

Resolution No. 16-31

RESOLUTION OF SOUTH OGDEN CITY APPROVING AN MEMORANDUM OF UNDERSTANDING WITH WEBER STATE UNIVERSITY FOR SHARING OF POLICE INFORMATION, AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE IMMEDIATELY UPON POSTING AND FINAL PASSAGE.

WHEREAS, the City Council finds that the City of South Ogden ("City") is a municipal corporation duly organized and existing under the laws of Utah; and,

WHEREAS, the City Council finds that in conformance with Utah Code ("UC") § 10-3-717 the governing body of the city may exercise all administrative powers by resolution including, but not limited to regulating the use and operation of municipal property and programs; and,

WHEREAS, the City Council finds that Weber State University ("WSU") is currently providing law enforcement services ("Services"); and,

WHEREAS, the City Council finds that provision of Services requires the ongoing exchange of information with other law enforcement agencies; and,

WHEREAS, the City Council finds that WSU often has a need to share information with City; and,

WHEREAS, the City Council finds that the sharing of this law enforcement information is beneficial to both parties and city citizens in particular; and,

WHEREAS, the City Council finds that the city staff recommends that the city contract with WSU for the provision of exchanging law enforcement information between each agency as part of the Services; and,

WHEREAS, the City Council finds that the public convenience and necessity requires the actions contemplated,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF SOUTH OGDEN AS FOLLOWS:

SECTION II - CONTRACT AUTHORIZED

That The City Manager Is Authorized To Negotiate Any Remaining Details Under Any Proposed Memorandum Of Understanding With WSU For Ongoing Exchange Of Information With Other Law Enforcement Agencies, Specifically South Ogden Police Department, As Part Of WSU's Services As Set Out Above And Then To Sign, And The City Recorder Is Authorized To Attest, Any And All Documents Necessary To Effect This Authorization And Approval.

SECTION III - PRIOR ORDINANCES AND RESOLUTIONS

The body and substance of all prior Resolutions, with their provisions, where not otherwise in conflict with this Resolution, are reaffirmed and readopted.

SECTION IV - REPEALER OF CONFLICTING ENACTMENTS

All orders, and Resolutions regarding the changes enacted and adopted which have been adopted by the City, or parts, which conflict with this Resolution, are, for such conflict, repealed, except this repeal shall not be construed to revive any act, order or resolution, or part repealed.

SECTION V - SAVINGS CLAUSE

If any provision of this Resolution shall be held or deemed or shall be invalid, inoperative or unenforceable such shall not have the effect of rendering any other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Resolution being deemed the separate independent and severable act of the City Council of South Ogden City.

SECTION VI - DATE OF EFFECT

This Resolution shall be effective on the 20th day of September, 2016, and after publication or posting as required by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY, STATE OF UTAH, on this 20th day of September, 2016.

SOUTH OGDEN CITY

James F. Minster
Mayor

ATTEST:

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

Resolution No. 16-31

Resolution Of South Ogden City Approving An Memorandum Of Understanding With Weber State University For Sharing Of Police Information, And Providing That This Resolution Shall Become Effective Immediately Upon Posting And Final Passage.

20 Sep 16

[Attachment to be provided by Police Department]

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into effective _____, 2015, by and between the City of [South Ogden](#), Utah, a municipal corporation under the laws of the State of Utah, (hereinafter referred to as the “City”) and Weber State University, an educational institution, public body, and independent agency of the State of Utah (hereinafter referred to as the “University”). The City and the University may, from time to time herein, be collectively referred to as “the Parties.”

WHEREAS, the City and the University have a long history of cooperation regarding their shared mutual interests in a strong, safe, and vibrant [South Ogden](#) community; and

WHEREAS, the City has a department, the [South Ogden](#) Police Department ([SOPD](#)), that is the principal law enforcement agency in the City of [South Ogden](#), Utah, that exercises such authority and jurisdiction granted by the laws of the State of Utah; and

WHEREAS, the University employs a unit of certified law enforcement officers, the Weber State University Police Department (WSUPD), that exercises such authority and jurisdiction granted by the laws of the State of Utah; and

WHEREAS, the University has an Affirmative Action/Equal Opportunity office (AA/EO) that serves as the Title IX Coordinator and, in coordination with WSUPD, is responsible for investigating complaints of discrimination and sexual harassment, which includes sexual assault, domestic violence, dating violence and stalking; and

WHEREAS, the [SOPD](#) and WSUPD also work cooperatively when appropriate to protect the health, safety and welfare of the University’s students and employee community, and the [South Ogden](#) community generally; and

WHEREAS, the City and the University agree that crime occurring on campus and in certain areas off campus is a serious problem that warrants the Parties’ continued cooperation, collaboration, and communication, to the extent allowable under law, and further agree to assist crime victims and ensure appropriate prosecution of responsible persons when a crime affecting a University student or employee occurs in the City; and

WHEREAS, in recognition of the University's obligations under federal law to collect crime statistic information, provide timely and emergency warnings, and provide certain trainings to the University community and acknowledging that the City may, but is not legally required to, cooperate in assisting the University to fulfill its obligations,

WHEREAS, the parties desire to promote and maintain a continued, harmonious working relationship and cooperative effort between the parties, with the further understanding that it is not the intention of the parties to make either entity responsible or liable for the actions or omissions of any personnel from the other entity, and any such liability or responsibility is expressly denied by the parties; and

WHEREAS, the parties desire to further clarify how the parties may cooperate in the future in certain circumstances, as more fully described herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

1. **Sexual Violence, Domestic Violence, Stalking.** As set forth herein, the parties agree to confer and cooperate, to the extent permitted by law, regarding incidents of sexual violence, domestic violence, and stalking involving a University student or employee-victim. For purposes of this MOU sexual violence means rape, sodomy, and sexual assault. Nothing in this MOU shall be construed as requiring SOPD to share information with the University if SOPD reasonably believes that doing so would jeopardize its criminal investigation. It is understood between the parties that SOPD need not specifically investigate whether or not all victims of sexual violence, domestic violence, or stalking are University students or employees. The cooperation envisioned herein arises if SOPD becomes aware in the course of their investigation that the victim is a University student or employee.

a. The University and SOPD agree to communicate regularly during their respective investigations, to the extent permitted by law and to the extent deemed appropriate by the parties. The parties recognize the need to balance the interests of the criminal process and WSU's obligations under the federal law.

b. SOPD agrees to notify WSUPD of a report of sexual violence, domestic violence, or stalking involving a University student or employee-victim. SOPD will provide WSUPD with the victim's name and basic information about the incident. In some cases, WSU may need to take immediate interim action(s) to protect the victim(s) and keep the campus safe. However, upon SOPD's request, WSU will delay taking action to the extent reasonably possible to prevent interference with SOPD's criminal investigation. Upon such notice by SOPD, WSU will limit

sharing of information regarding the incident to only those administrative units with a need to know to protect the campus community. In such cases, SOPD will notify WSU when it has completed its initial investigation and that further sharing of information by WSU will not interfere with SOPD's criminal investigation.

c. When WSUPD or AA/EO office receives a report of sexual violence, domestic violence, or stalking, from a victim, WSUPD or AA/EO will inform the victim of WSUPD's and AA/EO/AA's coordination with SOPD. WSUPD and/or AA/EO will make the victim aware of the victim's [Bill of Rights as outlined in Utah Criminal Code 77-37-3 and the](#) right to make a criminal report, if the victim desires. Upon request, WSUPD and/or AA/EO will coordinate and assist the victim in contacting SOPD. Taking into consideration the wishes of the victim, WSUPD or AA/EO may provide the victim's name and basic information about the incident to SOPD to assist in coordination of the administrative and criminal investigations.

d. WSUPD and/or AA/EO will provide SOPD with a one page information sheet regarding the University's administrative complaint process, protective measures, and campus resources. SOPD agrees that its investigators will strive to provide the information sheet to student or employee-victims interviewed in cases involving sexual violence, domestic violence, or stalking. SOPD agrees to include such information on its future victim resource cards or other appropriate materials.

e. Upon request, the parties will provide one another with information and records to the extent allowed or required by law and in accordance with applicable policy, state, and federal law.

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2. **Collection of Crime Statistics.** The University is required by federal law to collect and publish statistics for reports of certain federally defined incidents and crimes, including crimes that occur on and around campus. As part of that obligation, the University must request crime statistics from SOPD annually. SOPD agrees to cooperate with the University and undertake reasonable efforts to respond to the University's request for this information.

3. Emergency Notification and Crime Alerts.

a. The parties acknowledge that the University is required by federal law to have an emergency notification process to alert the campus community about significant emergencies or dangerous situations that pose an immediate threat to the health or safety of students or employees occurring on campus. The University is also required by federal law to issue timely warnings

to alert the campus community about crimes that pose a serious or continuing threat to safety when a crime is ongoing or may be repeated.

b. If SOPD is aware of a significant emergency, dangerous situation, or ongoing crime that poses an immediate threat to the health and safety of the University's students, faculty or staff, SOPD will notify WSUPD so that WSUPD can determine whether an emergency notification or timely warning should be issued by the University.

4. **Training.** The parties agree to collaborate to provide education and training opportunities of interest to the parties. Specific education and training opportunities will be separately agreed to by the parties, and may include the following.

a. The parties agree to share information about education and training opportunities that may be of interest to the other party and to share information from training sessions of mutual interest.

b. The University agrees to provide training to SOPD personnel regarding the University's obligations under federal law, including the Clery Act and Title IX, to respond to incidents of sexual violence, domestic violence, and stalking involving members of the University community. This training may include information about University policies and procedures, the differences between the University's administrative process and the criminal process, university resources, and other information that would be of value to SOPD.

c. SOPD agrees to allow WSUPD to participate in trainings, including those for employees with responsibility for investigating and responding to matters of sexual violence, domestic violence, and stalking and those for employees providing support services to parties involved in matters of sexual violence, domestic violence, and stalking.

d. Upon mutual agreement by the representatives of the parties who are coordinating an education or training program, the parties may extend invitations to community partners to participate in the program.

5. **Quarterly Meetings.** The parties agree to meet quarterly at agreed upon times, or as otherwise agreed to by the parties, to discuss matters relating to this MOU, including:

a. Critically evaluate and discuss the effectiveness of the cooperation of the parties pursuant to this MOU and identify areas for improvement;

b. Review and confirm the accuracy of the information contained in materials (such as the information sheet and victim resources) handed out pursuant to this MOU; and

c. Discuss any other matters of importance to the parties.

6. **Termination.** Either party to the MOU may terminate it upon 30 days' prior written notice without necessity of demonstrating cause; provided, however, that either party may terminate this MOU immediately upon written notice to the other party in the event that such action is necessary for significant health or safety issues or to comply with applicable law.

7. **Modification.** This MOU may be modified only in a writing signed by both Parties. The Parties shall endeavor to examine this MOU biennially, to ensure compatibility and effectiveness with any changes in laws, policies, or circumstances.

8. **Severability.** If any provision of this MOU is held by a court of competent jurisdiction to be illegal or unenforceable, the remaining provisions of this MOU shall not be affected and shall be read as if the MOU did not contain the particular provision held to be invalid, unless to do so would contravene the present valid and legal intent of the parties.

9. **No Third Party Beneficiary.** This MOU is not intended to benefit any third party, nor shall any person who is not now or in the future a party hereto be entitled to enforce any of the rights or obligations of a party under this MOU.

10. **Applicable Law.** This MOU shall be governed and interpreted in accordance with the laws of the State of Utah.

11. **Approval and Authorization.** Each of the parties warrants and represents by the execution of this MOU that it has been approved by its legal counsel as to form and legality, and that the execution, delivery and performance of this MOU by such party has been duly authorized.

12. This MOU is strictly for internal management purposes for each of the institutions. It is not legally enforceable and shall not be construed to create

any legal obligations on the part of either party. This MOU shall not be construed to provide a private right or cause of action for or by any person or entity. Nothing in this MOU authorizes or is intended to obligate the institutions to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value. Nothing in this MOU shall be interpreted to limit or otherwise affect any authorities, rights, powers, or privileges accorded to either party under any law or regulation.

IN WITNESS WHEREOF, the undersigned hereto have executed this MOU this ___ day of _____, 2016.

THE CITY OF SOUTH OGDEN

THE WEBER STATE UNIVERSITY

Matthew Dixon
City Manager, South Ogden City

Dane LeBlanc
Chief of Police, Weber State University