

THIS AGENDA IS SUBJECT TO CHANGE WITH MINIMUM 24 HOURS NOTICE



UNIFIED FIRE SERVICE AREA AGENDA

January 21, 2020, 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 SHALL ASSEMBLE FOR A MEETING AT UFA HEADQUARTERS LOCATED AT 3380 SOUTH 900 WEST, SALT LAKE CITY, UT 84119

1. Call to Order – Chair Silvestrini
2. Recognition of Brighton Town – Chair Silvestrini
3. Administer Oath of Office for New Board Members – Cyndee Young, Clerk
4. Public Comment
Please limit comments to three minutes each
5. Approval of Minutes – Chair Silvestrini
 - a. December 17, 2019
6. Approval of Resolutions 01-2020A/B Board Elections – Legal Counsel Anderson
 - a. Chair
 - b. Vice Chair
7. Consider Resolution 01-2020C Approving the Execution of the Revised Restated Interlocal Cooperation Agreement to Create and Govern the Unified Fire Authority
– Legal Counsel Anderson
8. Approval of Resolution 01-2020D Approving the Interlocal Office Space Agreement With Brighton Town
– Legal Counsel Anderson
9. Approval of UFSA/State of Utah Wildland Participation Commitment for 2020 –
WL Division Chief Burchett/Legal Counsel Anderson
10. Approval of Resolution 01-2020E Adopting the UFSA Personal Use and Facility Use Policy – Legal Counsel Anderson
11. Update on RFP for Station Location Software
– Legal Counsel Anderson/Erica Langenfass, UFA Purchasing Agent

12. Quarterly Financial Report – CFO Hill

13. Possible Closed Session

The Unified Fire Service Area 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.

(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

14. Adjournment – Chair

**The next Board meeting will be held on February 18, 2020 at 8:30 a.m. 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 may be held telephonically/electronically to allow a member of the UFSA Board 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 January 2020 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 with the jurisdiction of the public body.

Cynthia Young, UFSA Board Clerk

UNIFIED FIRE SERVICE AREA
Meeting Minutes
10:11 a.m.

Board Members Present

Mayor Kristie Overson
Mayor Jeff Silvestrini
Council Member Allan Perry
Council Member Jared Henderson
Council Member Sheldon Stewart

Mayor Tom Westmoreland
Council Member Trish Hull
Mayor Robert Hale
Mayor Jenny Wilson

Board Members Absent

Council Member Kathleen Bailey
Surveyor Reid Demman
Council Member Richard Snelgrove

Mayor Kelly Bush
Council Member Gary Bowen

Staff

Tony Hill, UFA CFO
Chief Dan Petersen
Cyndee Young, UFA Clerk
Ifo Pili, UFA District Administrator
Rachel Anderson, UFA Legal Counsel

Guests

Assistant Chief Ziolkowski
Assistant Chief Higgs
Assistant Chief Watson
Battalion Chief Dern
Battalion Chief Pilgrim
Battalion Chief Fowlks
Brian Roberts, CLO UFA
Dan Knopp, BCC
District Chief Prokopis
Division Chief Larson
Division Chief Case

Division Chief Robinson
Division Chief Torgersen
Fire Marshal Larson
Kate Turnbaugh, UFA Finance
Keith Zuspan, BCC
Larson Wood, UFA Facilities Manager
Mike Reberg, SLCo
Nile Easton, UFA Director of Communications

.....
Chair Jeff Silvestrini Presided
.....

Called to Order

Chair Silvestrini called the meeting to order at 10:11 a.m. Quorum present.

Public Comment

None.

Approval of Minutes

Council Member Stewart moved to approve the minutes from the November 19, 2019 UFSA Board Meeting as submitted.

Mayor Hale seconded the motion.

All voted in favor.

Public Hearing to Receive and Consider Comments on Proposed 2020 Judgment Levies – CFO Hill

Mayor Wilson moved to open the Public Hearing to receive and consider comments on proposed 2020 judgment levies.

Mayor Hale seconded the motion.

All voted in favor.

No comments.

Mayor Wilson moved to close the Public Hearing to receive and consider comments on proposed 2020 judgment levies.

Mayor Hale seconded the motion.

All voted in favor.

Consider Resolution 12-2019A Approving and Imposing an Ad Valorem Tax Rate for Payment of Eligible Judgments on Taxable Property between March 1, 2019 and September 15, 2019

– CFO Hill

Council Member Perry moved to adopt Resolution 12-2019A approving and imposing an Ad Valorem Tax Rate for payment of eligible judgments on taxable property between March 1, 2019 and September 15, 2019.

Mayor Wilson seconded the motion.

All voted in favor.

Public Hearing to Receive and Consider Comments on Proposed Amendments to the 2019 Budget and the Final 2020 Budget – CFO Hill

CFO Hill outlined the budget amendments presented and asked the Board to approve the movement of funds to the 2020 budget as the work will not begin until 2020 and the projects were budgeted for in 2019

Mayor Overson moved to open the Public Hearing to receive and consider comments on proposed amendments to the 2019 budget and the final 2020 budget.

Mayor Wilson seconded the motion.

All voted in favor.

No comments.

Mayor Wilson moved to close the Public Hearing to receive and consider comments on proposed amendments to the 2019 budget and the final 2020 budget.

Council Member Stewart seconded the motion.

All voted in favor.

Consider Resolution 12-2019B Approving Amendments to the 2019 Budget – CFO Hill

Mayor Wilson moved to adopt Resolution 12-2019B approving the amendments to the 2019 budget.
Council Member Hull seconded the motion.
All voted in favor.

Consider Resolution 12-2019C Approving the 2020 Final Budget – CFO Hill

Mayor Wilson moved to adopt Resolution 12-2019C approving the 2020 Final Budget.
Council Member Hull seconded the motion.
All voted in favor.

Consider Resolution 12-2019D Approving Proposed Exhibit A to the UFA/UFSA Interlocal Agreement for Services for Calendar Year 2020 – CFO Hill

Council Member Stewart moved to adopt Resolution 12-2019D approving Exhibit A to the UFA/UFSA Interlocal Agreement for Services for calendar year 2020.
Council Member Hull seconded the motion.
All voted in favor.

Consider Resolution 12-2019E Approving the Execution of the Revised Restated Interlocal Cooperation Agreement to Create and Govern the Unified Fire Authority – Legal Counsel Anderson

Council Member Stewart asked to defer this decision until the January 21, 2020 UFSA Board Meeting to allow the new council members within the various municipalities to get up to date on the happenings with their respective Boards.
Council Member Henderson seconded the motion.
All voted in favor.

Authorize UFA Staff to Permit the Town of Brighton Temporary Use of Office Space at Station 108 Pending Negotiation and Execution of an Interlocal Agreement – Chair Silvestrini

To date there has not been an agreement drafted. The Town of Brighton will be granted use of the space at Station 108. Chief Petersen stated that Brighton is agreeable with what was discussed in reference to the expectations of use and that he would like Board approval for the UFA Logistics Division to begin necessary changes to restrict access to the remainder of the station from the offices. Counsel Anderson will create an agreement.

Council Member Stewart also asked to amend the request to allow for a 90 day maximum limit for completion and acceptance of the agreement.

Council Member Perry moved to authorize UFA Staff to permit the Town of Brighton temporary use of office space at Station 108, pending negotiation and execution of an Interlocal Agreement, not to exceed 90 days for completion.

Council Member Hull seconded the motion.
All voted in favor.

Consideration of Extension of the Existing Agreement with Sandy City for Delivery of Fire Protection Services for the Unincorporated Areas Inside of Sandy City – Chief Petersen

The current agreement with Sandy City expires the end of 2019. This agreement describes a service delivery concept for the unincorporated spaces within Sandy City.

This request is to allow the extension of the current contract for 6 months to allow the new contract to operate on the fiscal year schedule. The agreement is being repackaged to better outline service delivery which can further accommodate more accurately, any future annexations into Sandy City.

A formal agreement between UFSA and Sandy City will be coming before the Board in the future.

Mayor Wilson moved to authorize the extension of the existing agreement with Sandy City for delivery of fire protection services for the unincorporated areas inside of Sandy City.

Council Member Stewart seconded the motion.

All voted in favor.

Closed Session

None.

Motion to Adjourn

Council Member Hull moved to adjourn the December 17, 2019 UFSA Board Meeting.

Mayor Wilson seconded the motion.

All voted in favor.

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE UNIFIED FIRE SERVICE AREA
APPOINTING A BOARD CHAIR**

WHEREAS, the Unified Fire Service Area (the "Service Area") convened in regular meeting on January 21, 2020, to consider among other things the appointment of a Board Chair; and

WHEREAS, Utah Code Ann. § 17B-1-309 provides that the Board of Trustees ("Board") shall elect a Chair; and

NOW THEREFORE, be it Resolved by the Board that _____
is elected to serve as the Board Chair of the Service Area.

This Resolution shall take effect on January 21, 2020.

APPROVED and ADOPTED this 21st day of January, 2020

UNIFIED FIRE SERVICE AREA

Outgoing Board Chair

ATTEST:

Clerk

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE UNIFIED FIRE SERVICE AREA
APPOINTING A BOARD VICE-CHAIR**

WHEREAS, the Unified Fire Service Area (the "Service Area") convened in regular meeting on January 21, 2020, to consider among other things the appointment of a Board Vice-Chair; and

WHEREAS, Utah Code Ann. § 17B-1-309 provides that the Board of Trustees ("Board") shall elect a Chair and other officers as the Board considers appropriate; and

WHEREAS, the Board finds that it is in the best interests of the Service Area to appoint a Vice-Chair to perform the Chair duties when the Chair is unavailable.

NOW THEREFORE, be it Resolved by the Board that _____
is elected to serve as the Board Vice-Chair of the Service Area.

This Resolution shall take effect on January 21, 2020.

APPROVED and ADOPTED this 21st day of January, 2020

UNIFIED FIRE SERVICE AREA

Board Chair

ATTEST:

Clerk

**UNIFIED FIRE SERVICE AREA
Resolution No. 01-2020C**

**APPROVING AND AUTHORIZING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT
TO REVISE AND RESTATE THE CREATION AND GOVERNANCE OF THE UNIFIED FIRE AUTHORITY**

A. The Interlocal Cooperation Act, Utah Code Ann. §11-13-101 et. seq. (the “Interlocal Cooperation Act”), provides that any two or more public agencies may enter into agreements with one another for joint or cooperative action following the adoption of an appropriate resolution by the governing body of each participating public agency.

B. The Unified Fire Authority (the “Authority”) and its member entities, including this entity, the Unified Fire Service Area (the “UFSA”) are public agencies for purposes of the Interlocal Cooperation Act.

C. The Authority was created in 2004 via interlocal agreement to provide fire protection, emergency medical, and other related services to its member entities.

D. The UFSA, the Authority and the other member entities wish to revise and restate the 2004 agreement to better reflect the current status and operation of the Authority by entering into a new interlocal agreement, the “2019 Interlocal Agreement.”

E. The legislative body of the UFSA, the Authority and the other member entities will each meet in regular open session, in compliance with the Utah Open and Public Meetings Act, to approve each respective entity’s entry into the 2019 Interlocal Agreement.

F. The legal counsel of the UFSA has reviewed and approved the form of the 2019 Interlocal Agreement as required by Utah Code Ann. §11-13-202.5(3).

G. After careful consideration, the Board of Directors of the UFSA has reviewed the form of the 2019 Agreement and determined that it is in the best interests of the UFSA to approve the UFSA's entry into the 2019 Agreement as proposed.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Unified Fire Service Area:

SECTION 1. PURPOSE. The purpose of this Resolution is to approve the entry of the UFSA into an interlocal agreement.

SECTION 2. APPROVAL OF INTERLOCAL AGREEMENT. The Board hereby authorizes and directs the execution and delivery of the Revised and Restated Interlocal Cooperation Agreement Between Public Entities to Create and Govern the Unified Fire Authority (the "2019 Interlocal Agreement"), in the form attached as Exhibit "A" hereto, on behalf of the UFSA.

SECTION 3. RECORDS. The UFSA's keeper of records is authorized and instructed to keep and maintain an executed copy of the 2019 Interlocal Agreement available for inspection.

SECTION 4. EFFECTIVE DATE. This Resolution will take effect upon approval. The 2019 Interlocal Agreement will be effective when the following Interlocal Cooperation Act requirements have been satisfied: (i) the Agreement has been approved by all parties as required by Section 11-13-202(2); (ii) each party to the Agreement has submitted the Agreement to an attorney authorized to represent the said party for review as to proper form and compliance with applicable law as required by Section 11-13-202.5(3); and (iii) the approved, signed Agreement has been filed with the keeper of records of each of the parties as required by Section 11-13-209.

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

UNIFIED FIRE SERVICE AREA

By: _____
Board Chair

APPROVED AS TO FORM:

ATTEST:

Legal Counsel Rachel Anderson

District Clerk Cynthia Young

EXHIBIT "A"

REVISED AND RESTATED INTERLOCAL COOPERATION AGREEMENT BETWEEN PUBLIC ENTITIES TO CREATE AND GOVERN THE UNIFIED FIRE AUTHORITY

This Revised and Restated Interlocal Cooperation Agreement (this "2019 Agreement") is made and entered into as of the 1st day of December 2019, to be effective when all of the conditions identified in Paragraph 27 of this 2019 Agreement have been satisfied, by and between the UNIFIED FIRE SERVICE AREA, a local district and political subdivision of the state of Utah (the "Service Area"); SALT LAKE COUNTY, a body corporate and politic ("County"); the TOWN OF ALTA ("Alta"), COPPERTON METRO TOWNSHIP ("Copperton"), the city of COTTONWOOD HEIGHTS ("Cottonwood Heights"), EAGLE MOUNTAIN CITY ("Eagle Mountain"), EMIGRATION METRO TOWNSHIP ("Emigration"), HERRIMAN CITY ("Herriman"), the CITY OF HOLLADAY ("Holladay"), KEARNS METRO TOWNSHIP ("Kearns"), MAGNA METRO TOWNSHIP ("Magna"), MIDVALE CITY ("Midvale"), MILLCREEK ("Millcreek"), RIVERTON CITY ("Riverton"), TAYLORSVILLE CITY ("Taylorsville"), and WHITE CITY METRO TOWNSHIP ("White City"), all municipal corporations and political subdivisions of the State of Utah. All of the above may be referred to individually as a "Party" and collectively as the "Parties." Alta, Cottonwood Heights, and Holladay may be referred to collectively at times as the "Contracting Entities." The remaining Parties, excluding the Service Area, may be referred to collectively at times as the "Service Area Members." The interlocal entity described herein is referred to as the UNIFIED FIRE AUTHORITY (the "Authority") and will also be considered a Party to this 2019 Agreement.

RECITALS

A. Several of the Parties, as well as other entities no longer affiliated with the Authority, established the Authority via interlocal agreement effective January 1, 2004, which was also subsequently amended (the “2004 Agreement”).

B. The original membership of the Authority has changed over the course of its history, with the City of Draper exiting the Authority, the establishment of the Service Area as a taxing district for the purposes of funding the provision of services by the Authority to the Service Area Members, the incorporation of Millcreek and the metro townships (formerly a part of the unincorporated area of the County), and the annexation of a number of municipalities into the Service Area.

C. Throughout these changes and since its creation in 2004, the Authority has been a provider of fire suppression, emergency medical, and related services to its member municipalities and unincorporated Salt Lake County.

D. The Parties to this 2019 Agreement desire that the Authority continue to provide fire suppression, rescue services, emergency medical services, emergency protection, and related services to the Parties. The Parties believe that the depth of service provided by the Authority ensures that their communities are receiving consistent and high quality service.

E. Because of the significant changes in the membership of the Authority, as well as lessons learned since its creation in 2004, the Parties agree that a revised and restated interlocal agreement is the best means of setting forth the terms and conditions of the continued existence and governance of the Authority. This 2019 Agreement is therefore

intended to, and does, revise and replace, in its entirety, the 2004 Agreement establishing the Authority, including any amendments thereto.

F. Pursuant to the Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 *et seq.* (the “Interlocal Cooperation Act”), the Parties, all of which are “public agencies” for the purposes of the Interlocal Cooperation Act, are authorized to enter into this 2019 Agreement and to thereby maintain an interlocal entity for the provision of fire suppression, rescue services, emergency medical services, emergency protection, and related services to the Parties.

G. The Parties desire to enter into this 2019 Agreement to affirm the creation of the Authority, refine the description of its membership, and revise the governance of, and terms and conditions of service by, the Authority.

AGREEMENT

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

1. **Interlocal Entity.** Pursuant to the Interlocal Cooperation Act, the Parties agree to the continued existence of the Authority as a separate political subdivision and body politic and corporate of the state of Utah, as established pursuant the 2004 Agreement, subject to the revised and restated terms and condition found in this 2019 Agreement.
2. **Name.** The legal entity will continue to be known as the Unified Fire Authority.
3. **Summary of Scope of Services to be Provided by Authority.** The scope and type of services provided to the Parties by the Authority will be determined through the regular

adoption and maintenance of a strategic plan and other policies of the Authority, adherence to standards of emergency response coverage, and the annual budget process as determined by the Authority's Board of Directors (the "Board"). The following guidelines are intended to inform these processes for those geographical areas in which the Authority will directly provide services:

4. The Authority will staff engines and trucks with three or more firefighters in a manner to maintain coverage and response reliability within each community.
 - a. In urban and suburban areas, a Party (or in conjunction with another Party or applicable building authority collectively established by Parties) will own or construct, and provide capital maintenance for, fire stations to be used by the Authority that facilitate a four-minute travel time within its built-upon area. The expectation will be for the Authority to maintain a service level that provides an Insurance Services Office ("ISO"), or similar successor rating agency, suppression rating of 3 or better.
 - b. In rural/interface areas that are not yet significantly built-upon (as designated and identified by the ISO), a Party (or in conjunction with another Party or applicable building authority collectively established by Parties) will own or construct, and provide capital maintenance for, fire stations to be used by the Authority, that will meet the requirements for an ISO suppression rating of 9 (3X) or better.
 - c. At the time of execution of this 2019 Agreement, the currently existing or planned stations are consistent with these guidelines.

5. **Baseline Services.** The following baseline services (“Baseline Services”) are to be included in the member fee (“Member Fee”) described in Paragraph 5. Additional Baseline Services to be included in the annual Member Fee must be approved by a two-thirds vote of the Board as part of its budgetary process. The Member Fee will constitute the payment mechanism by which the Parties pay the Authority for the Baseline Services provided and will be established by the Board during the Authority’s budget process:

a. **Service Delivery:**

- i. Fire Suppression.
- ii. Advanced and Basic Life Support First Response and emergency transport.
- iii. Fire Prevention, including Fire Code review and enforcement.
- iv. Fire / Arson Investigation and Bomb Squad.
- v. Public Information and Community Events.
- vi. Special Operations: hazardous materials, heavy rescue, search and rescue, and surface water rescue.

b. **Support Services.** Support services such as administration, finance, legal, human resources, information technology, medical, training, and logistics necessary for the delivery of the services stated above.

c. **Capital Purchasing.** Timely payment of all debt obligations incurred in capital purchasing and replacement of apparatus and equipment necessary for the delivery of the services stated above.

6. **Member Fee.** Fees and costs for services attributable to the Member Fee will be transparently disclosed and stated with reasonable specificity in each annual budget adopted by the Board. The Board will adopt policies that allow for the guidance and development of the budget. Parties will be provided reasonable notice prior to any significant change in the level of services or reallocation of the Authority's resources compared to the prior fiscal year. Each Contracting Entity will be charged an individual Member Fee and the Service Area will be charged one Member Fee for all of the Service Area Members. Service Area Members will not be charged an individual Member Fee.

7. **County-wide Fire and Emergency Services.** The County (not the other Parties) may budget funds from its County-wide fund to provide county-wide services ("County-wide Services"). Funding for County-wide Services will be separate from fees and other funding agreements provided under this 2019 Agreement. The Authority will prepare a budget request for the County in such form and follow such timelines and procedures as regularly established by the County. The nature and level of County-wide Services provided by the Authority will be in accordance with the funding budgeted by the County. County-wide Services will be integrated into the command structure and organization of the Authority and include the following:

- a. **Emergency Operation Center and Emergency Planning.** Providing emergency services including grant administration; preparing, drafting and reviewing emergency operation plans for County-wide emergency services in accordance with requirements of federal and state statutes and for use by other government agencies in times of disaster or other emergencies; and providing local emergency planning committee services.

- b. Recreation Area Services. Providing fire and emergency medical protection services to areas designated as recreational areas pursuant to Utah Code Ann. §17-34-101, et. seq., or any similar successor provision.
- c. Additional County-wide Services. Additional County-wide Services may be established by separate agreement between the Authority and the County without the need to amend this 2019 Agreement.

8. **Enhanced Services**. A Party may individually enhance the level of Baseline Services provided by the Authority to that Party at an additional cost. The enhancement, cost, and start date of the new enhanced service (“Enhanced Services”) are subject to pre-approval by the Board. The additional fee for Enhanced Services will accrue as of the date such services begin and be due and payable as part of that Party’s Member Fee as provided for in this 2019 Agreement or, in the case of a Party that is part of the Service Area, a separate Enhanced Services fee paid separately to UFA by the Party receiving such services.

9. **External Contract Services**. By separate agreements, other agencies may receive and separately fund services. The Board must approve the extension of external contract services. Examples of current external contracts services being provided include:

- a. Urban Search & Rescue program funded by FEMA grants.
- b. Camp Williams Fire Management Officer and suppression funded by the Utah National Guard.
- c. Utah Data Center protection funded by the Utah Military Installation Development Authority.
- d. The JATC fire school program funded by the Jordan School District.

10. **Governance and Administration of Authority.** The Authority's governing body is its Board, which is comprised of representatives of the Parties served by the Authority (each of which is a "Board Member"). Although the Service Area is a Party to this 2019 Agreement, its role is to act as a taxing district to pay for the Authority's services for the benefit of its members, and will therefore not have any separate, direct representation on the Board beyond its individual members' participation on the Board.

a. **Board of Directors.**

- i. Each city and metro township to which the Authority provides services will receive a position on the Board, regardless of whether they are a Contracting Entity or Service Area Member.
- ii. The County will receive two positions on the Board. One Board Member will be the County Mayor, or a Deputy Mayor or Associate Deputy Mayor as designated by the County Mayor, and one Board Member will be appointed from the County Council.
- iii. Except for the County as provided for in subparagraph a(ii), each Board Member must at all times be an elected official of the Party and either a mayor or councilmember of the municipality's governing body.
- iv. A Party may designate, on an annual basis, an "alternate" Board Member (who must still qualify under subsections a.ii and a.iii above and be designated in writing to the Authority), to attend and fully participate, including voting, in Board meetings on behalf of the Party if that Party's

designated regular Board Member is unable to attend. Board Members are encouraged to appear remotely via phone or video if they are unable to attend in person before utilizing this option and to provide as much notice as possible to staff that the alternate will be attending.

- v. Board Members will serve indefinitely at the pleasure of the appointing entity. Any appointment or removal of a Board Member will be accompanied by a letter or resolution of appointment from the applicable Party notifying the Authority of such action.
- vi. Board meetings, and all actions taken thereby, will require a quorum be present and will operate in compliance with the Open and Public Meetings Act (Utah Code Ann. §52-4-101, et seq.), or successor applicable open meetings law.
- vii. Matters related to the operation of the Board, such as meeting times, the conduct of meetings, chair and vice-chair appointments, etc. will be established and adopted by the Board as written policies and procedures.
- viii. Recognizing the significant time commitment in Board participation, Board Members may, at the discretion of the Board, receive an annual stipend in an amount to be determined by the Board pursuant to the annual budget process for their participation on the Board. While not specifically applicable to the Authority, the Board will comply with the requirements of Utah Code Ann. §10-3-818, or similar successor statutory provision, for any instigation or increase in said stipend. Nothing in this

Agreement will prevent an individual Party from compensating, in its discretion, its representative Board Member directly for time spent on Authority matters.

b. Voting.

- i. For all matters related to the governance of the Authority, each Board Member will be entitled to one vote on the Board and matters, unless otherwise specifically stated herein, will be passed by a vote of at least a majority of the Board at a duly noticed meeting; i.e., the affirmative vote of at least a majority of all Board Members rather than a majority of a quorum of the Board Members present at the particular meeting.
- ii. In regards to any proposed vote of the Board, to be taken pursuant to subsection (b)(i) above, to adopt a fiscal year's tentative or final budget, or to adopt any budget amendment, any two Board Members (or alternates) representing separate Parties who are present at a Board Meeting may call for a "weighted vote," at which time, after an opportunity for discussion and deliberation by the Board, a vote will be taken on such issue based upon a weighted voting system with the weight of each Board Member's vote being determined as follows:
 1. A "Member Fee Percentage" will be calculated by computing the percentage each Party is paying for the Authority's services in comparison to the total of all Member Fees (Member Fees for this calculation do not include payments for County-wide services

provided for in Paragraph 6). UFSA will not be considered a Party for this calculation as its Member Fee in comparison to the total of all Member Fees will be allocated among its member entities in proportion to each Party's taxable value for that fiscal year as calculated by the Utah State Tax Commission.

2. A "Population Percentage" will be calculated by comparing a Party's population to the total population of the communities served by the Authority, using the most recently available census data, as updated by the Kem C. Gardner Policy Institute or other agency subsequently designated by the State of Utah for population estimates.
3. Each Party's Member Fee Percentage and its Population Percentage will then be averaged (i.e. 50 percent allocation by Member Fee Percentage and 50% by Population Percentage) to create the final "Weighted Voting Percentage" for that Party.
4. The County's Weighted Voting Percentage will be divided and allocated equally to each of the County's Board Members for the purposes of a weighted vote. In no event will the total percentage of weighted voting allocated to the County Board Members exceed the County's Weighted Voting Percentage.
5. An example of this calculation as it would occur as of October 1, 2019 is attached hereto as Exhibit "B" with the calculation of the

Member Fee Percentage shown in Table 1, the Population Percentage shown in Table 2, and the Weighted Voting Percentage shown in Table 3.

6. When weighted voting is requested under this paragraph, approval of the budget or amendment will pass with an affirmative vote of the majority of the weighted vote, i.e. a vote that exceeds fifty percent of the total weighted vote of all Board Members rather than a majority of a quorum of the Board Members present at the particular meeting.

c. Executive Staff:

- i. The Board will directly supervise, appoint, and be responsible for removing the Fire Chief/CEO of the Authority. The Board will negotiate, approve, and execute a written employment agreement with the Fire Chief/CEO setting forth the terms and conditions of employment.
- ii. The Board will directly supervise, appoint, and be responsible for removing the Chief Legal Officer of the Authority. The Board will negotiate, approve, and execute a written employment agreement with the Chief Legal Officer setting forth the terms and conditions of employment.

- iii. The Fire Chief will supervise the Chief Financial Officer of the Authority, but will require ratification of the Board for any appointment or removal of an individual to the position of Chief Financial Officer.
 - iv. The Merit System Coordinator, as described in Exhibit A to this 2019 Agreement, will operate pursuant to policies established by the Board and will report to the Board on matters related to the Authority's Fire Merit System. Upon request of the Board, the Fire Chief will make a nomination or, at the request of the Board, nominations of a candidate or candidates for the position of Merit System Coordinator and the Board will appoint a person to the position.
 - v. All other employees will be supervised by the Fire Chief pursuant to policies adopted by the Authority and Exhibit A to this 2019 Agreement.
- d. Policies. The Board will adopt a set of Board Policies that will broadly govern and set the expectations for the operation of the Authority. These Board Policies will inform and direct a set of operational policies created and adopted by the Fire Chief/CEO in consultation with the CLO and Command Staff.

11. **Non-Station Facilities.**

- a. Other Facilities. If the Authority wishes to construct an additional public safety facility, such as a facility for administration, logistics, training, etc., the Board will equitably apportion the cost to construct or remodel any such public safety facility that is used to provide the Baseline Services to the Parties similar to the apportionment of the Member Fee for Baseline Services. If the benefit of such

facility specifically inures to one or more Parties to the exclusion of others, the Board may apportion the cost of such facility to the benefiting Party or Parties to be paid as an addition to the Member Fee (in the case of a Party who is part of the Service Area as a separate fee similar to one charged for Enhanced Services) or by the application of a Party's collected impact fees.

- b. Transition of Stations. Should the Authority decide to discontinue its use of a fire station as an emergency response facility, but the Authority and the owning Party agree that the Authority may continue to use it for another purpose in support of its provision of services, the Authority will assume the capital maintenance responsibility for such facility and will occupy it with an annual lease payment of \$1.00 to the owning Party.

12. **2004 Equipment.** The 2004 Agreement provided a specific description of equipment conveyed to the Authority by the Parties then forming the Authority. The time elapsed since the 2004 Agreement means that all or nearly all of the equipment conveyed has been cycled through, merged with other equipment, or used to the end of its useful life. The Authority represents that any such equipment detailed in the 2004 Agreement is no longer of any value or has been so incorporated into the Authority inventory that it no longer represents identifiable items of separate property. The Parties therefore agree to disclaim any rights to return of property found in the 2004 Agreement and agree that disposition of any equipment to members upon dissolution or withdrawal will be accomplished according to the provisions of this 2019 Agreement.

13. **Employees.** The Parties (excluding the Authority) agree that no Party will have any fiscal obligation or liability for the payment of salary, wages, benefits, or other compensation of employees of the Authority beyond the assessment of the Member Fee.

14. **Merit System.** The Parties agree that the Authority will operate with a Merit System for sworn fire-fighter employees as provided for in Exhibit A and any policies duly adopted to be consistent therewith and general merit principles.

15. **Reports, Audits, and Performance Measures.**

- a. The Authority will be subject to Utah Code § 11-13-501 et seq., or successor provision, for accounting, reporting, budgeting, and auditing requirements, as modified and enhanced as determined by the Board. The functions of budget officer, treasurer, or any other defined function with respect to the Authority will be determined by policies and procedures adopted by the Board. The budgeting cycle for the Authority will be via a fiscal year beginning July 1 and ending June 30 of the succeeding year.
- b. To ensure transparency, the Authority will prepare a financial report as part of the annual budgeting process and receive an annual audit report. Such reports will be both posted online and available upon request.
- c. The Authority will also keep records and statistics related to the performance of its services and will, from time to time, prepare reports summarizing performance. The Board or any individual Party may make a request for the creation of such a report at any time and Authority will use its best efforts to prepare such a report in a timely manner.

16. **Indemnification.** The services the Authority provides are governmental functions and the Parties are all governmental entities under the “Governmental Immunity Act of Utah” (Utah Code § 63G-7-101, et seq.), or successor provision (the “Immunity Act”). The Parties do not waive any immunities, rights, or defenses available under the Immunity Act, nor does any Party waive any limits of liability provided by the Immunity Act. Consistent with the terms of the Immunity Act, and as provided herein, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees. Each Party agrees to defend, indemnify, save and hold harmless the Authority or any other Party (including its elected and appointed officers and employees) from and against demands, claims, actions and/or proceedings, in law or equity(including reasonable attorney’s fees and costs of suit) relating to or arising from actions of that Member’s elected and appointed officers or employees or the Authority’s enforcement of any ordinances of that Party that is alleged to be unconstitutional or illegal.

17. **Term.** This 2019 Agreement will be effective as of the date it is fully approved and executed by the Parties and, unless terminated as provided for herein, will be in effect for a term of twenty-five years. The Parties agree that every five years this 2019 Agreement will be brought before for the Board for review and discussion to determine if revisions are necessary to better accomplish its goals given any changes in circumstances or law that have occurred over the preceding years.

18. **Withdrawal.**

- a. **Cooperation.** If a Party wishes to withdraw from the Authority and the terms and conditions of this 2019 Agreement, the Parties agree to work cooperatively

in such a manner as to minimize the harm to any Party and the public safety of the citizens of all Parties. The Authority will respect the desire and decision of the withdrawing Party, and the withdrawing Party will respect the need for and allow the necessary planning to ensure a withdrawal will result in the minimum impact reasonably possible on the Authority and remaining Parties.

b. Requirements.

- i. Due to the complexities of the operation of the Authority and the significant impact a withdrawal may have on the other Parties, a Party must provide at least twelve months' advance notice as to the date it wishes to withdraw from the Authority. Those twelve months will run from the date the UFA Fire Chief and CLO receive a written notice of withdrawal from the withdrawing Party. The Parties acknowledge that the annual Member Fees paid to the Authority do not constitute the establishment of a debt for any Party and will be paid as services are provided. Furthermore, the Parties acknowledge that the inclusion of a twelve months' withdrawal period renders this 2019 Agreement one of reasonable duration.
- ii. The twelve month notice requirement for withdrawal may be shortened upon mutual agreement between the withdrawing Party and the Authority, if approved by the Board.
- iii. Upon providing notice of its intent to withdraw, the withdrawing Party's Board Member must, if applicable, relinquish his or her position as Board

Chair/Vice-Chair and any committee Chair. The Board Member will also be automatically recused from matters directly affecting the withdrawal process. Such recusal will only extend to voting on matters related to the withdrawal process and the withdrawing Party's Board Member will have the right to participate in Board discussions and debates related to such issues. However, a withdrawing Party's Board Member may be excluded from any closed sessions, properly held pursuant to the Utah Open and Public Meetings Act, to discuss matters related to the withdrawal of that Party. If a withdrawing Party revokes its intent to withdraw, its Board and Committee positions will be reinstated.

- iv. The Parties and the Authority agree that if a Party withdraws and subsequently forms or participates in a new fire department with other Parties, that the Authority and withdrawing Party will, in good faith, negotiate or join existing relevant mutual and automatic aid agreements covering both the Authority and withdrawing Party, subject to approval of the withdrawing Party's governing body.
- v. Upon receiving a notice of intent to withdrawal, the Parties will begin the withdrawal process by creating a withdrawal plan that will comply with the general principles provided for in this Paragraph 17.

c. Disposition of Stations or Equipment.

- i. Station Lease. The Authority will cease using the stations owned by the withdrawing Party upon the effective date of the Party's withdrawal. The

withdrawing Party, or other station owner, will receive the station in an as-is condition as of the effective date of the withdrawal. If the withdrawing Party is not the owner of the station at the time of withdrawal and it wishes to use the station after withdrawal, the withdrawing Party will be responsible for coordinating such use with the station's owner. The Authority will use its best efforts to maintain the station in its condition from the date of the notice to the date of withdrawal, but will not be responsible for any normal wear and tear during the withdrawal period, nor for any deterioration or destruction of the station outside of its control.

- ii. Improvements. If the Authority has constructed or incorporated improvements or fixtures into the real property of the stations that cannot be removed without destroying the improvement's value, the withdrawing party will reimburse the Authority for the depreciated value of the improvements at the time of withdrawal using a ten year straight line depreciation period with no residual.
- iii. Station Inventory. The Authority and the withdrawing Party will meet and confer to create a property disposition plan to account for supplies and equipment located in the stations serving the withdrawing Party that are to be vacated by the Authority. This plan will contain an inventory of any items for which the withdrawing Party can specifically prove ownership. The withdrawing Party will be entitled to retain only such inventoried

items upon withdrawal. All other supplies or equipment used or installed by the Authority during its normal operations and procurement will not be included in this inventory and will be retained by the Authority or sold to the withdrawing Party pursuant to the terms of this 2019 Agreement.

- iv. Apparatus and Equipment. If the withdrawing Party has transferred apparatus or equipment to the Authority and such apparatus or equipment has not been cycled through to the end of its usable life or inseparably incorporated in the Authority's inventory, those units will be returned to the withdrawing Party. All apparatus and equipment purchased through the Authority's capital replacement plan is owned by the Authority.
- v. Debt Obligation. Although the withdrawing Party will not be obligated to continue its portion of the payment for any debt of the Authority related to the acquisition of apparatus and equipment, however, the withdrawing Party will not have any property right to any such apparatus and equipment in the stations serving the withdrawing Party except as provided for above.
- vi. Sale of Apparatus or Equipment. Unless it determines doing so will cause harm to the remaining Parties, the Authority will offer to sell engines, trucks, ambulances, and/or other equipment (each "a unit") assigned to the stations serving the withdrawing Party at full market value (i.e. the retail price the unit would cost in an arms-length transaction given its age

and condition at the time of purchase by the withdrawing Party) as determined by a mutually agreed-upon third party appraisal (hereinafter “FMV”). The withdrawing Party is not obligated to make such a purchase.

1. Any units that were purchased as part of a current, outstanding loan or lease to the Authority will be retained by the Authority. A withdrawing Party may acquire such a unit if the withdrawing Party is able to assume full financial responsibility of the underlying obligation and obtain a full release of the Authority’s obligation to maintain ownership of the unit as collateral for any loan, lease, or other transaction. Such an assumption of liability and release will be subject to agreement with the Authority, including the potential payment of consideration to the Authority to account for any equitable value of the asset (i.e. payment of FMV less the assumed obligation) or the obligation being paid and released through the Authority (i.e. payment of FMV and receipt of the unit without any attached debt obligation), and will only be considered if such a transaction does not adversely affect the Authority’s operations or the financing of the Authority’s other assets. The Authority may also substitute another unit as appropriate.
2. If the withdrawing Party wishes to acquire additional apparatus and equipment units beyond that serving the withdrawing Party,

the Authority, at its option, may offer additional apparatus or equipment at FMV.

- d. Personnel. If the withdrawing Party plans upon withdrawal to start its own department or expand a previously existing department with others, the withdrawing Party agrees to provide (or to encourage, in good faith, the existing department it is joining to provide) an employee selection process exclusively for interested, existing staff of the Authority prior to engaging in an open and public recruitment for staffing.
- i. This process does not include recruitment for Fire Chief or other and executive level positions.
 - ii. The withdrawing Party is not obligated to hire those who apply during this process, merely to give existing staff of the Authority the first opportunity to potentially fill the prospective new positions.
 - iii. The withdrawing Party agrees that employees of the Authority that are hired by the withdrawing Party will have the option to either: 1) receive a payout of their Authority vacation balance directly from the Authority on the employee's date of separation pursuant to the Authority's then existing policy; or 2) transfer of their vacation hours to their new position with the withdrawing Party. In the event of a transfer and acceptance of vacation hours, the Authority will pay to the withdrawing Party the value of the vacation hours at the employee's wage rate as of the employee's last day with the Authority.

- iv. Sick leave balances of employees hired by the withdrawing Party will not be transferred and will be handled pursuant to internal policy and procedure of the Authority.
 - v. Retirements contributions by the Authority for the any employee leaving the Authority and starting work with a withdrawing Party will cease upon the employee's last day with the Authority.
 - vi. The Authority will allow any fire fighter leaving the Authority and moving to the withdrawing Party to take their existing, issued personal protective equipment ("PPE") with them to their new employment with the withdrawing Party. The ownership of the PPE will be transferred to the withdrawing Party at no cost.
- e. Licenses. The Authority will work in good faith with the withdrawing Party to secure or transfer the necessary licenses or contractual arrangements for the provision of emergency ground transportation.

19. **Admission of New Parties**. The Parties anticipate that during the term of this 2019 Agreement additional governmental entities may wish to join the Authority and be bound to the terms and conditions of this 2019 Agreement. The process and requirements for becoming an additional Party to this Agreement and member of the Authority will apply equally to the addition of a new Contracting Entity to the Authority and to the addition of a municipality to the Service Area. The process and requirements should occur prior to the statutory process required for such admission of a municipality to the Service Area, and any entity that approaches the UFSA Board or a UFSA Board Member about joining the UFSA will be

directed to speak first to the UFA Chair and/or the Fire Chief. Admission of an additional Party will be pursuant to the following process and conditions:

- a. The Fire Chief will advise the Board Chair of any expressed interest in joining the Authority of which the Fire Chief becomes aware, and the Board Chair will advise the Fire Chief of any expressed interest in joining the Authority of which the Board Chair becomes aware. The Fire Chief and Board Chair will then have the authority to hold initial, non-public discussions with any municipality or other entity expressing interest in joining the Authority to gauge feasibility or level of interest in joining. However, neither the Fire Chief nor the Board Chair is authorized to discuss the potential of an entity joining the Authority in a public setting without prior notice to and permission from the Board. Further, neither the Fire Chief nor the Board Chair may make any agreements with the potential new member concerning joining the Authority without complying with the requirements of this Paragraph 18.
- b. Under the direction of the Board, the Authority's staff will conduct a feasibility study to evaluate the potential addition of the new member. In conducting the feasibility study under this section, the study should include the following (provided that these guidelines are subject to revision by the Board in subsequent Board Policy without the need to amend this 2019 Agreement):
 - i. Population and population density within the proposed municipality;

- ii. Current and five-year projections of demographics and economic base in the proposed municipality, including household size and income, commercial and industrial development, and public facilities;
- iii. Projected growth in the proposed municipality during the next five years;
- iv. The present and five-year projections of the cost, including overhead, of providing the Baseline Services in the proposed municipality as is provided by the Authority in similar municipalities;
- v. The number, classification, and cost of wages, salaries, and benefits of any line and staff employees that the proposed municipality desires the Authority to absorb as part of joining the Authority assuming that:
 - 1. The Authority will agree to accept all fire personnel assigned to engines, trucks, and ambulances;
 - 2. The Authority will have the option to consider employment of Chief Officers or other staff;
 - 3. Employees transferred to the Authority will transfer with:
 - a. Wages normalized to the Authority pay structure except that if an employee's existing wage is higher, the employee wage will be frozen until the wage is normalized with the Authority wage schedule;
 - b. Seniority equal to years of full time career experience with the joining municipality on last day of employment with the joining municipality;

- c. Vacation leave balance on last day of employment with a calculation of the total liability for vacation accrual that will be paid for by the joining municipality;
 - d. Sick leave balance on last day of employment (if hours exceed existing Authority cap, cost for municipality to buy down the employee's sick leave prior to transferring to the Authority).
- vi. The location, condition, and value of the physical assets necessary to provide services in the joining municipality that would be transferred to the Authority by the municipality including in the study the feasibility of:
 - 1. A Contracting Entity retaining ownership of the fire stations and being responsible for capital maintenance, or a Service Area Member transferring station ownership and responsibility for capital maintenance to the Service Area.
 - 2. Transferring necessary assets, such as apparatus, equipment, PPE, station supplies, etc. to the Authority to provide the services to the joining municipality.
- vii. An assessment of the debts, liabilities, and obligations of the joining municipality that may be necessary for the Authority to acquire in order to provide the services to the joining municipality.
- viii. The fiscal impact that the joining municipality's addition has on other Parties by the Authority, including any Member Fee changes that may

become necessary to maintain existing levels of service for current Parties.

- ix. The impact of adding the municipality to the Authority service area on the Insurance Service Office (ISO) Fire Insurance Community Grading currently held by the Authority.
 - x. Any other factor that staff considers relevant to the question of admitting a new municipality to the Authority.
- c. A joining municipality, depending upon the circumstances and the equities involved in its joining the Authority, may be subject to a separate agreement that may contain a minimum period of membership that will be negotiated based on the review of the circumstances, including the assets and liabilities the municipality will be transferring to the Authority
 - d. Approval of a new municipality as either a Contracting Entity or as a new member of the Service Area would require a two-thirds affirmative vote of the Authority's Board at a duly noticed meeting (i.e., the affirmative vote of at least two-thirds of all Board Members rather than two-thirds of a quorum of the Board Members present at the particular meeting) and the new member agreeing to sign as a Party to this 2019 Agreement.
 - e. After approval by the Board just described, an entity desiring to join the Authority by joining the Service Area (as opposed to becoming a Contracting Entity), must file a resolution to initiate the Annexation procedures set forth in Title 17B, Chapter 1, Part 4 of the Utah Code. As this process is statutory in

nature, a successful annexation cannot be guaranteed. For instance, the annexation statute allows for a certain number of citizen protests to halt an annexation, or to force an election on the matter.

- f. The incorporation of a previously unincorporated area, served by the Authority and located within the Service Area, as a new municipality that remains in the Service Area will not be considered an admission of a “new” Party under this Paragraph. Such municipality will receive a position on the Board as described in Paragraph 9.
- g. A municipality leaving the Service Area to become a Contracting Entity will not be considered a “new” Party, but will be subject to the Member Fee system and calculation for contracting parties as adopted in the current budget.

20. **Coverage Area.** The coverage area of the Authority may increase or otherwise be affected by annexations, disconnections, consolidations, boundary adjustments and/or dissolutions related to the individual Parties. The Parties agree to notify the Authority, in advance, of any such changes to the coverage area. If such a change is significant enough to materially affect the response time or other operational issues, the Parties agree that a change to the Member Fee may be warranted and that such change may be brought to the Board for approval outside of the annual budgetary process.

21. **Service Area.** The Service Area Members are each individual municipalities and are served by the Authority. Each Service Area Member is therefore a separate and independent Party under the terms of this 2019 Agreement and enjoys the rights and remedies provided for herein. In the event of a split in position or controversy between or among the

Service Area Members, those Parties agree that such will be resolved within the context of the membership and governance of the Service Area and the provisions of this 2019 Agreement will not be used to frustrate the Service Area's purposes or otherwise harm the operations of the Authority in providing services to the citizens of the Parties. Similarly, the Authority will assist to the degree reasonably possible any Party wishing to switch from a Contracting Entity to a Service Area Member, or vice versa, to accomplish that Party's goal without discrimination or harm to any other Party. An alteration in the composition of the Service Area that does not increase the extent of the Authority's services to another geographic area needs only to be accompanied by a written acknowledgement reflecting such composition without any need to undergo the amendment process provided for in Paragraph 25. For example, if an unincorporated area that is part of the Service Area incorporates into a municipality or a metro township incorporates into a city, and such new entity remains in the Service Area such that Authority services will continue, no amendment is necessary and the new entity may simply sign an acknowledgement to be bound by the terms of this 2019 Agreement as a Party in its newly established form. It will then be considered, in its new form, as a Party to this 2019 Agreement without the need for further action by the other Parties

22. **Remittance.** Each Party will prospectively remit the payments required to the Authority by this 2019 Agreement, such as the Member Fee established each annual budget year or any other required payments, on a quarterly basis and on the first day of each calendar quarter. Upon agreement between the Authority and a Party, a Party may also pay prospectively amounts due at shorter intervals, such as monthly, so long as the arrangement is agreed upon in advance and in writing.

23. **Breach or Failure to Pay.**

- a. A failure to timely pay the Member Fee or other payment due to the Authority will be considered an immediate and material breach of this 2019 Agreement. Upon such failure to pay, the Authority will notify the breaching Party of the alleged breach and provide thirty days for the breaching Party to remedy the alleged breach. Authority will continue to provide the services provided for in this 2019 Agreement in light of the public safety impacts a cessation of services would cause, however, failure to remedy the alleged breach after thirty days will result in the Authority being allowed to declare a default of this 2019 Agreement. Upon declaration of default, the Authority may seek all remedies available at law or equity (including the judicial remedy of injunctive relief to require the continued payment for services being provided), and the declaration of default will be deemed to constitute an involuntary Notice of Withdrawal to begin the process provided for in Paragraph 17 for the breaching Party.
- b. Upon a material breach of this 2019 Agreement by a Party not involving a failure to pay an amount due, the non-breaching Party or Parties will notify the breaching Party of the alleged breach and provide 30 days to remedy the alleged breach. If the breaching Party fails to remedy the alleged breach, the non-breaching Party or Parties may declare a Default of this 2019 Agreement and seek appropriate remedies in law or equity.

24. **Termination.** Due to the nature of the services being provided and the structure of the Authority, this 2019 Agreement cannot be terminated in its entirety except by the

expiration of its term, by the mutual agreement of all Parties that the Authority should be dissolved as an interlocal entity, or by any other method now or hereafter provided in the Interlocal Cooperation Act, Utah Code Ann. §11-13-101 et.seq. The Agreement may be terminated as to an individual Party pursuant to the withdrawal process provided for Paragraph 17. Upon withdrawal this 2019 Agreement will be terminated with respect to the withdrawing Party, but any remaining payment obligations remaining after withdrawal and all the provision of Paragraph 15 (Indemnification) will survive the termination with respect to said Party.

25. **Dissolution.** The Authority may be dissolved and operations terminated upon the unanimous written consent of all Parties to this 2019 Agreement at the time of dissolution. Upon dissolution, all leases will terminate, all assets actually contributed by a Party still identifiable as separate property with a right of return will be returned to such Party and any remaining assets (whether real property or personal property) of the Authority will be distributed based on a fraction, the numerator of which is the aggregate amount of Member Fees paid by a Party and the denominator of which is the aggregate amount of Member Fees paid by all of the Parties to the Authority for services. Any unpaid liabilities of the Authority will be paid by the Parties based on the same fraction. Such liability will be a joint liability.

26. **Amendment.** This 2019 Agreement may not be amended except by written instrument signed by all Parties. Amendments will be approved as follows:

- a. Amendments may be proposed to the Board by any Party or staff of the Authority.
- b. The Board shall consider the proposed amendment and may only approve the advancement of the proposed amendment for review by the Parties by a vote of

at least two-thirds of the Board present at a duly noticed meeting; i.e., the affirmative vote of at least two-thirds of all Board Members rather than two-thirds of a quorum of the Board Members present at the particular meeting.

- c. Upon advancement, each Party (not including the Authority or the Service Area) must present the proposed amendment to their appropriate legislative bodies for review and consideration.
- d. Each Party (not including the Authority or the Service Area) will have sixty days to review the proposed amendment with its executive officers and legislative body and either provide notice of acceptance of the proposed amendment or suggest alternatives to be considered by the Board.
- e. Subsequent to this legislative review, the Board may approve a final amendment only by a vote of at least two-thirds of the Board at a duly noticed meeting; i.e. the affirmative vote of at least two-thirds of all Board Members rather than two-thirds of a quorum of the Board Members present at the particular meeting.
- f. Upon approval by the Board pursuant to this Paragraph, all Parties must agree to the final Amendment via a written document amending this 2019 Agreement within sixty days. Failure to agree to the approved Amendment will constitute an involuntary Notice to Withdraw pursuant to Paragraph 17.

27. **Notices.** All notices, requests, demands, and other communications hereunder will be in writing and given to any Party by delivering a copy, via U.S. Mail, to the Mayor (or if applicable to the form of government, the Council Chair or City Manager) of any municipal or County Party, sent to that Party's official governmental office address, with a copy also sent to

the same official office and addressed to “City/County Attorney or Chief Counsel.” For the Authority or Service Area, notices should be sent to the following:

If to Authority:
Unified Fire Authority
Office of the Fire Chief
3380 South 900 West
Salt Lake City, UT 84119

With a copy to:
Unified Fire Authority
Chief Legal Officer
3380 South 900 West
Salt Lake City, UT 84119

If to Service Area:
Unified Fire Service Area
Office of the Administrator
3380 South 900 West
Salt Lake City, UT 84119

With a copy to:
Fabian VanCott
Attn: Rachel Anderson
215 South State Street, Suite 1200
Salt Lake City, UT 84111
randerson@fabianvancott.com

28. **Interlocal Cooperation Act.** The Parties enter into this 2019 Agreement pursuant to the Interlocal Cooperation Act. For the purpose of satisfying specific requirements of the Interlocal Cooperation Act, the Parties agree as follows:

- a. This 2019 Agreement maintains and affirms the creation of the separate interlocal entity known as the “Unified Fire Authority” that will operate using its own budget, may acquire real or personal property and may take any other act authorized by Utah law.

- b. The Authority will be governed by its Board and according to the provisions of this 2019 Agreement.
- c. Because this 2019 Agreement cannot take effect until it has met the requirements of the Interlocal Cooperation Act, each Party agrees by its signature that this 2019 Agreement has been presented and approved by that Party's legislative body by a resolution or ordinance that is in compliance with Utah Code Ann. § 11-13-202.5(2) and been submitted and approved by the attorney authorized to represent the Party in compliance with Utah Code Ann. § 11-13-202.5(3). Furthermore, upon approval and execution by the Parties, each Party agrees to keep a copy of this 2019 Agreement on file with the Party's keeper of records.

29. **Entire Agreement.** This 2019 Agreement constitutes the entire agreement between the Parties regarding those subjects that are the subject matter of this 2019 Agreement, and this 2019 Agreement supersedes all prior agreements and understandings between the Parties pertaining thereto, except where otherwise specifically stated herein. Notwithstanding the foregoing, any prior agreements between any Parties, such as leases, land-use agreements, easements, deeds, or other matters separate and distinct from the creation and operation of the Authority as an interlocal entity as provided for in this 2019 Agreement remain in full force and effect and subject to their own respective terms and conditions.

30. **Governing Law & Venue.** The provisions of this 2019 Agreement will be governed by and be construed in accordance with the laws of the state of Utah. Disputes and

other issues between the Parties arising out of or related to this 2019 Agreement will be decided by litigation in the Third Judicial District Court of Salt Lake County, Utah.

31. **Disputes.** In the event of disputes and in the absence of any agreement to the contrary, the Authority will continue to provide services during any litigation and the adverse Party will continue to make payments to the Authority in accordance with the terms of this 2019 Agreement to ensure the continued protection of public safety within the Party's communities. This provision may be enforced by injunctive relieve by the courts if necessary.

32. **Waiver.** No failure by either Party to insist upon strict performance of any covenant, duty, agreement, or condition of this 2019 Agreement, or to exercise any right or remedy consequent upon a breach thereof, will constitute a waiver of any such breach or of any other covenant, agreement, term, or condition of this 2019 Agreement. Either Party may, by notice delivered in the manner provided in this 2019 Agreement, but will be under no obligation to, waive any of its rights or any condition to its obligations hereunder, or any duty, obligation or covenant of the other Party. No waiver will affect or alter the remainder of this Agreement, but each and every other covenant, agreement, term, and condition hereof will continue in full force and effect with respect to any other then existing or subsequently occurring breach.

33. **Severability.** In the event that any condition, covenant, or other provision hereof is held to be invalid, void, or unenforceable, the same will be deemed severable from the remainder of this 2019 Agreement and will in no way affect any other covenant, condition, or other provision herein contained. If such condition, covenant, or other provision will be

deemed invalid due to its scope or breadth, such provision will be deemed valid to the extent of the scope or breadth permitted by law.

34. **Counterparts.** This 2019 Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. Delivery of an executed signature page by facsimile or e-mail transmission shall be effective as delivery of a manually signed counterpart of this 2019 Agreement.

IN WITNESS WHEREOF, the Parties have executed and caused this 2019 Agreement to be duly executed effective as provided in Paragraph 27.

[signatures begin next page]

EXHIBIT A

DEFINITIONS

The terms used in this Fire Merit System plan shall be defined as follows:

- a. "Agreement" shall mean that contract, adopted under the Interlocal Agreement Act, which creates or ratifies the creation of the Unified Fire Authority.
- b. "Board" shall mean the Board of Directors of the Unified Fire Authority.
- c. "Chief" shall be the Fire Chief of the Unified Fire Authority fire department.
- d. "Commission" shall mean the Merit Commission of the Fire Merit System.
- e. "Coordinator" shall be the Coordinator for the Fire Merit System.
- f. "Fire Department" shall mean that part of the Unified Fire Authority which provides fire operational and support services, under the direction of the Chief.
- g. "Members" shall mean the municipalities and county which are signatories of the Agreement.
- h. "Merit System" shall mean the Fire Merit System created to govern personnel matters in UFA, as established by this Exhibit.
- i. "Plan" refers to the Fire Merit System Plan, which creates the Merit System and governs personnel matters therein.
- j. "UFA" shall mean the Unified Fire Authority.

FIRE MERIT SYSTEM

1. Employment in the United Fire Authority ("UFA") will be governed by the Fire Merit System as set out in the Agreement, this Fire Merit System Plan ("Plan"), and policies and procedures adopted under paragraph three below.

a. All employees of the UFA, with the exception of merit-exempt administrative staff and temporaries, will be covered by a Fire Merit System and their employment status will be governed by policies and rules adopted in accordance with this Plan.

b. Merit-exempt administrative employees may be appointed by the Board and shall include a fire chief and such other administrative positions which by their nature are confidential or key policy-making or both, and which cannot or should not be

included in the merit system. Merit-exempt administrative employees are at will. Merit-exempt employees, whose appointment expires or is terminated except for cause, shall be returned to the previous merit position held.

c. Temporary employees, which includes administrative or support staff employees who work less than 1040 hours per year, paid-call firefighters, or wild-land firefighters are merit-exempt and are at will.

2. The Merit System, and the policies adopted under this Plan, shall provide for the effective implementation of basic merit principles, including the following:

- a. Hiring, selecting, advancing and disciplining employees based on ability, knowledge and skill;
- b. providing fair and adequate compensation;
- c. training employees to assure high quality performance;
- d. retaining employees on the basis of adequate performance and separating employees whose inadequate performance cannot be corrected;
- e. fairly treating all applicants and employees without regard to race, color, religion, gender, national origin, political affiliation, age, or disability or any other characteristic protected by federal or state law from discrimination;
- f. providing information regarding political rights and prohibited practices; and
- g. providing a procedure for informal employee grievances and formal appeals.

3. The adoption of personnel policies and the establishment of a pay plan are legislative activities which are the responsibility of the Board.

a. Board shall adopt a comprehensive code of personnel policies and procedures regarding the employment status, procedures and benefits for all employees covered by the merit system, including fire fighters and non-fire fighters. Those personnel policies and procedures must be consistent with merit principles and with the provisions of this exhibit.

b. The Board shall adopt a comprehensive fire merit system classification plan and grade allocation system applicable to all merit- covered employees and shall prepare and establish a pay plan that includes salaries, incentives, leave, insurance, retirement, and other benefits.

4. The administration of the Merit System and classification plan is the responsibility of a Merit System Coordinator (“Coordinator”).
 - a. The Coordinator is a merit-exempt employee or a contractor who works immediately under the direction, and at the pleasure of, the Board.
 - b. The Coordinator maintains and manages the Merit System classification plan, as directed by the Board, makes recommendations regarding Merit System and personnel matters to the Board and to the Fire Chief.
 - c. The Coordinator shall prepare and conduct competitive examinations for both hiring and promotion and shall prepare registers based on the results of those examinations. All positions covered by the Merit System shall be filled by competitive process. The final hiring authority is vested in the Fire Chief, in accordance with policies and procedures adopted by the Board.

5. The resolution of formal personnel grievances and appeals brought by Merit System employees is a judicial activity within the responsibility of a Merit Commission (“Commission”).
 - a. The Commission shall consist of three persons (“Commissioners”) appointed by the UFA Board.
 - b. Commissioners shall be persons who are experienced in personnel, civil service or related matters and who support basic merit principles. Commissioners may not hold elected office nor be employees of the UFA or of Salt Lake County or any municipality contracting with the UFA. Commissioners shall be appointed for three year terms, but the initial terms of commissioners shall be adjusted in order to stagger terms and one commissioner, chosen by lot, shall serve a two-year term, the second a three-year term, and the third a four-year term.

Compensation of Commissioners shall be set by Board policies and procedures. Commissioners may be removed, by the Board, for cause, including failure to perform Commission activities. The internal organization of the Commission, including the appointment of a chair and the establishment of hearing procedures, shall be at the discretion of the Commissioners. Staff assistants and accommodations shall be provided by the Board.
 - c. Commissioners shall have the authority to hear and resolve appeals and disciplinary action which are brought by merit employees. In so doing, the Commission may affirm, modify, or vacate disciplinary action. The subject matter jurisdiction regarding appeals which may be heard by the Commission shall be established and defined by policies and procedures adopted by the Board; provided, however, that the Commission shall always have the authority to hear grievances regarding demotion, suspension without pay and termination. The Board, by policy and procedure, shall

define employee grievances that are and are not appealed to the Commission, and those that are resolved by internal grievance within the fire, emergency, and support command structure.

d. Any appeals by employees regarding general pay inequities which significantly affect the cost of Baseline Services (Agreement paragraph 3), are not heard by the Commission, but are appealed to and resolved by the UFA Board. Appeals regarding pay inequities shall be resolved in accordance with policies adopted by Board.

6. The UFA's operational services, including fire, paramedic, emergency and support staff services, are provided by the UFA Fire Department ("Department"). Personnel administration as set out below in the Department is the responsibility of the Fire Chief.

a. The Fire Chief is responsible for management of the Fire Department, including those operational personnel matters which are not specifically vested in the Coordinator under the provisions of this plan. The Fire Chief shall adopt and promulgate an operational procedures manual regarding standard operating procedures in the Department, including but not limited to personnel matters such as work schedules and assignments, payroll procedures, staffing, travel and training.

b. All employees are subject to disciplinary action based on misconduct or failure to perform, under the responsibility of the Fire Chief and as defined in policies and procedures adopted by the Board. Such policies and procedures shall comply with merit principles as established in this Plan. The right to review disciplinary action shall be established by policies and procedures, which shall distinguish between disciplinary action which is subject to formal appeal to the Commission and that which is subject to informal grievance internal to the Department.

c. The Fire Chief shall administer and support an internal grievance review system which may include mediation or a peer review board, as provided in Policies and Procedures adopted by the Board.

d. The Fire Chief shall be responsible to develop job descriptions, make final selections for appointments and promotions from registers as established herein, conduct performance evaluations and to carry out the responsibilities vested in the Fire Chief by Policies and Procedures and may make recommendations to the Board and the Director regarding merit system issues.

7. Amendments to this Plan may be proposed by the Fire Chief, the Coordinator, a member of the Board, or other interested parties. A proposed amendment shall be submitted to the Board for consideration and review. The Board shall make a recommendation regarding the proposal and forward it to the legislative bodies of the County and of each city contracting with the UFA for consideration and approval. If at least two-thirds of the legislative bodies of

the County and cities concur in the proposed amendment, it shall be adopted and become part of this plan.

EXHIBIT "B"

| Table 1. MEMBER FEE PERCENTAGE | | | |
|---------------------------------------|-----------------------|------------------|---------------------|
| Member | FUNDING TO UFA | % of UFSA | % OF FUNDING |
| UFSA* | \$48,890,839 | | 88.17% |
| Millcreek City | | 20.38% | 17.97% |
| Salt Lake County Unincorporated | | 18.18% | 16.03% |
| Taylorsville City | | 13.06% | 11.52% |
| Riverton City | | 12.21% | 10.77% |
| Herriman City | | 9.61% | 8.47% |
| Midvale City | | 8.49% | 7.48% |
| Cottonwood Heights City | \$3,818,822 | n/a | 6.89% |
| Eagle Mountain City | | 6.98% | 6.15% |
| Holladay City | \$2,586,904 | n/a | 4.67% |
| Kearns Metro Township | | 4.89% | 4.31% |
| Magna Metro Township | | 4.21% | 3.71% |
| Emigration Metro Township | | 0.96% | 0.84% |
| White City Metro Township | | 0.93% | 0.82% |
| Alta Town | \$152,665 | n/a | 0.28% |
| Copperton Metro Township | | 0.12% | 0.11% |
| TOTAL | 55,449,230 | 100.00% | 100.00% |

*UFSA's percentage of UFA Member Fees is divided between UFSA members based on taxable value:

UFSA BREAKDOWN BY 2019 TAXABLE VALUE

| UFSA Members | Taxable Value | % of total |
|---------------------------------|-----------------------|-------------------|
| Copperton Metro Township | 33,690,335 | 0.12% |
| Eagle Mountain City | 1,943,067,756 | 6.98% |
| Emigration Metro Township | 266,505,821 | 0.96% |
| Herriman City | 2,675,129,875 | 9.61% |
| Kearns Metro Township | 1,362,438,642 | 4.89% |
| Magna Metro Township | 1,171,724,025 | 4.21% |
| Midvale City | 2,363,336,028 | 8.49% |
| Millcreek City | 5,675,214,848 | 20.38% |
| Riverton City | 3,401,242,120 | 12.21% |
| Salt Lake County Unincorporated | 5,063,126,841 | 18.18% |
| Taylorsville City | 3,637,908,383 | 13.06% |
| White City Metro Township | 257,643,776 | 0.93% |
| TOTAL | 27,851,028,450 | 100% |

Table 2. POPULATION PERCENTAGE

| <u>Municipality</u> | <u>Population</u> | <u>% of Total</u> |
|---------------------------------|-------------------|-------------------|
| Millcreek City | 60,308 | 14.29% |
| Taylorsville City | 59,601 | 14.12% |
| Riverton City | 44,231 | 10.48% |
| Herriman City | 42,981 | 10.18% |
| Kearns Metro Township | 35,242 | 8.35% |
| Eagle Mountain City | 34,632 | 8.21% |
| Midvale City | 34,263 | 8.12% |
| Cottonwood Heights City | 33,626 | 7.97% |
| Holladay City | 31,110 | 7.37% |
| Magna Metro Township | 27,450 | 6.50% |
| Salt Lake County Unincorporated | 10,193 | 2.42% |
| White City Metro Township | 5,599 | 1.33% |
| Emigration Metro Township | 1,623 | 0.38% |
| Copperton Metro Township | 812 | 0.19% |
| Alta Town | 378 | 0.09% |
| TOTAL | 422,049 | 100.00% |

Source: Kem Gardner Policy Institute, University of Utah
Salt Lake and Utah County Subcounty Estimates
Subcounty Estimates Data (Excel Format) / City-Population tab / Total Population column

Table 3. WEIGHTED VOTING PERCENTAGES

| Member | POPULATION | MEMBER FEE | WEIGHTED VOTE |
|---------------------------------|-------------------|-------------------|----------------------|
| Millcreek City | 14.29% | 17.97% | 16.13% |
| Taylorsville City | 14.12% | 11.52% | 12.82% |
| Riverton City | 10.48% | 10.77% | 10.62% |
| Herriman City | 10.18% | 8.47% | 9.33% |
| Salt Lake County Unincorporated | 2.42% | 16.03% | 9.22% |
| Midvale City | 8.12% | 7.48% | 7.80% |
| Cottonwood Heights City | 7.97% | 6.89% | 7.43% |
| Eagle Mountain City | 8.21% | 6.15% | 7.18% |
| Kearns Metro Township | 8.35% | 4.31% | 6.33% |
| Holladay City | 7.37% | 4.67% | 6.02% |
| Magna Metro Township | 6.50% | 3.71% | 5.11% |
| White City Metro Township | 1.33% | 0.82% | 1.07% |
| Emigration Metro Township | 0.38% | 0.84% | 0.61% |
| Alta Town | 0.09% | 0.28% | 0.18% |
| Copperton Metro Township | 0.19% | 0.11% | 0.15% |
| TOTAL | 100.00% | 100.00% | 100.00% |

INTERLOCAL OFFICE SPACE LEASE AGREEMENT

This agreement is dated January 21, 2020 and is between UNIFIED FIRE SERVICE AREA, a local district of the state of Utah ("UFSA") and the TOWN OF BRIGHTON, a municipality of the state of Utah ("Brighton").

RECITALS

A. UFSA is a local district organized to assess and collect taxes for the provision of fire suppression, emergency medical, and related services within its boundaries. UFSA is a member of the Unified Fire Authority, which provides the fire suppression, emergency medical, and related services to the UFSA and other members.

B. UFSA owns fire stations, including Station 108, located at 7688 S. Big Cottonwood Canyon Road, Brighton, Utah 84121 ("Station 108").

C. Brighton recently incorporated as a town on December 30, 2019, and has determined that it is in the best interests of Brighton and its residents to rent office space in Station 108 for the use and needs of the Brighton Town Council, and the Board of Trustees of the UFSA agree that it is in the best interest of the UFSA to allow Brighton to lease the office space.

D. Pursuant to the Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 *et seq.* (the "Interlocal Cooperation Act"), UFSA and Brighton are authorized to enter into this agreement enabling them to cooperate on the basis of mutual advantage by sharing a government-owned facility in a manner beneficial to the UFSA and Brighton communities.

AGREEMENT

UFSA and Brighton therefor agree as follows:

1. GRANT OF LEASE

UFSA does hereby lease to Brighton two office space rooms in Station 108, which consist of approximately 156 square feet and 130 square feet of office space, respectively, together with non-exclusive access to common areas including doorways, entryways, hallways, restrooms, and walkways adjacent to and necessary for accessing the offices, depicted on Exhibit A (together, the "Premises"). In addition, for no additional fee, Brighton may use the conference room for Brighton meetings so long as it reserves the time with the Unified Fire Authority, which operates Station 108.

2. TERM OF LEASE

The term of this agreement shall be for the period of three years from January 1, 2020, through December 31, 2022 ("Term"), unless terminated earlier as hereinafter provided. This agreement will automatically be extended thereafter for additional three (3) year terms (each

an "Extension Term") upon the same conditions of this lease, except as provided herein, unless Brighton indicates its intent not to renew as hereinafter provided.

3. RENT

A. Brighton shall pay UFSA as rent for said Premises \$11,394.00 per year ("Annual Rent"), paid in full annually on or before January 31 of each year of the Term or any Extension Term. For the year 2020, Brighton shall make the full Annual Rent payment within 30 days of execution of this agreement by both parties. The Annual Rent shall increase by 3% for the duration of each Extension Term.

B. Additionally, Brighton shall make a one-time payment to UFSA of \$980.00, to be paid in full at the time Brighton pays its first Annual Rent payment (for the 2020 year), for the purpose of UFSA isolating access from the Premises to the rest of Station 108.

4. PARKING

Brighton and its guests may use any parking stalls in the parking areas at Station 108, so long as parked cars do not interfere with ingress or egress of emergency apparatus.

5. FURNISHINGS

Brighton may use the desk and fixed furnishings provided by UFSA (or the Unified Fire Authority, which operates out of Station 108) within the Premises. All furnishings provided by UFSA or UFA shall be labeled by UFSA or UFA to be readily identified as UFSA or UFA property. Brighton may provide any additional office furnishings at its own costs and expense. Brighton shall be responsible to provide at its own costs and expense any other furnishings and office supplies necessary and related to its use of the Premises.

6. SURRENDER OF PREMISES AT TERMINATION

At the expiration of the Term and any Extension Term of this agreement, or upon any surrender of the premises according to the terms and conditions herein, Brighton will yield said Premises to UFSA in as good order and condition as when entered upon by Brighton, subject to reasonable use and wear, casualty not the fault of Brighton, and damage by the elements.

7. MAINTENANCE

A. UFSA shall be responsible for the following items of maintenance, unless such maintenance is required as result of the willful or negligent action or inaction of Brighton or its employees, agents, or subcontractors: roof, exterior walls, interior support walls, structural repair, exterior painting, yard maintenance, plumbing equipment, heating and air conditioning equipment, electrical equipment, light globes and tubes, janitorial cleaning services and supplies, carpet cleaning, glass breakage, trash and snow removal from building, and parking lot maintenance.

B. Brighton shall be responsible to repair and maintain the Premises in good order and condition, except for reasonable wear and tear and the repairs required of UFSA herein. Brighton shall be responsible for routine cleaning of the Premises and trash removal from the Premises (the offices).

8. UTILITIES, TAXES, AND INSURANCE

UFSA shall be responsible for the following utilities and insurance: power, heat, water, sewer, and casualty insurance on the building. Two telephone lines will be provided to Brighton by UFSA. Brighton will be responsible for one-half of the internet costs, including all service fees and installation fees ("Internet Fees"). UFSA retains full discretion to choose the internet service provider, service plan, upgrades, and any other matters relating to internet. Either UFSA or UFA will bill Brighton monthly for Internet Fees, and payment is due within thirty days of receipt. Brighton shall also be responsible for the following: taxes upon Brighton's personal property or business operations (if any), and insurance upon Brighton's personal property as well as all other insurance required under this agreement or by law.

9. RIGHT TO LEASE PREMISES

UFSA hereby warrants that it has the legal right to lease the Premises.

10. SUBLETTING OR ASSIGNMENT

Brighton will not sublet the premises or any portion thereof or assign the lease without the prior written consent of UFSA.

11. QUIET ENJOYMENT OF PREMISES

UFSA covenants with Brighton that upon fully complying with and properly performing all of the terms, conditions and covenants hereof to be performed by Brighton, Brighton shall have the use of the Premises for the lease term set forth herein unless terminated as provided in paragraph 21 or paragraph 22 herein.

12. CONDEMNATION.

If the whole of the Premises shall be taken by any public or governmental authority under the power of eminent domain, then the term of this agreement shall cease as of the date possession is taken by such authority and the lease payments required hereunder shall be paid through the date of possession and not thereafter. The term "eminent domain" as used in this paragraph shall include the exercise of any similar governmental power and any purchase or other acquisition in lieu thereof by a governmental entity. UFSA reserves all rights to compensation for damages to the Premises, the building, the land and the leasehold accruing by reason of the exercise of eminent domain.

13. DAMAGE BY FIRE AND OTHER CASUALTY.

A. In the event that the Premises should be substantially damaged or destroyed by fire or other casualty, then, and in such event, UFSA shall have the right to terminate this agreement by giving written notice to the Brighton within thirty (30) days after such damage or destruction. If this agreement is not terminated, then UFSA shall restore the Premises to substantially the same condition they were in immediately preceding the damage or destruction, excluding therefrom any obligation to restore any leasehold improvements made by Brighton or any change in the Premises made by the Brighton. If the damage or destruction and/or restoration shall substantially

interfere with the Brighton's use of the Premises, as provided herein, for a continuous period of forty-five (45) days or more (commencing on the date of the fire or other casualty), then the Brighton may elect to terminate this agreement by giving written notice to UFSA within five (5) days after the end of such forty-five (45) day period.

- B. If the Premises are damaged and Brighton retains possession, rents from the date the damage was sustained to the completion of repairs and restorations shall be reduced on a pro rata basis to the extent that the Premises were untenable.
- C. UFSA and Brighton hereby waive all causes and rights of recovery against each other or their respective agents, officers and employees for any loss sustained to the Premises or personal property brought and kept therein regardless of cause or origin, to the extent of any recovery by either party from any policy of insurance.

14. USE OF PREMISES

The Premises shall be used by Brighton as office space.

15. INDEMNIFICATION

Brighton agrees to indemnify, hold harmless, and defend the UFSA, its officers, agents, and employees from and against any and all losses, damages, injuries, liabilities, and claims, including claims for personal injury, death, or damage to personal property or profits, , resulting directly or indirectly from, or arising out of Brighton's use or operation of the Premises and the furniture and furnishings contained therein related to Brighton's negligent performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of UFSA, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Brighton; and provided further, that nothing herein shall require Brighton to hold harmless or defend UFSA, its agents, employees and/or officers from any claims arising from the sole negligence of UFSA, its agents, employees, and/or officers.

16. CONDITION OF PREMISES

Brighton has examined the Premises and certifies that it is in receipt of Premises in a condition of good order and repair.

17. INSURANCE

Brighton shall, at its sole cost and expense, secure and maintain during the term of this agreement, including all renewal or additional terms, the following minimum insurance coverage:

GENERAL INSURANCE REQUIREMENTS FOR ALL POLICIES

- A. Any insurance coverage required herein that is written on an "occurrence" form rather than on a "claims made" form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this agreement, and (ii) be maintained for a period

of at least 3 (three) years following the end of the term of this agreement or contain a comparable “extended discovery” clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to the UFSA.

B. All policies of insurance shall be issued by insurance companies licensed to do business in the state of Utah and either:

(i) Currently rated A- or better by A.M. Best Company;

—OR—

(ii) Listed in the United States Treasury Department’s current *Listing of Approved Sureties (Department Circular 570)*, as amended.

C. Brighton shall furnish certificates of insurance, acceptable to UFSA, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.

D. In the event any work is subcontracted, Brighton shall require its subcontractor, at no cost to the UFSA, to secure and maintain all minimum insurance coverages required of the Brighton hereunder.

E. Brighton’s insurance policies shall be primary and non-contributory to any other coverage available to UFSA.

F. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, Brighton shall provide a new certificate of insurance within 30 (thirty) days after being notified thereof in writing by the UFSA, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to UFSA.

G. All required certificates and policies shall provide that coverage thereunder shall not be canceled or modified without providing 30 (thirty) days prior written notice to UFSA in a manner approved by the UFSA.

H. In the event Brighton fails to maintain and keep in force any insurance policies as required herein, UFSA shall have the right at its sole discretion to obtain such coverage and charge Brighton for the costs of said insurance.

REQUIRED INSURANCE POLICIES

Brighton, at its own cost, agrees to secure and maintain during the Term and any Extension Term the following required policies of insurance in accordance with the general insurance requirements set forth in the preceding subsection:

A. Workers’ compensation and employer’s liability insurance as required by the state of Utah, unless a waiver of coverage is allowed and acquired pursuant to Utah law. This requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations and partnerships. In the event any work is subcontracted, Brighton shall require its subcontractor(s) similarly to provide workers’ compensation insurance for all of the latter’s employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

B. Commercial general liability insurance on an occurrence form in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general policy aggregate and \$2,000,000 products completed operations policy aggregate. The policy shall protect UFSA,

Brighton, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from Brighton's operations or use under this agreement, whether performed by Brighton itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations. The policy shall be primary and not contributing to any other policy or coverage available to UFSA whether such coverage be primary, contributing or excess.

18. WAIVER

It is agreed that the waiving of any of the covenants of this agreement by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenant or any provision herein contained.

19. ENTRY AND INSPECTION

Brighton hereby grants a continuing right of access to the Premises or any part hereof to UFSA and its employees, agents, and representatives. Said access shall be afforded at all reasonable times for the purpose of inspecting the Premises, for necessary repairs and maintenance, for enforcement of the provisions hereof or for any other necessary or reasonable purpose of UFSA.

20. IMPROVEMENTS

No alterations, additions, or improvements, including changes in furnishings or décor may be made by Brighton to the leased Premises without first obtaining prior written approval from UFSA, except as otherwise authorized herein. Brighton shall not construct or place any sign on the Premises or Station 108 without first obtaining the prior written approval of UFSA. Brighton shall remove all signs upon the expiration or earlier termination of this agreement, and immediately repair any damage to the Premises caused by, or resulting from, such removal. Any alterations or repairs shall only be made by UFSA and ownership of any and all improvements and repairs which shall be made or installed in or on the Premises shall remain with the premises at the expiration of this agreement or any renewal or extension.

21. TERMINATION

Either party may terminate this agreement for convenience by giving the other party one hundred eighty (180) days written notice of the date of such termination. Upon such termination, Brighton agrees to vacate the Premises on the termination date and return possession thereof to UFSA.

22. DEFAULT

In the event lease payments are not paid on time, or the Premises are used or permitted to be used contrary to the provisions of this agreement, UFSA may re-enter and take possession thereof and re-let the Premises and hold Brighton liable for any damages or losses which may arise from Brighton's default. If any party defaults in the performance of any of its obligations under this Lease, the non-defaulting party shall notify the defaulting party of the default, and the defaulting party shall have thirty (30) days after receiving such notice to cure the default. If

the defaulting party is not reasonably able to cure the default within a thirty (30) day period, the defaulting party shall have an additional reasonable period of time to cure the default as long as the defaulting party commences the cure within the 30-day period and thereafter diligently pursues the cure to completion. In the event of a default by the defaulting party which is not cured after notice and within the applicable cure period the non-defaulting party shall be entitled to exercise all remedies at law and in equity.

23. LIENS

Brighton shall not permit any lien or other claim or demand to be enforced against the Premises by reason of Brighton's use of the Premises. Brighton agrees to immediately notify UFSA of any notice of lien, claim, or demand made upon it with regard to the Premises. Mechanics' liens or other claims that affect or may affect UFSA's title which are caused by acts or omissions of Brighton and that are not removed or corrected, or are not corrected as soon as reasonably practicable more than thirty (30) days after notice of said lien or claim is given, shall constitute a default and shall entitle UFSA to terminate this agreement upon ten (10) days' notice in writing.

24. NOTICES

Whenever any notice, approval, consent, request, or election is given or made pursuant to this lease, it shall be in writing sent by certified mail, return receipt requested; or registered mail; or it shall be delivered personally. Said notices and payments shall utilize the following addresses:

BRIGHTON: Town of Brighton
 Mayor Dan Knopp
 7688 S. Big Cottonwood Canyon Rd.
 Brighton, UT 84121
 E-mail: DKnopp@brighton.utah.gov

With a copy to Counsel for Brighton
 Peak Law, PLLC
 Polly McLean
 395 Crestview Drive
 Park City, UT 84098
 E-mail: polly@peaklaw.net

UFSA: Unified Fire Service Area
 Ifo Pili, District Administrator
 3380 South 900 West
 Salt Lake City, UT 84119
 E-mail: jpili@emcity.org

With a copy to Counsel for UFSA

Fabian VanCott
Rachel S. Anderson
215 South State Street, Suite 1200
Salt Lake City, UT 84111
E-mail: randerson@fabianvancott.com

25. INTERLOCAL COOPERATION ACT

In satisfaction of the Interlocal Cooperation Act, the parties agree as follows. This agreement will be administered by the District Administrator of the UFSA and the Mayor of Brighton, or their designees. This agreement does not create a separate entity, no joint budget will be established or maintained, and it is not anticipated that voting among members will be required. 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. This agreement will not take effect until: (a) it has been approved by both parties, as required by Utah Code Ann. § 11-13-202(2), (b) it has been submitted to the attorney authorized to represent each party for review as to proper form and compliance with law, as required by Utah Code Ann. § 11-13-202.5, and (c) it has been filed with the keeper of records of each party, as required by Utah Code Ann. § 11-13-209.

26. MISCELLANEOUS

A. Entire Agreement. This agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes all negotiations, representations, prior discussions, and preliminary agreements between the parties hereto, whether oral or written.

B. Governing Law. This agreement will be governed by and construed in accordance with Utah law.

C. Counterparts. This agreement may be executed in one or more counterparts, all of which when taken together shall constitute but one agreement. Scanned signatures are acceptable and shall be treated as originals.

The parties execute this agreement the day and year recited above.

UNIFIED FIRE SERVICE AREA

By _____
Ifo Pili, District Administrator

APPROVED AS TO FORM

Rachel S. Anderson
Attorney for UFSA

TOWN OF BRIGHTON

By _____
Dan Knopp, Mayor

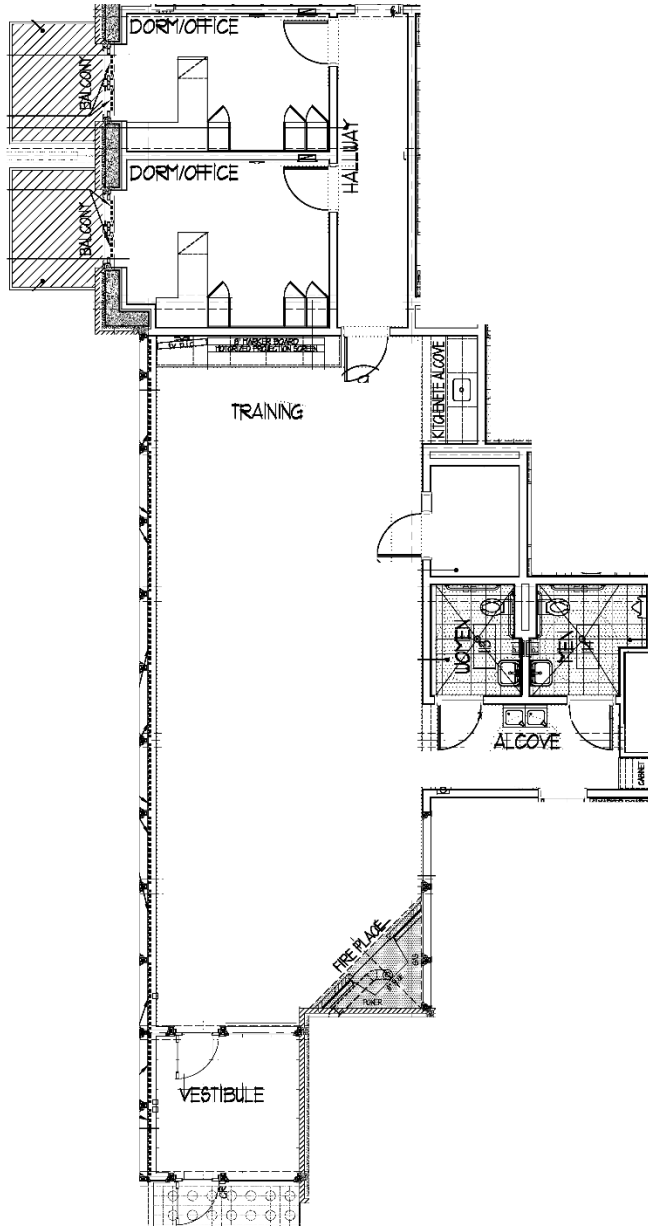
ATTEST:

Barbara Cameron, Acting Town Clerk

APPROVED AS TO FORM

Polly McLean
Attorney for Brighton

Exhibit A
PREMISES



RESOLUTION OF THE UNIFIED FIRE SERVICE AREA BOARD APPROVING THE INTERLOCAL OFFICE SPACE LEASE AGREEMENT WITH TOWN OF BRIGHTON

WHEREAS, the Board of Trustees of the Unified Fire Service Area (the "Service Area") desires to approve the Interlocal Agreement with the Town of Brighton for a lease of office space in Station 108.

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

1. That the Interlocal Office Space Lease Agreement with the Town of Brighton (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 January, 2020.

**BOARD OF TRUSTEES
UNIFIED FIRE SERVICE AREA**

By: _____
Board Chair

ATTEST:

Cynthia Young, Clerk



Utah Division of Forestry, Fire and State Lands
1594 West North Temple, Suite 3520
P.O. Box 145703
Salt Lake City, UT 84114-5703



**FINANCIAL STATEMENT: WILDLAND FIRE PROGRAM PARTICIPATION COMMITMENT BETWEEN
UTAH DIVISION OF FORESTRY, FIRE AND STATE LANDS
and UNIFIED FIRE SERVICE AUTHORITY**

| | Medium Risk Assessment | High Risk Assessment | Total |
|---|------------------------------------|----------------------|-----------|
| | \$35,188 | \$68,030 | \$103,218 |
| Division's 10 year fire suppression cost average within the jurisdiction: | | | \$48,717 |
| NOT A BILL. DO NOT PAY. | Participation Commitment for 2020: | | \$151,935 |

List below how the Participating Entity plans to meet the Participation Commitment total above. List the project, action or acquisition. Category (fuel mitigation, wildfire prevention, wildfire suppression capacity) Duration (how long will the project take to complete) Value this Year (estimated value to be claimed this year) All Projects-Actions or Acquisitions must be included in the approved Community Wildfire Preparedness Plan

| Proposed Project, Action, or Acquisition | Category | Duration | Value this Year |
|--|----------|----------|-----------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Utah Division of Forestry, Fire and State Lands

Signature

Print Name and Title

Official Participating Entity Representative

Signature

Print Name and Title

Date

Date

Utah Division of Forestry, Fire and State Lands
 1594 West North Temple, Suite 3520
 P.O. Box 145703
 Salt Lake City, UT 84114-5703

Fire Suppression Cost 10 Year Average Calculations

| YEAR | NORMAL FIRE SUPPRESSION COSTS (See Note 2) | TIMES INFLATION RATE FACTOR (See Note 3) | EQUALS ADJUSTED FIRE COSTS IN CONSTANT DOLLARS |
|------------------------|---|---|--|
| 2009 | \$381 | 1.14 | \$434 |
| 2010 | \$67,675 | 1.12 | \$75,796 |
| 2011 | \$88,071 | 1.09 | \$95,997 |
| 2012 | \$800,956 | 1.07 | \$857,023 |
| 2013 | \$0 | 1.05 | \$0 |
| 2014 | \$0 | 1.04 | \$0 |
| 2015 | \$168,111 | 1.04 | \$174,835 |
| 2016 | \$24,629 | 1.01 | \$24,875 |
| 2017 | \$102 | 1.03 | \$105 |
| 2018 | \$18,051 | 0.98 | \$17,690 |
| TOTAL: | | | \$389,732 |
| DIVIDED BY EIGHT YEARS | | | \$48,717 |

FREQUENTLY ASKED QUESTIONS ON THE POLICY ADDRESSING UTAH'S CATASTROPHIC WILDFIRE REDUCTION STRATEGY (CatFire)



Q: Why is this change being proposed?

A: The Utah State Legislature and Governor Herbert have both concurred in directing the Division of Forestry, Fire & State Lands to develop a Comprehensive Statewide Wildland Fire Prevention, Preparedness and Suppression Policy. In addition, state statute contains potentially conflicting direction; currently, there is no way for the State of Utah to assist municipal governments financially. The policy change will enable the State to include all jurisdictions. With trends in wildfire costs, the current practices are not sustainable.

Q: Is participation mandatory or compulsory?

A: Participation is not required. Local governments are encouraged to learn the potential benefits and decide if participation is right for them. The system is opt-in.

Q: What is the "Participation Match" (PM)?

A: The PM is a calculated dollar amount that each city, town or county is responsible for meeting in order to fulfill their responsibility and receive State coverage for the payment of catastrophic wildfires that occur within their boundaries.

Q: Does the city/county pay the PM to the State?

A: No. The State does not require any payment of the PM. Participating governments conduct *prevention, preparedness and mitigation* actions and track the eligible expenses and provide documentation to satisfy their PM amount.

Q: How is the Participation Match calculated?

A: Two factors are used to calculate the PM: 1) Historic Wildfire Cost Average over 10 years with the highest and lowest cost years discarded. 2) Actual wildfire risk based on a wide-ranging and inclusive analysis using the State's Risk Assessment Model.

Q: How can I reduce my Participation Match?

A: The types of activities you choose to carry out in satisfying your PM can actually cause your match amount to decline over time. As *prevention, preparedness and mitigation* work is done, your score in the Risk Assessment Model will go down and as your costs go down, your Historic Wildfire Cost Average will also decline.

Q: What are my city/town/county's responsibilities when it comes to wildfire suppression?

A: All participating local governments are required to conduct initial attack, suppressing wildfires as aggressively as possible. As wildland fire training and apparatus are enhanced, your percent of wildfires caught in initial attack will also go up. This will result in a decline in Historic Wildfire Cost Average. Once a wildfire has outpaced local capacity, the fire costs can be delegated to the State.

Q: Who pays for initial attack? Can it be counted toward a city/town/county's PM?

A: The city, town or county pays for its own initial attack along with its other emergency response costs. Initial attack costs cannot be counted toward PM. As part of participation, cities, towns and counties **DO NOT PAY FOR ANY AIRCRAFT** even if the aircraft is used in initial attack.

Q: When is a wildfire considered to be beyond "Initial Attack"?

A: There are 4 ways for a wildfire to transitioned into a delegation of financial responsibility to the State:

1. If the local government(s) decide to transition out of initial attack
2. If wildfire suppression resources are ordered through one of the Interagency Fire Centers
3. If a wildfire enters federally/state-managed land.
4. At the discretion of the State Forester

Q: How does this impact my city/town/county's ability to participate in decision making during a wildfire?

A: Unified command will be established and local governments will be a valued partner in deciding objectives and strategies for wildfire suppression even after a delegation of financial authority has been executed.

Q: Once participation begins, can a city/town/county discontinue participation?

A: A participating government agency can discontinue participation at the conclusion of the current agreement year.

Q: How is this policy change going to affect my city/town/county's wildfire costs?

A: If the right type of work is done to satisfy the local government's PM, wildfire risk **WILL** go down. With public cooperation, fewer human-caused wildfires will occur and initial attack will be more effective. These two results drive down risk which (all other factors remaining equal) will in turn cause the Risk Assessment calculation to decrease.

UNIFIED FIRE SERVICE AREA POLICIES AND PROCEDURES

Chapter 5 – Personal Use and Facility Use

I. PERSONAL USE OF PUBLIC PROPERTY

- A. **Purpose:** The Section I has been adopted for the purpose of regulating the use of UFSA-owned, leased, held, operated, or managed equipment, vehicles, office supplies, devices, tools, facilities and other UFSA-owned personal and real property (herein “UFSA Property”).
- B. **Background/Effective Date:** The Utah Legislature adopted, and the Governor signed into law, H.B. 163, with an effective date of July 1, 2019. H.B. 163 deals with the misuse of public funds and, more specifically, public property, inasmuch as public property was not previously included in the criminal statute to the same extent as public funds. Since the misuse of public property can result in criminal charges, including felony charges, the UFSA desires to adopt this Policy to clarify what may constitute a misuse of UFSA Property and to authorize the personal use of UFSA Property under certain circumstances. Since the law which this Policy is intended to address is not effective until July 1, 2019, this Policy shall become effective upon the later of July 1, 2019 or the date this Policy is approved by the governing body of the UFSA.
- C. **Definitions:** For purposes of this Policy, the following words will have the following meanings:
1. **“Public Servant”** means an elected official of the UFSA; an appointed official of the UFSA; an employee, consultant, or independent contractor of the UFSA; or a person (including an individual, an entity, or an organization) hired or paid by the UFSA to perform a government function. See Utah Code Ann. § 76-1-601(14). A person becomes a “public servant” upon the person’s election, appointment, contracting or other selection, regardless of whether the person has begun to officially occupy the position of a public servant.
 2. **“Public Property”** and **“UFSA Property”** are interchangeable and mean and include any real or personal property that is owned, leased, held, operated or managed by the UFSA, including Public Property that has been transferred by the UFSA to an independent contractor for the purpose of providing a program or service for or on behalf of the UFSA. In the event and to the extent the Public Property is consumed or rendered effectively valueless to the UFSA as a program or service is provided to the UFSA by an independent contractor or as the Public Property is utilized by UFSA employees, the property shall cease to be Public Property and may be disposed of as the independent contractor or UFSA

UNIFIED FIRE SERVICE AREA POLICIES AND PROCEDURES

Chapter 5 – Personal Use and Facility Use

management deems fit, unless otherwise directed by the UFSA. See Utah Code Ann. § 76-8-101(5).

3. **“Authorized Personal Use”** means any personal use that is authorized pursuant to this Policy. As provided in Utah Code Ann. § 76-8-402(1), a public servant may use UFSA Property for a personal matter and personal use of UFSA Property is allowed when: (a) (i) the public servant is authorized to use or possess the Public Property to fulfill the public servant’s duties owed to the UFSA; (ii) the primary purpose of the public servant using or possessing the Public Property is to fulfill the public servant’s duties to the UFSA; (iii) the personal use is in accordance with this Policy; and (iv) the public servant uses and possesses the UFSA Property in a lawful manner in accordance with this Policy; or (b) the personal use of UFSA Property is incidental, such as when: (i) the value provided to the UFSA by the public servant’s use or possession of the Public Property for a public purpose substantially outweighs the personal benefit received by the public servant’s personal incidental use; and (ii) the incidental use is not prohibited by an applicable state or federal law. Any lawful personal use of UFSA Property by a public servant that is not prohibited by applicable state or federal law is specifically authorized and allowed by this Policy. The UFSA recognizes that third parties may benefit indirectly or directly from a public servant’s personal use, or official use, of the UFSA’s Public Property, which benefit is specifically condoned and authorized by this Policy so long as and to the extent that the benefit does not otherwise violate an applicable law, rule or ordinance, including but not limited to state statutory law and rules and regulations of the UFSA.

D. **Personal Use:**

1. **Devices:** Communication and other devices, such as mobile phones, landline phones, and computers, that are owned by the UFSA may be used by an employee for occasional, incidental personal activities such as calling home, making other personal calls during a break, accepting occasional incoming personal calls, etc., provided that such personal usage is not excessive. Similarly, UFSA owned computers and smart phones may be used for personal text messaging, e-mails and other personal uses, provided that such use is limited, as much as reasonably possible, to break periods or periods when the employee is not “on the clock,” and is not excessive.

UNIFIED FIRE SERVICE AREA POLICIES AND PROCEDURES

Chapter 5 – Personal Use and Facility Use

2. **Physical Facilities:** Personal activities by public servants at UFSA-owned, leased, managed and/or maintained facilities, such as meeting family members or friends for short periods of time, are allowed, provided they do not become excessive or disruptive. Additional rules regarding facility use are addressed in Section II below.
3. **Office Supplies/Shop Supplies/etc.:** Office supplies, shop supplies and other UFSA-owned supplies and items of personal property are intended for uses that directly benefit the UFSA. Incidental personal use of the same by public servants is allowed, such as the use of UFSA-owned office supplies including pens, pencils and paper, provided that such incidental personal use is not excessive.
4. **Miscellaneous:** Any UFSA Property that does not fall under any of the above classifications may nevertheless be utilized by a public servant for incidental personal uses.

E. **Subsequent Modifications/Higher Law:**

1. **Policy Not Exhaustive:** The governing body of the UFSA reserves the right to add to, delete from or change this Policy at any time. The Policy stated above is not necessarily inclusive because, among other reasons, unanticipated circumstances may arise and other rules or regulations of the UFSA may apply. The UFSA may vary from the Policy, subject to the application of applicable state and federal laws, if the circumstances so justify.
2. **Higher Law to Control:** In the event of any conflict between the Policy and any applicable federal or state law, rule or regulation, the law, rule or regulation, including amendments and modifications thereto, shall control to the extent of such inconsistency.

II. FACILITY USE AND MANAGEMENT

A. **Findings:** The Board of the UFSA finds the following:

1. The training rooms and associated equipment located in UFSA fire facilities constitute assets constructed and acquired with public funds and their use must be consistent with the public trust in which they are held. For facilities acquired with bond funds the use must be consistent with the terms of the bond indentures and all applicable federal regulations to

UNIFIED FIRE SERVICE AREA POLICIES AND PROCEDURES

Chapter 5 – Personal Use and Facility Use

protect the tax-exempt status of the bonds. In addition, use of the facilities and equipment must be consistent with the needs of the department.

2. It is the policy of the UFSA that fire department facilities shall be first dedicated to the needs of the department, and when otherwise available, may be used for ~~government sponsored the uses provided for in this policy. Use of the facilities and equipment by individuals or for profit organizations is strictly prohibited. Use of the facilities and equipment by non-profit entities is prohibited unless such use constitutes government sponsored use.~~

~~3. It is the policy of UFSA that government sponsored use shall be those functions and activities that a governmental entity determines are associated with the accomplishment of the governmental entity's purpose.~~

~~4.3.~~ It is the policy of the UFSA that use of UFSA facilities shall be at no cost to the Unified Fire Authority (“UFA”) or UFSA and reasonable fees shall be charged sufficient to cover all costs associated with the use of UFSA facilities ~~for all other government sponsored use by third parties.~~

B. **Purpose and Intent:** In enacting this section, it is the purpose and intent of the Board to provide guidance to UFSA personnel, governmental entities, and the public regarding the conditions of and procedures for use of UFSA facilities that are appropriate for public use.

C. **Definitions:**

1. **“Departmental Use”** means the use of UFSA facilities and equipment by UFSA or the UFA.

~~1.2.~~ **“Member Use”** means the use of UFSA facilities and equipment by a UFA Member entity.

3. **“Government Sponsored Use”** means the use of departmental facilities and equipment by another governmental entity or a non-profit entity performing a function necessary to a governmental entity and whose use is sponsored by that governmental entity.

UNIFIED FIRE SERVICE AREA POLICIES AND PROCEDURES

Chapter 5 – Personal Use and Facility Use

4. **“Quasi-Governmental Use”** means the use of Department facilities and equipment by a body or entity sponsored or supported by a governmental entity to assist the entity in performing governmental functions. Examples of a quasi-governmental use is the use of facilities by a community counsel or advisory body.
5. **“Non-Profit Use”** means the use for civic purposes of Department facilities and equipment by a duly recognized non-profit entity under state and federal law under limited circumstances and under specific restrictions.
6. **“Limited-purpose Public Use”** means the use for civic purposes of Department facilities and equipment under limited circumstances and under specific restrictions by individual members of the public.
7. **“Commercial Use”** means the use of Department facilities and equipment by a for-profit entity or for commercial purposes.
8. **“Political Use”** means the use of Department facilities and equipment by partisan political entities or for partisan political purposes.
- 2.9. **“Personal Use”** means the use of Department facilities and equipment for personal use, such as parties, weddings, etc.
- 3.10. **“Facility Use Agreement”** means an agreement between a ~~governmental entity~~third-party user and the UFSA that governs the conditions of use of UFSA facilities and related equipment.
11. **“Sponsor”** means a governmental entity sponsors a ~~non-profit~~ use of a Departmental facility if it submits a written request for such use to the UFA or UFSA, pays the fees for such use and such use is pursuant to the written facility use agreement between the governmental entity and the UFSA.
- 4.12. **“Facilities and Equipment”** means those areas of UFSA facilities, and attendant equipment, that are suitable for non-departmental use by government entities and other third-party civic purposes such as community rooms, classrooms, and conference spaces.

D. Scope of Use:

UNIFIED FIRE SERVICE AREA POLICIES AND PROCEDURES

Chapter 5 – Personal Use and Facility Use

1. Commercial, Political, and Personal Use of UFSA facilities and equipment is prohibited.
2. For other uses provided for in this Policy, each UFSA Member entity will evaluate the UFSA facilities within its municipal boundaries and determine the desired scope of use for designated areas within each facility. UFSA facilities outside the municipal boundaries of member entities will be evaluated and designated by the UFSA.
3. Such determination will identify the uses described in this Policy that the Member entity wishes to allow in the designated areas of the facility. Once such a determination is made, the UFA, in consultation and agreement with the UFSA Member and UFA (if applicable), will create specific usage policies for that facility, including any and all restrictions and limitations on such usage. Once agreed upon, such usage policy will become applicable to the facility until revised or revoked by either the UFSA or Member entity

E. Priority of Use: The primary use of UFSA facilities and related equipment is for UFSA/UFA departmental use. All other uses are subordinate to this primary use. UFSA may restrict, cancel, or prohibit any such use by governmental, quasi-governmental, or limited-purpose public use based upon the needs of the department in its sole discretion and at any time. The ~~second~~ priority for scheduling the use of UFSA facilities and related equipment after such primary use, and if determined to be an approved use as provided for above, is as follows:

1. Member Use of the UFA Member in which the facility is located.
2. Member Use of another UFA Member.
3. Government-sponsored Use by the UFA Member in which the facility is located
4. Government-sponsored Use by another UFA Member.
5. Quasi-governmental Use of the UFA Member in which the facility is located.
6. Quasi-governmental Use involving another UFA Member.
7. Government-sponsored or Quasi-governmental Use by a non-member governmental entity.
8. Non-profit or Limited-purpose Public Use.

~~D. — is for programs and activities of a UFSA member entity. The third priority for scheduling the use of UFSA facilities and equipment is for programs and~~

UNIFIED FIRE SERVICE AREA POLICIES AND PROCEDURES

Chapter 5 – Personal Use and Facility Use

~~activities of a non-member governmental entity. The fourth priority for scheduling the use of UFSA facilities and equipment is for government sponsored uses of UFSA member entities. The fifth priority for scheduling the use of UFSA facilities is for government sponsored uses of non-member governmental entities. The UFSA, at its sole discretion, reserves the right, after consultation with the governmental entity, to cancel or modify Priority 2-5 usage reservations if the facilities are required for UFSA purposes.~~

E.F. **Fees:** The District Administrator or designee shall establish reasonable fees for non-UFSA use of UFSA facilities and related equipment and update those fees regularly so that the UFSA incurs no expense for their use. Admission fees may not be charged by the governmental entity or the sponsored user of the facility user for admission to the facility. ~~Sales of products or services are not permitted on UFSA property.~~

F.G. **Facility Use Agreements:** Each governmental entity~~third-party~~ desiring to use UFSA facilities and related equipment shall enter into a written Facility Use Agreement with the UFSA setting forth the conditions of use. An entity may enter into a single master agreement covering all entity usage or entity sponsored usage. Each agreement shall protect the UFA or UFSA from liability arising out of the facility usage, injury or damage to the facility and UFA or UFSA equipment, provide for adequate supervision and/or security for individuals using the facility, preparation of the facility for use, maintenance and cleaning of the facility, interruption or cancellation of use, separation of activities from office and living space of UFA or UFSA employees and facility and equipment fees.

G.H. **Termination and Cancellation of Use:** Fire Stations and related facilities, by their nature, are subject to interruptions in staffing and/or emergency usage requirements. No Facility Use Agreement may unconditionally guarantee the condition or possession of the facilities or that the usage of a facility will not be interrupted. The UFSA reserves the right to cancel or terminate facility usage if necessary.

H.I. **Reservations:** Reservation requests shall be made in writing to the Community Services Bureau _____ of the UFSA which shall coordinate the scheduling with the Division Commander of the UFA division in which the facility is located.

**RESOLUTION OF THE UNIFIED FIRE SERVICE AREA BOARD ADOPTING
THE UFSA PERSONAL USE AND FACILITY USE POLICY**

WHEREAS, the Unified Fire Service Area (the "Service Area") desires to amend and adopt a new Personal Use and Facility Use Policy, attached hereto as Exhibit "A," so that the facilities use policy will mirror the Unified Fire Authority's policy; 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 Personal Use and Facility Use 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 21st day of January, 2020.

UNIFIED FIRE SERVICE AREA

Board Chair

ATTEST:

Cynthia Young, Clerk

Exhibit "A"
Copy of Personal Use and Facility Use Policy

Unified Fire Service Area Budget vs. Actual

| | 70 - General Fund | | |
|--|-------------------|-------------------|---------------|
| | Jan - Dec 19 | Budget | % |
| Ordinary Income/Expense | | | |
| Income | | | |
| 7031100 · Property Taxes-Salt Lake County | 44,291,193 | 44,336,594 | 99.9% |
| 7031110 · Property Taxes - Utah County | 3,253,738 | 3,218,914 | 101.1% |
| 7031100 · Property Taxes-SLCo Pass Thru | 2,072,470 | 2,200,000 | 94.2% |
| 7031200 · Fee-in-Lieu-Salt Lake County | 2,650,037 | 2,440,000 | 108.6% |
| 7031210 · Fee-in-Lieu - Utah County | 312,221 | 260,000 | 120.1% |
| 7031212 · Property Taxes-Delinquent-SL Co | 657,974 | 725,000 | 90.8% |
| 7031213 · Property Taxes-Delinquent-UT Co | 135,571 | 50,000 | 271.1% |
| 7031215 · Judgement Levy | 35,127 | 15,074 | 233.0% |
| 7032100 · Impact Fees | | | |
| 7032101 · Impact Fees - Single Family Res | 776,760 | 1,800,000 | |
| 7032102 · Impact Fees - Multi-Family Res | 705,209 | 0 | |
| 7032103 · Impact Fees - Commercial | 322,339 | 0 | |
| 7032104 · Impact Fees - Industrial | 138,522 | 0 | |
| Total 7032100 · Impact Fees | 1,942,830 | 1,800,000 | 107.9% |
| 7039100 · Miscellaneous Income | 227,099 | 227,097 | 100.0% |
| 7039105 · Interest Income | 423,294 | 350,000 | 120.9% |
| Total Income | 56,001,554 | 55,622,679 | 100.7% |
| Expense | | | |
| 7090100 · Administrative & Overhead | | | |
| 7090150 · Supplies | 1,412 | 2,000 | 70.6% |
| 7090170 · Memberships | 12,716 | 15,000 | 84.8% |
| 7090100 · Administrative & Overhead - UFA | 294,647 | 294,647 | 100.0% |
| Total 7090100 · Administrative & Overhead | 308,775 | 311,647 | 99.1% |
| 7090205 · Auditor | 8,500 | 8,500 | 100.0% |
| 7090221 · Capital lease payments | 2,585,549 | 2,589,750 | 99.8% |
| 7090223 · Bond/Note Issuance Costs | 18,000 | 40,000 | 45.0% |
| 7090255 · Capital maintenance | 209,377 | 361,870 | 57.9% |
| 7090270 · Bank fees | 0 | 600 | 0.0% |
| 7090277 · Interest expense | 458,729 | 500,000 | 91.7% |
| 7090350 · Professional fees | 228,766 | 510,100 | 44.8% |
| 7090390 · UFA contract fees | 47,578,841 | 47,578,841 | 100.0% |
| 7090400 · Tax payments to RDA/CDA | 2,072,470 | 2,200,000 | 94.2% |
| 7090410 · Sandy contract | 877,416 | 900,305 | 97.5% |
| 7590240 · Capital Outlay - Land | 1,000 | 70,000 | 1.4% |
| Total Expense | 54,347,423 | 55,071,613 | 98.7% |

| Account | Date | Name | Memo | Amount |
|--|------------|---------------------------------|---|----------------------------|
| GENERAL FUND | | | | |
| 7090150 - Supplies | | | | |
| | 01/12/2019 | Intuit QuickBooks | January QuickBooks Fee | 29.95 |
| | 02/12/2019 | Intuit QuickBooks | February QuickBooks Fee | 29.95 |
| | 03/12/2019 | Intuit QuickBooks | March QuickBooks Fee | 29.95 |
| | 04/12/2019 | Intuit QuickBooks | April QuickBooks Fee | 29.95 |
| | 05/08/2019 | Intuit QuickBooks | QuickBooks 2019 Upgrade | 1,049.97 |
| | 05/11/2019 | Intuit QuickBooks | May QuickBooks Fee | 29.95 |
| | 06/12/2019 | Intuit QuickBooks | June QuickBooks Fee | 29.95 |
| | 06/20/2019 | Unified Fire Authority | 1099 Tax Forms | 2.66 |
| | 07/12/2019 | Intuit QuickBooks | July QuickBooks Fee | 29.95 |
| | 08/12/2019 | Intuit QuickBooks | August QuickBooks Fee | 29.95 |
| | 09/11/2019 | Intuit QuickBooks | September QuickBooks Fee | 29.95 |
| | 10/11/2019 | Intuit QuickBooks | October QuickBooks Fee | 29.95 |
| | 11/11/2019 | Intuit QuickBooks | November QuickBooks Fee | 29.95 |
| | 12/11/2019 | Intuit QuickBooks | December QuickBooks Fee | 29.95 |
| TOTAL | | | | <u>1,412.03</u> |
| 7090170 - Memberships | | | | |
| | 01/01/2019 | Utah Assoc of Special Districts | 2019 Membership Dues | 12,716.00 |
| TOTAL | | | | <u>12,716.00</u> |
| 7090100 - Administrative & Overhead | | | | |
| | 06/13/2019 | Unified Fire Authority | January to June 2019 Administrative Overhead | 147,323.50 |
| | 12/12/2019 | Unified Fire Authority | July to December 2019 Administrative Overhead | 147,323.50 |
| TOTAL | | | | <u>294,647.00</u> |
| 7090205 - Auditor | | | | |
| | 05/30/2019 | Piercy, Bowler, Taylor & Kern | FY2018 Audit Services | 8,500.00 |
| TOTAL | | | | <u>8,500.00</u> |
| 7090221 - Capital lease payments | | | | |
| | 02/06/2019 | Zions First National Bank | Principal on 2016 Series Bond | 1,550,000.00 |
| | 02/06/2019 | Zions First National Bank | Interest on 2016 Series Bond | 526,520.59 |
| | 07/31/2019 | Zions First National Bank | Interest on 2016 Series Bond | 509,028.05 |
| TOTAL | | | | <u>2,585,548.64</u> |
| 7090223 - Bond/Note Issuance Costs | | | | |
| | 03/05/2019 | Bradley E Morris | Legal Services - 2019 Series TRAN | 500.00 |
| | 03/06/2019 | Zions Bank Public Finance | Advisory Services - 2019 Series TRAN | 10,000.00 |
| | 04/15/2019 | Gilmore Bell | Note Counsel - 2019 Series TRAN | 7,500.00 |
| TOTAL | | | | <u>18,000.00</u> |
| 7090255 - Capital Maintenance | | | | |
| | 06/20/2019 | Ponds Plumbing & Heating | Water Heater #124 | 14,500.00 |
| | 10/31/2019 | ProGreen Lawn & Landscape | Irrigation and Landscape Improvements #121 | 25,540.00 |
| | 11/26/2019 | Air Technology Solutions | Air Filtration Systems #113, #126, #251, #252, #118, #110, #116 | 169,337.34 |
| TOTAL | | | | <u>209,377.34</u> |
| 7090277 - Interest Expense | | | | |
| | 12/27/2019 | Bank of Utah | 2019 TRAN | 458,729.17 |
| TOTAL | | | | <u>458,729.17</u> |
| 7090350 - Professional fees | | | | |
| | 01/01/2019 | VP Overwatch | Web Hosting | 10.00 |
| | 02/05/2019 | Faaifo Pili | District Administrator - Jan 2019 | 2,300.00 |
| | 02/26/2019 | Fabian Van Cott | Legal Services - Jan 2019 | 6,860.00 |
| | 03/11/2019 | Fabian Van Cott | Legal Services - Feb 2019 | 7,860.00 |
| | 03/31/2019 | Faaifo Pili | District Administrator - Feb and Mar 2019 | 4,600.00 |
| | 04/05/2019 | Arbor Park Associates | 2018 Maintenance Reconciliation | 989.08 |
| | 04/15/2019 | Fabian Van Cott | Legal Services - Mar 2019 | 7,200.00 |
| | 05/23/2019 | Fabian Van Cott | Legal Services - Apr 2019 | 1,700.00 |
| | 06/11/2019 | Faaifo Pili | District Administrator - Apr and May 2019 | 4,600.00 |
| | 06/11/2019 | Media One of Utah | 2019 Budget Amendment Hearing Notice | 78.92 |
| | 06/20/2019 | Unified Fire Authority/WIX | Website Hosting | 706.14 |
| | 06/24/2019 | Fabian Van Cott | Legal Services - May 2019 | 9,070.00 |
| | 06/30/2019 | KPFF Consulting Engineers | Seismic Evaluations through June 2019 | 35,613.00 |
| | 06/30/2019 | Unified Fire Authority/WIX | Web Hosting | 23.96 |
| | 06/30/2019 | UFA/Lt. Governor's Office | State of Utah Entity Registration | 100.00 |
| | 07/08/2019 | Zions Bank Corporate Trust | Trust Admin Fee | 2,500.00 |
| | 07/08/2019 | Zions Bank Public Finance | Continuing Disclosure Preparation and EMMA Filing Fee | 2,000.00 |
| | 07/11/2019 | Fabian Van Cott | Legal Services - June 2019 | 3,400.00 |
| | 07/31/2019 | KPFF Consulting Engineers | Seismic Study Final | 3,957.00 |

| Account | Date | Name | Memo | Amount |
|--|------------|----------------------------------|---|------------------------------------|
| | 08/11/2019 | Faaifo Pili | District Administrator - June and July 2019 | 4,600.00 |
| | 08/14/2019 | Fabian Van Cott | Legal Services - July 2019 | 5,040.00 |
| | 08/19/2019 | SLCo Surveyor's Office | Establishment of Accurate Property Lines - Station #112 | 3,728.00 |
| | 09/13/2019 | Fabian Van Cott | Legal Services - Aug 2019 | 6,735.00 |
| | 10/08/2019 | Faaifo Pili | District Administrator - August and September 2019 | 4,600.00 |
| | 10/10/2019 | Fabian Van Cott | Legal Services - Sep 2019 | 4,120.00 |
| | 10/31/2019 | KPFF Consulting Engineers | Non-structural Seismic Survey of 9 Fire Stations | 6,344.00 |
| | 11/01/2019 | Zions Bank Public Finance | Fire Impact Fee Analysis/GIS Land Use Analysis | 5,400.00 |
| | 11/19/2019 | Zions Bank Corporate Trust | Corporate Trust Escrow Agent Fee | 750.00 |
| | 11/27/2019 | VIE Consultants, Inc. | Structural and Nonstructural Grant Writing - Partial | 8,200.00 |
| | 11/30/2019 | Fabian Van Cott | Legal Services - Oct 2019 | 9,680.00 |
| | 11/30/2019 | KPFF Consulting Engineers | Non-structural Seismic Evaluations | 1,586.00 |
| | 12/04/2019 | Faaifo Pili | District Administrator - October and November 2019 | 4,600.00 |
| | 12/18/2019 | VIE Consultants, Inc. | Structural and Nonstructural Grant Writing - Partial | 28,700.00 |
| | 12/19/2019 | Gould Plus Architects, LLC | Initial Design Proposals - #112 | 18,875.00 |
| | 12/20/2019 | KPFF Consulting Engineers | FEMA Grant Support | 2,600.00 |
| | 12/20/2019 | Gould Plus Architects, LLC | Site Plan Schemes and Exterior Design/Elevations #112 | 16,000.00 |
| | 12/30/2019 | Fabian Van Cott | Legal Services - Nov 2019 | 3,640.00 |
| TOTAL | | | | <u><u>228,766.10</u></u> |
| 7090390 - UFA contract fees | | | | |
| | 01/01/2019 | Unified Fire Authority | 3rd Quarter Fee for FY18/19 | 11,566,710.50 |
| | 04/01/2019 | Unified Fire Authority | 4th Quarter Fee for FY18/19 | 11,566,710.50 |
| | 07/01/2019 | Unified Fire Authority | 1st Quarter Fee for FY19/20 | 12,222,709.75 |
| | 10/01/2019 | Unified Fire Authority | 2nd Quarter Fee for FY19/20 | 12,222,709.75 |
| TOTAL | | | | <u><u>47,578,840.50</u></u> |
| 7090400 - Tax Payments to RDA/CDA/CRA | | | | |
| | 12/10/2019 | Salt Lake County Treasurer | RDA/CDA/CRA Withholding | 2,072,470.00 |
| TOTAL | | | | <u><u>2,072,470.00</u></u> |
| 7090410 - Sandy Contract | | | | |
| | 01/18/2019 | Sandy City Corporation | Fire Services - January - June 2019 | 438,708.15 |
| | 08/09/2019 | Sandy City Corporation | Fire Services - July - December 2019 | 438,708.15 |
| TOTAL | | | | <u><u>877,416.30</u></u> |
| 7590240 - Capital Outlay - Land | | | | |
| | 10/16/2019 | Cottonwood Title Insurance Agenc | Earnest Money - Station #112 Land | 1,000.00 |
| TOTAL | | | | <u><u>1,000.00</u></u> |
| GENERAL FUND TOTAL | | | | 54,347,423.08 |

Unified Fire Service Area Budget vs. Actual

| 77 - Debt Service Fund | | | |
|--|--------------|-----------|--------|
| | Jan - Dec 19 | Budget | % |
| Ordinary Income/Expense | | | |
| Income | | | |
| 7032200 · Lease Revenue | 2,586,531 | 2,589,750 | 99.9% |
| 7039105 · Interest Income | 3,126 | 0 | 100.0% |
| Total Income | 2,589,657 | 2,589,750 | 100.0% |
| Expense | | | |
| 7790200 · Payments on LT debt | | | |
| 7790210 · Bond Interest Payments | 1,039,750 | 1,039,750 | 100.0% |
| 7790200 · Payments on LT debt - Other | 1,550,000 | 1,550,000 | 100.0% |
| Total 7790200 · Payments on LT debt | 2,589,750 | 2,589,750 | 100.0% |
| Total Expense | 2,589,750 | 2,589,750 | 100.0% |