INTERLOCAL COOPERATION AGREEMENT
FOR THE PROVISION OF SCHOOL RESOURCE OFFICERS
IN CERTAIN WASHINGTON COUNTY SCHOOL DISTRICT SCHOOLS

This Interlocal Cooperation Agreement (hereinafter referred to as "Agreement") is entered into by and between the City of St. George, a Utah municipal corporation (hereinafter individually referred to as "St. George"), Ivins City, a Utah municipal corporation (hereinafter referred to as "Ivins"), Santa Clara City, a Utah municipal corporation (hereinafter individually referred to as "Santa Clara"), Washington City, a Utah municipal corporation, (hereinafter individually referred to as "Washington"), Washington County, a body corporate and politic of the State of Utah (hereinafter individually referred to as "County"), and Washington County School District, a body corporate and politic of the State of Utah (hereinafter "District"), hereinafter collectively referred to as "Parties."

RECITALS:

WHEREAS, the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, authorizes public agencies, including political subdivisions of the State of Utah, to enter into mutually advantageous agreements for joint and cooperative action; and

WHEREAS, each of the Parties is a public agency as defined in Title 11, Chapter 13, Utah Code Annotated, and is authorized to enter into this Agreement; and

WHEREAS, St. George, Santa Clara, Ivins and the District entered into an Interlocal Cooperation Agreement for the Provision of School Resource Officers in Certain Washington County School District Schools for the 2004-2005 school year; and

WHEREAS, the term of the Agreement was for 10 years and each party continued to operate under its terms and continued to be bound by its obligations; and

WHEREAS, the Parties desire to enter into a new Agreement; and

WHEREAS, the Parties, through their respective governing bodies, have determined that the interests and welfare of the general public will best be served by this Agreement; and

WHEREAS, the governing bodies of the Parties have, by resolution, agreed to coordinate and finance the placing of police officers as School Resource Officers, (hereinafter referred to as 'Officers") in public schools for the protection and safety of school property and the students; and

WHEREAS, the Parties' Police Department has the resources to provide officers and manages the school resource officer program.

NOW, THEREFORE, in consideration of the mutual covenants and benefits set forth herein, and further valuable consideration, the receipt, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT:

1. **Purpose:** The purpose of this Agreement is to provide Officers for designated schools within the Washington County School District.
2. **Assignment of Officers**. The Parties shall determine the schools where Officers will be assigned on an annual basis at least six (6) months before the beginning of the academic year. Each determination on whether to place Officers in a school shall require a majority vote of the Parties that would be required to fund the officer under this Agreement. Votes shall be weighted in accordance with the percentage of funding provided by the entity for the officer being proposed for each school. Notwithstanding the language in Section 1 or 2 of this Agreement, the placement of an officer in a school shall be subject to the

availability of personnel and resources of any Party's Police Department as determined by any Party's City Council. Should any Party's City Council determine that the personnel or resources are unavailable, the Parties to the agreement that are affected by the decision shall be entitled to a refund of monies paid in advance for the time the officer was unavailable at the school to which the Officer was assigned.

3. **Funding:** The funding of the program beginning academic year 2022-2023 shall be as follows:

   Washington County School District: 50% of the overall cost. The remaining 50% shall be divided among the remaining Parties in the following manner:

   City of St. George: Pro-rata according to the number of St. George resident students enrolled in the school.

   Ivins City: Pro-rata according to the number of Ivins City resident students enrolled in the school.

   Santa Clara City: Pro-rata according to the number of Santa Clara City resident students enrolled in the school.

   Washington City: Pro-rata according to the number of Washington City resident students enrolled in the school.

   Washington County: Pro-rata according to the number of Washington County resident students enrolled in the school.

4. **Program Costs:** Each Party will provide to each other Party a breakdown of the annual cost of the School Resource Officer program along with each party's annual contribution by March 31 or each year. The costs of the program shall include the following:

   a. The salary of the officer including benefits and payroll taxes;

b. The equipment necessary for each officer in accordance with the established policies of each Party's Police Department;

c. Vehicle costs provided for each officer;

d. Insurance costs related to each officer and automobile;

e. Any other costs as determined by the Parties to this Agreement by a majority vote of the board.

5. **District Contribution:** The District agrees to provide office space, a telephone, necessary office equipment such as a desk and chairs, and other equipment as agreed upon by the District and the St. George Police Department.

6. **Grants and other Funds:** The Parties to this Agreement agree to cooperate with the St. George Police Department and the District to secure grants and other funding sources to help offset the costs of this program. The Parties shall make reasonable efforts to pursue such funding and cooperate in making funding applications and/or requests. All monies received from such funding shall be used in accordance with the terms of the funding requirements and applied to the costs of funding this program pursuant to Paragraph 3 of this Agreement.

7. **No Separate Entity Created.** This is an Agreement for joint and cooperative action of the Parties and no separate entity is created.

8. **Administration of Agreement:** This agreement shall be administered by a board comprised of each Party's Chief of Police, the County Sheriff, or his/her designee and the District's Superintendent or his/her designee. Unless otherwise authorized by this Agreement, the board shall have advisory power only.

9. **Personnel:** The Officers provided under this Agreement shall at all times be employees of and under the control of each Party's Police Department and subject to the policies and procedures established by each Party's Police Department.
10. **Term:** The term of this Agreement shall be ten (10) years from the effective date.
11. **Renewal:** This Agreement shall renew for successive five (5) year periods unless a Party gives six (6) months written notice prior to the renewal date.
12. **Effective Date.** This Agreement becomes effective upon the adoption of a resolution approving this Agreement by the governing body of each of the Parties and the Agreement is filed with the keeper of the records of each of the Parties.
13. **Residency.** An Officer assigned to a school may do so notwithstanding any residency requirement of any party to the Agreement that an officer or employee be a resident of the public agency.
14. **Withdrawal/Termination by Participant:** A Party to this Agreement may withdraw from participation by giving written notice of withdrawal to all parties, served by certified mail, no later than six (6) months prior to the ensuing fiscal year, i.e., the fiscal year that has not been budgeted and/or approved. For purposes of this Agreement, the fiscal year shall be July 1 to June 30. The notice of withdrawal shall be a resolution of the Participant's legislative body, signed by its executive, and shall be addressed to each Participant's municipal or county executive, and the Superintendent of the District.
15. **Property**. Any property acquired to equip the officers under this Agreement shall become the property of that Police Department. Any office space and office equipment provided by any party shall remain the property of that party. Any property acquired with

grant money acquired to fund the Officers shall become the property of that Party unless otherwise agreed to in writing by all the parties to this Agreement.

16. **Powers, Immunities, and Privileges of Officers**. While performing duties under this Agreement, whether inside or outside the Officer's own jurisdiction and pursuant to UCA 11-13-202 and 11-13-203.5, each Officer assigned under this Agreement shall possess:
    a. All law enforcement powers that the Officer possesses within the Officer's own jurisdiction, including the power to arrest; and
    b. The same immunities and privileges as if the duties were performed within the Officer's own jurisdiction.
17. **Indemnification**. Each of the Parties agrees to hold the others harmless and to indemnify the others for the acts of its employees, officers, and agents.
18. **Governing Law; Modification of Agreement**: All questions with respect to the construction of this Agreement and the rights and liabilities of the Parties hereto shall be governed by the laws of the State of Utah. This Agreement may not be amended, changed, modified, or altered except by an instrument in writing, approved and executed by the governing bodies of each of the Parties hereto.
19. **Counterparts.** This Agreement may be executed in counterparts.
20. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the dates listed below.

SIGNATURES ON THE NEXT PAGE

CITY OF ST. GEORGE

Mayor

Date: January 19, 2023

Chief of Police

Date: 1/24/23

ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney

IVINS CITY

Mayor

Date:

Chief of Police

Date:

ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney

SANTA CLARA CITY

Mayor

Date:

Chief of Police

Date:

ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney

WASHINGTON CITY

_____ Date:_____
Mayor

_____ Date:_____
Chief of Police

ATTEST:

_____
City Recorder

APPROVED AS TO FORM:

_____
City Attorney

WASHINGTON COUNTY

_____ Date:_____
County Commission Chair

_____ Date:_____
Washington County Sheriff

ATTEST:

_____
County Clerk

APPROVED AS TO FORM:

_____
County Attorney

WASHINGTON COUNTY SCHOOL DISTRICT

_____ Date:_____
Board Chair

ATTEST:

_____
Clerk

APPROVED AS TO FORM:

_____
Attorney