

# The Utah Peace Officer

*In Memoriam...*

Volume 96  
Dedicated to these three Utah LODD heroes.  
Spring 2019, March 2019



**Assistant Chief Dennis Vincent**  
**Brigham City Police Department**  
**EOW October 26, 2018**



**Officer David Romrell**  
**South Salt Lake Police**  
**Department**  
**EOW November 24, 2018**



**Master Officer Joseph**  
**Shinners**  
**Provo Police Department**  
**EOW January 4, 2019**



This edition also spotlights **Herriman**  
**City's New Police Department.**



# The Utah Peace Officer



The Utah Peace Officer is the official publication of the Utah Peace Officers Association and is distributed to its entire membership and advertisers. In order to make the Peace Officer as interesting and as informative as it can possibly be for Peace Officers and their families in the State of Utah, we invite your contributions of pictures and articles of general interest to all of us. It is our sincere desire to make each publication one that will be looked forward to with anticipation. Please submit all materials or requests for advertising rate sheets to:

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Check our website for updated training information and the latest APB's go to <http://www.upoa.org>

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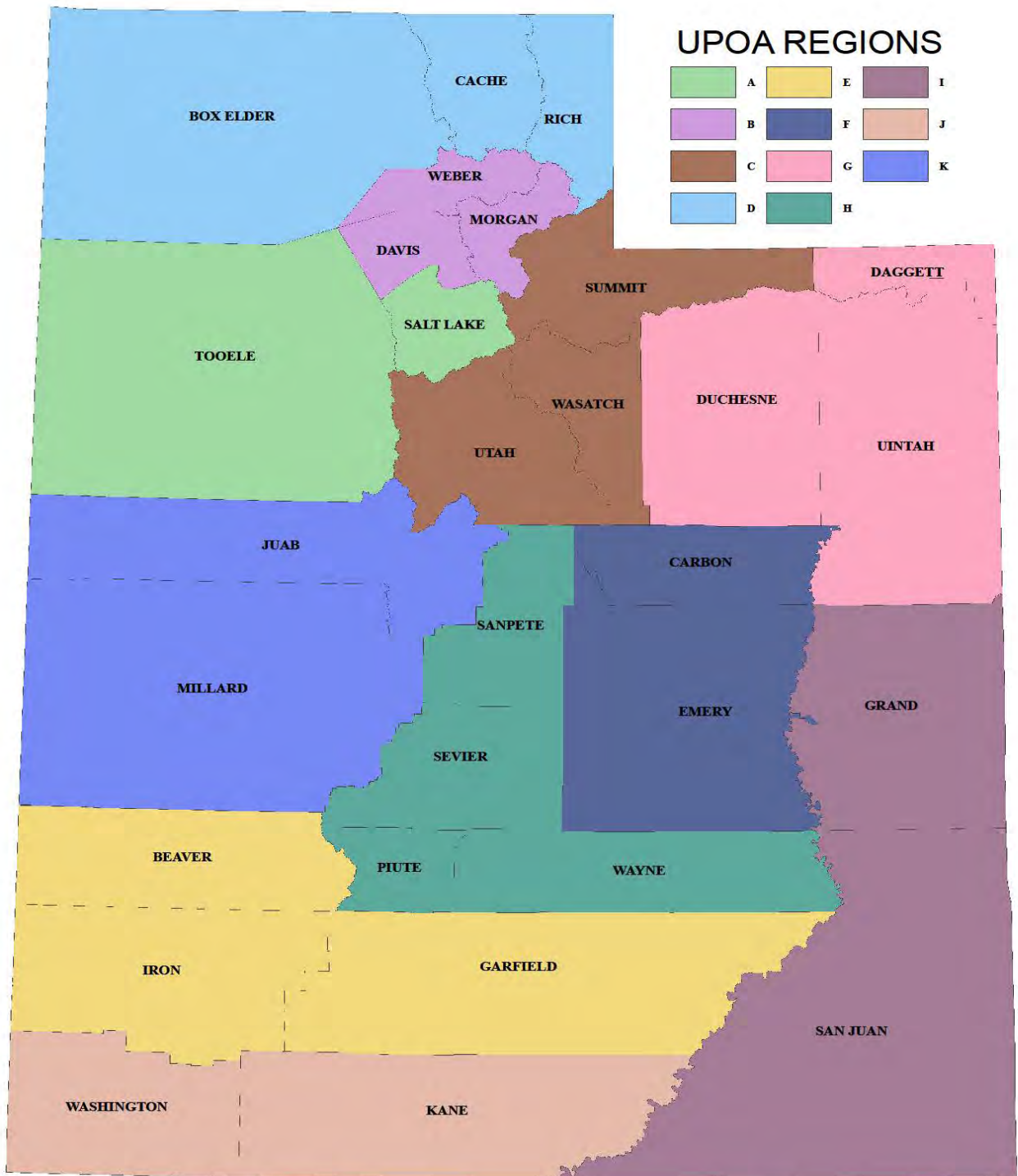
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# President's Message:



Greetings from the President;

Spring is just around the corner and we are all starting to think about summer. I won't be sad to see the snow go, as much as we need it to give us water. It got me thinking about the things we hope for and the things we need.

The things we hope for, like a year without losing an officer in the line of duty. Crimes and drug use going down, folks finding jobs and getting housing. Parents taking care of children and children respecting their elders.

The things we need - A livable wage, a good retirement, respect and support from the public. A work environment we can grow and flourish in and the love and support from those closest to us.

So is this just a wish list or can it come to fruition? We hear the contestants of beauty pageants say the thing they most want is "world peace". But what, pray tell, are they doing about it after that?

What about us? Are we doing anything about the things we want and need? We can adhere to the Below 100 principles. Slow down, wear that vest, don't take shortcuts and think about what is important at that moment. It may not stop all line of duty deaths, but it will decrease the numbers. Crime and drug use decreasing may seem like an uphill battle. As our society changes it may make us change how we do business. With the passing of the latest marijuana laws, do we just give up or change to combat that which is still illegal?

We have more folks living on our streets nowadays, some of which may not want to be there. We have Outreach Officers now at Rio Grande who interact with the people to help determine the needs and best way to fit them to the resources available.

Parents and children - do we get into the middle of people and their families? Sometimes we do. Are we vigilant as we stop cars to look for child abuse and human trafficking? Do we treat violators with respect in front of their children? Do we take time to talk with teenagers about how a family works better when everyone shares in the work of running a home? Maybe they just need a sounding board or a listening adult who isn't so close to the problem. There is nothing better than good old fashion values and ideas.

What about those things that we need? A livable wage is also important. Do we talk with our administrators about what we want? Do we support them when asking our elected officials for budgets? Do we help with market comparisons and show up to council meetings to show our support?



Here is a big one.... How about a good retirement? UPOA has been working with other organizations to improve the retirement that you will get in the future. I hold a seat on the Utah Retirement Systems Advisory Board. UPOA is at the forefront of trying to improve the Tier 2 System. Thanks to Senator Harper and many others, we may have a bill this year to improve that for the first time since it was changed. What are we doing about your own retirement? Are we putting as much as we can away for that future goal? URS has many options to help you save for your own retirement. Are you in charge of your own financial future?

Respect and support from the public is a huge help as we perform our duties in law enforcement. Although we may not feel like it, often we really do have these things from the majority of our citizens. National headlines may wish to change that feeling, however, they can only go so far. The citizens of Utah has hardworking people who do support us and respect what we do. I have received more comments of, "Thank you for your service!", in the last few years than ever before.

A work environment we can grow and flourish in is also very important. You may ask, "What does that mean?" How engaged are you at work? Do you just show up and put in your hours, or do you look for ways to flourish and improve? This does not always mean climbing the ladder. Can even a brand new officer contribute to his or her crew? Of course they can! The new rookie brings enthusiasm and can energize those they work with. The seasoned officer can keep the ship pointed in the right direction and teach with experience.

We need love and support from those closest to us. Don't forget to keep your priorities where they need to be. All of us will be done being cops someday. We will always be parents, grandparents, siblings and hopefully someone's most important partner. If we neglect those relationships along the way, it is hard to make it up at the end.

So what am I saying with all this? What is the common denominator? Get involved!! Be engaged!! Take every opportunity to make a difference in someone else's life and your own. Take charge of your retirement and start saving. Be a mentor at work no matter what your assignment. Care about those you come into contact with and who need your help. Serve on a board or reach outside of yourself.

Utah Peace Officers Association strives to bring professionalism to our chosen careers. Through education, interactions and some really fun events, such as, the Fallen Peace Officers Trail Ride and Three Gun Shoot. We work hard to represent you at the Legislature, POST Council, URS and many other places. We are always looking for those willing to serve. Events like the canine trials, magazine and trail ride take many volunteers to help make them successful. Join us in Moab as we honor our fallen this April and feel the excitement of spring as we head into another year!

We look forward to hearing from you as we move this great profession forward. Stay safe out there.

**MEMBERSHIP APPLICATION – NEW/RENEWAL**

**UTAH PEACE OFFICERS ASSOCIATION**

**5671 S. Redwood Road, #19**

**Taylorsville, UT 84123**

- New Member
- Renewal
- Auxiliary
- Personal Information Update
- Other / Purchase



**Off: 801-313-0760 \*\*FAX 801-313-0761 \*\*E-Mail: [homeupoa@gmail.com](mailto:homeupoa@gmail.com)**

**Secure Membership Application available on UPOA's web page: [www.upoa.org](http://www.upoa.org)**

Today's Date \_\_\_\_\_

Name (print) \_\_\_\_\_  
First MI or Name Last

Home Address (required) \_\_\_\_\_  
Street City State Zip

Home phone \_\_\_\_\_ Cell \_\_\_\_\_ Business \_\_\_\_\_

E-Mail Address \_\_\_\_\_ Employer \_\_\_\_\_

Employer Address \_\_\_\_\_  
Street City State Zip

Full Time \_\_\_ Part Time \_\_\_ Associate \_\_\_ Retired \_\_\_ (from what department) \_\_\_\_\_

**\*\* I desire to pay my annual membership dues through payroll deduction. (Only State employees, S. L. County, Unified Police, Salt Lake City, West Jordan, Tooele City & County, Herriman, Orem, Sandy, Grantsville, St. George and Kane County employees may participate in payroll deductions at this time. Please check with your agency if not on this list.) NOTE: **ONLY DUES MAY BE DEDUCTED – NO MERCHANDISE.****

**Department Employee # or SSN \_\_\_\_\_ Signature: \_\_\_\_\_**

**A signed copy of this form must be mailed or emailed to the UPOA office for payroll deduction. I am paying for – (all items have a UPOA logo):**

- \_\_\_\_\_ Lifetime membership @ \$600.00 (May be paid in installments over a one year period.) ..... \$ \_\_\_\_\_
- \_\_\_\_\_ Annual dues @ \$35.00 ..... \$ \_\_\_\_\_
- \_\_\_ N/A \_\_\_ Auxiliary dues @ \$10.00 (Please complete relationship section above.) ..... \$ \_XXXXXXXXXX\_
- \_\_\_\_\_ T shirts @ \$10.00..... \$ \_\_\_\_\_
- \_\_\_\_\_ Hats @ \$12.00 (Distressed military hat \$15)..... \$ \_\_\_\_\_
- \_\_\_\_\_ Polo Shirt @ \$30.00 (2XL – 4XL @ \$35.00)..... \$ \_\_\_\_\_
- \_\_\_\_\_ Business card wallet @ \$10.00..... \$ \_\_\_\_\_
- TOTAL (Postage and handling on multiple items will not exceed \$10.00) ..... \$ \_\_\_\_\_

(Postage for up to 10 decals only will be free of charge)

Save postage and handling by purchasing items directly at the UPOA Office or having your Regional Board member deliver them to you.

\*\*Call for further information or come by the office.

Please charge the above amount to my VISA, Master Card or American Express account # \_\_\_\_\_



Expires \_\_\_\_\_

Authorized Signature \_\_\_\_\_



## Chaplain's Message:

**By: Tyson Pepper, UPOA Chaplain**

I'm easily amused by the endless supply of "dad joke's". This one could fall into that category;

Early one morning, a mother went in to wake up her son.

Mom: "Wake up, son. It's time to go to school!"

Son: "But why, Mom? I don't want to go."

Mom: "give me two reasons why you don't want to go."

Son: "Well, the kids hate me for one, and the teachers hate me, too!"

Mom: "That's no reason not to go to school. Come on now get ready."

Son: "Give me two reasons why I should go to school."

Mom: "Well, for one, you're 52 years old, and for another, you're the principal!"

(Source Unknown).

Well, it's my hope this "dad joke" encouraged a smile. As we adjust our focus, I wanted to look at Theodore "Teddy" Roosevelt. Teddy has some famous quotes "Speak softly and carry a big stick-you will go far." This former New York City Police Commissioner gave a tremendous speech in Paris, France, titled *Citizenship in a Republic*. Within this 35-page speech, one passage that stands out is often referred to as "The Man in the Arena."

"It is not the critic who counts; not the man who points out how the strong man stumbles, or where the doer of deeds could have done them better. The credit belongs to the man who is man who is actually in the arena, whose face is marred by dust and sweat and blood; who strives valiantly; who errs, who comes short again and again, because there is no effort without error and shortcomings; but who does actually strive to do the deeds; who knows great enthusiasms, the great devotions; who spends himself in a worthy cause; who at the best knows in the end the triumph of high achievement, and who at the worst, if he fails, at least fails while daring greatly, so that his place shall never be with those cold and timid souls who neither know victory nor defeat."

For me, this encapsulates so much of what it means to be a Police Officer. As Law Enforcement Officers, we are always in the arena of life, always ready with a relentless determination to serve our communities. The word relentless is the opposite of the word relent. Some common synonyms for relent are; abandon, backpedal, or ease up. We will have critics, who point at us when we stumble. However, we will not backpedal or ease up.



There is no doubt that Roosevelt was an amazing leader. Roosevelt leadership and dedication reminds me of the Old Testament leader King David. Like Roosevelt, King David was a servant leader who earned the confidence of his men by suffering in the arena. When David faced Goliath, who challenged the army of Israel, everyone was afraid, except for David. David dared to achieve or fail greatly. David was brave because he knew Who had his back; with God on his side there was nothing to fear-not even death. Today our giants might look a lot different. There is definitely evil in the world we need to stand up against. We cannot be afraid of the “Monday morning Quarterbacks” who will question our deeds, as we stand marred by dust, sweat, and blood. The analogy of the arena should remind us of the important daily decisions we make as police officers. Every one of us should feel proud of our career choice as we hit the streets of our arena.

Soli Deo Gloria,

Chaplain Tyson Pepper



✚ 7th Annual Trail Ride — Saturday April 6, 2019 9:00 A.M. — Moab, Utah  
<http://www.upoa.org/fallen-trail-ride/>

Mile Marker 1 - Alonzo T. Larsen  
Shot - 1945 - Mt. Pleasant Police  
Department

Mile Marker 2 - Sgt. Alonzo M. Wilson  
Accidental Gunshot - 1894 - Salt Lake City  
Police Department

Mile Marker 3 - Daniel Mahoney  
Shot - 1883 - Frisco Police Department

Mile Marker 4 - Don Wagstaff  
Suffocation - 1970 - Utah Department of  
Corrections

Mile Marker 5 - Edward N. Dawes  
Shot - 1895 - Uinta County Sheriff's Office,  
Wyoming

Mile Marker 8 - George O. Witbeck  
Shot - 1913 - Salt Lake County Sheriff's  
Office

Mile Marker 9 - Levi W. Davis  
Shot - 1860 - Springville Police Department

Mile Marker 10 - MacKay C. Jewkes  
Vehicle Accident - 1959 - Salt Lake County  
Sheriff's Office

Mile Marker 11 - Rudolf E. Mellenthin  
Shot - 1918 - United States Forest Service

Mile Marker 12- Lt. Thomas S. Rettberg  
Helicopter Accident - 2000 - Utah Highway  
Patrol

Mile Marker 13 - Sgt. Thomas W. Stroud  
Accidental Gunshot - 1951 - Salt Lake City  
Police Department

Mile Marker 14 - Lt. Von B. Williamson  
Heart Attack - 2004 - Cache County  
Sheriff's Office

# UPOA



## ***Utah Fallen Peace Officer Trail 7th Annual Ride***

# **April 6, 2019**

## **9:00 am • Moab, Utah**

Open to the public, so bring the entire family!

**PROCEEDS FUND SCHOLARSHIPS  
FOR THE FAMILIES OF FALLEN OFFICERS**



**REGISTER AT: [www.upoa.org/fallen-trail-ride/](http://www.upoa.org/fallen-trail-ride/)**



Whether it's supporting a fundraiser, attending an event, flying the Thin Blue Line Flag, leaving your porch light blue or saying a prayer. Please remember the sacrifices of our Peace Officers of all agencies this month.

Stay safe all!



- ✚ May 2, 2019 – Annual Fallen Officer Memorial Service. (Utah State Capitol)  
<https://www.utahsfallen.org/>

- ✚ May 13, 2019 @ 8:00 pm ET – 31st Annual Candlelight Vigil. (Washington DC)  
<https://nleomf.org/programs-events/national-police-week/candlelight-vigil>

- ✚ May 11 to 17, 2019 – National Police Week. NLEOM service info Washington DC events:  
[https://nleomf.org/archives/ecwd\\_calendar/national-police-week-calendar-of-events](https://nleomf.org/archives/ecwd_calendar/national-police-week-calendar-of-events)

- ✚ May 15, 2019 @ 11:00 am ET, 38<sup>th</sup> Annual National Peace Officers' Memorial Service. West front lawn of the United States Capitol Building.

*Please join family, friends and comrades*

*In honoring*

*All of Utah's Fallen Officers*

*Thursday May 2<sup>nd</sup>, 2019*

*11:00 a.m.*

*West Grounds of the Utah State Capitol*

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## In Memoriam of Assistant Chief Dennis Vincent:

October 18, 2018 began like any other Thursday morning. Dennis and I talked about what we were doing that day and he asked me his standard Thursday question, “What do you have going this weekend?” I had no idea that those plans would take a dramatic turn for the worst. Later that morning as I was sitting at work his brother came to my office. He told me that Dennis had had a stroke while participating in his annual fitness test. In that moment, my whole world just stopped. Dennis was life flighted to the University of Utah Medical Center where he underwent surgery for a ruptured brain aneurysm. While they were operating, a second aneurysm burst. We spent 7 more days hoping and praying for his recovery, but on October 26, 2018 we were told that he would not survive. With our four sons and two daughter-in-laws by my side, we said goodbye to the most amazing person that I have ever met. Dennis had a huge heart and his family meant everything to him. He treated me like gold. He never stopped finding ways to surprise me or to do nice things for me. He was a very hands-on dad who loved his boys fiercely and taught them to treasure women and to treat them with the upmost respect. We loved to have grand adventures together. In August of 2018, we traveled to Lake Tahoe where we hiked, mountain biked, and paddle boarded. Dennis was an amazing grandpa to three amazing grandchildren. He loved to cook dinner for the family every Sunday. While we were eating, he would disappear with the grandchildren. He could often be found sitting on the bed with them singing silly songs. They loved their grandpa. He also loved taking them on grand adventures.



During the viewing and funeral for Dennis, I was able to see just how far his influence on others reached. Every person who came through the line or reached out to me in some way, told me how Dennis made them feel important and loved. He had a quick wit about him. He loved to crack jokes and make people laugh. He always had a smile on his face and a silly song or whistle on his lips. He also loved a good prank. He and I decided early on in our lives together to look at people from the heart and see who they really were. He was really good at that. Many people expressed to me that he made them or their loved ones feel valued and important despite their mistakes in life. Others expressed that he was a great comfort during a life crisis. I knew that he loved our community and the people in it, but I had no idea just how many people he had touched. As a Law Enforcement family we made great sacrifices so that he could serve our community and communities in Louisiana. Hearing the stories that people shared with us made all of those sacrifices feel even more worthwhile. I mention communities in Louisiana because Dennis served with the Disaster Mortuary Operations Response Team (DMORT). He was able to serve with them during recovery efforts from both Hurricanes Katrina and Rita.

Dennis loved being a law enforcement officer. He loved his colleagues and his community. One of his greatest loves was being involved with Special Olympics. He, along with his best friend, Chief Mike Nelsen, directed the local torch run for many years. We loved joining with them to raise money for the organization. Our favorite thing was watching the torch run every May. I would hurry and get the kids out of school so that we could go cheer on their dad. This tradition has continued with the grandkids. They get so excited to see grandpa running along. The athletes and their families are amazing people. Their hugs and support after Dennis' passing were some of the most wonderful hugs that we got. We love them with all of our hearts and so did Dennis. Dennis also had an unusual knack for working death cases with the Medical Examiner's Office as an investigator. He always honored confidentiality in these cases and was very professional. I had several people tell me how good he was to support them and give them information after their loved one had passed. He never complained about getting calls around the clock to go out to investigate. He just loved serving our community. Dennis ended his life in service by becoming an organ donor. He was able to donate both of his kidneys, his corneas, bones and skin. We didn't hesitate to donate. We knew that he wanted to be a donor. It was an honor and privilege to help others. My boys and I decided that we would turn our worst day into someone else's best.

Since leaving us, Dennis has been honored in many ways. This has been both wonderful and



heart-wrenching at the same time. We are very private people and like to serve others with little recognition or fanfare. It has been difficult to be thrust into the spotlight like we have, but it is an honor to do it for my amazing husband. I look forward to honoring him this year at both the state and national memorials. Dennis has left a giant hole in our hearts and in the community. He has been greatly missed.

## Memories from some co-workers and friends...

- ♥ Dennis was the kindest most sincere man with the greatest sense of humor. He and I both shared a love for bacon, and I can still hear him calling me on my, “bacon violation” when I would heat up bacon in the Police Dept.!! On a more serious note, he always asked about my life, and never for one moment did I doubt his sincerity in asking. That is a rare quality. - Susie Zecca
- ♥ With Dennis, no matter what else was going on, whether he was your supervisor and you were in trouble again or for some reason the two of you were butting heads or when things were going great, you always knew Dennis cared about you, as a coworker, an officer and a person. This is a truly rare trait. - Sgt. Paul Mankin
- ♥ In the most unconventional and often difficult situations, Dennis served everyone around him with witty humor, respectful compassion and unrivaled charm. With his quick wit, or often just his smile, he could quickly relieve all of the stress and tension from a situation. Whether it was after we fought each other to get out the door after moving a body that had not moved for many days, or when the politics of the job were frustrating, he always had a way of making a situation better. - Chris Howard
- ♥ I first met Dennis 18 years ago when I started at the Brigham City Police Department. Throughout the years, Dennis became so much more than just a co-worker. He became my friend, my confidante, my comic relief, my family. Dennis made my life, and everyone’s life, better just by being in it. That’s just the kind of person he was. Dennis gave us all so much to remember. He will live in our hearts forever. - Jean Reed
- ♥ Dennis and I were friends in grade school. As long as I can remember, he always wanted to be a Police Officer. During our teenage years, Dennis purchased a scanner so he could hear what was going on in our town. We would drive around and see what was going on. As we grew older, Dennis began working for large gas station company. One night we were talking and he told me he was going to try getting into Police work. He said that he had always wanted to do this and he would never know if it was for him unless he gave it a try. It was great advice to follow your dreams. I used to go on ride along’s with him. He was always very courteous and professional. He had a great sense of humor that could calm a tense situation. His dream became a reality that benefited the citizens and Police Departments he worked for. - Kelly Andrew
- ♥ Dennis always enforced the law, upheld the law and lived the law no matter what. He was always giving me grief about speeding, because he never would and about not wearing my seatbelt, because he always did. Dennis was very professional and put high value on his honesty and integrity. He was selfless and always put others before himself. He was dedicated to his position. He loved the people and the people loved him because of his



kindness. His funniness and sense of humor attracted people to him. Both as his brother and as his boss as Mayor, Dennis always made me proud. I was never embarrassed to call him Brother. – Mayor Tyler Vincent and most importantly brother to Dennis

♥ Dennis is one of those people that could light up a room with his smile. He and my husband were partners and best friends. He could tell the wildest stories with the straightest face; together he and Mike would tag team. Dennis was selfless. He always gave 110% on and off the clock. He did not have any enemies. Only friends. He's an extraordinary man, who lived a great life, married the woman of his dreams and raised four wonderful sons, and has grandchildren he absolutely adores. I miss his smile, his jokes, his nicknames, his kindness, calling on him, his help with surprises, I miss him... every day. – Carrie Nelsen

♥ Dennis was one of the greatest human beings that I have ever met. When he was young boy, he would ride his bike around the neighborhood and give his friends tickets. He had nicknames for everyone. He was genuine, and had an infectious smile and cared for people. He always had the greatest sense of humor and if you were ever down from having a bad day at work or home, he quickly turned that around and had you smiling. He loved his family, police work, serving others, Special Olympics, camping, cooking, talking and bacon and just loved live itself. He was a true friend! During our lunchtime, we would watch the Andy Griffith Show with Barney Fife and would count that as a training video. Dennis did live life to the fullest and helped me live it to the fullest. There will always be a hole in my heart, but I'm a better person for having known Dennis. Chief Michael C. Nelsen – More importantly Dennis's best friend!

*Rest easy brother! We'll take it from here...*



## In Memoriam of Master Officer Joseph Shinners:

Officer Joseph Shinners died in the line of duty on January 5<sup>th</sup>, 2019. He was the first fallen officer in the nation in 2019, a sad distinction, but Joseph Shinners meant much more than that to those who knew and loved him.

Joe was a loving husband to Kaylyn Shinners and the devoted father of their one year old son, Logan. He loved and prioritized them above all else. Joe's friends at the Provo Police Department wanted their share of Joe's time, but Kaylyn and Logan always had first claim on his attention. His police family came later, and they respected that about Joe.



Officer Shinners was a three year veteran of the Provo Police Department, but he had a head start against other officers. Joe came from a public service family. His father is a retired fire fighter from Everett Massachusetts and he has two brothers who are current service police officers at different agencies on the east coast. Public service is a family tradition.

On March 10<sup>th</sup> Kaylyn and Joe's mother Cindy Shinners, along with friends family and Provo Police officers and staff, gathered at the Utah State Legislature to hear this citation read in the Utah House and Senate:

*Joseph Shinners was born in Boston, Massachusetts where he learned service from his father who is a retired Everett Mass Fire Captain. Both of Joe's brothers, Mike and Tom are acting police officers today.*

*When Joe was a young man, he moved to Springville Utah with his mother. In junior high school he met his future wife, Kaylyn. Joe graduated from Springville High School in*

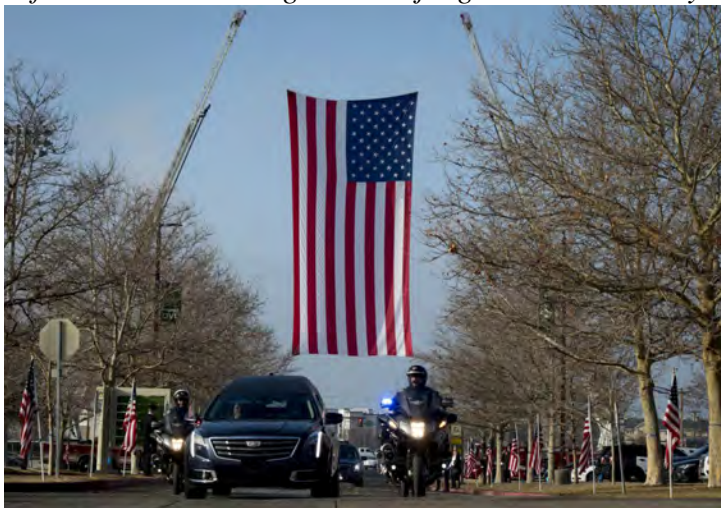
*2008 and served an LDS mission in El Salvador. Upon his return from his mission, he married his sweetheart Kaylyn in February of 2012. Joe and Kaylyn are the proud parents of Logan. Joe loved his family and would often tell stories of Logan around the police station. Joe was also an avid Hockey fan and a member of the Provo Peaks hockey team, the "ICE CUBES".*

*On January 5th, 2019 Master Officer Joseph Shinnars of the Provo Police Department was killed in the line of duty. Officer Shinnars was killed while trying to apprehend a wanted fugitive. A team of officers located that fugitive suspect in a truck in a shopping center parking lot near 50 West University Parkway in Orem. When another officer attempted to arrest the armed suspect inside the truck, the suspect fought and began to drive away with the officer inside the truck.*

*Officer Shinnars perceived the overwhelming danger to his fellow officer and ran to his aid. When the vehicle struck a nearby structure, Officer Shinnars entered the truck, fought for control of the suspect's gun, covered his fellow officer with his own body, and was shot. Officer Shinnars returned fire striking the suspect one time in the abdomen, ending the threat to the officers.*



*Officer Shinnars' death was a terrible loss to the entire community. He was beloved by his family, and respected and loved by his friends and the entire Provo Police Department. He exemplified everything that is noble about policing. He blended compassion with aggressive enforcement. He brought sound judgment and decency to all of his interactions with the public.*



*The Provo Police Department feels his loss very deeply. The citizens of Provo have risen to show their support and gratitude for his service, and we love and honor his family for sharing his life with us.*

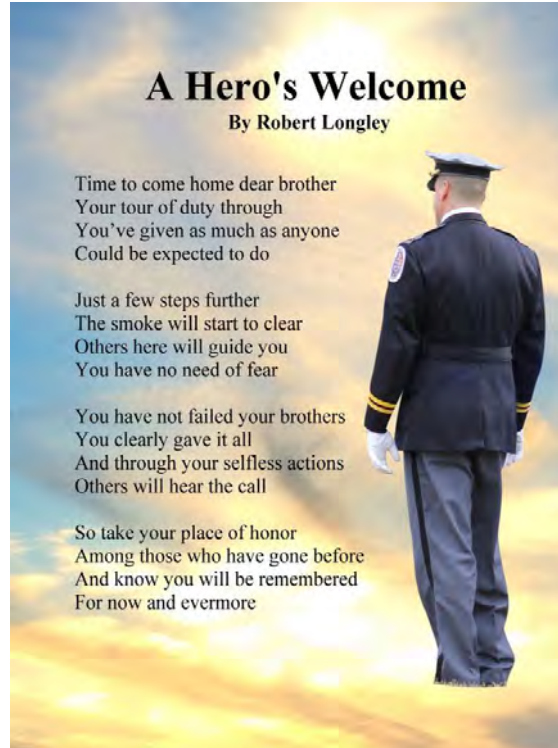
*Officer Shinnars was twenty-nine years old and a three year veteran of the Provo Police Department assigned to the Patrol Division and a member of the Provo/Orem/BYU SWAT team. He was posthumously and meritoriously promoted to the rank of Master*

*Officer. He is survived by his wife Kaylyn and his one-year-old son Logan. We will remember him with our hearts and minds. We will care for his family in his absence, and we will honor his supreme sacrifice with our continuing service.*

Of course this was a great honor and tribute from the state, but the greater honor is the opportunity to have served with Joseph. The way his life impacted those around him is still unfolding to us. The community has embraced the police department, and officers in Provo have found renewed connection to community and to each other. We are touched and amazed by the

volume of support that flows in to the department for the Shinners family, for Kaylyn and Logan in particular.

The Provo Police Department is preparing for its own annual Police Week celebrations and memorials in May. This year is different. We will place a plaque on our own Wall of Honor and we will participate when another is placed at the state memorial. We will recommit ourselves to the highest ideals of professional police service and we will let Master Officer Joseph Shinners' example remind us of what that looks like.



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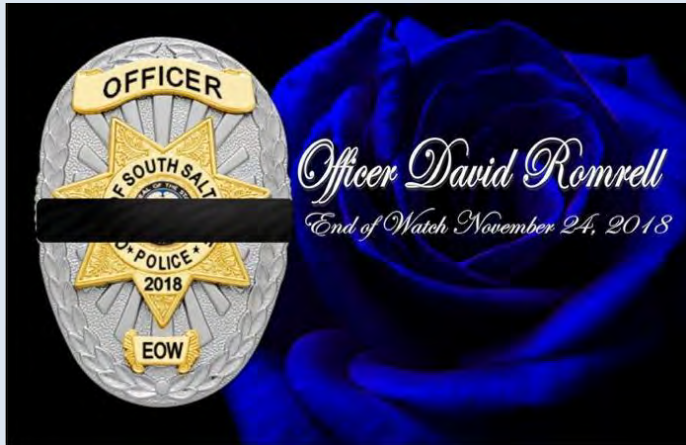
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## In Memoriam of Officer David Romrell:

## My David



I met David when he was a shy, timid and scrawny boy. The man I said goodbye to was a strong, courageous and loving husband and father.

When David first joined the Marine Corps, I had no idea that it would lead to a life of service and dedication. Being in the Marine Corps taught us several things. First, it prepared us to be independent, strong individuals. Several times over the course of his active duty service, David and I were required to

spend months apart. We couldn't be the traditional couple you usually see, so we improvised. We spent holidays over the phone, became great pen pals, and focused on growing our love from afar. We had to learn how to grow and thrive, not only as a new couple, but also as two individual people. Because of this separation, we never 'completed' each other. In fact, we hated the idea of being so codependent. We liked to say that we *complimented* each other. We pushed each other to be stronger and better, while allowing each other to be vulnerable and authentic. We loved each other into the best versions of us.

The second thing the Marine Corps did was prepare me for uncertainty and more specifically, untimely death. I know that sounds morbid but it is the truth. During deployments, I would lie awake at night missing him; worrying about him. I would wake from nightmares envisioning a Chaplain and appointed officer knocking on my door, apprehensively unprepared to tell me that My David was hurt.

On November 24, 2018, that worst nightmare came true. As I pulled into my driveway, returning home from work, I noticed a vehicle approach my house. I got out of my car to a man walking toward me. That's when I noticed his badge and gun. My heart sank. My knees buckled and I fell to the ground below me. It was an officer coming to tell me that My David had been injured and that we needed to get to the hospital.



When I arrived at the hospital, I was met by Chief Jack Carruth and Deputy Chief Dwayne Ruth. They began asking me who we needed to contact and offered support in this most uncertain time. A few minutes after I got there, I received an update. It was not good, David had extensive vascular injuries. Being a nurse, I knew it was not going to be an easy surgery and if there was any chance, we were in for a long night. We were there for only a short time longer before the surgeon walked in. I knew that was not a good sign. A surgeon does not come out of

a trauma surgery to give you an update. That is when he proceeded to tell me the earth-shattering news that although they had done everything within their power to save David's life, he did not survive. My world forever changed in that moment. All I could think of next is, 'When can I see him? I need to see him.'

David was moved to a room where we could see him and say the first of many goodbyes. None of David's immediate family had arrived to the hospital because everything had happened so quickly. In many ways, this was symbolic of our relationship. Up until the birth of our son, Jackson, 3 ½ months prior, it was usually just David and I working together as a team. For 8 years we were able to build a loving, happy and solid marriage. It made us one of the strongest couples I know.

I remember speaking to Luis Lombardo, my freshly appointed police department liaison as he escorted me to David's room. Before I walked in Luis asked me "How do you want to do this?" In that moment, I knew that I needed to be with David first, alone, and before anyone else. I took a deep breath and walked in. There he was, My David. I immediately walked over, grabbed his hand and pressed my face against his. I don't know how long I stood there mourning my loss before other family members and close friends arrived. I just knew that our families needed to be there with him before we allowed the dozens, if not hundreds, of people outside to come in and pay their respects.



After many hours, it was time to move David to the Medical Examiner's office. I vividly remember seeing him draped with an American flag as he was through the halls of the hospital. Through the tears streaming down my face, I remember seeing people lined up on either side of the hallway the entire duration of the hospital escort. Many of these people didn't know either one of us but showed all the love they had to give. It was humbling to say the least. When we arrived at the ambulance bay, it took my breath away. I was amazed to see the abundance of police lights and cars, all there to honor My David. It began to sink in- David's death was significant, it was meaningful. David was meaningful, not just to me, but also to the hundreds of people surrounding us.



I still find it hard to describe that night at the hospital. You would never have known that David and I were new to the Police family by the way they honored him. I was humbled and in awe with the amount of love and support they extended while I was in shock and heartbroken with the loss of my best friend.

I stayed with family that night. Although there were half a dozen people sleeping upstairs, I remember it being the longest, loneliest, and most tearful night I have ever experienced.

The next morning was the beginning of a whirlwind of activity leading up to the funeral. There were family gatherings, funeral planning agendas, endless texts and phone calls, meetings all over the Salt Lake Valley to make arrangements, appointments and hundreds of decisions. All of this was on top of grieving and accepting the reality that I was now a single mother to our then 3 ½ month old son. I don't know how I made it through that week. I know I didn't eat for the first 3 days. I most certainly didn't sleep. I could not have done it without the tremendous help of others. All I knew is that I needed to honor my Husband in the way he honored his life.

On the day of the funeral, as I got ready to leave, I took one last look in the mirror to make final adjustments. This is something that I would regularly do before I stepped out the door. That's when it hit me, hard. The face in the mirror was the face of a widow. This woman was getting ready to attend her husband's funeral. My husband. My David. My best friend. My handsome warrior. He was never returning and that woman looking back in the mirror was me. I broke down in tears for the hundredth time that week. I knew if I had any shot at getting through this experience, I needed to allow myself those moments. I then recomposed myself, took a deep breath, and held my head high because moving forward was my only option. I can tell you that day was the hardest and longest day of my life.



It has been 3 months since David passed away. Looking back, I know that it all happened for a reason. I will always mourn the loss of my husband, but I know that David would have wanted me to become stronger through this experience. Deep down, I know that I have a bigger role to play in honoring my David. With each day that passes, I become a little stronger. I wake up and face that day, knowing that Jackson carries on David's legacy in his existence. Our Jackson will be strong, courageous, kind, and honorable, just as his daddy was.



To those who sacrifice their lives daily to make this world a safer place, thank you. David and I stand with you and your loved ones.

# Cache Valley and their K9 Officers:

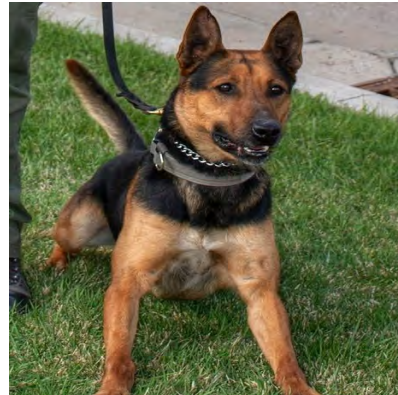
**By Skyler Jensen, Region D UPOA Area Representative**

The Cache County Sheriff's Office suffered a devastating blow to their K9 program, losing 2 year old K9 Storm last summer. It was determined Storm had inhaled or ingested Foxtail weeds. During surgery, Storm unexpectedly died.

On the brighter side of Cache Valley K9 programs, Logan City PD recently had a third K9 and handler return from training, and Cache County SO will have a second K9 and handler returning from Vohn Liche Kennels and active by March.

K9s still can and do play an important role, even while we are still navigating the marijuana changes. All Cache Valley agencies continue to benefit from these two agencies K9 programs.

**Thank you for your service K9 Storm.**



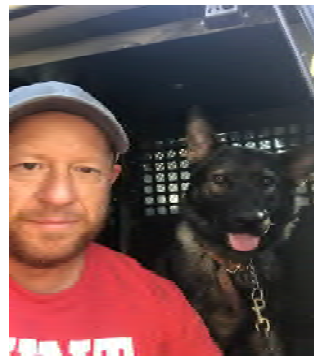
Logan City Police Department:

Officer Openshaw and Rik, Officer D'Olimpio and Merick,



Cache County Sheriff's Office:

Deputy Johnson and Okar





# 4 Things a Trust Can Do that a Will Can't

By David G. Wood, Esq., Plan Right Law, PLLC

Having a will is an important part of an estate plan. A will expresses your wishes as to who should be the guardian of your children and who should be in charge of your property if you pass away. But a will on its own, cannot accomplish some tasks that ought to get done. A revocable living trust *can* get these things done. Almost always I recommend clients have a will AND a trust. Here's what a trust can do:

#1 – Act as a Disability Plan. A revocable trust provides protection during three phases: what happens while the you, the trust maker, are alive and well, what happens if you are alive but not so well, and what happens after the you die. It's during the second phase that a trust really outshines a will – if you become incapacitated, the disability trustee can step in and take care of things immediately and without court intervention. This keeps the trust property under control of a trusted family member or friend instead of a guardianship judge, saving time, money, and heartache.

#2 – Keep Assets Outside of Probate. Probate is a time-consuming and costly court-supervised public process. A will-focused estate plan lands heirs squarely in probate court. A trust-focused estate plan allows the successor trustee to step in and carry out your final wishes without any court involvement or oversight.

#3 – Keep a Minor's Inheritance Outside of Guardianship. A minor who is named as the beneficiary of a life insurance policy, IRA, or payable-on-death account will require a court-appointed guardian to manage the property until 18. On the other hand, a trust for the minor can be created in a revocable trust and named as the beneficiary of the policy or account. This allows the client to decide how long the trust will continue – age 25 or 30, or even the beneficiary's lifetime – not just until 18. In other words, having the trust will stop the minor from accessing a pot of money at a time when he or she is too immature to handle a pot of money!

#4 – Keep Final Wishes Private. A will filed for probate becomes a public court record, which means anyone, including predators and your competitors, can go down to the local probate court and read wills and other probate documents. On the other hand, a revocable trust is a private document that remains confidential during life and after death. I teach a seminar and talk about the estate of Prince, the famous musician. Prince did not have a trust and his estate is still in the probate process. Everything about that case is public record; from the people who claimed a share of his wealth to the invoices from the lawyers – it's all public!

If you have questions about wills or trusts, please visit our website for more information: [www.planrightlaw.com](http://www.planrightlaw.com) or feel free to call our office at 801-613-8529. We're happy to answer questions and there's no obligation.

David is a practicing attorney located in Sandy, Utah, licensed in Utah and Idaho. He is a member of the Salt Lake Estate Planning Council, and the Estate, Business, and Corporate Counsel sections of the Utah Bar.

This information is intended for educational purposes only and does not constitute legal advice.

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# When Someone You Know Struggles With Fear, Anxiety and Stress:

**By: Stanley Popovich**

What do you do when someone you know has to deal with persistent fears, anxieties, or even depression? Well the first thing you need to do is to get the person to seek the services of a professional who can lead them in the right direction and give them the help they need. In addition, here are some other techniques you can use to help the person cope.

Learn as much as you can in managing anxiety and depression. There are many books and information that will educate you on how to deal with fear and anxiety.

Be understanding and patient with the person struggling with their fears. Dealing with depression and anxiety can be difficult for the person so do not add more problems than what is already there.

In every anxiety-related situation you experience, begin to learn what works, what doesn't work, and what you need to improve on in managing your fears and anxieties.

When your fears and anxieties have the best of you, seek help from a professional. The key is to be patient, take it slow, and not to give up. In time, you will be able to find those resources that will help you with your problems.

**BIOGRAPHY:** Stan Popovich is the author of "A Layman's Guide to Managing Fear Using Psychology, Christianity and Non Resistant Methods". Stan's managing fear book has become very popular with over 300 positive book reviews and counting. Please read the many book reviews of Stan's popular book by going to Stan's website at <http://www.managingfear.com/>

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## Six Vehicle Warning Signs Your Nose Can Recognize

The nose knows. When your “new car smell” has faded there are some other specific odors you should be paying attention to. While some might be inconvenient, others should never be ignored. If it smells like trouble, it probably is. Identifying them early can help car owners avoid the hassle and expense of an unexpected breakdown.

Here are six warning smells from the [Car Care Council](#) you need to know:

1. The smell of burnt rubber could be slipping drive belts or misplaced loose hoses that might be rubbing against rotating accessory drive pulleys. Do not reach in if the engine compartment is hot.
2. The smell of hot oil could mean that oil is leaking onto the exhaust system. To verify the leak, look for oil on the pavement or smoke coming from the engine area.
3. The smell of gasoline is likely the sign of a gas leak in some area of the vehicle such as a fuel injector line or the fuel tank. Any smell of fuel can result in a possible fire hazard, so immediate attention should be given.
4. The sweet smell of syrup may be a sign that your car is leaking engine coolant from a leaky component related to the car’s cooling system. Do not open the radiator cap when it is hot.
5. The smell of burning carpet could be a sign of brake trouble and a safety hazard. Have your brakes checked right away, especially if this smell is happening during normal driving conditions.
6. The smell of rotten eggs is never a good one and, if you smell it coming from your vehicle, it could mean that your catalytic converter is not properly converting the hydrogen sulfide in the exhaust to sulfur dioxide. This smell can also be attributed to a poor running engine, causing the catalytic converter to become overloaded and fail due to meltdown.

Keeping your vehicle in good repair will extend its life and help maintain its value. Find more car awareness tips from The Car Care Council at [www.carcare.org](http://www.carcare.org).

Just like your vehicle, your insurance needs maintenance too. When is the last time you had an auto policy review or comparison? Contact a California Casualty advisor to learn about professional benefits and discounts you qualify for that are not available to the general public:

- Deductible waived for vandalism or collision to your vehicle when parked at work
- \$500 personal property protection for items stolen, or damaged in your car, including uniforms, vests and firearms
- Fallen officer benefit – the premium is waived for the current and following year for the surviving partner or spouse of an officer killed in the line of duty

We protect you just like you protect others. Call today for a policy review or comparison at 1.800.800.9410 or go to [www.calcas.com/UPOA](http://www.calcas.com/UPOA).

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## Case Law:



**By: BL Smith UPOA Training Coordinator**

### **TOPIC: PLAIN VIEW/SMELL, CURTILAGE**

**SCENARIO:** Officers Zachary Lyons and Glenn Marshall were on routine bike patrol. At management request (because of drug-related crimes) they were patrolling an apartment complex that was not gated with parking lots and sidewalks openly accessible to members of the public.



Around 3:00 PM both were riding by an apartment with Marshall on the sidewalk and Lyons on the grass between the sidewalk and the parking lot. Both smelled burning marijuana. They felt it was coming from apartment A6.

Both officers spent several minutes checking first and second floor apartments around A6 to determine where the strongest smell was coming from. After that each smelled the door frame, front window and window sill and determined the smell was coming from A6 whose door fronted the sidewalk they had ridden by. Lyons then knocked on the door.

Mitchell opened the door and both officers smelled a stronger odor of marijuana come from inside the residence. Officers indicated a problem with their window to peaceably draw the men (Mitchell's brother Sean was also inside) outside after which they were both told officers had smelled marijuana and detained both outside the apartment. Officers asked for consent to search and both brothers denied this request. After backup arrived Lyons left to obtain a search warrant.

Both Mitchells were told they were not under arrest but being detained to prevent destruction of evidence. It took 90 minutes to obtain a search warrant.

The search located a small amount of marijuana and a loaded semiautomatic firearm in Mitchell's room. He was charged with felon in possession of a firearm.

The appeal was officers conducted a search within the meaning of the Fourth Amendment when they 'sniffed' the exterior of the apartment.

1. Was this warrantless 'sniff' outside the apartment door a search?

2. Were the officers within the curtilage of the apartment at the time they rode their bikes by and smelled the burnt marijuana?

**ANSWERS:** Fourth Circuit Court of Appeals *United States v. Mitchell*, March 28, 2018. PATC/LLRMI E-Newsletter Brian S. Batterton Attorney September 2018 edition.

1. No, it was not
2. No, they were not
3. Here is why and what the court said about both questions:
  - a. The area immediately surrounding and associated with the home, the curtilage, is part of the home itself for fourth Amendment purposes. *California v. Ciraolo* (1986)
  - b. However, what a person knowingly exposes to the public, even in his own home or office, is not a subject of Fourth Amendment protection. This is because the ‘touchstone’ of the fourth Amendment analysis is whether a person has a ‘constitutionally protected reasonable expectation of privacy.’ *Katz v. United States* 1967.
  - c. Accordingly, it is unreasonable to expect law enforcement officers ‘to shield their eyes when passing by a home on public thoroughfares.’ Further, an apartment dweller maintains no expectation of privacy in the publicly accessible common areas of an apartment complex. *United States v. Jackson* 2013.
  - d. Law Enforcement officers’ use of their unenhanced senses in publicly accessible spaces, therefore, does not amount to a “search” under the Fourth Amendment. *United States v. Jackson* 2013.
  - e. No principled distinction exists between an officer using his eyes as opposed to his nose to detect incriminating evidence. If officers can smell drugs coming from a house, they can use that information; a human sniff is not a search we can all agree. *United States v. Cephas* 2001. *Florida v. Jardines* 2013. *United States v. Humphries* 2004.

## **TOPIC: PROBABLE CAUSE**

What is the definition of probable cause? Remember when you first were taught the definition of that term? Below is some ‘current’ terminology from our nation’s courts.

**ANSWER:** Legal & Liability Risk Management Institute, Public Agency Training Council December 2018 Legal Article by Brian S. Batterton, J.D. Eleventh Circuit Court of Appeals *Manners v. Cannella* June 4, 2018.

- Probable cause “does not require convincing proof” that the offense was committed *Bailey v. Bd. Of City. Comm’rs of Alachua Cty.*, 956 F.2d 1112, 1120 (11<sup>th</sup> Cir. 1992). It does not require proof beyond a reasonable doubt or even by a preponderance of the evidence.
- Probable cause “requires only a probability or substantial chance of criminal activity, not an actual showing of such activity.” We cannot examine the facts in isolation but, rather, we “consider the whole picture” because “the whole is often greater than the sum of its parts.”

- Probable cause for an arrest may be found if there is probable cause to believe any crime was committed, whether or not there is probable cause for the crime the arresting officer actually believed had been committed. See, e.g., Lee, 284 F.3d at 1195-96 (“The validity of an arrest does not turn on the offense announced by the officer at the time of the arrest.” (quoting Bailey, 956 F.2d at 1119 n.4 (alteration adopted))
- [I]t is now settled law that there is probable cause for a warrantless custodial arrest even for a seemingly insignificant crime. See Atwaer v. city of Lago Vista, 532 U.S. 318, 354 (2001) (“If an officer has probable cause to believe that an individual has committed even a very minor criminal offense in his presence, he may, without violating the Fourth Amendment, arrest the offender”).

## **TOPIC: GRAHAM V. CONNOR & TASER**

**SUPERVISOR DISCUSSION:** Discuss with your officers the high risk and low frequency of TASER usage. How it could very easily bring their career to a halt should it be used in an unprofessional way?

**SCENARIO:** FLETC-The Informer October 2018 Glasscox v. Argo, 2018 U.S. App. LEXIS 25839 (11<sup>th</sup> Cir. AL September 12, 2018)

Case Facts: Bob Glasscox was driving his pickup truck on an interstate highway when he experienced an episode of diabetic shock. Physically unable to control his truck, Glasscox began driving erratically at high speeds. After other motorists reported Glasscox’s driving, the Argo Police Department Dispatched Officer Moses to the scene.

Officer Moses activated his emergency lights and siren and pursued Glasscox for approximately five miles. During this time, Glasscox was traveling 80miles per hour in a 70 mile per hour speed zone and was weaving from the left lane onto the median, narrowly missing several road signs and a guard rail. Eventually, Glasscox stopped and Officer Moses approached his pickup truck with his taser drawn. While yelling at Glasscox to get out of the truck, Officer Moses deployed his taser four times in rapid succession. The incident was captured on Officer Moses’ body camera, which recorded Glasscox’s attempts, between taser shocks, to comply with Officer Moses’ orders.

Glasscox sued Officer Moss and the Argo Police Department under 42 U.S.C. § 1983 for excessive use of force in violation of the Fourth Amendment. After the district court denied qualified immunity, Officer Moses appealed.

The eleventh Circuit Court of Appeals agreed with the district court and held that Officer Moses was not entitled to qualified immunity. Even assuming that Officer Moses reasonably deployed his taser twice, the court held that a reasonable jury could conclude that the continued tasing, when the video conclusively showed that Glasscox was not resisting, but instead was voicing his desire to comply with the officer’s commands, violated Glasscox’s Fourth Amendment right to be free from the excessive use of force.

In reaching this conclusion, the court applied the factors outlined in Graham v. Connor to the facts of the case. The court noted that the severity of the crime in question favored Officer



Moses as Glasscox's reckless, dangerous, and elusive driving justified Officer Moses' initial use of force to arrest Glasscox. However, the court found that the repeated taser shocks, issued after Glasscox stopped driving recklessly, were unreasonable because Glasscox was not resisting arrest after the second taser shock and he no longer posed a threat which justified the repeated use of the taser.

The court further held that at the time of the incident it was clearly established that it is unlawful to use a taser repeatedly on an arrestee who is not resisting, even if that arrestee had previously offered resistance and was not yet restrained.

### **TOPIC: ARGUABLE PROBABLE CAUSE**

**SUPERVISOR DISCUSSION:** Discuss with your officers what arguable probable cause is. Most, if not all, will never have heard of it. It has been around since at least 2003. After explaining to them arguable PC ask them to read the synopsis that will be written below. Ask them if this detective had arguable probable cause to make that arrest.

**ANSWER:** Legal & Liability Risk Management Institute, Public Agency Training Council November 2018 Legal Article by Brian S. Batterton, J.D. Eleventh Circuit Court of Appeals Cozzi v. City of Birmingham et al June 19, 2018.

*“Arguable probable cause exists where reasonable officers in the same circumstances and possessing the same knowledge as the [d]efendant could have believed that probable cause existed to arrest.”* Rushing v. Parker, 599 F.3d 1263, 1266 (11<sup>th</sup> Cir. 2010).

Case Facts: On two consecutive days, a man demanding narcotics robbed a Walgreens pharmacy and attempted to rob a Rite Aid pharmacy. Suspect wore a partial face mask. At the Walgreens he received two pill bottles with a total of only 6 pills. At the Rite Aid he demanded Lortab and Xanax.

Two detectives working both cases determined both robberies were the same suspect. Bringing in witnesses to view a photo line-up two witnesses identified a man name of James Hill. Detectives determined Hill was in jail during both robberies.

Detectives had video of the Rite Aid robbery. They asked a television show called Crime Stoppers to show it on their show. An anonymous tipster said Cozzi resembled the subject featured in the show. The tipster said Cozzi had a tattoo that said “Lori” on his right hand and lived in Center Point, Alabama.

A similar tip was sent to detectives from an officer from Jefferson County Sheriff's Office. A CI of this deputy said he recognized the person in the show as Cozzi based on a unique walking style. The hat, shoes, and mask were similar to the kind Cozzi used for painting cars. Giving an address for Cozzi the informant went on to say Cozzi had a severe Lortab addiction and drove a purple truck.

Officers drove by the address and viewed a purple truck. Detective Thomas (lead detective) obtained a search warrant based on these two tips.

Thomas and other officers served the search warrant and put Cozzi in handcuffs and had him stand outside the apartment while the search warrant was executed.

No mask, note, or clothing matching the suspect in the robberies were found. A plastic bag containing 32 loose pills were found in a night stand and two locked safes.

Cozzi's roommate, Michael Thompson, and Cozzi's girlfriend, Kara Antonoff were home during this search. Thomas showed Thompson a photograph of the perpetrator taken at the crime scene. Thompson could see from this photograph that it was not Cozzi and explained to Thomas that the person in the photograph had numerous tattoos up and down his arm while Cozzi had only one tattoo. Even though Cozzi was standing outside the department Thomas did not follow up on this information.

Thomas arrested Cozzi and took him to the police station. Cozzi was questioned and released the next day after no information was found that could substantiate a warrant for his arrest.

Cozzi sued all officers and their department for arresting him without probable cause. Everyone but Detective Thomas was granted summary judgment.

If Detective Thomas had 'arguable probable cause' he would be given qualified immunity. *Did Detective Thomas have arguable probable cause?*

No. Detective Thomas did not have either probable cause or arguable probable cause. The court went through several reasons but to summarize they said:

- "Under our precedent, this failure was unreasonable: Where a police officer "unreasonably disregarded certain pieces of evidence to establish probable cause or arguable probable cause, ...reasonable officers in the same circumstances and possessing the same knowledge as the [officer] could not have believed that standing right outside the house when Thompson told Thomas about the tattoo discrepancy, Thomas "unreasonably disregarded" evidence establishing the Cozzi was not the perpetrator of the crime."

## **TOPIC: SCOPE/DETENTION/QUESTIONING**

**SUPERVISOR DISCUSSION:** Discuss with your officers how best to interview individuals in a traffic stop to develop information to extend the scope of the stop into a criminal investigation. After that reinforce articulation to support that extension into their police report.

**SCENARIO:** FLETC-The Informer September 2018 United States v. Clark, 2018 U.S. App. LEXIS 24694 (3d Cir. N.J. August 30, 2018)

Case Facts: A police officer stopped a vehicle driven by Donald Roberts for several minor traffic violations. The officer obtained Roberts's documents and ran a computer check, which revealed that Roberts had a valid driver's license, as well as a criminal record for drug offenses. The officer also discovered there were no outstanding warrants for Roberts's arrest and that the vehicle was registered to Kathy Roberts at the same address listed on Roberts's driver's license.

The officer returned to the driver-side window and immediately asked Roberts about his criminal record, specifically, whether he had been arrested, for what kinds of crimes, and the date of his last arrest. Roberts told the officer that he had been arrested most recently in 2006 for drug crimes.

The officer then questioned Roberts about his whereabouts earlier in the evening, before walking to the passenger side of the vehicle to question the passenger, Tyrone Clark. The officer questioned Clark about his relationship to Roberts and about where the men had been earlier that evening. After questioning Clark, the officer returned to Roberts and told him that Clark had given him a conflicting story, and asked Roberts why he had lied to him. After Roberts denied lying to the officer, the officer told Clark to exit the vehicle, because he smelled a strong odor of marijuana coming from the passenger-side of the vehicle. Clark exited the vehicle and as the officer prepared to frisk him, Clark told the officer that he had a handgun in his waistband. The officer seized the handgun and arrested Clark. The officer allowed Roberts to leave after he was issued a summons for the traffic violations.

The government charged Clark with being a felon in possession of a firearm. Clark filed a motion to suppress the handgun. Clark argued that the officer unreasonably prolonged the duration of the stop without reasonable suspicion of criminal activity beyond the time necessary to issue traffic citations to Roberts.

Although a traffic stop may initially be lawful, as the parties agreed was the case here, it can become unreasonable at some later point. The Supreme Court has held that a traffic stop becomes unreasonable, and therefore unlawful, when it lasts longer than is necessary to address the traffic violation that warranted the stop and attend to related safety concerns. During a traffic stop, in addition to determining whether to issue a traffic ticket, it is reasonable for an officer to check the driver's license, registration, and insurance status, as well as determine if the driver has any outstanding warrants. The Court has held that these "incidental inquiries" are part of the traffic stop's mission because they serve the objectives of ensuring roadway safety and protecting police officers.

However, the Supreme Court has held that not all inquiries during a traffic stop qualify as ordinarily incident to the stop's mission. For example, the Court has found that questions aimed at "detecting evidence of ordinary criminal wrongdoing," such as drug trafficking, are not related to the mission of the stop or safety on the roadway.

Against this backdrop, the Third Circuit Court of Appeals held the officer's questions to Roberts concerning his criminal history *were not tied to the traffic stop's mission*. The court concluded that by the time the officer questioned Roberts about his criminal history he had already confirmed through a computer check that Roberts was authorized to drive the vehicle and had not developed reasonable suspicion of criminal activity. At that point, the court held that traffic stop's mission was complete; therefore, the questions to Roberts and Clark unreasonably extended the duration of the stop. Consequently, the court held that handgun seized from Clark should be suppressed.

# Herriman City Police Department:

**By: Lt. Cody Stromberg**

On September 29<sup>th</sup>, 2018 at midnight, the Herriman City Police Department officially began its service to the residents of Herriman City. Prior to its incorporation in 1999, Herriman enjoyed the service of the Salt Lake County Sheriff's Office, a partnership it continued until the creation of the Unified Police Department of Greater Salt Lake in 2010. The UPD served as the provider of law enforcement services in Herriman until local leaders felt the time and circumstances were right to move forward with creating its own police force.

## **The Team:**

Troy D. Carr, a 27 year law enforcement veteran, was hired as the City's first Chief of Police in June 2018. Chief Carr is a highly-decorated law enforcement professional who previously worked for the Unified Police Department and Salt Lake County Sheriff's Office. He served as Deputy Chief of Police Services for the Herriman Precinct under UPD. Chief Carr has a diverse investigative, patrol, and operations background, having served as a patrol deputy, detective with the Salt Lake Metro Gang Unit, deputy and training officer in the K9 Unit, flight operations officer, Sergeant, Canyon Patrol – Search and Rescue, Special Victims Unit Sergeant, and Executive Officer.



*Chief Carr & Deputy Chief Reyes*

Chief Carr took great care in assembling a Command Staff that could tackle the incredible task of building a police department in 120 days. Deputy Chief Chad Reyes, in addition to serving as the department's Executive Officer, oversees the Administration Division which comprises records, civilian employees, fleet management, and budgetary oversight. Lieutenant Cody Stromberg serves as the department Public Information Officer and as Operations Division Commander, overseeing all aspects of uniformed patrol, the K9 unit, traffic and motor unit, Major Accident Team, Child Abduction Response Team, crossing guards, and Technical Services. Lieutenant Brian Weidmer serves as the Investigations Division Commander, overseeing all detectives assigned to persons and property crimes investigations, directed enforcement and narcotics, forensics and evidence, search and rescue, School Resource Officers, and serves as the Commander of HPD's SWAT Team.

The Herriman Police Department is comprised of 35 sworn members and 5 civilian employees. Five sergeants and sixteen officers serve in the patrol division, including K9 and traffic units. One part-time crossing coordinator manages nearly sixty assigned and substitute crossing guards. One sergeant oversees four detectives and five resource officers in the investigations division, along with a full time forensics investigator. One executive administrative assistant, one records coordinator and a part-time records clerk serve in the

administration division. These founders of our department came from public safety agencies all across the Wasatch Front and beyond. They bring with them a collective wealth of knowledge and experience in all aspects of law enforcement that have allowed us to literally hit the ground running without missing a beat.

### **The Mission:**

In creating the HPD culture as an addendum to the Herriman City culture and what is often referred to as “the Herriman way,” we have strived to build a department our community can be proud of. Guided by our vision to defend, benefit, and support the community with honesty, transparency, commitment, and competence, our goal was to build a department that is dedicated to our residents, as well as proactive and responsive in meeting the unique needs of our growing community. This goal led Chief Carr to implement a “community-involved” model of policing for our new department, embedding our officers and employees into the Herriman community not as an external resource, but as a fundamental piece of the culture and feel that make our community great, focused on long-term creative problem-solving and progressive law enforcement principles that create positive police interactions throughout the community. “Now is our time to build the brand and the culture and what it’ll become known as long after we’re all gone,” Chief Carr said at a City Council meeting in June, “I’m very, very proud and happy to be at that foundation level.”

### **The Process:**

Everyone said we were crazy. Although police departments are created and stood up across the nation every year, our accelerated timeline made for an interesting summer. From public safety vendors to other law enforcement and government partner agencies, we consistently heard that to cram a process that would normally take one to two years into a window of 120 days would be a tremendous feat. In order to reach this lofty goal, the elected City Council members and City administrators and directors threw their full support behind our police administration and moved mountains to stand up records management, a fully functional fleet, information technology systems and protocols, equipment acquisition, infrastructure modifications, the hiring and on-boarding of all department employees, and all along the way provided public support and encouragement.

Our temporary offices were covered with dry erase paper full of checklists and models for equipment and resource allocation. Our leadership worked many long hours into the evenings and gave up many weekends sending ideas, analyses, and policy revisions back and forth via email, text message, and meetings. Many tasks were delegated to a few of our amazing employees who were brought on before the launch and worked tirelessly to create the brand that became Herriman PD. Throughout it all, our administrators and City officials took special care to adhere to responsible fiscal principles and ensure that the tax money spent to build the department was accurately accounted for and that costs were only incurred when necessary.

In the end, our entire department took center stage at Copper Mountain Middle School on September 27<sup>th</sup>, 2018 for the Herriman City Police Department’s inaugural swearing-in ceremony, where Justice Court Judge Paul Farr delivered the Oath of Office to our thirty-five

sworn members and two K9's, complete with badge-pinning. It was a memorable event made particularly special by the meticulous planning and execution by the City's awesome communications and events staff members. For many of us, it was a night we will never forget.

### **What's Next?**

Herriman City is one of the fastest growing communities in the State of Utah. In a few short years we have evolved from a quiet farm town into a bustling suburban city boasting over 55,000 residents, strong economic development, six elementary schools, two middle schools, two high schools, two charter schools, and soon three satellite college campuses. The growing business community now includes Zions Bank Stadium, home of the Utah Warriors and REAL Monarchs, the headquarters of the Salt Lake Stallions football team, and a rapidly evolving retail district. All of this translates to an ever-increasing need for law enforcement resources. We are excited for the future and will continue our proactive approach of community-involved policing as we promote safety and engage with our residents. WE ARE HERRIMAN!

### **Unit Spotlights:**

#### **K9 Unit**

The HPD K9 Unit is comprised of two K9 teams. K9 Sergeant Ben Ricks and his partner, PSD Hondo, came to us from the Unified Police Department. Hondo is a 7-year-old Belgian Malinois. Sergeant Ricks was the lead K9 trainer for UPD and has eight years of experience as a K9 handler. Sergeant Ricks and Hondo are certified in narcotics detection, patrol, protection, tracking, evidence/article search and apprehension and are a highly decorated and effective team, having won several awards and received numerous recognitions in competition at both the state and national level.

Officer Skyler Zobell and his partner, PSD Daavo, are our newest K9 team. Daavo is a 2-year-old Belgian Malinois who came to us from Belgium. Officer Zobell is a highly decorated and experienced officer with a proven track record of excellence. Both possess extraordinary aptitude, tenacity, and the perseverance required to be an outstanding K9 team. In January, Officer Zobell and Daavo completed the first step in becoming a certified and effective K9 team, passing their Utah POST narcotics detection certification. Those of us who've served in law enforcement can attest to the incredible value these animals have. We are excited about the future of our K9 Unit and look forward to their continued success.



## **SWAT Team**

One of the most critical elements of our ability to function as a police department is the capability and readiness to deal with critical incidents and armed conflict. Early in the building process, we identified the importance of having a fully-functional SWAT Team. Lieutenant Weidmer was a SWAT Operator for many years in Taylorsville and with the Unified Police Department and took to task the creation of the new HPD SWAT Team. Our SWAT Team Leader, Sergeant Zach Adams, comes to us from the Utah County Sheriff's Office with many years' experience as both an Operator and a SWAT Supervisor. The HPD SWAT Team has eight operators, including a certified explosive breacher and a sniper.

As a smaller department, we also recognized the critical importance of developing good working relationships with neighboring agencies. Herriman City entered into an agreement with the City of South Jordan to share SWAT resources to increase each agency's effectiveness and expand our ability to respond to these critical incidents. Our HPD SWAT Operators train twice a month with their counterparts in South Jordan and the joint team stands ready for deployment to either city at a moment's notice. This methodology of shared resources allows each agency to maintain operational control over their assets while increasing their capability and staffing in circumstances where SWAT expertise is needed to bring about the safest possible outcome.

## **Traffic Unit**

The HPD Traffic Unit is comprised of three independent teams under a single unit supervisor, Sergeant Greg Shaver. The HPD Motor Unit has four officers assigned as a secondary assignment. Each of these officers is certified under the Northwestern course and has a primary duty assignment elsewhere in the department. The Motor Unit recently acquired four 2019 Harley Davidson motorcycles which are being outfitted and built by South Valley Harley Davidson and Rawtin Garage. They will be street-ready this spring and our Motor Officers are anxious to get back in the saddle.

The unit also has two full-time assigned Traffic Enforcement officers. They function in the patrol division and respond to traffic accidents, perform routine enforcement, and respond to citizen-generated traffic complaints. These officers coordinate with our City Engineers and the Herriman City Traffic Committee to best address traffic concerns that arise within our community. Although nobody likes receiving a traffic ticket, these dedicated officers perform a critical and necessary function in keeping our community safe and traffic calming operations.

The HPD Major Accident Team also falls under the Traffic Unit. Whenever a crash involving a fatality or critical injury occurs, this unit responds to investigate. We made several very conscious choices in the creation of this unit which have now resulted in HPD having one of the premier critical accident investigation teams in the state. Our Forensics Investigator is also an accredited ACTAR Reconstructionist, having spent many years training and investigating these types of crashes. Seven officers are assigned to the team, with many years of traffic accident investigative experience between them. We have also made critical investments in new technology, utilizing a FARO scanning system which builds digital 3D models of the scene without the need for other extensive and time-consuming reconstruction tools. We have recently

gained national attention for our move to incorporate drones into our FARO reconstruction. We now have the capability of mounting a FARO-compatible camera onto a drone, allowing us to map large scenes in fractions of the time it used to take. Herriman City has three certified drone pilots who are civilian employees but participate in traffic accident reconstruction. Additionally, members of the unit are called on to help map other crime scenes not related to traffic accidents, providing more comprehensive crime scene documentation.

The Traffic Unit has a very close working relationship with our community partners, notably those in the Utah Highway Safety Office and Zero Fatalities. We have the privilege of participating in many public outreach programs promoting safe and distraction-free driving and are proud of our unit's efforts to help keep drivers safe on Herriman roadways.

### **Youth Unit – School Resource Officers**

One of the fastest growing aspects of our department is our involvement with the youth in our community. Herriman City has an average age lower than almost anywhere else in the state. Our community now hosts six elementary schools, two middle schools, two high schools, and two charter schools with another on the way this year. Our partnership with the Jordan School District and our charter school boards have allowed us to place an officer in every middle school and high school, along with expanding the DARE program and others in our elementary schools. Our City leaders and law enforcement administration recognized long ago the critical importance of having police officers interacting with the youth in their schools. These SRO's develop sometimes life-long relationships with students and provide positive law enforcement interactions in a healthy environment.



All of our SRO's manage the entirety of the investigative caseload and proactive policing activity that occurs in their school and they take great pride in what they do. Each of them is FIT certified for forensic interviews and serves as a resource for their school administration in dealing with everything from bullying to criminal activity to teen suicide prevention.

We are pioneering an expansion of the DARE program in our elementary schools into sixth grade and into the middle schools to deal with issues relevant to the current culture we find ourselves in. This new curriculum includes training, coaching, and resources for students on teen dating violence, the use of eCigarettes and vape pens, teen suicide prevention, cyber-bullying and social media interaction, and several other critical and ever-evolving facets our youth deal with on a daily basis.

We also recently launched a Youth Citizens Academy, an eight week program modeled after current popular adult programs to give youth from ages 15-18 an in-depth exposure to the life of police officers and the role we play in the community and the criminal justice system.



## **Investigations Unit**

While the uniformed patrol officers often become the face of any department and have the most interaction with our residents, the critical importance of the work done by our dedicated detectives cannot be overstated. The Investigations Unit is managed by Detective Sergeant Brent Adamson, one of the most well-known and respected robbery/homicide investigators in the state. Two detectives are assigned to Persons Crimes and investigate robbery, homicide, assault, domestic violence, and child and adult sexual assault, abuse and neglect. One detective is assigned to Property Crimes and is responsible for all cases of fraud, forgery, theft, burglary, and financial crimes. Two detectives are assigned to Directed Enforcement and manage cases related to narcotics, nuisance problems, and major investigations. They also manage all our department's community outreach programs and are involved in neighborhood watch, community emergency response, and also plan and manage all our public safety response and threat analysis for community events.

Our Investigations Unit is supplemented by a full time Forensics Investigator who is responsible for all property and evidence collection, documentation, and processing, as well as a grant-funded Crime Victim Advocate, who is an instrumental part of our dedication to restorative justice for victims of crime in our community.

## **Search and Rescue**

Though typically search and rescue is a function of county government, we find ourselves in a unique situation in Herriman where we have dozens of miles of urban interface backing up to Camp Williams and the unincorporated areas of Rose Canyon. Our geography, coupled with the City's desire to continue to add to the existing dozens of miles of recreational trails and outdoor activity areas, led to the decision to create a Search and Rescue Unit within the Herriman City Police Department to respond to and deal with situations that may occur in our jurisdiction as enthusiasts from all over come to Herriman to use our amazing outdoor recreation amenities.

Community partnerships again become critical as we worked with our City Parks and Recreation leadership team and the dedicated professionals at Unified Fire to create a team that is capable and competent to respond to these backcountry rescues. Many of our officers served as members of the UPD/Salt Lake County Search and Rescue team and bring with them a significant amount of expertise and experience.



# How a Police Officer Can Deal With Fear and Anxiety on the Job:

**By: Stanley Popovich**

Everybody deals with anxiety and depression, however some people have a difficult time in managing it. As a result, here is a brief list of techniques that a person can use to help manage their most persistent fears and every day anxieties.

When facing a current or upcoming task that overwhelms you with a lot of anxiety, the first thing you can do is to divide the task into a series of smaller steps. Completing these smaller tasks one at a time will make the stress more manageable and increases your chances of success.

Sometimes we get stressed out when everything happens all at once. When this happens, a person should take a deep breath and try to find something to do for a few minutes to get their mind off of the problem. A person could get some fresh air, listen to some music, or do an activity that will give them a fresh perspective on things.

Another technique that is very helpful is to have a small notebook of positive statements that makes you feel good. Whenever you come across an affirmation that makes you feel good, write it down in a small notebook that you can carry around with you in your pocket. Whenever you feel depressed or frustrated, open up your small notebook and read those statements. This will help to manage your negative thinking.

Take advantage of the help that is available around you. If possible, talk to a professional who can help you manage your depression and anxieties. They will be able to provide you with additional advice and insights on how to deal with your current problem. By talking to a professional, a person will be helping themselves in the long run because they will become better able to deal with their problems in the future. Remember that it never hurts to ask for help.

**BIOGRAPHY:** Stan Popovich is the author of “A Layman’s Guide to Managing Fear Using Psychology, Christianity and Non Resistant Methods”. For more Info go to Stan’s website at <http://www.managingfear.com/>

# An Investigation for Missing Property and Evidence (UTL’s):

**By: Author: Joyce Riba, Owner/Instructor (Part 1)**

One of the most problematic situations, when Supervising the Property/Evidence Unit, is managing lost or misplaced items. These missing items are referred to as “UTL” or “unable to locate” items. Having a large quantity or frequently searching for missing items of evidence is an indication of system problems in the Evidence Unit which needs immediate attention and corrective action.

Usually UTL items are identified when the Evidence Unit completes an audit, inventory or when evidence is called upon to be transferred to court for a criminal case, the lab for testing, or viewing by an investigator. Not being able to produce the needed evidence for a court exhibit can jeopardize the criminal prosecution of the case.

It is not uncommon for agencies to discover UTL items in their Evidence Unit. More than once, I have been asked if there is an acceptable percentage of UTL items, in the Evidence Unit’s inventory, which could be justified by the excessive quantity of items stored. Both large and small agency Evidence Unit Supervisors are hopeful that a small percentage of missing evidence is “not a big deal”. There is some fear that the Chief or Sheriff will overreact to the news about missing items and want an extensive investigation.

It is my opinion that the Chief or Sheriff should be concerned about UTL property/evidence. **Having any, even one, missing or “UTL” item in the Evidence Unit is unacceptable.** The primary function of the Evidence Unit is to safely secure evidence which has been submitted to be used in the criminal court process. Therefore, to lose evidence is unacceptable and an early warning of potential serious problems. A thorough investigation needs to be done on each item of missing property/evidence. Researching UTL’s is not just about a checklist of ways to find the items, but understanding how the loss occurred and developing procedures to correct the problems to prevent future loss.

Think of it in this way: If you gave a bank \$1,000 of your money, would it be acceptable for them to lose \$100, \$10 or even \$1? Absolutely not. Wouldn't you want an explanation: How did my money get lost? Are you going to make changes to prevent future losses of my money? If no changes were made, would you continue to leave your money in that bank? I’m confident you would not. This same theory applies to evidence.

Now, having said that, UTL items are a reality so don’t be fearful if you have them, but do be an assertive leader and take action! In EMLE’s “Supervisor’s” class, we spend considerable amount of time learning how to perform a UTL investigation and take corrective action to ensure all items of evidence are secured and available for the criminal court process.

Next month, we will give you a few tips for your UTL investigation.

Evidence Management for Law Enforcement - [www.em4le.com](http://www.em4le.com) [joyce@em4le.com](mailto:joyce@em4le.com) Providing Quality Training for Evidence Unit Personnel

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## Part II

An investigation for missing items of evidence (UTL's) will reveal one of two outcomes. Either the item is found during the investigation, or it remains missing, and probably will never be found. Here are a few tips for each scenario:

### **EVIDENCE FOUND DURING INVESTIGATION:**

During the investigation, you could eventually find the item. There are many possibilities to explore for an explanation of how/why the item was lost, misplaced and considered an "UTL". (The item could have been misfiled, lost in a disorganized storage area or you may find proof of the destruction or release of the item, however, it was not properly documented.)

The fact that you find the UTL item is only the first part of your investigation. The next part of your investigation is to figure out what happened. How did it get lost or misplaced? Once you are able to pin down the problem, corrections can be made to prevent future loss. Some of the most common problems revealed include:

- 1) *The Procedure Manual is not clear on how to store and document the items of property and evidence. Personnel are following the manual, however, mistakes are being made. (update the Procedures Manual directives)*
- 2) *The Evidence Unit personnel are not in compliance with the Procedure Manual. If short cuts are being taken, this needs to be addressed so the procedure is followed exactly as written.*
- 3) *Human error caused the item to become misplaced. This may be a training issue. Make sure all personnel understand the procedures, have the tools and resources needed to follow and comply with the Procedures Manual.*
- 4) *Neglect by personnel. This can occur when the procedure is clear, but the employee doesn't really care to do the task correctly and is not following procedures. (This is usually detected if you notice the same person making multiple errors and training does not correct the problem).*
- 5) *Lack of supervision. Adequate supervision is needed to ensure performance standards are met. Supervisors need to be out with their personnel interacting with them and being involved with the duties being performed.*

### **EVIDENCE THAT CANNOT BE FOUND:**

After a thorough investigation is completed and the missing item still cannot be located, you need to document your findings and if possible, a conclusion about the missing item. (You may be able to give an educated guess of what could have happened to the item, but you have no proof of the final disposition of the item.) Without proof of a final disposition of the missing item, your investigation will not be able to give a definite conclusion.

The recommendation appropriate for this investigation is to ensure all current policy and procedures are being followed and supervision is adequate to monitor compliance and human error.

After you complete the UTL investigation, the documentation you provide to the Chief or Sheriff, will **identify the number (or percentage) of UTL items and identify what corrective action has been taken to prevent these losses in the future.**

Your boss will be happy that you are making every effort to prevent loss. That is key! Errors happen and UTL's are a part of our business, but we cannot accept this as the norm. Searching for missing property/evidence is time consuming and an unproductive use of our human resources which is costly for the agency. Every effort must be made to prevent UTL's from happening.

Hope this is helpful. If you get a chance, come to one of our Supervisor's classes where we address UTL. This is just a bit of what discuss in class.

Author: Joyce Riba, Owner/Instructor

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Insert homes for heroes ad

## Retirement? Great! Not so great:

### By Merv Taylor, Region B UPOA Area Representative

For all of us who have put in our time, responding to every kind of crime one can only imagine, and even some that can't be imagined, there comes a time when we have to hang up our guns, say good bye to all our friends and associates, retire and try to become an ordinary citizen.

Having gone through this process it seemed like the end of a dream come true. But then "oh oh", reality sets in. No more following the routine of getting up and putting on the uniform or suit and heading for the job, where there is a lot of camaraderie, joke telling getting filled in on what happened during the previous shift and getting the assignment for the day. Getting after the bad guys, helping those in need helping to keep society safe, even though it never appreciates what we do to enable them to move about freely without a lot of problems.

Nope, you get up check the clock and then it starts to set in, what I have to do today, maybe some errands, grocery shopping with the wife, taking care of the dog, maybe hit the gym or

doing whatever else comes to mind. However something is missing, you can't put your finger on it right away but somehow life seems strange and headed nowhere. Of course there are vacations that are planned, events to attend with family and friends but still you feel like there is something you should be doing or something that is missing.

Well guess what? Having been through all of that and feeling a little depressed I called a good friend of mine, I am sure many of you are familiar with him, his name is Jack Enter, a renowned police instructor and humorous. I called him out of desperation telling him how I felt and that life had taken a downward turn and the future didn't look too bright. After listening for several minutes, he stated this.

For the last 50 years you have belonged to the greatest fraternity in the world, fellowshipping with your peers, always having someone to associate with on and off the job, sharing events in life, laughing at things that others wouldn't understand.

Then suddenly you leave and all that stops. Soon after you walk out the door for the final time you will be thought of less and less as time goes by until you will only be mentioned if a war story about you is revived or someone happens to bump into you at the store. Sometimes it is extremely hard to fill the day with something that we feel is worthwhile.

However there are enough things to fill each day that makes us feel useful.

Here are a couple of suggestions. Enroll in a gym or health club, several days a week of physical activity can really make us feel good and prevent lots of illness that is waiting to catch up with a couch potato.

- Set a goal to visit with a friend outside of law enforcement or visit a shut in.
- Take time out to spend some time reading a novel or religious material.
- Develop a hobby that you can do around the house, wood working, art, crafts, repairing things around the house.
- Take up a sport like golf, weather permitting, fishing, racket ball, some kind of activity that gets you up and going.

Remember money may be a little less than when we were employed fulltime. I have seen too many of us lull into a state of doing nothing, drinking heavy or taking one's life. Let's all get busy with living and doing things that give us a sense of belonging and worthwhile. Anyone having problems please call me I am a good listener and would love to help.

Merv Taylor, 801 549-7434



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# UPOA

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## OVERVIEW

- Self-funded legal defense plan available only to UPOA members
- Owned and operated by the UPOA
- Broad legal defense coverage
- Pays all reasonable and necessary attorney fees when using a Plan Attorney for on-duty claims and certain personal legal services
- Pays up to \$5,000 for off-duty claims
- Plan is excess over all other benefits, including defense provided by member's employer

## PLAN STRUCTURE

### Coverage-Reimbursement of Legal Defense Costs

Subject to the terms, conditions, limitations and exclusions specified in the Plan Description, the Plan offers coverage in the following categories:

- **Administrative:** Legal defense or, subject to the absolute discretion of the UPOA and the Benefit Administrator, other appropriate legal challenge to administrative discipline, sanction or proceeding:
  - Involving salary, dismissal, change of assignment, demotion, leave of absence, resignation or other professional rights, duties or responsibilities, as determined by the UPOA, where such discipline, sanction or proceeding arises directly out of the Participant's activities in the scope of law enforcement employment; or
  - Involving the issuance, suspension, cancellation or revocation of any credential, certification or license issued by federal, state or local authorities, which credential the participant is required to have in the scope of law enforcement employment.
- **Civil:** Legal defense of a civil action or proceeding brought against a Participant, arising directly out of the Participant's activities in the scope of law enforcement employment; provided coverage does not extend to counterclaims or cross-claims in actions brought by Participant, unless UPOA approves otherwise.
- **Criminal:** Legal defense of a criminal action or proceeding brought against a Participant, arising directly out of the Participant's activities in the scope of law enforcement employment. Includes traffic citations and grand jury proceedings.
- **Estate Planning:** Legal advising and preparation of Last Wills and Testaments, including yearly updates, Healthcare Power of Attorneys, and Living Wills.
- **Family Law:** Legal representation in uncontested divorces, uncontested separations, uncontested name changes, and uncontested adoptions.
- **Real Estate:** Legal advising and preparation of residential loan documents, limited to one per year for a primary residence.
- **Off-Duty Claims:** Legal defense of a civil, criminal or administrative claim arising from off-duty activity up to a maximum of \$5,000.

The Plan is excess. For example, if your employer defends you in a lawsuit, the Plan will not provide an additional lawyer. If your employer refuses to defend you, the Plan will pay to defend you.

## UPOA Plan Attorneys

The UPOA pays in full all reasonable and necessary legal fees and costs for on-duty legal services and certain personal legal services provided through UPOA's Plan Law Firm, Durham Jones & Pinegar; off-duty claims coverage is subject to a \$5,000 limit. There is no deductible to be paid by the Participant. Approved reimbursable costs are also fully paid.

Durham Jones & Pinegar is a full service law firm of over 90 attorneys with offices in Ogden, Salt Lake City, Lehi, St. George, and Las Vegas.

## Participant Fees

Individual participants pay \$240.00/year in monthly installments of \$20.00.

Includes all coverage categories listed above

Includes off-duty claims coverage up to \$5,000

**Note:** All benefits, coverages, terms and conditions are governed by the Plan Description. Interpretation of Plan provision, including coverages and benefits, is vested exclusively in the UPOA, in its absolute discretion. Plan benefits are EXCESS over all other valid collectible benefits and coverages. The Plan is subrogated to all rights to recover attorney's fees against any person or entity and has a right of reimbursement from any such recovery. Attorneys paid by the Plan are neither agents nor employees of the Plan. The plan makes no recommendation or warranty, express or implied, with respect to the skill or expertise of such attorneys, including Plan attorneys.

Coverage is effective the first day after the day the application is approved by UPOA. Applications not fully and accurately completed cannot be processed and may result in ineligibility for and non-payment of benefits. Any person who is subsequently determined not to be eligible to participate or to receive benefits as of the date a claim arises will not receive payments of benefits.

## PLAN DESCRIPTION

The Plan is established and operated by Utah Peace Officers Association (“UPOA”) as Plan sponsor for the purpose of paying Legal Defense Costs for covered claims, on the terms and conditions specified in the Plan Description. The Plan covers claims for Legal Defense Costs which a Participant incurs to defend litigation arising in connection with the authorized carrying of a weapon pursuant to and in full accordance with the Law Enforcement Officers Safety Act of 2004 (H.R. 218) (“LEOSA”). UPOA also provides coverage limited to LEOSA claims only under a separate plan description.

### **Section 1. DEFINITIONS.** As used in this Plan Description:

- A. “UPOA” means the Utah Peace Officers Association;
- B. “Plan” means the benefit plan sponsored by UPOA set forth in this Plan Description and any attachments, as amended from time to time;
- C. “Participant” means an active member of the UPOA who has been accepted for participation and who has paid all applicable application fees due under the Plan.
- D. “Legal Defense Costs” means expenses a Participant has incurred for Legal Services and Reimbursable Costs, not to exceed the applicable limits of the Plan’s liability;
- E. “Legal Services” includes advice, consultation and representation rendered by a licensed attorney to a Participant, including usual fees and office charges for paralegal assistance, telephone, mailing, copying, telefaxing, travel and similar office expenses, as well as all other necessary and appropriate costs and expenses, but excluding Reimbursable Costs;
- F. “Reimbursable Costs” means witness fees and expenses, expert fees and expenses including consultation, investigator fees and expenses, filing fees, court costs and transcript costs;
- G. “Plan Attorney” means an attorney with the Plan Law Firm, with whom the Plan has contracted to perform legal services for Participants;
- H. “Plan Law Firm” means Durham Jones & Pinegar, P.C.;
- I. “Coverage Attorney” means an attorney, other than a Plan Attorney, who is recommended by the Plan Law Firm and approved by UPOA when the Plan Law Firm has a conflict of interest that prevents them from representing a Participant.
- J. “Employment” means employment by or service with a federal, state or local government law enforcement agency, whether with or without compensation, or employment by a law enforcement entity operated by a private college/university, private railroad or Native American tribal government;
- K. “in the scope of employment” means all activities of a Participant while on duty in connection with Employment, and all law enforcement activities authorized or required by the Participant’s Employment, whether on duty or technically off duty;
- L. “Notice” means reporting information as required by this Plan Description. Notice to an Administrator shall be effective on the date the Administrator actually receives it. Any notice of claim to the Benefit Administrator must be confirmed in writing on the prescribed claim form;
- M. “Off-Duty” means conduct not in the scope of employment as defined in this Plan Description.
- N. “Retroactive Date” means the starting date after which a Participant’s legal defense coverage has remained in continuous, uninterrupted effect, including renewals, as provided in Section 9; and
- O. “Extended Reporting Period” means an additional period, if any, for reporting claims after Plan participation ends, as provided in this Plan Description.

**Section 2. PLAN ADMINISTRATION.** UPOA shall employ or contract with an Enrollment Administrator and a Benefit Administrator (collectively hereinafter referred to as the “Administrators”) whose duties on behalf of the Plan in accordance with the Plan Description shall be as follows:

A. Enrollment Administrator: The Enrollment Administrator shall:

1. Publicize and promote the Plan;
2. Determine eligibility, enroll eligible persons, and provide and distribute enrollment cards and copies of the summary Plan Description;
3. Bill, collect and disburse participation fees as the Board directs;
4. Report and account for receipts and disbursements as the Board directs; and
5. Respond to Participants’ and prospective Participants’ questions concerning eligibility and enrollment. Questions should be directed to the Enrollment Administrator at:

Dan Roberts  
5671 S. Redwood Rd., #19  
Taylorsville, UT 84123  
Office: (801)313-0760  
Cell: (801)870-9098

B. Benefit Administrator. The Benefit Administrator shall:

1. Approve and contract with attorneys and other necessary persons to provide Legal Services under the Plan;
2. Approve Coverage Attorneys as meeting the applicable minimum requirements specified in this Plan Description; the Benefit Administrator shall give written notice to Participants who elect to use Non-Plan Attorneys stating the applicable benefit limits, deductible and lack of malpractice insurance requirements, and shall require the Participant to return a signed copy of the notice acknowledging the same before any benefits are paid;
3. Review, approve or disapprove claims for benefits;
4. Administer and pay claims;
5. Report and account for receipts and disbursements as the UPOA directs; and
6. Respond to Participants’ questions, notices and claims relating to benefits. Questions should be directed to the Benefit Administrator at:

Dan Roberts  
5671 S. Redwood Rd., #19  
Taylorsville, UT 84123  
Office: (801)256-2098  
Cell: (801)870-9098

**Section 3. FINANCIAL.** The Plan provides for the payment of Legal Defense Costs as provided in this Plan Description. Participation fees payable by each Participant shall be determined by the UPOA from time to time. Participation fees shall be based on the amounts projected to be needed to pay benefits, administrative costs and premiums for excess insurance, and to establish a fund for overhead and contingencies. Participation fees shall be held in trust for the exclusive benefit of Legal Plan, Inc. and its Participants, deposited in a fund or funds held and invested by the Board until used to pay benefits, administrative costs, premiums, and overhead and contingencies. All benefits shall be paid from and are limited to assets of the Plan and any collectible insurance.

**Section 4. CHANGES TO PLAN.** UPOA may modify, amend or terminate the Plan at any time. Any change shall become effective for all participation fees due, benefits accruing and claims made to Participants or reported to the Plan on or after the effective date of the change.

**Section 5. ELIGIBILITY.** All active UPOA members in good standing are eligible under the Plan.

**Section 6. PREREQUISITES FOR PARTICIPATION.** Participation in, and the right to benefits under the Plan, arises only upon approval by the Enrollment Administrator of an application to participate and payment to the Enrollment Administrator of applicable participation fees.

**Section 7. METHOD OF APPLICATION.** Applications for participation shall be submitted to the Enrollment Administrator on forms provided by the UPOA. Applications not fully and accurately completed may result in ineligibility for, and non-payment of, benefits.

**Section 8. EFFECTIVE DATE OF COVERAGE.** The effective date of Plan coverage for any Participant shall be the first day after the day on which the Enrollment Administrator approves the application for participation and receives applicable participation fees for individual applicants or satisfactory payment arrangements for group applicants, as applicable.

**Section 9. RETROACTIVE DATE.**

- A. A Participant's Retroactive Date is the date the Participant's coverage under the Plan shall be deemed to have started.
- B. A Participant's Retroactive Date is the earliest of the following:
  - 1. The effective date of the Participant's coverage for the risk under the Plan; all coverages may not have the same effective date, including but not limited to off-duty claims coverage; or
  - 2. In the UPOA's absolute discretion at the beginning of coverage, up to one hundred twenty (120) days before the effective date of Plan coverage if the Participant had comparable coverage under another plan or insurance, has reported all claims of which the Participant knew or should have known to the comparable plan or insurance, and coverage under such other plan or insurance was continuous with coverage under the Plan.
- C. Coverage under the Plan shall be deemed continuous with previous coverage pursuant to paragraphs (B) (2) or (3) of this section only if the effective date of the Participant's Plan coverage is not more than thirty (30) days after the termination date of the Participant's previous coverage.
- D. If a Participant's coverage under the Plan is terminated effective a certain date and is subsequently reinstated effective at a later date, the Participant's Retroactive Date following reinstatement shall be changed to the effective date of reinstatement.

**Section 10. CERTIFICATE OF PARTICIPATION.**

- A. Upon approval of any application for participation, the Enrollment Administrator shall provide the following:
  - 1. A certificate of participation showing:
    - a. The identity and address of the enrolling individual;
    - b. Any applicable deductibles;
    - c. The name of the Participant;
    - d. The Retroactive Date, applicable to the Participant;
    - e. The amount of the annual participation fee applicable to the Participant;

- f. The dates on which participation takes effect and is scheduled to terminate for the Participant; and
  - 2. A copy of the current Plan Description.
- B. Each Participant shall be issued a participation identification card, which shall contain such information as UPOA shall determine from time to time. The Enrollment Administrator shall issue the identification card no later than thirty (30) days after the Participant's effective date of coverage and shall distribute it to the individual Participant or, in the case of a group, to the group for distribution to each Participant.

**Section 11. PLAN COVERAGES.**

- A. The Plan shall be offered with all of the following coverage categories:
- 1. Full Coverage for Reasonable Attorney's Fees and Costs associated with: Administrative, Civil, Criminal, Estate Planning, Family Law, Real Estate representation as defined above; and
  - 2. Off-Duty Claim coverage up to \$5,000.
- B. The UPOA shall retain discretion to refuse coverage at any time if it is apparent that providing coverage for a claim would unduly deplete the reserves of the Plan to such a level that its ability to provide coverage for other members would be diminished.

**Section 12. PARTICIPATION FEES – TERMINATION FOR NON-PAYMENT – DEDUCTIBLES.**

- A. Applicable participation fees must be timely paid in order for a Participant to be entitled to benefits under the Plan. Participation fees shall be as set forth in the attached Participation Fees Schedule, as supplemented, modified or amended from time to time by the UPOA.
- B. Participation fees shall be payable on an annual basis and such additional bases as the Board shall prescribe from time to time. The initial participation fee payment shall be submitted with the application. Thereafter participation fees shall be paid on or before any scheduled due date in the amounts billed by the Enrollment Administrator. Bills shall be mailed at least thirty (30) and not more than sixty (60) days prior to the applicable due date.
- C. If any payment is not timely made as required in subsection B of this section, the payment shall be delinquent and participation in the Plan shall cease effective as of 12:01 a.m. on the day after the applicable due date. If all delinquent amounts are received by the Enrollment Administrator within thirty (30) days following the due date, participation shall be reinstated automatically, retroactive to the day after the due date; provided, however, that coverage of claims arising during the thirty (30) day reinstatement period of any delinquent payment may be denied following automatic reinstatement, in the UPOA's discretion. If any payment is delinquent thirty-one (31) days or more, participation shall be deemed to have terminated effective as of 12:01 a.m. on the day after the applicable due date, and reapplication shall be required.

**Section 13. TERMINATION OF PARTICIPATION AND OF ENTITLEMENT TO BENEFITS.**

- A. Except as provided otherwise in subsection B of this section, a Participant's participation in and entitlement to benefits under the Plan shall automatically terminate upon:
- 1. Non-payment of participation fees when due;
  - 2. Voluntary withdrawal from participation;
  - 3. Termination of the Participant's law enforcement Employment, either voluntary, involuntary, or by retirement pursuant to the retirement rules of the Participant's employer; or
  - 4. Termination of the Participant's membership in the UPOA while the Participant remains employed as a law enforcement officer.

- B. Termination shall not affect any right to benefits which has accrued prior to the date of termination or during any applicable Extended Reporting Period.

#### **Section 14. COVERAGE.**

- A. Subject to the exclusions in Section 16, any applicable limits of liability specified in this Plan Description, and any coverage limitations or deductibles stated in this Plan Description or the certificate of participation, the Plan shall reimburse and pay on behalf of a Participant reasonable and necessary Legal Defense Costs which the Participant is legally obligated to pay under the following coverage categories:
1. Administrative: Legal defense or, subject to the absolute discretion of the Benefit Administrator and the UPOA, other appropriate legal challenge to adverse administrative discipline or sanction based on the Participant's individual conduct or misconduct in the scope of employment:
    - a. Involving salary, dismissal, change of assignment, demotion, leave of absence, resignation or other professional rights, duties or responsibilities as determined by the UPOA, where such discipline or sanction arises directly out of the Participant's activities in the scope of employment; or
    - b. Involving the issuance, suspension, cancellation or revocation of any credential, certification or license issued by federal, state or local authorities, which credential the Participant is required to have in the scope of employment;
  2. Civil: Legal defense of a civil action or proceeding brought against a Participant, arising directly out of the Participant's activities in the scope of employment; provided, coverage does not extend to counterclaims or cross claims in actions brought by a Participant, unless the UPOA approves otherwise;
  3. Criminal: Legal defense of a criminal action or proceeding brought against a Participant, arising directly out of the Participant's activities in the scope of employment, including grand jury proceedings;
  4. Estate Planning: Legal advising and preparation of Last Wills and Testaments, including yearly updates, Healthcare Power of Attorneys, and Living Wills.
  5. Family Law: Legal representation in uncontested divorces, uncontested separations, uncontested name changes, and uncontested adoptions.
  6. Real Estate: Legal advising and preparation of residential loan documents, limited to one per year for a primary residence.
  7. Off-Duty Claims: Legal defense of a civil, criminal or administrative claim arising from off-duty activity up to a maximum of \$5,000.
- B. The UPOA shall retain discretion to refuse coverage at any time if it is apparent that providing coverage for a claim would unduly deplete the reserves of the Plan to such a level that its ability to provide coverage for other members would be diminished.

#### **Section 15. CLAIMS-MADE COVERAGE – DATES – EXTENDED REPORTING PERIOD.**

- A. Except as provided in subsection B of this section, this Plan applies only to claims that are first made to the Participant and reported to the Plan on or after the Participant's Retroactive Date, and on or before the date of termination of the applicable coverage with respect to that Participant. In addition, the claim must arise out of an occurrence, acts or events commencing between the same dates. For purposes of determining the respective dates on which a claim is made and reported:
1. A claim shall be deemed made to the Participant when the Participant is first notified by any person of information suggesting the possibility of a claim;

2. A claim shall be deemed reported to the Plan when Notice of such claim is first received by the Benefit Administrator; and
  3. All claims by a Participant arising out of the same occurrence, acts or events shall be deemed made and reported on the respective dates the first claim is made to the Participant and reported to the Plan.
- B. Claims first reported during an Extended Reporting Period shall be covered only as described in this subsection.
1. An Extended Reporting Period applies only if:
    - a. A Participant's coverage is canceled or terminates other than because a Participant's membership in the UPOA is terminated or suspended; or
    - b. The Plan renews or replaces the applicable certificate of participation with a new plan that:
      - i. Has a retroactive date later than the Participant's Retroactive Date under this Plan; or
      - ii. Does not apply on a claims-made basis.
  2. The Extended Reporting Period commences on the date a Participant's applicable coverage terminates, and extends:
    - a. Five (5) years for any claim arising out of a covered occurrence which took place prior to termination, if such occurrence is reported to the Plan not later than one hundred twenty (120) days after the date of termination; or
    - b. One hundred twenty (120) days for all other claims.
  3. The Extended Reporting Period applies only to claims for occurrences, acts or events that commence after the Participant's Retroactive Date, and on or before the date of termination of the applicable coverage with respect to that Participant.
  4. If the Extended Reporting Period applies, covered claims which are first reported during the Extended Reporting Period shall be deemed made on the last day before the applicable date of termination.
  5. The Extended Reporting Period does not reinstate or increase the limits of liability applicable to any claim.

**Section 16. EXCLUSIONS – PLAN IS EXCESS.**

- A. The coverages and benefits provided under the Plan do not apply to:
1. Payment exceeding \$5,000 for claims for occurrences involving activities not in the scope of employment, and as provided in subsection A.7. of Section 14;
  2. claims relating to a collective bargaining agreement (other than grievances arising from disciplinary action against a particular individual Participant), workers' compensation, occupational health and safety, unemployment compensation, disability benefits, or similar laws or programs;
  3. payment or indemnification for any loss incurred, including but not limited to loss incurred as a result of any administrative proceeding, action, judgment, award, settlement, fine or penalty of any kind;
  4. claims or matters for which legal defense is available, under your employer's motor vehicle liability insurance policy or any other plan or insurance, as provided in subsection B of this section;
  5. attempts to obtain, protest, preserve or set aside pension or retirement benefits or benefit determinations, including disability retirement benefits, or decisions relating to any of these, under any federal, state or local government system;



6. the cost of bail bonds, appeal bonds or other bonds; and
  7. as otherwise excluded or limited by this Plan Description.
- B. If any other valid and collectible plan or insurance is obligated to cover and/or is available to the Participant for claims otherwise covered under this Plan, then the coverage provided under such other plan or insurance shall be primary coverage. Coverage under this Plan shall apply only in excess of every other plan or insurance, and shall not be considered as “additional insurance” or contribute with such other plan or insurance in any way except to provide excess coverage after the available limits of all such other plans or insurance have been exhausted.

As used in this section, the term “other plan or insurance” includes but is not limited to insurance or self-insurance coverage or benefits provided by or through a Participant’s employer, other groups or associations; insurance coverage or benefits covering and/or provided by a Participant; coverage or benefits provided by self-insurance, trusts, pools, risk retention groups or captive insurance companies; any other insurance or self-insurance plan or agreement of risk assumption; and any obligation to defend, pay or indemnify under any statute, ordinance, regulation or agreement.

Prior to seeking benefits under the Plan, the Participant agrees to:

1. Submit any and all claims otherwise covered by the Plan to all such other plans or insurance and, if requested by UPOA, to undertake and pursue such coverage claims. The Participant’s obligation under this paragraph shall exist regardless of whether the claim against the Participant is brought in the Participant’s official capacity, individually or is a claim for punitive damages;
2. Execute and deliver instruments and other documents and do whatever else is necessary to pursue such coverage claims; and
3. Do nothing to prejudice the rights of UPOA to recover money or benefits due from the Participant in connection with such coverage claims. UPOA shall pay all expenses for the pursuit of such coverage claims, and reserves the right to assume the legal representation of the Participant for that purpose.

**Section 17. BENEFITS – SALARY REIMBURSEMENT OPTION – DEDUCTIBLES – TEMPORARY AND PROBATIONARY EMPLOYEES.**

- A. Plan Attorney Benefits. Subject to subsections B, C, D, and E, Legal Services are covered in full when a Participant uses a Plan Attorney; provided that claims under the off-duty claims coverage pursuant to subsection A.7. of Section 14 are subject to a limit of \$5,000 per occurrence. Reimbursable Costs are also covered in full; provided that expenses for expert witnesses, investigators and transcripts must be approved in advance by the Benefit Administrator.
- B. Deductibles. If a deductible applies, the Plan’s obligation to pay benefits applies only to Legal Defense Costs in excess of any applicable deductible(s) unless deductibles are paid to the Plan as provided in this subsection. Deductibles apply to all Legal Defense Costs sustained as the result of any one claim. The Benefit Administrator may require proof of payment or require payment to the Plan of deductibles before the Plan pays benefits.
- C. Salary Reimbursement Option. In lieu of Legal Defense Costs, Participants whose claims involve suspension or other discipline resulting in salary loss may elect to receive reimbursement of up to three days’ actual salary loss or \$500, whichever is less. The salary loss must result directly from the matters at issue in the claim, as determined by the Benefit Administrator. Salary loss shall be calculated at the Participants’ regular basic salary rate excluding the value of overtime, perquisites (such as use of a vehicle or other equipment, etc.) and employment benefits, as determined by the Benefit Administrator.

The election may not be rescinded or reversed with respect to the claim or other related claims after the reimbursement benefit is paid. This option is not subject to any deductible which would otherwise apply. This option may not be elected nor may benefits be paid for more than one occurrence taking place in any one-year period of time, except as the UPOA in its discretion may approve otherwise. The Participant has the duty to provide satisfactory proof of salary and actual salary loss. The right to elect this option expires 180 days after the first day suspension begins.

- D. **Benefit Limit for Termination of Temporary and Probationary Employees.** Notwithstanding any other provision of this Plan Description, temporary or probationary employees serving at will who are terminated during or at the end of the temporary employment or probationary period, for any reason or for no stated reason, shall be entitled only to the Legal Defense Costs for one informal Loudermill or similar non-adversarial meeting or hearing.
- E. **Change of Attorney.** The Plan covers Legal Defense Costs of one attorney from commencement to termination of a claim. If the Participant desires to change to a different Plan Attorney or to use more than one Plan Attorney, the Plan will cover the charges of any such different or additional attorney only if the Benefit Administrator, in its absolute discretion, has determined that there is good cause for doing so and the claimant has agreed to pay the costs, as determined by the Benefit Administrator, of any duplication of services.

#### **Section 18. MISCELLANEOUS TERMS AND CONDITIONS.**

- A. **Notice of Occurrence.** When an occurrence takes place which may result in a claim for benefits, the Participant shall give written or verbal Notice to the Benefit Administrator as soon as practicable. Such Notice shall specify particulars sufficient to identify the Participant, and all reasonably obtainable information respecting the time, place and circumstances of the occurrence. When verbal Notice is given, the Participant shall confirm Notice in writing on the claim form prescribed by the Benefit Administrator.
- B. **Assistance and Cooperation of the Participant.** The Participant shall assist and cooperate with the Plan toward the resolution of any claim, including assisting with discovery and appearing for depositions, hearings and trial.
- C. **Subrogation.** In the event of any payment under the Plan, the Plan shall be subrogated, to the extent of the Plan's payment of benefits, to the Participant's right to recover attorney's fees against any person, agency, organization, political subdivision or any other entity. The Participant shall execute and deliver instruments and other documents, cooperate with the Plan in every way, appear for depositions and hearings, and do whatever else is necessary to secure and pursue such rights. The Participant shall do nothing to prejudice such rights.

In the event that subrogation is not permitted or is unavailable for any reason, and the Participant is entitled to receive or receives payment as the result in part of any such right to recover attorney's fees, Legal Plan, Inc. shall have a right of reimbursement for all amounts paid by the Plan on behalf of the Participant, up to the amount of the Participant's Plan benefits.

- D. **Changes and Amendments to Plan only by Written Amendment.** Notice to or knowledge possessed by any agent or other person shall not affect a waiver or change in any part of this Plan Description, its attachments or any certificate of participation or estop the Plan from asserting any right under the terms of same. The terms of this Plan Description, its attachments or any certificate of participation shall not be waived or changed, except by written amendment or endorsement approved by the Board and issued to form a part of same.

- E. Cancellation.
1. The participation of an individual Participant may be canceled by the Participant, for any reason by:
    - a. Surrendering the certificate to the Plan or the Enrollment Administrator; or
    - b. Mailing written notice to the Enrollment Administrator stating the date thereafter on which cancellation shall be effective.
  2. A certificate of participation, or the participation of an individual Participant, may be canceled by the Plan only for non-payment of participation fees, discontinuation of the Plan or the Participant's ineligibility. Notice shall be given by mailing written Notice to a canceled group or group Participant, or to a canceled individual Participant, at the last-known address, stating the effective date and time of cancellation. The mailing of Notice shall be sufficient proof of notice. The effective date and time of cancellation stated in the Notice shall be the date and time of termination.
  3. In-person delivery, telefaxing to the last-known telefax number or e-mailing to the last-known e-mail address of such written Notice of cancellation by a group, the Participant or the Plan shall be equivalent to mailing.
  4. If a group cancels a certificate of participation, or an individual Participant cancels participation for any reason other than death, permanent disability or a judgment of incompetency, participation fees shall be deemed earned through the last day of the month in which cancellation is effective. Any prepaid, unearned participation fees in excess of such earned fees shall constitute the refund due the group or individual; provided, if cancellation is effective in any month other than the month of the membership anniversary, an additional amount equal to annual administrative fees incurred by the Plan shall be deducted from the refund. Refunds may be made either on the date cancellation is effective or as soon as practicable.
  5. Other than as provided in paragraph 4 of this subsection, any other participation fee adjustment or refund shall be computed pro rata as of the effective date of cancellation.
- F. Nonrenewal. If the Plan declines to renew a group's certificate of participation or coverage of a group Participant, the Plan shall mail or deliver to the group or group Participant at the address shown in the declarations written Notice of the nonrenewal not less than sixty (60) days before the expiration date of the certificate. If the Plan declines to renew coverage of an individual Participant, the Plan shall mail or deliver to the Participant at the Participant's last-known address written Notice of the nonrenewal not less than sixty (60) days before the expiration of the Participant's coverage. The mailing of Notice shall be sufficient proof of Notice.
- G. Non-Assignment. The interest of any Participant in the Plan and its benefits is not assignable.
- H. Death or Incompetency. If a Participant dies or is adjudged incompetent, the Plan shall terminate on the date of death or incompetency as to that Participant. The Plan shall pay benefits to or on behalf of the Participant's legal representative with respect to covered claims incurred prior to the date of death or incompetency.
- I. Conformity to Statute. Terms of a certificate of participation which are in conflict with applicable statutes are hereby amended to conform to such statutes.

**Section 19. PLAN TERRITORY.** The benefits afforded by this Plan apply only to Legal Defense Costs for suits, proceedings, or criminal actions brought within the United States of America.

**Section 20. PLAN'S LIMITED AUTHORITY OVER COUNSEL.** UPOA, acting through the Benefit Administrator, shall have sole authority to contract with Plan Law Firm, and approve Coverage Attorneys recommended by Plan Law Firm, as meeting minimum applicable Plan qualifications, to render Legal Services to Participants.

Participants are free to select counsel other than Plan Attorneys. However, the Plan is not obligated to pay for such representation except on the terms and conditions provided in this Plan Description.

**Section 21. MINIMUM ATTORNEY QUALIFICATIONS.**

- A. No attorney, including a Coverage Attorney, shall be engaged by the Plan or compensated by the Plan for services rendered to a Participant unless such attorney has attested in writing to the Plan that the attorney:
  - 1. Is properly authorized to practice law in the applicable jurisdiction;
  - 2. Accepts the Plan's hourly fee, expense reimbursement and other compensation arrangements; and
  - 3. Accepts the Plan's required periodic reporting and billing procedures.
- B. No attorney shall be compensated by the Plan for Legal Services rendered to a Participant unless the attorney has provided current proof of coverage under a professional legal malpractice liability insurance policy providing coverage limits of at least \$100,000 per claim/\$300,000 aggregate, or such higher limits as the Benefit Administrator may deem necessary with respect to a particular representation.
- C. Each attorney shall disclose in writing the following information:
  - 1. all attorney disciplinary proceedings to which the attorney or the attorney's firm are currently subject, or state that there are none;
  - 2. all legal actions alleging legal malpractice to which the attorney or the attorney's firm are currently subject, or state that there are none;
  - 3. all rulings by attorney disciplinary authorities or courts during the preceding five years which resulted in sanctions, including formal and informal reprimands, against the attorney or any firm with which the attorney was associated at the time sanctions were imposed, or state that there are none; and
  - 4. all legal actions during the preceding five years in which the attorney or any firm with which the attorney was associated was adjudged guilty of or liable for legal malpractice, or state that there are none.
- D. Each attorney shall agree to give written notice to the Benefit Administrator within ten (10) days following the initiation of any attorney disciplinary proceedings or legal actions alleging legal malpractice, which proceedings or actions involve the attorney or the attorney's firm.
- E. Each attorney shall agree to abide by the Plan's detailed attorney guidelines.
- F. No attorney shall be approved or included on the list of Plan Attorneys until such attorney has complied with subsections A, B, C, D and E of this section. No attorney shall be approved or included on the list of Plan Attorneys if the Board disapproves the attorney's inclusion on the list.
- G. The UPOA may remove Plan Attorneys from their status as Plan Attorneys at any time with or without cause. Removal shall apply to all claims reported to and accepted by the Plan on and after the effective date of removal.

**Section 22. ATTORNEYS NOT PLAN EMPLOYEES OR AGENTS.** Attorneys performing Legal Services for Participants under the terms of this Plan are not agents or employees of UPOA. Any attorney rendering Legal Services to Participants under the Plan shall maintain the attorney-client relationship with the Participant and is solely responsible to the Participant for all Legal Services provided. The Plan shall not interfere with or have the right to control performance of the attorney's duties. Information which the attorney receives from the Participant incidental to the attorney-client relationship shall be confidential and, except for use incidental to the administration of the Plan, shall not be disclose without the Participant's consent.

**Section 23. INTERPRETATION OF THE PLAN.** The construction and interpretation of the Plan provisions are vested with the UPOA in its absolute discretion, including but not limited to the determination of facts, coverage, benefits, eligibility and all other Plan provisions. UPOA shall endeavor to act, whether by general rules or by particular decisions, so as to treat all persons in similar circumstances without discrimination with respect to race, color, religion creed, national origin, or sex. UPOA's constructions, interpretations, determinations and decisions shall be final, conclusive, and binding upon all persons having an interest in the Plan.

**Section 24. CLAIMS REPORTING AND APPEALS PROCEDURES.**

- A. A Participant shall promptly notify the Benefit Administrator of:
1. Any occurrence the Participant has reason to believe may result in a claim for benefits;
  2. Any communication the Participant receives concerning a pending or threatened claim, action or proceeding which may result in a claim for benefits; and
  3. Any claims for benefits.

Notice must be confirmed in writing on a prescribed claim form provided by the Benefit Administrator.

- B. The Benefit Administrator shall make a decision on any claim for benefits promptly, and not later than ninety (90) days after the Benefit Administrator's receipt of the claim, unless the Benefit Administrator determines special circumstances require an extension of the time for processing. In that case the Benefit Administrator shall notify the claimant in writing or electronically of an extension, not to exceed ninety (90) days, stating the special circumstances and the date by which a decision will be made. If the Benefit Administrator denies a claim, in whole or in part, the Benefit Administrator shall send the Participant a written or electronic notice, prepared in a manner calculated to be understood by the Participant, setting forth:
1. The specific reasons for the denial;
  2. Specific reference to pertinent Plan provisions on which the denial is based;
  3. If applicable, a description of any additional material or information necessary for the Participant to perfect the claim and an explanation of why such material or information is necessary; and
  4. An explanation of the Plan's review and appeal procedure, the time limits applicable to such procedure, and a statement that the claimant has a right to bring a civil action under Section 502(a) of the federal Employment Retirement Income Security Act ("ERISA") following an adverse benefits decision or review.
- C. Within sixty (60) days of the date upon which a Participant is first notified of any decision by the Benefit Administrator to deny the Participant's claim in whole or in part, the Participant may appeal the Benefit Administrator's decision by submitting a written appeal to the Board. As part of the appeal procedure:
1. Participants shall have the opportunity to submit written comments, documents, records and other information relating to their claims;
  2. Participants shall be provided upon request and free of charge reasonable access to and copies of all documents, records and other information relevant to their claims; and

3. All comments, documents, records and other information which the claimant submits shall be taken account of in the claim review, regardless of whether such information was submitted or considered in the initial benefit determination.

The UPOA shall notify the Participant through the Benefit Administrator of its decision in writing or electronically within sixty (60) days of its receipt of the appeal, unless the Benefit Administrator determines special circumstances require an extension. In that case the Benefit Administrator shall notify the claimant in writing or electronically of an extension, not to exceed sixty (60) days, stating the special circumstances and the date by which a decision will be made. The UPOA's decision shall state specific reasons for the decision with references to pertinent Plan provisions and shall state the claimant has the right to be provided upon request and free of charge reasonable access to and copies of all documents, records and other information relevant to the claim and has the right to bring a civil action as specified to paragraph B(4) of this section. The decision of the UPOA on appeal shall be final, and shall not be subject to further appeal or review.

**Section 25. SEVERABILITY.** If any provision of this Plan Description or attachments is found to be invalid, unlawful or unenforceable, all other provisions shall remain in full force and effect.

**Section 26. ERISA RIGHTS.**

- A. This Plan Description constitutes the summary Plan Description for purposes of the federal Employment Retirement Income Security Act ("ERISA"). Each Participant shall be entitled to a copy of this summary Plan Description.
- B. Participants in the Plan are entitled to certain rights and protections under ERISA. ERISA provides that all Participants are entitled to:
  1. Receive information about the Plan and benefits;
  2. Examine, without charge, at the UPOA's office or the Enrollment Administrator's office, all Plan documents, including insurance contracts, and a copy of the latest annual report (Form 5500) filed with the U.S. Department of Labor, which is also available at the Public Disclosure Room of the Employment Benefits Security Administration;
  3. Obtain copies upon written request to the UPOA or Enrollment Administrator of all documents governing the operation of the Plan, including insurance contracts, and copies of the latest summary Plan Description and annual report (Form 5500). The UPOA and the Enrollment Administrator may make a reasonable charge for the copies; and
  4. Receive from UPOA a summary of its annual financial report. UPOA is required by law to furnish each Participant with a copy of the summary annual report.
- C. In addition to creating rights for Participants, ERISA imposes duties upon the people who are responsible for operation of the Plan. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Participants and beneficiaries. No one may fire you or otherwise discriminate against you in any way for purposes of preventing you from obtaining a benefit or exercising your rights under ERISA.

If you make a claim for benefits which is denied or ignored in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

There are steps you can take to enforce your rights under ERISA. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within thirty (30) days, you may file suit in Federal court. In such a case, unless the materials were not sent because of reasons

beyond the Plan's control, the court may require the UPOA or other Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court.

If Plan fiduciaries misuse UPOA's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or file a suit in Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose (for example, if the court finds that the claim is frivolous), the court may order you to pay these costs and fees.

If you have any questions about the Plan, you should contact UPOA or the Administrators. If you have any questions about this statement or your rights under ERISA or need assistance in obtaining documents from UPOA or Plan Administrators, you should contact the nearest Office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your local telephone director, or:

Division of Technical Assistance and Inquiries  
Employee Benefits Security Administration U.S. Department of Labor  
200 Constitution Ave. N.W.  
Washington, D.C. 20210

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## PARTICIPATION FEES SCHEDULE

**Participants pay \$240.00 per year in monthly installments of \$20.00 each.**

**Note:** These fees may be modified in the event optional deductibles are approved, as provided in the Plan Description.

Coverage for private university/college, private railway or Native American tribal law enforcement personnel does not include coverage for civil lawsuits.

Utah Peace Officers Association  
 5671 South Redwood Rd, #19  
 Taylorsville, UT 84123



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Springville ..... May 2	Farmington ..... Aug. 9
Spanish Fork ..... June 7	Ogden ..... Sept. 12
Farmington ..... June 12	Provo ..... Oct. 4
Cedar City ..... June 20	Draper ..... Oct. 24
Riverton ..... June 25	SLC - Central ..... Nov. 6

### Retiree Seminar | 8:30 a.m. - 3:30 p.m. Already retired

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#### Seminar Locations:

**Cedar City**  
 Canyon View High School  
 166 West 1925 North

**Cottonwood Heights**  
 City Hall  
 2277 East Bengal Blvd.

**Draper**  
 City Hall  
 1020 East Pioneer Rd. (12400 South)

**Farmington**  
 Davis School District Offices  
 70 East 100 North  
 Kendell Building, 2nd Floor

**Logan**  
 Cache County School District  
 Technology Building  
 2035 North 1200 East

**Ogden**  
 Weber Center  
 Commission Chambers  
 2380 Washington Blvd.

**Provo**  
 Utah County Health and Justice Building  
 151 South University Ave.

**Riverton**  
 Jordan Academy for Technology and Careers  
 South Campus  
 12723 South Park Ave.

**Roosevelt**  
 Union High School  
 850 East Lagoon St.

**SLC - North**  
 State Office Building  
 (Behind Capitol)  
 First Floor Auditorium

**SLC - Central**  
 Salt Lake County Government Center  
 2001 South State St.  
 Commission Chambers  
 Room N1100

**SLC - Granite**  
 Granite Education Center  
 2500 South State St.  
 Auditorium A

**Spanish Fork**  
 Nebo School District  
 350 South Main St.  
 Board Room

**Springville**  
 City Hall  
 110 South Main St.

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