



State of Utah

GARY R. HERBERT
Governor

SPENCER J. COX
Lieutenant Governor

Department of Public Safety

KEITH D. SQUIRES
Commissioner

April 25, 2018

Dear Chief Administrator,

Many of you are familiar with the Public Safety Officer and Firefighter Line-of-Duty Death Act established by the legislature. Members of the Local Public Safety and Firefighter Surviving Spouse Trust Fund Board of Trustees (board), feel it important to provide you with the latest information. To ensure local government agencies are familiar with the obligations and opportunities of new legislation in the past two years, we have put together a brief summary of the changes to Utah Code Section 53-17 Public Safety Officer and Firefighter Line-of-duty Death Act.

1. All agencies employing one or more public safety service employees or firefighter service employees who are eligible to earn service credit in a Utah Retirement System under Title 49, Utah State Retirement and Insurance Benefit Act shall be a participant in the Local Public Safety and Firefighter Surviving Trust Fund (Fund). The legislature made this mandatory for all agencies to participate.
2. Instead of requiring each agency to provide 24 months of insurance coverage after the line-of-duty death, an agency now is required to provide only 12 months of insurance coverage before an employer is eligible for reimbursement of health insurance costs from the Fund. This new change becomes effective July 1, 2018 and would apply to costs incurred after July 1, 2018.
3. Reimbursement from the Fund has been expanded to include any health insurance payments for line-of-duty deaths that occurred after July 1, 2005.
4. Certain law enforcement agencies that employ public safety officers or firefighters and are not participating in the Utah Retirement System under Title 49, Utah State Retirement and Insurance Benefit Act may elect to participate in the Local Public Safety and Firefighter Surviving Spouse Trust Fund.

The board has relied on actuarial analysis to set the rate for the year beginning July 1, 2018. Based upon the actuarial analysis, the board has decided to keep the rate at \$95 annually per public safety officer or firefighter. Payment is due by June 30, 2018. Please find included the cost sharing agreement and a form for each agency to certify the number of officers to be covered by the Fund.

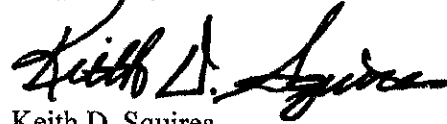
Please sign the new cost sharing agreement even if you signed one before. The new agreement has changes beneficial to those signing the agreement. The new agreement has two changes: 1) it allows reimbursement from the Fund after 12 months instead of 24 months of

insurance payments and 2) it allows reimbursement for health insurance provided for a line of duty death that occurred after July 1, 2005.

The board encourages you to share this information with your city/county officials, human resource staff and budget staff.

If you have any questions, please contact Joe Brown at jbrown@utah.gov.

Respectfully,

A handwritten signature in black ink, appearing to read "Keith D. Squires", written in a cursive style.

Keith D. Squires
Commissioner

LOCAL PUBLIC SAFETY AND FIREFIGHTER SURVIVING SPOUSE TRUST FUND
Certification of Eligible Employees

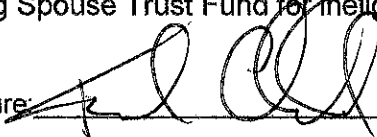
(mail to: Department of Public Safety, Attn. Trust Fund,
PO Box 141775, Salt Lake City UT 84114)

Agency Name: Centerville Police Department
Administrator Name: Chief Paul Child
Office Address: 250 N Main St Centerville Utah
Phone Number: 801-599-2409

I certify that there are a total of 18 active employees participating in a retirement system under Utah Code Title 49, Utah State Retirement and Insurance Benefit Act covering public safety and firefighter members employed by the above mentioned agency as of March 31, 2018.

I understand that if the above referenced agency does not cover the public safety officers or firefighters in a retirement system under Utah Code Title 49, Utah State Retirement and Insurance Benefit Act, the agency may elect to participate in the Local Public Safety and Firefighter Surviving Spouse Trust Fund by a resolution adopted by the agency. Under this election, I certify that there are a total of 18 active public safety officers and firefighters as defined in Senate Bill 206 passed in the 2018 Legislative General Session.

I understand that I may confirm the number of active public safety and firefighter employees of the above mentioned agency participating with the Utah Retirement Systems (URS) with URS. I further understand that premiums paid to the Local Public Safety and Firefighter Surviving Spouse Trust Fund for ineligible employees are non-refundable.

Administrator Signature:  Date: 4/25/18

**LOCAL PUBLIC SAFETY AND FIREFIGHTER SURVIVING SPOUSE TRUST FUND
COST-SHARING AGREEMENT**

THIS COST-SHARING AGREEMENT is authorized by Section 53-17-301 of the Utah Code, and R698-8 of the Utah Administrative Code, and is made effective [DATE]_____, by and between Keith D. Squires, Commissioner, Utah Department of Public Safety and [agency name, administrator name, office address and phone number]

THE PARTIES ENTER THIS AGREEMENT on the basis of the following facts, understandings and intentions:

A. In the event of a line of duty death of a member, the participating agency is required, pursuant to 53-17-201 of the Utah Code, to provide health coverage for the surviving spouse and for a child of the member until the child reaches the age of 26.

B. The participating agency is required to pay 100% of the premium costs for health coverage for surviving spouse and children.

C. Beginning 13 months after the line of duty death, the participating agency is eligible for reimbursement for the health coverage costs from the Local Public Safety and Firefighter Surviving Spouse Trust Fund for costs incurred after July 1, 2018.

D. In the event the participating agency fails to submit the annual premium in a timely manner the participating agency may not be eligible for reimbursement of health coverage costs for a surviving spouse or children.

E. The participating agency is not eligible for reimbursement of health coverage costs for a line of duty death that occurs during a period of time when the agency is not a participating agency.

F. A participating agency that elects to participate in the trust fund shall be eligible for reimbursement of health coverage costs for a surviving spouse or children for a line of duty death that occurs on or after July 1, 2005, as long as annual premium payments are current.

G. The provisions found in Utah Administrative Rule R698-8 govern this agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Payment of Annual Premiums. The participating agency agrees to pay an annual premium as established by the Local Public Safety and Firefighter Surviving Spouse Trust Fund Board of Trustees. The annual premium shall be based upon the number of members employed by the participating agency, and shall be submitted by the participating agency no later than June 30th each year to the Department of Public Safety Attn. Trust Fund, PO Box 141775, Salt Lake City UT 84114.

2. Eligible Members. The participating agency agrees to furnish to the Department of Public Safety, Attn. Trust Fund annually, with payment of the annual premium, the number of eligible members for whom an annual premium is being paid as of March 31st. The participating agency expressly authorizes the Utah Retirement Systems (URS) to provide to the Utah Department of Public Safety or the Local Public Safety and Firefighter Surviving Spouse Trust Fund Board of Trustees aggregate totals of the participating agency's active employees participating in a retirement system under Utah Code Title 49, Utah State Retirement and Insurance Benefit Act covering public safety and firefighter members, as

requested for auditing purposes. Premiums paid by an agency for members who are not eligible for reimbursement from the fund are non-refundable.

3. Reimbursement of Shared Costs. The Commissioner agrees to reimburse the participating agency on an annual basis for the costs of health coverage for an eligible surviving spouse and children from the Local Public Safety and Firefighter Surviving Spouse Trust Fund. A request for reimbursement of health coverage costs shall be submitted to the Department of Public Safety, Attn. Trust Fund by June 30th of each year on a form approved by the Board, in addition to a statement provided by the group health plan that includes the agency's cost for health coverage for the surviving spouse and children of the fallen officer.

4. Books and Records. The Department of Public Safety shall maintain appropriate and accurate books of account and records relating to eligible members, annual premiums paid by a participating agency and reimbursement of health coverage costs from the Local Public Safety and Firefighter Surviving Spouse Trust Fund under this Agreement, and such books of account and records shall be accessible for inspection by representatives of the participating agency at any time during normal business hours. Except in the ordinary course of business of the Department of Public Safety shall use reasonable efforts to keep confidential any and all information they may obtain from time to time in connection with the services they render under this Agreement.

5. Term. This Agreement shall commence on the Effective Date and shall be coterminous providing that annual premiums are kept current by the participating agency.

6. Binding Nature of Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto as provided in this Agreement.

7. Entire Agreement. This Agreement contains the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. This Agreement may not be modified or amended other than by an agreement in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Commissioner Keith D. Squires

Utah Department of Public Safety/
Local Public Safety and Firefighter
Surviving Spouse Trust Fund Board,
Chair

By: _____

Agency Administrator, Title

Chief of Police

Agency

CENTERVILLE P.D.

By: _____

