

MOU between Snow College Public Safety and Ephraim City Police Department

September 25, 2019 *JW* OFFICIAL

I. Changes and Updates

- a. Police Records Management System (eFORCE): In a 12 month period Snow College Public Safety will either:
 - i. Obtain its own RMS (Records Management System); or
 - ii. Pay to Ephraim City the amount of \$1200 annually for the shared use of the RMS system. Snow College Public Safety then agrees to abide by Ephraim City Police Policy 322.1.1 Report Preparation:

*Employees should ensure that reports are sufficiently detailed for their purpose and free from errors prior to submission. **It is the responsibility of the assigned employee to complete and submit all initial reports within 3 working days.** Officers with the Ephraim Police Department generally handle a case from beginning to end. The officer should complete follow-up reports to their assigned cases as information becomes available so that proper documentation can be maintained.*

- b. TAC (Terminal Agency Coordinator): Within 90 days Snow College Public Safety will provide its own TAC services.
- c. Ephraim City Police Department evidence room and processing: Within 90 days, Snow College Public Safety will make arrangements to store and process their own evidence

II. Working Relationship:

- a. Snow College Public Safety and the Ephraim City Police Department traditionally have had a cooperative working relationship. This MOU is intended to continue to memorialize that working relationship and provide practical details.
- b. In general, Snow College Public Safety and Ephraim City Police will cooperate in the response, investigation, and resolution of matters that affect the other's jurisdiction. They will share information where a common interest is affected and will assist and aid the other department as necessary and reasonable.

III. The Ephraim City Police Department agrees to provide the following services:

- a. The Ephraim City Police Department will include Snow College Public Safety in any departmental, city organized, or hosted training courses.
- b. Ephraim City Police Department agrees to provide to Snow College Public safety an annual firearm recertification and/or firearms training.
 - i. Each agency agrees to provide their own ammunition for the recertification and/or firearms training.
 - ii. Snow College Public Safety agrees to supply targets for both agencies.
 - iii. Ephraim City Police Department agrees to provide target stands and POST certified firearms instructors for this training.

- iv. Snow College Public Safety will utilize the Ephraim City Police Departments firearm qualification courses but reserves the right to determine its own pass/fail standards.
- c. The Ephraim City Police Department agrees to provide support to Snow College Public Safety (to include personnel, vehicles, and equipment at Ephraim City PD's cost) during the following events:
 1. Homecoming Parade
 2. Graduation
 3. The Ephraim City Police Department agrees to continue to continue to participate jointly with Snow College in the Shop with a Cop Event.
- d. The Ephraim City Police Department may, but is not required to, hire Snow College PD officers as part-time Ephraim City PD officers and if it does so it will negotiate the terms of part-time employment directly between it and the officer. Snow College may limit part-time employment of its officers in accord with College Policy.
- e. In the event that special or exigent circumstances arise in which the Ephraim City Police Department is requested by Snow College Public Safety to "cover" calls for service, the Ephraim City Police Department agrees to do so at its own cost including all wages and benefits of its officers, and fuel.
 - i. The Parties will work together to develop an understanding of what constitutes special or exigent circumstances which are anticipated to include scheduled vacations, training, emergencies, out of the area investigations, etc.
- f. If Ephraim City Police Department requests support from Snow College Public Safety for non-special or exigent circumstances, the Ephraim City Police Department agrees to pay to Snow College for the time of its officers at the rate of time and a half of their regular wage to reflect the cost to Snow College of Outside Overtime.
 - i. Outside Overtime is defined as:

Any employee of the Department who performs duties or services on behalf of an outside organization, company or individual within this jurisdiction. Such outside overtime shall be requested and scheduled directly through this Department so that the Department may be reimbursed for the cost of wages and benefits
- g. The Ephraim City Police Department will provide police services to all off-campus student housing and or any city events that may be hosted on Snow College property.
- h. All **off-campus** calls for service will go directly from Dispatch to the Ephraim City Police Department. The responding officer(s) may request from Snow College Public Safety for scene security and assistance if needed.
- i. The Ephraim City Police Department agrees to cooperate with Snow College and Snow College Public Safety in all Title IX and Clery Act matters as more fully set forth in Attachment 1.

- IV. **Snow College Public Safety agrees to provide the following services:**
- a. Snow College Public Safety will include the Ephraim City Police Department in any departmental, college organized or hosted training courses.
 - b. Snow College Public Safety plans to participate in an annual firearm training hosted by Ephraim City Police Department with the following understandings;
 - i. Each agency agrees to provide their own ammunition for the recertification and/or firearms training.
 - ii. Snow College Public Safety agrees to supply targets for both agencies.
 - iii. Ephraim City Police Department agrees to provide target stands and POST certified firearms instructors for this training.
 - iv. Snow College Public Safety will utilize the Ephraim City Police Departments firearm qualification courses but reserves the right to determine its own pass/fail standards.
 - c. Snow College Public Safety agrees to provide support to the Ephraim City Police Department (to include personnel, vehicles, and equipment at Snow College's cost) during the following events:
 1. Scandinavian Heritage Festival: Snow College Public Safety agrees to provide coverage during the following days and times:

Thursday – 2100hrs to 0600hrs
Friday – 1700hrs to 0100hrs
Saturday – 1700hrs to 0100hrs

All above times are subject to change based on the needs of the festival, the needs of the Ephraim City Police Department and the needs of Snow College Public Safety.
 2. Christmas Light Parade:
 3. Snow College Public Safety agrees to continue to participate jointly with Ephraim City PD in the Shop with a Cop Event.
 - d. Snow College Public Safety may, but is not required to, hire Ephraim City PD officers as Snow College part-time officers and if it does so it will negotiate the terms of part-time employment directly between it and the officer. Ephraim City may limit part-time employment of its officers in accord with its Policy.
 - e. In the event that special or exigent circumstances arise in which Snow College Public Safety is requested by the Ephraim City Police Department to "cover" calls for service, Snow College Public Safety agrees to do so at its own cost including all wages, benefits, and fuel.
 - i. The Parties will work together to develop an understanding of what constitutes special or exigent circumstances which are anticipated to include scheduled vacations, training, emergencies, out of the area investigations, etc.
 - f. If Snow College Public Safety requests support from the Ephraim City Police Department for non-special or exigent circumstances, Snow College Public Safety agrees to pay Ephraim City for the time of its officers "Ephraim City" hourly wage at the rate of time and a half of their regular wage to reflect the cost to Ephraim City for Outside Overtime.

- i. Outside Overtime is defined as:

Any employee of the Department who performs duties or services on behalf of an outside organization, company or individual within this jurisdiction. Such outside overtime shall be requested and scheduled directly through this Department so that the Department may be reimbursed for the cost of wages and benefits.

- g. Snow College Public Safety will provide police services to all off-campus venues where a college organized special event or college sanctioned sporting event is occurring.
- h. Snow College Public Safety will provide police services to all on-campus property and buildings and venues including all on-campus student housing.
- i. All **on-campus** calls for service will go directly from Dispatch to Snow College Public Safety. The responding officer(s) may request from the Ephraim City Police Department, scene security and assistance if needed.
- j. Snow College Public safety will have officers scheduled to work afternoon shifts to provide coverage for the college, college housing, college activities, and to assist Ephraim P/D. The Snow College schedule will be highly impacted by college activities.
- k. When the Ephraim City Police Department responds to a call for service involving a Snow College Student that is suspected of being suicidal or is a significant threat to themselves or others, or is reporting a sexual assault, the Ephraim City Police Department Officer will notify an on-duty or on-call Snow College Public Safety Officer of the situation.
 - i. If it is determined the student will be transported to a hospital or facility for evaluation, Snow College Public Safety agrees to respond and provide security relieving the Ephraim City Officer.
- l. Snow College Public Safety Officers will maintain an on-duty status preceding college events and thereafter until the crowd at the event has dispersed.
- m. Snow College Public Safety will maintain a working relationship with coaches and college group advisors.

V. Conclusion

- a. The Ephraim City Police Department and Snow College Public Safety work closely together in many aspects of law enforcement. Snow College Public Safety and Ephraim City Police will assist one another professionally as would any other law enforcement agencies.
- b. "Jurisdictional Boundaries" listed in the attachments are for the guidance of the Parties in responding to calls. However, the police officers and departments retain all jurisdiction as provided by law and are not limited by the describe Jurisdictional Boundaries.
- c. This MOU will be reviewed and updated, if necessary, in May of each year. This MOU may be amended upon written agreement of each of the Parties. This MOU may be terminated by either Party with 30 days written notice but first, upon notice of

proposed termination, the Parties shall meet to discuss why termination is sought and to attempt to agree on a solution to the dispute.

Attachment 1 Title IX and Clery Act

Attachment 2 Ephraim City Police Department Jurisdictional Boundaries.

Attachment 3 Snow College Public Safety Jurisdictional Boundaries.

Snow College VP *Shm L. Shaw* Date 9/26/19
Interim

Snow College Director of Public Safety *Steve Wall* Date 9/26/19

Ephraim City Manager *Shawn S. Hjar* Date 9-26-19

Ephraim City Chief of Police *[Signature]* Date 9/26-19

ATTACHMENT 1

Title IX

- A. Title IX of the Education Amendment of the 1972 Federal Civil Rights Law relates to discrimination based on sex including all levels of sexual misconduct incidents at institutions of higher education. This federal law requires Snow College's Title IX office to offer/provide protective and remedial resources to any victim(s) or other(s) involved regardless of where the incident occurs.
- B. The Ephraim City Police Department agrees to abide by all rules and regulations associated with Title IX and provide to Snow College Public Safety the required information if a Title IX violation is suspected.
- C. The following incidents constitute a Title IX violation:

Gender Discrimination

- A. Gender Discrimination is defined as the following by Title IX:
 - a. Discrimination or harassment based upon one's gender (sex)
 - b. Unfair treatment, attitudes, or behaviors towards an individual based upon their gender (sex)
 - c. Gender identity discrimination
 - d. Sexism, sexist attitudes, and sex stereotyping
 - e. Unproportioned athletic programs or activities offered to all genders in relation to the college's enrollment
 - i. **Examples:**
 - 1. Gender-based bullying
 - 2. Derogatory or sexist remarks
 - 3. Gender discrimination in an activity, athletics, program, office, or classroom

Sexual Harassment

- B. Sexual Harassment is defined as the following by Title IX:
 - a. Unwanted sexual behavior, advances, or requests for favors
 - b. Unwelcomed verbal, visual, or physical sexual conduct
 - c. Offensive, severe, and/or frequent remarks about a person's sex
 - d. Harassment of a sexual nature which interferes with an individual's right to an education and participation in a program or activity
 - i. **Examples:**
 - 1. Stalking or obscene phone calls, texts, emails, or gestures
 - 2. Sexually suggestive jokes, whistles, catcalls, or innuendos
 - 3. Inappropriate touching
 - 4. Intimidation

Sex Violence

- C. Sex Violence is defined as the following by Title IX:
- a. Sexual abuse or assault, battery, or coercion
 - b. Unwanted sexual contact that stops short of rape or completed rape
 - c. Use of force or manipulation of unwanted sexual activity
 - d. Physical acts where a person is incapable of giving consent or is against a person's will
 - i. **Examples:**
 1. Sexual assault, battery, or coercion
 2. Attempted or completed rape
 3. Inappropriate touching
 4. Physical and/or aggressive sexual advances

Retaliation

- D. Retaliation is defined as the following by Title IX:
- a. A strike back in response to another's action or accusation
 - b. A form of revenge or reaction because of a filed complaint against a person
 - c. Refusal to promote, advance, or accurately support/qualify a person due to a complaint filed
 - i. **Examples:**
 1. Demotion or prohibiting advancement due to a filed complaint
 2. Firing, loss of benefits, or the like due to a filed complaint
 3. Unfair treatment or discrimination due to a filed complaint

Hostile Environment

- E. Hostile Environment is defined as the following by Title IX:
- a. A situation of discriminatory or sexual nature that has occurred and created an adverse setting
 - b. An intimidating or offensive environment that causes a person to be fearful
 - c. A setting that denies, limits, or interferes with a person's ability to participate in or benefit from a program, activity, or job
 - i. **Examples:**
 1. Bullying, abusive or intimidating comments, and actions
 2. Intimidating or offensive comments that alter the conditions of a person's work, classroom, team, or program environment
 3. Continual offensive comments or surroundings of a discriminatory or sexual nature

Procedures:

- 1) If an Ephraim City Police Officer suspects that an incident is a Title IX violation and involves students and/or faculty, they will email the associated case number(s) to a Snow College Public Safety Officer notifying them of the incident.
- 2) Snow College Public Safety will offer assistance to the Ephraim City Police Department throughout the investigation.

- 3) The Investigating Ephraim City Police Officer will provide a "Snow College Title IX, Know Your Rights" pamphlet to the victim and/or witnesses involved in the case.
- 4) Snow College Public Safety will provide this resource guide to the Ephraim City Police Department

ATTACHMENT 2

Ephraim City Police Department Jurisdictional Boundaries:

- A. The Ephraim City Police Department covers all areas that are not listed as “on-campus” within the Ephraim City Limits
- B. Ephraim City and Snow College jointly occupy the Sports Complex at approximately 200 E 300 N.
 - a. When the complex or a portion of the complex is being used for any sanctioned Ephraim City activity it will be considered Ephraim City Police jurisdiction.
 - b. When the complex or a portion of the complex is being used for any Snow College Activity or sporting event, it will be considered Snow College Public Safety jurisdiction
 - c. When an incident occurs in the complex not associated with either an Ephraim City event or Snow College event it will be considered Ephraim City Police jurisdiction.
 - i. Snow College Public Safety will be notified if the incident involves college students. A determination will then be made who will be the lead investigating agency.
- C. The Ephraim City Police Department agrees to provide police services to all off-campus student housing including but not limited to:

54 Stout Building	Basement	Palisade Park
56 Stout Building	Boomerang House	Park Place
Olomana House	Canyon Cove	Peck’s House
Snow Houses 1, 2 and 3	Canyon Road Apartment	Pinetree Apartments
Acorn and Oaktree Apartments	Canyon View	Pioneer Hall, Pioneer House
The Farm	Christian House	Red House
Alpine Canyon Apartments	Cobble Heaven	Rouska Rentals
Alta Student Apartments	Cook Duplexes	Snow Crest
Apartment at Lee’s	Creekside Apartments	Snow Garden Apartments
Ashton Home	Dog House	Snow Summit
Badger Burrow	Dotson’s Loft	Snow Lodge
Badger Cove and Badger Cove #3	E-Town House	Snowy River
Badger Hollow	Elders RM House	South Main Apartments
Badger House	Eva’s House	Springer House
Badger Premier 4-plex	E2 and E3 House	Squire Apartment
Surf Shack	Fortune Garden Apartments	Statewide Apartment
Tan House	House on Main	Stone Croft
The Bungalow	Johnson Home	Summit Valley
The Main Apartments	Linnea House	Willardsen Apartment
The Paisley House	Maple Cove	Zion Hotel
The Rez	Mountain View	Wathen House and Apartments
The Villa	N Main Apartment	Whitney Apartments
Oak Creek Apartments	Nauvoo House	

“College Loop” – 100 N, 100 E, Center Street, and 400 E

- A. The Ephraim City Police Department agrees to be the primary investigating entity for any calls for service that occur on these roadways surrounding the main Snow College Campus.
- B. The Ephraim City Police Department agrees to notify Snow College Public Safety if any significant events that occur on the “College Loop” involving college students and/or faculty.

ATTACHMENT 3

Snow College Public Safety Jurisdictional Boundaries

A. The following locations and associated areas are considered "on-campus"

Business Building - Includes the parking lots to the north and west and the open grass playground area extending east to 100 E.

Home and Family Life - Includes all associated parking lots

Greenwood Hall

The Cottages

Nuttal Hall

Anderson Hall

Castilleja Hall

The Suites

Mary Neilson Hall

Snow Hall

Anderson Hall

West Campus - Includes associated parking lots to the west and USU extension office to the east.

Hi-tech – 351 W 100 N

Scene Shop – 370 W 100 N

Theater Storage – 385 W 100 N

Horne Activities Center - Includes parking lot to the west and all associated buildings

Visitor Parking Lot, 300 E Center St, south-west corner

Main Campus including all buildings and parking lots from 100 E to 400 E and Center Street to College Ave (100 N)

Noyes Building

Social Science

Graham Science Center

Karen Huntsman Library

Humanities

Greenwood Student Center

Lucy Phillips

Eccles Performing Arts

Badger Stadium

Heat Plant – 249 E 100 N

Physical Plant – 225 E 100 N

B. Ephraim LDS Institute of Religion – 51 N 100 E

- a. The LDS Institute of Religion and its associated parking lot is neither, owned or operated by Ephraim City or Snow College.
- b. Because the LDS Institute of Religion is primarily linked to Snow College, Snow College Public Safety will be the leading investigating entity.
- c. The Ephraim City Police Department agrees to assist at the request of Snow College Public Safety

