



# WEBER STATE UNIVERSITY

Division of Online & Continuing Education

## COOPERATIVE AGREEMENT

Between

WEBER STATE UNIVERSITY

And

WEBER COUNTY SHERIFF'S OFFICE

This Cooperative Agreement ("Agreement") is entered into as of the 15th day of February, 2022, by and between WEBER STATE UNIVERSITY, a Utah state institution of higher education ("WSU"), located in Ogden, UT., and Weber County Sheriff's Office, located in OGDEN, UT.

### RECITALS

Whereas, WSU desires to offer Law Enforcement Academy session SFO/BCO to Weber County Sheriff's Office;

Whereas, Weber County Sheriff's Office seeks to send up to 30 students through the BCO/SFO Summer 2022 session;

Therefore, in consideration of the above recitals, the terms and conditions of this Agreement set forth below and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, WSU and Cooperative Entity agree as follows:

### TERMS

#### 1. OBLIGATIONS OF WSU

1.1 Instruction: The WSU Law Enforcement Academy will provide 242 hours of instruction in the Special Function Officer (SFO) Block and 152 hours of instruction in the Basic Correctional Officer (BCO) block. This instruction will be done in accordance with the requirements of Utah Peace Officer Standards and Training.

1.2 Duration: Class will begin on May 16 and will conclude on July 22. Monday, Wednesday, and Friday classes will begin at 7am and will end no later than 6pm. Tuesday and Thursday classes will begin at 6am and will end no later than 6pm. Students will receive a one-hour lunch break daily with several short breaks throughout the day.

1.3 Graduation: All students who successfully complete both courses will be recognized in a formal graduation ceremony on or around July 22, 2022.

## 2. OBLIGATIONS OF COOPERATIVE ENTITY

2.1 Sponsorship: Weber County Sheriff's Office agrees to sponsor up to 30 students through the SFO/BCO WSU Law Enforcement Academy.

2.2 Payment: The Weber County Sheriff's Office agrees to pay a flat rate of \$15,000 for up to 30 students.

2.3 Appearance: The Weber County Sheriff's Office will provide uniforms for all sponsored students. Physical Fitness uniforms will be provided by the WCSO or arrangements will be made to require sponsored students to wear the WSU LEA PT uniform. All students will be dressed and groomed in accordance with WSU LEA and Utah POST policy.

## 3. OBLIGATIONS OF BOTH PARTIES

3.1 Registration: The Weber County Sheriff's Office will work with the Weber State Law Enforcement Academy to register students for the SFO/BCO block of instruction.

3.2 Registration: All students will be registered for the SFO/BCO portion of the Law Enforcement Academy by April 16 to allow for Utah Peace Officer Standards and Training application review and processing.

3.3 Students: All students will undergo an in depth background check by Utah Peace Officer Standards and Training. It will be understood by all parties that those who do not pass this background check will be dismissed from training.

3.4 Payment: Weber County Sheriff's Office agrees to make payment to Weber State University within 14 days of receiving an invoice.

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## 4. INSURANCE AND INDEMNIFICATION

### 4.1 Insurance

Both parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

4.2 Indemnification: Both parties are governmental entities under the Governmental Immunity Act of Utah, §§ 630-7-101 to -904, as amended (the "Act"). There are no indemnity obligations between these parties. Subject to and consistent with the terms of the Act, the parties shall be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither party shall have any liability whatsoever for any negligent act or omission of the other party, its employees, officers, or agents. Neither party waives any defenses or limits of liability available under the Act and other applicable law. Both parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

4.3 Notice of Claim: Each party agrees that it shall give the other party prompt notice of any claim, threatened or made, or suit instituted against it, which could result in a claim for indemnification specified in Section 4.2 above.

## 5. LAWS, RULES, AND REGULATIONS; NON-DISCRIMINATION

5.1 Laws, Rules and Regulations: WSU and Cooperative Entity agree to abide by all applicable executive orders, federal, state and local laws, rules and regulations in effect as of the date of this Agreement, and as they may change or be amended from time to time. Cooperative Entity also agrees to abide by any applicable WSU policies or rules.

5.2 Non-discrimination: WSU and Cooperative Entity agree that no person shall be subject to unlawful discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity/expression, national origin, age, pregnancy, genetics, veteran status, active military status, or disability or any other classification protected by law, in connection with Agreement.

5.3 Student Records: WSU and Cooperative Entity acknowledge that students' educational records are protected by the Family Educational Rights and Privacy Act (FERPA), and that Cooperative Entity will be considered a "School Official" (as that term is used in FERPA and its implementing regulations) and will comply with FERPA. Student education records will only be used for the purposes of carrying out this agreement. Student permission must be obtained before releasing specific data to anyone other than University and Cooperative Entity personnel who have a legitimate educational purpose.

## 6. USE OF NAME; MARKS

6.1 Relationship: Neither party shall use the other's name, corporate or business, in a manner which is reasonably likely to suggest that the two parties are related, without first obtaining the written consent of the other party.

6.2 Rights: Cooperative Entity acknowledges that it has no right or interest in WSU's names or marks, including such names as "Weber State University", "WSU" or any derivation thereof. Cooperative Entity agrees not to use, attempt to use, or assert ownership or any interest in any University intellectual property, including any name or mark.

515498824. TERM; TERMINATION; REMEDIES

7.1 Term: The term of this Agreement shall be the period of time commencing on the effective date and shall terminate [July 24, 2022] unless earlier terminated by either party pursuant to the terms of this Agreement.

7.2 Termination: Agreement may be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. WSU and Cooperative Entity may terminate this Agreement, in whole or in part, at any time, by mutual agreement in writing.

7.3 Remedies: Parties shall be compensated in accordance with this Agreement for services properly performed under this Agreement up to the effective date of the notice of termination. In no event shall either party's exercise of its right to terminate this Agreement for convenience relieve the other party of any obligation's liability to WSU for any damages or claims arising under this Agreement.

515496920. OTHER PROVISIONS

8.1 Force Majeure: If, by reason of fire, action of the elements, catastrophe or similar other cause beyond the control of the Parties, the Parties cannot perform under this Agreement, the other Party does hereby release the other from any and all claims, demands, agreements, and liabilities whatsoever that each may have had, except the Parties will be required to refund any advance payments, less any direct costs already expended under the Agreement.

8.2 Breach and Remedies: Nothing herein shall prevent either party from initiating action based on breach of this Agreement.

8.3 Relationship of Parties. It is mutually understood and agreed that an independent contractor relationship is hereby established under the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship between WSU and Cooperative Entity.

8.4 Non-assignment: Neither party shall assign, transfer, or contract for the furnishing of services to be performed under this Agreement without the prior written approval of the other.

8.5 Entire Agreement and Modification: This Agreement and its attachments, if any, constitute the entire understanding between the parties with respect to the Program and may be modified only by written agreement signed by both parties.

8.6 Governing Law: The construction, interpretation, and performance of this Agreement and all associated or resultant transactions shall be governed in accordance with the laws of the State of Utah, without reference to its conflict of laws rules. The Parties consent to the exclusive

jurisdiction of the state and federal courts of Utah and specifically waive any objection to disputes regarding or relating to this Agreement being litigated solely in the courts of the State of Utah.

8.7 Severability: In the event one or more clauses of this Agreement are declared illegal, void or unenforceable, that shall not affect the validity of the remaining portions of this Agreement.

8.8 Governing Boards: WSU and Cooperative Entity acknowledge that this Agreement is subject to any approvals of governing boards, trustees, or other governing bodies required to do so.

8.9 Failure of Legislature to appropriate: If the performance of WSU under this Agreement depends upon the appropriation of funds by the Utah Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then either party may provide written notice of this to the other and cancel this Agreement without further obligation. The parties acknowledge that appropriation is a legislative act and is beyond the control of WSU.

**IN WITNESS WHEREOF**, the parties have caused this Cooperative Agreement to be executed on the date set forth above by their duly authorized representatives.

**WEBER STATE UNIVERSITY**

By: *Brian Stecklein*

Title: Interim Dean

Date: 23 Feb. 2022

**COOPERATIVE ENTITY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_