



Working Meeting of the
Operations Committee
of the Board of Trustees of the Utah Transit Authority

Wednesday, December 2nd, 2015 – 12:30 to 2:00 p.m.

FRONTLINES HEADQUARTERS
669 West 200 South, Salt Lake City
Golden Spike Conference Room

Members: Jeff Hawker, Committee Chair (excused) Robert McKinley (acting Chair)
Matt Bell Bret Millburn

Agenda

1. **Safety First Minute** Sheldon Shaw
2. **Action Items**
 - a. [Approval of November 4, 2015 Meeting Report](#) Bob McKinley
 - b. [Multi-Jurisdictional Mutual Aid Agreement for Sheriff & Police Services](#) Rick Boddy/Lisa Bohman
 - c. [Officer Involved Critical Incident Agreement](#) Rick Boddy/Lisa Bohman
3. **Information Items**
 - a. [Review of October Performance Dashboard](#) Jerry Benson
 - b. Certified Lean Champions Jerry Benson
 - c. Proposition 1 Service Development Andrea Packer
 - d. Operations Business Update- Timpanogos Hugh Johnson
 - e. Liaison, Conference and External Committee Reports Bob McKinley/Jerry Benson
4. **Closed Session**
 - a. Discussion of the Purchase, Exchange, Lease or sale of Real Property when Public Discussion would Prevent the Authority from Completing the Transaction on the Best Possible Terms.
 - b. Strategy Session to Discuss the Character, Professional Competence, Physical or Mental Health of an Individual.
 - c. Strategy Session to Discuss Collective Bargaining.
 - d. Strategy Session to Discuss Pending or Reasonably Imminent Litigation.
5. **Action Taken Regarding Matters Discussed in Closed Session** Bob McKinley
6. **Input for January Committee Meeting Agenda** Bob McKinley
7. **Updates** Bob McKinley
 - a. CNG/Depot District Service Center
8. **Other Business** Bob McKinley
 - a. none
9. **Adjourn**

UTAH TRANSIT AUTHORITY BOARD OF TRUSTEES
Operations Committee
Agenda Item Coversheet

DATE:	December 2, 2015
CONTACT PERSON:	Jeff Hawker, Committee Chair
SUBJECT:	Operations Committee Report
BACKGROUND:	The Operations Committee met on November 4, 2015. The report of the meeting is attached.
EXHIBITS:	<ul style="list-style-type: none">• 110415 Operations Meeting Report – UNAPPROVED



Operations Committee Minutes November 4, 2015

Attending Committee Members: Robert McKinley Matt Bell Bret Millburn
Missing Committee Members: Jeff Hawker
Other Board Members Present: Dannie McConkie H. David Burton
Attending Staff: Jerry Benson Robert Biles Matt Sibul Jayme Blakesley
Dave Goeres Andrea Packer Eddy Cumins Cheryl Beveridge
Remi Barron Isaac Clarke Rebecca Cruz Cathie Griffiths
Christopher Chesnut

Visitors: Lee Davidson (SL Tribune)

Acting Committee Chair Robert McKinley opened the meeting at 10:12 a.m. and appointed Trustee Dannie McConkie as a voting committee member for today's meeting. Trustee Bret Millburn arrived at 10:42 a.m., Chair H. David Burton arrived at 10:50 a.m.

Safety First Minute

Dave Goeres, UTA Chief Safety Officer presented the safety message for the month of November - *"Working safely may get old, but so do those who practice it."*

Approval of October 14, 2015 Meeting Minutes

A motion to approve the October 14, 2015 meeting minutes was made by Trustee Matt Bell and seconded by Trustee Dannie McConkie. The motion carried by unanimous vote.

Interlocal Agreement Regarding Ski Bus Service in Weber County

Eddy Cumins, UTA Regional General Manager of the Mt. Ogden Business Unit presented.

- Ogden Ski Service Interlocal Agreement participants:
 - UTA
 - Weber County
 - Ogden City
 - Powder Mountain Ski Resort
 - Snowbasin Ski Resort
- Ogden Ski Service
 - Two Routes
 - Route 674 Services Powder Mountain
 - Route 675 Services Snowbasin
 - Service Dates
 - December 19, 2015 – April 3, 2016 (107 Ski Service Days)
 - 75 Regular Days / 32 Peak Days
 - Contract Cost - \$228,885
 - Weber County: \$164,485 / Ogden City: \$64,400
 - Service Improvements
 - Powder Mountain (Route 674)
 - Added 4:00 PM Trip Up / Eliminated 7:00 PM Trip Down
 - Snowbasin (Route 675)
 - Added 5:57 AM Peak Day Trip

- Ridership
 - 2012-2013 = 23,485
 - December 2012 = 2,739
 - 2013-2014 = 27,023
 - December 2013 = 3,436
 - 2014-2015 = 28,219
 - December 2014 = 5,354 (+56% vs 2013)

Acting Committee Chair McKinley asked what the term of the Interlocal Agreement is. Mr. Cumins stated it's for one ski service year.

Trustee Bell expressed his support stating the agreement is a very important thing for Weber County.

A motion to forward the Interlocal Agreement Regarding Ski Bus Service in Weber County to the Board for approval was made by Trustee Bell and seconded by Trustee McConkie. The motion carried by unanimous vote.

Local Option Update

Matt Sibul, UTA Chief Planning Officer presented.

- Statewide Prop 1 was on the ballot in 17 counties and it passed in 10
- In the six counties served by UTA:
 - Weber – Passed (57% for, 43% against)
 - Davis - Passed (56% for, 44% against)
 - Tooele - Passed (51% for, 49% against)
 - Box Elder – Failed (38% for, 62% against)
 - Utah County – Failed (43% for, 57% against)
 - Salt Lake County – Too close to call (currently 49.1% for 50.9% against). Over 22,000 ballots still need to be counted. Canvassing will be complete on November 17, 2015.
- UTA's response as an agency: Thrilled certain counties have supported Prop 1. UTA has had had a tremendous amount of feedback in all six counties from online surveys (1,300).
 - UTA has baseline service plans in the counties where Prop 1 passed and is considering making ski service part of the baseline service.
 - People will start to see tangible changes from Prop 1 in April
 - Prop 1 revenue won't be seen until the Summer of 2016
 - August 2016 will be a big change day
 - Some changes won't be realized for 1-2 years as new buses need to be ordered.

Review of September Performance Dashboards

Bob Biles, UTA Vice President of Finance presented.

- YTD Ridership is up 0.55% compared to the same period in 2014
- YTD IPR of \$3.83 exceeds the goal of \$4.01, without fuel is \$3.99
- YTD System On-Time Reliability of 93.28% exceeds the goal of 92.23% (bus is doing well but Rail, except Streetcar, is struggling)

December Change Day Service Update

Christopher Chesnut, UTA Sr. Manager of Integrated Service Planning presented.

- Overview of Change Day

- Board Policy No. 1.2.3 – Effective Administration of UTA, includes the following language which supports the change day process: “periodically adjust services.....according to a published set of criteria that.....optimize ridership”
- How do we accomplish the goal?
 - Three Change Days per year
 - April – *Second Sunday*
 - August – *Third Sunday*
 - December – *Second Sunday*
 - The Purpose of Change Day
 - Re-Bid of Operator Work
 - Continuous Improvement of System
 - Respond to Customers and Market Expectations
 - Public Comment + Technical Analysis + Employee Input + Service Standards = New Service Plan
 - Focusing Change day (balancing effort of stability and customer expectations)
 - Minor Change Days – April and December
 - Ski service
 - Park City
 - Lagoon
 - Service Improvements – August
 - Change Alignments
 - Major Schedule Changes
 - Change Day Implementation
 - 90 to 120 Days to implement from the time the Service Plan is final
 - All UTA Department are impacted
 - Recent Examples:
 - Route 850 – State Street – Utah County
 - Eliminated poor performing routes (832 and 836). Lost about 500 riders.
 - Added service to Route 850 – from every 30 minutes to every 15 minutes. Gained about 5,000 riders.
 - Route F401 – Flex Route – Tooele County
 - Not performing well
 - Changed to community shuttle
- What’s Happening December 2015 Change Day?
 - Rail
 - Minor adjustment to Green Line
 - Blue Line – adjusted last trip of the night so it gets off of the line before midnight (to accommodate freight needs on the line).
 - Bus Changes
 - Remove Lagoon Service – Route 667 – end of season
 - Implement
 - Winter Park City Service
 - Ski Service in Weber, Salt Lake, and Utah Counties

- Alignment Changes
 - Route 625 – Harrison Blvd.
 - Route 640 – West Davis County/Weber State – Freeport Center Routing
 - Route 516 – Poplar Grove – Return to Ballpark Station
- Minor Schedule Changes
 - 25 Routes adjusted schedules
 - Examples: service new Park and Ride Lot
 - Improve on time performance
 - Special Services – No Changes
 - Public Hearings - UTA Policy No. 1.1.6 – Public Input Opportunities
 - Policy. A. Public Hearing. UTA will provide public notice of, and conduct public hearings on: 1. A proposed service level reduction in miles, hours, or trips of thirty-three percent (33%) or more of any route; 2. The elimination of all service during a time period (peak, midday, evening, Saturday, or Sunday); 3. A proposed twenty-five (25%) or greater change in route alignment; 4. A proposed fare increase; or 5. A proposed capital project or grant application, as required by law.
 - Based on the above policy, no Public Hearing is required for the December, 2015 Change Day

Trustee Bret Millburn arrived at 10:42 a.m., Chair H. David Burton arrived at 10:48 a.m.

Operations Business Update – Special Services

Cherryl Beveridge, UTA Special Services General Manager presented.

- Displayed a graphic of shaking hands with each part of the hands and fingers broken up to represent the different aspects of Special Services.
- Business Unit Motto: Driving for Excellence
- Our attitude is: We can, We are, We will, We do
- Special Services Business Unit (SSBU)
 - Paratransit – Unfunded Mandate
 - Route Deviation (Flex Routes and Paratransit service) – Some Grant Money
 - VanPool – CMAQ (Congestion Management Air Quality) and Local funds
 - Mobility Management – Mobility Management & 5310 Money (money allocated by the federal government for the elderly and disabled)
 - Travel Training (teaches someone how to use the system) – 5310 Money
 - Community Service Projects
- Total Staff: 231 UTA employees (doesn't include contracted service employees in Weber, Davis, Box Elder, Utah, and Tooele counties)
- Total Buses: 162 (112 SSBU, 4 Tooele, 11 Utah County, 35 Ogden)
- Total Vans: 479 (largest managed fleet in the organization)
- KPI's: Under budget for 2015 – excess resources will be shifted to Fixed Route

- Paratransit Eligibility
 - Community assessment of barrier conditions for disabled persons
 - First Contact / In-Person Interview
 - 2015 YTD
 - 5,892 Calls taken
 - 1,532 Applications mailed
 - 806 Appointments scheduled
 - 685 Certifications
 - Eligibility determined in 21 days (business unit average is 4 days). Eligibility entered into Trapeze for scheduling of trips.
 - Quarterly Customer Survey for 2015 – SSBU received a 90% satisfaction rating from its customers.
- Trainings
 - 75 Trainees YTD 2015 (people with disabilities)
 - 25 Community Training
 - YTD Freedom Access Rides
- Scheduling Department
 - Average hold time 1:18 total trips scheduled
 - Must check eligibility (rider, route, and time)

Jerry Benson, UTA Interim President/CEO discussed the benefits and freedom the SSBU provides to the disabled community through its eligibility and travel training services.

- Special Services Facts
 - The most regulated service UTA provides
 - Serves ≈1,474 square miles, 70 plus cities, and 6 counties
 - Route Deviation:
 - YTD Ridership = 321,442 (up 39,690 from 2014)
 - 12 Routes-Salt lake County
 - 5 Routes-Weber, Box Elder, & Tooele Counties
 - Paratransit:
 - Salt Lake County – 124 Runs
 - Weber/Davis/Box Elder Counties – 54 Runs
 - Utah County – 35 Runs
 - YTD Ridership = 177,940 (up 318 from 2014)
- Freedom Access Ride Monthly Cost Divergence
 - 2013 = \$27.50 - Total \$5,294,294
 - 2014 = \$25.20 – Total \$5,504,889
 - 2015 = \$24.06 – Total \$4,160,094
- Rideshare
 - Mission: To educate the community concerning alternative transportation options, and to promote those options that reduce single occupancy vehicle usage, improve mobility, enhance air quality, and conserve energy.

- Services: Vanpool, Carpool, Traditional Vanpool, Carshare, Shuttles, Bicycles, RideVan Plus, Telework and Alternate Work Hours
- Other Vanpool Statistics:
 - 35% operated within one county
 - 54% crossed one county line
 - 11% crossed two or three county lines
- 3,033 attempted carpool matches (YTD)
- 394 active Vanpool groups commuting across 8 Utah Counties
 - Will add 9 vans to Iron County – Brian Head
 - Will add 2 vans to Beaver County – Eagle Point
- 14 active RideVan Plus groups in Salt Lake and Utah Counties
 - 312 bike lockers for lease at TRAX and FrontRunner stations
 - 20 day rental bike locker at select TRAX and FrontRunner stations
 - 5 bicycle repair stations at select TRAX and FrontRunner Stations
- Vanpool
 - A chart was displayed reflecting various destination demographics
 - Goal: Double the Vanpool program from 400 active groups to 800 groups
 - 394 active Vanpool groups must have 2 approved drivers
 - 79 loaner and new start vans
 - Add 30 minivans in November/December
 - Ski Service – 9 to Brianhead and 2 to Eagle Point
 - Vanpool Staff:
 - 3 Vanpool coordinators - Manage at least 800 Drivers
 - 2 Maintenance Supervisors - Manage the Vanpool fleet of 473 vans
 - 1 Coordinator who reconciles all vanpool maintenance purchases
 - 2 Maintenance specialists
- RideVan Plus
 - RideVan Plus allows individuals who have nearby worksites to use a van to travel from the last UTA stop or station to work (10 mile maximum one way distance)
 - Offers discounted ECO pass good on all bus, TRAX, FrontRunner and streetcar services
 - 14 RideVan Plus groups (10 in Salt Lake County, 4 in Utah County)
 - Supports UTA's last mile strategy
- UTA Coordinated Mobility Management
 - Local Coordinating Councils in Salt Lake, Weber, Davis, and Utah Counties
 - FTA 5310 Grant program Administration
 - Enhanced Mobility of Seniors and Individuals with Disabilities
 - Grants for vehicles and operating assistance
 - Shared Vehicle Program
 - Program development and rollout
 - 1st partner
 - LSI Business Development, Inc. operates Department of Workforce Services service in Davis and Weber counties for low income individuals
 - Utilize vans 5 days per week

- ITS Projects
 - RidePilot
 - Scheduling and dispatch software
 - Enhancement of existing open-source software
 - Increases efficiency of operations
 - “One-Click” Regional Transportation Trip Planner
 - Linking people to transportation providers together on one site
- Provider Inventory
 - Development of complete picture
 - Survey and data analysis of all human groups providing transportation
 - Organizations providing trips
 - Who are they serving
 - How many trips made
 - How many passengers served
 - Areas covered
 - Funding
 - Trip purposes
 - How trips are provided
- Employee Engagement Community Service Activities
 - Day of Caring
 - Special Olympics
 - Adopt individuals for Christmas (assisted 45 individuals last year plus an additional \$2,000). This year the money will go to the Special Olympics.

Acting Committee Chair McKinley inquired about Paratransit on-time reliability. Ms. Beveridge explained that Paratransit has a 30 minute window.

Trustees McConkie expressed appreciation for the presentation and all the information contained therein.

Trustee Bell stated he’s very impressed with what the SSBU does and feels that a lot of people aren’t aware that UTA provides these services.

Ms. Beveridge stated the UTA’s SSBU is nationally recognized for its eligibility process and scheduling of transportation.

Community Transportation Advisory Committee (CTAC)

Andrea Packer, UTA Vice President of Communications & Customer Focus and Matt Sibul, UTA Chief Planning Officer will present this in the Stakeholder Relations Committee meeting this afternoon.

Liaison, Conference and External Committee Reports

- Nothing to report

Input for December Committee Meeting Agenda

- None

Handouts

- CNG/Depot District Service Center - handout was not included in the meeting packet nor distributed during the meeting

Other Business

- Committee Direction Follow-up Discussion – Not discussed due to Committee Chair Jeff Hawker being absent

Adjourn

Trustee McConkie made a motion to adjourn this meeting at 11:31 am; Trustee Bell seconded the motion. Meeting adjourned.

Report Transcribed by:
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UNAPPROVED

**UTAH TRANSIT AUTHORITY BOARD OF TRUSTEES
Action Agenda Item Coversheet**

DATE:	December 2, 2015
CONTACT PERSON:	Lisa Bohman, UTA Legal
SUBJECT:	Multi-Jurisdictional Mutual Aid Agreement for Sheriff & Police Services
BACKGROUND:	<p>Law enforcement agencies wish to provide for their mutual assistance in situations involving crimes, disturbances of the peace, riots, and other emergency situations which require police resources over and above those that can be provided by the Agency in whose jurisdiction the incident or emergency occurs. Agencies commit to assist each other whenever resources are reasonably available, at the sole discretion of the responding Agencies.</p> <p>This agreement is signed every three years, and UTA has participated in the agreement since 2006.</p>
ALTERNATIVES:	Information for discussion
PREFERRED ALTERNATIVE:	<ul style="list-style-type: none"> • Approve as presented • Revise/amend and approve • Return to Committee
STRATEGIC GOAL ALIGNMENT:	N/A
FINANCIAL IMPACT:	none
LEGAL REVIEW:	This resolution has been reviewed by legal staff and found to have no obvious legal ramifications.
EXHIBITS:	a. Agreement

**MULTI-JURISDICTIONAL MUTUAL AID AGREEMENT
FOR SHERIFF AND POLICE SERVICES**

(An Interlocal Cooperation Agreement)

AN INTERLOCAL COOPERATION AGREEMENT entered into this _____ day of _____, 2015 by and among: Attorney General’s Office, Bluffdale City (Police services provided by Saratoga Spring Police Department), Cottonwood Heights, Draper City, Granite School District, Murray City, Salt Lake Airport Police, Salt Lake County, Salt Lake City, Sandy City, South Jordan City, South Salt Lake City, Tooele City, Town of Alta, Utah State Department of Corrections, Utah State Department of Natural Resources, Unified Police Department, United States Marshal for Utah, University of Utah Police, Utah Transit Authority (UTA), Utah State Department of Public Safety, Utah Motor Vehicle Enforcement Division, West Jordan City, West Valley City; one of which shall be called an “Agency” or any two or more of which may be called “Agencies” herein. The term “all Agencies” shall refer to parties which are signatories to this Agreement and which have not terminated their participation herein.

PURPOSE: Each of the Agencies has or is a law enforcement agency or department with equipment and personnel trained and equipped to prevent and detect crimes, and authorized to enforce criminal statutes or ordinances in the State of Utah. The Agencies wish to provide for their mutual assistance in situations involving crimes, disturbances of the peace, riots, and other emergency situations which require police resources over and above those that can be provided by the Agency in whose jurisdiction the incident or emergency occurs, subject to the control of each individual Agency. All equipment and personnel of any Agency’s law enforcement department shall herein be referred to as “Resources”. The Agencies do not wish to provide for the reimbursement for the assistance they render. However, nothing herein is intended to replace or terminate any pre-existing interlocal agreement between or among any of the Agencies which provide for first response or assistance by one Agency’s law enforcement department within the political boundaries of another on a regular or routine basis. This Agreement is intended to replace the Multi-jurisdictional Mutual Aid Agreement for Police and Sheriff Services dated August, 1991, and amended and extended in or about 1996. The Agencies intend by this Agreement to commit to assist each other whenever possible, while allowing each Agency the sole discretion to determine when its Resources cannot be spared for assisting other Agencies.

AUTHORITY: The Interlocal Act permits local governmental units to make the most efficient use of their powers and to provide the benefit of economies of scale; authorizes municipalities to enter into cooperative agreements with one another for the purpose of exercising, on a joint and cooperative basis, any powers, privileges and authority exercise by such public agencies individually; and authorizes such public agencies, pursuant to such agreements, to create a separate legal entity to accomplish the purposes of their joint cooperative action.

INTERLOCAL COOPERATION ACT REQUIREMENTS

In satisfaction of the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, and in connection with the Agreement, the parties agree as follows:

1. The Agreement shall be authorized by resolution or ordinance of the governing body of each party pursuant to §11-13-202.5 of the Act.
2. This Agreement shall be approved as to form and legality by a duly authorized attorney on behalf of each party pursuant to §11-13-202.5 of the Act.
3. A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each party pursuant to §11-13-209 of the Act.
4. Prior to the expiration of the term of this Agreement as set forth herein, this Agreement may only be terminated by and upon the express written consent of the parties.
5. Except as otherwise specifically provided in this Agreement or in any of the documents incorporated herein, any real or personal property acquired by a party, or by the parties jointly, pursuant to this Agreement or in conjunction with any joint cooperative action anticipated by this Agreement, shall be acquired and held, and disposed of by such party upon termination of this Agreement as agreed among the parties or as otherwise required by applicable local, state and federal law.

CONSIDERATION: The consideration for this Agreement consists of the mutual benefits and exchange of promises provided herein.

EFFECTIVE DATE, TERM: This Agreement shall become effective when two or more Agencies each execute an original or copy of this Agreement as required by law, and send or deliver an original copy of the executed Agreement to the West Jordan Police Chief, 8040 South Redwood Road, West Jordan, Utah 84088. The West Jordan Police Chief shall send notice of properly executed agreements he receives to all other Agencies who are parties hereto. This Agreement shall continue in force from the effective date hereof until midnight June 30, 2018, subject to termination by any Agency or all the Agencies as provided in Section 8.

NOW THEREFORE, based upon the mutual promises and conditions contained herein, the parties agree as follows:

SPECIFIC PROVISIONS

1. Assistance. The Agencies shall each provide their available Resources to assist any other Agency upon request by any other Agency, provided that the responding Agency shall have Resources reasonably available, in the sole discretion of the responding Agency. Except when otherwise requested, or except when the circumstances otherwise clearly indicate, a responding Agency shall send only certified peace officers to an Agency requesting

assistance hereunder unless the requesting Agency requests otherwise. Any responding Agency's law enforcement officers shall be fully certified, authorized and empowered as law enforcement officers when in a requesting Agency's jurisdictional boundaries and when following orders of the requesting Agency's Commander or the incident commander.

2. Agency First Response, Dispatch. Each Agency shall instruct its dispatchers or the organization which provides dispatching services for its law enforcement department to first send Resources from its own department to any police emergency which the department is equipped to handle within its own political boundaries before requesting assistance from other Agencies. The chief officer from the department in whose boundaries the emergency occurs, who is responsible for coordinating law enforcement response to the emergency or such other officer whom he shall designate shall be the commanding officer at the scene or location for which police assistance is sought from other Agencies (herein called the "Incident Commander"). He or she may request that his or her dispatcher request assistance from any other Agency or Agencies.
3. Command at Scene, Release of Resources. The responding personnel or the chief officer from each Agency sending personnel and Resources to assist another Agency shall report to the Incident Commander upon arrival at the scene of an emergency or the location where assistance is requested, and shall follow the lawful directions of the Incident Commander with respect to the emergency. The Incident Commander shall, where reasonably able to do so, release Resources from other Agencies before releasing the Resources of his own Agency when no longer needed at the incident scene.
4. No Compensation. No Agency shall request or receive reimbursement for providing Resources to another Agency under this Agreement, except as otherwise provided herein, or except as the Agencies otherwise agree.
5. No Waiver of Immunity. Nothing herein shall be construed to waive any of the privileges and immunities associated with law enforcement or other related services, including emergency medical services, or of any other nature of any of the Agencies.
6. Workers Compensation, Insurance, Benefits. Each Agency shall be solely responsible for providing workers compensation and benefits for its own personnel who provide assistance under this Agreement unless the parties otherwise agree. Each Agency shall provide insurance or shall self-insure to cover the negligent acts and omissions of its own personnel rendering services under this Agreement.
7. Hold Harmless and Indemnity. Each party (the responsible party) agrees to indemnify, defend, and hold harmless each other party from and against any claims, lawsuits, liability, damages, loss, costs or expense, including attorneys' fees incurred as a result of bodily injury, death, personal injury or damage to property caused by or arising out of the intentional, wrongful, or negligent acts or omissions of the responsible party. Notwithstanding the forgoing sentence, no party waives any defenses or immunity available under the Utah Governmental Immunity Act of Utah (Title 63G, Chapter 7, Utah

Code Annotated), nor does any party waive any limits of liability currently provided by the Act.

8. Termination. Any Agency may terminate its participation under this Agreement by giving each other Agency to the Agreement 30 days prior written notice of its intent to terminate participation in it. Any obligations incurred by any Agency to any other hereunder prior to termination, including obligations of under paragraph 7, shall survive the termination of this Agreement.
9. Satisfaction of Responsibility. This Agreement shall not relieve any Agency of any obligation imposed upon it by law, provided that the performance of a responding Agency may be offered in satisfaction of any such obligation of the Agency requesting assistance to the extent of actual and timely performance by the responding Agency.
10. Additional Agencies. Any subdivision of the State of Utah not specifically named herein (“Prospective Agency”) which shall hereafter sign this Agreement or a copy hereof shall become an Agency hereto provided that it employ law enforcement officers, and provided that it first give 30days written notice to each Agency hereto of its intent to become an Agency, and provided that a majority of the Agencies shall not within 30 days thereafter notify the West Jordan Police Chief in writing that they object to the Prospective Agency becoming a party hereto, then the West Jordan Police Chief or his designee shall promptly notify the Prospective Agency that its application was rejected. A Prospective Agency thus rejected may reapply for membership hereunder after one year has passed. Any Agency which becomes a newly accepted Agency to the Agreement is entitled to all the rights and privileges and subject to the obligations of any Agency as set out herein.
11. No Separate Legal Entity. No separate legal entity is created by this Agreement, however, to the extent that any administration of this Agreement becomes necessary, then the Agencies’ police chiefs, or their designees, shall constitute a joint board for such purpose.
12. No Effect on Other First Response Agreements. This Agreement shall supercede the Multijurisdictional Mutual Aid Agreement for Sheriff and Police Services made in or about December, 2012 among some of the Agencies, but this Agreement shall not supercede those existing agreements of Agencies which provide for first response or assistance by one Agency’s law enforcement department within the political boundaries of another on a regular or routine basis.
13. Whole Agreement, Modification. This Agreement constitutes the whole agreement of the parties, and replaces all prior agreements and understanding, written or oral, between the parties. This Agreement may be modified only by a writing signed by all parties hereto.
14. Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

15. No Third Party Beneficiaries. This Agreement is not intended to benefit any party or persona not named as an Agency specifically herein, or which does not later become a signatory hereto as provided herein.
16. Agency Personnel Not Agents of the Other. The employees of the Agencies providing services pursuant to or consistent with the terms of this Agreement are solely the officers, agents, or employees of the entity which hired them. Each Agency shall assume any and all liability for the payment of salaries, wages, or other compensation due or claimed due, including workers' compensation claims, and each public entity shall hold the other harmless there from. The Agencies shall not be liable for compensation or indemnity to any other Agency's employee for any injury or sickness arising out of his or her employment, and the Agencies shall not be liable for compensation or indemnity to any Agency employee for injury or sickness arising out of his or her employment, and each party hereby agrees to hold the other party harmless against any such claim.
17. Real or Personal Property. The Agencies do not anticipate that they will acquire or hold any real or personal property in this cooperative undertaking, but in the event that any such property is acquired by the Agencies jointly for the undertaking, and paid for by two or more of them, then it shall be divided as the contributing Agencies' representatives shall agree, or, if no agreement is reached, then it shall be divided according to their respective payments for the property, or, if it cannot be practically divided, then the property shall be sold and the proceeds divided according to the Agencies' proportionate share of the purchase of the item of property.
18. Counterparts. This Agreement may be executed in original counterparts, each of which will be deemed an original.
19. Titles and Captions. The titles and captions of this Agreement are for convenience only and shall not be deemed part of this Agreement and in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts of this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the day and year set out below.

AGENCY: _____

DATE: _____

Title: _____

ATTEST:

APPROVED AS TO LEGAL
FORM AND COMPLIANCE WITH
APPLICABLE LAW:

Title: _____

Title: _____

UTAH TRANSIT AUTHORITY BOARD OF TRUSTEES
Action Agenda Item Coversheet

DATE:	December 2, 2015
CONTACT PERSON:	Lisa Bohman, UTA Legal Acting Chief Rick Boddy, UTA Police
SUBJECT:	Officer Involved Critical Incident Agreement
BACKGROUND:	<p>UTAH CODE ANN. § 76-2-408 (the“OICI Statute”) became effective on May 12, 2015 and sets forth requirements for the investigation of officer involved critical incidents (“OICI”).</p> <p>The OICI Statute requires every law enforcement agency to adopt and post by December 31, 2015, (1) the policies and procedure the agency has adopted to select the investigating agency that will investigate an OICI that occurs in its jurisdiction when one or more of its officers are alleged to have caused or contributed to the OICI; and (2) the protocols the agency has adopted to ensure that every OICI investigation conducted in its jurisdiction is conducted professionally, thoroughly, and impartially.</p> <p>(1) UTA will posted a policy stating that we will comply with the protocols established by the District or County Attorney in each of the counties in which UTA operates;</p> <p>(2) In Salt Lake County, an interlocal agreement has been established between law enforcement agencies outlining how investigations will be conducted. The attached agreement is being signed by each of the SLCo agencies. The detailed protocols for the investigations is also is also provided.</p>
ALTERNATIVES:	Information for discussion
PREFERRED ALTERNATIVE:	<ul style="list-style-type: none"> • Approve as presented • Revise/amend and approve • Return to Committee
STRATEGIC GOAL ALIGNMENT:	N/A
FINANCIAL IMPACT:	none
LEGAL REVIEW:	This resolution has been reviewed by legal staff and found to have no obvious legal ramifications.
EXHIBITS:	<ul style="list-style-type: none"> a. Agreement b. Salt Lake County Protocols

**SALT LAKE COUNTY
LAW ENFORCEMENT
OFFICER INVOLVED
CRITICAL INCIDENT
INVESTIGATIVE PROTOCOL**

August 2015

PREAMBLE

The Law Enforcement Officer Involved Critical Incident Investigative Protocol (this “Protocol”) has been established to provide uniform procedures and mutually agreed-upon rules. The goal and purpose of the Protocol investigation is to ensure that every investigation of an officer-involved critical incident (“OICI”) is conducted professionally, thoroughly, and impartially.

The Protocol procedures and rules cannot anticipate every possible circumstance that might occur. Therefore, anytime a Protocol investigation is being conducted, the procedures outlined in this Protocol may be modified by the Advisory Board according to the procedures set forth in this Protocol. Unassisted interviews of witnesses or other involved parties by Protocol investigators, without prior mutual agreement by the Protocol Task Force tend to undermine the purpose and usefulness of the Protocol and shall not occur.

When used correctly, this Protocol creates an independent, transparent, objective and trustworthy process from which meaningful and valuable conclusions can be drawn. This Protocol is for the community, its citizens, the agencies who serve them, and the police officers who, often in a split second decision, take action in the exercise of government power that results in an OICI. Each deserves the best investigation. This Protocol strives to achieve that ideal.

This Protocol is not a statute, ordinance, or regulation and is not intended to increase the civil or criminal liability of member agencies or their employees and it shall not be construed as creating any mandatory obligation to, or on behalf of, third parties.

TABLE OF CONTENTS

- I. DEFINITIONS** (pg. 5)
 - A. Administrative Investigators
 - B. Advisory Board
 - C. Contributing Officer
 - D. Criminal Investigators
 - E. Dangerous Weapon
 - F. Deadly Force
 - G. District Attorney
 - H. Employing Agency
 - I. Guarded Access
 - J. Injury
 - K. Investigating Agency
 - L. Involved Officer
 - M. Law Enforcement Employee
 - N. Liaison Officer
 - O. Officer
 - P. Officer-involved Critical Incident (OICI)
 - Q. Participating Agency
 - R. Protocol Task Force
 - S. Protocol Task Force Coordinator
 - T. Protocol Task Force Teams
 - U. Protocol Task Force Team Leader
 - V. Serious Bodily Injury
 - W. Subject
 - X. Venue Agency

- II. TASK FORCE FORMATION, STRUCTURE AND GOVERNANCE** (pg. 7)
 - A. Advisory Board
 - B. Protocol Task Force Coordinator
 - C. Protocol Task Force

- III. INVOCATION OF PROTOCOL** (pg. 10)
 - A. Mandatory Invocation
 - B. Optional Invocation
 - C. Notifications

- IV. INVESTIGATIVE AGENCIES, FORMATS, AND RESPONSIBILITIES** (pg. 11)
 - A. OICI Investigation Formats
 - B. Lack of Resources
 - C. Scene Security
 - D. Criminalistics
 - E. Subject Hospitalization
 - F. Dangerous Weapon Custody
 - G. Transporting and Sequestering Involved Officers.

- V. **CUSTODIAL DEATHS** (pg. 14)
 - A. Invocation
 - B. Attended Death
 - C. Correctional Facility OICI
 - D. Outside Correctional Facility OICI
 - E. Custodial Death Scenes
 - F. Execution Orders

- VI. **INTERVIEWS** (pg. 14)
 - A. Right to Counsel
 - B. Investigator Presence During Interviews
 - C. *Miranda*
 - D. Cooperation
 - E. Involved Officer Interviews

- VII. **INTOXICANT TESTING** (pg.15)
 - A. Testing Options
 - B. Administrative Investigation Test Results
 - C. Sample Priority
 - D. Miscellaneous

- VIII. **AUTOPSY** (pg. 16)
 - A. Protocol Task Force Attendance
 - B. Physical Evidence
 - C. Attendance by Decedent's Criminologist

- IX. **DISTRICT ATTORNEY'S OFFICE** (pg. 16)
 - A. District Attorney's Participation

- X. **REPORT DRAFTING** (pg. 18)
 - A. Report Drafting
 - B. Completion and Distribution of Reports
 - C. Administrative Investigation

- XI. **NEWS MEDIA RELATIONS** (pg. 18)
 - A. Venue Agency Responsible for Press Releases
 - B. Employing Agency Press Releases
 - C. Release of Certain Information
 - D. District Attorney's Final Report.

- XII. **ACCESS TO REPORTS AND EVIDENCE** (pg. 19)
 - A. Material Created or Collected by the Protocol Task Force
 - B. Evidence no Longer Needed: Notification by District Attorney
 - C. GRAMA

I. DEFINITIONS

- A.** “**Administrative Investigators**” means those investigators assigned by the Employing Agency to conduct the administrative or internal investigation of the OICI.
- B.** “**Advisory Board**” means the Advisory Board that shall govern the administration of the Protocol.
- C.** “**Contributing Officer**” means an Officer whose conduct is directly related to, or contributes to, the cause of the OICI.
- D.** “**Criminal Investigators**” means those investigators assigned to the Task Force to investigate criminal conduct on the part of the Subject.
- E.** “**Dangerous weapon**” is a firearm or an object¹ that in the manner of its use or intended use is capable of causing death or serious bodily injury.
1. The following factors are used in determining whether any object, other than a firearm, is a dangerous weapon:
 - (a) the location and circumstances in which the object was used or possessed;
 - (b) the primary purpose for which the object was made;
 - (c) the character of the wound, if any, produced by the object’s use;
 - (d) the manner in which the object was used;
 - (e) whether the manner in which the object is used or possessed constitutes a potential imminent threat to public safety; and the lawful purposes for which the object may be used.
- F.** “**Deadly Force**” means force that creates or is capable of creating a substantial risk of causing death or serious bodily harm to a person, or force used with the purpose of causing a substantial risk of death or serious bodily injury to a person. The discharge of a firearm for training purposes or lawfully destroying an animal is not deadly force unless such discharge results in the death of or injury to a person.
- G.** “**District Attorney**” means the Salt Lake County District Attorney.
- H.** “**Employing Agency**” is the agency employing an Officer who is alleged to have caused or contributed to the OICI.

¹ The use of instrumentalities other than firearms may constitute the deployment of deadly force. Police cars have been held to be instruments of deadly force. Some lower courts are split on the question of whether police dogs constitute deadly force. For this protocol, if the use of a vehicle, police dog, or other instrumentality results in the death or serious bodily injury of a Subject, the use of that force would constitute the invocation of this protocol.

- I. “Guarded Access”** means that a member of the Protocol Task Force must be present when a Liaison Officer or any other member of the Employing Agency has contact with the Involved or Contributing Officer(s).
- J. “Injury”** means Serious Bodily Injury.
- K. “Investigating Agency”** means the Protocol Task Force composed of Officers from multiple law enforcement agencies.
- L. “Involved Officer”** means an Officer who causes the OICI.
- M. “Law Enforcement Employee”:** This Protocol applies to defined employees and to certain other people affiliated with Participating Agencies as follows:
1. Full-time, part-time, and hourly sworn Officers; whether on or off-duty and acting for a law enforcement or a private purpose at the time of the OICI.
 2. Full-time, non-sworn employees on-duty at the time of the OICI.
 3. Part-time, non-sworn employees on-duty at the time of the OICI.
 4. Reserve Officers on-duty at the time of the OICI.
 5. Temporary law enforcement employees and law enforcement agency volunteers, whether paid or unpaid, on-duty at the time of the OICI. This category includes informants when they are working under direct control and supervision of an Officer.
- N. “Liaison Officer”** An officer from the Employing Agency who is not a member of the Protocol Task force but who serves as a liaison on the Protocol Task Force for a specific OICI investigation to facilitate communication between the Protocol Task Force and the Employing Agency. The Liaison Officer is not assigned investigative functions, but can respond to requests from the Protocol Task Force Coordinator and Protocol Task Force Leader and can be present during interviews. The Liaison Officer shall have Guarded Access at all times to the Involved or Contributing Officer.
- O. “Officer”** means a law enforcement officer as defined in U.C.A. § 53-13-103.
- P. “Officer-involved critical incident” (“OICI”)** is any of the following:
1. the use of a Dangerous Weapon by an Officer against a person that causes injury to any person;
 2. a fatal injury to any person, except the Officer, resulting from the use of a motor vehicle by an Officer;
 3. the death of a person who is in law enforcement custody, but not including deaths that are the result of disease, natural causes, or conditions that have been medically diagnosed prior to the person’s death; or

4. a fatal injury to a person resulting from the efforts of an Officer attempting to prevent a person's escape from custody, make an arrest, or otherwise gain physical control of a person.
- Q.** “**Participating Agency**” means a law enforcement agency that agrees to be subject to and participate in the Protocol as set forth herein, and has indicated such commitment to participation by signing the Protocol.
- R.** “**Protocol Task Force**” means OICI Protocol Task Force personnel from Participating Agencies designated with investigation duties led by the Protocol Task Force Coordinator and Team Leader under the terms and provisions of this OICI Protocol.
- S.** “**Protocol Task Force Coordinator**” means the person who (1) is the primary contact for initial notification of an OICI; (2) oversees and coordinates the assignment of the Protocol Task Force Team for every OICI; (3) monitors the investigation by the Protocol Task Force Team; (4) facilitates the assignment of additional resources and personnel as necessary to aid the Protocol Task Force Team Leader.
- T.** “**Protocol Task Force Teams**” means the investigative teams designated by the Protocol Task Force Coordinator to investigate an OICI.
- U.** “**Protocol Task Force Team Leader**” means a leader of a Protocol Task Force Team.
- V.** “**Serious Bodily Injury**” means bodily injury that creates or causes serious permanent disfigurement, protracted loss or impairment of the function of any bodily member or organ, or creates a substantial risk of death.
- W.** “**Subject**” means the person (injured or not), who caused the Law Enforcement Employee to use Deadly Force, and who may or may not have criminal culpability related to the OICI; or one against whom the force under investigation was applied.
- X.** “**Venue Agency**” means the law enforcement agency or agencies having jurisdiction where the OICI occurs. If a Venue Agency is also an Employing Agency, the Venue Agency cannot lead the Protocol Investigation or employ the Protocol Task Force Coordinator.

II. TASK FORCE FORMATION, STRUCTURE AND GOVERNANCE

- A. ADVISORY BOARD.** An Advisory Board will govern the administration of the Protocol, and shall be structured as follows:
1. The Advisory Board shall include the District Attorney or designee thereof and a designee from each Participating Agency.

2. The Chair of the Advisory Board shall serve a two (2) year term and shall be elected by a two-thirds vote of the Advisory Board.
3. The Advisory Board shall meet at least twice in a calendar year or more often as necessary to review the status of the Protocol, including, without limitation, to: address issues, amend or modify the Protocol, report on the transpired Protocol investigations, discuss and plan training, and discuss and approve allocation of resources.
4. The Advisory Board shall receive input from each Participating Agency regarding the names of personnel and the description of assets, equipment, and other resources dedicated to the Protocol Task Force.
5. The Advisory Board will select the Protocol Task Force Coordinator and Protocol Task Force Team Leaders, seeking the very best and most qualified person to fill each of these critical positions. Although the Advisory Board will endeavor to reach unanimity as to who will be designated to fill these key positions, the position of Protocol Task Force Coordinator and Protocol Task Force Team Leader, including alternates for these positions, shall require the approval of at least seventy-five percent (75%) of the Advisory Board.
 - (a) The Advisory Board will select a Protocol Task Force Coordinator who is the most qualified of those considered for the position.
 - (b) The Advisory Board will also select Protocol Task Force Team Leaders and co-leaders.
 - (c) The Advisory Board will select alternates for the positions of Protocol Task Force Coordinator, Protocol Task Force Team Leader and Protocol Task Force Co-Leaders in order for substitutions to be made in the event of conflicts.
6. The Advisory Board will select and designate the remaining personnel assigned to the Protocol Task Force by the approval of at least two-thirds of the Advisory Board.
7. Decisions made by the Advisory Board, including but not limited to changes to the Protocol, shall only be made upon the approval of at least two-thirds of the Advisory Board, with notice of all approved changes to the Protocol sent to the Chief Executive Officers of all Participating Agencies and the District Attorney.

B. PROTOCOL TASK FORCE COORDINATOR. The Protocol Task Force Coordinator provides leadership, organization and structure to the OICI investigation. Unresolved questions of protocol and procedure are resolved by the Protocol Task Force Coordinator. The Protocol Task Force Coordinator's leadership provides the Protocol Task Force and the OICI investigation with independence from conflicts of interest.

1. The assignment of Protocol Task Force Coordinator may rotate through the

various Participating Agencies on an annual basis or on a schedule determined by the Advisory Board. Protocol Task Force Coordinator assignments are made upon the approval of seventy-five percent (75%) of the Advisory Council.

2. A back up Protocol Task Force Coordinator is appointed upon the approval of seventy-five percent (75%) to serve as a Protocol Task Force Coordinator in the event that the Protocol Task Force investigates an OICI involving the Protocol Task Force Coordinator's Employing Agency or the designated Protocol Task Force Coordinator is unavailable to respond.
3. The Protocol Task Force Coordinator determines and assigns duties to each member of the Protocol Task Force for each OICI investigation.
4. As the OICI investigation proceeds, the Protocol Task Force Coordinator is responsible to:
 - (a) Monitor OICI investigation, organization and progression.
 - (b) Keep Venue Agency administrators, Employing Agency administrators, the District Attorney, and/or their liaisons informed of OICI investigation status.
 - (c) Ensure adequate resources are available and utilized for witness interviews, evidence collection, documentation, and other investigation functions.
 - (d) Mobilize the Protocol Task Force Teams.
 - (e) Call for additional personnel, resources and assets, or release unnecessary personnel, resources and assets as warranted.
 - (f) Assign personnel to compile a report to be prepared wherein the OICI, the investigation of the OICI, and the findings related thereto are set forth and presented to the District Attorney.
 - (g) Designate an agency for the storage and retention of evidence if the Venue Agency's evidence room cannot be used for the storage and retention of evidence.

C. PROTOCOL TASK FORCE. The Protocol Task Force shall be established and agreed upon by the approval of two-thirds of the Advisory Board and shall be governed as follows:

1. Participating Agencies shall nominate personnel and designate equipment, assets and resources to the Advisory Board.
2. The composition of the Protocol Task Force is approved by the approval of a two-thirds vote of the Advisory Board.
3. It is anticipated that each member assigned to the Protocol Task Force will serve for a period of at least two years.
4. An Employing Agency (even if it is not a Participating Agency) shall designate a Liaison Officer who serves on the Protocol Task Force for a specific OICI

investigation to facilitate communication between the Protocol Task Force and the Employing Agency. The Liaison Officer shall not be assigned investigative functions.

5. Each Participating Agency acknowledges that training in OICI investigations techniques is essential for the best outcome of any investigation and as such will commit adequate resources for its members as necessary to insure such training.

III. INVOCATION OF PROTOCOL

A. MANDATORY INVOCATION. Upon the occurrence of an OICI, invocation of this Protocol is mandatory. In accordance with UTAH CODE ANN. § 76-2-408, when an OICI occurs:

1. Upon receiving notice of an OICI, the Venue Agency shall, as soon as practical, notify the District Attorney; and
2. The chief executive of the Venue Agency and the District Attorney shall:
 - (a) jointly designate the Protocol Task Force as the Investigating Agency; and
 - (b) notify the Protocol Task Force Coordinator, who shall not be employed by the Employing Agency, and who will activate the appropriate Protocol Task Force Team.
3. If a Protocol Task Force is not available, the chief executive of the Venue Agency and the District Attorney shall jointly designate another law enforcement agency to conduct the Protocol Investigation.
4. If multiple Venue Agencies are involved in the OICI, each Venue Agency and the District Attorney will jointly designate the Protocol Task Force as the Investigating Agency, notify the Protocol Task Force Coordinator, or, alternatively, jointly designate another Law Enforcement Agency to conduct the Protocol Investigation.

B. OPTIONAL INVOCATION. Each Participating Agency, in the capacity of a Venue Agency or Employing Agency, may itself invoke this Protocol upon the occurrence of any incident involving a Law Enforcement Employee in which the Employing Agency deems an outside investigation is appropriate.

1. The Protocol Task Force Coordinator may decline participation in an optional OICI Protocol invocation.
2. The District Attorney has discretion to decline participation in an optional OICI Protocol invocation.
3. In lieu of an optional invocation of the Protocol, the Involved Agency may investigate the matter itself.

- C. NOTIFICATIONS:** Upon identifying an occurrence as an OICI, the Venue Agency shall make the following notifications as promptly as possible:
1. Intra-agency Officers, as required by that agency's procedures.
 2. The Employing Agency, if applicable and if not yet aware.
 3. The District Attorney's Office. (Refer to the on-call list for which investigator to notify.)
 4. The Medical Examiner's Office or investigator, when a death has occurred.

IV. INVESTIGATIVE AGENCIES, FORMATS, AND RESPONSIBILITIES

- A. OICI INVESTIGATION FORMATS.** In order to recognize and accommodate the various interests and rules of law that are involved in an OICI, OICI investigations may be performed under three separate formats: (i) criminal investigation, (ii) Protocol investigation and (iii) administrative investigation. Administrative investigations are optional to the Employing Agency.
1. **Criminal Investigation.** The Venue Agency shall be the lead on the criminal investigation of the Subject; however, the Venue Agency may designate the Protocol Task Force as the lead on the criminal investigation if the Venue Agency deems such designation warranted.
 2. **Protocol Investigation.** The Protocol Task Force shall be the lead on the Protocol investigations. The Venue Agency shall assign a Liaison Officer to participate in the Protocol investigation.
 - (a) The designated Protocol Task Force Team is in charge of any OICI investigation, but may use the assistance of the Venue Agency Officers at the discretion of the Protocol Task Force Leader. Any assistance provided to the investigation by the Employing Agency should include notations in reports describing which agency made the request and to whom the evidence or reports were given.
 - (b) The Employing Agency shall assign a Liaison Officer, and the Protocol Task Force will work with this Liaison Officer to the greatest extent possible to keep the Liaison Officer informed of the investigation and cooperate with the Liaison Officer on agency specific accommodations to the Involved Officer, including, but not limited to, notification of support members, family, clergy, medical and mental health, labor representatives and legal representatives.

(c) The District Attorney's authorized investigator, representative or liaison shall be entitled to participate in the Protocol Task Force.

3. **Administrative Investigation of Law Enforcement Employee:** The administrative investigation is conducted by the Employing Agency and addresses policy and procedural issues of the Employing Agency. While the Criminal Investigators and Protocol Task Force investigators do not direct the Administrative Investigation, their results are of interest to the Employing Agency for its internal use and those results are fully available for that purpose.

4. **Investigation Priority.** While both the criminal and administrative investigations are important and should be aggressively pursued, investigative conflicts between the two formats shall be resolved by allowing the criminal investigation to have priority. It is intended that this prioritization will preclude competition between the two investigative formats for access to witnesses, physical evidence, and the involved parties, and will prevent the criminal investigation from being compromised by an untimely exercise of the Employing Agency's control of the scene, evidence, or witnesses.

B. LACK OF RESOURCES. If a Venue Agency lacks sufficient resources or believes it cannot properly conduct a criminal investigation related to an OICI, it has two options:

1. Obtain criminal investigative assistance from one or more Law Enforcement Agencies; or
2. Relinquish criminal investigative responsibility to the Protocol Task Force or another Participating Agency.

C. SCENE SECURITY: Each Participating Agency has initial responsibility for securing the crime scene(s) within its jurisdiction. Ultimate scene security is the responsibility of the Venue Agency under the direction of the Protocol Task Force Coordinator.

D. CRIMINALISTICS. The Task Force Criminalistics Unit has the responsibility for documenting the scene(s) and for the collection, preservation and analysis of physical evidence for the criminal investigation of the Subject and the Protocol investigation of the Law Enforcement Employee. Administrative Investigators have access to all collected evidence and tests.

1. If an employee of a Criminalistics Unit is involved in an OICI as an actor or as a Subject, that Criminalistics Unit will be disqualified from assisting in the Protocol investigation of the OICI. The Venue Agency would have the responsibility to arrange for assistance from another Participating Agency laboratory.

2. Prior to final relinquishment of the scene, the Criminal Investigators and Protocol Task Force investigators will provide the Administrative Investigators with an opportunity to assess the need for further evidence processing.

E. SUBJECT HOSPITALIZATION. If a Subject is transported to a hospital, an Officer (preferably from the Venue Agency), should accompany the Subject in order to:

1. Locate, preserve, safeguard, and maintain the custody chain on physical evidence.
2. Obtain a dying declaration, a spontaneous statement, a contemporaneous statement, or a statement of then-existing or previous mental or physical state.
3. Maintain custody if the Subject has been arrested.
4. Identify witnesses and medical personnel.
5. Be available for contacts with the Subject's family, if appropriate.

F. DANGEROUS WEAPON CUSTODY.

1. If a Law Enforcement Employee still has possession of a Dangerous Weapon used in the OICI, the supervising Officer at the scene shall promptly but discreetly (i.e., in private) obtain possession of the Dangerous Weapon. If the Protocol investigators determine that the gun belt is necessary to the investigation, the supervising Officer shall arrange to secure the gun belt at the same time the weapon is taken. Side arms must not be removed from their holster unless circumstances dictate otherwise. Side arms of Law Enforcement Employees should be replaced as quickly as possible if the Officer so wishes, unless circumstances dictate otherwise.
2. In Dangerous Weapon OICI's, the supervising Officer shall check the firearms of all Officers present at the time of the OICI and ensure that all discharged firearms are identified by owner and serial number. The supervising Officer shall document the condition of the inspected firearms.

Collected Dangerous Weapons shall be placed in the evidence room of the Participating Agency that has been assigned to assist the Protocol Task Force in the OICI investigation until all appropriate testing is accomplished.

G. TRANSPORTING AND SEQUESTERING INVOLVED OFFICERS:

1. Officers who were present at the time of the OICI, whether actors or witnesses, will be relieved of their duties as promptly as possible and shall, if possible, be individually transported to their office and sequestered.

2. Involved Officers shall not discuss their use of Deadly Force or their involvement in an OICI amongst themselves, fellow Officers, or others (except their legal representatives).
3. Involved Officers may give statements regarding public safety issues or the circumstances of the criminal investigation of the Subject.
4. Involved Officers may call their spouses or family and notify them of their well-being.

V. CUSTODIAL DEATHS

- A. INVOCATION.** This Protocol shall be invoked for all in custody deaths and those incidents where the person in custody is transported to the hospital in critical condition.
- B. ATTENDED DEATH.** A Subject who is physically in law enforcement or corrections custody is subject to the Protocol, unless it is an attended death. An attended death is when the death of the Subject was anticipated and the result of a medical condition while the Subject was under the care of a physician.
- C. CORRECTIONAL FACILITY OICI.** When the OICI related to an in-custody Subject occurs at a correctional facility or a law enforcement holding area, the Venue Agency is the agency having jurisdiction in that area and the correctional facility or law enforcement agency is the Employing Agency.
- D. OUTSIDE CORRECTIONAL FACILITY OICI.** When the incident related to an in-custody person occurs outside a correctional facility, the law enforcement agency having jurisdiction in the area will act as the Venue Agency and the Employing Agency is the agency that had custody of the person.
- E. CUSTODIAL DEATH SCENES:** When an OICI occurs in a correctional facility, a holding facility or other location and other inmates or persons may be witnesses, those inmates should be identified and if possible separated, pending interviews by the Protocol Task Force investigators.
- F. EXECUTION ORDERS.** If an in-custody death occurs as the result of a lawful execution order by a Utah court, this Protocol will not be invoked.

VI. INTERVIEWS

- A. RIGHT TO COUNSEL.** Law Enforcement Employees have the same rights and privileges as citizens, including the right to consult with legal counsel prior to the interview and the right to have their lawyer present during the interview.
- B. INVESTIGATOR PRESENCE DURING INTERVIEWS.** The interviews by Protocol

Task Force investigators of Law Enforcement Employees, witnesses, and Subjects shall be conducted with all primary Protocol Task Force investigators present unless otherwise agreed upon prior to the interviews. This interview does not have to be conducted immediately but may occur at a later time giving the Officer a chance to meet with their legal representative.

- C. **MIRANDA.** If and when the Protocol interview becomes custodial, the *Miranda* admonition is applicable. However, if the Officer has his lawyer present at the interview, the *Miranda* admonition does not have to be given.
- D. **COOPERATION.** Agency policy and case law permit heads of law enforcement agencies to order their Officers to cooperate with criminal investigations being performed by other agencies. Failure to comply with such orders may result in insubordination. When applicable, interviewees may be advised of this provision. However, Officers will not be compelled by threats of administrative punitive action (or otherwise) to answer Protocol Task Force questions which could be self-incriminating.
- E. **INVOLVED OFFICER INTERVIEWS.** Interviews of Involved Officers will be conducted separately. Interviews will normally be recorded. Interviewees will be considered as witnesses unless the circumstances dictate otherwise.
- F. **CITIZEN WITNESS INTERVIEWS.** All citizen witnesses or involved individuals at the scene may be temporarily detained in order to gain control of the scene. Once the scene has been contained and any suspects have been taken into custody, all witnesses or other involved individuals who are questioned should be interviewed in a non-custodial setting, unless a material witness warrant has been obtained to acquire their attendance.

VII. INTOXICANT TESTING

- A. **TESTING OPTIONS.** Law Enforcement Employees have the same rights and privileges as citizens regarding intoxicant testing. When Protocol Task Force investigators determine that a Law Enforcement Employee's sobriety is relevant to the investigation, they have these options:
 - 1. Obtain a blood and/or urine sample by consent.
 - 2. Obtain a blood and/or urine sample incident to arrest.
 - 3. Obtain a search warrant.
 - 4. If an arrestee refuses to comply with the request for a sample, attempts will be made to obtain the sample in accordance with case law.
- B. **ADMINISTRATIVE INVESTIGATION TEST RESULTS.** Intoxicant test results obtained by Protocol Task Force investigators are available to Administrative Investigators.

- C. SAMPLE PRIORITY.** In the event Protocol Task Force investigators do not obtain blood and/or urine samples for testing, the Employing Agency may then seek to obtain samples; however, the Protocol Task Force investigators shall have the first opportunity to obtain blood and or urine samples.
- D. MISCELLANEOUS.**
1. Blood is best for alcohol testing, while urine is best for drug screening. Samples of both blood and urine should be obtained for the most complete results.
 2. Samples should be collected promptly after the OICI to obtain the most meaningful results.
 3. A Law Enforcement Employee may volunteer to provide blood and urine for testing even if Protocol Task Force and Administrative Investigators haven't obtained samples. Similarly, a person from whom Protocol Task Force or Administrative Investigators have obtained samples may request that another sample be taken for independent testing. Such a request will be honored; however, the person volunteering this sample is responsible for the expense of the test.

VIII. AUTOPSY

- A. PROTOCOL TASK FORCE ATTENDANCE.** The Venue Agency investigator from the Protocol Task Force will attend the autopsy unless otherwise agreed upon. The Medical Examiner performing the autopsy will receive a complete briefing prior to the examination, which briefing shall include all relevant information known at that time.
- B. PHYSICAL EVIDENCE.** When the Medical Examiner agrees, the Protocol Task Force investigator shall assume responsibility for documenting and collecting physical evidence.
- C. ATTENDANCE BY DECEDENT'S CRIMINOLOGIST.** Although the Medical Examiner has authority to determine who attends an autopsy, it is usually advisable to allow attendance by a recognized professional criminologist retained by representatives of the decedent, if such request has been expressed before the autopsy has begun.

IX. DISTRICT ATTORNEY'S OFFICE

- A. DISTRICT ATTORNEY'S PARTICIPATION.** The District Attorney's Office will participate in the Protocol investigation as follows:
1. The District Attorney has its own separate investigative authority. When deemed appropriate by the District Attorney, the District Attorney's Office may perform an independent investigation of the OICI.

2. If the Protocol investigation results in criminal charges against a Law Enforcement Employee, the affiant on the information filed by the District Attorney's Office shall be the District Attorney investigator unless otherwise agreed upon by the Protocol Task Force.
3. In the event criminal charges are filed, the Protocol Task Force investigative team shall be dissolved and any additional follow-up investigation that is needed to prepare the case for trial shall be handled by the District Attorney's Office. Any Officer assigned to the Protocol Task Force should make themselves available for trial preparation and court purposes.
4. The District Attorney will receive and review the findings of each OICI investigation conducted under this Protocol, unless an actual conflict of interest exists. If an actual conflict of interest exists, the District Attorney shall make a written explanation of the conflict and obtain the assistance of another prosecution entity capable of performing the duties and obligations of the District Attorney as set forth in this Protocol.
5. The District Attorney has the responsibility to determine whether an Involved Officer's actions were "justified" under Utah law pursuant to U.C.A. 76-2-401 and 76-2-404.
6. When the Task Force Coordinator believes that the OICI investigation is complete, the Task Force Coordinator will schedule a briefing with the Employing Agency and also schedule a separate briefing with the District Attorney and present the findings of the OICI investigation.
7. The District Attorney and designated personnel will conduct an independent review of the OICI investigation. The District Attorney's independent review will initially determine whether the OICI investigation provided enough information to determine "justification." If the District Attorney believes additional information is required, the Task Force Coordinator will be notified and the matter will be referred back for further investigation.
8. Once a "justification" decision is reached, the District Attorney will summarize the OICI investigation and the findings thereof, and report the determination of "justification," and the rationale for the determination. The District Attorney shall prepare a written summary letter containing the above and deliver the letter to the Employing Agency. **This letter is not to be released to the public or press and is deemed to be only a draft.**
9. Upon receipt of the District Attorney's draft summary letter containing the "justification" determination, the Employing Agency will have five (5) working days to review and reply if necessary to the letter. The Employing Agency may also raise concerns or objections to the letter or portions thereof to the District Attorney. The District Attorney may make changes as appropriate and submit a final letter to the Employing Agency

10. After the Employing Agency has had 24 hours to review the final letter, the District Attorney shall release the letter to the public.
11. If an Involved Officer was “justified” in the use of Deadly Force, this legal defense prevents any further consideration by the District Attorney of criminal charges against an Involved Officer, and the OICI investigation and review are closed.
12. If the District Attorney determines the legal defense of “justification” does not apply to the Involved Officer, the District Attorney will thereafter consider whether sufficient information exists to determine whether, and if so which criminal charges against an Involved Officer are warranted. If the District Attorney determines insufficient information exists to screen charges, the District Attorney shall request a law enforcement agency to conduct a criminal investigation into the conduct. If the District Attorney determines that sufficient information exists to screen charges, the same standards, procedures, protocol and considerations which are applied to any criminal screening shall apply to the screening of criminal charges against an Involved Officer.
13. If the District Attorney’s Office concludes that criminal charges are warranted against an Involved Officer, the District Attorney shall file criminal charges against an Involved Officer.
14. After a criminal charge is filed against an Involved Officer, any follow up and further investigative work shall be performed by and be the responsibility of the District Attorney’s Office and agencies designated to assist.

X. REPORT DRAFTING

- A. REPORT DRAFTING.** All reports will be forwarded to the Protocol Task Force Team Leader for coordination and insertion into the reporting format of the Protocol Task Force Team Leader. The Protocol Task Force Team Leader will decide which investigator is responsible for drafting a particular report. Protocol Task Force investigators should not draft more than one report on an interview or event. Protocol Task Force investigators should coordinate the drafting of all reports and sign off on the accuracy of the report; however, the Protocol Task Force Team Leader is responsible for the final report. All Protocol Task Force investigators shall coordinate with the Protocol Task Force Team Leader to draft a final report that documents their participation in the investigation.
- B. COMPLETION AND DISTRIBUTION OF REPORTS.** Prompt completion and distribution of reports is essential. All agencies and investigators shall strive to complete and distribute a report within 30 days after an OICI.
- C. ADMINISTRATIVE INVESTIGATION.**

1. The Employing Agency shall control the reports and findings of the administrative investigation.
2. Interview statements, physical evidence, toxicology test results and investigative leads that are obtained by Administrative Investigators after ordering Law Enforcement Employees to cooperate shall not be revealed to Criminal Investigators or Protocol Task Force investigators without the approval of the District Attorney's Office.
3. Protocol Task Force investigators shall promptly and periodically brief the Administrative Investigator(s) regarding the progress of the Protocol investigation. The Administrative Investigators shall have access to briefings, the scene(s), physical evidence, reports, and interviewees' statements.

XI. NEWS MEDIA RELATIONS.

- A. VENUE AGENCY RESPONSIBLE FOR PRESS RELEASES.** The Venue Agency is responsible for issuing press releases about the OICI and its investigation. The Venue Agency public information officer (or the Venue Agency designate) should be kept informed regarding the details of the case in order to keep the news media informed.
- B. EMPLOYING AGENCY PRESS RELEASES.** If the Employing Agency is not also the Venue Agency, the Employing Agency should limit its comments to the following areas:
 1. the employer-employee relationship; and
 2. information that has been cleared for release by the Protocol Task Force.
- C. RELEASE OF CERTAIN INFORMATION.** If the Protocol Task Force investigators determine that the release of specific information would materially jeopardize the investigation, they shall notify those agencies possessing that knowledge about the hazards of releasing such information.

XII. ACCESS TO REPORTS AND EVIDENCE

- A. MATERIAL CREATED OR COLLECTED BY THE PROTOCOL TASK FORCE.** Material that is created or collected by, or at the request or direction of the Protocol Task Force investigators shall be made available in a timely manner to those agencies that have an interest in the investigation. Such material shall include written reports, access to the physical evidence, photographs, diagrams, and all recordings.
- B. EVIDENCE NO LONGER NEEDED: NOTIFICATION BY DISTRICT ATTORNEY.** When the District Attorney's Office concludes that the physical evidence collected for the Protocol investigation is no longer needed for criminal law purposes, the

Employing Agency and the Venue Agency shall be notified of that decision so they can assume responsibility for preservation or disposal of such evidence as prescribed by law and departmental policy.

C. Government Records Access and Management Act (GRAMA). Records generated by the Protocol Task Force will be controlled by the Agency for whom the Protocol Task Force Team Leader is employed (i.e. the Investigating Agency).

1. During the OICI investigation, the Venue, Employing and Investigating agencies will coordinate all GRAMA requests for records relating to each OICI so as to avoid duplicative requests for the same records and to avoid interference with the ongoing OICI investigation.
2. Although the Investigating Agency will be deemed to be the agency that controls the records related to the OICI, all audio and video records created through the use of body-worn cameras (BWCs), dashboard cameras, or other digital technology will be held and maintained by the agency that deployed the equipment. Copies of any such audio and/or video records will be provided to the Protocol Task Force Leader for inclusion in the final OICI investigative report.
3. While the District Attorney's final letter containing the "justification" determination shall be released to the public pursuant to this Protocol Agreement, documents and records contained in the underlying OICI Protocol Task Force investigative file may be classified as public, private or protected on a case-by-case basis.

END OF PROTOCOL

**SALT LAKE COUNTY OFFICER INVOLVED
CRITICAL INCIDENT TASK FORCE
INTERLOCAL AGREEMENT**

THIS INTERLOCAL COOPERATION AGREEMENT (“Agreement”) is entered into this ____ day of _____ 2015, by and between the following municipal and governmental entities for and on behalf of their respective law enforcement agencies, City of Alta, City of Bluffdale, City of Cottonwood Heights, Draper City, Granite School District, Murray City Corporation, Salt Lake City Corporation, Salt Lake County, Sandy City, City of Saratoga Springs, City of South Jordan, City of South Salt Lake, Unified Police Department of Greater Salt Lake, University of Utah, Utah Department of Corrections, Utah Department of Public Safety, Utah Transit Authority, City of West Jordan, and West Valley City, for the purpose of facilitating the establishment of the Salt Lake County Officer Involved Critical Incident Task Force (“OICI Task Force”). The parties to this Agreement are sometimes referred to collectively as the “Parties” or individually as a “Party.”

RECITALS:

- A. UTAH CODE ANN. § 76-2-408 (the “OICI Statute”) became effective on May 12, 2015 and sets forth requirements for the investigation of officer involved critical incidents (“OICI”) delineated in the statute.
- B. The OICI Statute requires every law enforcement agency to adopt and post by December 31, 2015, (1) the policies and procedure the agency has adopted to select the investigating agency that will investigate an OICI that occurs in its jurisdiction when one or more of its officers are alleged to have caused or contributed to the OICI; and (2) the protocols the agency has adopted to ensure that every OICI investigation conducted in its jurisdiction is conducted professionally, thoroughly, and impartially.
- C. The Parties have determined that the formation of a Salt Lake County OICI Task Force (“OICI Task Force”) that will serve as the investigating agency for OICI’s that occur in Salt Lake County will ensure that any investigation of an OICI will be conducted professionally, thoroughly and impartially.
- D. The Parties have determined that the OICI Task Force will be governed the Salt Lake County OICI Protocol (“OICI Protocol”) that the Parties have established to provide uniform procedures for the investigation of OICI’s.
- E. The utilization of a Salt Lake County OICI Task Force to investigate OICI’s is beneficial to the Parties, the citizens of Salt Lake County and the officers who are involved in OICI’s.
- F. The Utah Interlocal Cooperation Act, UTAH CODE ANN. §§ 11-13-101 *et seq.*, 1953, as amended (the “Interlocal Act”), authorizes public agencies to enter into agreement to provide law enforcement services to one or more other public agencies.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings of the Parties hereto, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

Section 1. General Purpose. The purpose of this Agreement is to form a Salt Lake County OICI Task Force to meet the requirements set forth in the OICI Statute and to provide improved OICI investigations while avoiding conflicts of interest. The Parties declare that there is a county-wide need for an OICI Task Force.

Section 2. Definitions. For purposes of this Agreement, the following terms shall have the meanings given in this section:

- (a) “Advisory Board” means the Advisory Board that shall govern the administration of the OICI Protocol and shall include the District Attorney or designee thereof and a designee from each Participating Agency.
- (b) “Investigating Agency” means the Protocol Task Force composed of officers from multiple law enforcement agencies.
- (c) “Officer-involved critical incident” (“OICI”) as established in the OICI Statute includes any of the following:
 - 1. the use of a Dangerous Weapon by an Officer against a person that causes injury to any person;
 - 2. a fatal injury to any person, except the Officer, resulting from the use of a motor vehicle by an Officer;
 - 3. the death of a person who is in law enforcement custody, but not including deaths that are the result of disease, natural causes, or conditions that have been medically diagnosed prior to the person’s death; or
 - 4. a fatal injury to a person resulting from the efforts of an Officer attempting to prevent a person’s escape from custody, make an arrest, or otherwise gain physical control of a person.
- (d) “Participating Agency” means a law enforcement agency that agrees to be subject to and participate in the OICI Protocol and has indicated such commitment to participation by signing the Protocol.
- (e) “Protocol Task Force” means the OICI Protocol Task Force comprised of personnel from Participating Agencies designated with investigation duties led by the Protocol Task Force Coordinator and Team Leader under the terms and provisions of the OICI Protocol.

Section 3. OICI Task Force Jurisdiction. The OICI Task Force shall have jurisdiction throughout Salt Lake County to investigate OICI’s. Each Party to this Agreement hereby expressly consents to allow the OICI Task Force to act as the Investigating Agency to investigate OICI’s that occur in its jurisdiction when one or more of its officers are alleged to have caused or contributed to the OICI.

Section 4. Interlocal Authority. The Interlocal Act permits local governmental units to efficiently use of their powers by enabling them to provide joint or cooperative law enforcement services between agencies in a manner that will best aid the agencies and the citizens of the agencies served by such cooperative endeavors. In satisfaction of the requirement of the Interlocal Act, and in connection with this Agreement, the Parties agree as follows:

- (a) This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Act;
- (b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act;
- (c) A duly executed original counterpart of this Agreement shall be filed with keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Act;
- (d) No separate legal entity is created by the terms of this Agreement;
- (e) As required by Section 11-13-207 of the Interlocal Act, the Parties agree that the cooperative undertaking under this Agreement shall be administered by the Advisory Board of the Salt Lake County OICI Protocol; and
- (f) No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

Section 5. Consideration. The consideration for this Agreement consists of the mutual benefits and exchange of promises provided herein.

Section 6. Counterparts. This Agreement may be executed in counterparts by the Parties. All signed counterparts shall be deemed to be one original.

Section 7. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective Parties hereto.

Section 8. Captions; Recitals. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof. The recitals form an integral part of this Agreement and are hereby incorporated.

Section 9. Severability. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.

Section 10. Interpretation. This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah, without giving effect to any choice or conflict of law provision or rule (whether of the state of Utah or any other jurisdiction).

Section 11. Notice. All notices and other communications provided for in this Agreement shall be in writing and shall be sufficient for all purposes if: (a) sent by email to the address a Party may designate, or by fax to the fax number a Party may designate, and concurrently sent by first class mail to the Party and to the Party's legal office; (b) personally delivered; or (c) sent by certified or registered United States Mail addressed to the Party at the address the Party may designate, return receipt requested. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three (3) days after such notice is deposited in the United States mail, certified mail postage prepaid and addressed to the Parties at their respective addresses.

Section 12. Governmental Immunity. All Parties are governmental entities under the Governmental Immunity Act of Utah, UTAH CODE ANN. §§ 63G-7-101 to -904 (2011), as amended (the "Act"). Subject to and consistent with the terms of the Act, each Party shall be liable for its own negligent acts or omissions, or those of its authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and no Party shall have any liability whatsoever for any negligent act or omission of any other Party, its employees, officers, or agents. No Party waives any defenses or limits of liability available under the Act and other applicable law. All Parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

Section 13. Ethical Standards. The Parties to this Agreement each represent that they have not: (a) provided an illegal gift or payoff to any officer or employee, or former officer or employee, or to any relative or business entity of an officer or employee, or relative or business entity of a former officer or employee of any of the Parties; (b) retained any person to solicit or secure participation in this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute; or (d) knowingly influenced, and hereby promise that they will not knowingly influence, any officer or employee or former officer or employee of any Party to breach any of the ethical standards set forth in State statute.

Section 14. Assignment. No Party may assign any of its rights or delegate any performance under this Agreement. Any attempt to assign any rights or delegate any performance under this Agreement shall be void.

Section 16. Responsibility for Task Force members. Each Participating Agency shall fund all salaries, benefits, and other obligations for its representatives assigned to the OICI Protocol Task Force.

Section 17. Insurance. Each Participating Agency shall be solely responsible for providing workers' compensation and benefits for its own employees who provide services under this Agreement. Each Participating Agency shall obtain insurance, become a member of a risk pool, or be self-insured to cover the liability arising out of negligent acts or omissions of its own personnel rendering services under this Agreement.

Section 18. Effective Date. This Agreement shall become effective when at least two Parties named above each execute an original or copy of the Agreement as required by law.

Section 19. Term. The term of this Agreement shall be three (3) years from the effective date, unless the Parties agree in writing to terminate the Agreement prior to the expiration of the initial term of the Agreement. Renewals shall occur automatically thereafter every three (3) years, for a period of up to fifty (50) years, unless the Parties agree in writing that the Agreement shall not be renewed.

Section 20. Termination by Any Party. Any Party to this Agreement may terminate its involvement with the Salt Lake County OICI Task Force at any time prior to the expiration of the term of the Agreement. Such termination shall be provided via written notice to the Advisory Board and shall be effective upon delivery to the Advisory Board. Notwithstanding such termination, any terminating Party will agree to complete its involvement in any investigations that are open at the time that written notice to terminate is delivered.

Section 21. Claims and Disputes. Claims, disputes and other issues between the Parties arising out of or related to this Agreement shall be decided by litigation in the Third Judicial District Court of Salt Lake County, Utah. Unless otherwise terminated pursuant to the provisions hereof or otherwise agreed in writing, each of the Parties shall continue to perform its obligations hereunder during the pendency of such dispute.

Section 22. Integration. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings concerning the subject matter of this Agreement.

Section 23. Rights and Remedies. The rights and remedies of the Parties shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provision(s) hereof.

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed on its behalf by its duly authorized representative.

[Remainder of page intentionally left blank - SIGNATURE PAGES of Parties follow]

Signature Page pertaining to the “**Salt Lake County Officer Involved Critical Incident Task Force Interlocal Agreement**” between City of Alta, City of Bluffdale, City of Cottonwood Heights, Draper City, Granite School District, Murray City Corporation, Salt Lake City Corporation, Salt Lake County, Sandy City, City of Saratoga Springs, City of South Jordan, City of South Salt Lake, Unified Police Department of Greater Salt Lake, University of Utah, Utah Department of Corrections, Utah Department of Public Safety, Utah Transit Authority, City of West Jordan, and West Valley City.

CITY OF ALTA

By _____

Its _____

Approved as to form

City Attorney/Legal Counsel

Signature Page pertaining to the “**Salt Lake County Officer Involved Critical Incident Task Force Interlocal Agreement**” between City of Alta, City of Bluffdale, City of Cottonwood Heights, Draper City, Granite School District, Murray City Corporation, Salt Lake City Corporation, Salt Lake County, Sandy City, City of Saratoga Springs, City of South Jordan, City of South Salt Lake, Unified Police Department of Greater Salt Lake, University of Utah, Utah Department of Corrections, Utah Department of Public Safety, Utah Transit Authority, City of West Jordan, and West Valley City.

CITY OF BLUFFDALE

By _____

Its _____

Approved as to form

City Attorney/Legal Counsel

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CITY OF COTTONWOOD HEIGHTS

By _____

Its _____

Approved as to form

City Attorney/Legal Counsel

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DRAPER CITY

By _____

Its _____

Approved as to form

City Attorney/Legal Counsel

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GRANITE SCHOOL DISTRICT

By _____

Its _____

Approved as to form

City Attorney/Legal Counsel

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MURRAY CITY CORPORATION

By _____

Its _____

Approved as to form

City Attorney/Legal Counsel

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SALT LAKE CITY CORPORATION

By _____

Its _____

Approved as to form

City Attorney/Legal Counsel

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SALT LAKE COUNTY

By _____

Its _____

Approved as to form

District Attorney/Legal Counsel

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SANDY CITY

By _____

Its _____

Approved as to form

City Attorney/Legal Counsel

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CITY OF SARATOGA SPRINGS

By _____

Its _____

Approved as to form

City Attorney/Legal Counsel

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CITY OF SOUTH JORDAN

By _____

Its _____

Approved as to form

City Attorney/Legal Counsel

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CITY OF SOUTH SALT LAKE

By _____

Its _____

Approved as to form

City Attorney/Legal Counsel

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**UNIFIED POLICE DEPARTMENT OF
GREATER SALT LAKE**

By _____

Its _____

Approved as to form

Legal Counsel

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UNIVERSITY OF UTAH

By _____

Its _____

Approved as to form

Legal Counsel

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**STATE OF UTAH DEPARTMENT OF
CORRECTIONS**

By _____

Its _____

Approved as to form

Legal Counsel

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STATE OF UTAH DEPARTMENT OF PUBLIC SAFETY

By _____

Its _____

Approved as to form

Legal Counsel

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UTAH TRANSIT AUTHORITY

By _____

Its _____

Approved as to form

Legal Counsel

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CITY OF WEST JORDAN

By _____

Its _____

Approved as to form

City Attorney/Legal Counsel

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WEST VALLEY CITY

By _____

Its _____

Approved as to form

City Attorney/Legal Counsel

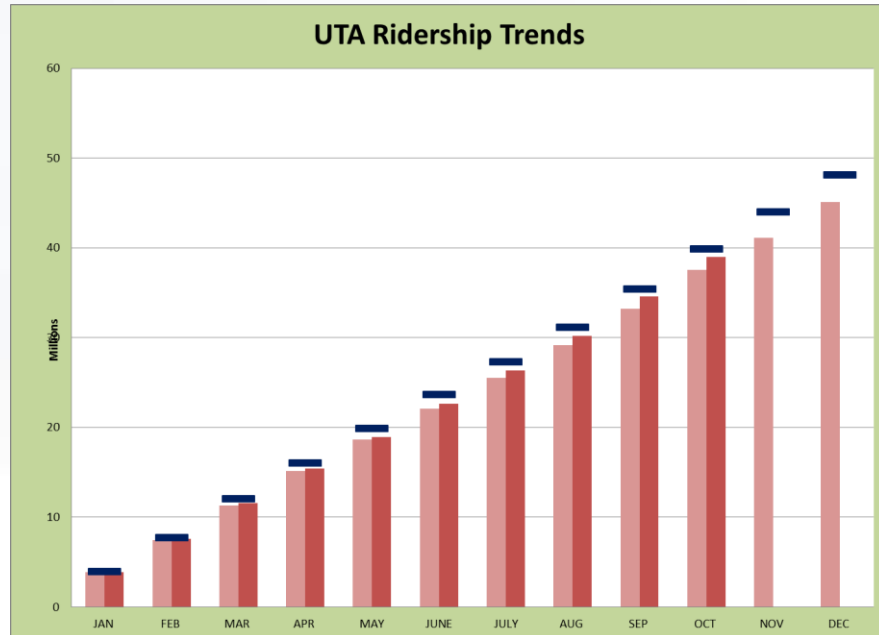
UTA Board Operations Dashboard

October 2015

Ridership (Millions)						
	Oct 2015	Oct 2014 (Adjusted)	% Variance	YTD 2015	YTD 2014 (Adjusted)	% Variance
System	4.40	4.43	-0.57%	38.96	38.80	0.42%

Source: Monthly Ridership Report

2014 ridership reflects 8.19% adjustment for APC



On-Time Reliability					
	Oct 2015	YTD 2015	Goal	Oct 2015 % Variance	YTD 2015 % Variance
Bus	91.14%	92.29%	92.00%	-0.93%	0.32%
TRAX	94.82%	94.17%	95.00%	-0.19%	-0.87%
FrontRunner	84.84%	87.15%	93.00%	-8.77%	-6.29%
Streetcar	99.65%	98.50%	97.50%	2.21%	1.03%
System	92.28%	92.97%			



Source: OpAnalytics

Investment per Rider			
	+	-	÷
	Operating Expense	Farebox Revenue	Passengers
October YTD	\$ 185,805,512	\$ 41,347,582	38,958,694
Budget YTD	\$ 199,714,891	\$ 41,771,169	39,864,263
	YTD 2015 IPR	Goal	% Variance
System	\$ 3.71	\$ 4.01	7.48%



UTAH TRANSIT AUTHORITY BOARD GOALS 2015

OPERATIONS

RIDERSHIP	<i>Board Goal</i>	<i>Responsible Executive</i>
	INCREASE RIDERSHIP BY 3.3% OVER 2014 ACTUAL	JERRY BENSON
	<i>Current Issues</i>	<i>Rating</i>
	October YTD Ridership is up .42% compared to the same period in 2014	
INVESTMENT PER RIDER	<i>Board Goal</i>	<i>Responsible Executive</i>
	INVESTMENT PER RIDER (IPR) OF \$4.01	BOB BILES
	<i>Current Issues</i>	<i>Rating</i>
	YTD IPR as of October 31, 2015 is \$3.71. Without fuel savings IPR is \$3.92.	

UPDATE FOR THE MONTH OF: OCTOBER 2015