

SCHOOL RESOURCE OFFICER
INTERLOCAL COOPERATION AGREEMENT

This School Resource Officer Interlocal Agreement (“Agreement”), is made and entered into by and between Juab School District (“School District”), and Nephi City (“City”). School District and City are each political subdivisions of the State of Utah and are sometimes referred to in this Agreement collectively as the “parties,” or individually as a “party.”

RECITALS

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-8-703 provides that a 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, Nephi City Police Department is a law enforcement agency that is a department of City;

WHEREAS, safe schools and the proper development of community children is necessary for the prosperity of the School District and City;

WHEREAS, the parties, through their respective governing bodies, have determined it is in their best interest to enter this Agreement for the provision of a School Resource Officer to maintain safe schools, improve school climate, and support educational opportunities for students;

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 applies to one (1) School Resource Officer that is paid for by School District and City. There is another agreement between School District, City, and Juab County that applies to another School Resource Officer servicing School District schools. This Agreement does not replace or impact any way the other school resource officer agreement.

TERMS

NOW THEREFORE, the parties hereto agree to the following terms and conditions:

Section 1 – Effective Date and Duration

This Interlocal Cooperation Agreement shall be effective as of January 1, 2023 and shall have an Initial Term until June 30, 27. Thereafter, this Agreement shall continue from year to year unless terminated.

Section 2 – Separate Entity

The parties do not contemplate nor intend to establish a separate legal entity under the terms of this Agreement.

Section 3 – Purpose

This Agreement is for the purpose of jointly providing a School Resource Officer ("SRO") to serve the schools of School District.

Section 4 – 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. City shall budget and be responsible for initially paying the expenses related to the employment of the SRO. All payments and expenses related to SRO's employment include without limitation wages, benefits, taxes, uniforms, equipment, vehicle, and training jointly approved by both parties (collectively "SRO Expenses"). City shall send an invoice consistent with the terms of this Agreement to School District on an annual basis following the completion of each school year – beginning with the 2022-2023 school year, which is the fiscal year beginning July 1, 2022. As the SRO does not start work until January 1, 2023, the first invoice shall be from January 1, 2023, through June 30, 2023. School District shall pay City the full amount of City's invoice for SRO Expenses within thirty (30) days of receiving such invoice. If this Agreement is terminated in the middle of a school year (defined as July 1st to June 30th), the parties agree to prorate the payment per day from the beginning of the school year until the date of termination. If this Agreement is terminated during the school year, then in addition to the prorated payment set forth in this section, School District shall pay one-half of SRO Expenses for sixty (60) additional days or until the end of the term whichever occurs earlier.

For the fiscal year beginning July 1, 2022, the parties have received a grant to pay a portion of SRO's Expenses in the amount of \$ [REDACTED]. The remainder of SRO's Expenses shall be divided equally between School District and City. It is anticipated that from January 1, 2023, through June 30, 2023, City and School District shall each pay \$ [REDACTED] for SRO's Expenses. For every year thereafter, SRO's Expenses shall be first paid by any applicable grant funds with the remainder of SRO's Expenses being paid equally by School District and City. SRO's salary and benefits will be consistent with the salary and benefits City pays City police officers unless School District and City agree in writing to a different salary and benefit package for SRO.

Section 5 – Joint Administrator

Pursuant to Utah Code Ann. § 11-13-101, et seq., the parties agree that School District shall act as the joint administrator responsible for this Agreement. The designated SRO is an employee of City but shall also be considered a school official under this Agreement. This Agreement does not anticipate nor provide for any organizational changes in School District or City. School District Superintendent and Chief of Police or their designees shall work together to handle issues involving the SRO. For purposes of this Agreement, school district administration means the Superintendent or his/her designee. In the event the School District Superintendent or City Police Chief cannot agree on a matter involving the SRO, then they shall refer the issue to the SRO Oversight Committee (“Committee”) as set forth herein. The parties agree to establish a six (6) member Committee comprised of the following individuals or their respective designees: (a) School District Superintendent, (b) School District Board President, (c) one school principal of School District selected by School District Superintendent, (d) City Police Chief; (e) City Administrator, and (f) City Mayor. School District Superintendent and City Chief of Police, or their respective designee(s), 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. If there is a contested issue and the Committee has authority to make a decision on that issue under this Agreement, then the decision shall be made by majority vote of the Committee with each member of the Committee having one vote. If there is a tie vote or City disagrees with the decision of the Committee, then the City has the authority to make the final decision.

Section 6 – Filing of Agreement

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

Section 7 – Acquiring, Holding, & Disposal of Property

- A. No real property shall be acquired under the terms of this Agreement.
- B. If a party chooses to purchase or acquire personal property or equipment for the SRO and such personal property or equipment does not qualify as SRO Expenses, then at its discretion, a party may purchase or acquire personal property or equipment to assist the SRO. The party who purchases or acquires personal property or equipment for the benefit of the SRO, and such personal property or equipment does not qualify as SRO Expenses, may hold or dispose of such personal property or equipment as it deems fit in its sole discretion.

Section 8 – Description of Arrangement

- A. **Employment of the School Resource Officer.**

1. City agrees to employ and provide a full-time police officer at School District schools during the school year (referred to herein as the “School Resource Officer” or “SRO”). It is clearly understood, acknowledged, and agreed by the parties that the SRO is an employee of City. The SRO shall be subject to the terms of this Agreement and the direction of the Chief of Police and School District administration. If the Chief of Police and the School District administration have a disagreement regarding the administration, supervision, and/or control of the SRO under this Agreement, then the question shall be submitted to the Committee and resolved as set forth in Section 5 of this Agreement. If an immediate decision regarding the SRO is required, then the Chief of Police shall make the decision.
2. Subject to reimbursement from School District, City will furnish training, uniforms, equipment, and schedule of deployment required under Utah law or that is needed for the operation of this Agreement. School District shall coordinate with City to also provide the SRO with applicable training, supplies, and equipment needed for the operation of this Agreement.
3. SRO shall be subject to all personnel policies and practices of City and School District, except as such policies or practices are modified by the terms and conditions of this Agreement. In the event of a conflict between City personnel policies and practices of the City and School District personnel policies and practices, then the matter shall be resolved as set forth in Section 5 of this Agreement.
4. City shall have the power and authority to terminate and discipline the SRO. The decision as to who will be selected as the SRO must be mutually agreed upon by City and School District. City shall seek and consider input from School District before terminating SRO. Additionally, City will seek and consider School District’s input regarding SRO disciplinary matters. After receiving such input from School District, City may make any discipline decision regarding the SRO that it deems best. If reasonably possible, City shall notify School District prior to disciplining or terminating the SRO. City has no obligation to notify School District of discipline actions or other employment actions involving SRO if such actions have no impact on SRO’s duties and responsibilities as a school resource officer.
5. If at any time, in the sole discretion of School District, the actions or conduct of the SRO are 1) contrary to the mission of School District, 2) negatively impacts the educational day of a school building, or 3) negatively impacts the School District’s relationship with the community, School District administration has the right to remove the SRO from the school setting. If the SRO is removed from School District for the reasons

set forth in this section and the parties cannot agree on terms for the SRO's return to School District schools or upon a replacement SRO, then this Agreement may be terminated upon either party proving the other party with ninety (90) days written notice of such termination.

6. As an employee of City, SRO will be subject to the chain of command of City Police Department. Additionally, SRO shall operate under the direction of School District administration as long as such direction is not contrary the direction of City Police Chief. Understanding that during the school day and school activities SRO will be working primarily with school personnel, City and the Chief of Police will give school administrators significant discretion to direct SRO. During the school year, SRO shall report to School District administration and City Police Chief. Additionally, during the school year, SRO's work schedule shall generally be under the direction and control of School District. If SRO is in need of time off or a schedule change during the school year, SRO shall seek approval from both City Police Chief and School District administration. If City and School District have a disagreement regarding SRO's schedule, then City shall make the final determination. However, City shall diligently work to accommodate School District schedule. City shall have full control over SRO's schedule outside of the school year. School year is generally defined as the contract days of School District teachers. Upon request of either party, each party will work in good faith with the other party to make adjustments to SRO's schedule in and out of the school year. School District will take all reasonable measures to prevent SRO from working overtime hours due to SRO responsibilities. If SRO does work overtime hours, the parties will work together so that the party causing the overtime pays the costs of such overtime. In the event of a conflict between the direction given by the Chief of Police and School District administrators, then the matter shall be resolved as set forth in Section 5 of this Agreement.
7. School District understands there are going to be times due to City staffing needs, emergency, or other police department needs when SRO will not be able to fulfill certain SRO responsibilities. School District will support City and SRO in performing needed assignments for City. Except in emergency situations, City/SRO will provide School District with reasonable notice in the event City assignments will prevent SRO from fulfilling certain SRO assignments.
8. Every three (3) years the School District administration and City Chief of Police will do a joint evaluation of the officer acting as the SRO under this Agreement. Such evaluation will include interviews with the SRO and other interested officers, if any. As part of that evaluation, School District administration and Chief of Police will determine whether the current

officer should continue acting as SRO or if another officer should fill the SRO position.

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 for School District students, staff, and patrons. SRO shall emphasize the use of restorative approaches to address negative behavior. Additionally, SRO shall be a positive role model for students. SRO shall also work in a cooperative, proactive, problem-solving manner to facilitate the good will and relationship among City and School District.
2. SRO shall promote and provide for school safety and building security.
3. SRO may provide training to students and employees on School District policies as directed by School District.
4. SRO shall identify Safety Concerns within the School.
5. SRO shall develop problem-solving strategies with school administrators and staff and collaboratively develop a comprehensive school safety plan with school administration.
6. SRO shall follow School District policies, which include DAI Employee Standards of Conduct.
7. As directed, SRO shall attend and participate in applicable school meetings, teach law enforcement classes to students, communicate and coordinate with the school principals and other appropriate school administrators concerning the needs of the school and its students.
8. In coordination with school administrators, SRO may provide presentations to the school in safety, crime prevention, bullying, etc., and may also provide additional services to the school if available.
9. City Police Department and 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.
10. City and School District understand that SRO may use measures to secure school property pursuant to established protocols of City Police Department and School District in the event of an emergency situation that

requires the activation of emergency response procedures (i.e., critical incident protocols such as “lockdown” and “lockout”).

11. SRO will be a visible, active law enforcement figure dealing with school law enforcement matters at school and at school activities. SRO will comply with the professional dress code set by City Chief of Police.
12. 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.
13. 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 policies to the administration offices for discipline to be taken by school administrators.
14. 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 the school administration or the SRO.
15. 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. After consultation, a determination will be made as to whether such matters will be best handled by the school administration or the SRO.
16. SRO shall 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 law enforcement to the school community.
17. SRO will share information with school administrators about persons and conditions pertaining to school campus safety concerns to the extent allowed by law and City Police Department policies.
18. 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 the school administration.

19. SRO shall notify the school administration upon removing a student from the school campus.
20. To the extent allowed by and appropriate under applicable law and policy, SRO shall notify a parent as soon as possible when minor students are issued a criminal citation or arrested on school property.
21. If a student arrest is warranted, SRO shall use the least disruptive and the least intrusive manner reasonably available to conduct the arrest of the student. 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. 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 the student is subject to arrest.
23. 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. SRO shall become familiar with School District's student conduct and discipline policies.
25. SRO and each principal of a school where the SRO will work, or such principal's 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 may 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; (1) 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 the school secure, (l) developing and supporting successful relationships with students, and (m) legal parameters of searching and questioning students on school property. If training is required during the school day, School District and City Police Department will coordinate together to provide coverage for SRO's classes and responsibilities at the school.

26. City and School District may coordinate and jointly fund other beneficial training opportunities for SRO and school administrators.
27. SRO shall perform other tasks assigned by school administration so long as these tasks are reasonably related to SRO's job duties as outlined herein.

C. Duties of School Administrators.

1. School administrators shall provide SRO with appropriate school administrator names and contact information to facilitate communication.
2. School administrators shall provide an office/storage or workspace for SRO's materials and personal effects.
3. School administrators shall provide classroom, equipment, and supplies for classes taught by SRO.
4. School Administrators will perform the appropriate and/or necessary functions to allow SRO to complete the duties outlined herein.
5. School administrators will facilitate SRO-initiated investigations and actions.
6. School administrators will provide ongoing feedback to City Chief of Police for SRO evaluation purposes. Areas of needed improvement may be implemented by the school administration but will be enforced by City Chief of Police.
7. School administrators should notify the SRO responding to a school-based infraction if any student involved has a disability with an accompanying Individualized Education Program ("IEP"), Section 504 Plan, or Health Care Plan, and who therefore may require special treatment or accommodations.

D. Student Rights

SRO Search and Seizure:

1. 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. SRO should follow state and federal law and City police department policies and procedures when conducting searches of persons and/or property.
3. Except in the event of exigent circumstances, SRO shall inform school administrators prior to conducting a “probable cause” search.
4. 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:

5. 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 Juab School District Policy.
6. 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.

SRO Student Questioning:

7. **Student as Alleged Perpetrator.** SRO may only question a student about conduct that could expose the student to arrest or criminal charges according to the following guidelines:
 - a. Definitions.
 - i. Interrogation – Any express questioning or any words or actions that are reasonably likely to elicit an incriminating response.
 - ii. Friendly Adult – means an adult 1) that has an established relationship with the child to the extent the adult can provide meaningful advice and concerned help to the child should the need arise and 2) who is not hostile or adverse to the student’s interest. Utah Code Ann. § 80-6-206. A

friendly adult only applies if 1) there is reason to believe that the student's parent or guardian has abused or threatened the student, or 2) the child's parent's or guardian's interest is adverse to the child's interest.

- b. If a student under the age of 18 years is in custody and subject to interrogation for an offense, the student may not be interrogated unless:
 - i. The student has been advised of his/her constitutional rights and the right to have a parent, guardian, or friendly adult present during the interrogation,
 - ii. The student has waived the student's constitutional rights,
 - iii. The student's parent, guardian, or a friendly adult was present during the student's waiver of rights and has given permission for the student to be interrogated, or if the student is in the custody of the Division of Child and Family Services and a guardian ad litem has been appointed for the student, the guardian ad litem has given consent to interview the child as described in Utah Code Ann. § 62A-4a-415.
- c. A student's parent, guardian, or friendly adult (if applicable) is not required to be present for the student's waiver or give permission for the interrogation of the student if:
 - i. The student is emancipated,
 - ii. The student has misrepresented the student's age as being 18 years old or older and the SRO has relied on that misrepresentation in good faith, or
 - iii. SRO has 1) made reasonable efforts to contact the student's parent, guardian, or friendly adult (if applicable) and 2) has been unable to make contact within one hour after the time in which the student is in custody.
- d. 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 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 has been satisfied.

- e. 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,
8. **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. In the event of an investigation involving alleged child abuse or neglect, the parent / legal guardian of a student who is interviewed by the SRO should be informed in accordance with applicable Utah law that an interview has taken place.
 - 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. In the event of an investigation involving alleged child abuse or neglect, the parent / legal guardian of a student who is interviewed by the SRO should be informed in accordance with applicable Utah law that an interview has taken place.
 - c. The SRO shall inform school administrators prior to questioning a 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.
9. The SRO should follow CJC guidelines when dealing with victims under the age of 18.
10. 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 School District policy. In conjunction therewith, the SRO who is requesting permission to interview a student at school must sign the Confidential School Liability Release Form and follow CJC guidelines.

11. SRO - Student Conversations. In general, conversations between the SRO and students will be on school campuses.
12. 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. § 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.” 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

13. School administrators shall allow the SRO to inspect and copy any public records, including student “directory information,” maintained by the school to the extent allowed by state and federal law and Juab School District Policy.
14. 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.
15. 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 Juab School District Policy.

E. All Juab School District Schools

The respective duties, responsibilities, and procedures set forth in this Section Seven for the SRO and school administrators in Juab School District shall be applicable to all elementary and secondary schools in Juab School District even if SRO is assigned to a specific school(s).

Section 9 – 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 10 – 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 School District materially breaches this Agreement and fails to make corrections as set forth in Section Eight above, City may terminate this Agreement and cease providing a School Resource Officer to Juab School District.

Section 11 – Governing Law, Jurisdiction, and Venue

All questions with respect to the construction of this Agreement and all rights 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 Juab County, State of Utah.

Section 12 – Costs of Enforcement

In the event a party enlists the services of an attorney or the court system to enforce the terms of this Agreement, then the prevailing party shall be entitled to recover the reasonable attorney's fees and costs it incurs in enforcing the Agreement. Prior to taking a dispute to court, the parties shall make a good faith effort to resolve the matter through mediation.

Section 13 – Notice

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

Section 14 – Term and Termination

The Term of this Agreement shall from January 1, 2023, through June 30, 2026. This Agreement shall automatically renew for additional three-year term(s) unless either party provides the other party ninety (90) days written notice of its intent not to renew this Agreement. Either party may terminate this Agreement for any or no reason and at any time by giving the other party written notice at least ninety (90) days prior notice. This Agreement may be terminated at any time upon mutual agreement of the parties.

Section 15 – Appropriation of Funds

The parties' obligations under this Agreement are expressly subject to the appropriation of funds by the School District's Board of Education and the City Council. 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 16 – 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 and the acts of 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 that are the result of 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 17 – 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. Not Assignable. This Agreement is specific to the parties hereto and is therefore not assignable.
- E. Binding Effect. This Agreement shall bind the parties and their respective successors and assigns.
- F. 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.
- G. Time. Time is of the essence of each term, provision, and covenant of this Agreement.
- H. 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.
- I. 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.
- J. 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.
- K. 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.

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Section 18 – Legal Representation

- A. The parties acknowledge that the initial draft of this Agreement was prepared by Kasey L. Wright who is counsel for City and School District.
- B. The parties acknowledge that Kasey L. Wright has advised each of them to seek independent legal review and analysis of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

Dated this the _____ day of _____, 2023.

JUAB SCHOOL DISTRICT

By: Linda Hanks
Its: Board President

Dated this the _____ day of _____, 2023.

NEPHI CITY

By: Justin Seely
Its: Mayor

ATTEST:

CITY RECORDER

