

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

March 18, 2025, 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=VW9iWk1KQ0JYTj9lSDIxMS96KzZXZz09>

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 UFA 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. March 17, 2025. Emailed comments submitted prior to 7:00 a.m. March 17, 2025, 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. February 18, 2025
 4. Finance Committee (Next meeting 6/11/25) – Chair Overson
 5. Consideration of Resolution 03-2025A Authorizing the Issuance and Sale of up to \$36,000,000 Tax and Revenue Anticipation Notes; Authorizing Certain Officers to Approve the Final Terms and Confirm the Sale of Notes; and Providing for Related Matters – CFO Hill

6. Consider Resolution 03-2025B Approving the Assignment of the Magna Main Street Community Development Project Area Tax Increment for Unified Fire Service Area – District Administrator Anderson

7. District Administrator Report – Rachel Anderson

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

Open and Public Meeting Training will take place following the April 15, 2025, UFA Board Meeting for both the UFA and UFSA Board Members

The next Board meeting will be held April 15, 2025, 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 17th day of March 2025, 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

Mayor Dan Knopp
Council Member Sheldon Stewart
Council Member Catherine Harris
Mayor Jeff Silvestrini

Council Member Chrystal Butterfield
Mayor Kristie Overson
Assessor Chris Stavros
Mayor Dustin Gettel

Board Members Absent

Council Member Kathleen Bailey
Council Member Tyler Huish
Mayor Tom Westmoreland

Council Member Trish Hull
Mayor Roger Bourke

Staff

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

Guests

AC Pilgrim
AC Robinson
Aaron Whitehead
Anthony Widdison
Nate Bogenschutz
Embret Fossum
Ben Reeves
Bill Brass
Bryan Case
Chris Cawley
Coralee Moser
Courtney Samuel
Dan DeVoogd
Erica Langenfass
Evan VanDuren

Gary Davis
Jared Gerber
Jay Torgersen
Jeremy Robertson
Kate Turnbaugh
Kelly Millard
Kenneth Aldridge
Kiley Day
Kiyoshi Young
Krystal Griffin
Lana Burningham
Mike Greensides
Molly McClellan
Molly Swenson
Nile Easton

OC Russell
Patrick Costin
Rob Ayres
Sam Christensen
Shelli Fowlkes
Sherri Jackson, Millcreek
Station 102
Station 115
Station 121
Station 111
Steve Prokopis
Tara Behunin
Tony Barker
Val Greensides
Wade Watkins

.....
Vice Chair Catherine Harris Presided
.....

Called to Order

Vice Chair Harris called the meeting to order at 9:01 a.m. Quorum present.

Public Comment

None.

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

Administer Oath of Office for New Board Member – Clerk Young

Midvale Mayor Gettel and SLCo Assessor Stavros completed their oath.

Annual Board Member Requirements – District Administrator Anderson

District Administrator Anderson provided an overview of the UFSA Ethics Policy & Act, the Conflict of Interest, and the new board member training requirements.

Approval of Joint UFSA and LBA Minutes – Vice Chair Harris

Mayor Silvestrini moved to approve the minutes from the January 21, 2025, Joint UFSA LBA Board Meeting as submitted.

Mayor Gettel seconded the motion.

All voted in favor, none opposed.

Consider Resolution 02-2025A Amending the Interlocal Agreement between Eagle Mountain Redevelopment Agency/Triple Tail CRA and Unified Fire Service Area – District Administrator Anderson

DA Anderson was notified that there was a typo on the agreement that was significant. They had put another entities “not to exceed number” and it was higher than what should have been for UFSA. It is in our benefit to approve this correction.

Mayor Silvestrini moved to adopt Resolution 02-2025A amending the Interlocal Agreement between Eagle Mountain Redevelopment Agency/Triple Tail CRA and Unified Fire Service Area as discussed. Mayor Gettel seconded the motion.

Roll call vote taken.

| | | | |
|-------------|---|--------------|---|
| Bailey | - | Hull | - |
| Bourke | - | Knopp | Y |
| Butterfield | Y | Overson | Y |
| Gettel | Y | Silvestrini | Y |
| Harris | Y | Stavros | Y |
| Huish | - | Stewart | Y |
| | | Westmoreland | - |

Approval of 2025 Wildland Fire Program Participation Commitment Between Utah Division of Forestry, Fire, and State Lands and UFSA – Legal Counsel Anderson/Division Chief Widdison

DC Widdison explained that the state pays for suppression costs on larger fires if UFA provides the risk education to communities. The reimbursement for this year is \$349,301, this \$135,000 increase is largely due to changes in the way FFSL calculates the 10-year fire suppression costs. DC Widdison explained that we make the in-kind contribution of mitigation and training work. This program model has been done for years; there is specific training for wildfires, the fuels crew does prevention, hosting of Firewise Days, and engaging in operational mitigation. This reimbursement covers the cost for wages, brush trucks and anything that increases our capacity.

Work that communities do also counts toward meeting this commitment. Vice Chair Harris noted that Emigration logged 10,000 hours of mitigation work by residents under the supervision of the UFA Wildland Division. Mayor Knopp of Brighton stated that the Cottonwood Canyon Foundation will fund fuels reduction crews which will also count toward the commitment.

Mayor Gettel moved to authorize the District Administrator to execute the 2025 Wildland Fire Program Participation Commitment Agreement.
Mayor Silvestrini seconded the motion.
All voted in favor, none opposed.

Finance Committee – Chair Overson
No meeting scheduled.

District Administrator Report – Rachel Anderson
Nothing to report.

Closed Session
None

Motion to Adjourn – Vice Chair Harris
Mayor Knopp moved to adjourn the February 18, 2025, Joint UFSA/LBA Board Meeting.
Mayor Overson seconded the motion.
All voted in favor, none opposed.

Salt Lake City, Utah
March 18, 2025

The Board of Trustees of the Unified Fire Service Area, Utah (the “Service Area”), held a regular meeting at the regular meeting place of the Board on Tuesday, March 18, 2025, at the hour of 8:30 a.m. The following members of the Board were present:

| | | |
|----------------------|----------------------|--------|
| Trish Hull | Magna City | Chair |
| Kathleen Bailey | Copperton | Member |
| Roger Bourke | Town of Alta | Member |
| Chrystal Butterfield | City of Kearns | Member |
| Dustin Gettel | Midvale City | Member |
| Catherine Harris | Emigration Canyon | Member |
| Tyler Huish | White City | Member |
| Dan Knopp | Town of Brighton | Member |
| Kristie S. Overson | City of Taylorsville | Member |
| Jeff Silvestrini | Millcreek City | Member |
| Chris Stavros | Salt Lake County | Member |
| Sheldon Stewart | Salt Lake County | Member |
| Tom Westmoreland | Eagle Mountain City | Member |

Also present:

| | |
|------------------|--|
| Dominic Burchett | Fire Chief |
| Tony Hill | Chief Financial Officer/Treasurer |
| Rachel Anderson | District Administrator and Legal Counsel |
| Cyndee Young | Clerk |

Absent:

The Chair stated that the meeting was called pursuant to notice for the purpose, among other things, of approval of the issuance of the Tax and Revenue Anticipation Notes, Series 2025 of the Unified Fire Service Area, Utah. Thereupon, the following resolution was introduced in written form, discussed in full, and pursuant to motion made by Trustee _____ and seconded by Trustee _____, adopted by the following vote:

AYE: _____

NAY: _____

The resolution is as follows:

RESOLUTION NO. 03-2025A

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF UP TO \$36,000,000 TAX AND REVENUE ANTICIPATION NOTES, SERIES 2025, IN ONE OR MORE SERIES, OF THE UNIFIED FIRE SERVICE AREA, UTAH, AND ENTERING INTO CERTAIN COVENANTS AND MAKING CERTAIN REPRESENTATIONS IN CONNECTION THEREWITH; GIVING AUTHORITY TO CERTAIN OFFICERS TO APPROVE THE FINAL TERMS AND PROVISIONS AND CONFIRM THE SALE OF THE NOTES WITHIN THE PARAMETERS SET FORTH IN THIS RESOLUTION; APPROVING A FORM OF NOTE PURCHASE AGREEMENT AND THE FORM OF NOTES; AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND RELATED MATTERS.

WHEREAS, there is an immediate and pressing need for raising funds in the amount of not more than \$36,000,000 for the fiscal year commencing January 1, 2025, until the payment of taxes for said fiscal year; and

WHEREAS, the Board of Trustees (the “Board”) of the Unified Fire Service Area, Utah (the “Service Area”), has determined to sell its Tax and Revenue Anticipation Notes, Series 2025, in one or more series (the “Notes”), for the purpose of meeting the current expenses of the Service Area for the fiscal year ending December 31, 2025, until the payment of taxes and receipt of other revenues for said fiscal year, and that such sum can be raised without incurring any indebtedness or liability in excess of the taxes or other revenues for the current fiscal year or exceeding any limit of debt imposed by the Constitution and statutes of the State of Utah; and

WHEREAS, there has been presented to the Board at this meeting a form of a Note Purchase Agreement attached hereto as Exhibit A to be entered into between the Service Area and a purchaser (the “Purchaser”) to be selected by the hereinafter defined Designated Officers (or such other named agreement with substantially similar terms (the “Note Purchase Agreement”); and

WHEREAS, the Board desires to authorize and approve the finalization and use of the Note Purchase Agreement and any other documents deemed necessary in marketing the Notes; and

WHEREAS, in order to allow flexibility in setting the pricing date of the Notes, the Board desires to grant to the Designated Officers the authority to approve the principal amount, interest rate, terms, and purchase price at which the Notes shall be sold, select the Purchaser, and execute a Terms Certificate, in the form attached hereto as Exhibit B, setting forth the final terms of the Notes, provided that such final terms do not exceed the parameters set forth in this Resolution;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Unified Fire Service Area, Utah, as follows:

Section 1. For the purpose of meeting the current expenses of the Service Area for the fiscal year beginning January 1, 2025, until the payment of taxes and other revenues of said fiscal year, the Service Area shall borrow the sum of not to exceed Thirty-Six Million Dollars

(\$36,000,000) and for that purpose as evidence of such indebtedness, shall issue to the Purchaser, a Note or Notes, in one or more series, and, subject to Section 2(a)(ii) below, bearing interest at the rate of not greater than six percent (6.0%) per annum from their dated date until paid. Said Notes shall be dated as of their date of delivery, shall be known as “Unified Fire Service Area, Utah Tax and Revenue Anticipation Notes, Series 2025,” and shall be due and payable no later than December 31, 2025, in lawful money of the United States of America at the office of the Chief Financial Officer of the Service Area in Salt Lake City, Utah, as paying agent. The Service Area shall deposit moneys into an account designated for the payment of the Notes at least two (2) weeks prior to their due date. Said Notes may be subject to redemption prior to maturity as determined by the hereinafter defined Designated Officers. Said Notes shall be represented by notes in denominations of \$100,000 and integral multiples of \$5,000 in excess thereof.

Section 2. (a) In addition to the parameters set forth in Section 1 above, there is hereby delegated to the Chair of the Board and the Chief Financial Officer of the Service Area (together the “Designated Officers”), subject to the parameters set forth in this Resolution, the power to determine the following with respect to the Notes, and the Designated Officers are hereby authorized to make such determinations:

(i) the series and principal amount of the Notes necessary to accomplish the purpose of the Notes set forth in Section 1 herein; provided, however, that the aggregate principal amount of the Notes shall not exceed \$36,000,000;

(ii) the interest rate of the Notes; provided, however, that the interest rate shall not exceed six percent (6.0%) per annum; and provided further that in no event shall the interest rate exceed twelve percent (12%) per annum in the event that the Service Area fails to timely pay interest or principal on the Note when due; and provided further that in the event that an action or inaction of the Service Area directly causes the interest payable with respect to the Note to be includable in gross income of the owners thereof for federal and State of Utah income tax purposes pursuant to a final, non-appealable ruling, the Service Area shall make the owners of the Note whole by paying interest on this Note at a rate not in excess of twelve percent (12%) per annum;

(iii) the final date when the Notes shall be due and payable; provided, however, that said date shall be no later than December 31, 2025;

(iv) the selection of the Purchaser for the Notes;

(v) the sale of the Notes to the Purchaser and the purchase price to be paid by the Purchaser for the Notes; provided, however, that the discount from par of the Notes shall not exceed two percent (2.0%);

(vi) the tax-exempt nature of the Notes; and

(vii) any other provisions deemed advisable by the Designated Officers not materially in conflict with the provisions of this Resolution.

(b) Upon pricing of the Notes by the Purchaser, the Designated Officers shall make the determinations provided above, and shall execute the Terms Certificate

containing such terms and provisions on behalf of the Board, which execution shall be conclusive evidence as to the matters stated therein.

Section 3. The Notes shall be delivered to the Purchaser in book-entry or certificated form, as may be determined, in substantially the following form:

UNITED STATES OF AMERICA
STATE OF UTAH
UNIFIED FIRE SERVICE AREA
TAX AND REVENUE ANTICIPATION NOTE, SERIES 2025

No. R - 1 \$ _____

| <u>Interest Rate</u> | <u>Original Issue Date</u> | <u>Maturity Date</u> | <u>[CUSIP]</u> |
|----------------------|----------------------------|----------------------|----------------|
| _____% | [April 1], 2025 | [December 18], 2025 | |

Registered Owner: [Purchaser]

Principal Sum: _____ AND NO/100 DOLLARS*****

Unified Fire Service Area, Utah (the “Service Area”), hereby acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner referenced above the sum of _____ Dollars (\$_____) in lawful money of the United States of America on December [18], 2025, at the office of the Chief Financial Officer of the Service Area in Salt Lake City, Utah, as paying agent and registrar or alternatively, the Registered Owner shall provide a written certificate (at no cost or expense to the Registered Owner hereof and in substantially the form attached hereto as Exhibit A) that this Note has been lost, stolen, mutilated or destroyed, with interest thereon at the Interest Rate per annum referenced above from and including the Original Issue Date until paid in full, payable at maturity. Interest on this Note shall be computed on the basis of a 360-day year consisting of twelve 30-day months. Provided however, that in the event that the Service Area fails to timely pay interest or principal on this Note when due the Interest Rate per annum will equal [__]% (the “Default Rate”); [and provided further that in the event that an action or inaction of the Service Area directly causes the interest payable with respect to the Note to be includable in gross income of the owners thereof for federal and State of Utah income tax purposes pursuant to a final, non-appealable ruling, the Service Area shall make the owners of the Note whole by paying interest on this Note at the rate of [_____] % per annum].

This Note is the “Unified Fire Service Area, Utah Tax and Revenue Anticipation Notes, Series 2025,” issued in the aggregate principal amount of _____ Dollars (\$_____) pursuant to Title 17B, Chapter 1, Section 103 and Chapter 2a, Part 9, Utah Code Annotated 1953, as amended, and applicable provisions of Title 11, Chapter 14, Utah Code Annotated 1953, as amended.

[This Note is not subject to redemption prior to maturity upon thirty (30) days advance written notice at a redemption price equal to the par amount of the Note to be redeemed plus accrued interest to the date of redemption.]

It is hereby covenanted, certified, recited, and declared that this Note is given in anticipation of the collection of taxes and other revenues to be levied and collected for the current fiscal year, in evidence of money borrowed to meet current expenses of the Service Area during said current fiscal year until payment of the taxes and other revenues for such year, that taxes and other revenues within the limit provided by law and sufficient to pay principal of and interest on this Note as the same falls due and, together with other budgeted revenues to be received during such fiscal year, sufficient to pay all budgeted maintenance and operation and other expenses of the Service Area for such fiscal year have been or will be levied and collected in such fiscal year on all taxable property within the Service Area and that sufficient moneys have been appropriated for the payment of the principal of and interest on this Note as the same shall fall due.

It is hereby certified, recited, and declared that the entire indebtedness of the Service Area hereby incurred is not in excess of seventy-five percent (75%) of the tax revenues and other revenues levied and collected by the Service Area for the fiscal year ended December 31, 2024, or ninety percent (90%) of the taxes and other revenues of the Service Area levied and collected or to be levied and collected for the current fiscal year, and that said indebtedness was and is contracted for the purpose for which said taxes and other revenues are levied and collected.

This Note shall be registered on the books of the Service Area to be kept for that purpose at the office of the Chief Financial Officer of the Service Area set forth above, such registration shall be noted hereon and this Note shall only be transferable upon said books at said office by the registered owner or by his duly authorized attorney. Such transfers shall be without charge to the owner hereof but any taxes or other governmental charges required to be paid with respect to the same shall be paid by the owner requesting such transfer as a condition precedent to the exercise of such privilege. Upon any such transfer, the Service Area shall execute and deliver in exchange for this Note a new registered Note (or alternatively, the Registered Owner hereof shall provide the Registrar with a written certificate at no cost or expense to the Registered Owner hereof and in substantially the form attached hereto as Exhibit A that this Note has been lost, stolen, mutilated or destroyed) registered in the name of the transferee in authorized denominations.

It is hereby certified, recited, and declared that all acts, conditions, and things essential to the validity of this Note exist, have happened, and have been done, and that every requirement of law affecting this Note has been duly complied with, and that this Note is within every debt and other limit prescribed by the Constitution and laws of the State of Utah. The Service Area hereby irrevocably pledges and agrees that it will use its powers to levy taxes on all taxable property within the limits of the Service Area and to collect other revenues for the fiscal year in which this Note is issued and to collect and properly allocate such taxes and other revenues provided for in such fiscal year to the prompt payment of principal and interest on this Note according to its terms.

IN WITNESS WHEREOF, the Unified Fire Service Area, Utah, by its Board of Trustees, has caused this Note to be manually signed by its Board Chair and attested by the manual signature of its Clerk and the seal of the Service Area to be affixed hereto as of _____, 2025.

UNIFIED FIRE SERVICE AREA, UTAH

(SEAL)

By: _____ (Do not sign)
Chair of the Board of Trustees

ATTEST:

By: _____ (Do not sign)
Clerk

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of the within Note, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM – as tenants in common
TEN ENT – as tenants by the entireties
JT TEN – as joint tenants with right of survivorship and not as tenants in common

UNIF GIF MIN ACT _____
(Cust.)

Custodian for _____
(Minor)

under Uniform Gifts to Minors Act of _____
(State)

ASSIGNMENT

FOR VALUE RECEIVED, _____, the undersigned hereby sells, assigns, and transfers unto:

(Social Security or Other Identifying Number of Assignee)

(Please Print or Typewrite Name and Address of Assignee)

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney to transfer the within note on the books kept for registration thereof, with full power of substitution in the premises.

DATED:_____

Signature:_____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Note in every particular without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an “eligible guarantor institution” that is a member of or a participant in a “signature guarantee program” (e.g., the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program).

EXHIBIT A
[to Form of Note]

CERTIFICATE OF LOST, STOLEN, MUTILATED OR DESTROYED NOTE

The undersigned, on behalf of _____ (the "Noteholder"), in connection with the Unified Fire Service Area, Utah Tax and Revenue Anticipation Note, Series 2025 (the "Series 2025 Note") hereby certifies and covenants on behalf of the Noteholder as follows:

The Series 2025 Note has been lost, stolen, mutilated or destroyed.

The Noteholder hereby represents and warrants, as follows: (a) the Series 2025 Note has not been endorsed for transfer at any time prior to the date hereof, (b) the Noteholder has not sold or otherwise conveyed the Series 2025 Note, and (c) no one other than the Noteholder has or could have any interest in the Series 2025 Note.

In the unlikely event that anyone were to present the original Series 2025 Note as having been obtained for value from the Noteholder and provide sufficient evidence of such, which is verified by Noteholder, the Noteholder agrees to defend and hold harmless the Unified Fire Service Area, Utah for any losses that it incurs related to the replacement of the Series 2025 Note.

IN WITNESS WHEREOF, we have hereunto set our hands as of _____,
_____.

_____, as Noteholder

By: _____

Title: _____

Section 4. The Notes shall be executed by the Chair of the Service Area and attested by the Clerk, Deputy Clerk or acting Clerk of the Service Area (the “Clerk”) and sealed with the seal of the Service Area. The Chair is hereby authorized, empowered, and directed to execute, and the Clerk to execute, attest, and affix the seal of the Service Area to the Notes, and the acts of said Chair and Clerk in so doing are and shall be the act and deed of the Service Area.

Section 5. The Chief Financial Officer of the Service Area is hereby constituted and appointed Registrar and Paying Agent for the Notes. The Service Area shall cause books for the registration and for the transfer of the Notes as provided in this Resolution to be kept by the Chief Financial Officer. Upon surrender for transfer of any Note at the principal office of the Registrar duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing with signature guaranteed, the Service Area shall execute and deliver in the name of the transferee or transferees a new, fully registered Note or Notes for a like aggregate principal amount.

In each case the Registrar shall require the payment by the registered owner requesting exchange or transfer, only of any tax or other governmental charge required to be paid with respect to such exchange or transfer.

Section 6. (a) The Notes shall be initially issued in the form of a single certified fully registered Note. Upon initial issuance, the ownership of such note shall be registered in the registration books kept by the Registrar in the name of the Purchaser.

(b) The Service Area, the Registrar and the Paying Agent may treat and consider the person in whose name each Note is registered in the registration books kept by the Registrar as the holder and absolute owner of such Note for the purpose of payment of principal and interest with respect to such Note, for the purpose of registering transfers with respect to such Note, and for all other purposes whatsoever. The Paying Agent shall pay all principal of and interest on the Notes only to or upon the order of the respective Owner, as shown in the registration books kept by the Registrar, or their respective attorneys duly authorized in writing, as provided in the Notes, and all such payments shall be valid and effective to fully satisfy and discharge the Service Area’s obligations with respect to payment of principal of and interest on the Notes to the extent of the sum or sums so paid. No person other than a registered owner, as shown in the registration books kept by the Registrar, shall receive a certificated Note evidencing the obligation of the Service Area to make payments of principal, and interest pursuant to this Resolution.

Section 7. There shall be levied by the Service Area in the fiscal year beginning January 1, 2025, a sufficient tax and there shall be collected sufficient revenues other than taxes to pay the principal of and interest on the Notes as the same fall due and to pay all budgeted maintenance and operation and other expenses of the Service Area, and there is hereby appropriated from the collection of taxes and other revenues for said fiscal year, a sum sufficient to pay both principal of and interest on the Notes as the same shall fall due.

Section 8. The Notes are issued as obligations the interest on which is excludable from gross income of the owners thereof. The Service Area recognizes that the Purchaser of the Notes

will have accepted them on, and paid therefor a price which reflects, the understanding that interest thereon is excludable from gross income for federal income tax purposes under laws enforced at the time the Notes shall have been delivered. Prior to or contemporaneously with the delivery of the Notes, the Chair shall execute a tax certificate on behalf of the Service Area respecting the investment and use of the proceeds of the Notes. Said certificate shall be a representation and certificate of the Service Area, and an executed copy thereof shall be filed at the office of the Service Area.

Section 9. The Chair, Chief Financial Officer, the Clerk, and other appropriate officials of the Service Area are each hereby authorized and directed to execute such certificates and agreements as shall be necessary to establish that the Notes are not “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”), and the regulations promulgated or proposed thereunder, including Sections 1.148-1 through 1.148-11 of the Income Tax Regulations as the same presently exist, or may from time to time hereafter be amended, supplemented or revised.

Section 10. The Service Area further covenants and agrees to and for the benefit of the holders of the Notes that the Service Area (a) will not take any action that would cause interest on the Notes to be includable in gross income for federal income tax purposes, (b) will not omit to take or cause to be taken, in timely manner, any action, which omission would cause the interest on the Notes to be includable in gross income for federal income tax purposes, and (c) will comply with any other requirements of federal tax law applicable to the Notes in order to preserve the excludability from gross income for federal income tax purposes of interest on the Notes.

Section 11. The sale of the Notes is hereby approved as follows:

(a) The Notes authorized to be issued herein shall be sold to the Purchaser at an aggregate price as shall be determined pursuant to the authority delegated under Section 2 hereof, on the terms and conditions to be set forth in the Terms Certificate and Note Purchase Agreement, and upon the basis of the representations therein set forth. The Service Area hereby ratifies, confirms and approves all actions heretofore taken on behalf of the Service Area by the officials of the Service Area in connection with the sale of the Notes.

(b) To evidence the acceptance by the Service Area of the Note Purchase Agreement, the Chief Financial Officer or the Chair of the Board is hereby authorized and directed to execute and deliver, and the Clerk of the Board to attest, the Note Purchase Agreement substantially in the form attached hereto as Exhibit A, with such changes, omissions, insertions and revisions as the Chief Financial Officer or the Chair, as appropriate, shall deem advisable, his or her execution and delivery thereof to constitute conclusive evidence of such approval.

Section 12. The Notes so issued shall be delivered to the Clerk of the Service Area and her receipt taken therefor, and she shall stand charged on her official bond with the Notes delivered to the Clerk and the proceeds thereof and the Clerk shall deliver or have delivered the Notes to the Purchaser, its agents or assigns, as per the terms of the Note Purchase Agreement of said Purchaser,

as and when the Notes may be and are legally issued, upon receipt of the purchase price therefor, as set forth in the Terms Certificate and Note Purchase Agreement.

Section 13. The Service Area hereby certifies that (a) the Service Area shall account for the investment of the Gross Proceeds (as described in Section 148(f)(6)(B) of the Code and Section 1.148-1(b) of the related Treasury Regulations) of the Notes and make the required arbitrage rebate payments to the federal government from the proceeds of the Notes or from any other legally available source (provided, however, that this obligation shall not be construed as constituting a debt or liability of the Service Area within the meaning of any constitutional or statutory limitation upon the incurrence of the indebtedness by the Service Area) at the times, upon the terms and conditions, and in the manner specified in Section 148(f) of the Code and the Treasury Regulations promulgated in connection therewith; and (b) the Service Area shall keep and retain or cause to be kept and retained, until the date six years after the retirement of the last Note, adequate records with respect to the Notes and the investment and expenditure of proceeds thereof to comply with the aforementioned arbitrage rebate requirements, including without limitation a complete list of all investments and reinvestments of Gross Proceeds of the Notes including (i) purchase price of such investments, (ii) purchase date, (iii) type of security or investment, (iv) accrued interest paid on the investment (if any), (v) interest rate (if applicable), (vi) dated date (if applicable), (vii) principal amount, (viii) date of maturity, (ix) interest payment dates (if applicable), (x) date of liquidation, (xi) amounts received upon liquidation of such investments, and (xii) the market value of such security or investment on the date it became Gross Proceeds of the Notes and on the date of the retirement of the last Note if then held by the Service Area.

In addition, the Service Area will not enter into any transaction or cause any transaction to be entered into which reduces the amount which may be required to be paid to the federal government pursuant to the arbitrage rebate requirements specified above, because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the yield on the Notes not been relevant to either party.

The form of Notes and the other documents authorized and approved hereby are authorized and approved with such additions, modifications, deletions and changes thereto as may be deemed necessary or appropriate and approved by the Service Area Chair, whose execution or approval thereof on behalf of the Board shall conclusively establish such necessity, appropriateness and approval with respect to all such additions, modifications, deletions and changes incorporated therein.

Section 14. All resolutions and orders or parts thereof in conflict with the provisions hereof are to the extent of such conflict hereby repealed. This Resolution shall be in full force and effect immediately upon its adoption.

ADOPTED this March 18, 2025.

UNIFIED FIRE SERVICE AREA, UTAH

(SEAL)

By: _____
Chair of the Board of Trustees

ATTEST:

By: _____
Clerk

APPROVED AS TO FORM:

Legal Counsel

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

I, Cyndee Young, the duly chosen, qualified, and acting Clerk of the Unified Fire Service Area, Utah, do hereby certify that the foregoing constitutes a full, true, and correct copy of the proceedings of the Board of Trustees of the Unified Fire Service Area, Utah, had and taken at a lawful meeting of said Service Area held on March 18, 2025, insofar as the same relate to the issuance and sale of the Tax and Revenue Anticipation Notes, Series 2025, of said Service Area, as recorded in the regular official book of records of the proceedings of the Service Area kept in the office of the Clerk. The meeting therein shown was duly held and the persons therein named were present at said meeting as therein shown.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Service Area, this March 18, 2025.

(SEAL)

By: _____
Clerk

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

CERTIFICATE OF COMPLIANCE
WITH OPEN MEETING LAW

I, Cyndee Young, the duly chosen, qualified, and acting Clerk of the Unified Fire Service Area (the "Service Area"), Utah, do hereby certify that in accordance with the requirements of Section 52-4-202, Utah Code Annotated 1953, as amended ("Utah Code"), I have given not less than twenty-four (24) hours public notice (the "Notice") of the agenda, date, time, and place of the March 18, 2025, public meeting held by the Board of Trustees (the "Board") of the Service Area by causing the Notice, in the form attached hereto as Schedule 1, ,

(i) to be posted at the Service Area's principal offices at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(ii) to be posted to the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting; and

(iii) to be posted on the Service Area's official website at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2025 Annual Meeting Schedule of the Board (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the Board to be held during the year, by causing said Notice to be posted at least annually (a) on the Utah Public Notice Website, (b) on the Service Area's official website, and (c) in a public location within the Service Area that is reasonably likely to be seen by residents of the Service Area.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Service Area this March 18, 2025.

(SEAL)

By: _____
Clerk

Attachments:

SCHEDULE 1—NOTICE OF MEETING

SCHEDULE 2—NOTICE OF ANNUAL MEETING SCHEDULE

EXHIBITS (to be attached to file copy)

Exhibit A – Form of Note Purchase Agreement

Exhibit B – Form of Terms Certificate

NOTE PURCHASE AGREEMENT

\$_[_____]
Unified Fire Service Area, Utah
Tax and Revenue Anticipation Note,
Series 2025

[April 1], 2025

Unified Fire Service Area, Utah
3380 South 900 West
Salt Lake City, Utah

Dear Board of Trustees:

The undersigned, [_____] (the “Purchaser”), offers to purchase from the Unified Fire Service Area, Utah (the “Issuer”) all (but not less than all) of the \$[_____] Tax and Revenue Anticipation Note, Series 2025, of the Issuer (the “Note”), with delivery and payment at 3380 South 900 West, Salt Lake City, Utah, or such other place as shall have been mutually agreed upon by the Issuer and the Purchaser, based upon the covenants, representations and warranties set forth below. This offer is made subject to your acceptance of this Note Purchase Agreement (this “Purchase Agreement”) on or before 11:59 a.m., Utah time, on the date hereof.

1. Upon the terms and conditions and upon the basis of the representations set forth herein, the Purchaser has completed its credit approval for the Note and hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Purchaser, the Note on the Dated Date indicated on Exhibit A. Exhibit A, which is hereby incorporated by reference into this Purchase Agreement, contains a brief description of the Note, the manner of its issuance, the purchase price to be paid and the date of delivery and payment (the “Closing”).

2. The Issuer adopted Resolution No [_____] on March 18, 2025 (the “Financing Resolution”), authorizing the issuance and sale of the Note and its Designated Officers (as defined in the Financing Resolution) have executed as of the date hereof a Terms Certificate (the “Terms Certificate”) confirming, among other items, [_____] as the purchaser of the Note. The Purchaser is authorized by the Issuer to use the Financing Resolution and the information contained therein in connection with the purchase of the Note.

3. This Purchase Agreement, the Note, the Financing Resolution, the Terms Certificate and each of the certificates and agreements executed and delivered in connection with the issuance of the Note are herein collectively referred to as the “Financing Documents.”

4. (a) To induce the Purchaser to purchase the Note, the Issuer represents and warrants to the Purchaser that:

(i) the Issuer is duly organized and existing under the laws of the State of Utah (the “State”);

(ii) the Issuer has and will have at the Closing the power and authority to enter into and perform this Purchase Agreement and to deliver and sell and pay when due the Note to the Purchaser and the Issuer had the power and authority to adopt the Financing Resolution and the Financing Resolution as so adopted is in full force and effect on the date hereof;

(iii) this Purchase Agreement and the Note do not and will not conflict with or create a breach or default under any existing law, regulation, order or agreement to which the Issuer is subject;

(iv) no governmental approval or authorization other than the Financing Resolution is required in connection with the sale of the Note to the Purchaser;

(v) this Purchase Agreement and the Note are and shall be at the time of the Closing legal, valid and binding obligations of the Issuer enforceable in accordance with their respective terms, subject only to applicable bankruptcy, insolvency or other similar laws generally affecting creditors’ rights;

(vi) the financial statements of the Issuer for the fiscal year ended December 31, 2023, are true and correct in all material respects and there has been no material adverse change in the condition, financial or otherwise, of the Issuer from the date of such financial statements;

(vii) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Issuer, threatened against or affecting the Issuer or affecting the corporate existence of the Issuer or the titles of its officers to their respective offices or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Note or in any way contesting or affecting the transactions contemplated hereby or the validity or enforceability of the Note, the Financing Resolution or this Purchase Agreement or contesting the powers of the Issuer or any authority for the issuance of the Note, the adoption of the Financing Resolution or the execution and delivery of this Purchase Agreement, nor, to the best knowledge of the Issuer, is there any legislation pending that could result in any of the aforementioned outcomes;

(viii) to the best of the Issuer’s knowledge, no officer or director acting on behalf of the Issuer is under investigation for an alleged violation of Anti-Money Laundering Laws or Anti-Corruption Laws by a governmental authority that enforces such laws; and

(A) the Issuer is not a Sanctioned Target and (B) to the best of the Issuer’s knowledge, no officer or director acting on behalf of the Issuer is under

investigation for an alleged violation of Sanction(s) by a governmental authority that enforces Sanctions. Capitalized terms used in this Section 4(a)(viii) and in paragraph (iv), (v) and (vi) of Section 4(b) shall have the meaning set forth below:

“Anti-Corruption Laws” means: (i) the U.S. Foreign Corrupt Practices Act of 1977, as amended; and (ii) any other anti-bribery or anti-corruption laws, regulations or ordinances in any jurisdiction in which the Issuer is located or doing business.

“Anti-Money Laundering Laws” means applicable laws or regulations in any jurisdiction in which the Issuer or any affiliate of the Issuer is located or doing business that relates to money laundering, any predicate crime to money laundering, or any financial record keeping and reporting requirements related thereto.

“Sanction” or “Sanctions” means any and all economic or financial sanctions, sectoral sanctions, secondary sanctions, trade embargoes and restrictions and antiterrorism laws imposed, administered or enforced from time to time by: (i) the United States of America, including those administered by the U.S. Department of the Treasury’s Office of Foreign Assets Control (OFAC), the U.S. Department of State, the U.S. Department of Commerce, or through any existing or future statute or Executive Order, or (ii) any other governmental authority with jurisdiction over the Issuer.

“Sanctioned Target” means any target of Sanctions, including: (i) persons on any list of targets identified or designated pursuant to any Sanctions, (ii) persons, countries, or territories that are the target of any territorial or country-based Sanctions program, (iii) persons that are a target of Sanctions due to their ownership or control by any Sanctioned Target(s), or (iv) otherwise a target of Sanctions, including vessels and aircraft, that are designated under any Sanctions program.

(b) For so long as the Note remains outstanding the Issuer covenants and agrees to comply with each of the covenants and terms of the Financing Documents, and with each of the following:

(i) The aggregate indebtedness for purposes of meeting current expenses incurred by the Issuer during the fiscal year ending December 31, 2025, including the Note, will not exceed (A) an amount equal to 75% of the total taxes and other revenues the Issuer levied and collected or which were levied and collected on its behalf in the fiscal year ended December 31, 2024 or (B) an amount equal to 90% of the total taxes and other revenues the Issuer levies and collects or which are levied and collected on the Issuer’s behalf in the fiscal year ending December 31, 2025.

(ii) The Issuer will not incur any additional indebtedness for purposes of meeting current expenses payable from the revenues available to repay the Note except for additional debt used to refinance the Issuer’s existing indebtedness which is payable from such revenues which results in net present value debt service savings.

(iii) The Issuer agrees that if any member of the Issuer withdraws its membership in the Issuer while the Note is outstanding, unless the withdrawing party or the Issuer takes steps to assure that the Note is paid in a timely manner, the Note will be considered to be in default, and will immediately start to accrue interest at the Default Rate and the Note will be immediately due and payable in full. The Purchaser will have the authority to declare and to waive any event of default.

(iv) The Issuer shall comply in all material respects with all applicable laws, ordinances, rules, regulations and requirements of any governmental authority unless noncompliance would not have a material impairment on the ability of the Issuer to perform its obligations under the Financing Documents or a material adverse effect upon the legality, validity, binding effect or enforceability against the Financing Documents. Notwithstanding the foregoing, the Issuer shall comply with Sanctions, Anti-Money Laundering Laws and Anti-Corruption Laws.

(v) Use of Proceeds.

A. The Issuer shall use the proceeds of the Note as set forth in the Financing Resolution and in no event shall any proceeds be used to purchase or carry “margin stock” as defined in Regulation U promulgated by the Board of Governors of the Federal Reserve System.

B. The Issuer shall not knowingly use any of the proceeds of the Note to fund, finance or facilitate any activities, business or transactions: (i) that are prohibited by Sanctions, (ii) that would be prohibited by U.S. Sanctions if conducted by a U.S. person, or (iii) that would be prohibited by Sanctions if conducted by the Purchaser, or any other party to this Purchase Agreement. The Issuer shall notify the Purchaser in writing not more than ten (10) Business Days after first becoming aware of any breach of this clause (iv)(B).

C. The Issuer shall not knowingly use any of the proceeds of the Note to fund, finance or facilitate any activities, business or transactions that would be prohibited by Anti-Money Laundering Laws or Anti-Corruption Laws.

(vi) The Issuer shall not knowingly fund any repayment of the Note with proceeds, or provide as collateral any property, that is directly or indirectly derived from any transaction or activity that is prohibited by Sanctions, Anti-Money Laundering Laws or Anti-Corruption Laws, or that could otherwise cause the Purchaser or any other party to this Purchase Agreement to be in violation of Sanctions, Anti-Money Laundering Laws or Anti-Corruption Laws.

(c) The occurrence of any of the following events shall constitute an “Event of Default” hereunder:

(i) failure to pay, or cause to be paid, when due any payment of the principal of or interest on the Note when due;

(ii) failure to perform or observe any other covenant set forth in this Purchase Agreement, the Financing Resolution or the Note, which failure continues for thirty (30) days;

(iii) any representation or warranty herein proving to have been incorrect when made or confirmed in a material manner;

(iv) voluntary or involuntary bankruptcy, insolvency or debt moratorium of the Issuer;

(v) any final, unappealable judgment, writ or warrant of attachment, or any similar process or processes, in an aggregate amount not less than \$1,000,000 shall be entered or filed against the Issuer or against any of its property and remain unpaid, unvacated, unbonded or unstayed for a period of sixty (60) days; and

(vi) actual or asserted invalidity or impairment of any material provision of this Purchase Agreement, the Financing Resolution or the Note.

5. As conditions to the Purchaser's obligations hereunder:

(a) (i) From December 31, 2023, to the date of Closing, there shall not have been any material adverse change in the financial condition or general affairs of the Issuer and (ii) from the date the Issuer accepted the Purchaser's bid to purchase the Note to the date of Closing there shall not have been any (A) event, court decision, proposed law or rule which may have the effect of changing the federal income tax incidents of the Note or the interest thereon or the contemplated transaction or (B) any international or national crisis, suspension of stock exchange trading or banking moratorium materially affecting, in the Purchaser's opinion, the market price of the Note.

(b) At the Closing, the Issuer will deliver or make available to the Purchaser:

(i) The Note, in definitive form, duly executed and registered in the name of the Purchaser and an executed counterpart of this Purchase Agreement;

(ii) A certificate from authorized officers of the Issuer, in form and substance acceptable to the Purchaser, to the effect that the representations of the Issuer contained in this Purchase Agreement are true and correct when made and as of the Closing;

(iii) The approving opinion of Gilmore & Bell, P.C., Note Counsel, satisfactory to the Purchaser, dated the date of Closing;

(iv) The opinion of legal counsel to the Issuer, satisfactory to the Purchaser, dated the date of Closing; and

(v) Such additional opinions, certificates, instruments and other documents (including, without limitation, those set forth on Exhibit A, if any) as the Purchaser may deem necessary with respect to the issuance and sale of the Note, all in form and substance satisfactory to the Purchaser.

6. The Issuer will pay all of the costs of issuing the Note, including but not limited to, fees and disbursements of any counsel to the Issuer, Note Counsel, and the Issuer's Municipal Advisor.

7. The Purchaser represents and warrants that it is not currently engaged in a boycott of the State of Israel or an economic boycott of a boycotted company, as such terms are defined in the immediately succeeding two sentences. As currently defined in Section 63G-27-102(5) of the Utah Code, "economic boycott" means an action targeting a "boycotted company" with the intention of penalizing or inflicting economic harm to such company. Furthermore, as currently defined in Section 63G-27-102(3) of the Utah Code "boycotted company" means a company that (1) engages in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture; (2) engages in, facilitates, or supports the manufacture, distribution, sale, or use of firearms; (3) does not meet or commit to meet environmental standards, including standards for eliminating, reducing, offsetting, or disclosing greenhouse gas-emissions, beyond applicable state and federal law requirements; or (4) does not facilitate or commit to facilitate access to abortion or sex characteristic surgical procedures. The Purchaser covenants and agrees not to engage in a boycott of the State of Israel or an economic boycott of a boycotted company for the duration of any contractual arrangement with the Issuer, including this Purchase Agreement.

8. This Purchase Agreement may be executed in any number of counterparts with each executed counterpart constituting an original but all of which together shall constitute one and the same instrument.

9. This Purchase Agreement is intended to benefit only the parties hereto, and the Issuer's representations and warranties and indemnification (to the extent permitted by law) shall survive any investigation made by or for the Purchaser, delivery and payment of the Note and the termination of this Purchase Agreement.

10. The Issuer will provide to the Purchaser a copy of (i) its audited financial statements for the fiscal year ended December 31, 2024, no later than July 31, 2025, and (ii) prompt notice of any litigation or proceeding that could reasonably be likely to have a material adverse impact on the (x) validity or enforceability of this Purchase Agreement, the Financing Resolution or the Note or (y) the ability of the Issuer to pay the principal of or interest on the Note.

11. The Purchaser may at any time pledge or grant a security interest in all or any portion of its rights under the Note to secure obligations of the Purchaser, including any pledge or assignment to secure obligations to a Federal Reserve Bank.

12. The Purchaser has the right to grant participations in all or a portion of the Purchaser's interest in the Note to one or more other banking institutions; provided, however, that the Issuer will be required to deal only with the Purchaser with respect to any matters relating to the Note.

13. At the Closing, the Purchaser will deliver to the Issuer a Purchaser's Letter substantially in the form of Exhibit B, which is hereby incorporated by reference into this Purchase Agreement, and which contains certain transfer restrictions with respect to the Note.

14. This Purchase Agreement may not be amended without the written consent of the Issuer and the Purchaser.

15. To the extent permitted by law, the Issuer agrees that it will not assert or claim any immunity on the grounds of sovereignty or otherwise in connection with any legal proceedings to enforce or collect upon this Purchase Agreement, the Note, the Financing Resolution or the transactions contemplated hereby or thereby.

16. In the event that a dispute with respect to this Purchase Agreement, the Note or the Financing Resolution becomes the subject of a judicial action, to the extent permitted by law, each party hereto waives its right to a jury trial of any and all claims or causes of action based upon or arising out of this Purchase Agreement and the related documents, to the fullest extent permitted by law. It is hereby acknowledged that the waiver of a jury trial is a material inducement for the Purchaser to purchase the Note and that the execution and delivery of this Purchase Agreement by the Issuer and the Purchaser is made in reliance upon such waiver. This Purchase Agreement shall be governed by, and construed in accordance with, the laws of the State of Utah without giving effect to conflicts of laws provisions.

17. The Purchaser hereby notifies the Issuer that, pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Patriot Act"), the Purchaser is required to obtain, verify and record information that identifies the Issuer, which information includes the name and address of the Issuer and other information that will allow the Purchaser to identify the Issuer in accordance with the Patriot Act and federal laws. The Issuer hereby agrees that it shall promptly provide such information upon request by the Purchaser.

[Remainder of page intentionally left blank]

Sincerely,

[PURCHASER]

By: _____
[Name]
[Title]

(SEAL)

Accepted on behalf of the Unified Fire Service
Area, Utah:

UNIFIED FIRE SERVICE AREA, UTAH

Chair

ATTEST AND COUNTERSIGN:

Chief Financial Officer

APPROVED AS TO FORM:

Legal Counsel

EXHIBIT A

DESCRIPTION OF NOTE

1. Issue Size: \$[_____]
2. Dated Date: [April 1], 2025, or such other date mutually agreed upon by the Issuer and the Purchaser
3. Maturity Date: [December 18], 2025
4. Purchase Price: \$[_____] (the par amount of the Note)
5. Rating: Not Rated
6. Coupon Rate: [_____] % per annum; *provided, however*, (i) upon the occurrence and during the continuance of an Event of Default, then interest on the Note shall accrue at [_____] % per annum] and (ii) in the event a determination of taxability shall occur as a result of the Issuer's acts and/or omissions, the interest rate on the Note shall increase to the "Taxable Rate." [The Taxable Rate shall be the product of (i) the coupon rate and (ii) one divided by one minus the prevailing Maximum Federal Corporate Tax Rate in effect on the date of calculation]; provided however, that in no event shall the Taxable Rate exceed 12.00% per annum
7. Optional Redemption: Not subject to optional redemption
8. Tax-exempt: Yes
9. Bank-qualified: No
10. CUSIP No.: [_____]

EXHIBIT B

INVESTOR LETTER

[April 1], 2025

Unified Fire Service Area, Utah
Salt Lake City, Utah

Re: \$[_____] Unified Fire Service Area, Utah Tax and Revenue Anticipation
 Note, Series 2025

Ladies and Gentlemen:

[_____] (“Purchaser”) has agreed to purchase the above referenced note (the “Note”) which is being issued in the original aggregate principal amount of \$[_____] by the Unified Fire Service Area, Utah (the “Issuer”) and which bears interest per annum as set forth in the Note. The undersigned, an authorized representative of the Purchaser, hereby represents to the Issuer that:

1. The Purchaser has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the investment represented by the purchase of the Note.

2. The Purchaser is purchasing the Note at par.

3. The Purchaser has authority to purchase the Note and to execute this letter and any other instruments and documents required to be executed by the Purchaser in connection with the purchase of the Note.

4. The undersigned is a duly appointed, qualified and acting representative of the Purchaser and is authorized to cause the Purchaser to make the certifications, representations and warranties contained herein by execution of this letter on behalf of the Purchaser.

5. The Purchaser is a “qualified institutional buyer” as defined in Rule 144A promulgated under the Securities Act of 1933, as amended (the “1933 Act”) and is able to bear the economic risks of such investment.

6. The Purchaser understands that no official statement, prospectus, offering circular, or other comprehensive offering statement is being provided with respect to the Note. The Purchaser has made its own inquiry and analysis with respect to the Issuer, the Note and the security therefor, and other material factors affecting the security for and payment of the Note.

7. The Purchaser acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information, regarding the Issuer, to which a reasonable investor would attach significance in making investment decisions, and has had the opportunity to ask questions and receive answers from knowledgeable

individuals concerning the Issuer, the Note and the security therefor, so that as an investor, it has been able to make its decision to purchase the Note.

8. The Purchaser understands that the Note (i) is not registered under the 1933 Act and is not registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any state, (ii) is not listed on any stock or other securities exchange, and (iii) carries no rating from any credit rating agency.

9. The Note is being acquired by the Purchaser for investment for its own account and not with a present view toward resale or distribution; provided, however, that the Purchaser reserves the right to sell, transfer or redistribute the Note in minimum denominations of \$250,000 and integral multiples in excess thereof (or if less, the principal amount of the Note outstanding), but agrees that any such sale, transfer or distribution by the Purchaser shall be to a person or entity:

(a) that is an affiliate of the Purchaser;

(b) that is a trust or other custodial arrangement established by the Purchaser or one of its affiliates, the owners of any beneficial interest in which are limited to qualified institutional buyers; or

(c) that is a qualified institutional buyer that is a commercial bank having a combined capital and surplus, determined as of the date of such sale, transfer or distribution, of \$5,000,000,000 or more who executes an investor letter substantially in the form of this letter.

[PURCHASER]

By: _____
[Name]
[Title]

TERMS CERTIFICATE

Pursuant to Title 17B, Chapter 1, Section 103 and Chapter 2a, Part 9, Utah Code Annotated 1953, as amended, and applicable provisions of Title 11, Chapter 14, Utah Code Annotated 1953, as amended (together, the “Act”), and the authority delegated in the resolution adopted by the Board of Trustees (the “Board”) of the Unified Fire Service Area, Utah (the “Service Area”) on March 18, 2025 (the “Resolution”), authorizing the issuance and sale of the Service Area’s Tax and Revenue Anticipation Note, Series 2025 (the “Note”), the undersigned Designated Officers hereby approve the following terms of the Note and related matters as delegated to the undersigned by the Resolution:

1. The final principal amount of \$[] for the Note;
2. The interest rate on the Note is []% per annum; subject to (i) adjustment to the Default Rate (as such term is defined in the Note) and (ii) in the event a determination of taxability shall occur as a result of the Service Area’s acts and/or omissions, the interest rate on the Note shall increase to the “Taxable Rate.” [The Taxable Rate shall be the product of (i) the coupon rate and (ii) one divided by one minus the prevailing Maximum Federal Corporate Tax Rate in effect on the date of calculation; provided however, that in no event shall the Taxable Rate exceed 12.00% per annum;]
3. The principal of the Note and the interest thereon shall be due and payable on [], 2025;
4. [] (the “Purchaser”) is hereby selected as purchaser of the Note;
5. The sale of the Note to the Purchaser is confirmed and the aggregate price to be paid by the Purchaser for the Note shall be \$[] (representing the par amount of the Note);
6. The Note is [not] subject to optional redemption prior to maturity; and
7. It is intended that interest on the Note will be excludable from federal income tax of the owners thereof.

All capitalized terms used, but not defined herein, shall have the meanings assigned by the Resolution unless the context hereof requires otherwise.

IN WITNESS WHEREOF, we have hereunto subscribed our official signatures on behalf of the Unified Fire Service Area, Utah, this [April 1], 2025.

UNIFIED FIRE SERVICE AREA, UTAH

Chair/Designated Officer

Chief Financial Officer/Designated Officer

ATTEST AND COUNTERSIGN:

Clerk

**RESOLUTION OF THE BOARD OF TRUSTEES OF UNIFIED FIRE SERVICE AREA
APPROVING ASSIGNMENT AND ASSUMPTION AGREEMENT BETWEEN
REDEVELOPMENT AGENCY OF SALT LAKE COUNTY AND
COMMUNITY REINVESTMENT AGENCY OF MAGNA AND
UNIFIED FIRE SERVICE AREA**

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the “Interlocal Act”), and the provisions of the Community Reinvestment Agency Act, Title 17C, Utah Code Annotated 1953, as amended (the “CRA Act”), public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements for joint and cooperative actions, including the sharing of tax and other revenues; and

WHEREAS, Unified Fire Service Area (the “UFSA”), the Redevelopment Agency of Salt Lake County (the “County RDA”), and the Community Reinvestment Agency of Magna (the “Magna Agency”) are “public agencies” for purposes of the Act; and

WHEREAS, UFSA entered into an Interlocal Agreement with the County RDA effective as of October 29, 2013 whereby the UFSA would remit to the County RDA a portion of the property tax increment generated within the Magna Main Street Community Development Project Area, (the “Project Area”) which would otherwise flow to the UFSA, for the purpose of encouraging development activities through the payment for certain public infrastructure and other uses that directly benefit the Project Area (the “Interlocal Agreement”); and

WHEREAS, since that date, Magna City has incorporated as a municipality and has established the Magna Agency, and the County RDA desires to assign the Interlocal Agreement to the Magna Agency; and

WHEREAS, UFSA desires to consent to the assignment of the Interlocal Agreement.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE LEGISLATIVE BODY of the UFSA as follows:

1. The Assignment and Assumption Agreement between the County RDA, the Magna Agency, and UFSA, substantially in the form attached hereto as Exhibit A (the “Assignment Agreement”), is approved in final form and shall be executed for and on behalf of the UFSA by the District Administrator, the Board Chair, or the Board Vice Chair.

2. Pursuant to Section 11-13-202.5 of the Interlocal Act, the Assignment Agreement has been submitted to legal counsel of the UFSA for review and approval as to form and legality.

3. Pursuant to Section 11-13-209 of the Interlocal Act, a duly executed original counterpart of the Assignment Agreement shall be filed immediately with the UFSA Clerk, the keeper of records of the UFSA.

4. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED by the legislative body of Unified Fire Service Area this 18th day of March 2025.

Trish Hull
UFSA Board Chair

Attest:

Cyndee Young, District Clerk

Exhibit A
Assignment Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT
between
REDEVELOPMENT AGENCY OF SALT LAKE COUNTY
and
COMMUNITY REINVESTMENT AGENCY OF MAGNA
and
UNIFIED FIRE SERVICE AREA

Magna Main Street Community Development Project Area Tax Increment

This Assignment and Assumption Agreement (the “Assignment”) is made effective this ____ day of _____, 2025, by and between the REDEVELOPMENT AGENCY OF SALT LAKE COUNTY, a community reinvestment agency created under Utah Code Title 17C (the “Assignor”); the COMMUNITY REINVESTMENT AGENCY OF MAGNA, a community reinvestment agency created under Utah Code Title 17C (the “Assignee”); and UNIFIED FIRE SERVICE AREA, a special district created under Utah Code Title 17B (the “Obligor”).

R E C I T A L S

WHEREAS, the Assignor and the Obligor are parties to the Interlocal Agreement dated October 29, 2013 (the “Agreement”), which is attached hereto as Exhibit “A,” and is incorporated herein by this reference;

WHEREAS, the Assignee is a “public agency” as defined by the Utah Interlocal Cooperation Act, UTAH CODE §§ 11-13-101 to -608, and as such, is authorized to enter into agreements with other public agencies to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers;

WHEREAS, Assignor desires to assign the Agreement, and Assignee desires to assume the Agreement, each on the terms and conditions set forth herein;

WHEREAS, it is consistent with the Obligor’s interest to recognize the Assignee as the successor party to the Agreement;

AND WHEREAS, the Obligor consents to the assignment of the Agreement based on Assignor’s warranties stated herein and under the terms below.

A G R E E M E N T

NOW THEREFORE, in exchange for valuable consideration, including the mutual covenants contained in this Assignment, the Parties covenant and agree as follows:

1. ASSIGNMENT AND ACCEPTANCE

1.1 Assignor hereby assigns to Assignee all of Assignor's rights, duties and interest in and to the Agreement.

1.2 Assignee hereby: a) accepts the assignment set forth in Section 1.1; b) agrees to assume all of Assignor's rights, duties and interests in and to the Agreement; and c) agrees to be bound by and be subject to all the terms, covenants, and conditions of the Agreement.

1.4 This Assignment is effective upon the signature of the last party to sign (as indicated by the date accompanying the authorized representative's signature) (the "Effective Date").

1.3 The Assignor waives any claims and rights against the Obligor that it now has or may have in the future in connection with the Agreement after the Effective Date, having assigned the same to Assignee. The Assignee also assumes all obligations and liabilities of, and all claims against, the Assignor under the Agreement arising on or after the Effective Date as if the Assignee were the original party to the Agreement. The Assignee ratifies all previous actions taken by the Assignor with respect to the Agreement, with the same force and effect as if the action had been taken by the Assignee.

2. CONSENT

The Obligor hereby consents to the Assignment set forth in Section 1 and acknowledges Assignee as the Assignor's successor in interest, and as the "Agency," under the Agreement.

3. INCORPORATION

This Assignment is herewith incorporated into the Agreement. The Agreement shall remain in full force and effect, except as specifically modified by this Assignment.

4. INDEMNIFICATION

To the fullest extent allowable by law, the Assignee agrees to indemnify the Assignor, its officers, agents and employees against any and all actual or threatened claims, losses, damages, injuries and liabilities of, to, or by the Obligor or third parties, including subcontractors, or the employees of the Assignee, Obligor, or their subcontractors, including claims for personal injury, death, or damage to personal property or profits and liens of workmen and material men (suppliers), however allegedly caused, resulting directly or indirectly from, or arising out of: a) the Assignee's breach of the Agreement; or b) any acts or omissions of or by the Assignee or the Obligor, their agents, representatives, officers, employees or subcontractors in connection with the performance of the Agreement. The Assignee agrees that its duty to indemnify the Assignor under this Assignment includes all litigation and court costs, expert witness fees, and any sums expended by or assessed against the Assignor for the defense of any claim or to satisfy any settlement, arbitration award, or judgment awarded against or paid by or on behalf of the Assignor.

5. GOVERNMENTAL IMMUNITY

The Assignor and Assignee are bodies corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Immunity Act"), UTAH CODE §§ 63G-7-101 to -904. The Parties agree that the Assignor and Assignee shall only be liable within the parameters of the Immunity Act. Nothing contained in this Assignment shall be construed to modify the

limits of liability set forth in that Act or the basis for liability as established in the Act. Nothing in this Assignment or any act or forbearance in the course of performance shall be construed as a waiver of the Immunity Act.

6. NOTICE

All legal notices to the Assignee shall be addressed to the following:

The Community Reinvestment Agency of Magna
8952 West Magna Main Street
Magna, UT 84044

7. ENTIRE AGREEMENT

The Assignor and the Assignee agree that this Assignment constitutes the entire integrated understanding between the Assignor and the Assignee, and that there are no other terms, conditions, representations or understanding, whether written or oral, concerning the assignment described in this Assignment.

8. GOVERNING LAW AND VENUE

This Assignment shall be governed by the laws of the State of Utah and the ordinances of Salt Lake County, both as to interpretation and performance, without regard to Utah's choice of law provisions.

9. COUNTERPARTS

This Assignment may be executed in several counterparts.

10. SEVERABILITY

If any provision of this Assignment shall be invalid, prohibited or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions of this Assignment.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties execute this Assignment as of the latest date indicated below.

REDEVELOPMENT AGENCY OF SALT
LAKE COUNTY:

Chairperson
Board of Directors

Date:_____

Recommended for Approval:

By:_____
Executive Director

Date: _____

Reviewed as to Form:

By:_____
Deputy District Attorney

COMMUNITY REINVESTMENT AGENCY
OF MAGNA:

Name:_____

Title:_____

Date:_____

Reviewed as to Form:

By:_____
Attorney for the Assignee

UNIFIED FIRE SERVICE AREA:

Name:_____

Title:_____

Date:_____

Reviewed as to Form:

By:_____
Attorney for the Obligor

EXHIBIT “A”
Interlocal Agreement
Dated October 29, 2013

INTERLOCAL AGREEMENT

GBL 12/17/13
29th
THIS INTERLOCAL AGREEMENT is entered into as of the 29th day of October, 2013, by and between the REDEVELOPMENT AGENCY OF SALT LAKE COUNTY (the "Agency") and UNIFIED FIRE AUTHORITY SERVICE AREA (the "Service Area"). The foregoing are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS the Agency was created pursuant to the provisions of the Utah Redevelopment Law and the Agency continues to operate under the Limited Purpose Local Government Entities – Community Development and Renewal Agencies Act, Title 17C of the Utah Code (the "Act"), and is authorized thereunder to conduct urban renewal, economic development, and community development activities within Salt Lake County, Utah as contemplated by the Act; and

WHEREAS the Agency adopted a resolution on July 16, 2013 authorizing the Agency to commence the process under the Act to create the Magna Main Street Community Development Project Area (the "Project Area"), and has prepared a draft of a community development project area plan for the Project Area, a copy of which is attached hereto as **EXHIBIT A** and incorporated herein by this reference (the "Draft Project Area Plan," which includes the legal description and a map of the Project Area), pursuant to which the Parties desire to promote economic development in the Project Area and in the surrounding community; and

WHEREAS, the Agency held a public hearing and accepted public comment on the draft Project Area Plan (the "Plan") on Sept. 10, 2013; and

WHEREAS, pursuant to interlocal agreements with taxing entities the Development Act authorizes funding of community development project areas and plans, such as the Project Area and related Plan, with property tax increment proceeds; and

WHEREAS, the Agency is willing to use certain property tax increment from the Project Area attributable to the Service Area's tax levy, and the Service Area is willing to consent that certain property tax increment from the Project Area attributable to the Service Area's tax levy be used to fund the Project Area Plan; and

WHEREAS, the Agency anticipates providing tax increment, as defined in Section 17C-1-102(47) of the Act (hereinafter "Tax Increment"), created by the project to assist in the development and completion of the Project and to carry out the Draft Project Area Plan; and

WHEREAS, the Service Area has determined that it is in the best interests of the Service Area to provide certain financial assistance through the use of Tax Increment in connection with the development of the project as provided in the Draft Project Area Plan; and

WHEREAS, Section 17C-4-201 of the Act authorizes a taxing entity to consent to the Agency receiving the taxing entity's tax increment for the purpose of providing funds to carry out a proposed or adopted community development project area plan; and

WHEREAS, Section 11-13-215 of the Utah Code also authorizes a taxing entity to share its tax and other revenues with other governmental entities; and

WHEREAS, subject to the terms contained herein the Service Area is willing to consent that the Agency receive certain Tax Increment from the Project Area attributable to the Service Area's tax levy in accordance with the terms of this Agreement; and

WHEREAS, this Agreement is entered into by the Parties pursuant to the authority of applicable State law, including the Act, and the Interlocal Cooperation Act, Title 11, Chapter 13 of the Utah Code, as amended (the "Cooperation Act").

NOW, THEREFORE, for the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party hereto, the Parties hereby agree as follows:

1. Base Taxable Value; Payment of Tax Increment to Agency by Service Area. Pursuant to Section 17C-1-102(6)(b) of the Act, the Parties agree that for purposes of calculating the Service Area's share of tax increment from the Project Area to be paid by Salt Lake County to the Agency pursuant to this Agreement, the base tax year shall be the 2012 tax year and the base taxable value shall be the 2012 assessed taxable value of all real and personal property within the Project Area, which, after review of Salt Lake County and Utah State Tax Commission records, is thirty million sixty thousand and forty-nine dollars (\$30,060,049). For the ten (10)-year period described in Section 2 below, the property tax revenues from the Service Area's levy that are attributable to the base taxable value shall continue to be paid by Salt Lake County to the Service Area. A portion of the increase in the property tax revenues attributable to the Service Area's tax levy on both real and personal property within the Project Area over and above the property tax revenues attributable to the Service Area's tax levy on the base taxable value, or in other words a portion of the "Tax Increment" attributable to the Service Area's tax levy, shall be paid by Salt Lake County to the Agency, in accordance with Section 17C-4-203(2) of the Act, for the ten (10)-year period provided and set forth in Section 2 below.

2. Service Area's Consent and Related Provisions. The Service Area, pursuant to Section 17C-4-201 of the Act and Sections 11-13-202.5 and 11-13-215 of the Cooperation Act, hereby agrees and consents that for a maximum of ten (10) tax years the Agency shall receive and be paid 80% of the Tax Increment attributable to the Service Area's tax levy on both real and

personal property within the Project Area, for the purpose of providing funds to the Agency to carry out the Plan. The ten (10)-year period shall commence with any tax year from 2013 through 2022, as determined by the Agency at its election and evidenced by a written notice to the Service Area and to the Salt Lake County Auditor and Assessor; PROVIDED, HOWEVER, that any portion of the Service Area's taxes resulting from an increase in the Service Area's tax rate pursuant to applicable hearing procedures (truth in taxation), that occurs after the Effective Date (defined below) of this Agreement, shall not be paid to the Agency unless the Service Area specifically so consents in writing pursuant to an amendment to this Agreement or in a separate agreement.

For the ten (10)-year period described above, the remaining 20% of the Tax Increment attributable to the Service Area's tax levy on both real and personal property within the Project Area shall be paid by Salt Lake County to the Service Area. All Tax Increment attributable to the Service Area's tax levy for tax years beyond the ten (10) year period described above shall be paid by Salt Lake County to the Service Area. The calculation of the annual Tax Increment to be paid by Salt Lake County to the Agency shall be made as required by Section 17C-1-102(47)(a) of the Act, using the then current tax levy rate. Salt Lake County shall pay directly to the Agency the Tax Increment in accordance with Section 17C-4-203 of the Act for the ten (10) year period described above.

3. Payment of the Costs of the Projects.

a. As used herein, the Costs of the Project shall mean all costs incurred by the Agency in connection with the development of the Project consistent with the Project Area Plan. The Costs of the Project may also include reimbursements to Salt Lake County for any expenses incurred by Salt Lake County in paying for a portion of the Project.

b. The Parties agree that the Agency may use the Tax Increment provided to the Agency under this Agreement to pay for the Costs of the Project. The Parties also agree that the Agency may reimburse itself for administrative costs not exceeding 5.5% of the Tax Increment provided to the Agency under this Agreement.

4. Additional Condition; Final Project Area Plan. Each of the Parties agrees that in the event that the Agency does not approve any Draft Project Area Plan pursuant to Section 17C-4-102(1)(f) of the Act, this Agreement shall terminate and neither Party shall have any further obligations hereunder. In the event that the Agency does approve the Draft Project Area Plan pursuant to Section 17C-4-102(1)(f) of the Act in the form of Exhibit A attached hereto, then the "Project Area Plan" attached hereto shall be such approved plan. In the event that the Agency makes any changes to the Draft Project Area Plan in the form of Exhibit A attached hereto in connection with its approval pursuant to Section 17C-4-102(1)(f) of the Act, the Agency shall provide the Service Area with a copy of such revised Project Area Plan. If the Service Area approves such revised Project Area Plan, then the Parties shall amend this Agreement to attach

the revised Project Area Plan, and the "Project Area Plan" hereunder shall be the revised Project Area Plan attached to the amendment. In the event that the Parties do not execute an amendment within 90 days of the date the Agency provides the Service Area with the copy of such revised Project Area Plan, this Agreement shall terminate and neither Party shall have any further obligation hereunder.

5. No Third Party Beneficiary. Nothing in this Agreement shall be deemed or considered to create any obligation in favor of or rights in any person or entity not a party to this Agreement. No person or entity is an intended third party beneficiary of this Agreement. Any obligation of the Agency to make any payments to a developer, business or any person or entity is to be set forth in written agreements between the Agency and the person or entity, in accordance with terms and requirements satisfactory to the Agency.

6. Due Diligence. The Service Area has relied upon the Agency for factual data and has for itself prepared its own review and developed its own understanding of the relevant facts and information based upon that data. The Agency has performed its own review, investigation and due diligence regarding the relevant facts concerning the Project Area and Plan and the expected benefits to the community and to the Parties, and each of the Parties relies on its own understandings of those relevant facts and information, after having completed its own due diligence and investigation.

7. Interlocal Cooperation Act. In satisfaction of the requirements of the 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 Cooperation Act.

b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with Section 11-13-202.5 of the 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 Cooperation Act.

d. The term of this Agreement shall not exceed 16 years and shall commence on the publication of the notice required by Section 17C-4-202 of the Act and shall continue through the date on which all of the Agency's Share of the Service Area's Tax Increment has been paid to and disbursed by the Agency as provided herein.

e. Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.

f. No separate legal entity is created by the terms of this Agreement.

8. Publication of Notice. Immediately after execution of this Agreement by the Parties, the Agency shall cause to be published a notice regarding this Agreement and the Parties' resolutions authorizing this Agreement, as provided and allowed pursuant to Section 11-13-219 of the Cooperation Act and in accordance with Section 17C-4-202 of the Act. The Service Area agrees that the Agency may cause such publication of notice to be made on the Service Area's behalf and at the Agency's expense, in a joint publication.

9. Modification. A modification of, or amendment to, any provision contained in this Agreement shall be effective only if the modification or amendment is in writing and signed by the Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

10. Further Documents and Acts. Each of the Parties hereto agrees to cooperate in good faith with the other to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the intent and transactions contemplated under this Agreement.

11. Entire Agreement. This Agreement and its exhibits constitute the entire agreement between the Parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the Parties hereto, oral or written, express or implied, are hereby superseded by this Agreement.

12. Waivers. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

13. Assignment. No Party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all Parties.

14. Incorporation of Recitals. The recitals set forth above are hereby incorporated by reference as part of this Agreement.

15. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

16. Interpretation. The terms "include," "includes," "including" when used herein shall be deemed in each case to be followed by the words "without limitation."

17. Severability. If any provision of this Agreement and any related document shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby,

- a. such holding or action shall be strictly construed;
- b. such provision shall be fully severable;
- c. this Agreement shall be construed and enforced as if such provision had never comprised a part hereof;
- d. the remaining provisions of this Agreement and related documents shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and
- e. in lieu of such illegal, invalid, or unenforceable provision, the Parties hereto shall use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid, and enforceable provision that most nearly effects the Parties' intent in entering into this Agreement.

18. Effective Date. This Agreement shall become effective upon the publication of the summary of this Agreement as provided by law (See Section 17C-4-202 of the Act).

ENTERED into as of the day and year first above written.

REDEVELOPMENT AGENCY OF
SALT LAKE COUNTY

APPROVED AS TO FORM
Salt Lake County District Attorney's Office
By: [Signature]
Deputy District Attorney
Date: 9-27-13

By: [Signature] 10/29/13
Arlyn Bradshaw, Chairperson

[Signature] 12/17/13 [Signature] 12/17/13

UNIFIED FIRE ~~AUTHORITY~~ SERVICE AREA

By: [Signature]
John B. Seghini, Board Chair

part of BG13102C
Salt Lake County
EXH. E

Administrative Approval:
Redevelopment Agency of Salt Lake County



Christina Oliver, Executive Director

Date: 11-7-13

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