

THIS AGENDA IS SUBJECT TO CHANGE WITH MINIMUM 24 HOURS NOTICE



JOINT AGENDA OF UNIFIED FIRE SERVICE AREA AND LOCAL BUILDING AUTHORITY OF THE UFSA

August 20, 2024, 8:30 a.m.

(or immediately following the UFA Board meeting, if after 8:30 a.m.)

NOTICE IS HEREBY GIVEN THAT THE UNIFIED FIRE SERVICE AREA BOARD OF TRUSTEES AND THE BOARD OF DIRECTORS OF THE LOCAL BUILDING AUTHORITY OF THE UNIFIED FIRE SERVICE AREA SHALL ASSEMBLE BOTH ELECTRONICALLY AND IN-PERSON FOR A MEETING AT UFA HEADQUARTERS LOCATED AT 3380 SOUTH 900 WEST, SALT LAKE CITY, UT 84119

THE PUBLIC MAY ATTEND IN-PERSON OR ELECTRONICALLY VIA ZOOM WEBINAR AT:

<https://zoom.us/j/98255960431?pwd=VW9iWk1KQ0JYTl9lSDIxMS96KzZXZz09>

Password: 123911

1. Call to Order – Chair Hull
2. Public Comment
Please limit comments to three minutes each and be germane to the agenda items or UFSA/LBA business. The UFSA/LBA Board typically will not engage directly but may direct staff to address comments following the meeting.
There are three options for comments during this meeting:
 - a. In-Person.
 - b. Live during the Webinar by logging in as described above. If you wish to make a comment, select the “Raise Hand” button at the bottom of the screen. You will then be added to the queue and invited to speak.
 - c. Email: Public comments will be accepted prior to the meeting via email at publiccomment@unifiedfire.org until 7:00 a.m. August 19, 2024. Emailed comments submitted prior to 7:00 a.m. August 19, 2024, will be read or summarized into the record, comments received after the deadline will be forwarded to the UFSA/LBA Board, but not read into the meeting record or addressed during the meeting.
3. Approval of Joint UFSA/LBA Minutes – Chair Hull
 - a. July 16, 2024
4. Finance Committee (Next meeting 8/26/24) – Chair Overson
5. Amendment to Sandy City Interlocal Agreement – DA Anderson
6. Consider Resolution 08-2024A Adopting the UFSA Tax Increment Finance Policy – DA Anderson
7. District Administrator Report – Rachel Anderson
 - a. UASD Annual Convention: November 6-8, 2024 Davis Conference Center

8. Possible Closed Session

The Unified Fire Service Area or Local Building Authority of the UFSA may temporarily recess the meeting to convene in a closed session to discuss the character, professional competence, or physical or mental health of an individual, pending or reasonable imminent litigation, and the purchase, exchange, or lease of real property, as provided by Utah Code Annotated §52-4-205 or for attorney-client matters that are privileged pursuant to Utah Code § 78B-1-137, and for other lawful purposes that satisfy the pertinent requirements of the Utah Open and Public Meetings Act.

- a. the character, professional competence, or physical or mental health of an individual
- b. pending or reasonable imminent litigation
- c. the purchase, exchange, or lease of real property as provided by Utah Code Annotated §52-4-205.

(If only discussing topic (A), character, etc., then you may move to not record that portion of the closed session per Utah Code § 52-4-206 (6).)

Re-Open the Meeting

9. Adjournment – Chair Hull

**The next Board meeting will be held September 17, 2024, at 8:30 a.m. both electronically and at
UFA Headquarters located at 3380 South 900 West, Salt Lake City, UT 84119**

THE PUBLIC IS INVITED TO PARTICIPATE IN ALL UFSA MEETINGS.

In accordance with the Americans with Disabilities Act, UFSA will make reasonable accommodation for participation in the meetings. Please call the clerk at least three working days prior to the meeting at 801-743-7213. Motions relating to any of the foregoing, including final action, may be taken at the meeting. This meeting will also be held electronically to allow members of the UFSA/LBA Boards to participate. This agenda is subject to change with a minimum 24-hour notice.

CERTIFICATE OF POSTING

The undersigned, does hereby certify that the above agenda notice was posted on this 19th day of August 2024, on the UFSA bulletin boards, the UFSA website <http://unifiedfireservicearea.com>, posted on the Utah State Public Notice website <http://www.utah.gov/pmn/index.html> and was emailed to at least one newspaper of general circulation within the jurisdiction of the public body.

Cynthia Young, UFSA Board Clerk

**JOINT UNIFIED FIRE SERVICE AREA AND
LOCAL BUILDING AUTHORITY OF THE UFSA
Meeting Minutes**

Meeting held at UFA Headquarters and electronically via ZOOM

Board Members Present

Council Member Tyler Huish
Council Member Kathleen Bailey
Council Member Trish Hull
Mayor Dan Knopp

Council Member Catherine Harris
Mayor Kristie Overson
Mayor Marcus Stevenson
Mayor Tom Westmoreland

Board Members Absent

Surveyor Reid Demman
Mayor Jeff Silvestrini
Council Member Chrystal Butterfield

Council Member Sheldon Stewart
Mayor Roger Bourke

Staff

Chief Dominic Burchett
Tony Hill, UFA CFO
Rachel Anderson, UFSA Legal Counsel/District Administrator
Cyndee Young, UFSA Clerk

Guests

AC Dern
AC Pilgrim
AC Robinson
Anthony Widdison
Bill Brass
Brad Larson
Braden Ellingson
Bryan Case
Calogero Ricotta
Casey Bowden
Chandler Kingsbury
Courtney Samuel
Eric Holmes
Eric Van Duren
Erica Langenfass
Gavin Pate

John Harris
Jon Wilde
Kate Turnbaugh
Kelli Laing
Kelly Bird
Kelly Millard
Ken Aldridge
Kiley Day
Kiyoshi Young
Krystal Griffin
Laili Couper
Lana Burningham
Lee Ascarte
Mike Greensides
Mike Swenson
Molly McClellan

Molly Swenson
Nile Easton
OC Russell
Paul Larsen
Rachel Anderson
Scott McNeil
Shelli Fowlks
Station 101
Steve Prokopis
Steve Quinn
Tara Behunin
Tawnee McCay
Val Greensides

.....
Vice Chair Rin Harris Presided
.....

Prior to the UFSA/LBA Board Meeting, following the UFA Board Meeting, a preview of a new ambulance and engine for Station 125 took place. Notice was posted and neither Board took any action.

Called to Order

Vice Chair Harris called the meeting to order at 8:34 a.m. Quorum present.

Public Comment

None.

Public comment was available live and with a posted email address.

Approval of Joint UFSA and LBA Minutes – Vice Chair Harris

Mayor Overson moved to approve the minutes from the June 18, 2024, Joint UFSA LBA Board Meeting as submitted.

Mayor Knopp seconded the motion.

All voted in favor, none opposed.

Finance Committee – Vice Chair Harris

The next meeting takes place August 26, 2024. The main topic is the 2025 budget, in preparation for discussion at the September 17, 2024 UFSA/LBA Board Meeting.

Fire Station Construction Budget Update – CFO Hill

CFO Hill presented the final budget and expenditures and the remaining amount in the bond. In answer to a question from Mayor Overson regarding the unencumbered \$4.2M that was slated for use on Station 112, it was moved to a tax exempt government security. It will continue to earn interest until a decision on the future of Station 112 is made.

Quarterly Financial Report – CFO Hill

CFO Hill discussed the midpoint quarterly report. As a reminder, property taxes are not realized until the end of the calendar year. Impact Fees are tracked throughout the year and are coming in as expected. No questions.

Mayor Overson moved to approve the quarterly financial report including the list of expenditures for the last quarter as presented.

Mayor Knopp seconded the motion.

Roll call vote taken.

Tax Increment Finance Policy – DA Anderson

DA Anderson explained that this policy was brought before the board years ago, but after a lot of discussion, was not adopted. DA Anderson provided a refresher on tax increment financing for new Board Members. Explained was that this is a tool that is used by cities and municipalities to offer incentives to developers who would otherwise develop in their areas. All entities who impose a property tax agree, via interlocal agreement, to give up a percentage of taxes on new growth for a certain amount of years. Policies are becoming more common and work to provide a guideline and the framework for factors to consider for Boards presented with these requests.

Council Member Bailey remembers that this possibly stalled due to inequity issues for percentages. DA Anderson explained that requests are entertained as they are submitted, the percentage requests vary and are determined by the entity. The amount requested will not be consistent between entities and all projects have different weights when it comes to impacts to response from UFA crews.

DA Anderson feels that this shouldn't be a problem in the adoption of the policy. It is valuable to have a tool to help guide the Board on what to look for and for entities requesting the tax increment, it will help them be prepared to answer questions that may come from the Board.

This will be brought back for approval consideration at the August 20, 2024, UFSA/LBA Board Meeting.

District Administrator Report – Rachel Anderson

Nothing to report.

Closed Session

None

Motion to Adjourn – Vice Chair Harris

Mayor Knopp moved to adjourn the July 16, 2024, Joint UFSA/LBA Board Meeting.

Council Member Huish seconded the motion.

All voted in favor, none opposed.

INTERLOCAL AGREEMENT – AMENDMENT NO. 1

THIS AMENDMENT, made effective as of _____, 2024, between SANDY CITY, a municipal corporation of the State of Utah (the “City”), and UNIFIED FIRE SERVICE AREA, a special district in the State of Utah (the “UFSA”), amends the parties’ INTERLOCAL AGREEMENT FOR DELIVERY OF FIRE PROTECTION SERVICES, effective as of July 1, 2020 (the “Agreement”), attached as Exhibit “A”.

WHEREAS, the City and the UFSA desire to amend the Service Delivery Area (“Service Delivery Area” or “Area”) to provide the most efficient fire protection service within the amended Area;

WHEREAS, Effective May 1, 2024, White City Metro Township became a City known simply as White City, and the Parties desire to recognize that change in the Agreement; and

WHEREAS, the Agreement may be amended pursuant to paragraph 9 of the Agreement by a written amendment signed by both parties;

NOW, THEREFORE, in consideration of the mutual promises of the parties contained in this AMENDMENT and the on-going promises of the Agreement, the parties agree as follows:

1. All references in the Agreement to “White City Metro Township” are hereby amended to say “White City.”
2. The City and the UFSA agree to include in the Service Delivery Area the E Oberland Rd and the S Big Willow Ct. Therefore, for purposes of the Agreement and by this Amendment, the last sentence of Recital “C” of the Agreement shall be amended and restated to say: “For the purposes of this agreement, the Service Delivery Area shall always mean White City, all unincorporated Salt Lake County areas within the boundaries of the City at any given time, and E Oberland Rd and S Big Willow Ct.” A depiction of this additional service area is attached as Exhibit “B” and incorporated herein.
3. The remaining terms of the Agreement shall be unchanged.

In WITNESS WHEREOF, the parties execute and approve this AMENDMENT to be effective as of the date set forth above.

SANDY CITY

By: _____
Mayor

ATTEST:

Approved as to legal form:

City Recorder

Senior Civil Attorney

UNIFIED FIRE SERVICE AREA

By: _____
Rachel S. Anderson, District Administrator

ATTEST:

Title: _____

Approved as to legal form:

UFSA Attorney

INTERLOCAL AGREEMENT FOR DELIVERY OF FIRE PROTECTION SERVICES

This agreement is entered into between SANDY CITY, a municipal corporation and political subdivision of the state of Utah ("City"), and the UNIFIED FIRE SERVICE AREA, a local district and political subdivision of the state of Utah ("UFSA").

A. The City and UFSA are public agencies and therefore authorized under the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101, et seq., to enter into agreements with each other which enable them to make the most efficient use of their powers.

B. UFSA is a local district created to provide fire and emergency medical services within its jurisdictional boundaries. It is a member of the Unified Fire Authority ("UFA"), an interlocal entity that provides fire and emergency medical services to its members. UFSA funds its participation in UFA through property taxes collected in its service area.

C. The White City Metro Township as well as certain unincorporated Salt Lake County areas exist as islands or pockets within the boundaries of the City (the "Service Delivery Area" or "Area"). This Area is part of UFSA's service area, and is taxed by UFSA. The Service Delivery Area may change from time to time if Sandy City or other municipalities annex any of the unincorporated islands or pockets. For the purposes of this agreement, the Service Delivery Area shall always mean the White City Metro Township as well as all unincorporated Salt Lake County areas that exist within the boundaries of the City at any given time.

D. The City and UFSA have independently reviewed the service delivery requirements for the Service Delivery Area and have determined that the most efficient fire protection service delivery can be provided by the City, because of the City's closer proximity to the Service Delivery Area and because of the isolated nature of the Area from the UFA service delivery facilities;

E. The City is able to provide to the Service Delivery Area fire protection services and emergency medical services, including paramedic and ambulance services, (collectively, "Fire Protection Services"). Fire Protection Services shall also include cause and origin investigations and shall also mean standard fire suppression response meeting all current National Fire Protection Association Standards ("NFPA"), as may be amended from time to time. The City holds the Utah State license to provide ambulance services within the Service Delivery Area. The City and UFSA hereby declare that the public health, safety, welfare, and convenience of the Service Delivery Area residents and businesses will be improved by having the City provide Fire Protection Services.

F. The City has historically contracted with either the UFA or Salt Lake County to provide Fire Protection Services to the Service Delivery Area, with the last agreement being dated December 31, 2009 with an effective date of January 1, 2010, with an effective term of ten years and subsequently extended to June 30, 2020 (the "2009 Interlocal Agreement"). The

City and UFSA (having determined that the UFSA, rather than UFA, is the more proper entity to enter this contract) desire to continue this cooperative effort to provide Fire Protection Services within the Service Delivery Area.

G. The UFSA is willing to make payment to the City for the Fire Protection Services identified in this agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. **Fire Protection Services to be Provided by the City.** The City agrees to perform Fire Protection Services in the Service Delivery Area. UFSA, in coordination with the UFA, shall have its dispatch center forward calls for Fire Protection Services in the Service Delivery Area to the City. Fire Protection Services shall be performed from one or more of the City's five fire stations (each of which provides service response to approximately four square-miles). The City shall provide its own personnel and equipment necessary to perform the required services.

2. **Payment.** UFSA shall pay the City 85% of all property taxes collected in the Service Delivery Area annually for the Fire Protection Services provided by this agreement. UFSA will receive the taxable value data near the end of April or early May each year, and will promptly notify the City of an approximate calculation of the payment for the next 12 months, to aid in the City's budgeting process. UFSA will provide to the City the final, accurate payment calculation after it adopts its tax rate in mid-June. The City will send a request for payment to UFSA for two semi-annual payments. The first request for payment (one-half the final payment calculation) shall be made in July and the second (one-half the final payment calculation) in January, based on the calculation of payment provided by UFSA. Payment will be due to the City within thirty days of UFSA's receipt of the request for payment. In the event that the agreement is terminated for any reason prior the end of the period for which a payment has been made by UFSA under this section, then the City will reimburse so much of the money as is due the UFSA pursuant to the following formula.

<i>Number of days</i>	<i>X</i>	<i><u>Amount of money paid by the UFSA for that year's services</u></i>
<i>remaining from the date</i>		<i>365 Days</i>
<i>of termination until the</i>		
<i>end of the payment year</i>		

3. **Effective Date and Duration.** The effective date for commencement of the delivery of services under the provision of this agreement shall be July 1, 2020, which is the day after the 2009 Interlocal Agreement will expire. Unless otherwise terminated, this agreement shall continue for a period of ten years. Either party may terminate this agreement for any reason by giving notice one year prior to the date of termination. The City's obligation to provide Fire Protection Services shall cease as to any portion of the Service Delivery Area which is subsequently incorporated or annexed as provided by law (except for annexations into the

White City Metro Township) upon annexation or incorporation. No adjustment to the USFA's payment shall be made until the year following any such annexation or incorporation.

4. **Response to Service Delivery Complaints.** The City shall be responsible for receiving and responding to any service delivery questions or complaints for those services it provides to the Service Delivery Area under the terms of this agreement. In the event UFSA or UFA receives complaints concerning the Service Delivery Area, it shall forward the complaints to the City.

5. **Right of the City to Direct Employees and Establish Performance Standards.** The City shall have the exclusive right to direct and discipline City employees, establish and implement standards of performance, and control all matters incident to the performance of the Fire Protection Services delivered by the City under this agreement, including all necessary equipment, labor, and materials.

6. **Quarterly Report.** On a quarterly basis, the Sandy City Fire Chief shall report to the White City Metro Township, in coordination with the UFA Liaison to the White City Metro Township, the incidents and response times to the White City Metro Township.

7. **No Agency Relationship.** The relationship between UFSA and the City shall not be construed as a joint venture, partnership, or principal-agent relationship, and under no circumstances shall any of the employees of one party be deemed to be employees of the other party for any purpose. This agreement shall not be construed as authority for either party to act for the other in any agency or any other capacity, except as expressly set forth in this agreement.

8. **No Third-Party Reliance.** This agreement is for the benefit of the City and the UFSA only, and is not intended to create any right, privilege, or cause of action in any third party, which claim is expressly denied.

9. **Entire Agreement.** This agreement constitutes the entire agreement between the parties, and no other promises or understandings, express or implied, shall be binding upon the parties. No amendments to this agreement shall be effective unless made in writing and signed by the parties. This agreement will not affect any current contract or interlocal or mutual aid agreement in place.

10. **Indemnification.** The City and UFSA are governmental entities under the Governmental Immunity Act. Consistent with the terms of the Act, and as provided therein, it is mutually agreed that each party is responsible and liable for its own wrongful and negligent acts which are committed by its own agents, officials, or employees. Neither party waives any defenses otherwise available under the Act nor does any party waive any limits of liability currently provided by the Act. The parties agree to indemnify each other and hold each other harmless from any damages or claims for damage occurring to persons or property as a result of the negligence or fault of their own officers, employees, or agents involved in the matter

pertaining to this agreement. The parties agree to indemnify, defend, and hold each other harmless from all damages, costs, or expenses in law or equity, including attorneys' fees, that may at any time arise or be set up because of damage to property, bodily injury, or death as a result of the negligence or fault of their own officers, employees, or agents involved in the matter pertaining to this agreement. The parties further agree to notify each other of any claims or actions under which one party may have to indemnify the other within thirty (30) days of receiving such claim or action.

11. Interlocal Cooperation Act. In satisfaction of the requirements of the Interlocal Cooperation Act in connection with this agreement, the parties agree as follows:

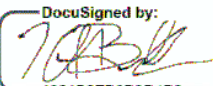
- a. This agreement shall be authorized by a resolution of the legislative body of each party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Interlocal Cooperation Act;
- b. This agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party pursuant to and in accordance with the Section 11-13-202.5 of the Interlocal Cooperation Act;
- c. A duly executed original counterpart of this agreement shall be filed immediately with the keeper of records of each party pursuant to Section 11-13-209 of the Interlocal Cooperation Act;
- d. To the extent that any administration of this agreement is necessary, then the UFSA District Administrator and the Sandy City Fire Chief, or their designees, shall constitute a joint board for such purpose, pursuant to Section 11-13-207 of the Interlocal Cooperation Act and, to the extent necessary, voting will be based upon one vote per party and not weighted, pursuant to Section 11-13-206(1)(g);
- e. This agreement does not create a separate entity and no joint budget will be established or maintained. Additionally, no real or personal property will be acquired, held, or disposed of or used in the joint or cooperative undertaking, except as otherwise expressly described herein.

IN WITNESS WHEREOF, the parties do execute this agreement as of the dates set forth below, but effective as of the effective date stated in Section 3.

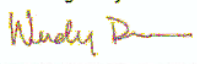
Signatures appear on next page.



SANDY CITY

DocuSigned by:
By 
182483E86D9D4B3...
Mayor Kurt Bradburn

Date: 5/27/2020

ATTEST:
DocuSigned by:

688E7E8272014B1...
City Recorder

APPROVED AS TO LEGAL FORM:
DocuSigned by:

35B881F1CB8C445...
City Attorney

UNIFIED FIRE SERVICE AREA

By 
Ifo Pili, District Administrator

Date: 5/1/2020

ATTEST:
Cynthia
Young
Digitally signed by
Cynthia Young
Date: 2020.05.11
13:15:25 -06'00'
Cyndee Young, District Clerk

APPROVED AS TO LEGAL FORM:

Rachel S. Anderson, UFSA legal counsel

RESOLUTION No. 04-2020C

DATE: April 21, 2020

RESOLUTION OF THE UNIFIED FIRE SERVICE AREA BOARD APPROVING THE INTERLOCAL AGREEMENT WITH SANDY CITY FOR DELIVERY OF FIRE PROTECTION SERVICES

WHEREAS, the Board of Trustees of the Unified Fire Service Area (the "Service Area") desires to approve the Interlocal Agreement with Sandy City Regarding for Delivery of Fire Protection Services.

NOW, THEREFORE, be it resolved and enacted by the Board of Trustees the Unified Fire Service Area as follows:

1. That the Interlocal Agreement with Sandy City Regarding for Delivery of Fire Protection Services (the "Agreement") be adopted and approved and that Ifo Pili, District Administrator of the Service Area, be authorized to execute and deliver the Agreement on behalf of the District.
2. That the keeper of the records of the Service Area is authorized and instructed to keep an executed copy of the Agreement as part of the Service Area's records.
3. That this Resolution has been placed on the agenda and this action is taken by the Service Area in compliance with the Utah Open and Public Meetings Act.
4. That this Resolution shall take effect immediately upon its passage, but the effective date of the Agreement shall be the date stated therein or the date as determined by application of the Interlocal Cooperation Act, Title 11, Chapter 13, of the Utah Code.

Passed by the Board of Trustees of the Unified Fire Service Area this 21st day of April, 2020.

**BOARD OF TRUSTEES
UNIFIED FIRE SERVICE AREA**

By: Kristi S. Owe
Chair or Vice-Chair

ATTEST:
Cynthia
Young

Digitally signed by
Cynthia Young
Date: 2020.04.30
12:32:17 -06'00'

Cynthia Young, Clerk
4815-8830-1498, v. 1

RESOLUTION 20-12C

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN SANDY CITY AND THE UNITED FIRE SERVICE AREA FOR DELIVERY OF FIRE PROTECTION SERVICES

BE IT KNOWN AND REMEMBERED that the City Council of Sandy City, State of Utah, finds and determines as follows:

WHEREAS, the Unified Fire Service Area (“UFSA”) is a member of the Unified Fire Authority (“UFA”) and a local district created to provide fire and emergency medical services to certain areas, including the White City Metro Township and unincorporated Salt Lake County islands or pockets located within the boundaries of Sandy City; and

WHEREAS, Sandy City and the UFSA have reviewed the UFSA’s service delivery requirements for the White City Metro Township and unincorporated Salt Lake County islands or pockets within Sandy City and have determined that the most effective fire and emergency medical service delivery could be provided by the City, because of the City’s closer proximity to the service delivery area and the isolated nature of the area from the UFA’s service delivery facilities; and

WHEREAS, Sandy City and UFSA hereby agree that the public health, safety, welfare, and convenience of the service delivery area residents and business will be improved by having Sandy City provide fire and emergency medical services; and

WHEREAS, the attached Interlocal Agreement has been prepared to accomplish such purpose.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Sandy City, Utah:

1. It does hereby approve the attached Interlocal Agreement described as an Interlocal Agreement between Sandy City and Unified Fire Service Area for delivery of fire protection services, as defined in the agreement.
2. The Hon. Kurt Bradburn, Mayor of Sandy City, is hereby authorized to

execute the agreement on behalf of Sandy City Corporation and to act in accordance with its terms.

DATED this ____ day of _____, 2020.

Kristin Coleman-Nicholl, Sandy City Council

ATTEST:

City Recorder

RECORDED this ____ day of _____, 2020.

Contract Submission Form

Use this form to submit contracts to the City Recorder's Office



Date 5/11/2020

Target Date * Date targeted for Mayor's final signature
5/18/2020

Contract Sponsor Name * Bruce Cline

Submitter Name Wendy Downs

Department * Fire

Vendor Name * Unified Fire Authority

Vendor Contact Email

Summary of Contract * Interlocal Agreement for Delivery of Fire Protection Services

Term of Contract 10 years

Renewable ☒ Yes
☐ No

Contract Expiration Date 6/30/2030

\$ Amount

GL Code

Formal Bid? * ☐ Yes
☐ No
☒ N/A

Insurance Certificate Attached * ☐ Yes
☐ No
☒ N/A

Payment and Performance Bond Attached * ☐ Yes
☐ No
☒ N/A

City Council Resolution required * ☒ Yes
☐ No
☐ N/A

Additional Notes

Contract	UFA Fire Protection Services Agreement_UFA Resolution.pdf	3.84MB
Department Head Initial Approval *	As the Department Head, I approve this for routing ☒ Approved ☐ Not Approved	
City Recorder's Office *	City Recorder's Office has logged this agreement ☒ Approved ☐ Not Approved	
Corrected Contract		
Comments from Legal Review		
Legal Approval *	to legal form ☒ Approved ☐ Reject	
Comments for Approval	Approved as to Legal Form	
Comments from Risk Management		
Risk Approval *	☒ Approved ☐ Reject	
Comments for Approval		
Comments from Purchasing		
Purchasing Approval *	☒ Approved ☐ Reject	
Comments from Finance		
Finance Approval *	☒ Approved ☐ Reject	
Final Department Head Approval *	☒ Approved ☐ Reject	

**RESOLUTION OF THE UNIFIED FIRE SERVICE AREA BOARD ADOPTING THE
UFSA TAX INCREMENT FINANCE POLICY**

WHEREAS, the Unified Fire Service Area (the "Service Area") desires to adopt a new Tax Increment Finance Policy, attached hereto as Exhibit "A"; and

NOW, THEREFORE, be it resolved by the Board of Trustees of the Unified Fire Service Area as follows:

1. That the District adopt the Tax Increment Finance Policy attached as Exhibit "A."
2. That any prior Policies relating to the same subject or other enactment of the District in conflict with the above paragraph be and hereby is repealed.
3. That this Resolution shall take effect immediately upon its passage, with the new Personal Use and Facility Use Policy stated in paragraph 1 to be effective immediately.

Passed and approved by the Board of Trustees of the Unified Fire Service Area this 20th day of August, 2024.

UNIFIED FIRE SERVICE AREA

Trish Hull, Board Chair

ATTEST:

Cynthia Young, Clerk

Exhibit "A"
Copy of Tax Increment Finance Policy

UNIFIED FIRE SERVICE AREA POLICIES AND PROCEDURES

Chapter 10 – Tax Increment Finance Agreement Policy

I. POLICY BACKGROUND

- A. The Board of Trustee's (the "Board's") primary focus and responsibility is providing funding for fire and paramedic-related services and for building and maintaining fire stations in its service area. The Board values partnering with county and municipal entities and entering into formal agreements to develop environments which strengthen neighborhoods and communities.
- B. The Board recognizes that county and municipal governmental entities within the UFSA have a responsibility to appropriately plan for and encourage balanced development and/or redevelopment to sustain economic growth and establish a firm tax-base within their jurisdictions. The Board acknowledges balanced development and/or redevelopment benefits the communities that the UFSA and the UFA serves.
- C. The Board recognizes it may be requested by county or municipal governmental entities to participate in tax increment financing project agreements. The Board recognizes its responsibility to analyze the UFSA's participation and interest in tax increment financing projects for the benefit of the UFSA and its residents. The Board is committed to reviewing considerations for tax increment financing project agreements prior to approval by the Board.

II. DEFINITIONS

- A. **Tax Increment Financing**: A public financing tool that is used as a subsidy for redevelopment by diverting a portion of possible future tax revenue stemming from new growth to help finance development and incentivize private development for project areas within a county or municipal jurisdiction. Project areas are created by municipal/county redevelopment agencies or community reinvestment agencies through the adoption of an ordinance or resolution by the local governing body.
- B. **Agency or Community Reinvestment Agency**: A separate body corporate and politic, created under Section 17C-1-201.5 or as a redevelopment agency or community development and renewal agency under previous law: (a) that is a political subdivision of the state; (b) that is created to undertake or promote project area development as provided in that title; and (c) whose geographic boundaries are coterminous with: (i) for an agency created by a county, the unincorporated area of the county; and (ii) for an agency created by a municipality, the boundaries of the municipality.

UNIFIED FIRE SERVICE AREA POLICIES AND PROCEDURES

Chapter 10 – Tax Increment Finance Agreement Policy

III. REVIEW OF TAX INCREMENT FINANCING AGREEMENT

- A. **Executive Team Review:** A tax increment financing agreement will be reviewed, at a minimum, by the UFSA District Administrator, Legal Counsel, Chief Financial Officer, and Board Chair prior to placement on a Board Agenda. Legal Counsel will review the agreement for legal compliance and may propose changes to the proposed agreement to the requesting entity prior to Board review. Others on the executive team will review the agreement to analyze the impact on the UFSA and regarding whether participation is in the best interests of the UFSA. Further information may be requested from the requesting entity.
- B. **Considerations:** The executive team and Board will review a list of considerations for approving a tax increment financing project to determine whether it is in the best interest of the UFSA to approve the request. Financial and other considerations, in light of how these considerations would affect UFSA, may include, but are not limited to:
1. Whether the project grows the commercial tax base within a portion of the UFSA.
 2. Whether a dollar cap will be placed on the UFSA's contribution to the Project.
 3. Whether the project reflects a lower term (years of increment) for higher percent of increment given (e.g. 10-year term at 90% participation; 15-year term at 80% participation; 20-year term at 60% participation).
 4. Whether the project increases the assessed valuation while minimizing impact on services required (what would be the expected impact on necessary UFSA services).
 - ~~5. Whether the project requests a higher percentage of increment contribution from the municipality than from the UFSA.~~
 5. Whether the terms requested of UFSA (participation length, participation percentage, participation cap, etc.) differ from the municipality or any of the other participating taxing entities.
 6. Whether the project provides the UFSA additional financial benefit beyond what other taxing entities receive (e.g. land, dollars, percent increment, mitigation payment, etc.).

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7. Whether the project demonstrates current and future economic benefit for the UFSA.

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8. Whether the project emphasizes multi-story office, industrial, hotel, or retail development, and how such development might affect the UFSA.
9. How soon the tax increment funding is triggered after agreement.
10. Whether the project has support of other taxing entities.
11. Whether the term period of the funding request does not exceed twenty years.
12. Performance of the municipality's or county's previous tax increment projects.

13. The likelihood of the project's development without District participation.

~~13.~~14. The level of support from the municipality and other taxing entities.

- C. **Approval:** Approval of a tax increment financing agreement request must be given by the UFSA Board at a duly noticed public meeting. The considerations listed in Section III.B. are to be seen as guidelines only, and not mandatory. There is no "standard" agreement, and each request must be taken on a case by case basis.

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