

CITY OF MOAB RESOLUTION No. 21-2023

**A RESOLUTION BETWEEN THE CITY OF MOAB AND THE GRAND
COUNTY SCHOOL DISTRICT AUTHORIZING MOAB POLICE
OFFICERS TO SERVE AS SCHOOL RESOURCE OFFICERS IN DISTRICT
SCHOOLS**

RECITALS

WHEREAS, the Grand County School District (“**District**”) owns and operates educational facilities and provides educational services to children residing within the boundaries of Grand County and the municipal boundaries of the City of Moab (the “**City**”); and

WHEREAS, the District needs school resource officers (“**SROs**”) to perform law enforcement related services in connection with its facilities and programs; and

WHEREAS, the City employs trained law enforcement officers who are qualified to act as School Resource Officers (“**SROs**”); and

WHEREAS, the District and the City are public agencies under Utah law; and

WHEREAS, Utah Code § 11-13-202 authorizes two or more public agencies to execute interlocal agreements to carry out joint or cooperative actions, including the provision of law enforcement services; and

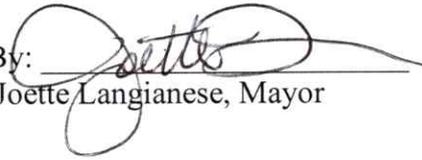
WHEREAS, the District and the City desire to enter an Interlocal Cooperation Agreement as authorized in Utah Code, Title 11, Chapter 13, the Interlocal Cooperation Act, for their mutual advantage and to provide SRO services efficiently and effectively on District property and in connection with District programs.

NOW, THEREFORE, BE IT RESOLVED BY THE MOAB CITY COUNCIL THAT:

1. The attached interlocal agreement is approved pursuant to Utah Code §§ 11-13-202 and 11-13-202.5.
2. City staff are authorized to take all steps needed to implement the interlocal agreement.
3. The interlocal agreement is not intended to create an interlocal entity.
4. This resolution is effective immediately upon its execution.

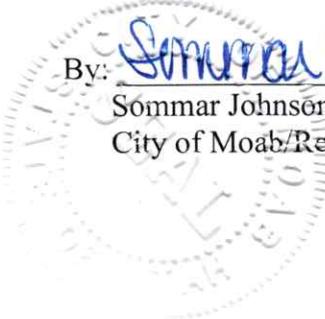
[execution on following page]

APPROVED AND ADOPTED in Moab, Utah, this 22nd day of August 2023.

By: 
Joette Langianese, Mayor

ATTEST

By: 
Sommar Johnson
City of Moab/Recorder



**INTERLOCAL AGREEMENT for SCHOOL RESOURCE OFFICERS
by and between MOAB CITY and the BOARD OF EDUCATION OF
GRAND COUNTY SCHOOL DISTRICT**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2023, by and between the **GRAND COUNTY SCHOOL DISTRICT**, in Moab, Grand County, State of Utah, (the “**District**”), and **MOAB CITY CORPORATION**, in Moab, Grand County, State of Utah, (the “**City**”). The District and the City are referred to collectively as the “**Parties**” and individually as a “**Party**” as the context may require.

RECITALS

A. The District is a School District organized and existing pursuant to and in accordance with the Constitution and statutory laws of the State of Utah.

B. The City is a Municipal Corporation organized and existing pursuant to and in accordance with the Constitution and statutory laws of the State of Utah.

C. The District owns educational facilities and provides educational services to children residing within the boundaries of Grand County.

D. The City employs trained law enforcement officers qualified to act as School Resource Officers (“SROs”).

E. The District has need for SROs to perform law enforcement related services in connection with its facilities and programs.

F. Utah Code Ann. § 11-13-202 authorizes two or more public agencies to enter into interlocal agreements to carry out joint or cooperative actions, including the provision of law enforcement services.

G. The City and the District desire to enter an Interlocal Cooperation Agreement as authorized in Utah Code, Title 11, Chapter 13, Interlocal Cooperation Act, for their mutual advantage and to provide SRO services efficiently and effectively on District Property and in connection with District programs.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions as hereinafter set forth, the District and the City hereby agree as follows:

1. DURATION OF AGREEMENT

This Agreement shall continue and remain in full force and effect until December 31, 2027, unless terminated by the mutual consent of both Parties or terminated in accordance with the termination provisions contained herein.

2. ANNUAL REVIEW, COSTS, AND SERVICES

A. District's Cost of SRO/Invoicing and Payments: For each school year covered by this Agreement, the District agrees to pay, and the City agrees to accept, as full and complete compensation to the City for the SROs, an amount equal to 33% of the 12-month salary of the assigned SRO(s). The City agrees to invoice the District on an annual basis by September 1st of each year. Invoices are due and payable by the District in full within thirty (30) days of the date of the invoice.

B. Additions to SRO Staffing: The City will include in its annual invoice any additions to SRO staffing requested by the District during the school year, on a prorated basis, based on 50% of the additional SRO's total compensation.

C. Fund Availability: The City and the District acknowledge that: (i) neither Party irrevocably pledges present cash reserves for payment in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of either Party. The Parties understand and agree that any expenditure of the City shall extend only to funds appropriated by the City Council for the purpose of this Agreement, encumbered for the purpose of the Agreement, and paid to the City.

D. Coordination: Representatives of each Party shall meet annually to review the continued applicability of the provision of SRO services and the associated reimbursements outlined in this Agreement. If the Parties are unable to agree upon the continued applicability of the provision of services and the associated payments during the annual review, this Agreement may be terminated by either Party as outlined in Section 17 below.

E. Updates on Policies and Procedures: The District shall provide current versions and any updates to the District's policies, regulations, and procedures, Utah State Board of Education policies, regulations, and procedures, and the Family Educational Rights and Privacy

Act, 20 USCA § 1232g (FERPA) at the expense of the District.

3. PURPOSE

The purpose of this Agreement is to provide a legal means for the Parties to efficiently and effectively provide SROs to District facilities and programs to accomplish the following:

A. To maintain safe schools, improve school climate, and support educational opportunities for students;

B. To foster educational programs and activities to increase student knowledge of and respect for the law and the function of law enforcement agencies, which may, at the District's request, include teaching a vocational law enforcement class;

C. To provide for and maintain a safe, healthy, and productive learning environment in a school; act as a positive role model to students; work to create a cooperative, proactive, and problem-solving partnership between law enforcement and the District; and emphasize the use of restorative approaches to address negative behavior;

D. To report serious crimes that occur on campus and to cooperate with the law enforcement officials in their investigation of crimes that occur at school; and

E. To cooperate with law enforcement officials in their investigations of criminal offenses which occur off campus that involve District employees, facilities, or students.

4. DESIGNATION OF SCHOOL RESOURCE OFFICER

A. The City shall designate and/or assign one of its law enforcement officers to act as and provide SRO services during the term of this Agreement. The City and the District will coordinate the distribution of time between High School, Middle School, Elementary School, and Preschool to maximize the value of the officer.

B. Both Parties agree to jointly discuss SRO applicants. Any SRO shall at all times remain an employee of the City and shall be subject to the administration, supervision, and control of the City, except as outlined in this Agreement;

C. The City will accept feedback from the District about an SRO's performance. The City, in its sole discretion, shall have the power and authority to hire, discharge, or discipline any SRO;

D. In the event any SRO is absent from work, the City agrees upon request

from the District to make reasonable efforts to assign a substitute SRO to provide necessary services to that campus during the regularly-assigned SRO's absence; and

E. Special circumstances may occur from time to time beyond the control of the City which may temporarily remove the SRO from the schools as listed herein without replacing the officers for the duration of the special circumstances. In such instances, the City will respond to emergency situations or criminal acts in a reasonable manner.

5. BASIC QUALIFICATIONS OF SCHOOL RESOURCE OFFICERS

In designating and assigning law enforcement officers to act as SROs pursuant to this Agreement, the City shall consider the following qualifications and traits of the law enforcement officer who:

A. Shall be a sworn and P.O.S.T.-certified law enforcement officer in good standing with at least two years of law enforcement experience;

B. Shall possess a sufficient knowledge of the applicable federal and state laws, City, and County ordinances, District regulations, and Utah State Board of Education policies and regulations as applicable to SROs;

C. Shall timely complete any training required by Utah Code § 53G-8-702 and Subsection 53G-8-703(g).

D. Shall be capable of conducting in-depth criminal investigations;

E. Shall possess an even temperament and set a good example for students;
and

F. Shall possess communication skills which would enable the officer to function effectively within the school environment.

6. DUTIES OF SCHOOL RESOURCE OFFICERS:

SROs shall provide the following services pursuant to the terms of this Agreement.

A. Protect lives and property for the residents and public-school students of the District;

B. Enforce federal, state, and local criminal laws and ordinances within their jurisdiction, except:

1. SROs shall not enforce school administrative regulations or codes of conduct;
2. Infractions of school rules should be handled at the school level;
3. SROs should be available to the school for advice, assistance, and consultation; and
4. School administrators should handle issues that are the exclusive concern of school officials and do not constitute a violation of the law.

C. The SRO will coordinate with school administrators to differentiate between school disciplinary issues and criminal issues, and regarding student offenses that constitute a minor violation of the law and 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, or 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.

D. Investigate criminal activity committed on or adjacent to school property;

E. Counsel public school students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the principal or the principal 's designee or by the parents of a student;

F. Answer questions that students may have about Utah criminal or juvenile laws;

G. Assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned;

H. Assist in providing security for special school events or functions at the request of the principal or the principal's designee;

I. Provide traffic control and enforcement at schools when considered necessary for the safety and protection of students and the general public;

J. Notify the SRO's immediate supervisor and the school principal or the principal's designee when absent from work due to illness, training, vacation, or an agency emergency;

K. Notify the SRO's immediate supervisor and the School Safety Coordinator, if applicable, of any event that could cause media representatives to inquire about a newsworthy incident;

L. Submit all incidents and arrest reports to the SROs' agency according to its departmental policy;

M. Maintain communications with Moab City Police Department, school supervisors, school administration, and school safety personnel through assigned radios, pagers, voicemail, and cellular phones. Voicemail and e-mail should be checked each working day for any broadcast messages;

N. Assist the administration and faculty in formulating criminal justice programs if implemented in the assigned school; and

O. Formulate educational crime prevention programs designed to reduce the opportunity for crimes to occur.

7. DISTRICT'S RIGHTS AND RESPONSIBILITIES

A. The District may request the removal or reassignment of any SRO for any reasonable cause the District provides in writing to the Police Department after making at least one (1) attempt to correct the problem with the SRO. The Police Department shall consider the District's input when determining the removal or reassignment of any SRO, but the Police Department shall have the final decision concerning the removal or reassignment of any SRO pursuant to its policies and procedures.

B. If a situation arises in which the District believes that the SRO's presence at a school constitutes a direct and immediate threat to the safety and well-being of students, teachers, or any other member of the District community, the District may direct the SRO to leave the premises and not return until the District has resolved the issue with either the Police Department of the particular SRO.

C. The District's administrators shall:

- 1.** Provide the Police Department and District "point of contact" to facilitate communication regarding SROs;
- 2.** Provide SROs with a desk, chair, computer, office work area, keys for school access, and secure storage for weapons, ammunition,

confidential records and personal effects;

3. Provide time for principals or designees and the assigned SROs to attend an SRO training or orientation at the beginning of a school year, as well as any other required trainings and meetings that the Police Department may require;
4. Provide the attendees, classroom, equipment, and supplies for any classes the SRO may teach;
5. Be solely responsible for handling routine administrative and school discipline (code of conduct) issues, unless the applicable school's administration determines SRO involvement is necessary to address a serious or immediate threat to the safety of an individual or the public;
6. Maintain records of any tickets, citations, or arrests the SROs may report and, when appropriate, discuss with the SRO whether the underlying actions have any ramifications for the District or its individual schools;
7. Arrange meetings with the SRO as needed by a school's administration;
8. De-escalate school-based incidents whenever possible;
9. Include the SROs in school-wide trainings regarding school code of conduct and discipline;
10. Request SRO assistance immediately to address criminal conduct that threatens the safety of students or others on school property;
11. Assist with any SRO-initiated investigations and actions as needed;
12. Provide on-going feedback to the Police Department designee for evaluation purposes;
13. Notify responding SROs if any student has a disability or any other issue requiring special treatment or accommodations.

8. CHAIN OF COMMAND

As employees of the City, SROs shall follow the chain of command as set forth in the Moab City Police Department Policies and Procedure Manual. In the performance of their duties, SROs shall coordinate and communicate with the principal or the principal's designee of the school to which they are assigned.

9. TRAINING

A. Training of SROs for the purpose of maintaining their law enforcement certification shall be at the direction and expense of the City.

B. The City and District are jointly responsible for ensuring that the training required by Utah Code Subsection 53G-8-703(g) is provided and completed by both the SRO and principal or principal's designee before the beginning of each academic year, or in the event of assignment of a new SRO, as soon as reasonably possible upon such assignment. Training of principals and SROs shall be at each parties' respective expense.

C. Should additional training be required by laws, ordinances, court orders, or other contractual agreements, the City and District shall jointly ensure that such training is provided and occurs in a timely fashion.

D. The District may also provide training to remain current with other Utah State Board of Education policies, regulations, and procedures and the Family Educational Rights and Privacy Act, 20 USCA § 1 232g (FERPA) at the expense of the District.

10. DRESS CODE

Dress for the SRO will be the uniform of the day, as set forth by the SROs.

11. SUPPLIES AND EQUIPMENT

The City agrees to provide each SRO with the following equipment:

A. Motor Vehicles: The City shall provide a standard patrol vehicle for each SRO. In addition, the City agrees to provide all maintenance for such vehicles and purchase and maintain comprehensive general auto liability insurance on the said vehicles in an amount not less than the coverage recommended by the Risk Manager for the City;

B. Weapons and Ammunition: The City agrees to provide the standard issue pistol and rounds of ammunition for each SRO;

C. **Office Supplies**: The City agrees to provide each SRO with the usual and customary office supplies and forms required in the performance of the SRO's duties;

D. **Communication**: The City agrees to provide SROs with the necessary communication equipment.

12. **DUTY HOURS**

Specific SRO duty hours at a particular school shall be set by mutual agreement between the City and the principal or the principal's designee of the school to which the SRO is assigned.

13. **INVESTIGATION, INTERROGATION, SEARCH, AND ARREST PROCEDURES**

A. The protections afforded an individual suspected of wrongdoing are different for law enforcement officials than for school administrators. 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. 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.

B. As it relates to law enforcement investigations, it is the SRO's responsibility to assure that the SRO's actions regarding involvement in investigations and searches comply with the applicable standards and to assure any evidence obtained is admissible in a court of law, including but not limited to Utah Code § 80-6-206 when engaged in a custodial interrogation of a minor on school property.

C. 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.

D. Absent a real and immediate threat to any person or to 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. Searches by school administrators or other school employees are to be conducted according to the District's student search policy which is attached to this Agreement as Exhibit A.

E. When investigating an allegation that a student may have committed an offense that is a class C misdemeanor, an infraction, or a status offense on school property, the

SRO may refer the student to a prosecuting attorney or a court of law in collaboration with the school administrator or designee and in compliance with Utah Code Subsection 53G-8-211(4) and other applicable law. Working with the school principal or the principal's designee, the SRO may refer the student to evidence-based alternative interventions and shall notify the school principal or the principal's designee before removing a student from campus who has been placed into temporary custody.

F. When investigating an allegation that a student may have committed an offense on school property that is a Class A Misdemeanor, a Class B Misdemeanor, or a Felony, the SRO may refer the matter to a prosecuting attorney or a court of law in collaboration with the school administrator or designee in compliance with state code.

G. 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.

H. SRO may assist with resolving law enforcement issues that affect the students, the school, the 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 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.

I. 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, or others.

J. 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.

K. To the extent required or 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.

L. SRO shall notify the school administration upon removing a student from the school campus.

14. ACCESS TO EDUCATION RECORDS

SROs shall be designated as “law enforcement units” for the purposes of school records as permitted by the Family Educational Rights and Privacy Act, 20 USCA § 1232g (FERPA). Schools may freely share information about students with their SROs for the purpose of maintaining safe schools. As it relates to FERPA, the parties mutually understand as follows:

A. Records or files which the SRO creates and maintains for any law enforcement purposes rather than school disciplinary purposes are not student education records and are not protected by FERPA. These law enforcement unit records may be disclosed to third parties without parental consent in accordance with applicable provisions of law;

B. Law enforcement officials other than the SRO may inspect and copy education records designated by the District as directory information, including but not limited to information such as yearbooks, as well as other records maintained by the District designated as public pursuant to Utah’s Government Records Access and Management Act (“GRAMA”). However, law enforcement officials may not inspect or copy student education records not designated as directory information except in emergency situations, in which case the emergency shall be documented as required by FERPA;

C. A student’s education records as defined by FERPA may include video.

D. If information in a student education record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to other law enforcement officials that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone’s health or safety, the need of the information to meet the emergency situation, and the extent to which time is of the essence; and

E. If confidential student records information is needed, but no emergency situation exists, the information may be released to other law enforcement officials only (1) upon the issuance of a search warrant or subpoena to produce the records and subject to FERPA’s provisions regarding parental notification of issuance of same; (2) with written consent of the student’s parent or guardian, or (3) as otherwise provided by law and District policy.

15. ACCESS TO SECURITY FEED

To provide faster response times to emergencies in our communities, the District shall provide limited, cost free, live access to its closed caption security cameras (hereinafter “Security Feed”) to the City’s Police Department. The District will maintain all software related to the transmission of this Security Feed to the City and will provide password-protected accounts to the

City's Police Department employees by which they can access to the Security Feed as follows:

A. Access to the Security Feed by Police Department employees other than the assigned SROs shall be limited to emergency situations requiring an expedited response; each instance of access to the Security Feed shall be promptly documented, along with the nature of the emergency requiring access;

B. The City may not allow its employees to view Security Feeds of schools located outside the City's jurisdiction;

C. The City may not allow employees to use another employee's account;

D. The City shall report to the District any security concern or instances of unauthorized access as soon as possible; and

E. The District reserves the right to suspend or cancel the City's access to the Security Feed unilaterally for cause or not for cause.

16. LIABILITY AND INDEMNIFICATION

A. 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.

B. Each Party agrees to maintain public liability insurance, including general liability coverage and worker's compensation coverage, in an amount recommended by the Party's insurance carrier. City acknowledges that District is a participant in the Utah State Risk Management Fund; nothing in this Agreement shall require District to carry additional or different insurance.

17. EARLY TERMINATION PROVISIONS

This Agreement may be terminated at any time by either Party giving written notice to the other Party of its intent to terminate this Agreement, which notice shall be given not less than ninety (90) days prior to termination.

18. INTERLOCAL COOPERATION ACT REQUIREMENTS

The Parties shall comply with the following requirements:

A. This Agreement will be authorized by resolution of the governing body of each Party pursuant to Utah Code § 11-13-202.5;

B. This Agreement will be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Utah Code § 11-13-202.5;

C. A duly executed original counterpart of this Agreement will be filed with the keeper of records of each Party, pursuant to Utah Code § 11-13-209;

D. Except as otherwise specifically provided herein, each Party will be responsible for its own costs and expenses hereunder, and for any financing of such costs; and

E. No separate legal entity is created by the terms of this Agreement. There shall be no personal property acquired jointly by the Parties as a result of this Agreement and nothing contained herein shall be construed to create any fiduciary relationship between the Parties. The respective managers of the City and the District are hereby appointed and empowered to take such cooperative action or undertaking as necessary to administer this Agreement and to carry out the terms hereof.

F. This Agreement will not take effect until: (1) the Parties have approved the Agreement pursuant to Utah Code Ann. § 11-13-202(2); (2) the attorney authorized to represent each Party has approved the Agreement as to form pursuant to Utah Code § 11-13-202.5; and (3) each Party has filed the Agreement with the keeper of their respective records pursuant to Utah Code Ann. § 11-13-209. Thereafter, this Agreement will terminate on December 31, 2027.

19. ASSIGNMENT

Neither Party hereto may assign this Agreement or any interest therein without first obtaining the written consent of the other Party. Any attempt to assign any right or privilege

connected with this Agreement without the prior written consent of the other Party shall be void.

20. BINDING

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective officers, agents, employees, representatives, subcontractors, volunteers, successors, or assigns.

21. AMENDMENTS

This Agreement may be amended only in writing signed by the Parties hereto. A copy of each amendment shall be given to each of the Parties and attached to and incorporated into this Agreement as an Addendum with the date of applicability corresponding with the fiscal year of the District.

22. NO WAIVER OF IMMUNITY

Officers and employees performing services pursuant to this Agreement shall be deemed to be officers and employees of the Party employing their services even if performing functions outside of the territorial limits of such Party, and shall be deemed officers and employees of such Party under the provisions of the Utah Governmental Immunity Act. Nothing herein shall be construed to waive any of the privileges and immunities available to either Party and their employees under the Government Immunity Act of Utah, Utah Code, Title 63G, Chapter 7, and as amended hereto.

23. NO THIRD-PARTY BENEFICIARIES

This Agreement is not intended to benefit any party or person not named as a Party.

24. SEVERABILITY

If any portion of this Agreement is held to be unenforceable or invalid for any reason by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

25. APPROVAL BY GOVERNING BODY

This Agreement shall not be effective until approved by the officer vested with executive power of the governing body of each Party and filed as duplicate originals with the official keeper of records of each Party.

26. ENTIRE AGREEMENT AND BINDING EFFECT

The Parties hereto agree that this Agreement contains the entire agreement and understanding between the Parties and therefore constitutes their entire agreement and supersedes any and all oral representations and agreements made by either Party prior to the date hereof with respect to the subject matter of the Agreement, which is binding upon the successors of the respective Parties.

27. NOTICES

Any notices, requests, and demands required or desired to be given hereunder shall be in writing and shall be emailed, served personally upon the Party for whom intended, or mailed by certified mail, return receipt requested, postage prepaid to such Party at its address shown below:

Moab City
c/o City Manager
217 E. Center Street
Moab, UT 84532
ccastle@moabcity.org

Grand County School District
c/o District Administrator
264 S. 400 E.
Moab, UT 84532
kayt@grandschools.org

Any Party may change its address or notice by giving written notice to the other Parties in accordance with the provisions of this Section.

28. DISPUTE RESOLUTION

The Parties agree to make good faith efforts in resolving any dispute arising out of or in relation to this Agreement. In attempting to resolve any disputes, the District's Security Coordinator and the City's Chief of Police shall be involved. If the Parties be unable to resolve a dispute or in the event of litigation arising from this Agreement, and the services of an attorney are required to enforce this Agreement or litigate the matter, the defaulting Party agrees to pay reasonable attorney's fees and costs.

[signature pages follow]

IN WITNESS WHEREOF, the Parties hereto have signed this Interlocal Cooperation Agreement the day and year first above written.

**BOARD OF EDUCATION OF
GRAND COUNTY SCHOOL
DISTRICT**

MOAB CITY

By: MELISSA BYRD
Board President

By: JOETTE LANGIANESE
Mayor of Moab City

ATTEST:

By: KLINT YORK
Business Manager

By: SOMMAR JOHNSON
Moab City Recorder

APPROVED AND REVIEWED AS TO
PROPER FORM AND COMPLIANCE
WITH APPLICABLE LAW:

APPROVED AND REVIEWED AS TO
PROPER FORM AND COMPLIANCE
WITH APPLICABLE LAW:

JOAN M. ANDREWS
Legal Counsel

NATHAN BRACKEN
City Attorney

STATE OF UTAH)
) SS.
GRAND COUNTY)

On the ____ day of _____ 2023, personally appeared before me JOETTE LANGIANESE and SOMMAR JOHNSON, who being by me duly sworn did say, each for herself that she, JOETTE LANGIANESE, is the Mayor of Moab City, and that she, SOMMAR JOHNSON, is the Moab City Recorder, and that the foregoing instrument was signed on behalf of Moab City and each did duly acknowledge to me that Moab City executed the same and that the seal affixed is the seal of Moab City Corporation.

NOTARY PUBLIC
Residing at:
My Commission Expires: