

SCHOOL RESOURCE OFFICER
INTERLOCAL COOPERATION AGREEMENT

This SCHOOL RESOURCE OFFICER INTERLOCAL COOPERATION AGREEMENT (the “Agreement”), is made and entered into by and between the following political subdivisions of the state of Utah: BOARD OF EDUCATION OF JORDAN SCHOOL DISTRICT (the “School District”), and CITY OF BLUFFDALE, CITY OF HERRIMAN, CITY OF RIVERTON, CITY OF SARATOGA SPRINGS, CITY OF SOUTH JORDAN, and CITY OF WEST JORDAN (collectively the “Cities” and each individually a “City”).

WITNESSETH

WHEREAS, pursuant to the provisions of the Utah Interlocal Cooperation Act, Utah Code Annotated, Section 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, pursuant to the provisions of the Utah Code Annotated, Section 53G-8-703, which provides in part that the School District may contract with a law enforcement agency to provide school resource officer services at its schools pursuant to School District Board review and approval of this Agreement;

WHEREAS, the School District and Cities, through their respective governing bodies, have voluntarily determined that the interests and welfare of the public within their respective jurisdictions will best be served by this Agreement to provide for joint and cooperative action in regards to having a School Resource Officer (“SRO”) to maintain safe schools, improve school climate, and support educational opportunities for students while serving at the middle schools and high schools in the School District (“Secondary Schools”) and such other schools or locations as a City and the School District may determine in writing from time to time;

WHEREAS, the Cities’ SRO Programs will provide the outreach to school administrators, parents, students, businesses and the community for stakeholder involvement in problem solving and solutions and enable the Cities’ Police Departments and School District to form valuable partnerships and promote ongoing continued relationships that will benefit the community, which collective effort will help the Cities’ Police Departments to provide the best public safety services to better protect citizens and support officers in their law enforcement work;

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

WHEREAS, this Agreement shall replace and supersede any agreements or memoranda of understanding approved and executed previously by the School District and the Cities regarding school resource officers.

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 August 1, 2022 and shall continue for a period of up to five (5) years, unless sooner terminated as provided herein. Following the initial five-year term, this agreement shall be renewed for successive one-year periods, with a total term not to exceed 50 years, unless a party requests termination or modification of this agreement for a specific party.

SECTION TWO
ADMINISTRATIVE ENTITY

The Cities 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 SROs to serve at the District's Secondary Schools or such other school or place as a City and the School District may specifically determine from time to time. Each separate City only agrees to provide SROs to serve at the Secondary Schools or other schools or places listed in the "ADDENDUM FOR LOCATION OF SRO SERVICES" specific to each City as attached hereto. Each City's ADDENDUM FOR LOCATION OF SRO SERVICES may be separately renegotiated in writing from time to time after staff from the City and the School District have met and discussed new or changing circumstances in that City. Any such amendments or updates to a specific City's ADDENDUM FOR LOCATION OF SRO SERVICES shall not impact the terms and conditions of this Agreement as to any other City and need not be approved by any City not expressly impacted by the amendment.

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. Each City shall budget and be responsible for all payments related to the employment of its SROs. Beginning with the 2022-23 school year, each City shall send an invoice to the School District on an annual basis following the completion of the school year for payment of the services of the City's SROs as agreed to in writing between the School District and City, which base total cost to the School District is sixty-five thousand dollars (\$65,000) per full-time SRO. In each subsequent year of this agreement after the 2022-23 school year, the base cost for each full-time SRO shall be increased by two- thousand five hundred dollars (\$2,500). 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 services of the SROs as on a pro-rata basis depending upon the length of the school year remaining.

After providing services for extra duty assignments to cover events at schools as requested by a school, a City shall send an invoice to the requesting school for payment. Beginning with the 2022-23 school year, a City shall charge the school a fee based on \$67.00 per hour, per officer for the extra duty assignment services provided. In each subsequent year of this Agreement after the 2022-23 school year, the per hour, per officer fee for extra duty assignment services shall increase by 5%. The invoice shall be paid within thirty (30) days of receipt by the school.

SECTION FIVE **ADMINISTRATOR**

Pursuant to Utah Code Annotated, Sections 11-13-103(13) and 11-13-207, the parties agree that the District shall act as administrator responsible for this Agreement. This Agreement does not anticipate nor provide for any organizational changes in the Cities or the School District. The powers of the District as administrator of this Agreement shall be limited to any ministerial functions necessary for the good and effective execution of the Agreement, such as any necessary record keeping and notifying all Cities of any termination by an individual City. Unless the Agreement specifically and expressly provides for the contrary, the administrator shall have no control over the operation, policies, directions, or similar substantive matters of any City police department as it relates to any SRO or otherwise.

SECTION SIX **FILING OF AGREEMENT**

A copy of this Agreement shall be placed on file in the Office of the City Recorder of each 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**

I. Employment of School Resource Officers

- a. The SROs shall be employees of a City's Police Department and shall be subject to the administration, supervision and control of their employing Police Department.
- b. A City will furnish any training state law requires and as is needed for the operation of this Agreement to each SRO it employs.
- c. A City will provide each SRO it employs with uniforms and equipment.
- d. The SROs shall be subject to all personnel policies and practices of their employing Police Department, except as such policies or practices may be specifically and explicitly modified by the terms and conditions of this Agreement.

- e. A City's Police Department, in its sole discretion, shall have the power and authority to hire, discharge, and discipline the SROs it employs. However, the School District and a City's Police Department will jointly discuss SRO applicants, including specifically that the principal primarily working with the SRO will be given the opportunity to meet with the SRO candidate prior to the assignment of the SRO to their assigned school.
- f. As employees of a City's Police Department, SROs will be subject to the chain of command of their employing Police Department.
- g. If a principal is dissatisfied with a SRO who has been assigned to that principal's school, then that principal may request that the Chief of Police or his or her designee assign a different officer as the SRO for that school. Such a request to the Chief of Police will occur after the principal has met with the SRO's Supervisor to discuss concerns and allow a reasonable amount of time for the SRO's Supervisor to remediate the issues, unless the concerns are of such a nature to warrant, in the opinion of the principal, bringing them immediately to the attention of the Chief of Police. The Chief of Police shall make every reasonable effort to expeditiously assign a new SRO for that school if possible. A City's Police Department reserves the right to remove/re-assign any SRO at any time and for any reason so long as notification is given to the School District.
- h. The SRO and the principal (or designee) at the school where a SRO will be working will jointly complete the SRO training described in Utah Code Annotated, Section 53G-8-702. If training is required during the school day, a City's Police Department will make a good faith effort to cover the SRO's classes and responsibilities in the school during such training.
- i. The School District acknowledges and agrees that as law enforcement officers employed by a City, SROs may be called upon to respond to emergency situations away from their assigned school. This Agreement shall not be interpreted to prevent a SRO from responding to an emergency when the SRO's employing Police Department determines the SRO's response is needed.
- j. Each city and police department will make their best efforts to provide SROs to the schools during days when the students are in class. Police departments will strive to have SRO specific training take place during times when school is not in session and will make a good faith effort to provide another officer to fully or partially fulfill any absent SRO's duties, particularly when that SRO is teaching a class. In the event an assigned SRO needs to be absent from their assigned school for five or more consecutive school days, and no substitute is provided by the department to fully or partially fulfill the SRO's duties, the School District shall be credited the proportional daily amount of that year's annual fee for any days the SRO is absent and a substitute is not provided. The credit shall be applied as an offset to that City's school year invoice. The daily amount of the year's annual fee shall be calculated by dividing the school year's annual reimbursement rate, as described in Section 4, by the number of days students are in class during the school year.
- k. When a City assigns police officer(s) extra duty assignments to provide law enforcement services and presence during school events at schools within the

City's geographic jurisdiction as requested by the School District (e.g. football games, basketball games, or other types of events), a City will offer such assignments to its officers in the following order:

- 1) To the SROs assigned to the middle schools in the high school feeder system holding or sponsoring the event. A "high school feeder system" shall be defined for purposes of this paragraph as all schools that feed into a specific high school, including the high school itself.
 - 2) To the SRO assigned to the high school in the high school feeder system for the school holding or sponsoring the event.
 - 3) To any other SRO employed by the City.
 - 4) To other police officers employed by the City.
1. Each City's Police Department welcomes regular feedback from the school's principal or principal's designee where its SROs are assigned, to address concerns and/or provide compliments on the SRO's performance of their duties.

II. Duties of School Resource Officers

- a. The mission 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 in the School District by working in a cooperative, proactive, problem-solving partnership between the Police Department and the School District.
- b. One SRO will be assigned to each of the schools identified in each City's separate ADDENDUM FOR LOCATION OF SRO SERVICES to build partnerships, enhance community-policing activities, identify problems within the schools, develop problem solving strategies with school administrators and staff, and collaboratively develop a comprehensive school safety plan with school administrators, staff, and the District's Risk Management. A City's SRO assignments shall be communicated to the School District in writing at the beginning of each school year, but such SRO assignments are subject to change at any time in the employing Police Department's discretion after informing the assigned school of the change in SRO assignment.
- c. Additional SRO services may be assigned to instruct the D.A.R.E. curriculum at the School District's elementary schools, as a City and the School District may determine from time to time. Any such additional SRO services agreed to between a City and the School District shall be memorialized in each City's ADDENDUM FOR LOCATION OF SRO SERVICES.
- d. As coordinated with schools, SROs may provide additional presentations to the schools in safety, crime prevention, and bullying. When lawful, permissible, and practical the SROs should respond to requests for assistance by schools to address problems or meet school needs and they may also provide additional appropriate police services to the School District's schools in the City they are employed by.
- e. The SROs and the SROs' supervisor(s) will meet regularly to identify problems and in conjunction with school staff solve issues at the assigned schools they provide SRO services to under the City's ADDENDUM FOR LOCATION OF

SRO SERVICES.

- f. A City through its SROs will work closely with the School District to improve the social and behavioral skills of students in order to maximize their ability to achieve academically and become successful, contributing citizens. Issues to be addressed include substance abuse, violence reduction, social skills and other areas of School District and community concern.
- g. A City's Police Department and the School District understand that SROs may use any measures to secure school property as followed through established protocols of the SRO's employing Police Department in the event of an emergency situation that requires "lock-down."
- h. The SRO will be a visible active law enforcement figure dealing with law enforcement matters. The SRO shall confer with the principal (or designee) to resolve an offense that is a minor violation of the law but would not violate the law if the offense was committed by an adult, which originates or continues on the campus of the school assigned to the SRO. As to school policy violations, the SRO will take the student to the principal's office for discipline to be taken by the school officials.
- i. The SRO will, to the extent practicable, differentiate between disciplinary issues and crime problems and respond appropriately, de-escalating school-based incidents whenever possible.
 - 1) SROs are responsible for criminal law issues, not school discipline issues.
 - 2) Absent a real and immediate threat, SROs shall refer to school administration any offenses identified by the SRO that fall within the scope of Utah Code § 53G-8-211(3); such offenses shall be handled as student discipline matters and not referred to juvenile court, prosecutors, or other law enforcement officers.
- j. A SRO may be involved in school discipline when it pertains to preventing a disruption that would, if ignored, place students, faculty, visitors and staff at risk of harm. In such circumstances, the SRO may resolve the problem to preserve the safe school climate. In all other cases, disciplining students is a School District responsibility and the SRO will take students who violate school policies or the school's code of conduct to the principal's office for discipline to be taken by school officials.
- k. The SRO shall initiate positive interaction with students in the classroom and general areas of the assigned 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.
- l. The SRO will share information with the assigned school's administrator about persons and conditions pertaining to campus safety concerns.
- m. As partners with the School District, a SRO may, when appropriate, permitted by law, and allowed by the SRO's City and Police Department policies, assist with resolving law enforcement issues that affect the School District and the broader community.
- n. A SRO shall notify school administration upon removing a student from a school

campus.

- o. A SRO shall notify parents as soon as possible when students are ticketed, cited, or arrested.
- p. If a student's arrest is warranted, a SRO shall use the least disruptive and the least obtrusive manner reasonably available in the SRO's judgment to conduct the arrest of the student. An SRO should make their best effort to be accompanied by a school principal or vice principal when arresting a student unless exigent circumstances require otherwise for the safety of the student, School Resource Officer, and/or others.
- q. A SRO shall question students in a manner and a time when it has the least impact on the student's schooling, so long as the delay in questioning does not interfere with the effectiveness of an investigation. Any questioning or interviewing of a student by an SRO shall also comply with all applicable laws and the policies of the SRO's employing Police Department.
- r. School administrators shall handle routine discipline (e.g., tardiness, loitering, use of profanity, dress code violations, disruptive or disrespectful behaviors, etc.) within the school and without involving the SRO in an enforcement capacity (issuing citations) unless it absolutely necessary or required by law.
- s. The SRO shall become familiar with School District's student discipline policies.
- t. The SRO will make reasonable efforts to inform the principal when the SRO will be out of the building due to training, temporary assignments or vacations and will, when possible, not arrange vacations while school is in session.
- u. At the request of the School District, the SRO will teach a vocational law enforcement class.
- v. The SRO shall make their best effort to be substantially present on school premises when school is in session and make their best effort to be visible to and/or interacting with students for a substantial portion of each school day, including during the thirty minutes before and after school and during class breaks.

III. Duties of School District Administrators

- a. Provide the Cities and Police Department providing SRO services a School District "point of contact" to facilitate communication.
- b. Provide an office/storage or workspace for SROs' materials and personal effects.
- c. Provide students, classroom, equipment, and supplies for classes taught by SROs.
- d. Differentiate between disciplinary issues and crime problems and respond appropriately.
- e. Facilitate SRO-initiated investigations and actions.
- f. Provide ongoing feedback to the SRO's Police Department designee for evaluation purposes.
- g. Notify SROs responding to a school-based infraction if any student involved

- possesses disabilities and/or an Individualized Education Plan (“IEP”) and who therefore may require special treatment or accommodations.
- h. The School District acknowledges that SROs may be required by law, policy, and procedures to attend mandatory trainings and/or meetings. The Cities and School District agree that if an SRO has training or mandatory meetings during the school day, the SRO’s Police Department will make a good faith effort to cover the SRO’s responsibilities in the SRO’s assigned school.
 - i. A school principal or principal’s designee is encouraged to provide regular feedback to the SRO’s supervisor to address any concerns and/or provide compliments on the performance of the SRO’s duties.

IV. Respect for Student’s Rights

- a. A SRO may conduct or participate in a search of a student’s person, possessions, or locker 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.
 - 1) It is recommended that in addition to having probable cause, a SRO should follow Federal and Utah state law and their Police Department’s policies and procedures applicable to conducting searches of persons and property which may require a search warrant before conducting a search of a student’s property under her or his control.
 - 2) The SRO shall inform school administrators prior to conducting a probable cause search where practicable.
 - 3) The SRO shall not ask school officials to search a student’s person, possessions, or locker in an effort to circumvent the student’s probable cause protections.
- b. At the School District’s own risk, a school official may conduct a search of a student’s person, possessions, or locker where there is a reasonable suspicion to believe that the search will turn up evidence that the student has violated or is violating either the law or the rules of the school, and the search is justified in scope given such suspicion.
 - 1) Absent a real and immediate threat to students, teachers, the SRO, or public safety, a school official shall not ask a SRO to be present or participate in such a search. Even if the SRO is requested to be present, the SRO retains the complete discretion to not participate in such search without repercussions from the School District other than as provided for under Section Seven, Part I, Paragraph g.
- c. A SRO may question a student about criminal conduct that could expose the child to court-involvement or arrest so long as state and federal laws with respect to question of students are followed, including laws with respect to questions of children under the age of 14.
 - 1) The SRO shall inform school administrators prior to questioning the student when practical.
 - 2) The SRO shall not ask a school official to question a student in an effort to

circumvent these protections applicable to questioning minors and children.

- 3) Other conversations between SROs and students will be held on the premise of building relationships to help develop a healthy learning environment and promote pro-social behaviors.
- d. Strip searches of children by either school officials or SROs is prohibited.
- e. A SRO shall not use physical force or restraints on a child, including handcuffs, Tasers, mace, or other physical or chemical restraints unless a student's actions pose a threat or they are subject to arrest.

V. Access to Education Records

- a. School officials shall allow SROs to inspect and copy any public records, including directory information, maintained by the school to the extent allowed by law.
- b. If some information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals ("Health/Safety Emergency"), school officials shall disclose to the SRO the information that is needed to respond to the emergency situation based on the seriousness of the Health/Safety Emergency, the need of the information to meet the Health/Safety Emergency, and the extent to which time is of the essence. However, there may be circumstances when it is not possible for an SRO to obtain an immediate response from school officials in connection with a request for information in response to a Health/Safety Emergency. For example, the SafeUT Crisis Chat and Tip Line has a feature whereby students attending Utah schools enrolled in the SafeUT program can submit confidential tips through the SafeUT app., which may include threats of violence and other emergencies. Those types of tips may not be limited to school hours and in some circumstances may be routed directly to a City's Police Department. In furtherance of the health and safety of School District's students and other individuals that may be at risk, it is the desire of School District and Cities that a City's Police Department—through its SROs—be able to access student education records to identify students who may be particularly at risk based on specific, articulable threats or other information available to the parties through the SafeUT Crisis Chat and Tip Line, SafeUT app, or other information available to a City's Police Department. The School District agrees to grant SROs employed by a City's Police Department access to the School District's student information system under the following circumstances and provided the following safeguards are followed:
 - 1) The student information system will be accessed only in the event of a Health/Safety Emergency specifically involving the school community as set forth in FERPA and its associated regulations, specifically 34 C.F.R. § 99.31(10), 99.32, and 99.36.
 - 2) All SROs and those officers to whom the SROs directly report (i.e. Special Services Sergeant, Special Services Lieutenant) will be assigned a unique user name and password for purposes of auditing access;

- 3) Usernames and passwords will not be shared;
 - 4) Prior to independently accessing the School District's student information system, the SRO and/or those officers to whom the SRO directly reports will engage in a good faith effort to obtain the permission of a designated school administrator or District Emergency Operations Manager.
 - 5) If the nature of the Health/Safety Emergency dictates an immediate response and a school official cannot be reached for permission, the SRO and/or those officers to whom the SRO directly reports may access the student information system.
 - 6) After each and every access to the School District's student information system after school hours in a Health/Safety Emergency, the SRO will provide the School District with the information required to be recorded by 34 C.F.R. § 99.32. This information shall be provided as soon as possible, but not later than 72 hours of such access.
- c. The grant of access to the School District's student information system provided herein may be terminated by the School District at any time, and without advance notice, if the School District:
- 1) determines that access protocols are not being followed;
 - 2) is informed by any federal or state agency that such access is not in compliance with FERPA or other applicable law; or
 - 3) determines in the good faith exercise of its discretion that granting continued access is no longer in the best interest of the School District or its students.
- d. If an SRO needs confidential student record information, but no Health/Safety Emergency exists, the information may be released only as allowed by law.

VI. Law Enforcement Units

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

VII. Access to School Security Video

- a. As it relates to access to the School District's school security equipment, the District Law Enforcement Unit may have the technological ability to grant to a City's Police Department remote access to live video streams from certain of the School District's school security equipment.
- b. Each City agrees that the City's Police Department shall access live video streams only when, in the reasonable judgment of the School's Law Enforcement Unit (including SROs), an emergency situation threatens the life, health, or safety of the School District's students or other individuals, and not in connection with any other law enforcement purposes.
- c. Each City agrees that any access to live video streams by any employee of a City Police Department other than a SRO, shall be documented along with the nature of the health or safety emergency, and that the record of access shall be provided to the District's Emergency Operations Manager within 72 hours of such access.

SECTION EIGHT **NOTICE OF DEFAULT; CORRECTIVE ACTION**

The failure of any party to this Agreement to comply with each and every term and condition of this Agreement shall constitute a breach of this Agreement. A party shall have thirty (30) days after receipt of written notice of a breach from another party 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 a breach 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. 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 cure the breach as set forth in Section Eight above, a City may terminate this Agreement and cease providing SROs.

SECTION TEN **GOVERNING LAW, JURISDICTION, AND VENUE**

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

SECTION ELEVEN
COSTS OF ENFORCEMENT

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

SECTION TWELVE
NOTICE

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

JORDAN SCHOOL DISTRICT, 7387 South Campus View Drive, West Jordan, Utah, 84084.
BLUFFDALE CITY, 2222 West 14400 South, Bluffdale, Utah, 84065
HERRIMAN CITY, 5355 W Main St, Herriman, Utah, 84096
RIVERTON CITY, 12830 South Redwood Road, Riverton, Utah, 54065
SOUTH JORDAN, 1600 W Towne Center Dr, South Jordan, Utah, 84095
SARATOGA SPRINGS, 367 South Saratoga Road, Saratoga Springs, Utah, 84045
WEST JORDAN, 8000 South Redwood Road, West Jordan, Utah, 84088

SECTION THIRTEEN
TERMINATION

A party may terminate this Agreement with another specific party for any or no reason and at any time by giving the other party at least sixty (60) days prior written notice of the same. Unless specifically indicated, the agreement shall remain valid as to other non-terminating parties.

SECTION FOURTEEN
APPROPRIATION OF FUNDS

Each party's obligations under this Agreement are expressly subject to the appropriation of funds by a City Council and/or the School District's Board of Education. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the obligations under this Agreement, the parties collectively or any singular party as to themselves may terminate this Agreement.

SECTION FIFTEEN **INDEMNIFICATION**

The parties are governmental entities under the Governmental Immunity Act of Utah (the “Immunity Act”), Utah Code Annotated Sections 63G-7-101 to -904, as amended. Consistent with the terms of the Immunity Act, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts, which it commits or which are committed, by its agents, officials, or employees. No party waives any defenses otherwise available under the Immunity Act nor does any party waive any limits of liability now or hereafter provided by law.

SECTION SIXTEEN **GENERAL PROVISIONS**

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

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

C. Amendments. This Agreement may be modified only by a writing signed by the impacted parties.

D. Covenants and Conditions. Each provision of this Agreement performable by a 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. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other and all genders 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.

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

DATED this ____ day of _____ 2022.

BLUFFDALE CITY

_____, Mayor

ATTEST:

_____, City Recorder

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

Bluffdale City Attorney

DATED this ____ day of _____ 2022.

CITY OF HERRIMAN

_____, Mayor

ATTEST:

_____, City Recorder

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

Herriman City Attorney

DATED this ____ day of _____ 2022.

CITY OF RIVERTON

_____, Mayor

ATTEST:

_____, City Recorder

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

Riverton City Attorney

DATED this ____ day of _____ 2022.

CITY OF SARATOGA SPRINGS

_____, Mayor

ATTEST:

_____, City Recorder

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

Saratoga Springs City Attorney

DATED this ____ day of _____ 2022.

CITY OF SOUTH JORDAN

_____, Mayor

ATTEST:

_____, City Recorder

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

South Jordan City Attorney

DATED this ____ day of _____ 2022.

CITY OF WEST JORDAN

_____, Mayor

ATTEST:

_____, City Recorder

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

West Jordan City Attorney

DATED this 26 day of July 2022.

BOARD OF EDUCATION OF
JORDAN SCHOOL DISTRICT



Tracy Miller, Board President

ATTEST:



John Larsen, Business Administrator

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



Jordan School District Legal Counsel

