

RESOLUTION NO. 00-28

ROLL CALL

VOTING	YES	NO
MAYOR DALE R. BARNEY <i>(votes only in case of tie)</i>		
SHERMAN E. HUFF <i>Councilmember</i>	X	
LILLIAN J. SHEPHERD <i>Councilmember</i>	X	
GLENN A. JAMES <i>Councilmember</i>	X	
ROY L. JOHNS <i>Councilmember</i>	X	
EVERETT KELEPOLO <i>Councilmember</i>	<i>(absent)</i>	

I MOVE this resolution be adopted: Councilmember Huff

I SECOND the foregoing motion: Councilmember Kelepolo

RESOLUTION 00-28

A RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT FOR SERIOUS HABITUAL YOUTH OFFENDERS

WHEREAS, juvenile crime has increased in recent years creating a societal concern; and

WHEREAS, public entities in Utah County propose to enter into an interlocal agreement to address serious habitual youth offenders through a program entitled Serious Habitual Offender Comprehensive Action Program (SHOCAP); and

WHEREAS, it is in the best interest of Spanish Fork City to participate in the SHOCAP program in order to protect the health, safety and welfare of its residents;

NOW THEREFORE, be it resolved by the Spanish Fork City Council that Mayor Dale R.

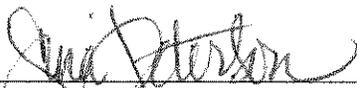
Barney is hereby authorized to execute the SHOCAP interlocal agreement as attached hereto.

This resolution adopted this 7th day of November, 2000, by the City Council of Spanish Fork City, Utah.



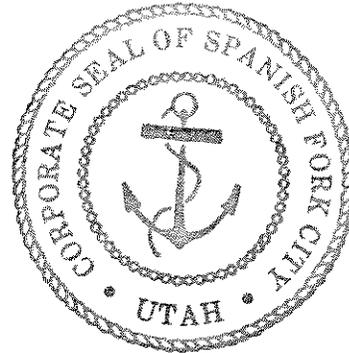
DALE R. BARNEY, Mayor

ATTEST:



GINA PETERSON, Deputy Recorder

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Interlocal Cooperation Agreement by and between Utah County, Utah, for and on behalf of the Utah County Attorney, the Utah County Sheriff, the Utah County Health Department, Division of Human Services and the Children's Justice Center; the Fourth District Juvenile Court; State of Utah, Department of Youth Corrections; Fourth District Juvenile Court Probation; Alpine School District; Nebo School District; Provo School District; State of Utah, Division of Child and Family Services; Alpine City; American Fork City; Brigham Young University Police Department; Highland City; Lehi City; Lindon City; Mapleton City; Orem City; Payson City; Pleasant Grove City; Provo City; Salem City; Santaquin City; Spanish Fork City; Springville City; Utah Valley State College Police Department; Wasatch Mental Health and the State of Utah, Administrative Office of the Courts, for the implementation of a SHOCAP (Serious Habitual Offender Comprehensive Action Program) program in Utah County, Utah.

Witnesseth

WHEREAS, all participants are committed to providing appropriate programs and services to Serious Habitual Offender (SHO) youth involved in the Fourth District Juvenile Court, specifically Utah County; and

WHEREAS, the parties to the Agreement desire a maximum degree of long range cooperation and administration planning in order to provide for the safety and security of the community and its children; and

WHEREAS, all parties are committed to improving services to children in the juvenile justice system through sharing information, eliminating duplication of services and coordinating efforts for those youth identified as SHO's; and

WHEREAS, all parties mutually agree that sharing resources, where feasible, and in particular, training efforts, may result in improved coordination; and

WHEREAS, it is the understanding by all parties that certain roles in serving SHO youth are required by law and that these laws serve as the foundation for defining the role and responsibilities of each participating agency; and

WHEREAS, all parties mutually agree that all obligations stated or implied in this Agreement shall be interpreted in light of and consistent with governing state and federal laws; and

WHEREAS, all expenses incurred to implement this Agreement are the responsibility of each party and there is no expectation that any party be required to make financial commitments related to this Agreement;

NOW THEREFORE, the parties do mutually agree, pursuant to the terms and provisions of the Interlocal Cooperation Act, as follows:

Section 1. PURPOSE.

SHOCAP stands for Serious Habitual Offender Comprehensive Action Program. SHOCAP is an interlocal information sharing and case management program which focuses the local systems attention on serious habitual juvenile offenders in the community. There are four (4) major elements of SHOCAP: data collection, analysis, planning and service delivery. This Interlocal Cooperation Agreement establishes and implements a SHOCAP program in Utah County and outlines the responsibilities of the parties to this agreement that are committed to the SHOCAP philosophy in Utah County.

Section 2. EFFECTIVE DATE; DURATION.

This Interlocal Cooperation Agreement shall become effective and shall enter into force, within the meaning of the Interlocal Cooperation Act, upon the submission of this Interlocal Cooperation Agreement to, and the approval and execution hereof by the governing bodies of each of the parties. The term of the Interlocal Cooperation Agreement shall be a maximum of fifty (50) years, pursuant to Section 11-13-17, Utah Code Annotated, 1953 as amended.

Section 3. ADMINISTRATION OF AGREEMENT.

The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Interlocal Cooperation Agreement. The parties hereto agree that, pursuant to Section 11-13-7, Utah Code Annotated, 1953 as amended, that Provo City Police Department shall act as the administrator responsible for the administration of this Interlocal Cooperation Agreement. The parties further agree that this Interlocal Cooperation Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to:

1. Coordinate the operational and organizational development of SHOCAP in Utah County.
2. Provide information, management and coordination of police resources, including crime analysis and profile development for SHOCAP.
3. Utilize established SHO criteria to identify serious habitual juvenile offenders from available sources of information.
4. Act as the central repository for SHO information gathered from participating agencies.
5. Maintain and distribute SHO case files and roster to appropriate persons or agencies as needed.
6. Accept primary responsibility for preliminary and follow-up criminal investigations within its jurisdiction.

Section 4. AGENCY REPRESENTATIVES.

The Agency Representatives are compromised of the signatories or their designees to this Agreement. The parties will develop procedures for on going meetings and will review, and if necessary, recommend any changes.

Section 5. AMENDMENTS.

This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by a majority of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and approved by an authorized attorney of each of the parties as required by Section 11-13-9, Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party.

Section 6. OTHER INTERLOCAL AGREEMENTS.

All parties to this Agreement acknowledge that this Agreement does not preclude or preempt each of the agencies from individually entering into an agreement with one or more parties to this Agreement. Such agreement shall not nullify the force and effect of this Agreement. This Agreement does not remove any other obligations imposed by law to share information with other agencies.

Section 7. FILING OF INTERLOCAL COOPERATION AGREEMENTS.

Executed copies of this Interlocal Cooperation Agreement shall be placed on file in the office of the Utah County Clerk/Auditor, and with the official keeper of records of the other parties hereto, and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement. A copy of this Agreement and the signatures shall be provided to each signatory to the Agreement.

Section 8. SERIOUS HABITUAL OFFENDER DEFINITION.

For the purposes of this Agreement, the following definition of Serious Habitual Offender (SHO) shall apply. The criteria is based on a juvenile's entire criminal history and is only applicable to those juveniles up to age eighteen (18) who have not been tried and convicted as an adult.

SHOCAP Youth Criterion

Any felony or misdemeanor episode, taking into consideration the juvenile's prior criminal history, that places the youth on Level III, Level IV or Level V of the Juvenile Court Sentencing Guidelines, or as designated by special circumstance.

Section 9. DESIGNATION AS SHO YOUTH BY SPECIAL CIRCUMSTANCE.

Youth may be nominated for classification as SHO Youth by the SHOCAP Oversight Committee or by a Juvenile Court Judge presiding over a case involving a Utah County youth. The nominator must detail the special circumstances that exist to show why the youth should be classified as a SHO youth. The SHOCAP Oversight Committee by majority vote can then determine if the youth should be classified as SHO. The nominator will then be notified by the SHOCAP Oversight Committee within seven (7) working days of the decision rendered. The Oversight Committee is composed of the following persons or their designees as provided in 63-92-3, Utah Code Annotated, 1953 as amended: the Fourth District Juvenile Court Administrator, the superintendents of the local school districts, the County Attorney, a member of the local county or municipal legislative body, the County Sheriff, the local chief of police, chief of probation for the Fourth District Juvenile Court, the regional director of the Division of Youth Corrections, the regional director of the Division of Child and Family Services, a representative of the Wasatch Mental Health and any additional members considered appropriate by the Oversight Committee.

Section 10. SHO YOUTH ACTIVE AND INACTIVE STATUS.

A. Due to limited resources, the SHOCAP Oversight Committee will classify all youth that qualify for SHO status based on the set criteria into two (2) categories: (1) active, and (2) inactive. For purposes of this Agreement, "active" SHO youth are those youth identified by

the SHOCAP Oversight Committee that can benefit from a comprehensive and coordinated service plan to assist the youth in meeting individual, family, educational and community goals.

B. Youth may be declassified as SHO youth or declined for inclusion in the SHO database by a majority vote of the SHOCAP Oversight Committee for any of the following reasons:

1. The juvenile is within four (4) months of turning eighteen (18) years of age.
2. The juvenile is being committed to secure confinement for an extended period of time.
3. Reliable information states that the juvenile has, or soon will be, moving out of Utah County.
4. The juvenile will be receiving adult sanction under direct file or waiver to adult court.
5. The juvenile has remained crime free for a period of twelve (12) months after the last adjudication or release from a secure facility. However, if the juvenile re-commits an offense, or is arrested for an offense, after the twelve (12) month period, he/she will be reassessed by the SHOCAP Oversight Committee for consideration for reinstatement to SHO status.

C. Juveniles selected as SHO youth would be removed from the SHOCAP list when they become eighteen (18) years of age, if not in the custody of the Division of Youth Corrections, or thereafter upon discharge from the custody of the Division of Youth Corrections, but in any event at the age of twenty-one (21) years of age. Their designation as a SHO youth will also be expunged when their juvenile record is expunged.

Section 11. SPECIFIC AGREEMENTS OF THE PARTIES.

A. Each of the parties agree to:

1. Cooperate in the development of a database and program designed to identify and track youthful offenders in order to assist agencies in providing collaborative and comprehensive services to them.
2. Promote a coordinated effort among agencies and staff to achieve maximum public safety with the goal of reducing juvenile crime.
3. Participate in interagency planning meetings, as appropriate.
4. Assign staff, as appropriate, to participate in a consolidated case management system to assist and aid SHO youth in their re-entry to school after returning from detention or other commitment program. It will not be mandatory for any party to assign staff to aid re-entry into school if they were unable to do so.
5. Participate in information-sharing activities to assess and develop plans for SHO youth involved in the juvenile justice system.
6. Jointly plan, and/or provide information about and access to, training opportunities, when feasible.
7. Develop internal policies and cooperative procedures, as needed, to implement this Agreement to the maximum extent possible.
8. Comply with relevant state and federal laws and other applicable local rules which relate to records use, security, dissemination, and retention or destruction.

9. Treat as confidential all records pertaining to a youth classified as a Serious Habitual Offender (SHO); and will not make said records accessible to the public, except as otherwise required by law.
 10. Disclose information only to staff members of signatory agencies who provide direct services or supervision to the SHO.
 11. Develop written rules and policies regarding disciplinary action and other appropriate administrative action for violations of the confidentiality provisions of this Agreement and other misuse of information.
- B. Utah County, by and through the Provo City, agrees to:
1. Serve as the lead agency in implementing SHOCAP in Utah County as outlined in Section 3 of this Agreement.
- C. Utah County, by and through the Utah County Attorney, agrees to:
1. Make every effort to expedite cases involving SHOs through the juvenile justice system.
 2. Make every effort to keep SHOs in secure detention pending trial, when deemed appropriate.
 3. File petitions on each case amenable to prosecution, as applicable by Utah State Statutes.
 4. Pursue sentencing sanctions appropriate to crimes committed.
 5. Be present at dispositional stages to present case profile information to the sentencing court.
 6. If appropriate, direct file on SHOs in adult court.

7. Confer with at least one of the officers or investigators involved in the case about the intended disposition prior to entering a negotiated plea agreement.

D. The Fourth District Juvenile Court Probation Department agrees to:

1. Upon request by the school district, share dispositional information with the Superintendent or his designee regarding SHOs, who are students within the educational system, for purposes of assessment, placement, or security of persons and property.
2. Consider the issuance of court orders necessary to promote the goals of this Agreement, particularly information sharing between the agencies involved.
3. Develop appropriate internal written policies to insure that confidential education record information is disseminated only to appropriate personnel.
4. Devise and implement enhanced supervision of SHOs within their control who reside in Utah County.
5. Input into the Juvenile Information System, rules or terms of probation for individual SHOs.
6. Seek appropriate sanctions in those cases where SHOs have violated the terms of their probation.

E. The State of Utah, Division of Youth Corrections (DYC), Region Three, agrees to:

1. Provide to the Juvenile Information System and the SHOCAP Oversight Committee all pertinent information on SHOs in DYC custody whose primary residence is Utah County.

2. Develop appropriate written policies to insure that confidential educational record information is disseminated only to appropriate personnel.
 3. Refer names and histories of SHOs in DYC custody who are reentering the community, or who are new to the community from another state or locale to the Juvenile Information System and SHOCAP Oversight Committee.
 4. Provide an assessment and devise and implement enhanced supervision when appropriate on all SHOs in DYC custody residing in Utah County.
 5. Seek appropriate sanctions for SHOs who have violated their agreements.
 6. Regularly advise the Utah County Oversight Committee of the status, activity, and movement of all SHOs in DYC custody.
 7. Maintain an active SHO list at the Juvenile Detention Centers to assure appropriate actions when a SHO is arrested.
- F. Utah County, by and through the Utah County Health Department, Division of Human Services agrees to:
1. Upon request, provide information to the Fourth District Juvenile Court of those youth identified as SHO.
 2. Develop appropriate internal written policies to insure that confidential education record information is disseminated only to appropriate personnel.
- G. Alpine School District, Nebo School District and Provo School District agree to:
1. Request criminal history information only for the purposes of assessment, placement or security of persons and property.

2. Designate the contact person(s) to be responsible for receiving confidential criminal history information.
 3. Develop appropriate internal written policies to insure that confidential criminal history is disseminated only to appropriate school personnel.
 4. Respond within five (5) working (excluding holidays and weekends) days of any court order, excluding subpoenas, requesting SHO youth academic information, including any testing conducted, behavioral problems encountered, academic performance records, and other pertinent information.
 5. Exchange pertinent information on SHOs as allowed by existing federal and state law including information on absenteeism, discipline and results of educational testing.
 6. Take into consideration SHO status when determining appropriate school, classroom placement, and teacher assignment.
 7. Maintain an active SHO list at school sites to ensure appropriate action is taken when the SHO has a disciplinary problem.
 8. Immediately notify the designee from Provo Police Department when a SHO is absent from school or missing from class or has violated the terms of probation. The Provo Police Department, as administrator of this Agreement, will notify the SHOCAP oversight committee of the violation.
 9. Utilize existing programs when appropriate to assist SHOs in continuing educational advancement and evaluate SHOs to develop an educational plan.
- H. Utah County and each of the city parties hereto, by and through their police chief and sheriff agree to:

1. Notify the Oversight Committee and the juvenile probation department of the name and address of any SHO youth arrested for crimes. Notification shall be within 72 hours and shall include the specific delinquent act which led to the arrest.
2. Develop appropriate internal written policies to insure that confidential education record information is disseminated only to appropriate personnel.
3. Enter field card information to the SHOCAP Juvenile Information System database on all SHO youth.
4. Conduct preliminary and follow-up investigations regarding SHOs within their jurisdiction.
5. Arrest SHOs for all violations of law and restrict officer discretion for diversion when appropriate.

I. The State of Utah, Court Administrator's Office agrees to:

1. Develop and maintain through the existing Juvenile Information System (JIS) database, windows and appropriate screens to maintain information on identified SHO youth in Utah County.
2. Work with the Utah County SHOCAP Oversight Committee to identify the appropriate information to be entered and maintained on the JIS for SHOCAP.
3. Identify with the Utah County SHOCAP Oversight Committee who will maintain the SHOCAP database.
4. Determine with the Utah County SHOCAP Oversight Committee how the information on the database will be used and who will have the authority to access the system.

Section 12. BINDING AGREEMENT.

This Agreement shall be binding upon the heirs, successors, administrators and assigns of each of the parties hereto.

Section 13. LAWFUL AGREEMENT.

The parties represent that each of them has lawfully entered into this Agreement, having complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation.

Section 14. SEVERABILITY.

If any term or provision of this Interlocal Cooperation Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Interlocal Cooperation Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Interlocal Cooperation Agreement unenforceable.

Section 15. METHOD OF TERMINATION.

This Interlocal Cooperation Agreement will automatically terminate at the end of its term herein, pursuant to the provisions of Section 2 of this Agreement. Prior to the automatic termination at the end of the term of this Agreement, any party to this Agreement may be unilaterally released from the Agreement sixty (60) days after providing written notice of termination to the other parties.

Section 16. NOTICES.

All notices, and other communications required or permitted to be given by this Agreement shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail to the specific party or parties.

Section 17. MANNER OF FINANCING.

There shall not be a separate budget to carry out the terms of this Agreement. The Agreement shall be financed by any and all available state and federal monies and grants. Any party to this Agreement applying for such funds, shall receive and hold such funds and budget accordingly. Each party is to acquire, hold and dispose of any property it uses in this undertaking. There is no expectation that any party be required to make financial commitments related to this Agreement.

Section 18. ADDITION OF OTHER MEMBERS.

Other public agencies may become parties to this Interlocal Cooperation Agreement. An addendum to this Agreement must be reviewed and approved for form and compatibility with the laws of the State of Utah by the attorney for the public agency to be added. To become effective, the Addendum shall be filed with the record keeper of the public agency being added to this Agreement.

Section 19. GOVERNING LAW.

All questions with respect to the construction of this Interlocal Cooperation Agreement and the rights and liabilities of the parties hereto, shall be governed by the laws of the State of Utah.

Section 20. EXECUTION BY COUNTERPART.

This Interlocal Cooperation Agreement may be executed in counterparts. An original of each executed Agreement shall be filed with Utah County.

SPANISH FORK CITY

Authorized by Resolution No. ~~1999~~²⁰⁰⁰, authorized and passed on the 7th day of November, 1999. 2000.

SPANISH FORK CITY

SPANISH FORK POLICE DEPARTMENT

By: Dale P. Barney
DALE BARNEY, Mayor

By: Dee Rosebaum
DEE ROSEBAUM, Chief

ATTEST:

By: Kent R. Clark
City Recorder

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

By: S. Janni Parker
City Attorney

