



LONE PEAK PUBLIC SAFETY DISTRICT AGENDA

Wednesday, May 26, 2021

7:30 am

Highland City Hall, 5400 West Civic Center Drive, Highland, Utah 84003

7:30 AM REGULAR MEETING

Call to Order: Brittney P. Bills, Chair

Invocation: Board Member Kurt Ostler

1. UNSCHEDULED PUBLIC APPEARANCES

Please limit comments to three minutes per person. Please state your name.

2. APPROVAL OF MEETING MINUTES

Regular LPPSD Board Meeting – April 14, 2021 and April 28, 2021

3. PUBLIC HEARING & RESOLUTION: LONE PEAK PUBLIC SAFETY DISTRICT FY2020-2021 FINAL BUDGET AMENDMENTS

Staff will present the final budget amendments for the fiscal year 2020-2021 budget for adoption. The Board will take appropriate action.

4. PUBLIC HEARING & RESOLUTION: LONE PEAK PUBLIC SAFETY DISTRICT FY2021-2022 BUDGET ADOPTION

Staff will present the fiscal year 2021-2022 budget for adoption. The Board will take appropriate action.

5. AGREEMENT: ALPINE SCHOOL DISTRICT

The Board will consider an agreement to provide School Resource Officers to Lone Peak High School, Mountain Ridge Middle School, and Timberline Middle School.

6. AGREEMENT: UTAH COUNTY MOBILE FIELD FORCE

The Board will consider an agreement with the Utah County Chiefs of Police to participate in a Mobile Field Force Team.

7. DISCUSSION: WILDLAND DEPLOYMENT UPDATE

The Board will discuss the plan for Wildland Deployments for the upcoming year.

8. DISCUSSION: FRAUD RISK ASSESSMENT

The Board will discuss the annual Fraud Risk Assessment report for Lone Peak Public Safety District.

9. DEPARTMENT REPORTS

- a. Police Department
- b. Fire Department

10. CLOSED SESSION

The Lone Peak Public Safety District Board may recess to discuss the character, professional competence, or physical or mental health of an individual, pending or reasonable imminent litigation, and the purchase, exchange, or lease of real property, as provided by Utah Code Annotated §52-4-205.

ADJOURNMENT

In accordance with Americans with Disabilities Act, Lone Peak Public Safety District will make reasonable accommodations to participate in the meeting. Requests for assistance can be made by contacting the Recorder at (801) 772-4505 at least three days in advance of the meeting.

ELECTRONIC PARTICIPATION

Members of the Governing Board may participate electronically via telephone, Skype, or other electronic means during this meeting.

CERTIFICATE OF POSTING

I, Stephannie Cottle, the duly appointed Recorder, certify that the foregoing agenda was posted at the principal office of the public body, at the Lone Peak Fire Station and Lone Peak Police Station, on the Utah State website (<http://pmn.utah.gov>), and on Highland City's website (www.highlandcity.org).

Please note the order of agenda items are subject to change in order to accommodate the needs of the Governing Board, staff and the public.

Posted and dated this agenda on the 24th day of May, 2021.

Stephannie Cottle, Recorder

THE PUBLIC IS INVITED TO PARTICIPATE IN ALL LONE PEAK PUBLIC SAFETY DISTRICT BOARD MEETINGS.



LONE PEAK PUBLIC SAFETY DISTRICT MINUTES

Wednesday, April 14, 2021

7:30 am

Waiting Formal Approval

Highland City Hall, 5400 West Civic Center Drive, Highland, Utah 84003

PRESIDING:

Chair Brittney P. Bills

BOARD MEMBERS

PRESENT:

Rod Mann, Kurt Ostler, Troy Stout, Jason Thelin

STAFF PRESENT:

LPPSD Executive Director Nathan Crane, LPPSD Assistant Executive Director Shane Sorensen, Finance Director Tyler Bahr, Police Chief Brian Gwilliam, Fire Chief Reed Thompson, Planner & GIS Analyst Kellie Bronson

OTHERS PRESENT:

Darci Brunson, Kathy Loveland, Lt. Jamey Brooks, Sgt. Charlie Thurston, Sgt. Ryan Albert, Office Matt Otis, Lon Lott

7:30 AM REGULAR MEETING

Call to Order: Brittney P. Bills, Chair

Invocation: Board Member Rod Mann

The meeting was called to order by Chair Brittney P. Bills as a regular meeting at 7:30 am. The meeting agenda was posted on the *Utah State Public Meeting Website* at least 24 hours prior to the meeting. The prayer was offered by Board Member Rod Mann.

1. UNSCHEDULED PUBLIC APPEARANCES

Those wishing to make comments were asked to state their name, and limit comments to three minutes per person.

Police Chief Brian Gwilliam shared news of a program titled VIPs (Volunteers in Police Services). He stated that the program asks for volunteers from the community to help the police department with tasks that would not require a certified police officer. He reported that such tasks would include directing traffic on accidents and unlocking vehicles. He felt it was a great way for the public to get involved. He stated that news of the program had been posted to Facebook, and he gave a pamphlet to the board members present. He offered to answer any questions.

2. OPTICS PURCHASE FOR DEPARTMENT RIFLES

The Lone Peak Public Safety District Board reviewed the proposal for purchasing optics for department owned rifles.

Police Chief Gwilliam announced that in the fall of 2020 the Public Safety Board had authorized the trade-in of 18 H&K (Heckler & Koch) UPM .40 platform rifles for the more universal AR15 nomenclature. The department was able to obtain 27 rifles in the trade. At the time, they were unaware that the rifles would need sites. To fully complete the setup and before these rifles would be put into service the department needed to outfit each rifle with an optic site to ensure accuracy. After much research he announced they have elected to go with the EOTECH EXPS2 to complete the setup. The purchase price for each optic would be \$441. A total of 27 optics plus \$100 shipping would bring the total cost to \$12,007. He also stated the money would be available in the budget.

Board Member Troy Stout asked if it was important to have an optic site. Police Chief Gwilliam answered that with an AR it is important, for accuracy, especially in the environment in which the officers would be operating. Currently, there were open sites for the rifles, but much more accuracy comes with the optic sites. He regretted not having one present at the meeting to show to the board.

Board Member Stout commented that when he had operated a rifle, the scope has gotten in the way. Police Chief Gwilliam explained that the optic sites were not like the scopes on hunting rifles. He stated there would be a broader view, and a red dot helped pinpoint the target for quick acquisition. They would be very accurate if used properly. Once acquired, they would be mounted and officers would receive training. The goal would be to hit the target exactly where desired.

Board Member Board Member Jason Thelin wondered whether the guns would be used with frequency—questioning whether there was a need for 27 optic sites. Police Chief Gwilliam stated that yes, there would be one in every vehicle (22) and that the others (5) would be used in case of repairs, and for part-time officers. He stated that the gun comes out of a vehicle at least twice a month, and that the threat is rising with the increased number of people who visit American Fork Canyon. He stated that they didn't want to get into a situation where they wished they had had the technology for better accuracy. He wanted his officers to have that tool in their belts.

Board Member Rod Mann MOVED that the Board authorize the Police Chief to purchase 27 optics associated with the AR platform.

Board Member Troy Stout SECONDED the motion.

The vote was recorded as follows:

<i>Board Member Rod Mann</i>	<i>Yes</i>
<i>Board Member Kurt Ostler</i>	<i>Abstain</i>
<i>Board Member Troy Stout</i>	<i>Yes</i>
<i>Board Member Jason Thelin</i>	<i>Yes</i>

The motion passed 3:0.

3. DISCUSSION: 2021-2022 FY BUDGET

The Lone Peak Public Safety District Board reviewed the proposed 2021-2022 FY Budget.

Finance Director Tyler Bahr began his presentation of the proposed budget of the Lone Peak Public Safety District Board for 2021-2022. He stated that a draft of the budget had been sent in an e-mail, as well as printed for the meeting, which showed the balancing of personnel costs with expenses. He stated the budget had been prepared to be sustainable for its stated duration as well as in future years, with operational efficiencies taken into account.

The budget may require approval of both city councils (Alpine and Highland), as the overall increase will be more than the increase of property taxes. He stated that 2020 was the first full year without Cedar Hills participating. The fire budget for years 2015 through 2019 was an average \$3.25 million, but that would take a careful look to see about sustainability. Major elements were salaries and benefits, with 3% benefit cost increases. He stated that salary adjustments would be needed to bring them up to market.

Finance Director Bahr also noted that the budget included a position for a part-time Police Department Data Analyst to address increase demand for records and GRAMA (Government Records Access and Management Act) requests. He also stated there would be some savings from transitioning employees from full-time to part-time status, and some minor additional expense in Public Education to have more presence at City events. Furthermore, he listed expenses associated with participation in the mobile force team with the county, for total increased cost of \$75,000. Training would be required per HB162 for de-escalation and bias training for officers, which would cost \$4,000. Equipment replacement for tasers was budgeted at \$7,000.

Board Member Stout asked if the Part-Time Data Analyst could be shared with the Fire Department. Finance Director Bahr said no, that position would be specific to Police. The position would be needed to fulfill requests from all sources, not just GRAMA. He stated the Police Department was getting more data requests with recent legislation. Currently, several people were taking on the task of compiling data, and often it had been sergeants who should have been on the road. The new position would be an opportunity for someone to become very efficient in the report management system. As far as reporting statistics to the FBI, the position would be very valuable, as the Police Department had been asked to do more and more. Furthermore, the State of Utah had been focusing on gathering good data in order to make good policy decisions. It would help so much to bring this under the responsibility of one person.

Board Member Kurt Ostler asked about holiday pay being increased. Police Chief Gwilliam answered that if regular pay increases, so does holiday pay, and that it should be moved to one category. Board Member Ostler admitted there will need to be some adjustments made.

Next, Finance Director Bahr discussed the Fire Department's budget. He discussed equipment, professional services, certification, grant writing, training allowing for paramedic school reimbursement (as a recruiting tool), cardiac monitors, and fitness equipment for staff. During the current fiscal year an ambulance was purchased, but he noted that was not a recurring expense. He stated that the Fire Department's overall total was expected to remain the same.

A question was asked about line 10-47-58, which dealt with firefighting in other states. Fire Chief Reed Thompson stated that those were expenses associated with equipment costs for wild land deployments. He stated there needed to be some refinement of that entry, as it should capture both wages and bookkeeping.

Board Member Kurt Ostler asked if the money received for wild land deployment is recorded as revenue. Finance Director Bahr stated that line 10-37-41 is revenue. He also stated that they would be working on review of deployments and would expect to have a presentation ready for the next meeting.

Fire Chief Thompson acknowledged that \$430,000 of revenue from state of California had not been received yet. He explained the process of submitting bills and a payment timeline. Someone asked if it was normal to take such a long time. He recalled that in 2018-2019 the process was more protracted, but the State of Utah had refined the process for billing. Now, it could take up to six months, but could happen in as little as three months.

Board Member Stout asked if there had been trouble collecting what was due. Fire Chief Thompson stated they have always been paid to date. Back in 2018 the State of Utah frontloaded the funding by 80%. There had been

some delay in waiting for the additional 20%, because the other entities had problems. The process was now streamlined, so that would not happen again.

Board Member Jason Thelin made the observation that the budget looked like it rolled holidays into wages. Fire Chief Thompson replied that that was correct. Jason Thelin then asked why expenses have gone up. Thompson replied that there had been some costs associated with COVID-19—specifically personal protective equipment, which Board Member Rod Mann stated was covered by CARES Act money

Board Member Ostler asked about the billing of wild land deployment. He wanted to know whether the budget counted the revenue when it would be received, or when it would be billed. Finance Director Bahr stated that it was counted as receivable, but if not received within 60 days of an end of a fiscal year, then it would be pushed to the next year. Ostler then asked specifically about the \$430,000 owed by California. Bahr acknowledged he needed to see when that would be recognized. He gave it as his opinion that they would recognize that money once the funds come in. Fire Chief Thompson said that yes, it would be accounted for when the bill is paid—an element of the budget that needed to be refined. He acknowledged that the accounting process is a little out of skew. Thompson also expressed concern that funding had at times been used for one-time purchases, and that caution needed to be exercised if that money was intended for future years.

Finance Director Bahr reviewed general accounting processes, which dictate that they could not open up a previous budget year after closed and apply the money after the year is closed out. He stated that they could look at how the revenue is recognized, but that they could not re-open a year and put expenses or revenue back into a prior year

Board Member Thelin made mention of a cash basis vs. an accrual basis, to which Finance Director Bahr responded it would be appropriate to talk to an auditor in order to be consistent. Fire Chief Thompson said that revenue currently outstanding would be received prior to close of the budget year; however, if they were to go out in June, work would be performed in the budget year while revenue would not be received until the next budget year.

Board Member Stout asked if the revenue generated by wild land deployment was used to ease the tax burden, or to purchase equipment. Fire Chief Thompson proposed that the end result was the same. Equipment would eventually need to be replaced, and if it was purchased with the wild land deployment payments, the cost would not be forced onto the taxpayers at a later date. He stated that part of the process was to improve the financial outlook of the district (and the citizens) with money received to date being applied to equipment. By doing so, they intended to offset costs. Thompson also stated that another thing at play was the significant local wild land threat. He stated that when they have gone out for a tour they had gained experience to help train other firefighters to make it a safer place locally.

Board Member Ostler asked if those who have gone out on these wildfire tours have opted in or were required to go. He also wondered if they were paid extra to go, and if local men have been gone when local fires had erupted. Fire Chief Thompson answered only the latter issue, and stated they had not had people deployed during the time of local fires, and were able to take care of their neighbors. Ostler then asked if there would be a time when they would be limited on resources locally because of a wild land deployment. Thompson stated that it was a gamble, but that they would not leave the district vacant. In some cases in the past they had denied deployments because of staff unavailability

Board Member Stout asserted that it was a good thing to deploy, as it helped them upgrade equipment without cost to taxpayers. He stated he would like to see how much was billed out and how much it had cost to upgrade both salaries and equipment. Board Member Thelin stated that financial gain, training, and goodwill are all good things—with careful accounting.

Fire Chief Thompson stated that fire engines in the City receive an average of 1.7 calls per day—3.5 calls per day between the two cities, with both medical and fire included. Board Member Thelin expressed interest in seeing the numbers for how deploying was offsetting wear and tear. Thompson indicated the audit would show that. Thelin asked if there was a way to see call volume for each department. Thompson stated that there would be a way to work with the dispatch center to have those numbers compiled, then stated he already had them for the past three years. He indicated it was about 30-40 per day for both cities during the last three years.

LPPSD Executive Director Nathan Crane stated that the numbers desired were used for billing, so would be easy to get.

Police Chief Gwilliam stated there would also be opportunities for revenue on the Police side. He stated as an example the Sturgess bike rally, held in August. Unfortunately, that would not be feasible due to the City's celebration at the same time, but it was an example of opportunities that could come up. Other opportunities could come for events such as 5K runs. Yet, he mentioned that the money would not come back directly to the department, but would go to the general fund.

Board Member Stout asked about revenue coming from citations. Police Chief Gwilliam said that money also goes into the general fund. Furthermore, because of COVID, police have limited their contact, so revenue from citations was down.

Chair Brittney Bills asked if specialized equipment is shared between cities. Fire Chief Thompson stated that yes, sometimes that would occur. He gave as examples Utah Valley Metro Special Response Team, and hazardous materials equipment. Provo had a lot of equipment, while Alpine/Highland had other pieces, as well as manpower. They usually send two people to respond. He stated they commit based on capability to maintain local coverage while helping with a specific incident.

Board Member Thelin wondered about the ambulance. How many calls were there per city and different areas? He wondered if those numbers could be produced. Fire Chief Thompson stated that was dispatch data. There was not software to help with collecting such data, so they would have to go through the records and verify. He stated there was a monthly report with calls by type and city, but a daily and weekly report would require more effort, but that they could make it happen.

Fire Chief Thompson referenced the statewide mutual aid agreement. He stated there was an expectation to help each other, and that they track how many times they have gone out. He stated they have sent more resources out than they have received. The neighboring communities have grown. Board Member Ostler asked if Dispatch decides whether equipment goes out to help neighboring communities. Thompson replied that it was a matter of incident stacking, by the "response plan." They have been working toward utilizing the closest unit possible. He referenced the Station AVL vehicle locator.

Finance Director Bahr began a wrap-up of the budget discussion by stating that financial structure is revenue primarily from assessments. He stated the assessments to be as follows: Alpine \$2.4 million, and Highland \$4.3 million. There would be a .8% increase for Alpine and a 1.6% increase for Highland. That would require both cities to approve the budget for the district. If there was a work session today, it would result in a tentative budget option in two weeks. Both city councils would need to approve no later than May 19th.

Board Member Stout stated that residents went through a big tax increase last year. He wondered if they were still trying to find ways to save on the budget and bring that amount down. Finance Director Bahr stated that the intent was to take the budget back to city councils. The budget was a finished product, except for some additional

work on the benefits line. He stated they had done everything possible to keep expenses down without cutting services the two cities need.

LPPSD Executive Director Crane stated they would talk about it on the 28th. Board Members, Finance Director Bahr, and the police and fire chiefs could go over the budget before that meeting.

4. APPROVAL OF MEETING MINUTES: MARCH 10, 2021

Fire Chief Reed Thompson noted several corrections to the minutes from March 20, 2021.

Board Member Board Member Troy Stout MOVED that the Lone Peak Public Safety District approve the meeting minutes of March 10, 2021 with the modifications Chief Reed Thompson made to the minutes.

Board Member Kurt Ostler SECONDED the motion.

All voted in favor and the motion passed unanimously.

5. CLOSED SESSION

The Lone Peak Public Safety District Board may temporarily recess the board meeting to convene in a closed session to discuss the character, professional competence, or physical or mental health of an individual, as provided by Utah Code Annotated §52-4-205.

At 8:35 am Board Member Rod Mann MOVED that the Lone Peak Public Safety District Board recess to convene in a closed session to discuss the character, professional competence, or physical or mental health of an individual, as provided by Utah Code Annotated § 52-4-205.

Board Member Kurt Ostler SECONDED the motion.

The vote was recorded as follows:

<i>Board Member Rod Mann</i>	<i>Yes</i>
<i>Board Member Kurt Ostler</i>	<i>Yes</i>
<i>Board Member Troy Stout</i>	<i>Yes</i>
<i>Board Member Jason Thelin</i>	<i>Yes</i>

The motion passed 4:0.

Board Member Board Jason Thelin MOVED to adjourn the CLOSED SESSION and Board Member Rod Mann SECONDED the motion. All voted in favor and the motion passed unanimously.

The CLOSED SESSION adjourned at 10:30 am.

6. ADJOURNMENT

Board Member Jason Thelin MOVED to adjourn the regular meeting and Board Member Rod Mann SECONDED the motion.

All voted in favor and the motion passed unanimously.

The meeting adjourned at 10:30 am.

I, Stephannie Cottle, Recorder, hereby certify that the foregoing minutes represent a true, accurate and complete record of the meeting held on April 14, 2021. This document constitutes the official minutes for the Lone Peak Public Safety District Board Meeting.

Stephannie Cottle

Recorder

DRAFT



LONE PEAK PUBLIC SAFETY DISTRICT MINUTES

Wednesday, April 28, 2021

7:30 am

Waiting Formal Approval

Highland City Hall, 5400 West Civic Center Drive, Highland, Utah 84003

PRESIDING:

Chair Brittney P. Bills

BOARD MEMBERS

PRESENT:

Rod Mann, Kurt Ostler, Troy Stout, Lon Lott

STAFF PRESENT:

LPPSD Executive Director Nathan Crane, LPPSD Assistant Executive Director Shane Sorensen (via phone), Recorder Stephannie Cottle, Finance Director Tyler Bahr, Police Chief Brian Gwilliam,

OTHERS PRESENT:

Darci Brunson, Ryan Alberts, Kathy Loveland, Kevin J. Dearing, Nancy Jones, Brandt Godwin, Rusty Bybee, Dustin Mitchell, Brian Patten Connor Kinsey, Danny Campbell, Jamey Brooks, Kayden Carter

7:30 AM REGULAR MEETING

Call to Order: Brittney P. Bills, Chair

Invocation: Lon Lott, Board Member

The meeting was called to order by Chair Brittney P. Bills as a regular meeting at 7:37 am. The meeting agenda was posted on the *Utah State Public Meeting Website* at least 24 hours prior to the meeting. The prayer was offered by Board Member Lon Lott.

1. UNSCHEDULED PUBLIC APPEARANCES

Please limit comments to three minutes per person. Please state your name.

Kevin Dearing expressed his appreciation for the opportunity to come out and speak that morning about a couple issues. His first issue was with the \$20.00 fee for the burn permit. He noted that he was not aware when the issue was discussed previously or he would have addressed it then. He expressed that his first issue with the burn permit was that he was not happy the previous year when he had found out that he had to pay the \$20.00. He said that it was not necessarily the money, but the philosophy of having to pay it. He felt that they should look internally to improve the process instead of charging a bunch of fees.

Kevin Dearing expressed the opinion that it was discriminatory against older individuals who had an orchard like he did. He further said that it seemed like it was difficult to police it to be fair and equitable, and he did not think that it was very efficient. He summarized that he had paid his fee last year, and that he decided to burn in the Spring and the Fall so he did not have to pay for the next year. However, when he went to get his Fall permit it said that no one was allowed to burn in the State. He explained that when he had called the Police, it was dismissed

as a State problem and not something they could deal with. He gave an example of a time during the pandemic that he and his wife had to cancel flights, and he relayed that the airline had refunded him given the circumstances. He stated that he did not get the opportunity to burn in the fall even though he had paid for it, and requested a refund or the ability to use it at a later time.

Kevin Dearing then moved onto the second issue. He expressed that it was ludicrous that they charged for the permit. He thought that they needed to rethink it, and felt that they did not need to follow the lead of other Cities like Alpine just because that was what they had done. Kevin Dearing recommended that they rethink the fee, and he asked that they did not require people to pay it this year. He reiterated that they should rethink the process because it was discriminatory. He noted that fireplaces did not require a burn permit. He felt that if they required a burn permit, then it should be consistent and also be required for fireplaces and there be fees for park usage too.

Board Member Troy Stout stated that Alpine charged because they were in the same district. He noted that other Cities may not charge for it, but explained that those places had better taxes to help compensate for it.

Police Chief Brian Gwilliam noted that in the last meeting they had approved the purchase of optics for the rifles, and explained that he brought a sample of the optics to show them.

2. PUBLIC HEARING: APPROVAL OF LONE PEAK PUBLIC SAFETY DISTRICT FY2021-2022 TENTATIVE BUDGET

The Board will hold a public hearing and consider approval of the FY2021-2022 tentative budget.

Finance Director Tyler Bahr provided some follow up from the previous session. First was the holiday pay and accounting of it for police and fire departments. He noted that there were some good suggestions, and that it would be implemented on July 1st. Second was that he had spoken with their auditor about recognition of the deployment revenue. Finance Director Tyler Bahr said that there was a lag in deployment, but that they anticipated those funds to come in. Third was about the question raised in regards to public safety and its funding. He noted that they had done a quick survey on the amount of funding dedicated from the general fund for public safety. American Fork had 50% dedicated to public safety, Lehi had 39%, and Cedar Hills had 36%.

Finance Director Tyler Bahr explained that on their budget strategy, their focus was on personnel. He stated that the budget they had before them included a 3% merit increase, a 10% estimated benefit cost increase, and salary adjustments as needed due to the market. He further explained that they were looking to maintain a sustainable budget in regards to the balance of personnel needs and the identification of operational efficiencies.

Board Member Kurt Ostler asked about the changes from the working draft, and asked about minimum wage.

Finance Director Tyler Bahr explained that the change was not from minimum wage, but rather from market wage. He said that some of the firefighter wages were a little low, and that the intent was to bring those wages up to be competitive market wages.

Board Member Kurt Ostler asked if there was a study. Finance Director Tyler Bahr said that a consultant was engaged and had access to comparative data from other Cities and agencies. He said that it refreshed the survey on a regular basis to make sure they had the latest and greatest for comparison.

Finance Director Tyler Bahr stated that the changes they would see to the tentative budget were salary adjustments and reallocation of some fire operations and expenses to make sure they maintained their contractual items while identifying efficiencies where possible. He then provided a recap of what was previously identified by Police Chief Brian Gwilliam. The major elements were to address if there were operational efficiencies, or operationally

a net decrease to compensate for the personnel increases, a part-time analyst to consolidate the data as well as administrative functions, public education, professional services to participate in a mobile force team, training required by the State, and equipment, namely tasers.

Board Member Kurt Ostler asked about the tasers, and noted that they had funded the purchase of tasers the previous year. Police Chief Brian Gwilliam responded that they had purchased the tasers on a contractual basis, and that this line item would cover that additional cost.

Finance Director Tyler Bahr provided a recap for the fire side as well. He explained that there were increases in equipment maintenance, professional services and grant writing, training for paramedic school reimbursement as recruitment tools, and some capital items such as cardiac monitors and a chest compressor. He said that within the operations expenses, they had reallocated those lines to make sure that the funding was appropriate. He stated that the overall total in operations was \$525K.

Finance Director Tyler Bahr explained that with those changes, a slight increase in assessments, and a total of \$15K overall, \$5,699 would be allocated to Alpine and \$9,416 would be allocated to Highland.

Board Member Troy Stout asked if there was a column for the difference in overall costs per City compared to the previous year.

Finance Director Tyler Bahr said that he did not, but that they could certainly pull it up for him. He explained that with regards to the timeline they wanted to adopt the tentative budget that day. He said that the City Councils would likely be required to adopt and approve the budget for the district by May 19th. Finance Director Tyler Bahr relayed that they would reconvene the board at the end of May to adopt the FY2022 budget. He said that this time allowed the board to adopt the budget with the new requirement that if the increase in the budget was more than the average increase in property taxes that both City Councils had the opportunity to approve the budget.

Board Member Rod Mann told Board Member Troy Stout that he could find the breakout of the costs he had asked about on Police Revenue Page 1 and Fire Revenue Page 2. Board Member Troy Stout replied that he was concerned about how far above they were from the previous year. He noted that previously in the discussion they had tried to pull in those costs as much as possible and still remain competitive in the market for firefighters and police officers. He said that they had had some pretty big budget increases in the last year.

Finance Director Tyler Bahr stated that the overall increase was \$100K which was roughly 64%. He said that he would provide a breakthrough within each of the departments. He explained that it was just under \$100K and that the calculations were slightly different for fire and police, and he briefly explained the difference in the allocations.

Board Member Troy Stout noted for public information that if they approved, they still had some working time, and that this was the approval of a preliminary budget.

Chair Brittney P. Bills opened the public hearing at 7:58 am.

There were no public comments.

Chair Brittney P. Bills closed the public hearing at 7:58 am.

Board Member Troy Stout MOVED that the Board approve the Lone Peak Public Safety District 2021-2022 Tentative Budget.

Board Member Mann *SECONDED* the motion.

The vote was recorded as follows:

Board Member Rod Mann	Yes
Board Member Kurt Ostler	Yes
Board Member Troy Stout	Yes
Board Member Lon Lott	Yes

The motion passed 4:0.

3. DISCUSSION: WILDLAND DEPLOYMENT ASSESSMENT

The Board will be presented with the results of the Wildland Deployment study and will have a discussion regarding the results.

Finance Director Tyler Bahr explained that they had engaged the auditor to perform the assessment of the Wildland Deployment. He outlined that over the last three years the fire department had participated to provide aid to other agencies both internal and external of the State when their resources had been exhausted. He relayed that there was a lot of activity in California over the last year particularly.

Finance Director Tyler Bahr outlined that the purpose and goals of the effort were primarily to understand the inflow and outflow financially of the deployment effort, so they performed a cost benefit analysis. He further outlined that it was to use best practices as they moved forward, and to provide careful accounting of the resources used and revenue that came in. He stated that the assessment started in February. He acknowledged the involvement of Steve Rowley from Keddington & Christensen, Chief Thompson, LPPSD Executive Director Nathan Crane, and LPPSD Assistant Executive Director Shane Sorenson in the process, and noted how they had met several times about the scope to craft questions that they wanted to answer.

Finance Director Tyler Bahr noted that the information on the report in front of them. He further stated that it included understanding the staffing model and the evaluation of the costs, salaries, and benefits, with the inclusion of those that would backfill while others were deployed. He further explained that it included the costs for fuel, materials, and equipment, and the impact on use of equipment for deployments that otherwise would have not been used or used at a lesser rate. It also covered upgrades or specific equipment required for deployments, as well as if there were any service impacts as a result of deployment.

Finance Director Tyler Bahr then discussed revenue, which covered how much revenue came in as well as how it was timed. He explained that when deployments occurred, it was often a number of months before they received revenue for the deployment. He also noted the consideration of mutual aid if it was available and there were needed services at home during deployment. He also communicated that there were some factors that did not have a financial impact but were important for management consideration. He addressed the overall goals, such as the identification of how the accounting structure could be adjusted to better facilitate the ongoing adjustment of viability and cost benefit of participation in deployments.

Finance Director Tyler Bahr reviewed some of the data and information that they had learned. He relayed that the acceptable staffing range per shift was six to eight. He noted that the ideal was six, but depended on various factors whether they needed seven or eight. He communicated that the frequency and volume of deployment opportunities was unpredictable, and not all deployments were equal. He explained that California deployments reimbursed more costs at different rates than some of the other deployment opportunities. Finance Director Tyler

Bahr also reiterated that careful accounting and additional accounting structures and record keeping was necessary.

Finance Director Tyler Bahr walked through the overall financial analysis, and noted that it was consistent with the third page of the report. He summarized that with the factor of some mileage cost considerations, the FY2019-2020 were around \$100K netted. He explained that FY2021 was significantly higher at \$371K, and that they were still waiting on revenue from three of the California deployments.

Kurt asked if they had ever had a time when they had been challenged on the billing. Finance Director Tyler Bahr responded that so far, they had only encountered delays in payment. For example, they had some deployments in 2018 that were not reimbursed until 2020. However, he noted that the request and reimbursement had always been paid.

Board Member Troy Stout noted that some of that was timing related. He referred to the fires that happened late in the last year that would push the collection of reimbursement deeper into the current year. He asked if there was a typical time pattern or if it was fairly random. Finance Director Tyler Bahr responded that it depended on the deployment. He explained that the deployments that they currently waited on were six to nine months, and he said that since the deployments had happened between August and September, they hoped to see the funds in the current year. Board Member Troy Stout commented that presented somewhat of a challenge in regards to those costs being factored into budget numbers.

Finance Director Tyler Bahr said that some further consideration was needed as to what they needed to track in the future. He noted there were some estimates, such as the mileage costs which were assumed to be four times the IRS rates.

Council Member Kurt Ostler commented that they had larger trucks with increased fuel consumption which was different than regular commuter vehicles. He asked if it was four times the industrial rate of a regular car. Finance Director Tyler Bahr explained that it was \$.56 times four, but that they had also looked at freight hauling and commercial operations which were consistent. He said that they did not haul materials at a high enough level, and that it was consistent with commercial.

Board Member Troy Stout said that in addition to the mileage wear and tear, they had trucks that sat in the middle of a fire for a couple weeks. He asked if those considerations were also factored into the cost. Finance Director Tyler Bahr responded that it was part of the thought process of the times four. He stated that it was certainly a factor, and he communicated that right now it was just an estimate.

Board Member Lon Lott asked if their insurance rates went up based on what types of fires equipment was sent to. Finance Director Tyler Bahr answered that it did not, but he would check to make sure. Board Member Lon Lott commented that some commercial insurance rates had differences based on use. Finance Director Tyler Bahr reiterated that he would look into it.

Finance Director Tyler Bahr said that in regards to the backfill seen on the financial summary on the third page, there were some instances where data was not available such as on the larger deployments. There were instances where the Chief simply did not have the backfill information. Board Member Troy Stout commented that the lack of accountability for some of those dollar amounts was one of the areas of concern over the last couple years. He discussed that it was important that they knew where that money went and came from.

Finance Director Tyler Bahr moved onto fleet requirements and whether they needed to have equipment regardless of deployments. He discussed the importance of understanding what the frequency of use at home versus on deployment was, and noted that that data was not available. He said that they would look to check that

in the future. Finance Director Tyler Bahr talked about staffing impacts and what was required for minimum staffing. He explained that it determined the minimum staffing and what staffing had occurred during deployments.

Board Member Rod Mann asked if the minimum staffing was different than normal staffing. Finance Director Tyler Bahr replied that eight was ideal and six was the minimum. Board Member Rod Mann inquired what their normal versus minimum staffing looked like in regards to cost if they factored the cost of deployment. He said that if deployment caused them to be below the norm, then that affected the service level.

Finance Director Tyler Bahr said that in the sample they looked at it did not appear that staffing was below normal. Board Member Lon Lott asked if the cost was to them when they called on mutual aid. Finance Director Tyler Bahr answered that it was not. He explained that mutual aid occurred on a regular basis and went both ways. Board Member Rod Mann commented that it seemed as if they gave more than they got on mutual aid. LPPSD Executive Director Nathan Crane said that it would be shown in their call analysis.

Board Member Troy Stout thought that it would fluctuate year to year. He stated that they received aid when they had big events happen, and relayed that they had experienced fewer events than their neighbors that required mutual aid. Board Member Rod Mann informed them that his comment was based on the two-year analysis on the dispatch calls that had been sent out a couple of weeks ago.

Finance Director Tyler Bahr discussed the next steps. He communicated that they wanted to ensure that the needs of both residents of the district and staff were met. He noted that changes were underway in the fire department, and explained that they did not want to send resources out if there were needs at home. He specifically noted that they implemented the accounting and fleet tracking recommendations from the report to approve the ongoing assessment of cost benefit. He said that they may participate in deployments as resources allowed, but reiterated that they needed to carefully keep track of the incoming costs and revenue. He expressed that those were the things that needed to be tracked in order to give a complete picture of what went in and out

Chair Brittney P. Bills commented about the acceptable staffing of six to eight, and asked if that was the national standard. Finance Director Tyler Bahr replied that he was not aware of a national standard, and that those numbers were based on discussions with Chief Thompson with operational understanding.

Board Member Troy Stout said that there was a standard that had to be maintained of two in and two out, that required them to have a certain number of people there in case of an event. That was why they had come up with four per station.

Board Member Kurt Ostler expressed that it was based on call and type, and whether they had staffing to back up if there was a second call. Board Member Troy Stout stated that the code required support to equal those going in. Chair Brittney P. Bills asked if they always had double of the equipment that was sent to deployments. Finance Director Tyler Bahr confirmed. Board Member Kurt Ostler echoed the concern and wondered situationally if they sent out wildfire equipment if they had enough equipment to respond at home, too. Deputy Chief Brian Patten confirmed that they did have doubles of the equipment, and he said that they had one of everything in reserve in both Cities.

Chair Brittney P. Bills asked who made the decision to deploy. Deputy Chief Brian Patten said that the Chiefs looked at the calendar and equipment availability. Chair Brittney P. Bills asked how they decided who went. Deputy Chief Brian Patten explained that all of them had the training, but some people were interested in going. He said that they tried to take those people, but had to look at shift schedules and adjust accordingly. Chair Brittney P. Bills asked if there was increased pay for deployment.

Deputy Chief Brian Patten explained that those who went out on a fire were paid for the hours worked. He informed them that they were on a 48/96 shift schedule. He further explained how payment for those shifts worked, and said that theoretically if they worked every day, it would be advantageous to stay home. However, they didn't work hours like that.

Board Member Kurt Ostler walked through the pay and asked for some clarification if they got paid here plus supplemental pay when they went out. Deputy Chief Brian Patten explained that they were paid by the district for the 48 hours they were on duty, and then the two days they were off duty they would be paid. Board Member Kurt Ostler asked if the backfill could be overtime and if that was common practice. Deputy Chief Brian Patten confirmed. Board Member Kurt Ostler commented that he had always thought before that people wanted to go out on deployments because it was financially beneficial.

Deputy Chief Brian Patten explained that it was financially beneficial because they were committed anywhere from two to 18 days. He said that if they were out on an 18-day deployment then they were paid every day. Finance Director Tyler Bahr stated that some of that was regular pay and some was overtime. He explained that the overtime pay was for when they would normally be off. Board Member Kurt Ostler asked if they got paid 24 hours for the days they worked. Deputy Chief Brian Patten informed him that there were two types of deployments, regular deployment and EMAC. He explained that the EMAC was reimbursable State of emergency events and was federally backed, and they paid for 24 hours. He further stated that for regular deployment they got paid for hours worked.

Board Member Kurt Ostler speculated that there were probably some firefighters who saw the financial benefit to EMAC. Deputy Chief Brian Patten said that EMAC was more desirable because it was guaranteed pay. Board Member Kurt Ostler asked if they went on more EMAC deployments last year because it was more financially beneficial. Deputy Chief Brian Patten replied no, and explained that EMAC were big fires.

Deputy Chief Brian Patten explained that last year was a bad fire year, while the previous one was not. He further explained that it was based more on opportunity rather than a financial drive. Board Member Kurt Ostler asked if they deployed to Lehi for the fires to give mutual aid if they would try to backfill. Deputy Chief Brian Patten said yes. He communicated that in the initial rollout they had backfilled those stations for those days. He said that because they had deployment capabilities, when those incidents became State or Federal incidents, they transitioned from a mutual aid to an actual reimbursed deployment.

Chair Brittney P. Bills asked in the next step what the purpose of the deployment was from their side, as well as how much the department wanted to see as they went forward. Deputy Chief Brian Patten replied that it was a positive thing, and that a lot of individuals were really interested in it. He stated that it helped in recruitment and keeping staff, and that it was an opportunity to make money. He communicated that the last year had worn them out a little bit, and that if they took care of home that it was absolutely positive. He said that the other benefit was that they had a new brush truck in the district, and as they deployed those things it allowed them to replace Wildland equipment with deployment money and to build the Wildland program. He noted that the equipment required to deploy was of a higher standard than local, and that the truck had to be certified at a higher level.

Board Member Kurt Ostler asked if every fire department deployed, and whether or not they personally deployed more than other departments in the last year. Deputy Chief Brian Patten said that he did not know. He said that Lehi had a wildland team, and also that every agency in Utah County had deployed last year in some fashion.

Board Member Lon Lott asked how hard it was to pull them back when they were deployed. Deputy Chief Brian Patten stated that if they needed to, they could pull them back, but it was kind of taboo in the wildland world. He explained that when they deployed, they committed themselves for that time. However, if they absolutely needed

to get them back, they could. He expressed that he did not like to pull back because they did not want to get the reputation of being untrustworthy.

Board Member Kurt Ostler asked if they took personal vehicles. Deputy Chief Brian Patten said they did not. Board Member Kurt Ostler asked if a fire truck would have to come back then if someone needed to be pulled back. He referenced an exchange he had seen as well. LPPSD Executive Director Nathan Crane explained that what he referred to was an exchange of crews. They left the fire equipment in Nevada and changed the crews with use of a rental car.

Board Member Kurt Ostler asked about the length of deployment. Deputy Chief Brian Patten stated that 18 days was pretty standard, but some of them were 21.

4. MEMORANDUM OF UNDERSTANDING: ALPINE SCHOOL DISTRICT

The Board will consider an agreement to provide School Resource Officers to LPHS, and 2 Jr. High Schools.

This item will be continued to the next meeting.

Board Member Troy Stout MOVED that the Board CONTINUE the agreement with Alpine School District to the next meeting.

Board Member Kurt Ostler SECONDED the motion.

The vote was recorded as follows:

<i>Board Member Rod Mann</i>	<i>Yes</i>
<i>Board Member Kurt Ostler</i>	<i>Yes</i>
<i>Board Member Troy Stout</i>	<i>Yes</i>
<i>Board Member Lon Lott</i>	<i>Yes</i>

The motion passed 4:0.

5. DEPARTMENT REPORTS

a. Police Department

Police Chief Brian Gwilliam gave his personal opinion about the wildland deployment. He expressed that he thought it was a mistake to completely do away with wildland deployment for the fire department. He believed that there were benefits to the district and to the staff, specifically in regards to the experience they gained. He felt that they needed to find a balance that worked for the board, both Cities, and the department staff.

Police Chief Brian Gwilliam provided a quick report on the police department. He said that from his seat things were going well, but noted that there were some frustrations among staff in regards to the color of law. He said that there were a lot of things happening in the news lately, and that it became frustrating to law enforcers who tried to do the right thing when all that was reported on was negative events and interactions with law enforcement.

Police Chief Brian Gwilliam outlined a report that he had sent to his staff. He relayed that the USA had over 300M people, over 18K law enforcement agencies, and over 800K sworn police officers, and roughly 40M people had contact with law enforcement annually. He informed them that use of force occurred in approximately 700 incidents, or 2% of the time. 54 federal convictions annually were because of use of force or civil rights violations,

such as the ones seen on TV. He stated that this was only a failure rate of .00013%, or 1.3 instances per million contacts.

Police Chief Brian Gwilliam reiterated that all they saw in the news was the negative interactions with law enforcement, which he said was pulling on their heart strings. He revealed that two people had left law enforcement altogether. He explained that they had two vacancies and had just hired two reserves to try them out before being hired full time. He said that other than that, they were okay. He expressed that he was proud to be a part of a great organization, and wanted to recognize staff from both police and fire who were there that morning. He noted that sometimes there was a disconnect between board and staff, and he thought that this was a good opportunity to build positive relationships.

b. Fire Department

Police Chief Brian Gwilliam explained that it had been about a week since he had become the interim fire chief, and said that he had an opportunity last week to sit down with the captains and supervisors. He said that it was a great meeting, and that there was a palpable excitement that surrounded the fire department. He was very surprised about all of the things that the previous two chiefs had going on at the same time. He introduced and thanked Deputy Chief Brian Patten for all of his work to encourage positive change.

Board Member Kurt Ostler expressed his thanks to Police Chief Brian Gwilliam. Police Chief Brian Gwilliam expressed appreciation for the trust of the board, and felt that it was a great opportunity to forge ahead and build some good relationships.

Deputy Chief Brian Patten expressed that the last week and a half had been turbulent, but the staff and Police Chief Brian Gwilliam had been amazing. Deputy Chief Brian Patten expressed that they were in a very exciting place, and everyone had contributed a lot of support and enthusiasm for the future. He said that they were trying to find the gaps and address them. He communicated that they had a full-time position open that had been filled and had also hired a couple part time individuals. He said that the staffing needs were currently being met, and that they wanted to take the minimum to normal. He noted that the full-time staff had come in and picked up everything they could, probably to the detriment of their home lives.

There was a brief discussion about Meier's Meats and parking trucks.

Board Member Troy Stout expressed thanks for Deputy Chief Brian Patten and all of the firefighters.

Board Member Kurt Ostler asked for some clarification about the difference between a Deputy Chief and a Captain. Deputy Chief Brian Patten explained that organizationally they would have a Chief, Deputy Chief, six Captains with two on each shift. He introduced Captain Mitchell, Captain Brandt Godwin, Captain Campbell, part time firefighter Kayden Carter, Connor Kinsey, full time firefighter PJ, Griffen, and Interim Captain Hodson, and Nancy Jones. Deputy Chief Brian Patten thanked Interim Captain Hodson who had stepped up to fill his role.

Board Member Kurt Ostler thanked the fire crew.

Police Chief Brian Gwilliam thanked the board. He recognized that the last ten days had been a hard time period and they were faced with a tough decision, but it was appreciated.

Board Member Lon Lott expressed his appreciation as well.

ADJOURNMENT

Board Member Troy Stout MOVED to adjourn the regular meeting and Board Member Rod Mann SECONDED the motion. All voted in favor and the motion passed unanimously.

The meeting adjourned at 8:49 am.

I, Stephannie Cottle, Recorder, hereby certify that the foregoing minutes represent a true, accurate and complete record of the meeting held on April 28, 2021. This document constitutes the official minutes for the Lone Peak Public Safety District Board Meeting.

Stephannie Cottle
Recorder



BOARD AGENDA REPORT ITEM #3

DATE: May 26, 2021
TO: Members of the Board
FROM: Tyler Bahr, CSM, DLSSBB - Finance Director
SUBJECT: Public Hearing & Resolution: Lone Peak Public Safety District FY2020-2021 Final Budget Amendments

PURPOSE:

Staff will present the final budget amendments for the fiscal year 2020-2021 budget for adoption. The Board will take appropriate action.

BACKGROUND:

The Board previously adopted amendments to the FY2021 budget in January. Staff has identified further necessary amendments, summarized below and detailed in the attachment:

- Deployments – The District has received approximately \$220K of wildland deployment revenue this year, with more than \$400K from California deployments still pending
- Employee separations – includes severance, vacation payouts, and pay for interim positions
- CARES spending – mostly disinfection equipment, some of which has already been reimbursed by Alpine and Highland; remainder to be reimbursed by Alpine and Highland
- Grant spending – towards ambulance purchase

FISCAL IMPACT:

Adoption of the FY2020-2021 final budget amendments.

RECOMMENDATION & PROPOSED MOTION:

Staff recommends that the Board hold a public hearing & adopt the FY2021 final budget amendments.

Proposed Motion:

“I move that the Board ADOPT the resolution approving the FY2021 final budget amendments.”

ATTACHMENTS:

1. FY2020-2021 Final Budget Amendments
2. Resolution

Lone Peak PSD
Final Budget Adjustments
Fiscal Year 2020-2021

Account Number	Account Name	Fund	Revenue or Expense?	Approved Budget	Recommended Change	Proposed Adjusted Budget	Source of Funding
10-47-10	Wages	Fire	Expense	\$1,113,786	\$211,214	\$1,325,000	Wildland deployment revenue Additional assessments to Alpine/Highland
10-47-12	Part time wages	Fire	Expense	\$420,480	\$119,520	\$540,000	Wildland deployment revenue
10-47-22	FICA/Medicare	Fire	Expense	\$22,158	\$5,842	\$28,000	Wildland deployment revenue Additional assessments to Alpine/Highland
10-47-46	Grants	Fire	Expense	\$0	\$5,420	\$5,420	Grant revenue
10-47-58	Aid to Other Agencies	Fire	Expense	\$0	\$40,000	\$40,000	Wildland deployment revenue

**A RESOLUTION OF THE LONE PEAK PUBLIC SAFETY DISTRICT BOARD
AMENDING THE FISCAL YEAR 2020-2021 BUDGET**

WHEREAS, Utah Law allows for the amendment of the budgets of special service districts to reflect changes in revenues and expenditures and to make transfers between departments to meet the best interests of the district; and

WHEREAS, Lone Peak Public Safety District has complied with the notice and public hearing requirements of the Utah Law in considering an amendment of its 2020-2021 fiscal year budgets; and

WHEREAS, the Board of the Lone Peak Public Safety District has determined that an amendment to its fiscal year 2020-2021 budget is in the best interest of the District and its residents and in order for the budget to match the actual revenues and expenditures of the District.

NOW THEREFORE, IT IS HEREBY RESOLVED that the amended Lone Peak Public Safety District Budget as attached hereto, for the 2020-2021 fiscal year is hereby adopted.

ADOPTED AND RESOLVED by the Board of Lone Peak Public Safety District this 26th day of May, 2021.

LONE PEAK PUBLIC SAFETY DISTRICT

Brittney P. Bills
Chair

ATTEST:

Stephannie Cottle
Recorder

BOARDMEMBER	YES	NO
Rod Mann	<input type="checkbox"/>	<input type="checkbox"/>
Kurt Ostler	<input type="checkbox"/>	<input type="checkbox"/>
Troy Stout	<input type="checkbox"/>	<input type="checkbox"/>
Jason Thelin	<input type="checkbox"/>	<input type="checkbox"/>



BOARD AGENDA REPORT ITEM #4

DATE: May 26, 2021
TO: Members of the Board
FROM: Tyler Bahr, CSM, DLSSBB - Finance Director
SUBJECT: Public Hearing & Resolution: Lone Peak Public Safety District FY2021-2022 Budget Adoption

PURPOSE:

Staff will present the fiscal year 2021-2022 budget for adoption. The Board will take appropriate action.

BACKGROUND:

Staff previously presented and the Board adopted the Tentative Budget on April 28. The following changes have been made from the Tentative Budget:

- **Benefits** - Reduced costs based on rates remaining where there were at in FY2021 – total savings (\$59,543)
 - \$32,105 Police
 - \$27,438 Fire
- **Police** – Increased wages and salary-related benefits a total of \$6,869 to accommodate 5% bump (3% + additional 2%) for four positions
- **Fire** – Increased wages \$30,000 (total impact is \$39,120, including related benefits)
- **Administration/Surplus** – Remaining savings moved to Administration; expenses in Administration were not changed, resulting in overall surplus of \$13,555
 - The Board can choose to allocate or reduce assessments to Alpine/Highland

FISCAL IMPACT:

Adoption of the FY2021-2022 budget.

RECOMMENDATION & PROPOSED MOTION:

Staff recommends that the Board hold a public hearing & adopt the FY2022 budget.

Proposed Motion:

“I move that the Board ADOPT the resolution approving the FY2022 budget.”

ATTACHMENTS:

1. FY2021-2022 Budget
2. Resolution

Report Criteria:

- Print Fund Titles
- Page and Total by Fund
- Print Source Titles
- Total by Source
- Print Department Titles
- Total by Department
- All Segments Tested for Total Breaks

Account Number	Account Title	2016-17 Prior year 4 Actual	2017-18 Prior year 3 Actual	2018-19 Prior year 2 Actual	2019-20 Prior year Actual	2020-21 Current year Actual	2020-21 Current year Budget	2021-22 Future year Budget	2021-22 Budget Over FY20 Actual	2021-22 Budget Over FY21 Budget
GENERAL FUND										
ADMINISTRATION REVENUE										
10-33-01	ALPINE	67,710.00	74,160.00	73,435.80	77,649.48	66,166.20	79,146.00	89,115.00	115%	113%
10-33-02	HIGHLAND	138,213.96	149,004.96	143,013.96	148,665.48	129,706.70	155,648.00	177,002.00	119%	114%
10-33-03	CEDAR HILLS	21,756.96	27,170.04	27,031.20	.00	.00	.00	.00	.00	.00
10-33-15	INTEREST EARNINGS	255.91	494.01	776.21	477.15	64.94	450.00	450.00	94%	100%
10-33-18	MISCELLANEOUS INCOME	30.00	.00	200.00	242,161.56	3,381.25	50.00	.00	.00	.00
10-33-20	FICA Refunds	.00	.00	.00	.00	.00	.00	.00	.00	.00
10-33-21	IRS Interest on Refund	.00	.00	.00	.00	.00	.00	.00	.00	.00
10-33-30	BUDGETED SURPLUS	.00	.00	.00	.00	.00	.00	.00	.00	.00
Total ADMINISTRATION REVENUE:		227,966.83	250,829.01	244,457.17	468,953.67	199,319.09	235,294.00	266,567.00	57%	113%
POLICE REVENUE										
10-35-01	ALPINE	1,090,214.04	1,090,214.04	1,105,582.80	1,192,727.40	1,011,863.52	1,216,224.68	1,220,168.00	102%	100%
10-35-02	HIGHLAND	1,925,948.04	1,951,206.00	2,026,780.20	1,799,588.72	1,854,371.02	2,228,780.21	2,264,780.00	126%	102%
10-35-04	ALPINE SCHOOL DISTRICT	75,080.00	74,540.00	71,890.00	78,480.00	.00	72,000.00	72,000.00	92%	100%
10-35-09	COURT REVENUE	940.26	695.94	222.50	224.48	18.50	500.00	500.00	223%	100%
10-35-10	POLICE REPORT CHARGES	5,270.50	5,488.00	5,525.00	4,809.75	5,154.35	3,500.00	3,500.00	73%	100%
10-35-11	Finger Printing	2,920.00	2,505.00	2,780.00	1,700.00	654.50	2,000.00	2,000.00	118%	100%
10-35-12	Dog License Revenue	2,019.00	120.00-	35.00	20.00-	126.00-	.00	.00	.00	.00
10-35-13	Security Services	1,740.00	1,920.00	960.00	780.00	3,885.25	.00	.00	.00	.00
10-35-17	Credit Card Cash Back	.00	.00	.00	827.57	704.79	.00	.00	.00	.00
10-35-18	MISCELLANEOUS INCOME	2,660.95	1,330.26	1,629.85	21,599.26	59,177.94	3,000.00	3,000.00	14%	100%
10-35-19	K-9 Donations	.00	.00	.00	.00	27.00	.00	.00	.00	.00
10-35-20	GRANTS	13,175.20	12,226.53	24,743.60	417,447.90	12,939.14	8,000.00	8,000.00	2%	100%
10-35-25	Proceeds From Lease	.00	112,302.00	.00	51,742.00	.00	.00	.00	.00	.00
10-35-30	BUDGETED SURPLUS	.00	.00	.00	.00	.00	.00	.00	.00	.00
10-35-40	Proceeds from Sale or Asset	8,812.01	1,035.10	12,190.50	18,335.00	21,857.50	10,000.00	10,000.00	55%	100%

Account Number	Account Title	2016-17	2017-18	2018-19	2019-20	2020-21	2020-21	2021-22	2021-22	2021-22
		Prior year 4 Actual	Prior year 3 Actual	Prior year 2 Actual	Prior year Actual	Current year Actual	Current year Budget	Future year Budget	Budget Over FY20 Actual	Budget Over FY21 Budget
10-43-88	Board Expenses	576.76	174.18	262.82	250.59	173.12	250.00	250.00	100%	100%
10-43-89	Employee Relations	.00	.00	.00	.00	.00	.00	.00	.00	.00
10-43-90	MISCELLANEOUS EXPENSE	15,724.99	6,150.45	10,484.16	9,346.21	4,804.05	4,000.00	4,000.00	43%	100%
Total ADMINISTRATION DEPARTMENT:		228,735.43	231,207.20	187,032.25	186,310.46	155,954.13	235,294.00	253,014.00	136%	108%
POLICE DEPARTMENT										
10-45-10	WAGES - PERMANENT EMPLOYEES	1,277,763.91	1,323,950.75	1,369,243.58	1,492,391.39	1,294,654.97	1,464,608.29	1,509,509.00	101%	103%
10-45-11	HOLIDAY PAY	7,940.60	8,248.30	9,188.64	14,066.14	11,016.10	52,260.00	53,825.00	383%	103%
10-45-12	OVERTIME	62,437.47	71,400.76	81,166.13	59,876.74	32,519.15	70,000.00	70,000.00	117%	100%
10-45-13	WAGES-CROSSING GUARDS	86,035.90	99,697.47	99,140.66	92,432.20	74,587.45	96,000.00	96,000.00	104%	100%
10-45-14	WAGES-PART-TIME	43,053.39	20,804.49	22,199.20	33,413.57	18,520.85	30,000.00	36,850.00	110%	123%
10-45-16	CALL PAY - POLICE	18,920.04	19,583.74	20,435.70	22,884.75	14,173.05	20,000.00	20,000.00	87%	100%
10-45-18	Specialty Pay	5,978.56	6,016.79	6,000.02	6,000.02	147.30	6,000.00	6,000.00	100%	100%
10-45-20	MEDICAL BENEFITS	304,932.82	354,571.85	377,921.88	377,024.59	326,488.47	434,247.00	395,701.00	105%	91%
10-45-21	RETIREMENT	439,862.80	434,439.00	446,911.70	473,473.16	391,369.90	488,695.59	505,977.00	107%	104%
10-45-22	FICA/MEDICARE	21,657.99	22,952.96	23,946.87	25,958.80	21,394.93	24,808.00	23,280.00	90%	94%
10-45-23	401K	.00	.00	.00	60,103.94	45,144.52	73,231.07	74,231.00	124%	101%
10-45-25	UNIFORM EXPENSE	34,154.21	38,650.76	41,378.13	37,343.38	40,417.61	43,090.00	43,090.00	115%	100%
10-45-31	DUES, SUBSCRIPTIONS, REF MATLS	1,380.88	1,520.10	2,609.24	1,413.15	2,654.90	1,750.00	1,750.00	124%	100%
10-45-33	PUBLIC EDUCATION	2,299.44	3,386.48	297.54	6,294.90	3,910.44	3,500.00	4,000.00	64%	114%
10-45-34	NOVA & School Lunch	1,342.84	507.18	2,084.38	1,981.98	417.30	2,200.00	2,200.00	111%	100%
10-45-38	TRAVEL EXPENSE	4,653.53	8,219.15	2,074.38	7,790.52	7,426.46	8,500.00	8,500.00	109%	100%
10-45-40	POSTAGE, PRINTING, MISC SUPPL	13,519.86	17,264.78	11,394.52	10,736.27	10,150.20	12,500.00	10,300.00	96%	82%
10-45-50	K-9 Expenses	2,511.71	4,630.57	2,488.30	4,138.73	3,609.68	3,000.00	3,000.00	72%	100%
10-45-52	Utilities Expense	21,241.20	24,175.19	29,326.11	12,762.63	20,749.61	35,800.00	39,100.00	306%	109%
10-45-57	Drug Screens	1,950.00	2,093.00	1,655.00	1,685.00	2,370.00	1,800.00	1,800.00	107%	100%
10-45-58	Professional Services/Contract	91,351.41	72,368.17	99,695.53	203,198.17	103,652.30	95,100.00	100,100.00	49%	105%
10-45-59	Building Maintenance	19,556.32	22,496.54	19,444.85	31,139.27	19,400.85	20,000.00	20,000.00	64%	100%
10-45-61	Chief's Admin	6,534.61	11,020.74	9,058.33	12,856.80	5,478.14	8,000.00	8,000.00	62%	100%
10-45-63	BILLING AND COLLECTION	.00	.00	.00	.00	.00	.00	.00	.00	.00
10-45-68	TRAINING	9,255.78	18,841.33	15,686.47	9,721.12	13,963.57	14,550.00	18,550.00	191%	127%
10-45-69	RENT	132,110.40	132,110.40	132,110.40	132,110.41	99,082.80	132,110.00	132,110.00	100%	100%
10-45-71	FUEL	39,346.52	45,655.47	52,142.40	44,595.30	37,854.02	52,000.00	52,000.00	117%	100%
10-45-72	VEHICLE REPAIRS	.00	.00	.00	.00	.00	.00	.00	.00	.00
10-45-73	VEHICLE SUPPLIES/MAINTENANCE	25,266.89	65,393.02	44,435.52	45,078.90	59,712.72	71,821.00	37,000.00	82%	52%
10-45-74	VEHICLE LEASE	157,989.95	99,554.56	57,519.11	118,937.18	161,520.50	144,203.00	131,054.00	110%	91%
10-45-76	VEHICLE REPLACEMENT	.00	131,120.30	.00	.00	.00	.00	.00	.00	.00
10-45-77	Equipment Replacement	118,739.01	80,224.08	28,954.57	58,422.53	50,935.34	55,895.00	62,975.00	108%	113%

Account Number	Account Title	2016-17	2017-18	2018-19	2019-20	2020-21	2020-21	2021-22	2021-22	2021-22
		Prior year 4 Actual	Prior year 3 Actual	Prior year 2 Actual	Prior year Actual	Current year Actual	Current year Budget	Future year Budget	Budget Over FY20 Actual	Budget Over FY21 Budget
10-45-78	CAPITAL	4,571.10	.00	9,222.51	62,972.80	2,912.97	9,295.00	9,295.00	15%	100%
10-45-79	INSURANCE	87,973.15	79,568.73	78,917.51	71,764.41	63,521.85	92,000.00	93,000.00	130%	101%
10-45-80	Bankcard Fees	1,410.26	1,466.69	1,552.19	1,155.13	945.42	1,200.00	1,200.00	104%	100%
10-45-89	Animal Control	6,495.56	5,280.91	3,523.11	3,475.10	2,363.42	4,000.00	4,000.00	115%	100%
10-45-90	POLICE SUPPLIES	7,057.26	11,648.67	4,847.36	22,050.66	19,672.30	9,550.00	9,550.00	43%	100%
10-45-91	One Time Refund to Cities	.00	.00	.00	.00	.00	.00	.00	.00	.00
Total POLICE DEPARTMENT:		3,059,295.37	3,238,862.93	3,106,571.84	3,559,249.64	2,962,444.49	3,581,713.95	3,583,947.00	101%	100%
FIRE / EMS DEPARTMENT										
10-47-10	WAGES - PERMANENT EMPLOYEES	1,016,136.02	953,491.96	1,036,495.29	1,168,485.19	1,125,087.12	1,113,785.45	1,173,200.00	100%	105%
10-47-11	Overtime Wages/Standby	71,521.76	101,800.46	69,451.91	108,285.32	88,579.08	108,549.00	110,565.00	102%	102%
10-47-12	PART TIME EMPLOYEES	398,350.11	435,440.55	501,091.59	427,743.24	456,640.06	420,480.00	420,480.00	98%	100%
10-47-13	Holiday Pay	18,001.72	18,604.80	1,950.09	.00	.00	.00	.00	.00	.00
10-47-17	Interns	263.60	1,682.88	.00	30.00-	.00	.00	.00	.00	.00
10-47-18	Special Payouts	110,271.00	12,000.00	.00	.00	4,611.64-	.00	.00	.00	.00
10-47-20	MEDICAL BENEFITS	292,082.54	226,634.98	282,966.51	300,249.62	263,139.55	332,860.00	340,282.00	113%	102%
10-47-21	RETIREMENT	312,234.24	226,201.62	238,944.90	256,756.35	226,112.33	300,512.60	312,644.00	122%	104%
10-47-22	FICA/MEDICARE	23,714.53	21,596.04	23,483.77	24,858.83	24,214.58	22,158.00	23,108.00	93%	104%
10-47-25	UNIFORM EXPENSE	30,222.86	40,242.68	30,496.97	23,732.88	11,736.28	24,000.00	20,566.00	87%	86%
10-47-29	State Medicaid Fund	13,532.46	13,162.81	19,303.63	14,344.37	9,694.91	17,200.00	16,400.00	114%	95%
10-47-30	Charge Offs Ambulance Services	.00	.00	.00	.00	.00	.00	.00	.00	.00
10-47-31	DUES, SUBSCRIPTIONS, REF MATLS	450.43	607.99	1,637.97	3,536.72	1,012.41	4,725.00	4,132.00	117%	87%
10-47-32	Equipment Repairs	.00	.00	1,567.17	1,057.95	453.79	6,000.00	5,609.00	530%	93%
10-47-33	PUBLIC EDUCATION	5,329.44	2,625.00	5,392.10	2,698.88	1,704.68	4,250.00	2,244.00	83%	53%
10-47-34	Equipment Maintenance	.00	.00	9,984.86	8,692.14	7,413.56	11,651.00	13,054.00	150%	112%
10-47-35	Station Supplies-Consumable	.00	.00	2,546.94	3,979.13	3,697.26	5,400.00	4,693.00	118%	87%
10-47-36	EMERGENCY PREPARATION	2,342.66	.00	.00	.00	.00	.00	.00	.00	.00
10-47-37	Cell Phones & Devices	.00	.00	7,935.48	9,660.67	8,080.76	10,180.00	10,464.00	108%	103%
10-47-38	TRAVEL EXPENSE	9,861.64	2,100.55	.00	.00	.00	.00	.00	.00	.00
10-47-39	IT Services & Computers	.00	.00	14,843.83	9,617.73	8,616.03	13,020.00	14,148.00	147%	109%
10-47-40	POSTAGE, PRINTING, MISC SUPPL	981.43	2,787.43	2,963.71	3,564.58	3,546.83	6,136.00	5,856.00	164%	95%
10-47-41	Employee Recognition	.00	.00	.00	145.36	3,662.42	3,700.00	4,487.00	3087%	121%
10-47-42	Professional & Technical Serv	.00	.00	31,725.87	27,095.12	26,733.30	34,768.00	37,586.00	139%	108%
10-47-43	Medical Equipment	.00	.00	4,903.91	2,410.42	828.71	32,950.00	6,544.00	271%	20%
10-47-44	Protective Clothing	.00	.00	27,913.50	25,819.45	5,581.89	29,035.00	28,298.00	110%	97%
10-47-45	Food & Beverage	.00	.00	2,684.79	1,600.18	2,318.89	4,607.00	3,845.00	240%	83%
10-47-46	Grants	.00	.00	15,347.92	19,919.25	5,420.00	.00	.00	.00	.00
10-47-47	Trauma Kits for Schools	.00	.00	8,287.63	5,401.23	.00	.00	.00	.00	.00

Account Number	Account Title	2016-17	2017-18	2018-19	2019-20	2020-21	2020-21	2021-22	2021-22	2021-22
		Prior year 4 Actual	Prior year 3 Actual	Prior year 2 Actual	Prior year Actual	Current year Actual	Current year Budget	Future year Budget	Budget Over FY20 Actual	Budget Over FY21 Budget
10-47-48	PHYSICALS	2,500.00	4,320.00	370.00	.00	.00	.00	.00	.00	.00
10-47-49	MEDICAL SUPPLIES	31,613.20	46,815.28	35,282.56	32,589.59	31,089.99	37,200.00	33,420.00	103%	90%
10-47-50	Capital Projects	.00	.00	270,818.41	32,445.00	353,786.30	360,986.00	60,113.00	185%	17%
10-47-52	Utilities	51,539.26	51,715.98	28,669.91	26,734.92	24,598.39	27,413.00	27,413.00	103%	100%
10-47-58	Exp Aid Provided Oth. Agencies	.00	.00	85,489.98	39,516.43	35,555.42	.00	.00	.00	.00
10-47-59	Building Maintenance	14,801.67	16,192.86	17,579.73	8,607.76	12,943.02	22,030.00	17,388.00	202%	79%
10-47-60	RADIO SERVICE	14,048.54	18,679.30	2,261.05	1,295.00	1,100.00	.00	.00	.00	.00
10-47-63	BILLING AND COLLECTION	37,716.83	34,875.32	31,380.61	24,665.62	19,009.28	24,000.00	24,650.00	100%	103%
10-47-68	TRAINING	7,744.25	7,375.33	11,365.68	12,391.88	17,745.24	15,980.00	20,370.00	164%	127%
10-47-69	RENT	185,111.20	185,111.20	185,111.20	126,859.59	95,144.80	126,860.00	126,860.00	100%	100%
10-47-71	FUEL	14,490.36	22,597.18	30,060.39	22,906.43	19,085.52	28,500.00	26,643.00	116%	93%
10-47-73	VEHICLE SUPPLIES/MAINTENANCE	33,105.56	57,994.82	79,166.29	53,958.32	42,880.29	41,130.00	39,282.00	73%	96%
10-47-74	VEHICLE LEASE	253,053.00	253,062.33	252,415.22	255,274.60	209,311.98	210,299.00	216,205.00	85%	103%
10-47-75	EARLY PAY OFF OF LEASE	.00	.00	.00	.00	.00	.00	.00	.00	.00
10-47-76	CAPITAL EXPENSE	.00	.00	.00	.00	.00	.00	.00	.00	.00
10-47-78	EQUIPMENT	81,865.75	169,526.00	161,386.17	49,390.81	35,514.99	46,550.00	26,643.00	54%	57%
10-47-79	INSURANCE	105,141.98	88,427.04	94,257.06	83,576.83	75,748.72	90,400.00	92,769.00	111%	103%
10-47-90	MISCELLANEOUS EXPENSE	14,333.87	12,230.29	1,653.17	41,036.70	140,049.44	5,000.00	4,674.00	11%	93%
10-47-91	Equipment Lease	37,748.75	44,474.01	12,894.49	12,894.49	6,937.46	6,937.00	.00	.00	.00
Total FIRE / EMS DEPARTMENT:		3,190,110.66	3,072,376.69	3,642,082.26	3,273,768.58	3,400,163.64	3,549,252.05	3,274,635.00	100%	92%
GENERAL FUND Revenue Total:		6,419,153.03	6,508,009.31	7,122,247.32	7,588,886.76	6,166,499.28	6,974,210.94	7,125,151.00	94%	102%
GENERAL FUND Expenditure Total:		6,478,141.46	6,542,446.82	6,935,686.35	7,019,328.68	6,518,562.26	7,366,260.00	7,111,596.00	101%	97%
Net Total GENERAL FUND:		58,988.43-	34,437.51-	186,560.97	569,558.08	352,062.98-	392,049.06-	13,555.00	2%	-3%

Account Number	Account Title	2016-17 Prior year 4 Actual	2017-18 Prior year 3 Actual	2018-19 Prior year 2 Actual	2019-20 Prior year Actual	2020-21 Current year Actual	2020-21 Current year Budget	2021-22 Future year Budget	2021-22 Budget Over FY20 Actual	2021-22 Budget Over FY21 Budget
Depreciation Expense										
Source: 30										
91-30-10	Disposition Fixed Assets	1,100.33-	11,731.81	21,846.32	.00	.00	.00	.00	.00	.00
Total Source: 30:		1,100.33-	11,731.81	21,846.32	.00	.00	.00	.00	.00	.00
Depreciation Expense										
91-40-10	Police Depr. Expense	154,981.84	135,449.96	137,247.64	.00	.00	.00	116,756.00	.00	.00
91-40-20	Fire Depr. Expense	251,101.92	201,929.88	203,363.41	.00	.00	.00	207,253.00	.00	.00
Total Depreciation Expense:		406,083.76	337,379.84	340,611.05	.00	.00	.00	324,009.00	.00	.00
Depreciation Expense Revenue Total:		1,100.33-	11,731.81	21,846.32	.00	.00	.00	.00	.00	.00
Depreciation Expense Expenditure Total:		406,083.76	337,379.84	340,611.05	.00	.00	.00	324,009.00	.00	.00
Net Total Depreciation Expense:		407,184.09-	325,648.03-	318,764.73-	.00	.00	.00	324,009.00-	.00	.00
Net Grand Totals:		466,172.52-	360,085.54-	132,203.76-	569,558.08	352,062.98-	392,049.06-	310,454.00-	-55%	79%

Report Criteria:

- Print Fund Titles
- Page and Total by Fund
- Print Source Titles
- Total by Source
- Print Department Titles
- Total by Department
- All Segments Tested for Total Breaks

**A RESOLUTION ENACTING AND ADMINISTERING
THE FINAL LONE PEAK PUBLIC SAFETY DISTRICT BUDGET FOR
FISCAL YEAR 2021-2022**

WHEREAS, it is deemed desirable and to the best interest of Lone Peak Public Safety District to enact its annual budget for both operations and capital outlay.

NOW, THEREFORE, THE BOARD OF LONE PEAK PUBLIC SAFETY DISTRICT,
DOES ORDAIN AS FOLLOWS:

**ARTICLE I
DEFINITIONS**

SECTION 1. BUDGET YEAR means the fiscal year for which a budget is made.

SECTION 2. FISCAL YEAR means that year which begins on the first day of July 2021 and ending on the last day of June 2022.

**ARTICLE II
BUDGET ESTABLISHES APPROPRIATIONS**

SECTION 1. APPROPRIATIONS.

From the effective date of the budget, as outlined in the attached the budget Exhibit, the several amounts stated therein as proposed expenditures, shall be and become appropriated to the several objects and purposes therein named.

SECTION 2. ANTICIPATED REVENUES.

Anticipated revenues shall include revenue from all sources, including grants and loans and shall be classified in accordance with the chart of accounts of the district.

SECTION 3. FUND BALANCE.

The fund balance shall be available for emergency appropriation by the District Board.

**ARTICLE III
ADMINISTRATION OF BUDGET, FINANCIAL CONTROL**

SECTION 1. APPROVAL OF EXPENDITURES.

The Executive Director shall have charge of the administration of the financial affairs of the District and to that end shall supervise and be responsible for the disbursement of all monies and have control over all expenditures to ensure that appropriations are not exceeded. He or she shall exercise financial budgetary control over each office, department, and agency and shall cause separate accounts to be kept for the items of appropriation contained in the budget.

SECTION 2. REPORTS

The Executive Director shall periodically report to the governing body on the status of the budget.

ARTICLE IV
SEVERABILITY

If any provision of this resolution or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or application of the resolution which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

ARTICLE V

APPROVED AND ADOPTED, on the 26th day of May, 2021 and shall become effective July 1, 2021 for the Fiscal Year 2020-2022.

LONE PEAK PUBLIC SAFETY DISTRICT

Brittney P. Bills
Chair

ATTEST:

Stephannie Cottle, City Recorder

BOARDMEMBER	YES	NO
Rodney Mann	<input type="checkbox"/>	<input type="checkbox"/>
Kurt Ostler	<input type="checkbox"/>	<input type="checkbox"/>
Troy Stout	<input type="checkbox"/>	<input type="checkbox"/>
Jason Thelin	<input type="checkbox"/>	<input type="checkbox"/>

**ALPINE SCHOOL DISTRICT AND LONE PEAK PUBLIC SAFETY DISTRICT
SCHOOL RESOURCES OFFICER INTERLOCAL COOPERATION AGREEMENT**

This Agreement is executed in duplicate this 23 day of March, 2021 by and between the Board of Education of Alpine School District of the State of Utah, a corporation and political subdivision of the State of Utah, with its principal offices located at 575 N. 100 E., American Fork, Utah, 84003 (hereinafter referred to as the “School District”), and the Lone Peak Public Safety District (hereinafter referred to as the “Safety District”), with its principal offices located at 5400 Civic Center Dr, Suite #1 Highland, UT 84003.

WITNESSETH

WHEREAS, pursuant to the provisions of the Utah Interlocal Cooperation Act, Utah Code Annotated, Section 11-13-101, et seq., as amended, public agencies, including political subdivisions of the State of Utah as defined therein, are authorized to enter into mutually advantageous agreements for joint or cooperative action;

WHEREAS, Utah Code Annotated, Section 53G-8-703 provides that the School District may contract with a law enforcement agency to provide School Resource Officer services at its schools after Board of Education review and approval of the Agreement;

WHEREAS, the School District and Safety District (collectively referred to as “Parties”), through their respective governing bodies, have voluntarily determined that the interests and welfare of the public within their respective jurisdictions will best be served by this Agreement to provide for joint and cooperative action in regards to having a School Resource Officer (“SRO”) serve at Lone Peak High, Mountain Ridge Middle and Timberline Middle Schools, in Highland and Alpine, Utah.

WHEREAS, the Parties intend to cooperate to provide for the health, safety and welfare of School District students, personnel, volunteers, and authorized visitors; maintain a safe and secure environment in School District facilities and at School District programs by the Parties acting swiftly and cooperatively when responding to major disruptions and criminal offenses at school; report serious crimes that occur on campus to ensure cooperation with law enforcement officials in their investigation; and to foster educational programs and activities that will increase student knowledge of and respect for the rule of law and the function of law enforcement agencies; to improve school climate; and encourage SROs to attend extra-curricular activities held at schools, when possible, such as athletic events, PTSA meetings, plays, and concerts.

WHEREAS, the governing bodies of the School District and the Safety District have by resolution or motion agreed to adopt this Agreement to provide for the joint and cooperative action contained herein; and

WHEREAS, this Agreement shall replace and supersede any agreements or memoranda of understanding approved and executed previously by the School District and the Safety District regarding SROs.

THEREFORE, this Agreement has been approved by both the School District and the Safety District.

COVENANTS

NOW THEREFORE, the School District and the Safety District agree as follows:

1. **Term.** The term of this Agreement shall begin on July 1, 2021 and shall continue for a period of up to five (5) July 1 – June 30 fiscal years, terminating on June 30, 2026 unless sooner as provided herein. However, should either party encounter budgetary constraints that make the continuation of this Agreement impractical, then either party may cancel this Agreement upon sixty (60) days' notice in writing to the other. Following the initial five-year term, this Agreement shall be automatically renewed for successive one-year periods unless either party requests termination or modification of this Agreement, with a total term not to exceed 50 years. Such request will be made in writing.

2. **Administrator.** Pursuant to Utah Code Annotated, Section 11-13-101, et seq., the parties agree that the Safety District shall act as administrator responsible for this Agreement. This Agreement does not anticipate nor provide for any organizational changes in the Safety District or the School District.

3. **Manner of Financing.** This agreement and the matters contemplated herein shall not receive separate financing nor shall a separate budget be required. Each party shall be responsible for its own obligations under this Agreement. The Safety District shall budget and be responsible for all payments related to the employment of the SRO. The Safety District shall budget and be responsible for all other costs and matters associated with employing and maintaining the SROs, including, but not limited to, salaries, payroll taxes, workers compensation insurance, benefits, automobile, uniforms, training, equipment, etc. The Safety District shall send an invoice to the School District on an annual basis following the completion of the school year for payment of services of the SROs as agreed to in writing between the School District and Safety District, which total cost to the School District is:

- thirty-five thousand dollars (\$35,000) per full-time, High School, SRO; sixteen thousand five hundred dollars (\$16,500) per half-time, Middle/Jr. High School, SRO

The invoice shall be paid within thirty (30) days of receipt by the School District. If this Agreement is terminated during the budget year, the School District and the Safety District agree to divide the costs associated with the payment of the services of the SROs as on a pro-rated basis depending upon the length of the year remaining.

4. **Filing of Agreement.** A copy of this Agreement shall be placed on file in the Office of the Safety District Recorder of the Safety District and with the Business Administrator of the School District and shall remain on file for public inspection during the term of this Agreement.

5. Description of Arrangement.

5.1 Employment of the School Resource Officer

1. The Safety District agrees to employ and provide a full-time police officer at Lone Peak High and a part-time police officer at Mountain Ridge Junior and Timberline Middle Schools during the school year (referred to herein as the “School Resource Officer” or “SRO”). It is clearly understood, acknowledged, and agreed to by the parties that the SRO is an employee of the Safety District, subject to the administration, supervision, and control of the Safety District.
2. The Safety District will furnish training, uniforms, equipment, and schedule of deployment required under Utah law or that is needed for the operation of this Agreement.
3. The SRO shall be subject to all personnel policies and practices of the Safety District, except as such policies or practices may be modified by the terms and conditions of this Agreement.
4. The Safety District, in its sole discretion, shall have the power and authority to hire, replace and rotate, discharge, and discipline the SRO; however, prior to assigning an SRO, the Safety District shall discuss the applicants for the position with the District and shall accept input from the District.
5. As an employee of the Safety District, the SRO will be subject to the chain of command of the Safety District’s Police Department.
6. If the principal of Lone Peak High, Mountain Ridge Junior or Timberline Middle School is dissatisfied, with justifiable reason, with the SRO who has been assigned to the school, then the principal may request that the Safety District’s Chief of Police assign a different police officer as the SRO for the school. Unless the nature of the concerns warrant immediate replacement, such a request should normally occur after the principal has previously met with the Safety District’s Chief of Police (or designee) to discuss concerns and allow a reasonable amount of time for the Safety District to remediate the issues. If mutually agreed by the Safety District and School District, the Safety District’s Chief of Police shall assign a new SRO to the school. The Safety District reserves the right to remove/re-assign any SRO with notification given to the principal of Lone Peak High, Mountain Ridge Junior or Timberline Middle School and to the School District.

5.2 Duties of the School Resource Officer

1. The purpose of the SRO is to provide for and maintain a safe, healthy, and productive learning environment, emphasizing the use of restorative approaches to address negative behavior, while acting as a positive role model for students by working in a cooperative, proactive, problem-solving manner between the Safety District and the School District.
2. The SRO is to build relationships, enhance community-policing activities, identify safety concerns within the schools, develop problem solving strategies with school administrators and staff, and collaboratively develop a comprehensive school safety plan with school administrators and staff.

3. The SRO shall be expected to attend and participate in applicable school meetings, teach law enforcement classes at the school, and to communicate and coordinate with the school principal and other appropriate school administrators concerning the needs of the school and its students.
4. In coordination with school administrators, the SRO may provide presentations to the school in safety, crime prevention, bullying, etc., and may also provide additional services to the school if available.
5. The Safety District and the SRO will work closely with School District officials to improve the social and behavioral skills of students in order to maximize their ability to achieve academically and become successful, contributing citizens. Issues to be addressed may include substance abuse, violence reduction, social skills, problem-solving skills, and other areas of School District and community concern.
6. The Safety District and School District understand that the SRO may use measures to secure school property as followed through established protocols of the Safety District's Police Department and the School District in the event of an emergency situation that requires the activation of emergency response procedures (i.e., critical incident protocols such as "lockdown" and "Secure").
7. The SRO will be a visible, active law enforcement figure dealing with the school's law enforcement matters at school and at school activities and events.
8. The SRO and school administrators will coordinate to differentiate between school disciplinary issues (school administrator responsibility) and criminal issues (SRO responsibility) and respond appropriately, de-escalating school-based incidents whenever possible. SROs are responsible for criminal law issues, not school discipline issues. Absent a real and immediate threat, the SRO shall refer to school administration any offenses identified by the SRO which fall within the scope of Utah Code § 53G-8-211(3); such offenses shall be handled as student discipline matters and not referred to juvenile court or other law enforcement officers. Student suicide threats wherein the student and possibly others may be placed at risk should be handled expeditiously and coordinated between the SRO and school administrators to determine the best course of action in which to address the situation.
9. The SRO will be involved in school discipline only when it pertains to certain criminal matters and preventing a disruption that would, if ignored, place students, school personnel, and others at risk of harm, so the SRO will resolve the problem to preserve the safe school climate. In all other cases, disciplining students for policy violations is a school responsibility. In those situations, the SRO may, if appropriate under the circumstances, take students who violate School District conduct policies to the administration offices for discipline to be taken by school administrators.
10. The SRO shall confer with school administrators to resolve an offense that is a minor violation of the law but would not violate the law if committed by an adult, which originates or continues on school property.
11. The SRO shall initiate positive interaction with students in the classroom and general areas of the school campus to promote the profession of police officers and be a positive

role model, while increasing the visibility and accessibility of police to the school community.

12. The SRO will share information with the school's administrators about persons and conditions pertaining to school campus safety concerns to the extent allowed by law and the Safety District's Police Department policies.
13. The SRO may assist with resolving law enforcement issues that affect the students, the school, the School 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 School 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 school administration.
14. The SRO shall notify school administration upon removing a student from the school campus.
15. The SRO shall notify a parent as soon as possible when students are issued a criminal citation or arrested.
16. If a student arrest is warranted, the SRO shall, while protecting the safety of all parties, use the least disruptive and the least intrusive manner reasonably available to conduct the arrest of the student. The 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, and/or others.
17. The 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 they are subject to arrest.
18. The 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.
19. The SRO shall become familiar with the School District's student conduct and discipline policies.
20. The SRO and the principal of Lone Peak High, Mountain Ridge Junior and Timberline Middle School, or his/her designee, will jointly complete the school resource officer training program described in Utah Code Annotated, Section 53G-8-702. The training program curriculum and materials are to be developed by the Utah State Board of Education and will include training on the following topics: (a) childhood and adolescent development; (b) responding age-appropriately to students; (c) working with disabled students; (d) techniques to de-escalate and resolve conflict; (e) cultural awareness; (f) restorative justice practices; (g) identifying a student exposed to violence or trauma and referring the student to appropriate resources; (h) student privacy rights; (i) negative consequences associated with youth involvement in the juvenile and criminal justice systems; (j) strategies to reduce juvenile justice involvement; and (k) roles of and

distinctions between a school resource officer and other school staff who help keep a school secure. If training is required during the school day, the School District and the Safety District's Police Department will coordinate together to provide coverage for the SRO's classes and responsibilities at the school.

21. The Safety District and School District may coordinate and jointly fund other beneficial training opportunities for the SRO and school administrators.

5.3 Duties of School Administrators

1. School administrators shall provide the Safety District's Police Department with appropriate school administrator names and contact information to facilitate communication.
2. School administrators shall provide an office/storage or workspace for the SRO's materials and personal effects.
3. School administrators shall provide students, classroom, equipment, and supplies for classes taught by the SRO.
4. School administrators will arrange meetings with the SRO as needed by the school administration.
5. School Administrators and the SRO will coordinate to differentiate between school disciplinary issues (school administrator responsibility) and criminal issues (SRO responsibility) and respond appropriately, de-escalating school-based incidents whenever possible. SROs are responsible for criminal law issues, not school discipline issues. Absent a real and immediate threat, the SRO shall refer to school administration any offenses identified by the SRO which fall within the scope of Utah Code § 53G-8-211(3); such offenses shall be handled as student discipline matters and not referred to juvenile court or other law enforcement officers. Student suicide threats wherein the student and possibly others may be placed at risk should be handled expeditiously and coordinated between the SRO and school administrators to determine the best course of action in which to address the situation.
6. School administrators shall confer with the SRO to resolve an offense that is a minor violation of the law but would not violate the law if committed by an adult, which originates or continues on school property.
7. School administrators will make an effort to handle routine student conduct and disciplinary matters without involving the SRO in a law enforcement capacity, unless it is absolutely necessary or required by law.
8. School administrators will facilitate SRO-initiated investigations and actions (see 5.4 and 5.6).
9. School administrators will provide ongoing feedback to the Safety District's Police Department for SRO evaluation purposes.
10. The School District acknowledges that the SRO is required by Safety District policies and procedures to attend mandatory trainings and/or meetings.

11. If applicable and deemed necessary, school administrators will provide opportunities for the SRO and school administration to meet with parents and community members during the school year.
12. The SRO and the principal of Lone Peak High, Mountain Ridge Junior and Timberline Middle School, or his/her designee, will jointly complete the school resource officer training program described in Utah Code Annotated, Section 53G-8-702. The training program curriculum and materials are to be developed by the Utah State Board of Education and will include training on the following topics: (a) childhood and adolescent development; (b) responding age-appropriately to students; (c) working with disabled students; (d) techniques to de-escalate and resolve conflict; (e) cultural awareness; (f) restorative justice practices; (g) identifying a student exposed to violence or trauma and referring the student to appropriate resources; (h) student privacy rights; (i) negative consequences associated with youth involvement in the juvenile and criminal justice systems; (j) strategies to reduce juvenile justice involvement; and (k) roles of and distinctions between a school resource officer and other school staff who help keep a school secure. If training is required during the school day, the School District and the Safety District's Police Department will coordinate together to provide coverage for the SRO's classes and responsibilities at the school.
13. The Safety District and School District may coordinate and jointly fund and provide other beneficial training opportunities for the SRO and school administrators.
14. School administrators shall comply with the provisions of student conduct and discipline policies, including Alpine School District Policies and other student conduct and discipline related policies.

5.4 Student Rights SRO Search and Seizure

1. The SRO may conduct or participate in a search of a student's person, school locker, personal belongings, electronic devices, or vehicle only where there is "probable cause" to believe that the search will turn up evidence that the student has committed or is committing a criminal offense.
2. The SRO shall follow state and federal law and the Safety District's Police Department policies and procedures when conducting searches of persons and property which may require a search warrant.
3. Except in the event of exigent circumstances, the SRO shall inform school administrators prior to conducting a "probable cause" search where practicable.
4. The 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. Strip searches of students by SROs are prohibited.

5.5 School Administrators Search and Seizure

1. A school administrator may conduct a search of a student's person, school locker, personal belongings, electronic devices, or vehicle in accordance with the "reasonable suspicion" legal standards.

2. Absent a real and immediate threat to any person or to the 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.
3. Strip searches of students by school administrators are prohibited.

5.6 Student Questioning

1. SRO - Student as Alleged Perpetrator. The SRO may question a student about conduct that could expose the student to arrest or criminal charges according to the following guidelines:
 - A. Student is Fourteen (14) Years of Age or Older. Before interviewing a student who is of the age of fourteen (14) years or older and who is a suspected perpetrator of a criminal matter, the SRO may make an effort to first contact the student's parent / legal guardian if deemed appropriate under the circumstances. Nevertheless, the SRO may interview a student who is fourteen (14) years of age or older so long as applicable legal criteria has been satisfied. The parent / legal guardian of a student who is interviewed by the SRO should be informed as soon as reasonably practicable that an interview has taken place.
 - B. Student is Under the Age of Fourteen (14) Years. Before interviewing a student who is under the age of fourteen (14) years and who is a suspected perpetrator of a criminal matter, the SRO must first contact the student's parent / legal guardian to either obtain their physical presence or obtain a waiver of physical presence prior to conducting the interview. The SRO may interview the student who is under the age of fourteen (14) years so long as applicable legal criteria has been satisfied.
 - C. The SRO shall inform school administrators prior to questioning the student where practicable.
 - D. The SRO shall not ask a school administrator to question a student in an effort to circumvent the student's rights and protections.
2. SRO - Student as Alleged Victim or Witness. The SRO may question a student who is the alleged victim or witness to a possible criminal matter according to the following guidelines:
 - A. Student is Fourteen (14) Years of Age or Older. Generally, the SRO may question a student who is of the age of fourteen (14) years or older if the student is an alleged victim or witness to a criminal matter. School administrators and the SRO should use their best judgment in determining whether specific circumstances would warrant contacting the student's parent / legal guardian prior to the interview. In the event of an investigation involving alleged child abuse or neglect, the parent / legal guardian of a student who is interviewed by the SRO should be informed in accordance with applicable Utah law that an interview has taken place.
 - B. Student is Under the Age of Fourteen (14) Years. Before interviewing a student who is under the age of fourteen (14) years and who is an alleged victim or witness to a criminal matter, school administrators and the SRO should use their best judgment in determining whether specific circumstances would warrant contacting the student's

parent / legal guardian prior to the interview. In the event of an investigation involving alleged child abuse or neglect, the parent / legal guardian of a student who is interviewed by the SRO should be informed in accordance with applicable Utah law that an interview has taken place.

- C. The SRO shall inform school administrators prior to questioning the student where practicable.
 - D. The SRO shall not ask a school administrator to question a student in an effort to circumvent the student's rights and protections.
3. SRO – Child Abuse and Neglect Cases. In the event the SRO is investigating a suspected child abuse or neglect matter, the SRO and school administrators shall follow the procedures outlined in the Child Abuse and Neglect Protocol Handbook compiled by Alpine School District, Child Protective Services, and Law Enforcement. In conjunction therewith, the SRO who is requesting permission to interview a student at school must sign the Confidential School Liability Release Form.
 4. SRO – Student Conversations. In general, conversations between the SRO and students will be on the premise of building relationships to help develop a healthy learning environment and promote prosocial behaviors.
 5. School Administrators – Student Interviews and Questioning. 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. Utah law defines “in loco parentis” in Utah Code Ann., Section 53E-6-703(1)(b) as “the power of professional school personnel to exercise the rights, duties, and responsibilities of a reasonable, responsible parent in dealing with students in school-related matters.” 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. In addition, school personnel have a legal responsibility and protocol in cooperating with the Division of Child and Family Services (DCFS) and law enforcement officials relating to suspected child abuse or neglect.

5.7 Access to Education Records

1. School administrators shall allow the SRO to inspect and copy any public records, including student “directory information,” maintained by the school to the extent allowed by state and federal law.
2. If some information in a student's educational record is needed in an emergency to protect the health or safety of the student or others, school administrators shall disclose to the SRO the information that is needed to respond to the emergency situation based on:
 - (i) the seriousness of the threat to the health or safety of an individual;
 - (ii) the need of the information to meet the emergency situation; and
 - (iii) the extent to which time is of the essence.

3. If the SRO needs confidential student educational record information, but no emergency situation exists, the information may be disclosed only as allowed by applicable state and federal law.

6. **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.

7. **Termination**. Either party may terminate this Agreement upon 30 days written notice, for no reason and without cause. Termination of this Agreement shall constitute withdrawal from the cooperative undertaking established by the Agreement.

8. **Utah Law**. This Agreement shall be interpreted pursuant to the laws of the State of Utah. This Agreement, including the rights, obligations, and investigative and law enforcement duties of the SRO, shall not supersede Utah Code § 53G-8-101 *et seq.*, “Public Education System—Local Administration; Discipline and Safety.” In the event of a conflict between this Agreement and Utah Code § 53G-8-101 *et seq.*, as amended, the SRO shall follow the requirements in Utah Code § 53G-8-101 *et seq.*

9. **Attorney’s Fees**. In the event that either party should be required to retain an attorney because of the default or breach of the other to pursue any other remedy provided by law, then the non-breaching or non-defaulting party shall be entitled to reasonable attorney’s fees, whether or not the matter is actually litigated.

10. **Severability and Interpretation of this Agreement**. The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other and all genders. The paragraph and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

11. **Amendment**. No waiver, consent, amendment, change of terms, or modification of this Agreement shall bind either party unless in writing and signed by both parties.

12. **No Presumption**. Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption the terms hereof shall be more strictly construed against one party, by reason of rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that all parties have participated in the preparation thereof.

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

14. **Liability and Indemnification.** Both parties are governmental entities under the Governmental Immunity Act of Utah (the “Governmental Immunity Act”), Utah Code Annotated, Section 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 which it commits or which are committed by its employees, officers, agents, or volunteers. It is understood and agreed that the SRO is and remains the employee and agent of the Safety District and that the Safety District is responsible for any wrongful acts or omissions by the SRO. 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 which may be occasioned by 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.

15. **Notices.** All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at their addresses first above written, or at other addresses as may be designated by notice given hereunder.

16. **Assignment.** The parties to this Agreement shall not assign this Agreement, or any part hereof, without the prior written consent of all other parties to this Agreement.

IN WITNESS WHEREOF, the parties have signed and executed this ALPINE SCHOOL DISTRICT AND LONE PEAK PUBLIC SAFETY DISTRICT SCHOOL RESOURCES OFFICER INTERLOCAL COOPERATION AGREEMENT, after resolutions duly and lawfully passed, on the dates listed below.

DATED this ____ day of _____, 2021.

_____ CITY

By: _____
_____, Mayor

ATTEST:

By: _____
_____, City Finance Director/Recorder

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

_____, _____ City Attorney

DATED this ____ day of _____, 2021.

BOARD OF EDUCATION OF ALPINE SCHOOL DISTRICT

By: _____
Board President

ATTEST:

By: _____
, Business Administrator

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

_____, Alpine School District Legal Counsel

LONE PEAK POLICE

Chief Brian J. Gwilliam



Memorandum

Date: May 24, 2021

To: LPPSD Board Members

From: Chief Brian J. Gwilliam

A handwritten signature in black ink, appearing to read 'Brian J. Gwilliam', is written over the 'From:' line.

Subject: Utah County Mobile Field Force

Purpose:

With the recent uptick up public protest and as times rioting, the Utah County Chiefs of Police elected to assemble a Mobile Field Force Team comprised of officer from each agency in the County. This team's sole purpose is to respond and give aid and keep the peace as best as possible in these situations. Each agency has donated resources, equipment, and manpower to the cause of keeping individuals from getting hurt and personal property from being damaged.

To date we have 3 officers who are assigned to the mobile field force. They have received training and have been deployed to incidents around the county this past 12 months.

Although neither Alpine nor Highland have seen these types of protests the possibility does exist that they may come to our area. My preference is to be prepared for the situation by employing recourses from surrounding cities and by providing training to our officers.

Recommendation:

I recommend that the Lone Peak Public Safety Board approve the Chair to sign the document allowing participation in the Utah County Mutual Aid Mobil Field Force Team.

MUTUAL AID MOBILE FIELD FORCE AGREEMENT

INTRODUCTION:

This agreement allows signatory agencies to support each other within the operational area during civil unrest to protect life and property when the event is beyond the capabilities of the affected entity. This agreement supports the mechanism for an immediate response to the requesting agency.

When faced with a disaster or emergency, law enforcement agencies have a responsibility to maintain service and recover in the most expedient way. This can best be accomplished by preparation, coordination, and cooperation with other law enforcement agencies.

When the Chief of Police, Sheriff, or their designee determines that an emergency situation in their jurisdiction may become or is already beyond the control of their department's resources, they may request mutual aid from the Utah County Mobile Field Force Commander selected by the Board of Directors.

This agreement is not intended to create mandatory obligations on the part of a responding agency or to replace or supersede the utilization of day-to-day mutual aid protocols or local agency agreements.

MUTUAL AID MOBILE FIELD FORCE AGREEMENT

SECTION 1 – MUTUAL AID MOBILE FIELD FORCE

PURPOSE

The Mutual Aid Mobile Field Force was developed to create an organized response by allied agencies to mutual aid requests. The term Mutual Aid Mobile Field Force (MAMFF) throughout this section describes this mutual aid element. The MAMFF is an organized, trained, and equipped force of officers and supervisors from allied law enforcement agencies within Utah County and Wasatch County. The operational concept is to deploy a force with sufficient personnel and equipment to mitigate potential or real problems resulting from a formal request for mutual aid.

MAMFF- ADMINISTRATIVE ORGANIZATION

The Board of Directors shall consist of one representative from each party to this Agreement and the Utah County Attorney.

The Executive Board will include six appointed Chiefs of police, designated by the Board of Directors by Majority vote, both Utah and Wasatch County Sheriffs, and a designee from the Utah County Attorney Office. The Executive Board will meet annually at a minimum. The duties of the Executive Board shall be to execute and carry out policies established by the Board of Directors and to establish policies and procedures for the day-to-day operations of the MAMFF.

The Executive Board shall adopt such rules and procedures regarding the orderly conduct of its meetings and discussions, including the frequency and location of meetings, as it shall deem necessary and appropriate.

The Executive Board shall report to the Board of Directors at least annually. The appointed members of the Executive Board may be removed at any time by a majority vote of the Board of Directors.

The CITY OF OREM is appointed by the parties to this Agreement as the financial department for the MAMFF. The CITY OF OREM shall oversee the accounting of the MAMFF, including the budget. Monies paid to the MAMFF shall be deposited with and accounted for by the CITY OF OREM. Funds shall be audited in accordance with standard financial procedures and regularly established laws relating to audit and management of public funds. The CITY OF OREM shall facilitate and make available checking accounts and procurement procedures.

In addition to the above administration, the Utah County Attorney's Office is designated as the entity which will provide legal advice on civil matters related to MAMFF operations. Since a separate entity is not created pursuant to this Agreement, in the event a member law enforcement officer or their employing agency becomes the subject of a claim or lawsuit arising out of a MAMFF operation, the individual law

Multi-Agency

MUTUAL AID MOBILE FIELD FORCE AGREEMENT

enforcement officer or his/her employing agency will be required to defend itself. If two or more member law enforcement officers or their employing agencies become the subject of the same claim or lawsuit arising out of MAMFF operations (hereinafter defendant/s), no defendant will enter into a settlement of all or a portion of the claim or lawsuit without first promptly, and at least two weeks prior to entering into the settlement of all or a portion of the claim or lawsuit, notifying all other defendant/s (including their employing law enforcement agencies if the agency is not a named party) of the terms and conditions of the proposed settlement. All notified defendant/s (including their employing law enforcement agencies if the agency is not a named party) shall keep the proposed settlement confidential and will not disclose the terms and conditions thereof except to the notified defendant/s' attorneys, insurers and officials necessary to evaluate the proposed settlement.

OPERATING GUIDELINES

Activation – The MAMFF will be made available for response pursuant to requests for mutual aid in the event of civil unrest or other major incidents following the guidelines as specified in the State of Utah Guidelines for Law Enforcement Mutual Aid Response Act 53-2a-301.

Upon receipt of a mutual aid request:

1. The Chief of Police or Sheriff or designee will notify the Mutual Aid Mobile Field Force Officer in Charge (MAMFF OIC) selected by the Board of Directors, Executive Board.
2. The Mobile Field Force Officer in Charge will notify the individual members of the MAMFF via the Everbridge system. This will include the location of the assembly point for the MAMFF as well as event information as needed.

National Incident Management System (NIMS) Incident command System (ICS) – When Activated, the MAMFF will follow the NIMS/ICS protocol outlined in the Law Enforcement Guide for Emergency Operations.

Personnel – The MAMFF will be comprised of personnel from participating Utah County law enforcement agencies, along with UVU, BYU, Wasatch County Sheriff, and Heber City. Each agency is responsible to ensure that appropriate members of the MAMFF are available for deployment in an emergency.

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MUTUAL AID MOBILE FIELD FORCE AGREEMENT

Equipment – MAMFF members will be equipped with the following equipment by their assigned agency and/or from the MAMFF for response to MAMFF activation:

- Duty Uniform
- Duty Belt
- Eye Protection
- Gloves
- Soft Body Armor
- Ballistic Helmet
- Baton - 36" riot
- Department issued Patrol Baton/ASP
- Flashlight
- Riot Shield
- Elbow and Knee Pads
- Shin Guards
- Turtle Shell Chest Protector
- Personal Water System
- Respirator Mask
- Deployment Bag

Communications – To ensure common communications capability, communications equipment will be provided to members of the MAMFF by the MAMFF OIC using the Utah County cached radio system if their home agencies are not currently on the interoperable radio system and they do not have compatible radios.

Training – Appropriate training is crucial to the maintenance of an effective MAMFF. MAMFF training will consist of an initial 24-hour training session and supplemented with quarterly 8-hour MAMFF update training sessions as needed. Each home agency will fund their own officers for training. The initial 24-hour training will be certified through the MAMFF Board, or Utah Peace Officer Standards and Training (POST), or FEMA.

After Action Reports – AARs will be completed by the MAMFF OIC and forwarded to the Incident commander immediately following the event that initiated the MAMFF activation. AARs will be forwarded to the Chief Executive of each agency. AARs will include a synopsis of the event, personnel deployed, hours worked, arrests made, expenditures and reimbursements, problems encountered and recommendations for improvements to the MAMFF program.

MUTUAL AID MOBILE FIELD FORCE AGREEMENT

Fiscal Guidelines –

- Payroll. All officers, when assigned to the MAMFF will be paid by their respective agencies.
- Illness. If a MAMFF member becomes ill while assigned to the MAMFF, the MAMFF member's agency sick leave policy will be used. The MAMFF OIC will report any illness to the MAMFF member's agency representative.
- Overtime. All overtime for members of the MAMFF will be the responsibility of their home agency.
- Injury on duty. Any injury to an officer on duty during a MAMFF operation is the responsibility of the home agency.

SECTION 2 – ADMINISTRATIVE GUIDELINES

1. **Peace Officer Authority Consent:** When police authority is being exercised in another jurisdiction, the jurisdiction sheriff or police chief shall be notified as a professional law enforcement courtesy.

2. **Chain of Command:** In a MAMFF deployment, the MAMFF will be assigned to support the Incident Commander of the mutual aid event. When operating as part of the MAMFF, assigned officers will be placed under the operational control of the MAMFF OIC. *The MAMFF OIC is subordinate to the incident command but should advise on tactics and operations based on the specialized training and experience gained as the MAMFF OIC.*

3. **Public Order Unit (POU):** The POU is a 30-member team within the body of the MAMFF, selected by leadership of the MAMFF, trained according to the MAMFF Training Manual, and equipped by all participating agencies and funded proportionately according to census. This team is deployed under the direction of the MAMFF leadership. Members of the POU shall be designated for a term of no less than three years.

4. **Use of Force:** Responding officers will adhere to their agency's Use of Force policies when deployed to MAMFF events.

5. **Officer-Involved Critical Incident:** The investigation of officer-involved critical incident shall be under the existing Officer Involved Critical Incident (OICI) protocol. In the case of a MAMFF event, the MAMFF OIC would immediately notify the involved officers' agencies.

MUTUAL AID MOBILE FIELD FORCE AGREEMENT

6. **Arrests:** It shall be the primary responsibility of the police agency having immediate jurisdiction of the incident to furnish arrest teams or other arresting personnel. In instances where the requesting agency by reason of size does not have an arrest team, at least one uniformed member of that agency shall participate as a member of a responding arrest team, when practical.

- A Field Booking Team may be established to facilitate the booking process and transportation of those arrested. The size of the team depends on the nature of the incident and the number of arrests expected. Arrestees in need of medical treatment or who are rejected by the Utah County Jail for medical reasons shall be transported by the requesting agency for medical treatment and clearance if possible. The requesting agency shall hold the responding agencies harmless for arrestee medical expenses incurred to obtain jail medical clearance.
- In all types of disturbances, in addition to arrest teams, jurisdictions should utilize special teams for photography and video recordings. Liaison should be established to obtain and/or view photographs and videotapes taken by news media, television stations and amateur photographers.
- Officers equipped with body worn cameras (BWC) should activate their cameras during a MAMFF operation according to their agency policy.
- Particularly in a mass arrest scenario, all arrestees should be photographed with the arresting officer (the officer who witnessed the arrestee commit violations). The photo should include a written placard with the arrestee's identifiers. The arresting officer will document the arrest in a police report written and submitted in their home agency report system.

7. **Detention:** The requesting agency will be responsible for all field-booking procedures, including photography, fingerprinting, and booking sheets. The Sheriff will aid as needed, if requested.

8. **Transportation of Arrestees:** If the requesting agency cannot handle the transportation of arrestees or its resources are taxed, the Sheriff will assist in transportation from the scene to the County Jail or other designated holding facilities.

9. **On-Duty Motor Vehicle Collisions:** Responding agency members who are involved in on-duty motor vehicle collisions while working as a part of the MAMFF will report the incident to their immediate supervisor as well as the MAMFF OIC. The MAMFF OIC will ensure the collision is reported and investigated by the jurisdictional police agency or request a parallel investigation if the officer is in his/her own jurisdiction. Copies of the completed collision report will be forwarded to the MAMFF OIC, along with the officer's agency. The involved officer will be responsible for meeting specific requirements detailed within their agency's vehicle accident reporting policy.

10. **On-Duty Injuries:** When a responding agency officer is injured on-duty while assisting as part of the MAMFF, the requesting agency OIC will ensure the immediate medical attention is administered to the officer. The injured officer's agency will be notified as soon as possible. During a MAMFF training or deployment, the MAMFF OIC will ensure those responsibilities are addressed.

MUTUAL AID MOBILE FIELD FORCE AGREEMENT

11. **Citizen Complaints:** Complaints regarding misconduct of officers who are assisting in the capacity of MAMFF, will be directed to the agency of the officer against whom the complaint is filed. Completion of any required investigation will be the responsibility of the subject officer's agency. The MAMFF OIC, if aware of a complaint during deployment, shall document the facts surrounding the complaint and any other relevant information, and forward to the involved officer's agency to investigate.

12. **Food, Lodging:** The requesting agency is responsible for the provision of food and lodging support to all officers assigned to provide mutual aid through this agreement.

SECTION 3 – INDEMNIFICATION AND LIMITATION OF LIABILITY

Requesting and responding agencies will indemnify, save, and hold harmless all other requesting and responding agencies and their officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to persons or property, including but not limited to any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the mutual aid provided hereunder to the extent caused, in whole or in part, by the negligence or willful misconduct of the requesting or responding agency, and its employees, agents, contractors, subcontractors, volunteers, or any persons under their direction or control in the performance of this agreement.

- Conformance with Federal and State Regulations and Laws: Should Federal or State regulations or laws touching upon the subject of this agreement be adopted or revised during the term hereof, this agreement will be deemed amended to assure conformance with such federal or state requirements.
- Each party agrees to be adequately self-insured or maintain adequate insurance coverage for its own equipment and personnel, including liability, worker's compensation, and property damage.
- All parties to this agreement shall have equal access to the records created by any of the agencies involved in a request for assistance so they can have the appropriate information to defend themselves in lawsuits, subject to Utah Code 63G-2-206.
- If a party to this agreement is served with a notice of claim, demand letter, or formal legal complaint arising out of a MAMFF operation, that party shall notify every other party who responded to a request for assistance arising out of or connected with the same incident or emergency.

MUTUAL AID MOBILE FIELD FORCE AGREEMENT

SECTION 4 – PERSONNEL AND EQUIPMENT

The requesting agency will be responsible for supplying and/or replacing supplies needed and/or used by officers from responding agencies. These supplies shall include food, fuels, lodging, or any other consumable supplies including ammunition that are reasonably needed to sustain the officers in enforcing the law and maintaining order. Responding agencies will be responsible for any repairs and/or damages done to its own vehicles and their member personal equipment including radios furnished by the member's agency because of participation in a MAMFF event.

SECTION 5 – TERM, MODIFICATION, TERMINATION AND REVIEW

Term – This agreement shall be in effect for a period of 50 years for its commencement or until it is replaced or discontinued following the provisions contained in this section and commences among signatory parties when this agreement has been approved by at least 5 signatory Parties.

Modification – No changes or modification to this agreement shall be valid or binding upon parties to this agreement unless such changes or modification are in writing and executed by the parties.

Termination – This agreement may be terminated as to any single party when that party gives notice to all the other participating parties in writing at least 90 days prior to its intended withdrawal from this agreement.

Review - This agreement shall be reviewed at least annually and submit the agreement to the Board of Directors for review as provided in Section 5. Except as reasonably necessary, no amendment to this agreement shall take effect sooner than 90 days after notice of said amendment to all MAMFF members.

SECTION 6 – Agreement Review and Updates

The Mutual Aid Mobile Field Force Executive Board shall review this Agreement and submit the Agreement to the Board of Directors for updating, as necessary.

IN WITNESS WHEREOF, the parties have signed and executed this Interlocal Mutual Aid Agreement, after resolutions duly and lawfully passed on the dates listed below:

Multi-Agency

MUTUAL AID MOBILE FIELD FORCE AGREEMENT

UTAH COUNTY

Authorized by Resolution No. _____, authorized and passed on the
_____ day of _____, 2021.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

Chairman

Utah County Clerk/Auditor

Reviewed as to form and compatibility with
the laws of the State of Utah

By: _____
Deputy Clerk/Auditor

COUNTY ATTORNEY

Multi-Agency

MUTUAL AID MOBILE FIELD FORCE AGREEMENT

PROVO CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2021.

MAYOR

ATTEST:
with
the laws of the State of Utah

Reviewed as to form and compatibility

CITY RECORDER

CITY ATTORNEY

Multi-Agency

MUTUAL AID MOBILE FIELD FORCE AGREEMENT

CITY OF OREM

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2021.

MAYOR

ATTEST:
with
the laws of the State of Utah

Reviewed as to form and compatibility

CITY RECORDER

CITY ATTORNEY

Multi-Agency

MUTUAL AID MOBILE FIELD FORCE AGREEMENT

PLEASANT GROVE CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2021.

MAYOR

ATTEST:
with
the laws of the State of Utah

Reviewed as to form and compatibility

CITY RECORDER

CITY ATTORNEY

Multi-Agency

MUTUAL AID MOBILE FIELD FORCE AGREEMENT

AMERICAN FORK CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2021.

MAYOR

ATTEST:
with
the laws of the State of Utah

Reviewed as to form and compatibility

CITY RECORDER

CITY ATTORNEY

Multi-Agency

MUTUAL AID MOBILE FIELD FORCE AGREEMENT

LONE PEAK PUBLIC SAFETY DISTRICT

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2021.

CHAIR

ATTEST:
with
the laws of the State of Utah

Reviewed as to form and compatibility

RECORDER

ATTORNEY

Multi-Agency

MUTUAL AID MOBILE FIELD FORCE AGREEMENT

SPANISH FORK CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2021.

MAYOR

ATTEST:
with
the laws of the State of Utah

Reviewed as to form and compatibility

CITY RECORDER

CITY ATTORNEY

Multi-Agency

MUTUAL AID MOBILE FIELD FORCE AGREEMENT

SANTAQUIN CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day
of _____, 2021.

MAYOR

ATTEST:
with
the laws of the State of Utah

Reviewed as to form and compatibility

CITY RECORDER

CITY ATTORNEY

Multi-Agency

MUTUAL AID MOBILE FIELD FORCE AGREEMENT

LEHI CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day
of _____, 2021.

MAYOR

ATTEST:
with
the laws of the State of Utah

Reviewed as to form and compatibility

CITY RECORDER

CITY ATTORNEY

Multi-Agency

MUTUAL AID MOBILE FIELD FORCE AGREEMENT

SPRINGVILLE CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2021.

MAYOR

ATTEST:
with
the laws of the State of Utah

Reviewed as to form and compatibility

CITY RECORDER

CITY ATTORNEY

Multi-Agency

MUTUAL AID MOBILE FIELD FORCE AGREEMENT

PAYSON CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2021.

MAYOR

ATTEST:
with
the laws of the State of Utah

Reviewed as to form and compatibility

CITY RECORDER

CITY ATTORNEY

Multi-Agency

MUTUAL AID MOBILE FIELD FORCE AGREEMENT

MAPLETON CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2021.

MAYOR

ATTEST:
with
the laws of the State of Utah

Reviewed as to form and compatibility

CITY RECORDER

CITY ATTORNEY

Multi-Agency

MUTUAL AID MOBILE FIELD FORCE AGREEMENT

SALEM CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2021.

MAYOR

ATTEST:
with
the laws of the State of Utah

Reviewed as to form and compatibility

CITY RECORDER

CITY ATTORNEY

Multi-Agency

MUTUAL AID MOBILE FIELD FORCE AGREEMENT

Authorized by Resolution No. _____, authorized and passed on the _____ day
of _____, 2021.

MAYOR

ATTEST:
with
the laws of the State of Utah

Reviewed as to form and compatibility

CITY RECORDER

CITY ATTORNEY

Multi-Agency

MUTUAL AID MOBILE FIELD FORCE AGREEMENT

SARATOGA SPRINGS CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day
of _____, 2021.

MAYOR

ATTEST:
with
the laws of the State of Utah

Reviewed as to form and compatibility

CITY RECORDER

CITY ATTORNEY

Multi-Agency

MUTUAL AID MOBILE FIELD FORCE AGREEMENT

LINDON CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day
of _____, 2021.

MAYOR

ATTEST:
with
the laws of the State of Utah

Reviewed as to form and compatibility

CITY RECORDER

CITY ATTORNEY

Multi-Agency

MUTUAL AID MOBILE FIELD FORCE AGREEMENT

LONE PEAK PUBLIC SAFETY DISTRICT

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2021.

ITS:

ATTEST:
with
the laws of the State of Utah

Reviewed as to form and compatibility

DISTRICT SECRETARY

DISTRICT ATTORNEY

Multi-Agency

MUTUAL AID MOBILE FIELD FORCE AGREEMENT

CITY OF CEDAR HILLS

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2021.

MAYOR

ATTEST:
with
the laws of the State of Utah

Reviewed as to form and compatibility

CITY RECORDER

CITY ATTORNEY

Multi-Agency

MUTUAL AID MOBILE FIELD FORCE AGREEMENT

CITY OF HEBER

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2021.

MAYOR

ATTEST:
with
the laws of the State of Utah

Reviewed as to form and compatibility

CITY RECORDER

CITY ATTORNEY

Multi-Agency

MUTUAL AID MOBILE FIELD FORCE AGREEMENT

WASATCH COUNTY

Authorized by Resolution No. _____, authorized and passed on the
_____ day of _____, 2021.

BOARD OF COUNTY COMMISSIONERS
WASATCH COUNTY, UTAH

Chairman

ATTEST: Marcy Murray
Utah County Clerk/Auditor

Reviewed as to form and compatibility with
the laws of the State of Utah

By: _____
Deputy Clerk/Auditor

COUNTY ATTORNEY

Fraud Risk Assessment

Continued

*Total Points Earned: 235/395 *Risk Level: Very Low Low Moderate High Very High
 > 355 316-355 276-315 200-275 < 200

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	x	200
2. Does the entity have governing body adopted written policies in the following areas:		
a. Conflict of interest?	x	5
b. Procurement?		5
c. Ethical behavior?	x	5
d. Reporting fraud and abuse?		5
e. Travel?	x	5
f. Credit/Purchasing cards (where applicable)?	x	5
g. Personal use of entity assets?	x	5
h. IT and computer security?		5
i. Cash receipting and deposits?		5
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team?		20
a. Do any members of the management team have at least a bachelor's degree in accounting?	x	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?		20
5. Have all governing body members completed entity specific (District Board Member Training for local/special service districts & interlocal entities, Introductory Training for Municipal Officials for cities & towns, etc.) online training (training.auditor.utah.gov) within four years of term appointment/election date?		20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?		20
7. Does the entity have or promote a fraud hotline?		20
8. Does the entity have a formal internal audit function?		20
9. Does the entity have a formal audit committee?		20

*Entity Name: Lone Peak Public Safety District

*Completed for Fiscal Year Ending: June 30, 2021 *Completion Date: May 10, 2021

*CAO Name: Nathan Crane *CFO Name: Tyler Bahr

*CAO Signature:  *CFO Signature: 

*Required

Basic Separation of Duties

See the following page for instructions and definitions.

	Yes	No	MC*	N/A
1. Does the entity have a board chair, clerk, and treasurer who are three separate people?	x			
2. Are all the people who are able to receive cash or check payments different from all of the people who are able to make general ledger entries?	x			
3. Are all the people who are able to collect cash or check payments different from all the people who are able to adjust customer accounts? If no customer accounts, check "N/A".	x			
4. Are all the people who have access to blank checks different from those who are authorized signers?			x	
5. Does someone other than the clerk and treasurer reconcile all bank accounts OR are original bank statements reviewed by a person other than the clerk to detect unauthorized disbursements?	x			
6. Does someone other than the clerk review periodic reports of all general ledger accounts to identify unauthorized payments recorded in those accounts?	x			
7. Are original credit/purchase card statements received directly from the card company by someone other than the card holder? If no credit/purchase cards, check "N/A".	x			
8. Does someone other than the credit/purchase card holder ensure that all card purchases are supported with receipts or other supporting documentation? If no credit/purchase cards, check "N/A".	x			
9. Does someone who is not a subordinate of the credit/purchase card holder review all card purchases for appropriateness (including the chief administrative officer and board members if they have a card)? If no credit/purchase cards, check "N/A".	x			
10. Does the person who authorizes payment for goods or services, who is not the clerk, verify the receipt of goods or services?	x			
11. Does someone authorize payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	x			
12. Does someone review all payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	x			

* MC = Mitigating Control