



# LONE PEAK PUBLIC SAFETY DISTRICT AGENDA

Wednesday, April 28, 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: Lon Lott

### 1. UNSCHEDULED PUBLIC APPEARANCES

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

### 3. 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.

### 2. 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.

### 4. MORANDUM OF UNDERSTANDING: ALPINE SCHOOL DISTRICT

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

### 5. DEPARTMENT REPORTS

- a. Police Department
- b. Fire Department

## 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](http://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 26th day of April, 2021.

Stephannie Cottle, Recorder

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

## **Lone Peak Public Safety District 2021-2022 Tentative Budget Summary**

The packet includes the tentative budget which is largely unchanged from the previous version discussed at the last Board meeting, with the exception of the following:

- Adjustments to salaries and salary-related benefits in the Fire department to bring some firefighters' wages in line with our recent salary study, along with the necessary City assessment increases
  - Alpine assessment increases \$5,699 to \$1,103,771 (Fire only)
  - Highland assessment increases \$9,416 to \$1,824,082 (Fire only)
- Adjustments to operations lines within the Fire budget to maintain funding for contractual items (such as rent, cell phone, and IT expenses) – the total allocated to operations remains \$525,269

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
<b>GENERAL FUND</b>										
<b>ADMINISTRATION REVENUE</b>										
10-33-01	ALPINE	67,710.00	74,160.00	73,435.80	77,649.48	66,166.20	79,146.00	84,370.00	109%	107%
10-33-02	HIGHLAND	138,213.96	149,004.96	143,013.96	148,665.48	129,706.70	155,648.00	168,194.00	113%	108%
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	253,014.00	54%	108%
<b>POLICE REVENUE</b>										
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	1,229,004.00	103%	101%
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	2,281,179.00	127%	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	4,939.35	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-	129.00	.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	12,166.02	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	68.12	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	4,679.05	4,000.00	4,000.00	43%	100%
Total ADMINISTRATION DEPARTMENT:		228,735.43	231,207.20	187,032.25	186,310.46	144,325.26	235,294.00	253,014.00	136%	108%
<b>POLICE DEPARTMENT</b>										
10-45-10	WAGES - PERMANENT EMPLOYEES	1,277,763.91	1,323,950.75	1,369,243.58	1,492,391.39	1,182,328.63	1,464,608.29	1,504,733.00	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	31,561.48	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	67,650.40	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	16,554.95	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	12,837.90	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	298,362.85	434,247.00	427,806.00	113%	99%
10-45-21	RETIREMENT	439,862.80	434,439.00	446,911.70	473,473.16	355,342.17	488,695.59	504,192.00	106%	103%
10-45-22	FICA/MEDICARE	21,657.99	22,952.96	23,946.87	25,958.80	19,590.81	24,808.00	23,211.00	89%	94%
10-45-23	401K	.00	.00	.00	60,103.94	40,991.20	73,231.07	73,992.00	123%	101%
10-45-25	UNIFORM EXPENSE	34,154.21	38,650.76	41,378.13	37,343.38	39,119.87	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	2,439.45	1,750.00	1,750.00	124%	100%
10-45-33	PUBLIC EDUCATION	2,299.44	3,386.48	297.54	6,294.90	1,902.54	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	187.89	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	4,523.69	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	6,846.71	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	2,646.69	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	13,945.43	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	102,294.51	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	14,642.15	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	4,321.54	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	13,243.07	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	32,907.82	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	58,355.10	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	18,824.87	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	1,264.97	9,295.00	9,295.00	15%	100%
10-45-79	INSURANCE	87,973.15	79,568.73	78,917.51	71,764.41	61,413.64	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	10,296.12	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
<b>Total POLICE DEPARTMENT:</b>		<b>3,059,295.37</b>	<b>3,238,862.93</b>	<b>3,106,571.84</b>	<b>3,559,249.64</b>	<b>2,691,547.39</b>	<b>3,581,713.95</b>	<b>3,609,183.00</b>	<b>101%</b>	<b>101%</b>
<b>FIRE / EMS DEPARTMENT</b>										
10-47-10	WAGES - PERMANENT EMPLOYEES	1,016,136.02	953,491.96	1,036,495.29	1,168,485.19	954,708.62	1,113,785.45	1,143,200.00	98%	103%
10-47-11	Overtime Wages/Standby	71,521.76	101,800.46	69,451.91	108,285.32	81,111.84	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	419,472.15	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	238,345.60	332,860.00	367,720.00	122%	110%
10-47-21	RETIREMENT	312,234.24	226,201.62	238,944.90	256,756.35	193,147.20	300,512.60	303,959.00	118%	101%
10-47-22	FICA/MEDICARE	23,714.53	21,596.04	23,483.77	24,858.83	21,088.49	22,158.00	22,673.00	91%	102%
10-47-25	UNIFORM EXPENSE	30,222.86	40,242.68	30,496.97	23,732.88	9,181.04	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	.00	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	3,325.51	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	7,535.15	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	7,997.03	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	2,695.30	6,136.00	5,856.00	164%	95%
10-47-41	Employee Recognition	.00	.00	.00	145.36	3,410.47	3,700.00	4,487.00	3087%	121%
10-47-42	Professional & Technical Serv	.00	.00	31,725.87	27,095.12	17,766.88	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	4,672.94	29,035.00	28,298.00	110%	97%
10-47-45	Food & Beverage	.00	.00	2,684.79	1,600.18	1,798.01	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	28,428.12	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	22,519.97	27,413.00	27,413.00	103%	100%
10-47-58	Exp Aid Provided Oth. Agencies	.00	.00	85,489.98	39,516.43	34,975.45	.00	.00	.00	.00
10-47-59	Building Maintenance	14,801.67	16,192.86	17,579.73	8,607.76	10,161.57	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	1,000.00	.00	.00	.00	.00
10-47-63	BILLING AND COLLECTION	37,716.83	34,875.32	31,380.61	24,665.62	17,136.37	24,000.00	24,650.00	100%	103%
10-47-68	TRAINING	7,744.25	7,375.33	11,365.68	12,391.88	16,820.24	15,980.00	20,370.00	164%	127%
10-47-69	RENT	185,111.20	185,111.20	185,111.20	126,859.59	73,058.90	126,860.00	126,860.00	100%	100%
10-47-71	FUEL	14,490.36	22,597.18	30,060.39	22,906.43	17,245.38	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	42,508.66	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	27,519.09	46,550.00	26,643.00	54%	57%
10-47-79	INSURANCE	105,141.98	88,427.04	94,257.06	83,576.83	71,593.08	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	139,954.61	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	3,059,425.15	3,549,252.05	3,262,953.00	100%	92%
GENERAL FUND Revenue Total:		6,419,153.03	6,508,009.31	7,122,247.32	7,588,886.76	6,165,820.48	6,974,210.94	7,125,150.00	94%	102%
GENERAL FUND Expenditure Total:		6,478,141.46	6,542,446.82	6,935,686.35	7,019,328.68	5,895,297.80	7,366,260.00	7,125,150.00	102%	97%
Net Total GENERAL FUND:		58,988.43-	34,437.51-	186,560.97	569,558.08	270,522.68	392,049.06-	.00	.00	.00

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
<b>Depreciation Expense</b>										
<b>Source: 30</b>										
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
<b>Depreciation Expense</b>										
91-40-10	Police Depr. Expense	154,981.84	135,449.96	137,247.64	.00	.00	.00	.00	.00	.00
91-40-20	Fire Depr. Expense	251,101.92	201,929.88	203,363.41	.00	.00	.00	.00	.00	.00
Total Depreciation Expense:		406,083.76	337,379.84	340,611.05	.00	.00	.00	.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	.00	.00	.00
Net Total Depreciation Expense:		407,184.09-	325,648.03-	318,764.73-	.00	.00	.00	.00	.00	.00
Net Grand Totals:		466,172.52-	360,085.54-	132,203.76-	569,558.08	270,522.68	392,049.06-	.00	.00	.00

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





KEDDINGTON & CHRISTENSEN, CPAS  
CERTIFIED PUBLIC ACCOUNTANTS

Gary K. Keddington, CPA  
Phyl R. Warnock, CPA  
Marcus K. Arbuckle, CPA  
Steven M. Rowley, CPA

Board of Trustees and Management  
Lone Peak Public Safety District

We were engaged to perform analysis regarding the Lone Peak Public Safety District's (the District) fire department wildland program (the Program) to assist the District's Board of Trustees (the Board) in obtaining information regarding the costs and benefits of running the Program.

The Board and management are responsible for the operations of the District and its programs, including internal controls. Our responsibility was to perform the scope of work as listed below:

1. Determine typical staffing model for comparison to time periods when deployments occur.
2. Evaluate costs associated with deployments and aid to other agencies beginning in FY2016 through approximately March 15, 2021 (the Analysis Period).
3. Determine revenue received from deployments and aid to other agencies, including timeliness of payments, and considering any payments not received for services rendered.
4. Identify cost of, procedure for, and availability of mutual aid from other agencies for coverage in cases of deployment.
5. Identify factors that may not have a financial impact, but should be given consideration.
6. Recommend changes to accounting structure to facilitate ongoing assessment of the Program.

In performing our analysis, we inquired of Chief Reed Thompson, obtained documentation relating to deployments, time cards, payroll registers, and financial information of the District.

Our analysis did not constitute an examination, review, audit, or other attestation engagement, and therefore, we do not provide an opinion or provide any assurance regarding the Program, the accuracy of the underlying information, or operating effectiveness of any internal controls. Additionally, our analysis was not designed to detect instances of fraud, abuse, waste, or noncompliance with laws or regulations.

The results of our analysis, including this report package, is intended only for the Board and management of the District for the purpose stated in the first paragraph, and should not be used by anyone else or for any other purpose.

The following pages include our analysis, including an executive summary of the results of our analysis. We appreciate the opportunity to provide these services.

Sincerely,

*Keddington & Christensen, LLC*

Keddington & Christensen, LLC  
April 26, 2021

**LONE PEAK PUBLIC SAFETY DISTRICT  
WILDLAND FIRE PROGRAM ANALYSIS  
SUMMARY OF COSTS AND BENEFITS IDENTIFIED**

We have included, in summary form, the costs and benefits that we identified during our analysis. The more detailed information is available on the pages following this summary. The summary and information below is not listed in any particular order.

**COSTS**

- The District may need to “float” the reimbursable costs while waiting for reimbursements
- Equipment may need to be replaced prematurely as a result of “higher than normal” use
- Increased risk to damage of equipment when deployed
- Increased risk to employee health and safety (more time in the field = more chances to be injured)
- Possible increase in response time and less than ideal staffing if backfill employees are unable to work and mutual aid is required to respond
- Possible necessity to borrow equipment from other agencies if the equipment left behind fails
- Negative impacts to employee morale, such as increased stress related to the risk to employee health and safety, and potentially unwanted overtime for backfill employees
- Equipment necessary for wildland deployments are generally more costly

**BENEFITS**

- Additional opportunities for experience and training for employees, which leads to more experienced firefighters to serve the District
- Employees can earn more money in a short amount of time (including backfill employees)
- Costs of deployments are reimbursed and generally result in revenues above and beyond the hard costs incurred for the deployment
- The equipment used for deployments would also be ideal in the event a fire occurred in the mountainous and forested areas of the District and surrounding areas
- Due to higher standards required to participate in wildland fires, the District’s equipment and training exceeds the otherwise minimum required, resulting in a higher level of service available to the District
- Some current equipment used on deployments are fully paid for and fully depreciated, therefore, only repairs and maintenance costs are incurred on those assets, but are reimbursed at the full equipment rate
- The Program is a recruitment and retention tool for employees and potential candidates
- To date, this program has been used to replace additional equipment without additional cost to the District
- As part of the cooperative agreement with the state as part of FFSL, the cost of “initial attack” for fires that originate within the District and travels up into county, state, or federal lands, is covered by the State of Utah – otherwise those costs would be the responsibility of the District (potentially millions of dollars)
- Based on the information available at the time of analysis, the net revenues received by the District from deployments and aid provided to other agencies has resulted in an calculated \$581,565 since deployments began in FY2019 (see schedule on following page).

**AREAS OF FURTHER CONSIDERATION**

This analysis relied on data available from the records of the District and employed estimates and samples in some areas to arrive at the summaries provided. Further examination may be warranted, particularly in the following areas:

- Mileage costs
- Backfill
- Fleet Requirements
- Deployment impacts on staffing

**LONE PEAK PUBLIC SAFETY DISTRICT  
WILDLAND FIRE PROGRAM ANALYSIS  
SUMMARY OF COSTS AND BENEFITS IDENTIFIED (Continued)**

<b>Deployments:</b>	<b>Revenues</b>	<b>Hard Costs (lodging, meals, fuel, etc.)</b>	<b>Salaries/Wages Deployed</b>	<b>Salaries/Wages Backfill</b>	<b>Total Actual Expenditures</b>	<b>Net Revenues (Expenditures)</b>	<b>Estimated Mileage Cost (IRS rate x 4)</b>
<b>Fiscal Year Ended June 30, 2019</b>							
<i>FFSL:</i>							
Cowboy (9/27/2018 - 9/27/2018)	\$ 484	\$ -	\$ 71	\$ -	\$ 71	\$ 413	\$ 366
Pole Creek (1) (9/15/2018 - 9/25/2018)	18,713	744	683	<i>Not available</i>	1,427	17,286	327
Pole Creek (2) (9/13/2018 - 9/14/2018)	2,057	-	555	-	555	1,502	327
<i>EMAC:</i>							
Mission Number 1470-RR-7926 (8/2/2018 - 8/17/2018)	\$ 139,723	\$ 2,336	\$ 50,081	\$ 19,843	\$ 72,260	\$ 67,463	\$ 5,450
Mission Number 1526-RR-8486 (11/11/2018 - 11/18/2018)	60,497	1,470	13,016	4,011	18,496	42,001	3,920
Juab County Train Incident (3/30/2019)	7,720	999	3,707	1,728	6,433	1,287	534
<b>Total Fiscal Year Ended June 30, 2019</b>	<b>\$ 229,194</b>	<b>\$ 5,549</b>	<b>\$ 68,112</b>	<b>\$ 25,582</b>	<b>\$ 99,242</b>	<b>\$ 129,952</b>	<b>\$ 10,923</b>
<b>Fiscal Year Ended June 30, 2020</b>							
<i>FFSL:</i>							
2019 CNC GACC Support (8/13/2019 - 8/18/2019)	\$ 15,631	\$ 1,851	\$ 3,533	<i>Not available</i>	\$ 5,384	\$ 10,247	\$ 1,763
2019 KNF Lightning (9/5/2019 - 9/9/2019)	11,568	1,532	1,538	<i>Not available</i>	3,069	8,498	3,712
2019 WID Support (8/6/2019 - 8/12/2019)	17,215	1,808	3,950	<i>Not available</i>	5,758	11,457	1,763
Alaska (7/31/2019 - 8/1/2019)	6,510	-	1,748	\$ -	1,748	4,762	102
Bovine (8/5/2019 - 8/9/2019)	9,628	1,219	939	<i>Not available</i>	2,158	7,471	974
Ibapah (5/31/2020 - 6/6/2020)	18,981	2,099	2,763	1,064	5,927	13,054	1,150
Kincade (10/27/2019 - 11/6/2019)	34,397	2,514	5,342	2,808	10,664	23,733	1,856
Knolls (6/28/2020 - 6/29/2020)	3,794	-	735	-	735	3,059	414
Lime (9/9/2019 - 9/14/2019)	17,633	490	2,628	<i>Not available</i>	3,118	14,515	4,060
Stillwell (6/3/2020 - 6/4/2020)	5,655	842	1,220	551	2,613	3,042	1,265
Traverse (6/28/2020 - 6/29/2020)	7,959	-	946	-	946	7,012	276
West Kelly (8/9/2019 - 8/10/2019)	2,535	39	640	<i>Not available</i>	679	1,856	1,837
Whirlwind (8/7/2019 - 8/8/2019)	3,460	96	862	<i>Not available</i>	958	2,501	1,462
<b>Total Fiscal Year Ended June 30, 2020</b>	<b>\$ 154,965</b>	<b>\$ 12,490</b>	<b>\$ 26,844</b>	<b>\$ 4,424</b>	<b>\$ 43,758</b>	<b>\$ 111,207</b>	<b>\$ 20,635</b>
<b>Fiscal Year Ended June 30, 2021 (to date)</b>							
<i>FFSL:</i>							
2020 Fishlake Support (7/7/2020 - 7/23/2020)	\$ 36,470	\$ 3,648	\$ 4,875	<i>Not available</i>	\$ 8,523	\$ 27,947	\$ 2,070
Baker (7/9/2020 - 7/10/2020)	3,956	-	731	<i>Not available</i>	731	3,225	621
Battle Creek (1) (8/16/2020 - 8/18/2020)	5,746	-	1,960	\$ -	1,960	3,785	276
Battle Creek (2) (9/12/2020 - 9/13/2020)	11,676	1,791	1,834	-	3,625	8,050	276
Canal (6/29/2020 - 7/15/2020)	45,224	1,226	2,527	<i>Not available</i>	3,752	41,471	1,587
Cedar Fort (8/12/2020 - 8/12/2020)	987	-	187	-	187	800	115
July Complex (7/23/2020 - 8/2/2020)	35,152	465	4,966	<i>Not available</i>	5,431	29,722	1,288
North (8/2/2020 - 8/9/2020)	17,368	240	2,423	<i>Not available</i>	2,663	14,704	5,244
Range (10/18/2020 - 10/22/2020)	12,017	-	3,480	-	3,480	8,537	690
View Point (11/21/2020 - 11/21/2020)	2,662	-	508	-	508	2,154	184
<i>EMAC:</i>							
Mission Number 1875-RR-9958 (9/8/2020 - 10/1/2020)	\$ 199,162	\$ 1,466	\$ 70,382	\$ 11,748	\$ 83,595	\$ 115,567	\$ 3,243
Mission Number 1875-RR-10095 (9/30/2020 - 10/9/2020)	103,537	1,395	35,418	8,765	45,578	57,959	8,538
Mission Number 1864-RR-9856 (8/22/2020 - 9/7/2020)	128,278	1,552	35,082	6,641	43,275	85,003	2,829
<b>Total Fiscal Year Ended June 30, 2021 (to date)</b>	<b>\$ 602,233</b>	<b>\$ 11,783</b>	<b>\$ 164,373</b>	<b>\$ 27,153</b>	<b>\$ 203,309</b>	<b>\$ 398,924</b>	<b>\$ 26,961</b>
<b>Total of All Deployments</b>	<b>\$ 986,393</b>	<b>\$ 29,822</b>	<b>\$ 259,329</b>	<b>\$ 57,159</b>	<b>\$ 346,309</b>	<b>\$ 640,084</b>	<b>\$ 58,519</b>

**LONE PEAK PUBLIC SAFETY DISTRICT  
WILDLAND FIRE PROGRAM ANALYSIS  
ANALYSIS OF COSTS AND BENEFITS IDENTIFIED**

A more detailed analysis and narrative of our analysis is as follows:

- 1. Typical staffing model** – In discussions with Chief Thompson, the fire department strives to follow the National Fire Protection Association (NFPA) standards, which appear to meet or exceed state and federal level requirements for fire protection personnel. In addition, as required by our WUI, those firefighters deploying must also be certified with the National Wildfire Coordinating Group (NWCG). Those standards require certain levels of staffing based on the type of equipment being used.

Chief Thompson stated that the current staffing target (with the recent departure of Cedar Hills) is to maintain 5 firefighters in Highland City and 3 firefighters in Alpine City, for a total of 8 firefighters on duty within the District. At times, there may be instances where only 7 or in some cases 6 total firefighters are on duty. Because the NFPA and Occupational Safety and Health Administration (OSHA) have minimum operating requirements, when firefighters are unable to report for duty (illness or other unexpected situation), additional firefighters are called in to maintain the proper minimum level of staffing.

In our analysis of the deployments, there were likely instances of the district being below the 8 firefighter ideal staffing. In discussion with Chief Thompson and observation of deployment records, eleven (11) of the deployments were local (through the Central 911 dispatch) and the District was a first-responder and therefore likely would not have been able to coordinate backfill employees. Ten (10) of those eleven (11) deployments were only one or two days. The deployments lasting longer than one day would be more likely to have had backfill in place. Because the backfill scheduling was not formally tracked previously, there is naturally information missing. Our understanding is that the District will now be tracking that information to aid in future analysis of deployments or aid to other agencies.

As part of our analysis, we were asked to consider instances where the fire department operated under the target of 8 firefighters on duty. We sampled 3 periods during the Analysis Period when deployments occurred to determine whether there was any indication of the District being short-staffed. We considered the following deployments, information for which came from documentation provided by Chief Thompson from the State of Utah, Division of Natural Resources Forestry, Fire and State Lands (FFSL) system, Emergency Management Assistance Compact (EMAC) deployment documents, the District's payroll registers, and time reporting schedules:

- **2019 WID Support - Winnemucca, NV - August 6, 2019 through August 12, 2019:**  
Number of firefighters deployed: 3  
Based on the documentation observed, there did not appear to be a shortage of firefighters on duty during this deployment.
- **Canal – Millard, UT – June 29, 2020 through July 15, 2020:**  
Number of firefighters deployed: 3  
Based on the documentation observed, there did not appear to be a shortage of firefighters on duty during this deployment.

**LONE PEAK PUBLIC SAFETY DISTRICT  
WILDLAND FIRE PROGRAM ANALYSIS  
ANALYSIS OF COSTS AND BENEFITS IDENTIFIED**

**1. Typical staffing model (Continued)**

- **EMAC Deployment No. 1875-RR-10095 – CA – September 30, 2020 through October 9, 2020:**  
Number of firefighters deployed: 3  
Based on the documentation observed, there did not appear to be a shortage of firefighters on duty during this deployment.

**2. Costs associated with deployments and aid to other agencies for the Analysis Period** – There are many types of costs associated with providing a service. Those costs can require the immediate use of cash, the future use of cash, as well as nonmonetary costs. We considered the below items in our analysis:

- a. Salaries and benefits for deployed staff** – Salaries and benefits for those deployed under FFSL and EMAC agreement are included in the reimbursement requests. For FFSL deployments, the reimbursements are based on a fixed rate and in some cases, may not necessarily cover all salaries and benefits costs incurred on a deployment. Those instances appear to only occur when higher salaried individuals are deployed. The reimbursement rates on the FFSL deployments are, however, high enough that they appear to more than cover the cost of the salaries, wages, and other costs related to the deployments (as summarized on pages 2, 6, and 7).

The EMAC deployments, by contrast, specifically include the salaries and wages for those listed as deployed. In the EMAC deployment reimbursement request documentation observed does not appear to discount the rates or amounts requested, therefore, it appears that the salaries and benefits for EMAC deployments are covered. It is important to note that when Chiefs Thompson and Evans were deployed on EMAC deployments, the only compensation above and beyond their base salary was for overtime. Chief Thompson was paid overtime on three of the EMAC deployments, and Chief Evans was paid overtime for two of the three EMAC deployments, and only because EMAC deployments include payment for overtime as reimbursable. In the third instance (2018 Woolsey EMAC Mission #1526-RR-8486), Chief Evans' overtime billed was retained by the District as revenue. Payment for overtime to Chiefs Thompson and Evans appear to be allowed by their employment contracts.

- b. Salaries and benefits for backfill staff, including overtime** – As noted in “a.” above, the FFSL reimbursement rates generally cover the cost of employees deployed, and appear to be sufficient to cover, at least for the most part, the salaries and wages of those backfilling for those who are deployed.

For the EMAC deployments, the reimbursement request explicitly includes the salaries and wages for those that also backfill, as noted in the EMAC deployment documentation.

The next few pages include a summary of the hourly rates for the employees and the equipment or salary/wage rate reimbursements requested from FFSL or EMAC for the three deployments selected previously as an example of the difference in rates:

**LONE PEAK PUBLIC SAFETY DISTRICT  
WILDLAND FIRE PROGRAM ANALYSIS  
ANALYSIS OF COSTS AND BENEFITS IDENTIFIED**

**2. Costs associated with deployments and aid to other agencies for the Analysis Period (Continued)**

**FFSL: 2019 WID Support (8/6/2019 - 8/12/2019)**

<u>Deployed</u>	<u>Actual Hourly Rates</u>
Employee #3189	\$ 17.01
Employee #4524	\$ 23.31
Employee #3182	\$ 15.31
<b>Total Hourly Salaries/Wages</b>	<b>\$ 55.63</b>
Hourly Reimbursement Rate:	
E3201 - Engine Type 3-7 - T3	<b>\$ 217.00</b>

**FFSL: Canal (6/29/2020 - 7/15/2020)**

<u>Deployed</u>	<u>Actual Hourly Rates</u>
Employee #4529	\$ 34.61 <i>i</i>
Employee #3189	\$ 17.01
Employee #3190	\$ 14.77
<b>Total Hourly Salaries/Wages</b>	<b>\$ 66.39</b>
Hourly Reimbursement Rates:	
T201 - Water Tender - Non-tactical - T1	<b>\$ 139.00</b>
E6202 - Engine Type 3-7 - T6	<b>\$ 172.00</b>

**LONE PEAK PUBLIC SAFETY DISTRICT  
WILDLAND FIRE PROGRAM ANALYSIS  
ANALYSIS OF COSTS AND BENEFITS IDENTIFIED**

**2. Costs associated with deployments and aid to other agencies for the Analysis Period (Continued)**

**EMAC: Mission Number 1875-RR-10095 (9/30/2020 - 10/9/2020)**

<u>Deployed</u>	<u>Actual Hourly Rates</u>
Employee #4528	\$ 40.08 <i>i</i>
Employee #3189	\$ 17.01
Employee #3180	\$ 23.31
Total Hourly Salaries/Wages	\$ 80.39
	<u>Hourly Reimbursement Rates</u>
<u>Hourly Salaries/Wages Reimbursed*:</u>	
Deployed:	
Employee #4528	\$ 57.23 <i>i</i>
Employee #3189	\$ 19.85
Employee #3180	\$ 23.77
Backfill:	
Employee #4524	\$ 23.77
Employee #3182	\$ 15.62
Employee #3167	\$ 18.00
Employee #3006	\$ 20.00
Employee #4529	\$ 49.42
Employee #3051	\$ 24.49

*i* When Chief Thompson or Chief Evans are on deployments, they do not charge their normal salary/wages to the cost of the deployment, in some cases and only on EMAC deployments are they compensated for overtime as explained earlier.

\* For hourly salary/wage reimbursement amounts in the EMAC requests for reimbursement packets also include overtime and “fringe benefit” rates to account for the cost of the employees deployed and those backfill employees. Due to the various different rates, the table only displays base hourly rates.

- c. Fuel, materials, and equipment dedicated exclusively for deployments** – From the deployment documentation observed for all of the wildland or assistance to other agencies deployments during the Analysis Period include reimbursements for fuel, per diem, meals, hotel stays, etc. as supported by receipts, invoices, or other proof of expenditures incurred.

**LONE PEAK PUBLIC SAFETY DISTRICT  
WILDLAND FIRE PROGRAM ANALYSIS  
ANALYSIS OF COSTS AND BENEFITS IDENTIFIED**

**2. Costs associated with deployments and aid to other agencies for the Analysis Period (Continued)**

**EMAC: Mission Number 1875-RR-10095 (9/30/2020 - 10/9/2020)**

<u>Equipment Description:</u>	<u>Hourly Reimbursement Rates</u>
NWCG Type VI Engine	\$ 122.00
Advanced, Med Kit, AOV	\$ 65.00
ST/TF Leader Vehicle	\$ 22.99

Normal “wear and tear” on equipment appears to be included in the reimbursement amounts.

- d. Depreciation to equipment used both for deployments and other purposes** – In discussions with Chief Thompson, it was noted that there are not specific logs available for what equipment was used for engines or apparatus used within the District. Because of this, it is not currently feasible to calculate or otherwise compare the cost of depreciation for the time that equipment is used. However, when considering the number of days that the equipment is used on deployments, the depreciation amounts for those vehicles that are used on deployments are estimated to be less than \$5,000 per year.

It is important to note that the two 2001 Ford Brush Trucks were fully depreciated in 2011, and are still being deployed. Therefore, there is no depreciation on those two vehicles.

In this situation, using depreciation costs may not be the best method of analyzing the “wear and tear” effects on the vehicles used. Because of this, we analyzed the approximate mileage used to travel to and from each deployment and multiply it by an estimated rate. The rate used is the IRS mileage reimbursement rate multiplied by 4. The reason for the multiple of 4 is that gas mileage is expected to be much lower, and the overall cost of the equipment is significantly more than the average personal vehicle, therefore, we needed a method of estimating the “wear and tear” on a much more expensive and less fuel efficient. In our estimation, personal vehicles are anywhere from 2-4 times more efficient than a fire engine, and the cost of a fire engine is likely at least 4 times as expensive than the average personal vehicle. In discussions with Tyler Bahr, we felt that using a multiplier of “4” was a conservative and appropriate estimate. Likewise, the mileage number in some cases was easily determined, and other cases needed to be estimated based on the location of the deployments. The estimated cost to “wear and tear” on the deployments since FY2019 was **\$58,519** as detailed on the schedule on page 2.



**LONE PEAK PUBLIC SAFETY DISTRICT  
WILDLAND FIRE PROGRAM ANALYSIS  
ANALYSIS OF COSTS AND BENEFITS IDENTIFIED**

**2. Costs associated with deployments and aid to other agencies for the Analysis Period (Continued)**

Additionally, in discussions with Chief Thompson, because the District’s normal operating area includes both urban and forest/wildland areas, the District would need equipment that is wildland rated is necessary as well to properly protect those homes near the mountainous/forested areas. Chief Thompson’s argument, therefore, is that the difference between the type or level of equipment used for deployments would be necessary whether the participating in out of area deployments or not. For example in 2019 and 2020, the following table shows the total number of fire calls within the District (not including deployments) where a wildland unit was necessary as it was in the WUI. The information was summarized from documentation maintained by the District:

	2020	2019
Total Fire calls within District	347	318
Wildland units required	102	50
Percent of WUI to Total	29.4%	15.7%

It appears that there are a substantial number of calls within the District that required the use of wildland units. In discussions with Chief Thompson, if the District did not have the necessary equipment, they would have needed to wait for assistance from another entity that has off-road capabilities to respond. Although it is almost certain another agency would respond, the risk is the additional time delay. The time delay, at the soonest would be an additional 8 or so minutes (the time to travel from American Fork to the center of Highland City, as an estimate), and additional delays to the Alpine WUI areas would add another estimated 8+ minutes. The delay could be longer if their equipment or firefighters are otherwise unavailable.

- e. Equipment upgrades necessary for deployments** – As noted in “d.” above, because the District’s normal operating area includes both urban and forest/wildland areas, the District would need the more rugged equipment to provide services within the District.
  
- f. Service impacts, including use of mutual aid** – In discussions with Chief Thompson and in reading the memorandum of understanding and mutual aid agreements, there is no cost to the District in the event the District required the assistance of a neighboring fire protection agency.

In terms of service impacts, in our discussions, there were not any complaints noted for delays of service. As the reimbursements generally include sufficient funds to cover backfilling of positions, the stations are scheduled to be staffed to the target 8 firefighters on duty. In our discussions, it was noted that having firefighters deployed could put a strain on the availability of firefighters within the district if the backfill firefighters became sick or otherwise unable to work. In that situation, the District would then be in a position to either have individuals work extra/overtime shifts. In the most extreme of cases or periods of unusual demand, where there is insufficient staff to respond to a fire or other incident, the District would reach out to a neighboring entity for assistance, as allowed by the mutual aid agreements.

**LONE PEAK PUBLIC SAFETY DISTRICT  
WILDLAND FIRE PROGRAM ANALYSIS  
ANALYSIS OF COSTS AND BENEFITS IDENTIFIED**

3. **Revenues received from deployments and aid to other agencies** – As part of our analysis, we obtained information regarding all of the wildland deployments and aid provided to other agencies during the Analysis Period. It is important to note that there were no deployments or aid provided to other agencies in fiscal years 2016, 2017, or 2018.

Below is a summary of the revenues generated from deployments and providing aid to other agencies:

<b>Deployments:</b>	<b>Days Deployed</b>	<b>FY2017</b>	<b>FY2018</b>	<b>FY2019</b>	<b>FY2020</b>	<b>FY21 to date</b>
<i>FFSL:</i>						
2019 CNC GACC Support (8/13/2019 - 8/18/2019)	6				\$ 15,630.97	
2019 KNF Lightning (9/5/2019 - 9/9/2019)	5				11,567.89	
2019 WID Support (8/6/2019 - 8/12/2019)	7				17,215.27	
2020 Fishlake Support (7/7/2020 - 7/23/2020)	17					\$ 36,469.99
Alaska (7/31/2019 - 8/1/2019)	2				6,510.00	
Baker (7/9/2020 - 7/10/2020)	2					3,956.00
Battle Creek (1) (8/16/2020 - 8/18/2020)	3					5,745.50
Battle Creek (2) (9/12/2020 - 9/13/2020)	2					11,675.54
Bovine (8/5/2019 - 8/9/2019)	5				9,628.32	
Canal (6/29/2020 - 7/15/2020)	17					45,223.50
Cedar Fort (8/12/2020 - 8/12/2020)	1					987.00
Cowboy (9/27/2018 9/27/2018)	1			\$ 484.00		
Ibapah (5/31/2020 - 6/6/2020)	7					18,981.23
July Complex (7/23/2020 - 8/2/2020)	11					35,152.47
Kincade (10/27/2019 - 11/6/2019)	11				34,396.56	
Knolls (6/28/2020 - 6/29/2020)	2					3,794.00
Lime (9/9/2019 - 9/14/2019)	6				17,633.07	
North (8/2/2020 - 8/9/2020)	8					17,367.50
Pole Creek (1) (9/15/2018 - 9/25/2018)	11			18,713.00		
Pole Creek (2) (9/13/2018 - 9/14/2018)	2			2,057.00		
Range (10/18/2020 - 10/22/2020)	5					12,017.00
Stillwell (6/3/2020 - 6/4/2020)	2					5,655.00
Traverse (6/28/2020 - 6/29/2020)	2					7,958.50
View Point (11/21/2020 - 11/21/2020)	1					2,662.00
West Kelly (8/9/2019 - 8/10/2019)	2				2,534.50	
Whirlwind (8/7/2019 - 8/8/2019)	2				3,459.50	
<i>EMAC:</i>						
<u>2020 Wildfires</u>						
Mission Number 1875-RR-9958 (9/8/2020 - 10/1/2020)	24					199,161.63 *
Mission Number 1875-RR-10095 (9/30/2020 - 10/9/2020)	10					103,537.33 *
Mission Number 1864-RR-9856 (8/22/2020 - 9/7/2020)	17					128,277.80 *
<u>2019 Incidents</u>						
Juab County Train Incident (3/30/2019)	1				7,720.35	
<u>2018 Incidents</u>						
Mission Number 1470-RR-7926 (8/2/2018 - 8/17/2018)	16			112,557.34	27,165.58	
Mission Number 1526-RR-8486 (11/11/2018 - 11/18/2018)	7			48,833.10		11,664.09
<b>Totals</b>	215	\$ -	\$ -	\$ 182,644.44	\$ 153,462.01	\$ 650,286.08

\* The amounts for these three deployments have been requested for reimbursement, but not yet been collected as of March 31, 2021.

**LONE PEAK PUBLIC SAFETY DISTRICT  
WILDLAND FIRE PROGRAM ANALYSIS  
ANALYSIS OF COSTS AND BENEFITS IDENTIFIED**

**3. Revenues received from deployments and aid to other agencies (Continued)**

As is shown in the schedule on the previous page, the District participated in various deployments that generated \$986,393 of revenue over the Analysis Period. As also noted, the EMAC deployment reimbursement amounts for the 2020 Wildfire season have not yet been received, and total \$430,977. We inquired of Chief Thompson when the District can expect payment for those deployments, and he stated that they receive updates often from the State of Utah (who is coordinating with California for payment and processing) and the most recent information received indicated that reimbursement was in the approval process. The question of whether those amounts were collectible or not was considered, and Chief Thompson feels that there is little to no risk of those reimbursements going unpaid as fire departments would refuse to help California if they did not receive their reimbursements.

When considering the timeliness of reimbursement payments, overall, for the FFSL deployments, the payments seem to be approved and received shortly after the reimbursement requests are submitted. In our analysis of the supporting documentation regarding the FFSL deployments, in only a few instances were the initially requested amounts adjusted, and only by minimal amounts that seemed to be clerical errors.

The reimbursements for the EMAC deployments from 2018/2019 were delayed as the State of California was delaying approvals. Ultimately, the State of Utah paid approximately 80% of the reimbursement request, and once Utah received reimbursement from California, the remaining approximately 20% was remitted to the District. In discussions with Chief Thompson it is not likely that this situation will occur with the EMAC deployments in 2020 as the process is much more streamlined and coordinated. From the EMAC deployment documentation observed, none of the amounts requested had been rejected or reduced.

Because the revenues related to deployments are reimbursement based, the District will have already paid out the related costs (travel, food, salaries and wages, etc.). This could result in a shortage of cash available if the reimbursement is not received in a timely manner. The District can mitigate this risk with some savings set aside to help cover those costs until such reimbursement is received.

**4. Cost of, procedure for, and availability of mutual aid from other agencies in cases of deployment –**

As noted in “2. f.” above, there is no cost of using mutual aid from neighboring fire protection agencies. The District is able to draw upon those resources when needed, just as other entities are able to request aid from the District when needed. In our discussions with Chief Thompson, the District has sufficient staff to participate in deployments, maintain proper staffing at the stations at home with some other employees available in the event those backfill employees are unable to work.

**5. Nonfinancial factors for consideration:**

- a. Potential lengthening of response times –** As noted previously, there is a risk that during deployments, the response time within the District could be longer than usual. This would occur only to the extent that employees assigned as backfill are unable to work (due to illness or otherwise). In this situation, the District would request mutual aid or have others work overtime.

**LONE PEAK PUBLIC SAFETY DISTRICT  
WILDLAND FIRE PROGRAM ANALYSIS  
ANALYSIS OF COSTS AND BENEFITS IDENTIFIED**

**5. Nonfinancial factors for consideration (Continued):**

- b. Board pre-approval of deployments** – In a perfect world, receiving pre-approval for deployments would be preferred, as this would allow the Board to take into consideration the potential risks and rewards for each deployment. In discussions with Chief Thompson, once contacted to request service for wildland deployment they have 15 minutes to accept as they need to be “wheels up” in 2 hours. This is understandable as agency requesting aid are in an emergency situation and if the District cannot respond, other entities will need to be contacted. This time constraint appears to limit the ability to receive pre-approval.
- c. Training for employees** – In discussions with Chief Thompson and reading of the “2020 Fire Department Manual and Rates” by the FFSL, the District must receive training and certification set by the National Wildfire Coordinating Group (NWCG) standards. This training improves the qualifications, ability, and skills of the firefighters. By participating in the wildland fire programs, the District’s firefighters receive training that they otherwise would not normally receive. In discussion with Chief Thompson, the experience and training provided on a single deployment is more than another firefighter would receive locally. This training and experience would arguably translate into better preparedness for and response to fires within the District or its immediate surrounding area.
- d. Effect on employee morale** – Any operating decision an entity makes will have some impact on employee morale, either positive or negative. The decision to participate in wildland deployments is no different.

Some of the more positive effects on employee morale appear to be: (1) opportunity to make more money in a short period of time (this also includes those that are used to backfill as they would have more hours than normal); (2) an increased sense of responsibility and trust; (3) opportunity to improve skills and abilities.

Some of the negative effects on employee morale could include: (1) increased stress related to the rigorous schedule and dangers inherent with a wildland deployment; (2) stress related to potentially longer hours for employees on backfill; (3) those who want to be and are not selected for wildland deployment may feel left out, or less satisfaction with their job.

There are likely other effects on employee morale that could be considered or identified through additional specialized analysis outside of our expertise. We recommend, therefore, that the Board and Management be conscious that decisions may impact employees and have an open communication line between staff and management to stay informed about employee morale within the District.

**LONE PEAK PUBLIC SAFETY DISTRICT  
WILDLAND FIRE PROGRAM ANALYSIS  
ANALYSIS OF COSTS AND BENEFITS IDENTIFIED**

- 6. Recommended changes to accounting structure to facilitate ongoing assessment of cost-benefit analysis related to deployments** – In order to better analyze information, that information needs to be easily identified. Therefore, as a result of our discussions with Chief Thompson, Tyler Bahr, and our analysis, we ask that the Board and Management consider the following:
- a. Create a sub-department or a group of accounts within the Fire/EMS department where costs associated with deployments can be separated and easily identified. The costs related to deployments that would benefit most from this treatment would include: salaries and wages paid out above and beyond the normal pay; reimbursable costs including hotels, meals, fuel, etc.; overtime paid for backfill employees, if applicable; and costs for repairs directly related to deployments.
  - b. Provide the accounting department with a breakdown of deployments, including the amounts of reimbursement requests, for the fiscal year so the appropriate receivables can be recorded in the accounting records and properly reflect what is owed to the District.
  - c. Create a method of tracking when a reserve unit is put into service, or other instances where service was impacted due to equipment failure, equipment being unavailable due to deployments, or when equipment is being repaired, which could be used in planning and budgeting meetings.
  - d. Prepare and maintain a fleet management plan which would include anticipated timing and cost for replacing vehicles. This information would be helpful in order to perform a more accurate cost-benefit analysis as the Board and Management could see, over time, whether equipment was needed to be replaced more often as a result of deployments.

**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