land, buildings, and
leasehold interests.

58 Penrod noted that the policy would centralize the city's property inventory, with the Internal
Services Department maintaining a comprehensive inventory and providing an annual report to the City
60 Council. Once prepared, the report would evolve into a property master plan. He also mentioned that a
property acquisition fund would be created, along with defined methods for the disposition of property.

62 Mayor Packard suggested allocating 100% of proceeds into the property acquisition fund unless the
council voted to direct the funds elsewhere. Penrod responded that the council would have the ability to
64 review the annual report and make decisions regarding the use of the funds.

66 b) **Discussion of East Bay KOA's history - John Penrod, Assistant City Administrator/City Attorney**

68 City Attorney John Penrod presented a historical overview of the East Bay RV Park. He stated
that a 1999 ordinance limited RV stays to fifteen days, characterizing the use as short-term. In 2011, a
new owner acquired the property, leading to legal action. The initial settlement agreement maintained the
70 fifteen-day limit but allowed for up to seven repeat stays.

72 Penrod noted that a subsequent amended ordinance permitted RVs to stay up to 120 days within
a calendar year. A second settlement agreement in 2014 allowed two seasonal RV stays—one in winter
for up to 120 days—and required the removal of permanent units by 2024. A third settlement agreement
74 later reaffirmed the allowance of RV stays up to 120 days per calendar year.

76 Councilmember Snelson inquired about the possibility of discussing a few exceptions to the policy.
Mayor Packard responded that maintaining a clear and straightforward requirement would be
recommended.

78 c) **Internal Services Department Update - Scott Sensanbaugher, Engineering and Internal Services
80 Director**

82 Internal Services Director Scott Sensanbaugher reported on a customer satisfaction survey
conducted by his department. He stated that the results included a combination of positive feedback and
areas identified for improvement. He noted that targeted surveys would be administered for specific
84 departments as needed. Sensanbaugher explained that the survey results would assist the department
in identifying ways to enhance service delivery.

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d) **Repurpose of CIP Funds for the Golf Course - Stacey Child, Parks and Recreation Director**

Craig Norman, Hobble Creek Golf Pro, presented to the council on cost-saving measures achieved with capital funds. He explained that, due to these savings, the remaining funds could be used to purchase a range picker and install drinking fountains at strategic locations throughout the golf course. The council, by consensus, agreed with the proposed use of the remaining funds.

e) **Update on the 1200 West Roadway Project - Chris Wilson, City Engineer**

City Engineer Chris Wilson provided an update on the 1200 West project, covering the section from Center Street to 550 North. He reported that up to seven city-owned lots could be impacted by the project. Wilson identified an SB Additive shortfall of \$183,000 and proposed addressing it by reallocating \$200,000 from the Safe Routes to School line item (GL 45-4410-753). He stated that the SB Additive would be incorporated into the updated IFFP/IFA for Impact Fee Reimbursement.

To address a utility funding shortfall, Wilson proposed reallocating \$47,841 from the Water Enterprise CIP - Spring Oaks Waterline (GL 51-6190-929), a project no longer scheduled for the year. He also proposed reallocating \$119,700 from Sewer Enterprise Public Works Sewer Improvements (GL 52-6190-846) and \$92,318 from General Sewer Repairs (GL 52-6190-825).

Councilmember Wright requested clarification on the road design. The council, by consensus, agreed to proceed with the proposals.

City Recorder Kim Crane reported that the Utah County Clerk's Office had inquired whether cities within Utah County were interested in participating in the FAST Cast Ballot election system. Crane shared findings from a report conducted by the Lieutenant Governor's Office regarding the system's use in the 2024 Primary Election.

She noted that Finding 1.2 of the report stated the FAST Cast process lacked key statutory controls, leading to an environment where fraudulent or unauthorized ballots could be cast. The accompanying recommendation advised that the Utah County Clerk's Office either discontinue the use of FAST Cast or implement significant changes to ensure compliance with state election laws.

Based on these findings, Recorder Crane stated that she could not recommend the system unless substantial improvements were made. The council, by consensus, agreed not to pursue participation in the FAST Cast system at this time.

Museum Director Emily Larsen reported to the council on the flag design contest and inquired whether the council wished to proceed with a public vote or engage in further discussions. The council expressed reservations about the current designs and, not being fully in agreement with any of them, decided by consensus to postpone the item for further discussion.

Attorney Penrod reported on Google Fiber, saying they would not install the service if owners do not give permission for Google to go down the road.

MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS

Mayor Packard asked if there was further discussion. There was none.

ADJOURNMENT CLOSED SESSION IF NEEDED - TO BE ANNOUNCED IN MOTION

138 *The Springville City Council may temporarily recess the meeting and convene in a closed session as provided by UCA 52-4-205.*

140 **Motion: Councilmember Snelson moved** to adjourn the work meeting at 7:00 p.m. **Councilmember Wright**
142 **seconded** the motion. **Roll Call Vote Yes:** Councilmember Jensen ABSENT, Councilmember Millsap,
144 Councilmember Smith, Councilmember Snelson, and Councilmember Wright. The motion **Passed**
146 **Unanimously, 4-0, with 1 absent.**

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150 *This document constitutes the official minutes for the Springville City Council Work/Study Meeting held on Tuesday, April 01, 2025*
152 *I, Kim Crane, do hereby certify that I am the duly appointed, qualified, and acting City Recorder for Springville City, of Utah County,*
154 *State of Utah. I do hereby certify that the foregoing minutes represent a true, accurate, and complete record of this meeting held on Tuesday,*
156 *April 01, 2025.*

154 *DATE APPROVED:* _____
156 *Kim Crane*
City Recorder

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MINUTES OF THE REGULAR MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON TUESDAY, APRIL 01, 2025, AT 7:00 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN STREET, SPRINGVILLE, UTAH.

Presiding and Conducting: Mayor Matt Packard

Elected Officials in Attendance: Craig Jensen Excused
Logan Millsap
Jake Smith
Mike Snelson
Mindi Wright

City Staff in Attendance: City Administrator Troy Fitzgerald EXCUSED, Assistant City Administrator/City Attorney John Penrod, Assistant City Administrator/Finance Director Bruce Riddle EXCUSED, City Recorder Kim Crane, Community Development Director Josh Yost, Director of Administration Patrick Monney, Internal Services Director Scott Sensanbaugher, Library Director Dan Mickelson EXCUSED, Museum of Art Director Emily Larsen, Parks and Recreation Director Stacey Child, Power Director Jason Miller EXCUSED, Public Works Director Brad Stapley, and Public Safety Director Lance Haight

CALL TO ORDER

Mayor Packard called the meeting to order at 7:05 p.m.

INVOCATION AND PLEDGE

Councilmember Snelson offered the invocation, and Councilmember Millsap led the Pledge of Allegiance.

APPROVAL OF THE MEETING'S AGENDA

Motion: Councilmember Millsap moved to approve this evening's agenda as written. **Councilmember Snelson seconded** the motion. **Voting Yes:** Councilmember Jensen ABSENT, Councilmember Millsap, Councilmember Smith, Councilmember Snelson, and Councilmember Wright. The motion **Passed Unanimously, 4-0 with 1 absent.**

MAYORS COMMENTS

Mayor Packard welcomed the Council, staff, and those in attendance.

CEREMONIAL AGENDA

1. Arbor Day Proclamation

Parks and Recreation Director Stacey Child presented the Arbor Day Proclamation. She noted Springville City has been a tree city for 46 years, and the city currently maintains over 36,235 city trees, not including private trees.

44 PUBLIC COMMENT

45 Mayor Packard introduced the Public Comment section of the agenda and inquired if there were
46 any written requests to speak. Mayor Packard asked if information could be made available to city
47 residents on the types of trees to plant. No further comments were made.

48 CONSENT AGENDA

- 49 2. Approval of minutes for the March 18, 2025, work meeting and regular meeting
- 50 3. Approval of the Mayor's reappointments of Cindy Sumsion, Amandine Loveland, and McKay
51 Strong to the Library Board
- 52 4. Approval of a Resolution approving the 2024 Municipal Wastewater Planning Program (MWPP)
53 Survey - Water Reclamation and Storm Water Superintendent Terrance Harris and Water
54 Reclamation Plant Manager Thad Monsen
- 55 5. Approval of a Resolution amending the real estate purchase agreement between Sunpro and
56 Springville City, extending the due diligence period for the Suntana Property - John Penrod,
57 Assistant City Administrator/City Attorney

58 **Motion: Councilmember Snelson moved to approve** the consent agenda as written. **Councilmember**
59 **Smith seconded** the motion. **Roll Call Vote, Yes:** Councilmember Jensen ABSENT, Councilmember
60 Millsap, Councilmember Smith, Councilmember Snelson, and Councilmember Wright ABSTAINED ON
61 ITEM 5 DUE TO CONFLICT OF INTEREST. The motion **Passed Unanimously, 4-0, with 1 absent on**
62 **items #2, #3, and #4. Resolution #2025-12 adopted. The Motion passed 3-0 with 1 abstaining and 1**
63 **absent on item #5. Resolution #2025-13 was adopted.**

66 MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS

67 Mayor Packard asked for any further comment.

68 Councilmember Millsap reported Southern Utah Valley Power Systems (SUVPS) has some true-
69 up costs for improvements to the grid; Springville is approximately \$400,000. Salem would like to pay
70 overtime; he wanted the council to be aware, as it comes before SUVPS and is voted on.

72 CLOSED SESSION, AND ADJOURNMENT IF NEEDED - TO BE ANNOUNCED IN MOTION

73 *The Springville City Council may adjourn the regular meeting and convene into a closed session as*
74 *provided by UCA 52-4-205.*

76 ADJOURNMENT

77 **Motion: Councilmember Snelson moved to adjourn** the regular meeting at 7:17 p.m. and go into a closed
78 meeting for property. **Councilmember Smith seconded** the motion. **Voting Yes:** Councilmember Jensen
79 ABSENT, Councilmember Millsap, Councilmember Smith, Councilmember Snelson, and Councilmember
80 Wright. **The motion Passed Unanimously, 4-0, with 1 absent.**

82
83 *This document constitutes the official minutes for the Springville City Council Regular Meeting held on Tuesday, April*
84 *01, 2025.*

85 *I, Kim Crane, do hereby certify that I am the duly appointed, qualified, and acting City Recorder for Springville City, of*
86 *Utah County, State of Utah. I do hereby certify that the foregoing minutes represent a true, accurate, and complete record of this*
87 *meeting held on Tuesday, April 01, 2025.*

88 DATE APPROVED: _____

89 _____
90 Kim Crane
City Recorder



STAFF REPORT

DATE: April 09, 2025
TO: Honorable Mayor and City Council
FROM: Kim Crane, City Recorder
SUBJECT: INTERLOCAL AGREEMENT BETWEEN UTAH COUNTY AND
SPRINGVILLE CITY FOR ADMINISTRATION OF THE 2025 MUNICIPAL
ELECTIONS

RECOMMENDED ACTION

MOTION TO APPROVE RESOLUTION #2025-___ AND THE INTERLOCAL AGREEMENT BETWEEN UTAH COUNTY AND SPRINGVILLE CITY FOR THE ADMINISTRATION OF THE 2025 SPRINGVILLE CITY MUNICIPAL ELECTION.

SUMMARY OF ISSUES/FOCUS OF ACTION

Pursuant to the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953, the parties desire to work together through joint and cooperative action that will benefit the residents of Springville City by providing a more efficient and cost-effective municipal election.

FISCAL IMPACT

The 2025 municipal elections will be on August 12, 2025 (Primary Election, if needed) and November 04, 2025 (General Election) to elect a mayor and two council members.

Springville City has been contracting with Utah County to administer municipal elections since 2015. With the election being conducted by mail, the best option for the city would be to contract once again with Utah County. With the technology the county has available, efficiencies, and discounts they can receive from the vendors, they can administer the elections efficiently while providing continuity to the voters and at a cheaper cost than if the city were to run the elections ourselves. Under this agreement, the county would be in charge of administering the vote-by-mail election while the city recorder's office would be responsible for candidate filings, notices, and canvases. The cost to the city will be no greater than \$2.75 per registered voter per election; for billing purposes, this amount will be determined 11 days before each election day. As of January 1, 2025, there were 18,280 registered voters; however, with growth, there will likely be more registered voters at the time of the election. BUDGET IMPACT: Primary \$50,270.00 (if needed) and General Election \$50,270.00 with an estimated cost of \$100,540.00, as of March 17, 2025.

From: [Nicole Stevens](#)
To: [Kim Crane](#)
Subject: Price per Voter 2025
Date: Wednesday, April 9, 2025 10:03:59 AM
Attachments: [image001.png](#)

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

First, I want to preface this email by reiterating that our goal is to keep the actual costs as low as possible. We only want to charge municipalities the true cost of running their elections, and we will strive to stay as far below the \$2.75 cap as possible.

Second, I want to point out that low voter turnout in municipal elections has typically helped us keep return mail and labor costs relatively low compared to elections in even-numbered years. However, if turnout were to significantly increase, that would place a large burden on our mail and labor costs, and if we don't have those covered in our quote, the county would have to eat those costs.

With that in mind, here's a breakdown of things we charge and where I see increases due to inflation:

Printing – Our vendor raises this price annually. For example, they charged \$0.2678 per ballot in 2022, \$0.30 per ballot in 2023, and \$0.321 per ballot in 2024. Over a two-year period between 2022 and 2024, that was a 19.9% increase. (Note: I only discuss ballot printing here, but printing also includes the cost of printing envelopes, provisional envelopes, I Voted stickers, voting instructions, and test decks, as well as production fees and inserting the ballots and instructions into the envelopes. Anything that requires paper and ink has been hit hard by inflation.)

Postage and shipping – We've seen large increases in USPS rates over the past couple of years. For example, look at the Business Reply Mail rates that we were charged for ballots returned through the mail: \$0.69 in 2021, \$0.715 in 2022, \$0.79 in 2023, and \$0.874 in 2024. These are large percentage increases year-over-year, including a 22.2% increase over the two-year period between 2022 and 2024.

Equipment and licensing fees – We have a lot of expensive elections equipment that costs money to maintain and especially to replace. Licensing fees also

accompany some of this equipment. We charge the municipalities the replacement value of a piece of equipment divided by the number of elections we anticipate that piece of equipment lasting. For example, if a machine costs \$10,000 to purchase and we anticipate it will function for 20 elections before it needs to be replaced, then we would charge the municipalities \$500 per election for the wear and tear that will be put on that machine. (Of course, that cost would get spread around to all the municipalities on a per-voter basis). To illustrate how the cost of these machines goes up quickly over time, I'll point out that we bought our most expensive machine – an Agilis sorting system – in 2019 for \$227,491. In 2023, we were considering purchasing a second Agilis sorting system, and the quote came in at \$381,875. I have heard that to purchase an Agilis sorting system in 2025 would likely cost over \$450,000. As you can see, the cost of an Agilis nearly doubled in just six years.

Labor – Since 2023, all full-time Utah County employees have received the following pay increases: A 2.0% across the board increase in 2024, a 2.5% across the board increase in 2025, and step increases of approximately 2.3% annually if eligible (which the vast majority are). That means the salary for a typical full-time elections employee has gone up more than 9% over the past two years—and for some, it's been even higher. Also, our seasonal election specialist employees, who we bring on board in the weeks before and after election day, will receive an increase of over 17% this year. As mentioned earlier, a higher than anticipated voter turnout would result in longer hours for seasonal elections staff and overtime for full-time staff, as well as a potential need for us to quickly bring aboard even more seasonal staff. It should be noted that we rely heavily on our seasonable workers from the time ballots go out (three weeks before election day) until canvassing (usually two weeks after election day), so keep in mind the impact of that 17% increase.

Administrative support – This covers things like support from our elections equipment vendor who sends someone on-site to (hopefully quickly) fix any unanticipated equipment issues during peak processing days, IT expenses (like programming, telephone, and systems support), and the moving company we utilize to move equipment from storage to vote centers and back again. All these costs have gone up over time, primarily due to labor increases. We also have not charged municipalities in the past for security at our vote centers and ballot processing center, but that's a cost that needs to be built in moving

forward.

New legislative mandates – While not an inflationary increase, new legislative mandates lead to things like redesigning forms, envelopes, ballots, and notices (and needing to reprint those we had in stock) as well as labor increases. For this year, I would point to HB 300, SB 164, and HB 263 as new legislation that may bring about compliance and/or labor impacts that we need to account for. I hope this helps you see why we increased the cap in 2025. Let me know if you have any additional questions!

Thank you.

Brian Voeks

Chief Deputy Clerk

Office of the Utah County Clerk

100 E Center St, Suite 3100

Provo, UT 84606

Office: (801) 851-8107

Cell: (385) 575-0021

brianv@utahcounty.gov

Nicole Stevens

Assistant Elections Director

100 E. Center Street, Suite 3100

Provo, UT 84606

Office: 801.851.8126

Cell: 385.575.0180



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RESOLUTION #2025-__

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN UTAH COUNTY AND THE CITY OF SPRINGVILLE, UTAH, REGARDING THE ADMINISTRATION OF THE 2025 MUNICIPAL ELECTION.

WHEREAS, Springville City will be holding municipal elections on August 12, 2025 (if necessary) and November 04, 2025;

WHEREAS, Utah State Code Section 20A-3a-202 requires an election to be conducted entirely by mail, Springville City does not have the equipment necessary to administer a Vote by Mail Election;

WHEREAS, it is the mutual benefit of both Utah County and Springville City to enter into an agreement providing for the parties' joint efforts to administer the 2025 Municipal Election, and;

WHEREAS, an Interlocal Cooperation Agreement, in the form attached hereto as **Exhibit A**, has been prepared to define the joint election administration and responsibilities.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Springville, Utah:

PART I:

The Interlocal Cooperation Agreement attached hereto as **Exhibit A** is hereby approved.

PART II:

The Mayor is hereby authorized to execute the Agreement in substantially the form attached hereto as **Exhibit A**, with such minor changes and modifications as may be recommended by the City's legal counsel.

This resolution shall take effect immediately, as allowed by law.

PASSED AND APPROVED this 15th day of April, 2025

Matt Packard, Mayor

ATTEST:

Kim Crane, City Recorder

EXHIBIT A

Interlocal Cooperation Agreement between Utah County and Springville City
for the Administration of the 2025 Municipal Elections

**INTERLOCAL COOPERATION AGREEMENT BETWEEN UTAH COUNTY
AND SPRINGVILLE CITY
FOR THE ADMINISTRATION OF THE 2025 MUNICIPAL ELECTIONS**

This INTERLOCAL COOPERATION AGREEMENT (“Agreement”), made and entered into by and between Utah County, a political subdivision of the State of Utah, and Springville City, a municipality and political subdivision of the State of Utah, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, under Utah Code Title 20A, the Utah County Clerk is charged with many duties pertaining to conducting fair, accurate, and impartial elections in Utah County;

WHEREAS, Utah County, by and through the Utah County Clerk, regularly conducts countywide elections and has the equipment, experience, and applicable vendor contracts in place to efficiently conduct elections;

WHEREAS, municipalities within Utah County, such as CITY, are responsible for conducting municipal elections within their own jurisdictions;

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act (“Act”), Utah Code Title 11, Chapter 13, public agencies, including political subdivisions of the State of Utah, are authorized to enter into written agreements with one another for joint or cooperative action;

WHEREAS, pursuant to the Act, the parties desire to work together through joint and cooperative action that will benefit the residents of both Utah County and CITY;

WHEREAS, the parties to this Agreement are public agencies as defined in the Act;

WHEREAS, Utah County and CITY desire to successfully conduct the 2025 CITY Municipal Primary Election (to be held on August 12, 2025) and Municipal General Election (to be held on November 4, 2025) (collectively “2025 CITY Municipal Elections”); and

WHEREAS, it is to the mutual benefit of both Utah County and CITY to enter into an agreement providing for the parties’ joint efforts to administer the 2025 CITY Municipal Elections.

NOW, THEREFORE, the parties do mutually agree, pursuant to the terms and provisions of the Act, as follows:

Section 1. EFFECTIVE DATE; DURATION

Within the meaning of the Act, the effective date of this Agreement occurs when the Agreement is submitted to, approved by, and formally adopted via resolution by the governing bodies of both parties. The term of the Agreement begins upon its effective date and ends on December 31, 2025, or upon joint written termination by both parties, whichever occurs first. The termination date may be extended if mutually agreed upon in writing by both parties.

Prior to becoming effective, the Agreement must be reviewed and approved for legal form and compatibility with the laws of the State of Utah by both the Utah County Attorney and the CITY Attorney, or their designee. Each party shall file a copy of the Agreement with the respective record-keeping official for each party.

Section 2. ADMINISTRATION OF AGREEMENT

This agreement does not create a separate legal entity and does not require or authorize any organizational changes within the parties. Under Utah Code § 11-13-207, Utah County, by and through the Utah County Clerk, shall act as the administrator responsible for overseeing the implementation of this Agreement. Utah County, by and through the Utah County Clerk, shall maintain all books and records in such form and manner as Utah County sees fit and shall make

all books and records available for examination and inspection by CITY at all reasonable times and in accordance with state and federal law. The parties shall not acquire, hold, nor dispose of real or personal property under this Agreement during this joint undertaking.

Section 3. PURPOSES

This Agreement has been established and entered into between the parties for the purpose of administering the 2025 CITY Municipal Elections in accordance with state and federal laws. This Agreement contemplates basic, traditional primary and general elections for the 2025 CITY Municipal Elections, in accordance with the laws of the State of Utah. All other election-related services, including but not limited to services for special elections, runoff elections, or elections for subsequent years, are not contemplated in this Agreement.

Section 4. RESPONSIBILITIES

The parties agree to fulfill the responsibilities and duties outlined in Exhibit A, which is attached and incorporated by reference, for the 2025 CITY Municipal Elections.

CITY agrees to reimburse Utah County the actual costs incurred in administering the 2025 CITY Municipal Elections. Utah County shall not bill CITY in excess of the estimated cost per active voter specified in Exhibit B, which is attached and incorporated by reference. CITY shall submit payment to Utah County within 30 days of receiving an invoice.

In accordance with the definitions in Utah Code § 20A-1-102, this Agreement relates to a municipal ballot and election, and the election officer is CITY's municipal clerk or recorder. Notwithstanding these definitions, the parties agree to consolidate all elections administration functions and decisions in the office of the Utah County Clerk to ensure the successful conduct of multiple, simultaneous municipal elections taking place throughout Utah County in 2025. In a consolidated election, decisions made by Utah County regarding resources, procedures, and

policies are based upon providing the same scope and level of service to all the participating jurisdictions, and CITY recognizes that such decisions, made for the benefit of the whole, may not be subject to review by CITY.

Section 5. TERMINATION

This Agreement will automatically terminate at the end of its term herein, pursuant to the provisions of Section 1 of this Agreement. Prior to the automatic termination of this Agreement pursuant to Section 1, any party to this Agreement may terminate the Agreement sixty days after providing written notice of termination to the other parties. However, Utah County shall only have the right to terminate this Agreement prior to the end of the term of this Agreement if termination can be accomplished in time to allow the CITY a reasonable amount of time to make alternate arrangements for the administration of the 2025 CITY Municipal Elections. Should the Agreement be terminated prior to the end of the stated term, CITY will be responsible for any costs incurred, including costs not then incurred but which are contemplated herein and irreversible at the time of termination, such as return mailing costs, through the time of termination. The Parties to this Agreement agree to bring current, prior to termination, any financial obligations contained herein.

Section 6. INDEMNIFICATION

The parties to this Agreement are political subdivisions of the State of Utah. The parties agree to indemnify and hold harmless the other for damages, claims, suits, and actions arising out of a negligent error or omission of its own officials or employees in connection with this Agreement. The parties expressly agree that the obligation to indemnify is limited to the dollar amounts set forth in the Utah Code § 63G-7-604 of the Governmental Immunity Act of Utah. None of the parties waive any defenses otherwise available under the Governmental Immunity Act of Utah.

Section 7. FILING OF INTERLOCAL COOPERATION AGREEMENT

The parties shall place executed copies of this Agreement on file in the office of the Utah County Clerk and with the official keeper of records of CITY and shall maintain the copies for public inspection during the term of this Agreement.

Section 8. ADOPTION REQUIREMENTS

The Agreement takes effect only after the following steps are completed:

- (a) Approval by resolution of each party's governing body,
- (b) Execution by a duly authorized official of each party,
- (c) Review and approval by an authorized attorney of each party, as required by Utah Code § 11-13-202.5, and
- (d) Filing of the Agreement and resolutions in the official records of each party.

Section 9. AMENDMENTS

This Agreement may only be amended, changed, modified, or altered by an instrument in writing that meets the following requirements:

- (a) Approval by resolution of each party's governing body,
- (b) Execution by a duly authorized official of each party,
- (c) Review and approval by an authorized attorney of each party, as required by Utah Code § 11-13-202.5, and
- (d) Filing of the Agreement and resolutions in the official records of each party.

Section 10. SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain in effect and be enforced to the extent permitted by law. If possible, the parties shall apply the invalid provision in a way that upholds its intent. To the extent permitted by

applicable law, the parties hereby waive any provision of law which would render any of the terms of this Agreement unenforceable.

Section 11. NO PRESUMPTION

The parties acknowledge that all terms of this Agreement have been negotiated and prepared jointly. Neither party is presumed to have a disadvantage due to being the drafter of this Agreement. If any provision of this Agreement requires judicial interpretation, the parties request that no presumption be applied against any party for being the drafting party.

Section 12. HEADINGS

Headings in the Agreement are for convenience of reference only and are not to be considered for any interpretation of the Agreement.

Section 13. BINDING AND ENTIRE AGREEMENT

This Agreement is binding upon the heirs, successors, administrators, and assigns of both parties. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter and supersedes all prior and contemporaneous agreements, negotiations, representations, promises, or understandings of the parties, whether oral or written.

Section 14. NOTICES

All notices, demands, and other communications required or permitted to be given under this Agreement must be in writing. A notice will be considered properly given if delivered by hand or sent via certified mail (return receipt requested, with postage paid) to the Utah County Clerk or the CITY Recorder at their respective addresses. Either party may designate a specific address by providing notice as specified in this section.

Section 15. ASSIGNMENT

Neither party may assign this Agreement or any portion of it without the prior written

consent of the other party. An approved assignment does not relieve the original parties of their liabilities under this Agreement.

Section 16. GOVERNING LAW

All questions with respect to the construction and interpretation of this Agreement, including the rights, obligations, and liabilities of the parties, are to be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties have signed and executed this Agreement, after resolutions duly and lawfully passed, on the dates listed below:

UTAH COUNTY

Authorized by Resolution No. 2025 - _____, approved and passed on the _____ day of _____ 2025.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

By: _____
Brandon B. Gordon, Commission Chair

ATTEST: Aaron R. Davidson
Utah County Clerk

By: _____
Deputy Clerk

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:
Jeffrey S. Gray, Utah County Attorney

By: _____
Deputy County Attorney

CITY

Authorized by Resolution No. _____, approved and passed on the _____ day of _____ 2025.

CITY Mayor

ATTEST:

By: _____
CITY Recorder

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

By: _____
CITY Attorney

Exhibit A
Scope of Work for Services in the 2025 Municipal Elections

Revised February 6, 2025

Services CITY will perform include, but are not limited to:

- Providing the Utah County Clerk with relevant information, decisions, and resolutions and taking appropriate actions required for the conduct of the election in a timely manner.
- Administering all functions related to candidate filings, including conflict of interest disclosures and campaign financial disclosures.
- Publishing public notices as required by law. CITY may work with Utah County to publish notices jointly with other jurisdictions.

- Accepting responsibility for keeping candidates and the public up-to-date and informed on all legal requirements governing candidates, campaigns, deadlines, and recounts.
- Thoroughly examining and proofing all election ballots and providing final approval.
- Hosting on the CITY website a link to or copy of the unofficial reported results as hosted on the Utah County Clerk's elections webpage prior to certification, the official reported results as hosted on the Utah County Clerk's elections webpage after certification, the location of the county-owned ballot drop boxes, the location of vote centers, and a link to the website for voters to opt-in to receive ballot alert texts.
- Submitting annexations or other boundary changes impacting the administration of the 2025 CITY Municipal Elections to the County prior to June 1, 2025. Annexation changes submitted on or after June 1, 2025, will not be incorporated into the 2025 CITY Municipal Elections.
- Canvassing the final election results seven days after Election Day, or on another date in accordance with state law and in coordination with the Utah County Clerk.
- CITY will not change the format or otherwise alter the unofficial or official reported results, only displaying them in the form and format as provided by the Utah County Clerk.

Services Utah County will perform for CITY include, but are not limited to:

- Ballot layout and design.
- Ballot printing.
- Ballot mailings. The outgoing and return by-mail ballot envelope packets sent to each voter will be addressed to the Utah County Clerk.
- Ballot retention and storage.
- Outgoing postage and return postage.
- Ballot processing.
- Signature verification and the curing of ballots returned with inconsistent, mismatched, or missing signatures.
- Printing optical scan ballots.
- Programming and testing voting equipment.
- Maintaining the electronic voter registration database.
- Selection and operation of countywide vote centers.
- Poll worker and ballot center worker recruitment, training, assignment, supervision, and compensation.
- Delivery of supplies and equipment.
- Tabulating and reporting election results on the Utah County website.
- Verifying and processing provisional ballots.
- Updating the voter history database.
- Conducting audits as required by state law and administrative rule.
- Conducting recounts as required by state statute and administrative rule.
- Election Day administrative support.
- Ballot drop box services, including maintaining and securing drop boxes, unlocking and locking drop boxes, collecting ballots, and maintaining security camera footage.

- Make a schedule to update the CITY on election results before Election Day. The County shall provide election result updates at specified times, even if there are no new results to report. Updates shall be provided twice on Election Day and once per day thereafter at 5 pm. If the proposed schedule is unworkable for the County, the parties shall collaborate to establish mutually acceptable update times. The County shall provide clear and timely communication regarding the status of ballot processing and counting to keep candidates, city officials, and residents informed as to when updates will be posted.
- The County shall ensure that the City receives election results immediately after the state receives results to maintain consistency and avoid discrepancies in public reporting.
- The County will give the City unofficial numbers that morning of the last day of the Canvass by 9 am, and official results at 12 noon the day of the Canvass providing final canvass report of official election results as required under Utah Code, Title 20A, Chapter 4, Part 3. Upon CITY performing its statutory duties to canvass an election, the final canvass report will constitute the official election results.
- Any other services necessary for the success of the 2025 CITY Municipal Elections.

Exhibit B

Cost Estimate for 2025 Municipal Elections

Springville

Election	Active voters as of 1/1/2025	Active voters x \$2.75 per voter per election
Primary	18,280	\$50,270.00
General	18,280	\$50,270.00
Total estimated cost as of 3/17/2025 for 2025 CITY Municipal Elections		\$100,540.00

This exhibit is a good faith cost estimate for budgeting purposes and is not intended to be the final actual cost billed to CITY.

Election costs depend upon the offices scheduled for election, the volume of voters, and the number of participating jurisdictions.

For billing purposes, active voters will be calculated 11 days before each Election Day. Utah County will not invoice CITY more than \$2.75 per active voter per election and will strive to keep costs under that estimated rate.

In the event of a State or County special election being held in conjunction with the 2025 CITY Municipal Elections, the scope of services and associated costs, and the method of calculating those costs, may be altered.



STAFF REPORT

DATE: April 4, 2025
TO: Honorable Mayor and City Council
FROM: Chris Wilson, City Engineer
SUBJECT: NOTIFICATION OF SECTION 4(F) DE MINIMIS IMPACT FINDINGS
(SHARP/TINTIC RR CONNECTION)

Recommended Motion:

Motion to approve signing of the Notification of Section 4(f) De Minimis Impact Findings provided by UDOT showing minimal impacts to Kelvin Grove Park as a result of the Sharp/Tintic RR Connection Project, stating that the City agrees with the findings.

Executive Summary:

The UDOT/UTA project Springville Sharp/Tintic RR Connection Project (PIN 14988) is undertaking federal aid. The federal aid has stipulations in regards to impact to public parks. The Purpose of the letter is to notify the City that UDOT and UTA intend to make a de minimis impact finding regarding Kelvin Grove Park pursuant to Section 4(f) of the Department of Transportation Act of 1966, 23 CFR 774. The De Minimis Impact Finding states that impacts of the project are minimal and efforts were made to reduce harm to parklands.

Focus of Action:

Acknowledge the Notification of De Minimis Impact Finding and approve signature.

Background:

UDOT and UTA are currently working on a project to consolidate railroad track between the Sharp and Tintic lines and to prepare for future extension of the Fronrunner. The extension of the Fronrunner will require some expansion of the railroad right of way. Some of this widening will impact the Kelvin Grove Park. The required area is proposed to be a narrow strip of a couple feet along the west boundary equaling to 0.02 acres as shown in the exhibit to the letter. Additional temporary construction easement equals 0.07 acres.



Discussion:

The benefits of the railroad consolidation and Frontrunner southern expansion are significant to the City and outweigh the minor impact to Kelvin Grove Park. The impact is not adverse to the features or nature of the park. Impacted trees are intended to be relocated or replanted in the park.

Alternatives:

Other alternatives could be to not sign the notice or request additional betterments to the park based on valuation of the impact.

Fiscal Impact:

No Fiscal Impact to the City. The project funding will cover all costs of impacts to City property and landscaping.

Chris Wilson

Chris Wilson



State of Utah

SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

DEPARTMENT OF TRANSPORTATION

CARLOS M. BRACERAS, P.E.
Executive Director

LISA J. WILSON, P.E.
Deputy Director of Engineering and Operations

BENJAMIN G. HUOT, P.E.
Deputy Director of Planning and Investment

March 26, 2025

Mr. Troy Fitzgerald
City Administrator
Springville City
110 South Main Street
Springville, UT 84663

RE: UDOT Project No. F-LC49(169); Springville Sharp/Tintic RR Connection (PIN 14988)
Notification of Section 4(f) De Minimis Impacts Finding

Dear Mr. Fitzgerald:

The Utah Department of Transportation (UDOT) and Utah Transit Authority (UTA) are preparing to undertake the subject federal aid project. **The purpose of this letter is to notify you that UDOT and UTA intends to make a *de minimis* impact finding regarding Kelvin Grove Park pursuant to Section 4(f) of the Department of Transportation Act of 1966, 23 CFR 774.** In accordance with Part 3.2.1 of the *Memorandum of Understanding Between the Federal Highway Administration and the Utah Department of Transportation Concerning State of Utah's Participation in the Surface Transportation Project Delivery Program Pursuant to 23 USC §327* (executed May 26, 2022), the UDOT assumes responsibility, assigned by the Federal Highway Administration (FHWA), for ensuring compliance with Section 4(f) of the Department of Transportation Act of 1966, 23 U.S.C. § 138 (as amended) and 49 U.S.C. § 303 (as amended).

The Sharp/Tintic Railroad (RR) Connection project will design and construct a new crossover track to connect the Sharp and Tintic railroad corridors in the cities of Springville and Spanish Fork. The location of the new connection track is between approximately milepost (MP) 747.21 on the Union Pacific (UPRR) Sharp Subdivision and MP 2.47 on the Tintic Branch that is owned by UTA. An evaluation of environmental impacts has been undertaken as part of this project.

The Section 4(f) resource affected by the project includes Kelvin Grove Park. Located on Wallace Drive (1400 West) between 1300 South and 1600 South, the park includes a basketball court, bowery with picnic tables, a sand play area with swings and slides, and a walking path around the perimeter of the property.

Improvements associated with the Sharp/Tintic RR Connection project could require permanent property acquisition up to 0.02-acres and a temporary easement of 0.07-acres. The walking path, benches, detention pond, and most of the landscaping would not be impacted (see attached map). Two to three planted trees (not voluntary) are located near the proposed temporary construction easement area and may be impacted by project construction activities. Impacts to site and landscape amenities, including planted trees, sod, irrigation systems, and fencing would be restored in-kind, if disturbed. Improvements associated with the Sharp/Tintic RR Connection project would not adversely affect the features, attributes, or activities that qualify Kelvin Grove Park for protection under Section 4(f) and would constitute a Section 4(f) use with a *de minimis* impact.

UDOT is required to consult with the official with jurisdiction over Section 4(f) resources potentially affected by the undertaking. As the sole agency responsible for management and maintenance of these facilities, Springville City is the official with jurisdiction for this Section 4(f) resource. Please review this document and, providing you agree with the findings contained herein, sign and date the signature line at the end of this letter. Should you have any questions or need additional information, please feel free to contact me at 801-910-2035 or lizrobinson@utah.gov.

Sincerely,



Liz Robinson
Cultural Resources Program Manager
UDOT Central Environmental
Enclosures

Regarding Kelvin Grove Park, located in Springville City, I concur with the Section 4(f) evaluation described above.

Troy Fitzgerald
City Administrator, Springville City

Date

Upper Left: 111°38'21"W 40°8'50"N

Upper Middle: 111°38'17"W 40°8'50"N

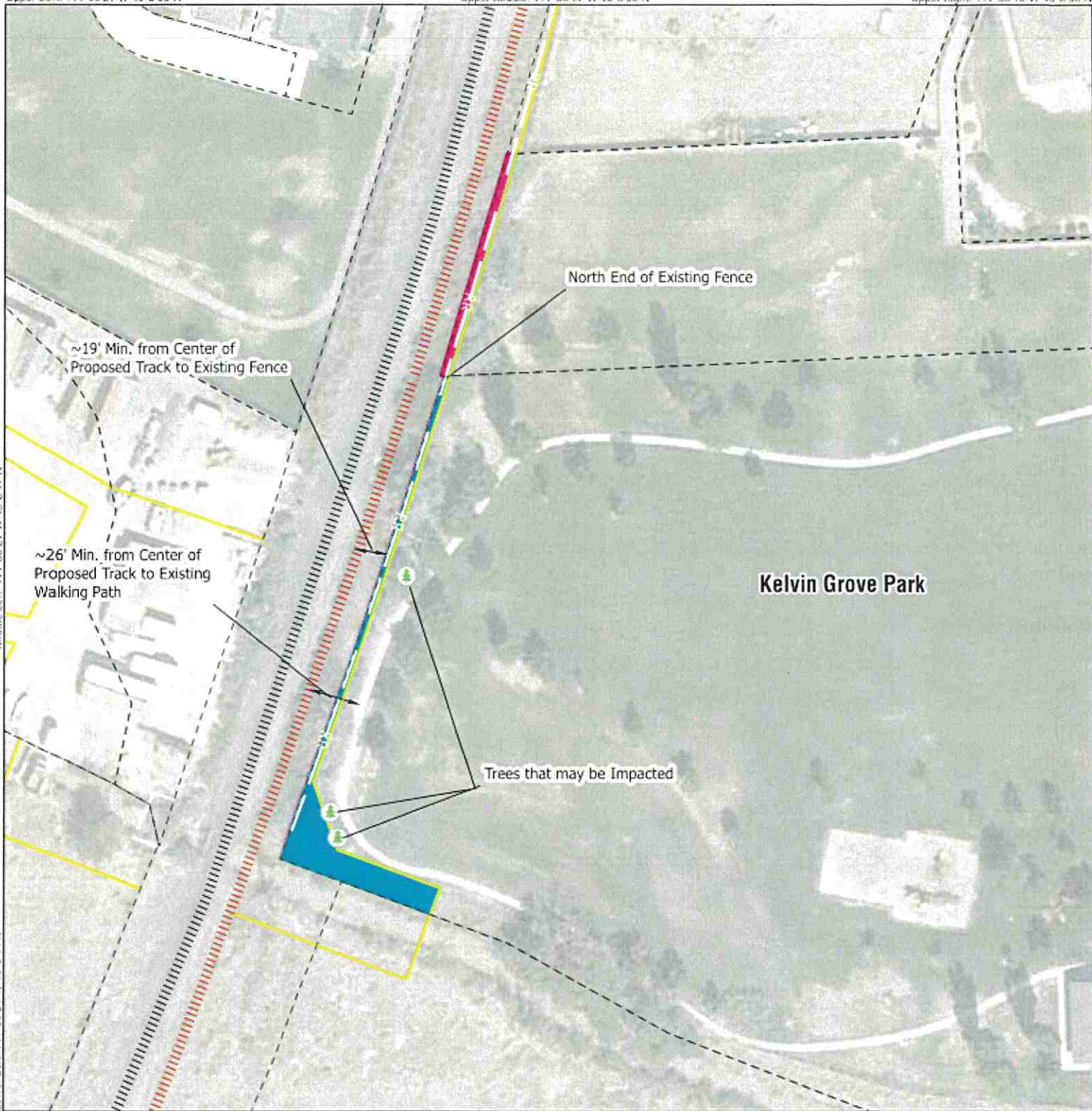
Upper Right: 111°38'13"W 40°8'50"N

Middle Left: 111°38'21"W 40°8'47"N

Middle Right: 111°38'13"W 40°8'47"N

Lower Left: 111°38'21"W 40°8'44"N

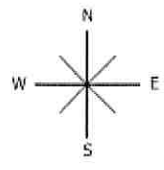
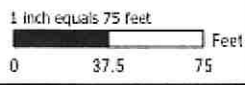
Lower Right: 111°38'13"W 40°8'44"N



**Springville Sharp/Tintic RR Connection
(PIN 14988)**

**Section 4(f) Property
Impacts to Kelvin Grove Park**

Spatial Reference
Name: UT TR 3444 21
PCS: UT TR 3444 21
GCS: GCS North American 1983
Datum: North American 1983
Projection: Lambert Conformal Conic
Central Meridian: -111.5000



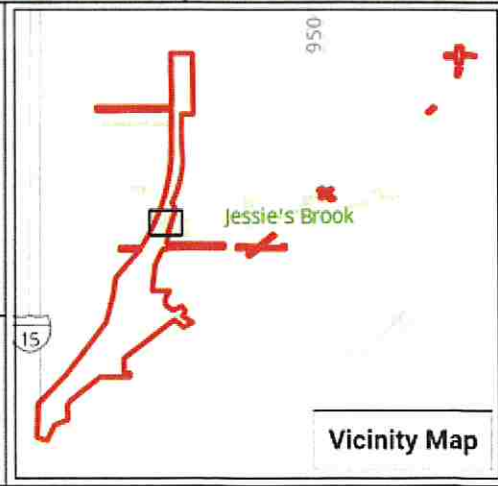
Legend

- Proposed Railroad Corridor
- Existing Railroad Corridor
- Parcels
- ROW: Temporary Easement Lines
- ROW: ROW Lines

Section 4(f)

- Potential Permanent Property Acquisition: Up to 0.02-acres
- Temporary Easement Area: 0.07-acres

Date Drawn:
3/26/2025





Section 4(f) Tutorial

HOME

SECTION 4(f) OVERVIEW

HISTORY

SECTION 4(f) PROPERTIES

- Parks, Recreation Areas & Refuges
- Historic Sites
- Other Considerations

USE

- Types of Use
- [de minimis Impact](#)
- Other Considerations

AVOIDANCE & MINIMIZATION

- Avoidance
- Minimization

EVALUATIONS

- Programmatic Evaluations
- Individual Evaluations
 - Draft Evaluations
 - Final Evaluations

LEGAL OVERVIEW

- Overton Park

PROJECT EXAMPLES

- de minimis Finding
- Least Overall Harm
- Creative Mitigation for Section 4(f)
- Net Benefit

RELATED STATUTES

KEY TERMS

Use

DE MINIMIS IMPACT

A *de minimis* impact involves the use of Section 4(f) property that is generally minor in nature. A *de minimis* impact is one that, after taking into account avoidance, minimization, mitigation and enhancement measures, results in no adverse effect to the activities, features, or attributes qualifying a park, recreation area, or refuge for protection under Section 4(f). For historic properties, a *de minimis* impact is one that results in a Section 106 determination of "no adverse effect" or "no historic properties affected." A *de minimis* impact determination requires agency coordination with the officials having jurisdiction over the Section 4(f) property and opportunities for public involvement. A *de minimis* impact determination may not be made when there is a [constructive use](#).

DE MINIMIS IMPACT AND HISTORIC SITES


A determination of *de minimis* impact on a historic site may be made when all three of the following criteria are satisfied:

1. The process required by Section 106 of the National Historic Preservation Act (NHPA) results in the determination of "no adverse effect" or "no historic properties affected" with the concurrence of the State Historic Preservation Officer (SHPO) and/or Tribal Historic Preservation Officer (THPO), and Advisory Council on Historic Preservation (ACHP), if the ACHP is participating in the Section 106 consultation;
2. The SHPO and/or THPO, and ACHP, if the ACHP is participating in the Section 106 consultation, is informed of U.S. DOT's intent to make a *de minimis* impact determination based on their written concurrence in the Section 106 determination; and
3. U.S. DOT has considered the views of any consulting parties participating in the Section 106 consultation.

DE MINIMIS IMPACT AND PARKS, RECREATION AREAS, AND REFUGES

A determination of *de minimis* impact on parks, recreation areas, and wildlife and waterfowl refuges, may be made when all three of the following criteria are satisfied:

1. The transportation use of the Section 4(f) resource, together with any impact avoidance, minimization, and mitigation or enhancement measures incorporated into the project, does not adversely affect the activities, features, and attributes that qualify the resource for protection under Section 4(f);
2. The public has been afforded an opportunity to review and comment on the effects of the project on the protected activities, features, and attributes of the Section 4(f) resource; and
3. The official(s) with jurisdiction over the property are informed of U.S. DOT's intent to make the *de minimis* impact determination based on their written concurrence that the project will not adversely affect the activities, features, and attributes that qualify the property for protection under Section 4(f).

[Click here for a summary of the *de minimis* impact](#) 

PREVIOUS

NEXT



STAFF REPORT

DATE: April 9, 2025

TO: Honorable Mayor and City Council

FROM: Chief Lance Haight, Public Safety Director

SUBJECT: UPDATE TO INTERLOCAL COOPERATIVE AGREEMENTS WITH NEBO SCHOOL DISTRICT REGARDING FUNDING AND PROVIDING SCHOOL RESOURCE OFFICERS SERVICES FOR SPRINGVILLE HIGH SCHOOL, SPRINGVILLE JUNIOR HIGH SCHOOL, AND SPRING CANYON MIDDLE SCHOOL.

MOTION

Recommendation that the Springville City Council approve the Interlocal Cooperative Agreements between Nebo School District and Springville City regarding funding and providing school resource officer services for Springville High School, Springville Junior High School, and Spring Canyon Middle School.

GOALS, OBJECTIVES AND STRATEGIES AT ISSUE

Goals: To enhance safety and to prevent criminal activity in schools.

Objective: Staff Springville High School, Springville Junior High School, and Spring Canyon Middle School with school resource officers (one officer at the high school, and one officer to cover both the junior high and middle school).

Strategies: To provide school resource officer services to Springville High School, Springville Junior High School, and Spring Canyon Middle School. Nebo School District will fund 50% of officer wages and benefits.

BACKGROUND

Springville City and the Nebo School District have entered into previous interlocal cooperative agreements wherein Springville City's Police Department has provided school resources officers to Springville High School, Springville Junior High School, and the Spring Canyon Middle School. Utah State law has recently changed to include



additional requirements for school districts and school resource officers to implement for school safety, including the school district Guardian Program.

The Interlocal Agreements outline and stipulate roles, responsibilities, and conditions for our school resource officers while working in the schools.

SUMMARY

The Interlocal Agreements have been updated regarding roles, responsibility and funding for school resource officers.

ALTERNATIVES

If City Council does not approve the amended interlocal agreements, we would not assign school resource officers to Springville High School, Springville Junior High School, and the Spring Canyon Middle School. We would not receive funding for the positions, and so we would likely lose one officer position in the police department.

FISCAL IMPACT

The school district reimburses 50% of wages and benefits for two officers.

ATTACHMENTS

- Interlocal Agreements
- Resolution to adopt the Interlocal Agreements

A handwritten signature in blue ink, appearing to read "Lance Haight", is written over a horizontal line.

Lance Haight
Director of Public Safety

RESOLUTION #2025-_____

A RESOLUTION APPROVING INTERLOCAL COOPERATIVE AGREEMENTS WITH NEBO SCHOOL DISTRICT REGARDING FUNDING AND PROVIDING SCHOOL RESOURCE OFFICERS SERVICES FOR SPRINGVILLE HIGH SCHOOL, SPRINGVILLE JUNIOR HIGH SCHOOL, AND SPRING CANYON MIDDLE SCHOOL.

WHEREAS, Springville City and the Nebo School District have entered into previous interlocal cooperative agreements wherein Springville City's Police Department has provided school resource officers to Springville High School, Springville Junior High School, and the Spring Canyon Middle School (the "Schools"); and

WHEREAS, Utah State law has recently changed to include additional requirements for school districts and school resource officers to implement for school safety; and

WHEREAS, the attached Interlocal Cooperative Agreements (the "Agreements") between the Nebo School District and Springville City will establish conditions for School Resource Officer funding and services in the Schools, including new State law requirements; and

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 and school districts of the State of Utah as defined therein, are authorized to enter into mutually advantageous agreements for joint or cooperative action; and

WHEREAS, Utah Code Ann., §53G-8-704, et seq., provides that the School District may contract with a law enforcement agency to provide School Resource Officer services at its schools after Board of Education review and approval of the Agreements;

WHEREAS, the School District and City, 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 these Agreements to provide for joint and cooperative action in regards to having a School Resource Officer to maintain safe schools, improve school climate, and support educational opportunities for students while serving at Springville High School, Springville Junior High School, and Spring Canyon Middle School, in Springville, Utah;

WHEREAS, the governing bodies of the School District and Springville City shall by resolution agree to adopt these Agreements to provide for the joint and cooperative action contained in the Agreements; and

WHEREAS, the Agreements shall replace and supersede any previously approved and executed Interlocal Cooperation Agreements by the School District and the City that concern the placement of a School Resource Officer at Springville High School, Springville Junior High School, and Spring Canyon Middle School.

NOW, THEREFORE, BE IT RESOLVED BY THE SPRINGVILLE CITY COUNCIL:

SECTION 1. Agreement Approve. The City Council approves and adopts the attached

Interlocal Cooperative Agreements and authorizes the mayor to execute the agreements.

SECTION 1. Effective Date. This resolution shall become effective immediately upon passage and when executed by Nebo School District.

PASSED AND APPROVED this ___ day of _____, 2025.

Matt Packard, Mayor

Attest:

Kim Crane, City Recorder

**SPRINGVILLE HIGH SCHOOL RESOURCE OFFICER
INTERLOCAL COOPERATION AGREEMENT**

THIS SPRINGVILLE HIGH SCHOOL RESOURCE OFFICER INTERLOCAL COOPERATION AGREEMENT ("Agreement"), is made and entered into by and between the BOARD OF EDUCATION OF NEBO SCHOOL DISTRICT (the "School District"), a political subdivision of the State of Utah, 350 South Main, Spanish Fork, Utah, 84660, and SPRINGVILLE CITY (the "City"), a political subdivision of the State of Utah, 110 South Main, Springville, Utah, 84663. The School District and the City are sometimes referred to in this Agreement collectively as the "parties," or individually as a "party."

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, UTAH CODE ANN., §53G-8-704, et seq., provides that the School District may contract with a law enforcement agency to provide School Resource Officer services at its schools after Board of Education review and approval of the Agreement;

WHEREAS, the School District and City, 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 to maintain safe schools, improve school climate, and support educational opportunities for students while serving at Springville High School in Springville, Utah;

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

WHEREAS, this Agreement shall replace and supersede any previously approved and executed Interlocal Cooperation Agreements by the School District and the City that concern the placement of a School Resource Officer at Springville High School.

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 Interlocal Cooperation Agreement shall be effective as of _____, 2025, and shall continue for a period of up to ten (10) years, unless sooner terminated as provided in this Agreement.

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 a School Resource Officer ("SRO") to serve at Springville High School in Springville, Utah.

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 School District agrees to reimburse the City for one-half (1/2) of the SRO salary and benefit costs for each school year (defined as July 1st to June 30th). Overtime pay that is specifically related to School District assignments (e.g., after-school activities and events, such as dances and sporting events) shall be included in the salary and benefit reimbursement calculation. All other overtime pay related to City assignments shall be the responsibility and expense of the City and excluded from the salary and benefits reimbursement calculation. The City will be responsible for all other costs and matters associated with employing and maintaining the SRO (e.g., accounting, automobile, training, uniforms, equipment, etc.).

For planning and budgeting purposes, the City shall provide to the School District's Business Administrator by May 1st of each year the estimated cost of the SRO for the upcoming school year. The City may send an invoice to the School District's Business Administrator quarterly for twenty-five percent (25%) of the School District's estimated school year obligation in each of the months of October, January, and April, along with a final invoice representing the total actual costs of the SRO for the school year, less the quarterly amounts paid. This final invoice shall include an accounting of the actual costs of the SRO and shall be sent to the School District's Business Administrator following completion of the school year, but no later than July 31st of each year. Alternatively, the City may send an invoice and accounting of the actual costs of the SRO to the School District's Business Administrator on an annual basis following the completion of the school year no later than July 31st of each year. The invoice shall be paid within thirty (30) days of receipt by the School District.

If this Agreement is terminated during the school year, the City and the School District agree to divide the costs associated with the payment of the SRO for salary and benefits as of the time of termination.

SECTION FIVE
JOINT ADMINISTRATORS

Pursuant to UTAH CODE ANN., §11-13-101, et seq., the parties agree that Springville City and Nebo School District shall act as the joint administrators responsible for this Agreement. Each party shall have the powers necessary to administer and fulfill their respective obligations under this Agreement without need to confer with the other (e.g., budgeting, training, adopting policies,

etc.) and shall each maintain their own records and books. Any power or responsibility described herein that expressly requires both parties' participation shall be exercised by mutual consent. This Agreement does not anticipate nor provide for any organizational changes in the City or the School District. However, the parties agree to establish a six (6) member SRO Oversight Committee comprised of the following individuals:

- (a) the School District's School Safety and Security Specialist, or his/her designee;
- (b) the principal of Springville High School, or his/her designee;
- (c) the School District's Legal Counsel, or his/her designee;
- (d) the City's Chief of Police, or his/her designee;
- (e) the City's Police Sergeant who is assigned as the direct supervisor over SRO's , or his/her designee; and
- (f) the City's Attorney, or his/her designee.

The School District's School Safety and Security Specialist, or his/her designee, and the City's Chief of Police, or his/her designee, shall be the co-chairs of the Committee. This Committee shall meet as necessary to address respective duties, responsibilities, and any other concerns related to this Agreement.

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**

A. Employment of the School Resource Officer

1. The City agrees to employ and provide one full-time police officer at Springville High School during the school year (referred to herein as the "School Resource Officer" or "SRO"). It is clearly understood, acknowledged, and agreed to by the parties that the SRO is an employee of the City, subject to the administration, supervision, and control of the City, and that the SRO is not an employee of the School District
2. The SRO is to be present and available during regular school hours throughout the academic calendar year at Springville High School. Adjustments outside these regular school hours shall be by mutual agreement in writing between the City and School District. The SRO's point of contact at Springville High School shall be the principal and assistant principals.
3. The City will furnish training, uniforms, equipment, and schedule of deployment required under Utah law or that is needed for the operation of this Agreement. The School District shall coordinate with the City to also provide the SRO with applicable training, supplies, and equipment needed for the operation of this Agreement.

4. The SRO shall be subject to all personnel policies and practices of the City and the City's Police Department, as such may be adopted and amended from time to time, except as such policies or practices may be modified by the terms and conditions of this Agreement.
5. The City and the School District agree to jointly discuss SRO applicants in accordance with UTAH CODE ANN., §53G-8-703(2)(g), however, the City shall have the power and authority to hire, replace and rotate, discharge, and discipline the SRO.
6. As an employee of the City, the SRO will be subject to the chain of command of the City's Police Department.
7. The City will, at least annually, seek out and accept feedback from the School District about the SRO's performance in accordance with UTAH CODE ANN., §53G-8-703(2)(h).
8. If the principal of Springville High School is dissatisfied, with justifiable reason, with the SRO who has been assigned to the school, then the principal may request that the City's Chief of Police assign a different police officer as the SRO for the school. Unless the nature of the concern warrants immediate replacement, such a request should normally occur after the principal has previously met with the City's Chief of Police to discuss concerns and allow a reasonable amount of time for the City to remediate the issues. If mutually agreed by the City and School District, the City's Chief of Police shall assign a new SRO to the school. The City reserves the right to remove/re-assign any SRO along with notification given to the principal of Springville High School and to the School District.

B. Duties of the School Resource Officer

1. The purpose of the SRO is to help provide for and maintain a safe, healthy, and productive learning environment, emphasizing the use of restorative approaches to address negative behavior, while acting as a positive role model for students by working in a cooperative, proactive, problem-solving manner between the City and the School District.
2. The SRO is to build relationships, enhance community-policing activities, help identify safety concerns within the schools, develop problem solving strategies with school administrators and staff, and collaboratively develop a comprehensive school safety plan with school administrators and staff.
3. The SRO shall: (a) walk the halls and campus during passing time and encourage students to attend class; (b) positively interact with students during lunch; (c) walk the school campus perimeter regularly to encourage students to attend class and to respond to trespassers; (d) walk the school campus periodically during the school day to conduct a perimeter safety check; (e) when time permits, stand near the main entrances and greet students as they come into the building in the morning or as they leave at the end of the day; and (f) be available to school administrators for advice, assistance, and consultation.

4. Identify students in need of positive non-law enforcement-related resources or supports for: (a) improving problem-solving skills; (b) controlling violent behaviors; (c) improving social skills; (d) addressing substance use or abuse; and (e) addressing other areas of concern.
5. The SRO shall be expected to attend and participate in applicable school meetings and trainings, teach vocational law enforcement classes at the school, and to communicate and coordinate with the school principal and other appropriate school administrators concerning the needs of the school and its students.
6. In coordination with school administrators, the SRO may provide presentations to the school in safety, crime prevention, bullying, etc., and may also provide additional services to the school if available.
7. The City and the SRO will work closely with School District officials 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 may include substance abuse, violence reduction, social skills, problem-solving skills, and other areas of School District and community concern.
8. The City and School District understand that the SRO may use measures to secure school property as followed through established protocols of the City's Police Department and the School District in the event of an emergency situation that requires the activation of emergency response procedures (i.e., critical incident protocols such as "lock down" and "secure").
9. The SRO will be a visible, active law enforcement figure dealing with the school's law enforcement matters at school and at school activities and events. Given the numerous activities and events, the SRO shall not be required to attend all school activities and events.
10. The SRO and school administrators will coordinate to differentiate between school disciplinary issues (school administrator responsibility) and criminal issues (SRO responsibility) and respond appropriately, de-escalating school-based incidents whenever possible.

Examples of student offenses best handled by the SRO, include, but are not limited to: gang related activity; possession of a weapon; possession, use, or distribution of illegal drugs; possession, use, or distribution of pornography; criminal activity such as theft, graffiti, etc.; sexual assault; hazing; behavior that is an immediate threat to others; terroristic threats; and other criminal law violations that may constitute a class B misdemeanor, a class A misdemeanor, or a felony. Criminal law violations by minor students may be referred to juvenile court.

Examples of student offenses best handled by school administrators, include, but are not limited to: dress code violations; disruptive behavior that is not a threat to others or to the public safety, such as defiance of authority; profanity; possession of inappropriate items; inciting, but not actively participating in inappropriate behavior; truancy or attendance violations; and other minor violations of School District policies.

Offenses committed by a minor student on school property which are defined under UTAH CODE ANN., §53G-8-211 as a class C misdemeanor, an infraction, or a status offense (i.e., a violation of the law that would not be a violation but for the age of the offender, such as certain alcohol and tobacco offenses) under criminal law may be referred to:

(a) an evidence-based alternative intervention, including:

- (i) a mobile crisis outreach team;
- (ii) a youth services center, as defined in UTAH CODE ANN., §80-5-102;
- (iii) a youth court or comparable restorative justice program;
- (iv) an evidence-based alternative intervention that is created and developed by the School District;
- (v) an evidence-based alternative intervention that is jointly created and developed by the School District, the Utah State Board of Education, the Juvenile Court, local counties and municipalities, the Department of Health and Human Services; or
- (vi) a tobacco cessation or education program if the offense is a violation of UTAH CODE ANN., §76-10-105;

-OR-

(b) for prevention and early intervention youth services, as described in UTAH CODE ANN., §80-5-201, by the Division of Juvenile Justice and Youth Services if the minor student refuses to participate in an evidence-based alternative intervention described in subsection (a) above.

Offenses committed by a minor student on school property which are defined under UTAH CODE ANN., §53G-8-211 as a class C misdemeanor, an infraction, or a status offense (i.e., a violation of the law that would not be a violation but for the age of the offender, such as certain alcohol and tobacco offenses) under criminal law may be referred to law enforcement or juvenile court only if:

(a) the minor student allegedly committed the same offense on school property on two previous occasions; and

(b) the minor was referred to an evidence-based alternative intervention, or to prevention or early intervention youth services, as described in the above paragraph, for both of the two previous offenses.

If a minor student is alleged to have committed a traffic offense that is an infraction, the minor student may be referred to law enforcement, a prosecuting attorney, or a court for the traffic offense.

Student suicide threats wherein the student and possibly others may be placed at risk should be handled expeditiously and coordinated between the SRO and school administrators to determine the best course of action in which to address the situation.

11. The SRO will be involved in school discipline when it pertains to certain criminal matters and preventing a disruption that would, if ignored, place students, school personnel, and others at risk of harm, so the SRO will resolve the problem to preserve the safe school climate. In all other cases, disciplining students for policy violations is a school responsibility. In those situations, the SRO may, if appropriate under the circumstances, take students who violate School District conduct policies to the administration offices for discipline to be taken by school administrators.
12. The SRO shall confer with school administrators for student offenses that constitute a minor violation of the law. After consultation, a determination will be made as to whether such matters will be best handled by school administration or the SRO.
13. The SRO shall confer with school administrators on issues that do not involve a real and immediate threat to persons or to the public safety, such as public order offenses, including disorderly conduct, disturbance/disruption of schools or public assembly, trespass, loitering, and fighting that does not involve physical injury or a weapon. After consultation, a determination will be made as to whether such matters will be best handled by school administration or the SRO.
14. The SRO will use reasonable efforts to initiate positive interaction with students in the classroom and general areas of the school campus to promote the profession of police officers and be a positive role model, while increasing the visibility and accessibility of police to the school community.
15. The SRO will share information with the school's administrators about persons and conditions pertaining to school campus safety concerns to the extent allowed by law and the City's Police Department policies.
16. The SRO may assist with resolving law enforcement issues that affect the students, the school, the School District, or the broader community. However, matters that are not of a significant or urgent nature or do not directly relate to the students, the school, the School District, or to issues concerning child abuse or neglect, but only concern the broader community, should first be coordinated between school administration and law enforcement before being conducted at the school in order to minimize the effect on student education and the school environment. Outside law enforcement agencies shall first coordinate with school administration.
17. The SRO may transport a minor student from school to another location if the location is permitted by law.
18. The SRO may take temporary custody of a minor student in accordance with UTAH CODE ANN., §80-6-201.
19. The SRO shall notify school administration upon removing a student from the school campus.
20. The SRO shall notify a parent as soon as possible when minor students are issued a criminal citation or arrested.

21. If a student arrest is warranted, the SRO shall use the least disruptive and the least obtrusive manner reasonably available to conduct the arrest of the student. The SRO should be accompanied by a school principal or assistant principal, if available, when arresting a student unless exigent circumstances require otherwise for the safety of the student, the SRO, and/or others.
22. To protect the safety of students, employees, and the school community, the SRO may use reasonable and necessary physical force when appropriate based upon the totality of the circumstances. The SRO shall not use physical force or restraints on a student, including handcuffs, Tasers, mace, or other physical or chemical restraints unless a student's actions pose a threat or they are subject to arrest and such action is warranted under the City Police Department's policies and practices.
23. The SRO shall question students in a manner and a time when it has the least impact on the student's education so long as the delay in questioning does not interfere with the effectiveness of an investigation, the disappearance or unavailability of a criminal suspect or evidence, or risk public safety or significant damage to property.
24. The SRO shall become familiar with School District's student conduct and discipline policies.
25. The SRO, the principal of Springville High School, or his/her designee, and other applicable school personnel, will jointly complete the school resource officer training program described in UTAH CODE ANN., §53G-8-702. The training program curriculum and materials are to be developed by the Utah State Board of Education and will include training on the following topics:
 - (a) childhood and adolescent development;
 - (b) responding age-appropriately to students;
 - (c) working with disabled students;
 - (d) techniques to de-escalate and resolve conflict;
 - (e) cultural awareness;
 - (f) restorative justice practices;
 - (g) identifying a student exposed to violence or trauma and referring the student to appropriate resources;
 - (h) student privacy rights;
 - (i) negative consequences associated with youth involvement in the juvenile and criminal justice systems;
 - (j) strategies to reduce juvenile justice involvement;
 - (k) roles of and distinctions between a school resource officer and other school staff who help keep a school secure;
 - (l) the standard response protocol and drills described in UTAH CODE ANN., §53G-8-803;
 - (m) an overview of this statement
 - (n) developing and supporting successful relationships with students; and
 - (o) legal parameters of searching and questioning students on school property.

If training is required during the school day, the School District and the City's Police Department will coordinate together to provide coverage for the SRO's classes and responsibilities at the school.

26. The City and School District may coordinate and jointly fund other beneficial training opportunities for the SRO and school administrators.
27. The purposes and duties of the SRO set forth above are for the benefit of the students, faculty, staff, and administrators of the schools and the School District as a whole. This Agreement and the SRO's presence at the schools shall not be interpreted as creating a special relationship or heightened duty of care between the SRO, the City, the City's Police Department, or the School District and any particular person.

C. Duties of School Administrators

1. School administrators shall provide the City's Police Department with appropriate school administrator names and contact information to facilitate communication.
2. School administrators shall provide an office/storage or workspace for the SRO's materials and personal effects.
3. School administrators shall provide students, classroom, equipment, and supplies for classes taught by the SRO.
4. School administrators will arrange meetings with the SRO as needed by the school administration.
5. School Administrators and the SRO will coordinate to differentiate between school disciplinary issues (school administrator responsibility) and criminal issues (SRO responsibility) and respond appropriately, de-escalating school-based incidents whenever possible.

Examples of student offenses best handled by the SRO, include, but are not limited to: gang related activity; possession of a weapon; possession, use, or distribution of illegal drugs; possession, use, or distribution of pornography; criminal activity such as theft, graffiti, etc.; sexual assault; hazing; behavior that is an immediate threat to others; terroristic threats; and other criminal law violations that may constitute a class B misdemeanor, a class A misdemeanor, or a felony. Criminal law violations by minor students may be referred to juvenile court.

Examples of student offenses best handled by school administrators, include, but are not limited to: dress code violations; disruptive behavior that is not a threat to others or to the public safety, such as defiance of authority; profanity; possession of inappropriate items; inciting, but not actively participating in inappropriate behavior; truancy or attendance violations; and other minor violations of School District policies.

Offenses committed by a minor student on school property which are defined under UTAH CODE ANN., §53G-8-211 as a class C misdemeanor, an infraction, or a status offense (i.e., a violation of the law that would not be a violation but for the

age of the offender, such as certain alcohol and tobacco offenses) under criminal law may be referred to:

(a) an evidence-based alternative intervention, including:

- (i) a mobile crisis outreach team;
- (ii) a youth services center, as defined in UTAH CODE ANN., §80-5-102;
- (iii) a youth court or comparable restorative justice program;
- (iv) an evidence-based alternative intervention that is created and developed by the School District;
- (v) an evidence-based alternative intervention that is jointly created and developed by the School District, the Utah State Board of Education, the Juvenile Court, local counties and municipalities, the Department of Health and Human Services; or
- (vi) a tobacco cessation or education program if the offense is a violation of UTAH CODE ANN., §76-10-105;

-OR-

(b) for prevention and early intervention youth services, as described in UTAH CODE ANN., §80-5-201, by the Division of Juvenile Justice and Youth Services if the minor student refuses to participate in an evidence-based alternative intervention described in subsection (a) above.

Offenses committed by a minor student on school property which are defined under UTAH CODE ANN., §53G-8-211 as a class C misdemeanor, an infraction, or a status offense (i.e., a violation of the law that would not be a violation but for the age of the offender, such as certain alcohol and tobacco offenses) under criminal law may be referred to law enforcement or juvenile court only if:

(a) the minor student allegedly committed the same offense on school property on two previous occasions; and

(b) the minor was referred to an evidence-based alternative intervention, or to prevention or early intervention youth services, as described in the above paragraph, for both of the two previous offenses.

If a minor student is alleged to have committed a traffic offense that is an infraction, the minor student may be referred to law enforcement, a prosecuting attorney, or a court for the traffic offense.

Student suicide threats wherein the student and possibly others may be placed at risk should be handled expeditiously and coordinated between the SRO and school administrators to determine the best course of action in which to address the situation.

6. School administrators shall confer with the SRO for student offenses that constitute a minor violation of the law. After consultation, a determination will be made as to whether such matters will be best handled by school administration or the SRO.

7. School administrators shall confer with the SRO on issues that do not involve a real and immediate threat to persons or to the public safety, such as public order offenses, including disorderly conduct, disturbance/disruption of schools or public assembly, trespass, loitering, and fighting that does not involve physical injury or a weapon. After consultation, a determination will be made as to whether such matters will be best handled by school administration or the SRO.
8. School administrators will make an effort to de-escalate school-based incidents and handle routine student conduct and disciplinary matters without involving the SRO in a law enforcement capacity, unless it is absolutely necessary or required by law.
9. School administrators will facilitate SRO-initiated investigations and actions.
10. School administrators will provide ongoing feedback to the City's Police Department for SRO evaluation purposes.
11. In situations when the SRO is responding to a school-based infraction involving a student with a disability, and a school administrator is aware that the student will require special treatment or accommodations, the school administrator will provide the SRO with applicable information from an accompanying Individualized Education Program ("IEP"), Section 504 Plan, or Health Care Plan.
12. The School District acknowledges that the SRO is required by City policies and procedures to attend mandatory trainings and/or meetings.
13. If applicable and deemed necessary, school administrators will provide opportunities for the SRO and school administration to meet with parents and community members during the school year.
14. The SRO, the principal of Springville High School, or his/her designee, and other applicable school personnel, will jointly complete the school resource officer training program described in UTAH CODE ANN., §53G-8-702. The training program curriculum and materials are to be developed by the Utah State Board of Education and will include training on the following topics:
 - (a) childhood and adolescent development;
 - (b) responding age-appropriately to students;
 - (c) working with disabled students;
 - (d) techniques to de-escalate and resolve conflict;
 - (e) cultural awareness;
 - (f) restorative justice practices;
 - (g) identifying a student exposed to violence or trauma and referring the student to appropriate resources;
 - (h) student privacy rights;
 - (i) negative consequences associated with youth involvement in the juvenile and criminal justice systems;
 - (j) strategies to reduce juvenile justice involvement;
 - (k) roles of and distinctions between a school resource officer and other school staff who help keep a school secure;

- (l) the standard response protocol and drills described in UTAH CODE ANN., §53G-8-803;
- (m) an overview of this Agreement;
- (n) developing and supporting successful relationships with students; and
- (o) legal parameters of searching and questioning students on school property.

If training is required during the school day, the School District and the City's Police Department will coordinate together to provide coverage for the SRO's classes and responsibilities at the school.

- 15. The City and School District may coordinate and jointly fund and provide other beneficial training opportunities for the SRO and school administrators.
- 16. School administrators shall comply with the provisions of student conduct and discipline policies, including Nebo School District Policies JD, JDA, JDB, JDC, JDCB, JDD, JDE, JDF, JDG, JDH, JDJ, DK, and other student conduct and discipline related policies, procedures, and handbooks. School administrators shall address student conduct via Nebo School District policies regardless of whether the student's conduct has been referred to the SRO, a law enforcement agency, the juvenile court, or an alternative intervention program.

D. Student Rights

SRO Search and Seizure

- 1. The SRO may conduct or participate in a search of a student's person, school locker, personal belongings, electronic devices, or vehicle only 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.
- 2. It is recommended that in addition to having probable cause, the SRO should follow state and federal law and the City's Police Department policies and procedures when conducting searches of persons and property which may require a search warrant.
- 3. Except in the event of exigent circumstances, the SRO shall inform school administrators prior to conducting a "probable cause" search where practicable.
- 4. The SRO shall not ask school administrators to search a student's person, school locker, personal belongings, electronic devices, or vehicle in an effort to circumvent the student's legal rights and protections.

School Administrators Search and Seizure

- 1. A school administrator may conduct a search of a student's person, school locker, personal belongings, electronic devices, or vehicle in accordance with the "reasonable suspicion" legal standards and procedures set forth in Section 7 of Nebo School District Policy JD, Student Conduct and Discipline.

2. Absent a real and immediate threat to any person or to the public safety, a school administrator shall not ask the SRO to be present or participate in a search when no probable cause has been established.
3. Strip searches of students by school administrators are prohibited.

Student Questioning

1. SRO - Student as Alleged Perpetrator. The SRO may question a student about conduct that could expose the student to arrest or criminal charges according to the following guidelines:
 - a. Student in Custody (Under the Age of Eighteen (18) Years). If a minor student is in custody and subject to interrogation for an offense, the SRO shall comply with the requirements set forth in UTAH CODE ANN. §80-6-206.

Student Not in Custody (Fourteen (14) Years of Age or Older. Before interviewing a student who is not in custody and is the age of fourteen (14) years or older and who is a suspected perpetrator of a criminal matter, the SRO may make an effort to first contact the student's parent / legal guardian if deemed appropriate under the circumstances. Nevertheless, the SRO may interview a student who is fourteen (14) years of age or older so long as applicable legal criteria have been satisfied. The parent / legal guardian of a student who is interviewed by the SRO should be informed as soon as reasonably practicable that an interview has taken place.
 - b. Student Not in Custody (Under the Age of Fourteen (14) Years. Before interviewing a student who is not in custody and is under the age of fourteen (14) years and who is a suspected perpetrator of a criminal matter, the SRO must first contact the student's parent / legal guardian to either obtain their physical presence or obtain a waiver of physical presence prior to conducting the interview. The SRO may interview the student who is under the age of fourteen (14) years so long as applicable legal criteria have been satisfied.
 - c. The SRO shall inform school administrators prior to questioning the student where practicable.
 - d. The SRO shall not ask a school administrator to question a student in an effort to circumvent the student's rights and protections.
2. SRO - Student as Alleged Victim or Witness. The SRO may question a student who is the alleged victim or witness to a possible criminal matter according to the following guidelines:
 - a. Student is Fourteen (14) Years of Age or Older. Generally, the SRO may question a student who is of the age of fourteen (14) years or older if the student is an alleged victim or witness to a criminal matter. School administrators and the SRO should use their best judgment in determining whether specific circumstances would warrant contacting the student's parent / legal guardian prior to the interview.

“directory information” maintained by the school, to the extent allowed by state and federal law and Nebo School District Policy JO, *Student Records and Data Protection*. Directory information includes the following:

- a. Student’s name, address, and telephone listing;
- b. Electronic mail address;
- c. Major field of study;
- d. Participation in officially recognized activities and sports;
- e. Weights and heights of members of athletic teams;
- f. Dates of attendance;
- g. Degrees, honors, and awards received;
- h. The most recent educational agency/institution attended by the student;
- i. Current grade level and teacher’s name(s); and
- j. Photographs, videotapes, and other likenesses of a student.

2. If some information in a student’s educational record is needed in an emergency to protect the health or safety of the student or others, school administrators shall disclose to the SRO the information that is needed to respond to the emergency situation based on: (i) the seriousness of the threat to the health or safety of an individual; (ii) the need of the information to meet the emergency situation; and (iii) the extent to which time is of the essence.
3. If the SRO needs confidential student educational record information, but no emergency situation exists, the information may be disclosed only as allowed by applicable state and federal law and Nebo School District Policy JO, *Student Records and Data Protection*. Under the *Family Educational Rights and Privacy Act*, 20 USC 1232g, 34 CFR 99 (FERPA) and Utah’s *Student Privacy and Data Protection* laws, UTAH CODE ANN., §53E-9-101, et seq. (Utah’s SPDP laws), the SRO is designated as a “school official” and may be granted access to student records as necessary to fulfill any duties outlined in this Agreement. The following provisions apply anytime the SRO accesses student records:
 - a. The SRO may collect, use, store, and share student data only in accordance with Nebo School District Policy JO, *Student Records and Data Protection*.
 - b. Student data may be shared only with the SRO assigned to the particular school.
 - c. Data may not be shared with other City employees, including other police officers, except for the City’s Police Sergeant who is assigned as the direct supervisor over the SRO.
 - d. Data may be shared in case of emergency or through a lawfully issued subpoena.
 - e. The SRO shall delete or destroy any student data in its possession at the request of the School District.
 - f. The SRO may use student data only for the purpose of satisfying the requirements of this Agreement and for related purposes. Unrelated secondary use of student data is prohibited.
 - g. The SRO must permit the School District to audit any student data in the SRO’s possession upon request by the School District.
4. The School District is responsible for creating and maintaining student education records subject to FERPA and Utah’s SPDP laws. The SRO may create and maintain separate “law enforcement unit” records subject to City Police Department’s policies and practices.

E. Other Schools

The respective duties, responsibilities, and procedures set forth in this Section Seven for the SRO and school administrators at Springville High School shall also be applicable to other elementary and secondary schools in the Springville area.

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 a School Resource Officer to Springville High School. In the event the City breaches this Agreement and fails to make corrections as set forth in Section Eight above, the School District may terminate this Agreement and cease to make further payments as described in Section Four.

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 Utah County, State of Utah.

SECTION ELEVEN
COSTS OF ENFORCEMENT

In the event of any lawsuit or other proceeding or dispute concerning this Agreement, the prevailing party will be entitled to recover its costs from the non-prevailing party (including, but not limited to, court fees and expert witness costs, but not including attorneys' fees associated with the enforcement of this Agreement), whether such sums are expended with or without suit and regardless of the forum. For purposes of the foregoing sentence: (a) a "prevailing party" means (i) in the case of the party initiating the enforcement of rights or remedies, that it recovered substantially all of its claims, and (ii) in the case of the party defending against such enforcement, that it successfully defended substantially all of the claims made against it; and (b) if no party is a "prevailing party" within the meaning of the foregoing, then no party will be entitled to recover its costs and expenses from the other party.

SECTION TWELVE
NOTICE

Any written notice which must or may be given relating to this Agreement shall be sufficient if mailed postage prepaid, 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 Superintendent 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 ninety (90) days prior written notice of the same.

SECTION FOURTEEN
APPROPRIATION OF FUNDS

The parties' obligations under this Agreement are expressly subject to the appropriation of funds by the School District and the City. 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
LIABILITY AND INDEMNIFICATION

Both parties are governmental entities under the Governmental Immunity Act of Utah (the "Governmental Immunity Act"), UTAH CODE ANN., §63G-7-101, et seq., as amended. Consistent with the terms of the Governmental 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 employees, officers, agents, or volunteers. Neither party waives any defenses otherwise available under the Governmental Immunity Act, nor does any party waive any limits of liability now or hereafter provided by law. Subject to the foregoing, each party agrees to save, keep, hold harmless, and indemnify the other party, its employees, officers, agents, and volunteers from all damages, costs, or expenses in law or equity, including attorneys' fees, that may at any time arise or be set up because of damages to property and/or personal injury incurred by reason of or in the course of performing the services under this Agreement which may be occasioned by any willful, negligent, or wrongful acts or omissions of the party, its employees, officers, agents, or volunteers. The terms of this section shall survive the termination of this Agreement.

SECTION SIXTEEN
REAL AND PERSONAL PROPERTY

A. Real Property. The parties do not contemplate or intend to jointly acquire, hold, or dispose of any real property pursuant to this Agreement. At all times and upon termination of this Agreement, all real property shall remain the property of the party that acquired it.

B. Personal Property. The parties do not contemplate or intend to jointly acquire, hold, or dispose of any personal property pursuant to this Agreement. Any personal property

acquired, held, or disposed of in furtherance of this Agreement shall be acquired, held, or disposed of by each party separately, pursuant to each party's respective policies and procedures. At all times and upon termination of this Agreement, all personal property shall remain the property of the party that acquired it regardless of how such property may have been used.

SECTION SEVENTEEN **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 hereto.

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 hereto 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 hereto, nor any rights or benefits to third-parties.

- SIGNATURES ON FOLLOWING PAGE -

IN WITNESS WHEREOF, the parties have signed and executed this SPRINGVILLE HIGH SCHOOL RESOURCE OFFICER INTERLOCAL COOPERATION AGREEMENT, after resolutions duly and lawfully passed, on the dates listed below.

DATED this ____ day of _____, 2025.

SPRINGVILLE CITY

By: _____
MATT PACKARD, Mayor

ATTEST:

By: _____
KIM CRANE, City Recorder

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

JOHN A. PENROD,
Springville City Attorney

DATED this ____ day of _____, 2025.

**BOARD OF EDUCATION OF
NEBO SCHOOL DISTRICT**

By: _____
SHANNON ACOR, Board President

ATTEST:

By: _____
MICHAEL HARRISON, Business Administrator

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

REED B. PARK,
Nebo School District Legal Counsel

SPRINGVILLE JUNIOR HIGH SCHOOL & SPRING CANYON MIDDLE SCHOOL
SCHOOL RESOURCE OFFICER
INTERLOCAL COOPERATION AGREEMENT

THIS SPRINGVILLE JUNIOR HIGH SCHOOL & SPRING CANYON MIDDLE SCHOOL - SCHOOL RESOURCE OFFICER INTERLOCAL COOPERATION AGREEMENT ("Agreement"), is made and entered into by and between the BOARD OF EDUCATION OF NEBO SCHOOL DISTRICT (the "School District"), a political subdivision of the State of Utah, 350 South Main, Spanish Fork, Utah, 84660, and SPRINGVILLE CITY (the "City"), a political subdivision of the State of Utah, 110 South Main, Springville, Utah, 84663. The School District and the City are sometimes referred to in this Agreement collectively as the "parties," or individually as a "party."

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, UTAH CODE ANN., §53G-8-701, et seq., provides that the School District may contract with a law enforcement agency to provide School Resource Officer services at its schools after Board of Education review and approval of the Agreement;

WHEREAS, the School District and City, 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 regard to having a School Resource Officer to maintain safe schools, improve school climate, and support educational opportunities for students while serving at Springville Junior High School and Spring Canyon Middle School in Springville, Utah;

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

WHEREAS, this Agreement shall replace and supersede any previously approved and executed Interlocal Cooperation Agreements by the School District and the City that concern the placement of a School Resource Officer at Springville Junior High School and Spring Canyon Middle School.

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 Interlocal Cooperation Agreement shall be effective as of _____, 2025, and shall continue for a period of up to ten (10) years, unless sooner terminated as provided in this Agreement.

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 a School Resource Officer ("SRO") to serve at Springville Junior High School and Spring Canyon Middle School in Springville, Utah.

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 School District agrees to reimburse the City for one-half (1/2) of the SRO salary and benefit costs for each school year (defined as July 1st to June 30th). Overtime pay that is specifically related to School District assignments (e.g., after-school activities and events, such as dances and sporting events) shall be included in the salary and benefit reimbursement calculation. All other overtime pay related to City assignments shall be the responsibility and expense of the City and excluded from the salary and benefits reimbursement calculation. The City will be responsible for all other costs and matters associated with employing and maintaining the SRO (e.g., accounting, automobile, training, uniforms, equipment, etc.).

For planning and budgeting purposes, the City shall provide to the School District's Business Administrator by May 1st of each year the estimated cost of the SRO for the upcoming school year. The City may send an invoice to the School District's Business Administrator quarterly for twenty-five percent (25%) of the School District's estimated school year obligation in each of the months of October, January, and April, along with a final invoice representing the total actual costs of the SRO for the school year, less the quarterly amounts paid. This final invoice shall include an accounting of the actual costs of the SRO and shall be sent to the School District's Business Administrator following completion of the school year, but no later than July 31st of each year. Alternatively, the City may send an invoice and accounting of the actual costs of the SRO to the School District's Business Administrator on an annual basis following the completion of the school year no later than July 31st of each year. The invoice shall be paid within thirty (30) days of receipt by the School District.

If this Agreement is terminated during the school year, the City and the School District agree to divide the costs associated with the payment of the SRO for salary and benefits as of the time of termination.

SECTION FIVE **JOINT ADMINISTRATORS**

Pursuant to UTAH CODE ANN., §11-13-101, et seq., the parties agree that Springville City and Nebo School District shall act as the joint administrators responsible for this Agreement. Each party shall have the powers necessary to administer and fulfill their respective obligations under this Agreement without need to confer with the other (e.g., budgeting, training, adopting policies, etc.) and shall each maintain their own records and books. Any power or responsibility described

herein that expressly requires both parties' participation shall be exercised only by mutual consent. This Agreement does not anticipate nor provide for any organizational changes in the City or the School District. However, the parties agree to establish a seven (7) member SRO Oversight Committee comprised of the following individuals:

- (a) the School District's School Safety and Security Specialist, or his/her designee;
- (b) the principal of Springville Junior High School, or his/her designee;
- (c) the principal of Spring Canyon Middle School, or his/her designee;
- (d) the School District's Legal Counsel, or his/her designee;
- (e) the City's Chief of Police, or his/her designee;
- (f) the City's Police Sergeant who is assigned as the direct supervisor over SRO's , or his/her designee;

- (g) the City's Attorney, or his/her designee.

The School District's School Safety and Security Specialist, or his/her designee, and the City's Chief of Police, or his/her designee, shall be the co-chairs of the Committee. This Committee shall meet as necessary to address respective duties, responsibilities, and any other concerns related to this Agreement.

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**

A. Employment of the School Resource Officer

1. The City agrees to employ and provide one full-time police officer between Springville Junior High School and Spring Canyon Middle School during the school year (referred to herein as the "School Resource Officer" or "SRO"). It is clearly understood, acknowledged, and agreed to by the parties that the SRO is an employee of the City, subject to the administration, supervision, and control of the City, and that the SRO is not an employee of the School District.

2. The SRO is to be present and available during regular school hours throughout the academic calendar year at Springville Junior High School and Spring Canyon Middle School. Adjustments outside these regular school hours shall be by mutual agreement in writing between the City and School District. The SRO's point of contact at Springville Junior High School and Spring Canyon Middle School shall be the principals and assistant principals.

3. The City will furnish training, uniforms, equipment, and schedule of deployment required under Utah law or that is needed for the operation of this Agreement. The School District shall coordinate with the City to also provide the SRO with applicable training, supplies, and equipment needed for the operation of this Agreement.

4. The SRO shall be subject to all personnel policies and practices of the City and the City's Police Department, as such may be adopted and amended from time to time, except as such policies or practices may be modified by the terms and conditions of this Agreement.
5. The City and the School District agree to jointly discuss SRO applicants in accordance with UTAH CODE ANN., §53G-8-703(2)(g), however, the City shall have the power and authority to hire, replace and rotate, discharge, and discipline the SRO.
6. As an employee of the City, the SRO will be subject to the chain of command of the City's Police Department.
7. The City will, at least annually, seek out and accept feedback from the School District about the SRO's performance in accordance with UTAH CODE ANN., §53G-8-703(2)(h).
8. If the principal of Springville Junior High School or the principal of Spring Canyon Middle School is dissatisfied, with justifiable reason, with the SRO who has been assigned to the school, then the principal may request that the City's Chief of Police assign a different police officer as the SRO for the school. Unless the nature of the concern warrants immediate replacement, such a request should normally occur after the principal has previously met with the City's Chief of Police to discuss concerns and allow a reasonable amount of time for the City to remediate the issues. If mutually agreed by the City and School District, the City's Chief of Police shall assign a new SRO to the schools. The City reserves the right to remove/re-assign any SRO along with notification given to the principals of Springville Junior High School and Spring Canyon Middle School and to the School District.

B. Duties of the School Resource Officer

1. The purpose of the SRO is to provide for and maintain a safe, healthy, and productive learning environment, emphasizing the use of restorative approaches to address negative behavior, while acting as a positive role model for students by working in a cooperative, proactive, problem-solving manner between the City and the School District.
2. The SRO is to build relationships, enhance community-policing activities, help identify safety concerns within the schools, help develop problem solving strategies with school administrators and staff, and collaboratively develop a comprehensive school safety plan with school administrators and staff.
3. The SRO shall: (a) walk the halls and campus during passing time and encourage students to attend class; (b) positively interact with students during lunch; (c) walk the school campus perimeter regularly to encourage students to attend class and to respond to trespassers; (d) walk the school campus periodically during the school day to conduct a perimeter safety check; (e) when time permits, stand near the main entrances and greet students as they come into the building in the morning or as they leave at the end of the day; and (f) be available to school administrators for advice, assistance, and consultation.

4. Identify students in need of positive non-law enforcement-related resources or supports for: (a) improving problem-solving skills; (b) controlling violent behaviors; (c) improving social skills; (d) addressing substance use or abuse; and (e) addressing other areas of concern.
5. The SRO shall be expected to attend and participate in applicable school meetings and trainings, and to communicate and coordinate with the school principal and other appropriate school administrators concerning the needs of the school and its students.
6. In coordination with school administrators, the SRO may provide presentations to the school on safety, crime prevention, bullying, etc., and may also provide additional services to the school if available.
7. The City and the SRO will work closely with School District officials to help 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 may include substance abuse, violence reduction, social skills, problem-solving skills, and other areas of School District and community concern.
8. The City and School District understand that the SRO may use measures to secure school property as followed through established protocols of the City's Police Department and the School District in the event of an emergency situation that requires the activation of emergency response procedures (i.e., critical incident protocols such as "lock down" and "secure").
9. The SRO will be a visible, active law enforcement figure dealing with the school's law enforcement matters at school and at school activities and events. Given the numerous activities, the SRO shall not be required to attend all school activities and events. The City and School District will confer and mutually agree concerning when law enforcement will be present for school activities and events. The City may elect to send the SRO or provide other officers for school activities and events that the parties agree needs law enforcement presence.
10. The SRO and school administrators will coordinate to differentiate between school disciplinary issues (school administrator responsibility) and criminal issues (SRO responsibility) and respond appropriately, de-escalating school-based incidents whenever possible.

Examples of student offenses best handled by the SRO, include, but are not limited to: gang related activity; possession of a weapon; possession, use, or distribution of illegal drugs; possession, use, or distribution of pornography; criminal activity such as theft, graffiti, etc.; sexual assault; hazing; behavior that is an immediate threat to others; terroristic threats; and other criminal law violations that may constitute a class B misdemeanor, a class A misdemeanor, or a felony. Criminal law violations by minor students may be referred to juvenile court.

Examples of student offenses best handled by school administrators, include, but are not limited to: dress code violations; disruptive behavior that is not a threat to others or to the public safety, such as defiance of authority; profanity; possession

of inappropriate items; inciting, but not actively participating in inappropriate behavior; truancy or attendance violations; and other minor violations of School District policies.

Offenses committed by a minor student on school property which are defined under UTAH CODE ANN., §53G-8-211 as a class C misdemeanor, an infraction, or a status offense (i.e., a violation of the law that would not be a violation but for the age of the offender, such as certain alcohol and tobacco offenses) under criminal law may be referred to:

(a) an evidence-based alternative intervention, including:

- (i) a mobile crisis outreach team;
- (ii) a youth services center, as defined in UTAH CODE ANN., §80-5-102;
- (iii) a youth court or comparable restorative justice program;
- (iv) an evidence-based alternative intervention that is created and developed by the School District;
- (v) an evidence-based alternative intervention that is jointly created and developed by the School District, the Utah State Board of Education, the Juvenile Court, local counties and municipalities, the Department of Health and Human Services; or
- (vi) a tobacco cessation or education program if the offense is a violation of UTAH CODE ANN., §76-10-105;

-OR-

(b) for prevention and early intervention youth services, as described in UTAH CODE ANN., §80-5-201, by the Division of Juvenile Justice and Youth Services if the minor student refuses to participate in an evidence-based alternative intervention described in subsection (a) above.

Offenses committed by a minor student on school property which are defined under UTAH CODE ANN., §53G-8-211 as a class C misdemeanor, an infraction, or a status offense (i.e., a violation of the law that would not be a violation but for the age of the offender, such as certain alcohol and tobacco offenses) under criminal law may be referred to law enforcement or juvenile court only if:

(a) the minor student allegedly committed the same offense on school property on two previous occasions; and

(b) the minor was referred to an evidence-based alternative intervention, or to prevention or early intervention youth services, as described in the above paragraph, for both of the two previous offenses.

If a minor student is alleged to have committed a traffic offense that is an infraction, the minor student may be referred to law enforcement, a prosecuting attorney, or a court for the traffic offense.

Student suicide threats wherein the student and possibly others may be placed at risk should be handled expeditiously and coordinated between the SRO and

school administrators to determine the best course of action in which to address the situation.

11. The SRO will be involved in school discipline when it pertains to certain criminal matters and preventing a disruption that would, if ignored, place students, school personnel, and others at risk of harm. In all other cases, disciplining students for policy violations is a school responsibility. In those situations, the SRO may, if appropriate under the circumstances, take students who violate School District conduct policies to the administration offices for discipline to be taken by school administrators.
12. The SRO shall confer with school administrators for student offenses that constitute a minor violation of the law. After consultation, a determination will be made as to whether such matters will be best handled by school administration or the SRO.
13. The SRO shall confer with school administrators on issues that do not involve a real and immediate threat to persons or to the public safety, such as public order offenses, including disorderly conduct, disturbance/disruption of schools or public assembly, trespass, loitering, and fighting that does not involve physical injury or a weapon. After consultation, a determination will be made as to whether such matters will be best handled by school administration or the SRO.
14. The SRO will use reasonable efforts to initiate positive interaction with students in the classroom and general areas of the school campus to promote the profession of police officers and be a positive role model, while increasing the visibility and accessibility of police to the school community.
15. The SRO will share information with the school's administrators about persons and conditions pertaining to school campus safety concerns to the extent allowed by law and the City's Police Department policies.
16. The SRO may assist with resolving law enforcement issues that affect the students, the school, the School District, or the broader community. However, matters that are not of a significant or urgent nature or do not directly relate to the students, the school, the School District, or to issues concerning child abuse or neglect, but only concern the broader community, should first be coordinated between school administration and law enforcement before being conducted at the school in order to minimize the effect on student education and the school environment. Outside law enforcement agencies shall first coordinate with school administration.
17. The SRO may transport a minor student from school to another location if the location is permitted by law.
18. The SRO may take temporary custody of a minor student in accordance with UTAH CODE ANN., §80-6-201.
19. The SRO shall notify school administration upon removing a student from the school campus.

20. The SRO shall notify a parent as soon as possible when minor students are issued a criminal citation or arrested.
21. If a student arrest is warranted, the SRO shall use the least disruptive and the least obtrusive manner reasonably available to conduct the arrest of the student. The SRO should be accompanied by a school principal or assistant principal, if available, when arresting a student unless exigent circumstances require otherwise for the safety of the student, the SRO, and/or others.
22. To protect the safety of students, employees, and the school community, the SRO may use reasonable and necessary physical force when appropriate based upon the totality of the circumstances. The SRO shall not use physical force or restraints on a student, including handcuffs, Tasers, mace, or other physical or chemical restraints unless a student's actions pose a threat or they are subject to arrest and such action is warranted under the City Police Department's policies and practices.
23. The SRO shall question students in a manner and a time when it has the least impact on the student's education so long as the delay in questioning does not interfere with the effectiveness of an investigation, the disappearance or unavailability of a criminal suspect or evidence, or risk public safety or significant damage to property.
24. The SRO shall become familiar with School District's student conduct and discipline policies.
25. The SRO; the principal of Springville Junior High School, of his/her designee; and the principal of Spring Canyon Middle School, or his/her designee, and other applicable school personnel, will jointly complete the school resource officer training program described in UTAH CODE ANN., §53G-8-702. The training program curriculum and materials are to be developed by the Utah State Board of Education and will include training on the following topics:
 - (a) childhood and adolescent development;
 - (b) responding age-appropriately to students;
 - (c) working with disabled students;
 - (d) techniques to de-escalate and resolve conflict;
 - (e) cultural awareness;
 - (f) restorative justice practices;
 - (g) identifying a student exposed to violence or trauma and referring the student to appropriate resources;
 - (h) student privacy rights;
 - (i) negative consequences associated with youth involvement in the juvenile and criminal justice systems;
 - (j) strategies to reduce juvenile justice involvement; and
 - (k) roles of and distinctions between a school resource officer and other school staff who help keep a school secure.
 - (l) the standard response protocol and drills described in UTAH CODE ANN., §53G-8-803;
 - (m) an overview of this Agreement;
 - (n) developing and supporting successful relationships with students; and
 - (o) legal parameters of searching and questioning students on school property.

If training is required during the school day, the School District and the City's Police Department will coordinate together to provide coverage for the SRO's classes and responsibilities at the school.

26. The City and School District may coordinate and jointly fund other beneficial training opportunities for the SRO and school administrators.
27. The purposes and duties of the SRO set forth above are for the benefit of the students, faculty, staff, and administrators of the schools and the School District as a whole. This Agreement and the SRO's presence at the schools shall not be interpreted as creating a special relationship or heightened duty of care between the SRO, the City, the City Police Department, or the School District and any particular person.

C. Duties of School Administrators

1. School administrators shall provide the City's Police Department with appropriate school administrator names and contact information to facilitate communication.
2. School administrators shall provide an office/storage or workspace for the SRO's materials and personal effects.
3. School administrators shall provide equipment and supplies needed for school presentations on safety, crime prevention, bullying, etc.
4. School administrators will arrange meetings with the SRO as needed by the school administration.
5. School Administrators and the SRO will coordinate to differentiate between school disciplinary issues (school administrator responsibility) and criminal issues (SRO responsibility) and respond appropriately, de-escalating school-based incidents whenever possible.

Examples of student offenses best handled by the SRO, include, but are not limited to: gang related activity; possession of a weapon; possession, use, or distribution of illegal drugs; possession, use, or distribution of pornography; criminal activity such as theft, graffiti, etc.; sexual assault; hazing; behavior that is an immediate threat to others; terroristic threats; and other criminal law violations that may constitute a class B misdemeanor, a class A misdemeanor, or a felony. Criminal law violations by minor students may be referred to juvenile court.

Examples of student offenses best handled by school administrators, include, but are not limited to: dress code violations; disruptive behavior that is not a threat to others or to the public safety, such as defiance of authority; profanity; possession of inappropriate items; inciting, but not actively participating in inappropriate behavior; truancy or attendance violations; and other minor violations of School District policies.

Offenses committed by a minor student on school property which are defined under UTAH CODE ANN., §53G-8-211 as a class C misdemeanor, an infraction, or

a status offense (i.e., a violation of the law that would not be a violation but for the age of the offender, such as certain alcohol and tobacco offenses) under criminal law may be referred to:

(a) an evidence-based alternative intervention, including:

- (i) a mobile crisis outreach team;
- (ii) a youth services center, as defined in UTAH CODE ANN., §80-5-102;
- (iii) a youth court or comparable restorative justice program;
- (iv) an evidence-based alternative intervention that is created and developed by the School District;
- (v) an evidence-based alternative intervention that is jointly created and developed by the School District, the Utah State Board of Education, the Juvenile Court, local counties and municipalities, the Department of Health and Human Services; or
- (vi) a tobacco cessation or education program if the offense is a violation of UTAH CODE ANN., §76-10-105;

-OR-

(b) for prevention and early intervention youth services, as described in UTAH CODE ANN., §80-5-201, by the Division of Juvenile Justice and Youth Services if the minor student refuses to participate in an evidence-based alternative intervention described in subsection (a) above.

Offenses committed by a minor student on school property which are defined under UTAH CODE ANN., §53G-8-211 as a class C misdemeanor, an infraction, or a status offense (i.e., a violation of the law that would not be a violation but for the age of the offender, such as certain alcohol and tobacco offenses) under criminal law may be referred to law enforcement or juvenile court only if:

(a) the minor student allegedly committed the same offense on school property on two previous occasions; and

(b) the minor was referred to an evidence-based alternative intervention, or to prevention or early intervention youth services, as described in the above paragraph, for both of the two previous offenses.

If a minor student is alleged to have committed a traffic offense that is an infraction, the minor student may be referred to law enforcement, a prosecuting attorney, or a court for the traffic offense.

Student suicide threats wherein the student and possibly others may be placed at risk should be handled expeditiously and coordinated between the SRO and school administrators to determine the best course of action in which to address the situation.

6. School administrators shall confer with the SRO for student offenses that constitute a minor violation of the law. After consultation, a determination will be made as to whether such matters will be best handled by school administration or the SRO.

7. School administrators shall confer with the SRO on issues that do not involve a real and immediate threat to persons or to the public safety, such as public order offenses, including disorderly conduct, disturbance/disruption of schools or public assembly, trespass, loitering, and fighting that does not involve physical injury or a weapon. After consultation, a determination will be made as to whether such matters will be best handled by school administration or the SRO.
8. School administrators will make an effort to de-escalate school-based incidents and handle routine student conduct and disciplinary matters without involving the SRO in a law enforcement capacity, unless it is absolutely necessary or required by law.
9. School administrators will facilitate SRO-initiated investigations and actions.
10. School administrators will provide ongoing feedback to the City's Police Department for SRO evaluation purposes.
11. In situations when the SRO is responding to a school-based infraction involving a student with a disability, and a school administrator is aware that the student will require special treatment or accommodations, the school administrator will provide the SRO with applicable information from an accompanying Individualized Education Program ("IEP"), Section 504 Plan, or Health Care Plan.
12. The School District acknowledges that the SRO is required by City policies and procedures to attend mandatory trainings and/or meetings.
13. If applicable and deemed necessary, school administrators will provide opportunities for the SRO and school administration to meet with parents and community members during the school year.
14. The SRO; the principal of Springville Junior High School, or his/her designee; and the principal of Spring Canyon Middle School, or his/her designee, will jointly complete the school resource officer training program described in UTAH CODE ANN., §53G-8-702. The training program curriculum and materials are to be developed by the Utah State Board of Education and will include training on the following topics:
 - (a) childhood and adolescent development;
 - (b) responding age-appropriately to students;
 - (c) working with disabled students;
 - (d) techniques to de-escalate and resolve conflict;
 - (e) cultural awareness;
 - (f) restorative justice practices;
 - (g) identifying a student exposed to violence or trauma and referring the student to appropriate resources;
 - (h) student privacy rights;
 - (i) negative consequences associated with youth involvement in the juvenile and criminal justice systems;
 - (j) strategies to reduce juvenile justice involvement; and

- (k) roles of and distinctions between a school resource officer and other school staff who help keep a school secure.
- (l) the standard response protocol and drills described in UTAH CODE ANN., §53G-8-803;
- (m) an overview of this Agreement;
- (n) developing and supporting successful relationships with students; and
- (o) legal parameters of searching and questioning students on school property.

If training is required during the school day, the School District and the City's Police Department will coordinate together to provide coverage for the SRO's classes and responsibilities at the school.

- 15.** The City and School District may coordinate and jointly fund and provide other beneficial training opportunities for the SRO and school administrators.
- 16.** School administrators shall comply with the provisions of student conduct and discipline policies, including Nebo School District Policies JD, JDA, JDB, JDC, JDCB, JDD, JDE, JDF, JDG, JDH, JDJ, JDK, and other student conduct and discipline related policies, procedures, and handbooks. School administrators shall address student conduct via Nebo School District policies regardless of whether the student's conduct has been referred to the SRO, a law enforcement agency, the juvenile court, or an alternative intervention program.

D. Student Rights

SRO Search and Seizure

1. The SRO may conduct or participate in a search of a student's person, school locker, personal belongings, electronic devices, or vehicle only where there is "probable cause" to believe that the search will turn up evidence of criminal conduct or that the student has committed or is committing a criminal offense.
2. It is recommended that in addition to having probable cause, the SRO should follow state and federal law and the City's Police Department policies and procedures when conducting searches of persons and property which may require a search warrant.
3. Except in the event of exigent circumstances, the SRO shall inform school administrators prior to conducting a "probable cause" search where practicable.
4. The SRO shall not ask school administrators to search a student's person, school locker, personal belongings, electronic devices, or vehicle in an effort to circumvent the student's legal rights and protections.

School Administrators Search and Seizure

1. A school administrator may conduct a search of a student's person, school locker, personal belongings, electronic devices, or vehicle in accordance with the "reasonable suspicion" legal standards and procedures set forth in Section 7 of Nebo School District Policy JD, *Student Conduct and Discipline*.
2. Absent a real and immediate threat to any person or to the public safety, a school administrator shall not ask the SRO to be present or participate in a search when no probable cause has been established.
3. Strip searches of students by school administrators are prohibited.

Student Questioning

1. SRO - Student as Alleged Perpetrator. The SRO may question a student about conduct that could expose the student to arrest or criminal charges according to the following guidelines:
 - a. Student in Custody (Under the Age of Eighteen (18) Years). If a minor student is in custody and subject to interrogation for an offense, the SRO shall comply with the requirements set forth in UTAH CODE ANN. §80-6-206.
 - b. Student Not in Custody (Fourteen (14) Years of Age or Older). Before interviewing a student who is not in custody and is the age of fourteen (14) years or older and who is a suspected perpetrator of a criminal matter, the SRO may make an effort to first contact the student's parent / legal guardian if deemed appropriate under the circumstances. Nevertheless, the SRO may interview a student who is fourteen (14) years of age or older so long as applicable legal

criteria have been satisfied. The parent / legal guardian of a student who is interviewed by the SRO should be informed as soon as reasonably practicable that an interview has taken place.

c. Student Not in Custody (Under the Age of Fourteen (14) Years). Before interviewing a student who is not in custody and is under the age of fourteen (14) years and who is a suspected perpetrator of a criminal matter, the SRO must first contact the student's parent / legal guardian to either obtain their physical presence or obtain a waiver of physical presence prior to conducting the interview. The SRO may interview the student who is under the age of fourteen (14) years so long as applicable legal criteria have been satisfied.

d. The SRO shall inform school administrators prior to questioning the student where practicable.

e. The SRO shall not ask a school administrator to question a student in an effort to circumvent the student's rights and protections.

2. SRO - Student as Alleged Victim or Witness. The SRO may question a student who is the alleged victim or witness to a possible criminal matter according to the following guidelines:

a. Student is Fourteen (14) Years of Age or Older. Generally, the SRO may question a student who is of the age of fourteen (14) years or older if the student is an alleged victim or witness to a criminal matter. School administrators and the SRO should use their best judgment in determining whether specific circumstances would warrant contacting the student's parent / legal guardian prior to the interview.

b. Student is Under the Age of Fourteen (14) Years. Before interviewing a student who is under the age of fourteen (14) years and who is an alleged victim or witness to a criminal matter, school administrators and the SRO should use their best judgment in determining whether specific circumstances would warrant contacting the student's parent / legal guardian prior to the interview.

c. The SRO shall inform school administrators prior to questioning the student where practicable.

d. The SRO shall not ask a school administrator to question a student in an effort to circumvent the student's rights and protections.

3. SRO – Child Abuse and Neglect Cases. In the event the SRO is investigating a suspected child abuse or neglect matter, the SRO and school administrators shall follow the procedures outlined in the Child Abuse and Neglect Protocol Handbook compiled by Nebo School District, Child Protective Services, and Law Enforcement. In conjunction therewith, the SRO who is requesting permission to interview a student at school must sign the Confidential School Liability Release Form. In accordance with UTAH CODE ANN. §80-2-704, the parent / legal guardian of the student must be informed prior to the interview, unless the student's parent, step-parent, or a parent's paramour has been identified as the alleged perpetrator. In that situation, the SRO is not required to inform the parent / legal guardian of

the student prior to the interview, but shall notify the parent / legal guardian that an interview has taken place as soon as possible and no later than 24 hours after the interview has taken place.

4. SRO – Student Conversations. In general, conversations between the SRO and students will be on the premise of building relationships to help develop a healthy learning environment and promote pro-social behaviors.
5. School Administrators – Student Interviews and Questioning. School administrators have the responsibility to oversee the proper and efficient operation of their schools. Students should be educated in a safe, secure, and supervised environment. Utah law defines “in loco parentis” in UTAH CODE ANN., Section 53E-6-703 as “the power of professional school personnel to exercise the rights, duties, and responsibilities of a reasonable, responsible parent in dealing with students in school-related matters.” Courts have also held that the right for a parent to be present during student interviews is nowhere to be found in state or federal law or in principles of due process. Accordingly, school administrators are free to communicate, interview, and question students for any academic and non-academic matters, including, but not limited to, issues relating to school and student safety, policy compliance and violations, student discipline, etc. In addition, school personnel have a legal responsibility and protocol in cooperating with the Division of Child and Family Services (DCFS) and law enforcement officials relating to suspected child abuse or neglect.

Access to Education Records

1.
 1. School administrators shall allow the SRO to inspect and copy any “public records,” as classified by the District under the *Government Records Access and Management Act*, UTAH CODE ANN., 63G-2-101, et seq. (GRAMA), and any student “directory information,” maintained by the school to the extent allowed by state and federal law and Nebo School District Policy JO, *Student Records and Data Protection*. Directory information includes the following:
 - a. Student’s name, address, and telephone listing;
 - b. Electronic mail address;
 - c. Major field of study;
 - d. Participation in officially recognized activities and sports;
 - e. Weights and heights of members of athletic teams;
 - f. Dates of attendance;
 - g. Degrees, honors, and awards received;
 - h. The most recent educational agency/institution attended by the student;
 - i. Current grade level and teacher’s name(s); and
 - j. Photographs, videotapes, and other likenesses of a student.
2. If some information in a student’s educational record is needed in an emergency to protect the health or safety of the student or others, school administrators shall disclose to the SRO the information that is needed to respond to the emergency situation based on: (i) the seriousness of the threat to the health or safety of an individual; (ii) the need of the information to meet the emergency situation; and (iii) the extent to which time is of the essence.

3. 3. If the SRO needs confidential student education record information, but no emergency situation exists, the information may be disclosed only as allowed by applicable state and federal law and Nebo School District Policy JO, *Student Records and Data Protection*. Under the *Family Educational Rights and Privacy Act*, 20 USC 1232g, 34 CFR 99 (FERPA) and Utah's *Student Privacy and Data Protection* laws, UTAH CODE ANN., §53E-9-101, et seq. (Utah's SPDP laws), the SRO is designated as a "school official" and may be granted access to student records as necessary to fulfill any duties outlined in this Agreement. The following provisions apply anytime the SRO accesses student records:
 - a. The SRO may collect, use, store, and share student data only in accordance with Nebo School District Policy JO, *Student Records and Data Protection*.
 - b. Student data may be shared only with the SRO assigned to the particular school.
 - c. Data may not be shared with other City employees, including other police officers, except for the City's Police Sergeant who is assigned as the direct supervisor over the SRO.
 - d. Data may be shared in case of emergency or through a lawfully issued subpoena.
 - e. The SRO shall delete or destroy any student data in its possession at the request of the School District.
 - f. The SRO may use student data only for the purpose of satisfying the requirements of this Agreement and for related purposes. Unrelated secondary use of student data is prohibited.
 - g. The SRO must permit the School District to audit any student data in the SRO's possession upon request by the School District.
4. The School District is responsible for creating and maintaining student education records subject to FERPA and Utah's SPDP laws. The SRO may create and maintain separate "law enforcement unit" records subject to City Police Department's policies and practices.

E. Other Schools

The respective duties, responsibilities, and procedures set forth in this Section Seven for the SRO and school administrators at Springville High School shall also be applicable to other elementary and secondary schools in the Springville area.

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 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 a School Resource Officer to Springville Junior High School and Spring Canyon Middle School. In the event the City breaches this Agreement and fails to make corrections as set forth in Section Eight above, the School District may terminate this Agreement and cease to make further payments as described in Section Four.

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 Utah County, State of Utah.

SECTION ELEVEN
COSTS OF ENFORCEMENT

In the event of any lawsuit or other proceeding or dispute concerning this Agreement, the prevailing party will be entitled to recover its costs from the non-prevailing party (including, but not limited to, court fees and expert witness costs, but not including attorneys' fees associated with the enforcement of this Agreement), whether such sums are expended with or without suit and regardless of the forum. For purposes of the foregoing sentence: (a) a "prevailing party" means (i) in the case of the party initiating the enforcement of rights or remedies, that it recovered substantially all of its claims, and (ii) in the case of the party defending against such enforcement, that it successfully defended substantially all of the claims made against it; and (b) if no party is a "prevailing party" within the meaning of the foregoing, then no party will be entitled to recover its costs and expenses from the other party.

SECTION TWELVE
NOTICE

Any written notice which must or may be given relating to this Agreement shall be sufficient if mailed postage prepaid, 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 Superintendent at the above address. In the case of the City, notice shall be mailed to the attention of the City Administrator at the above address. Either party may notify the other to designate a different address for mailing.

SECTION THIRTEEN
TERM AND TERMINATION

Either party may terminate this Agreement for any or no reason and at any time by giving the other party at least ninety (90) days prior written notice of the same.

SECTION FOURTEEN
APPROPRIATION OF FUNDS

The parties' obligations under this Agreement are expressly subject to the appropriation of funds by the School District and the City. 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 **LIABILITY AND INDEMNIFICATION**

Both parties are governmental entities under the Governmental Immunity Act of Utah (the "Governmental Immunity Act"), UTAH CODE ANN., §63G-7-101, et seq., as amended. Consistent with the terms of the Governmental 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 employees, officers, agents, or volunteers. Neither party waives any defenses otherwise available under the Governmental Immunity Act, nor does any party waive any limits of liability now or hereafter provided by law. Subject to the foregoing, each party agrees to save, keep, hold harmless, and indemnify the other party, its employees, officers, agents, and volunteers from all damages, costs, or expenses in law or equity, including attorneys' fees, that may at any time arise or be set up because of damages to property and/or personal injury incurred by reason of or in the course of performing the services under this Agreement which may be occasioned by any willful, negligent, or wrongful acts or omissions of the party, its employees, officers, agents, or volunteers. The terms of this section shall survive the termination of this Agreement.

SECTION SIXTEEN **REAL AND PERSONAL PROPERTY**

A. Real Property. The parties do not contemplate or intend to jointly acquire, hold, or dispose of any real property pursuant to this Agreement. At all times and upon termination of this Agreement, all real property shall remain the property of the party that acquired it.

B. Personal Property. The parties do not contemplate or intend to jointly acquire, hold, or dispose of any personal property pursuant to this Agreement. Any personal property acquired, held, or disposed of in furtherance of this Agreement shall be acquired, held, or disposed of by each party separately, pursuant to each party's respective policies and procedures. At all times and upon termination of this Agreement, all personal property shall remain the property of the party that acquired it regardless of how such property may have been used.

SECTION SEVENTEEN **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 hereto.

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 hereto 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 hereto, nor any rights or benefits to third-parties.

- SIGNATURES ON FOLLOWING PAGE -

IN WITNESS WHEREOF, the parties have signed and executed this SPRINGVILLE JUNIOR HIGH SCHOOL & SPRING CANYON MIDDLE SCHOOL - SCHOOL RESOURCE OFFICER INTERLOCAL COOPERATION AGREEMENT, after resolutions duly and lawfully passed, on the dates listed below.

DATED this ____ day of _____, 2025.

SPRINGVILLE CITY

By: _____
MATT PACKARD, Mayor

ATTEST:

By: _____
KIM CRANE, City Recorder

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

JOHN A. PENROD,
Springville City Attorney

DATED this ____ day of _____, 2025.

**BOARD OF EDUCATION OF
NEBO SCHOOL DISTRICT**

By: _____
SHANNON ACOR, Board President

ATTEST:

By: _____
MICHAEL HARRISON, Business Administrator

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

REED B. PARK,
Nebo School District Legal Counsel



STAFF REPORT

DATE: April 7, 2025

TO: Honorable Mayor and City Council

FROM: Laura Thompson, Planner II

SUBJECT: CONSIDERATION TO AMEND SECTION 11-3-402, DEFINITIONS, AND ADOPT SECTION 11-6-135 OF SPRINGVILLE CITY CODE, CONCERNING LAND USE APPLICATION EXPIRATIONS.

Recommended Motion:

Move to approve the amendment to Section 11-3-402, Definitions, and adopt Section 11-6-135 of the Springville City Code, concerning land use application expirations.

Executive Summary:

The city has several land use application types that can stay in the review process for years until finally withdrawn or abandoned. The proposed amendments will assist in keeping the development review process streamlined and orderly.

Focus of Action:

Does the proposed amendment meet the requirements of the Springville City Code, specifically Section 11-7-101?

Discussion:

Section 11-7-101 of Springville City Code states “It is intended that all amendments to this Title, shall be made in accordance with the General Plan of the City. It is hereby declared to be public policy that this Title shall not be amended unless it can be shown that changed or changing conditions make the proposed amendment necessary to the promotion of the purposes of this Title.”

While the General Plan doesn’t get into the specifics of processing land use applications it does aim to be the policy direction concerning the physical development of the City. The proposed amendments will allow projects that have remained stagnant with no movement toward development to be removed from the application review system. Establishing clear standards for the expiration of land use applications allows the city to



amend the land use code as needed without previously vested applications remaining subject to the previous code indefinitely.

The proposed amendments follow:

11-3-402 Definitions

Land use application - means an application that is required by a municipality and submitted by a land use applicant to obtain a land use decision; and does not mean an application to enact, amend, or repeal a land use regulation.

11-6-135 Expiration of Land Use Applications

- a. Commencing on the date a land use application is considered accepted by the City, the applicant shall have 180 days to meet all pertinent land use regulations and receive all necessary approvals from the appropriate land use authority(ies) for the application. At the end of the 180 days, the land use application shall be deemed abandoned or forfeited, and all vesting rights associated with the application shall terminate.
- b. If an applicant requires more time beyond the initial 180-day time period described in subsection (a), the applicant may request a 90-day extension in writing to the Springville City Community Development Director before the expiration of the initial 180-day time period. If the request for extension is timely made, the applicant's time for receiving the needed approvals will be extended by the requested 90 days. At the end of the 90-day extension, the application shall be deemed abandoned or forfeited, and all vesting rights associated with the application shall terminate.
- c. All land use applications filed and accepted by the City before April 1, 2025, shall be considered accepted by the City on that date for the commencement of the 180 days described in subsection (a).

Alternatives:

- Move to deny adoption of the proposed amendment
- Move to continue discussion of the proposed amendment.

Laura Thompson
Laura Thompson

City Council Report

ORDINANCE #__-2025

AN ORDINANCE AMENDING TITLE 11, THE DEVELOPMENT CODE, CHAPTER 3, DEFINITIONS, AND CHAPTER 6, ADOPTING REGULATIONS CONCERNING THE EXPIRATION OF LAND USE APPLICATIONS.

WHEREAS the Springville City Development Code governs land use decisions within Springville City in fulfillment of the recommendations of the General Plan, as well as the future vision of the City as established by the Mayor and City Council; and

WHEREAS Springville City may, from time to time, examine the regulatory provisions of the zones within the Code and amend such provisions; and

WHEREAS land use applications that currently have no expiration will allow the city to amend the land use code as needed without previously vested applications remaining subject to the previous code indefinitely; and

WHEREAS the Planning Commission conducted a public hearing on March 25, 2025, reviewed the proposed amendments, and has recommended favorably on the amendments; and

WHEREAS the City Council held a properly noticed public meeting on April 15, 2025, to consider amendments to Springville Code Title 11, Chapter 6, Article 135, Expiration of Land Use Applications.

Be it ordained by the City Council of Springville, Utah:

SECTION 1: Section 11-3-402, Definitions, of Springville City Code is hereby amended to add the following definition as follows:

Land use application - means an application that is required by a municipality and submitted by a land use applicant to obtain a land use decision; and does not mean an application to enact, amend, or repeal a land use regulation.

SECTION 2: Section 11-6-135, Supplementary Regulations, of Springville City Code is hereby adopted to read as follows:

11-6-135 Expiration of Land Use Applications

- a. Commencing on the date a land use application is considered accepted by the City, the applicant shall have 180 days to meet all pertinent land use regulations and receive all necessary approvals from the appropriate land use authority(ies) for the application. At the end of the 180 days, the land use application shall be deemed abandoned, or forfeited, and all vesting rights associated with the application shall terminate.
- b. If an applicant determines that the applicant needs more time besides the initial 180-day time period described in subsection (a), the applicant may request a 90-day extension in writing to the Springville City Community Development Director before the expiration of the initial 180-day time period. If the request for extension is timely made, the applicant's time for receiving the needed approvals will be extended by the requested 90 days. At the end of the 90-day extension, the application shall be deemed abandoned, or forfeited, and all vesting rights associated with the application shall terminate.

- c. All land use applications filed and accepted by the City before April 1, 2025, shall be considered accepted by the City on that date for the commencement of the 180 days described in subsection (a).

SECTION 3: This ordinance will become effective one day after publication hereof in the manner required by law.

SECTION 4: This ordinance shall become effective upon adoption by the Springville City Council and publication as required by law.

ADOPTED by the City Council of Springville, Utah, this 15th day of April, 2025.

Matt Packard, Mayor

ATTEST:

Kim Crane, City Recorder