

THIS AGENDA IS SUBJECT TO CHANGE WITH MINIMUM 24 HOURS NOTICE



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

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

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

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

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

<https://zoom.us/j/98255960431?pwd=VW9iWk1KQ0JYTj9lSDIxMS96KzZXZz09>

Password: 123911

1. Call to Order – Chair Hull
2. Public Comment

Please limit comments to three minutes each. The UFSA/LBA Board typically will not engage directly but may direct staff to address comments following the meeting. There are three options for comments during this meeting:

 - a. In-Person.
 - b. Live during the Webinar by logging in as described above. If you wish to make a comment, select the “Raise Hand” button at the bottom of the screen. You will then be added to the queue and invited to speak.
 - c. Email: Public comments will be accepted prior to the meeting via email at publiccomment@unifiedfire.org until 7:00 a.m. February 19, 2024. Emailed comments submitted prior to 7:00 a.m. February 19, 2024, will be read or summarized into the record, comments received after the deadline will be forwarded to the UFSA/LBA Board, but not read into the meeting record or addressed during the meeting.
3. Administer Oath of Office for New Board Members – Cyndee Young, Clerk
4. Annual Board Member Requirements – District Administrator Anderson
 - a. UFSA Ethics Policy & Act
 - b. Conflict of Interest Statute and form
 - c. New Board Member Training Requirements
 - d. UFSA/UFA Sub-Committee Members
5. Approval of Joint UFSA and LBA Minutes – Chair Hull
 - a. January 16, 2024

6. Consideration of Resolution 02-2024A Authorizing the Issuance and Sale of up to \$30,000,000 Tax and Revenue Anticipation Notes; Authorizing Certain Officers to Approve the Final Terms and Confirm the Sale of Notes; and Providing for Related Matters – CFO Hill
7. Consider Resolution 02-2024B Approving Amendment to the Interlocal Agreement Between the Millcreek Community Reinvestment Agency and Unified Fire Service Area in Order to Correct Typographical Error in Millcreek/Porsche CRA Agreement – DA Anderson
8. Consider Request from AJC Architects and Herriman City for the Use of Fire Station Designs Used on UFSA Owned Fire Stations – AC Robinson/DA Anderson
9. Station 112 Seismic Retrofit Update – Assistant Chief Robinson
10. Finance Committee (No Meeting) – Chair Hull
11. District Administrator Report – Rachel Anderson
12. Possible Closed Session
The Unified Fire Service Area or Local Building Authority of the UFSA may temporarily recess the meeting to convene in a closed session to discuss the character, professional competence, or physical or mental health of an individual, pending or reasonable imminent litigation, and the purchase, exchange, or lease of real property, as provided by Utah Code Annotated §52-4-205 or for attorney-client matters that are privileged pursuant to Utah Code § 78B-1-137, and for other lawful purposes that satisfy the pertinent requirements of the Utah Open and Public Meetings Act.
 - a. the character, professional competence, or physical or mental health of an individual
 - b. pending or reasonable imminent litigation
 - c. the purchase, exchange, or lease of real property as provided by Utah Code Annotated §52-4-205.(If only discussing topic (A), character, etc., then you may move to not record that portion of the closed session per Utah Code § 52-4-206 (6).)

Re-Open the Meeting
13. Adjournment – Chair Hull

The next Board meeting will be held March 19, 2024, at 8:30 a.m. both electronically and at UFA Headquarters located at 3380 South 900 West, Salt Lake City, UT 84119

THE PUBLIC IS INVITED TO PARTICIPATE IN ALL UFSA MEETINGS.

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

CERTIFICATE OF POSTING

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

Cynthia Young, UFSA Board Clerk

UNIFIED FIRE SERVICE AREA POLICIES AND PROCEDURES

Chapter 3 – Ethics

- I. This Code of Ethics provides a framework so all Board members, employees (if any), and all others engaged independently to provide services to the UFSA (such as the District Administrator, legal counsel, and UFA staff providing services pursuant to the Interlocal Agreement between UFSA and UFA) can be seen to act solely in the public interest and within the law, and thus uphold the public confidence in local government. Board members and employees (if any), and other individuals working on behalf of the UFSA pledge to uphold the UFSA’s Code of Ethics as follows:
 - A. Maintain the highest standards of integrity, truthfulness, honesty, and fortitude by avoiding conflicts of interest and never seeking to use improper influence; acting in a way that enhances public trust and confidence; not using one’s official position or resources of the UFSA for personal gain; and ensuring that one’s conduct does not bring the integrity of the person’s position or of the UFSA into disrepute.
 - B. Observe appropriate behavior while at work for the UFSA and by treating one’s colleagues with courtesy and respect; dealing with the public courteously, fairly, and promptly; and promoting equality and avoiding bias in one’s dealings with the public.
 - C. Avoid “excess” in the use, expenditure, purchase, or assignment of UFSA assets, including avoiding inappropriate incentive payments; giving excessive assets to individuals working on behalf of the UFSA, considering their job duties; and abusing procurement laws and policies.
 - D. Follow and comply at all times with the requirements of the Utah Public Officers’ and Employees’ Ethics Act, (Utah Code Ann. §§ 67-16-1 *et seq.*), and with any other laws applicable to the UFSA and its Board members or employees (if any). These laws include, but are not limited to, record retention laws found in the Government Records Access and Management Act (Utah Code Ann. §§ 63G-2-101, *et seq.*), the Utah Procurement Code (Utah Code Ann. §§ 63G-6a-101, *et seq.*) (as well as the UFSA’s own purchasing policy), and laws prohibiting nepotism (Utah Code Ann. §§ 52-3-1, *et seq.*).
- II. If a Board member, a member of the public, employee (if any), or other individual engaged by the UFSA becomes aware of activities that he or she believes to be illegal, improper, unethical, or otherwise inconsistent with this Code of Ethics, the person should report the matter. The UFSA has an open-door policy and suggests that Board Members, employees (if any), or any other individuals engaged by the UFSA share their questions, concerns, or complaints with their supervisor, the District Administrator, Board Chair, or other appropriate individual. Additionally, comments may be reported

UNIFIED FIRE SERVICE AREA POLICIES AND PROCEDURES

Chapter 3 – Ethics

anonymously by mailing an anonymous written comment to the District Administrator, the Board Chair, or other appropriate individual. Comments may also be made directly to any member of the District's Board of Trustees by email at the e-mail address provided for such Board member on the UFSA's website, or by any other means possible. Lastly, comments may be made using the Utah State Auditor Hotline Program, detailed at www.auditor.utah.gov/hotline.

- III. It is contrary to the values of the District for anyone to retaliate against any Board member or employee who in good faith reports an ethics violation or violation of law. An employee who retaliates against someone who has reported a violation in good faith is subject to corrective action up to and including termination of employment. Any breach of this Code of Ethics by any employee (if any) may render that employee liable to corrective action.

4817-0017-9100, v. 1

Chapter 16

Utah Public Officers' and Employees' Ethics Act

67-16-1 Short title.

This chapter is known as the "Utah Public Officers' and Employees' Ethics Act."

Amended by Chapter 147, 1989 General Session

67-16-2 Purpose of chapter.

The purpose of this chapter is to set forth standards of conduct for officers and employees of the state of Utah and its political subdivisions in areas where there are actual or potential conflicts of interest between their public duties and their private interests. In this manner the Legislature intends to promote the public interest and strengthen the faith and confidence of the people of Utah in the integrity of their government. It does not intend to deny any public officer or employee the opportunities available to all other citizens of the state to acquire private economic or other interests so long as this does not interfere with his full and faithful discharge of his public duties.

Amended by Chapter 147, 1989 General Session

67-16-3 Definitions.

As used in this chapter:

- (1) "Agency" means:
 - (a) any department, division, agency, commission, board, council, committee, authority, or any other institution of the state or any of its political subdivisions; or
 - (b) an association as defined in Section 53G-7-1101.
- (2) "Agency head" means the chief executive or administrative officer of any agency.
- (3) "Assist" means to act, or offer or agree to act, in such a way as to help, represent, aid, advise, furnish information to, or otherwise provide assistance to a person or business entity, believing that such action is of help, aid, advice, or assistance to such person or business entity and with the intent to assist such person or business entity.
- (4) "Business entity" means a sole proprietorship, partnership, association, joint venture, corporation, firm, trust, foundation, or other organization or entity used in carrying on a business.
- (5) "Compensation" means anything of economic value, however designated, which is paid, loaned, granted, given, donated, or transferred to any person or business entity by anyone other than the governmental employer for or in consideration of personal services, materials, property, or any other thing whatsoever.
- (6) "Controlled, private, or protected information" means information classified as controlled, private, or protected in Title 63G, Chapter 2, Government Records Access and Management Act, or other applicable provision of law.
- (7) "Governmental action" means any action on the part of the state, a political subdivision, or an agency, including:
 - (a) any decision, determination, finding, ruling, or order; and
 - (b) any grant, payment, award, license, contract, subcontract, transaction, decision, sanction, or approval, or the denial thereof, or the failure to act in respect to.
- (8) "Improper disclosure" means disclosure of controlled, private, or protected information to any person who does not have the right to receive the information.

- (9) "Legislative employee" means any officer or employee of the Legislature, or any committee of the Legislature, who is appointed or employed to serve, either with or without compensation, for an aggregate of less than 800 hours during any period of 365 days. "Legislative employee" does not include legislators.
- (10) "Legislator" means a member or member-elect of either house of the Legislature of the state of Utah.
- (11) "Political subdivision" means a district, school district, or any other political subdivision of the state that is not an agency, but does not include a municipality or a county.
- (12)
 - (a) "Public employee" means a person who is not a public officer who is employed on a full-time, part-time, or contract basis by:
 - (i) the state;
 - (ii) a political subdivision of the state; or
 - (iii) an association as defined in Section 53G-7-1101.
 - (b) "Public employee" does not include legislators or legislative employees.
- (13)
 - (a) "Public officer" means an elected or appointed officer:
 - (i)
 - (A) of the state;
 - (B) of a political subdivision of the state; or
 - (C) an association as defined in Section 53G-7-1101; and
 - (ii) who occupies a policymaking post.
 - (b) "Public officer" does not include legislators or legislative employees.
- (14) "State" means the state of Utah.
- (15) "Substantial interest" means the ownership, either legally or equitably, by an individual, the individual's spouse, or the individual's minor children, of at least 10% of the outstanding capital stock of a corporation or a 10% interest in any other business entity.

Amended by Chapter 415, 2018 General Session

67-16-4 Improperly disclosing or using private, controlled, or protected information -- Using position to secure privileges or exemptions -- Accepting employment that would impair independence of judgment or ethical performance -- Exception.

- (1) Except as provided in Subsection (3), it is an offense for a public officer, public employee, or legislator to:
 - (a) accept employment or engage in any business or professional activity that he might reasonably expect would require or induce him to improperly disclose controlled information that he has gained by reason of his official position;
 - (b) disclose or improperly use controlled, private, or protected information acquired by reason of his official position or in the course of official duties in order to further substantially the officer's or employee's personal economic interest or to secure special privileges or exemptions for himself or others;
 - (c) use or attempt to use his official position to:
 - (i) further substantially the officer's or employee's personal economic interest; or
 - (ii) secure special privileges or exemptions for himself or others;
 - (d) accept other employment that he might expect would impair his independence of judgment in the performance of his public duties; or

- (e) accept other employment that he might expect would interfere with the ethical performance of his public duties.
- (2)
 - (a) Subsection (1) does not apply to the provision of education-related services to public school students by public education employees acting outside their regular employment.
 - (b) The conduct referred to in Subsection (2)(a) is subject to Section 53E-3-512.
- (3) This section does not apply to a public officer, public employee, or legislator who engages in conduct that constitutes a violation of this section to the extent that the public officer, public employee, or legislator is chargeable, for the same conduct, under Section 63G-6a-2404 or Section 76-8-105.

Amended by Chapter 415, 2018 General Session

67-16-5 Accepting gift, compensation, or loan -- When prohibited.

- (1) As used in this section, "economic benefit tantamount to a gift" includes:
 - (a) a loan at an interest rate that is substantially lower than the commercial rate then currently prevalent for similar loans; and
 - (b) compensation received for private services rendered at a rate substantially exceeding the fair market value of the services.
- (2) Except as provided in Subsection (4), it is an offense for a public officer or public employee to knowingly receive, accept, take, seek, or solicit, directly or indirectly for himself or another a gift of substantial value or a substantial economic benefit tantamount to a gift:
 - (a) that would tend improperly to influence a reasonable person in the person's position to depart from the faithful and impartial discharge of the person's public duties;
 - (b) that the public officer or public employee knows or that a reasonable person in that position should know under the circumstances is primarily for the purpose of rewarding the public officer or public employee for official action taken; or
 - (c) if the public officer or public employee recently has been, is now, or in the near future may be involved in any governmental action directly affecting the donor or lender, unless a disclosure of the gift, compensation, or loan and other relevant information has been made in the manner provided in Section 67-16-6.
- (3) Subsection (2) does not apply to:
 - (a) an occasional nonpecuniary gift, having a value of not in excess of \$50;
 - (b) an award publicly presented in recognition of public services;
 - (c) any bona fide loan made in the ordinary course of business; or
 - (d) a political campaign contribution.
- (4) This section does not apply to a public officer or public employee who engages in conduct that constitutes a violation of this section to the extent that the public officer or public employee is chargeable, for the same conduct, under Section 63G-6a-2404 or Section 76-8-105.

Amended by Chapter 196, 2014 General Session

67-16-5.3 Requiring donation, payment, or service to government agency in exchange for approval -- When prohibited.

- (1) Except as provided in Subsection (3), it is an offense for a public officer, public employee, or legislator to demand from any person as a condition of granting any application or request for a permit, approval, or other authorization, that the person donate personal property, money, or services to any agency.

- (2)
- (a) Subsection (1) does not apply to any donation of property, funds, or services to an agency that is:
 - (i) expressly required by statute, ordinance, or agency rule;
 - (ii) mutually agreed to between the applicant and the entity issuing the permit, approval, or other authorization;
 - (iii) made voluntarily by the applicant; or
 - (iv) a condition of a consent decree, settlement agreement, or other binding instrument entered into to resolve, in whole or in part, an actual or threatened agency enforcement action.
 - (b) If a person donates property, funds, or services to an agency, the agency shall, as part of the permit or other written authorization:
 - (i) identify that a donation has been made;
 - (ii) describe the donation;
 - (iii) certify, in writing, that the donation was voluntary; and
 - (iv) place that information in its files.
- (3) This section does not apply to a public officer, public employee, or legislator who engages in conduct that constitutes a violation of this section to the extent that the public officer, public employee, or legislator is chargeable, for the same conduct, under Section 63G-6a-2404 or Section 76-8-105.

Amended by Chapter 196, 2014 General Session

67-16-5.6 Offering donation, payment, or service to government agency in exchange for approval -- When prohibited.

- (1) Except as provided in Subsection (3), it is an offense for any person to donate or offer to donate personal property, money, or services to any agency on the condition that the agency or any other agency approve any application or request for a permit, approval, or other authorization.
- (2)
- (a) Subsection (1) does not apply to any donation of property, funds, or services to an agency that is:
 - (i) otherwise expressly required by statute, ordinance, or agency rule;
 - (ii) mutually agreed to between the applicant and the entity issuing the permit, approval, or other authorization;
 - (iii) a condition of a consent decree, settlement agreement, or other binding instrument entered into to resolve, in whole or in part, an actual or threatened agency enforcement action; or
 - (iv) made without condition.
 - (b) The person making the donation of property, funds, or services shall include with the donation a signed written statement certifying that the donation is made without condition.
 - (c) The agency receiving the donation shall place the signed written statement in its files.
- (3) This section does not apply to a person who engages in conduct that constitutes a violation of this section to the extent that the person is chargeable, for the same conduct, under Section 63G-6a-2404 or Section 76-8-105.

Amended by Chapter 196, 2014 General Session

67-16-6 Receiving compensation for assistance in transaction involving an agency -- Filing sworn statement.

- (1) Except as provided in Subsection (5), it is an offense for a public officer or public employee to receive or agree to receive compensation for assisting any person or business entity in any transaction involving an agency unless the public officer or public employee files a sworn, written statement containing the information required by Subsection (2) with:
 - (a) the head of the officer or employee's own agency;
 - (b) the agency head of the agency with which the transaction is being conducted; and
 - (c) the state attorney general.
- (2) The statement shall contain:
 - (a) the name and address of the public officer or public employee involved;
 - (b) the name of the public officer's or public employee's agency;
 - (c) the name and address of the person or business entity being or to be assisted; and
 - (d) a brief description of:
 - (i) the transaction as to which service is rendered or is to be rendered; and
 - (ii) the nature of the service performed or to be performed.
- (3) The statement required to be filed under Subsection (1) shall be filed within 10 days after the date of any agreement between the public officer or public employee and the person or business entity being assisted or the receipt of compensation, whichever is earlier.
- (4) The statement is public information and shall be available for examination by the public.
- (5) This section does not apply to a public officer or public employee who engages in conduct that constitutes a violation of this section to the extent that the public officer or public employee is chargeable, for the same conduct, under Section 63G-6a-2404 or Section 76-8-105.

Amended by Chapter 196, 2014 General Session

67-16-7 Disclosure of substantial interest in regulated business -- Exceptions.

- (1) Except as provided in Subsection (5), a public officer or public employee who is an officer, director, agent, employee, or owner of a substantial interest in any business entity that is subject to the regulation of the agency by which the public officer or public employee is employed shall disclose any position held in the entity and the precise nature and value of the public officer's or public employee's interest in the entity:
 - (a) upon first becoming a public officer or public employee;
 - (b) whenever the public officer's or public employee's position in the business entity changes significantly; and
 - (c) if the value of the public officer's or public employee's interest in the entity increases significantly.
- (2) The disclosure required under Subsection (1) shall be made in a sworn statement filed with:
 - (a) for a public officer or a public employee of the state, the attorney general;
 - (b) for a public officer or a public employee of a political subdivision, the chief governing body of the political subdivision;
 - (c) the head of the agency with which the public officer or public employee is affiliated; and
 - (d) for a public employee, the public employee's immediate supervisor.
- (3)
 - (a) This section does not apply to instances where the total value of the substantial interest does not exceed \$2,000.
 - (b) A life insurance policy or an annuity is not required to be considered in determining the value of a substantial interest under this section.
- (4) A disclosure made under this section is a public record and a person with whom a disclosure is filed under Subsection (2) shall make the disclosure available for public inspection.

- (5) A public officer is not required to file a disclosure under this section if the public officer files a disclosure under Section 20A-11-1604.

Amended by Chapter 59, 2018 General Session

67-16-8 Participation in transaction involving business as to which public officer or employee has interest -- Exceptions.

- (1) A public officer or public employee may not, in the public officer's or public employee's official capacity, participate in, or receive compensation as a result of, a transaction between the state or a state agency and a business entity of which the public officer or public employee is an officer, director, agent, employee, or owner of a substantial interest, unless the public officer or public employee has disclosed the public officer's or public employee's relationship to the business entity in accordance with Section 67-16-7 or 20A-11-1604.
- (2) A concession contract between an agency, political subdivision, or the state and a certified professional golf association member who is a public employee or officer does not violate the provisions of Subsection (1) or Title 10, Chapter 3, Part 13, Municipal Officers' and Employees' Ethics Act.

Amended by Chapter 59, 2018 General Session

67-16-9 Conflict of interests prohibited.

No public officer or public employee shall have personal investments in any business entity which will create a substantial conflict between his private interests and his public duties.

Enacted by Chapter 128, 1969 General Session

67-16-10 Inducing others to violate chapter.

No person shall induce or seek to induce any public officer or public employee to violate any of the provisions of this chapter.

Amended by Chapter 147, 1989 General Session

67-16-11 Applicability of provisions.

- (1) As used in this section, "government position" means the position of a legislator, public officer, or public employee.
- (2) The provisions of this chapter:
 - (a) apply to all public officers and public employees; and
 - (b) do not apply to a conflict of interest that exists between two or more government positions held by the same individual, unless the conflict of interest is also due to a personal interest of the individual that is not shared by the general public.

Amended by Chapter 360, 2016 General Session

67-16-12 Penalties for violation -- Removal from office or dismissal from employment.

In addition to any penalty contained in any other provision of law:

- (1) any public officer or public employee who knowingly and intentionally violates this chapter, with the exception of Sections 67-16-6 and 67-16-7, shall be dismissed from employment or removed from office as provided by law, rule, or policy within the agency; and

- (2) any public officer, public employee, or person who knowingly and intentionally violates this chapter, with the exception of Sections 67-16-6 and 67-16-7, shall be punished as follows:
- (a) as a felony of the second degree if the total value of the compensation, conflict of interest, or assistance exceeds \$1,000;
 - (b) as a felony of the third degree if:
 - (i) the total value of the compensation, conflict of interest, or assistance is more than \$250 but not more than \$1,000; or
 - (ii) the public officer or public employee has been twice before convicted of violation of this chapter and the value of the conflict of interest, compensation, or assistance was \$250 or less;
 - (c) as a class A misdemeanor if the value of the compensation or assistance was more than \$100 but does not exceed \$250; or
 - (d) as a class B misdemeanor if the value of the compensation or assistance was \$100 or less.

Amended by Chapter 108, 2000 General Session

67-16-14 Unethical transactions -- Duty to dismiss officer or employee -- Right to rescind or void contract.

If any transaction is entered into in violation of Section 67-16-6, 67-16-7, or 67-16-8, the state, political subdivision, or agency involved:

- (1) shall dismiss the public officer or public employee who knowingly and intentionally violates this chapter from employment or office as provided by law; and
- (2) may rescind or void any contract or subcontract entered into in respect to such transaction without returning any part of the consideration that the state, political subdivision, or agency has received.

Amended by Chapter 147, 1989 General Session

67-16-15 Complaint -- Political Subdivisions Ethics Review Commission.

A person may file a complaint for an alleged violation of this chapter by a political subdivision officer or employee in accordance with Title 63A, Chapter 15, Political Subdivisions Ethics Review Commission.

Amended by Chapter 461, 2018 General Session

**BOARD MEMBER CONFLICT OF INTEREST
DISCLOSURE STATEMENT
UNIFIED FIRE SERVICE AREA**

The undersigned, being first duly sworn on oath, states as follows:

1. I, _____, am an employee or Board Member of Unified Fire Service Area holding the position of _____.

2. I, my spouse or my minor children, individually or in combination, own 10% or more of the outstanding shares of the following corporation (and/or 10% interest in any other business interest) as follows (please attach additional sheets as necessary):

A. Name of Business: _____.

B. Address of Business: _____
_____.

C. Principal Activity of Business: _____.

D. Value of Interest (check one): ___ less than \$25,000; ___ more than \$25,000.

3. I, my spouse or my minor children have a legal or equitable interest, exceeding \$2,000, in the following businesses that are subject to regulation by the Unified Fire Service Area:

A. Name of Business: _____.

B. Address of Business: _____
_____.

C. Principal Activity of Business: _____.

4. If I have provided business information in Para. 3, above, I certify that such business is in compliance with all pertinent laws and regulation subject to Unified Fire Service Area regulation.

5. I certify that I have no conflicts of interests except those disclosed, in writing, and attached to this disclosure.

6. I certify that if I will benefit from the award of any contract by the Unified Fire Service Area, prior to the consideration and award of the contract, I will disclose to the District Administrator and the Board of Directors, in a sworn statement in writing at least ten days prior to the date of any such transaction, the nature of that benefit.

7. I certify that if I receive or agree to receive compensation for assisting any person or business entity in any transaction involving Unified Fire Service Area, I will file with the District Administrator a sworn statement and disclose, at least ten days prior to the date of any agreement or receipt of any compensation, whichever comes first, the following information:

(a) My name, address, and employer;

(b) The name and address of the person or business entity being or to be assisted; and

(c) A brief description of the transaction as to which service is rendered or is to be rendered and of the nature of the service performed or to be performed.

8. I certify that if I am employed by any business entity which does or anticipates doing business with the Unified Fire Service Area, I will publicly disclose to the District Administrator and to the Board, the nature of my interest in that business entity at least ten days prior to the date of beginning work or any time there is a change in employment status.

9. I certify that if I acquire any personal interest or investment which creates a conflict between my personal interests and my public duties I will file a sworn statement with the District Administrator and the Board, that explains the precise nature of such conflict.

Dated this ___ day of _____, 20__.

Signature

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

Subscribed and sworn to (or affirmed) before me by _____
(name)

on this ___ day of _____, 20__.

Notary Public residing in Salt Lake County

My Commission Expires:

This Statement is a public document and will be available for public inspection.

2024 UNIFIED FIRE SERVICE AREA SUB-COMMITTEES

15	UFA FINANCE COMMITTEE - Public Meeting			5 UFSAs/4 Direct Members	STAFF
	Bailey	Copperton		UFSA	Chief Burchett
	Buroker	Riverton			CLO Brian Roberts
	Fotheringham	Holladay			CFO Tony Hill
	Harris	Emigration		UFSA	AC Pilgrim
Chair	Henderson	Herriman			Kate Turnbaugh Fin
	Hull	Magna		UFSA	Cyndee Young, Clerk
	Silvestrini	Millcreek		UFSA	
	Stevenson	Midvale		UFSA	
	Weichers	CWH			

11	UFSAs Finance Committee - Public Meeting				STAFF
	Bailey	Copperton			Chief Burchett
Chair	Hull	Magna			CFO Tony Hill
	Overson	Taylorsville			AC Pilgrim
	Silvestrini	Millcreek			Cyndee Young, Clerk
	Stevenson	Midvale			Rachel Anderson, DA
					Kate Turnbaugh, Fin

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

Meeting held at UFA Headquarters and electronically via ZOOM

Board Members Present

Council Member Trish Hull
Mayor Dan Knopp
Surveyor Reid Demman
Council Member Sheldon Stewart
Council Member Kathleen Bailey

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

Board Members Absent

Mayor Roger Bourke
Council Member Chrystal Butterfield

Staff

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

Guests

AC Dern	Courtney Samuel	Mike Bagley
AC Pilgrim	David Chipman, Public	Mike Greensides
AC Robison	Debbie Cigarroa	Molly Doyle
Aaron Whitehead	Erica Langenfass	Patrick Costin
Alan Perry, White City	Jay Torgersen	Paul Fotheringham, Holladay
Anthony Widdison	Jill Tho	Paul Story
Bill Brass	Kate Turnbaugh	Rachel Anderson
Brandon Dodge	Kenneth Aldridge	Rob Ayres
Brian Anderton	Kiley Day	Rob Dahle, Holladay
Bryan Case	Kiyoshi Young	Shelli Fowlks
Calogero Ricotta	Krystal Griffin	Tara Behunin
Chet Ellis	Kyle Maurer, Herriman	Tyler Huish, White City
	Lana Burningham	Wade Russell

.....
Chair Tom Westmoreland Presided
.....

Called to Order

Chair Westmoreland called the meeting to order at 8:49 a.m. Quorum present.

Public Comment

None.
Public comment was available live and with a posted email address.

Approval of Resolutions 01-2024A/B Board Elections – Legal Counsel Anderson

Counsel Anderson reminded everyone that the common practice is for the Chair and Vice Chair to serve 2-year terms. The Vice Chair generally moves into the Chair position.

Mayor Silvestrini moved to approve Resolution 01-2024A appointing Council Member Hull as UFSA Board Chair.

Mayor Knopp seconded the motion.

Roll call vote taken.

Bailey	Y	Overson	Y
Bourke	-	Silvestrini	Y
Butterfield	-	Stevenson	Y
Demman	Y	Stewart	Y
Harris	Y	Westmoreland	Y
Hull	-		
Knopp	Y		

Mayor Westmoreland moved to approve Resolution 01-2024B appointing Council Member Harris as UFSA Board Vice Chair.

Council Member Hull seconded the motion.

Roll call vote taken.

Bailey	Y	Overson	Y
Bourke	-	Silvestrini	Y
Butterfield	-	Stevenson	Y
Demman	Y	Stewart	Y
Harris	-	Westmoreland	Y
Hull	Y		
Knopp	Y		

Approval of Minutes – Chair Hull

- a. December 5, 2023 Public Hearing
- b. December 2, 2023 UFA LBA Board Meeting

Mayor Silvestrini moved to approve minutes from December 5, 2023 Public Hearing and December 12, 2023 UFA LBA Board Meeting as presented.

Mayor Overson seconded the motion.

All voted in favor, none opposed.

Quarterly Financial Report – CFO Hill

CFO Hill stated that this is the first look at the UFSA year-end for 2023, as a reminder, the annual audit has yet to take place. No questions.

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

Mayor Silvestrini seconded the motion.

All voted in favor, none opposed.

Station Construction and Seismic Retrofit Update – AC Robinson

- Magna Station 102
The grand opening takes place today and the crew moved-in January 4.
- Millcreek Station 112
Continue working with Millcreek to secure permits for the seismic retrofitting.

Finance Committee – Chair Hull

No meeting was held. The Board reviewed the current UFSA Finance and UFA Finance Committee Members. Trish Hull will replace Council Member Perry as one of the five UFSA members on the UFA Finance Committee. DA Anderson invites anyone interested in participating on either of the Committees to please reach out to Clerk Young.

District Administrator Report – Rachel Anderson

District Administrator Anderson stated that at the February UFSA Board Meeting, Council Member Tyler Huish will be sworn in to replace Council Member Perry.

Closed Session

None

Motion to Adjourn – Chair Hull

Mayor Silvestrini moved to adjourn the January 16, 2024, Joint UFSA/LBA Board Meeting. Mayor Knopp seconded the motion. All voted in favor, none opposed.

Salt Lake City, Utah
February 20, 2024

The Board of Trustees of the Unified Fire Service Area, Utah (the “Service Area”), held a regular meeting at the regular meeting place of the Board on Tuesday, February 20, 2024, at the hour of 8:30 a.m. The following members of the Board were present:

Trish Hull	Magna Metro Township	Chair
Kathleen Bailey	Copperton Metro Township	Member
Roger Bourke	Town of Alta	Member
Chrystal Butterfield	Kearns Township	Member
Reid J. Demman	Salt Lake County	Member
Catherine Harris	Emigration Canyon Metro Township	Member
Tyler Huish	White City Metro Township	Member
Dan Knopp	Town of Brighton	Member
Kristie S. Overson	City of Taylorsville	Member
Jeff Silvestrini	Millcreek	Member
Marcus Stevenson	Midvale City	Member
Sheldon Stewart	Salt Lake County	Member
Tom Westmoreland	Eagle Mountain City	Member

Also present:

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

Absent:

The Chair stated that the meeting was called pursuant to notice for the purpose, among other things, of approval of the issuance of the Tax and Revenue Anticipation Notes, Series 2024 of the Unified Fire Service Area, Utah. Thereupon, the following resolution was introduced in written form, discussed in full, and pursuant to motion made by Trustee _____ and seconded by Trustee _____, adopted by the following vote:

AYE: [_____]

NAY: [_____]

The resolution is as follows:

RESOLUTION NO. 02-2024A

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF UP TO \$30,000,000 TAX AND REVENUE ANTICIPATION NOTES, SERIES 2024, IN ONE OR MORE SERIES, OF THE UNIFIED FIRE SERVICE AREA, UTAH, AND ENTERING INTO CERTAIN COVENANTS AND MAKING CERTAIN REPRESENTATIONS IN CONNECTION THEREWITH; GIVING AUTHORITY TO CERTAIN OFFICERS TO APPROVE THE FINAL TERMS AND PROVISIONS AND CONFIRM THE SALE OF THE NOTES WITHIN THE PARAMETERS SET FORTH IN THIS RESOLUTION; APPROVING A FORM OF NOTE PURCHASE AGREEMENT AND THE FORM OF NOTES; AND RELATED MATTERS.

WHEREAS, there is an immediate and pressing need for raising funds in the amount of not more than \$30,000,000 for the fiscal year commencing January 1, 2024, until the payment of taxes for said fiscal year; and

WHEREAS, the Board of Trustees (the "Board") of the Unified Fire Service Area, Utah (the "Service Area"), has determined to sell its Tax and Revenue Anticipation Notes, Series 2024, in one or more series (the "Notes"), for the purpose of meeting the current expenses of the Service Area for the fiscal year ending December 31, 2024, until the payment of taxes and receipt of other revenues for said fiscal year, and that such sum can be raised without incurring any indebtedness or liability in excess of the taxes or other revenues for the current fiscal year or exceeding any limit of debt imposed by the Constitution and statutes of the State of Utah; and

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

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

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

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

Section 1. For the purpose of meeting the current expenses of the Service Area for the fiscal year beginning January 1, 2024, until the payment of taxes and other revenues of said fiscal year, the Service Area shall borrow the sum of not to exceed Thirty Million Dollars (\$30,000,000) and for that purpose as evidence of such indebtedness, shall issue to the Purchaser, Notes, in one

or more series, and, subject to Section 2(a)(ii) below, bearing interest at the rate of not greater than six percent (6.0%) per annum from their dated date until paid. Said Notes shall be dated as of their date of delivery, shall be known as “Unified Fire Service Area, Utah Tax and Revenue Anticipation Notes, Series 2024,” and shall be due and payable no later than December 31, 2024, in lawful money of the United States of America at the office of the Chief Financial Officer of the Service Area in Salt Lake City, Utah, as paying agent. The Service Area shall deposit moneys into an account designated for the payment of the Notes at least two (2) weeks prior to their due date. Said Notes may be subject to redemption prior to maturity as determined by the hereinafter defined Designated Officers. Said Notes shall be represented by notes in denominations of \$100,000 and integral multiples of \$5,000 in excess thereof.

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

(i) the series and principal amount of the Notes necessary to accomplish the purpose of the Notes set forth in Section 1 herein; provided, however, that the aggregate principal amount of the Notes shall not exceed \$30,000,000;

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

(iii) the final date when the Notes shall be due and payable; provided, however, that said date shall be no later than December 31, 2024;

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

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

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

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

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

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

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

UNITED STATES OF AMERICA
STATE OF UTAH
UNIFIED FIRE SERVICE AREA
TAX AND REVENUE ANTICIPATION NOTE, SERIES 2024

No. R - 1 \$ _____

<u>Interest Rate</u>	<u>Original Issue Date</u>	<u>Maturity Date</u>	<u>[CUSIP]</u>
_____ %	March [____], 2024	December [____], 2024	

Registered Owner: [Purchaser]

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

Unified Fire Service Area, Utah (the “Service Area”), hereby acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner referenced above the sum of _____ Dollars (\$_____) in lawful money of the United States of America on December [____], 2024, at the office of the Chief Financial Officer of the Service Area in Salt Lake City, Utah, as paying agent, with interest thereon at the Interest Rate per annum referenced above from the Original Issue Date until paid in full, payable at maturity. Interest on this Note shall be computed on the basis of a 360-day year consisting of twelve 30-day months. Provided however, that the event that the Service Area fails to timely pay interest or principal on this Note when due the Interest Rate per annum will equal [__]%; [and provided further that in the event that an action or inaction of the Service Area directly causes the interest payable with respect to the Note to be includable in gross income of the owners thereof for federal and State of Utah income tax purposes pursuant to a final, non-appealable ruling, the Service Area shall make the owners of the Note whole by paying interest on this Note at the rate of [_____] % per annum].

This Note is the “Unified Fire Service Area, Utah Tax and Revenue Anticipation Notes, Series 2024,” issued in the aggregate principal amount of _____ Dollars (\$_____) pursuant to Title 17B, Chapter 1, Section 103 and Chapter 2a, Part 9, Utah Code Annotated 1953, as amended, and applicable provisions of Title 11, Chapter 14, Utah Code Annotated 1953, as amended.

This Note is [not] subject to redemption [prior to maturity upon thirty days advance written notice].

It is hereby covenanted, certified, recited, and declared that this Note is given in anticipation of the collection of taxes and other revenues to be levied and collected for the current fiscal year, in evidence of money borrowed to meet current expenses of the Service Area during said current fiscal year until payment of the taxes and other revenues for such year, that taxes and

other revenues within the limit provided by law and sufficient to pay principal of and interest on this Note as the same falls due and, together with other budgeted revenues to be received during such fiscal year, sufficient to pay all budgeted maintenance and operation and other expenses of the Service Area for such fiscal year have been or will be levied and collected in such fiscal year on all taxable property within the Service Area and that sufficient moneys have been appropriated for the payment of the principal of and interest on this Note as the same shall fall due.

It is hereby certified, recited, and declared that the entire indebtedness of the Service Area hereby incurred is not in excess of seventy-five percent (75%) of the tax revenues and other revenues levied and collected by the Service Area for the fiscal year ended December 31, 2023, or ninety percent (90%) of the taxes and other revenues of the Service Area levied and collected or to be levied and collected for the current fiscal year, and that said indebtedness was and is contracted for the purpose for which said taxes and other revenues are levied and collected.

This Note shall be registered on the books of the Service Area to be kept for that purpose at the office of the Chief Financial Officer of the Service Area set forth above, such registration shall be noted hereon and this Note shall only be transferable upon said books at said office by the registered owner or by his duly authorized attorney. Such transfers shall be without charge to the owner hereof but any taxes or other governmental charges required to be paid with respect to the same shall be paid by the owner requesting such transfer as a condition precedent to the exercise of such privilege. Upon any such transfer, the Service Area shall execute and deliver in exchange for this Note a new registered Note registered in the name of the transferee in authorized denominations.

It is hereby certified, recited, and declared that all acts, conditions, and things essential to the validity of this Note exist, have happened, and have been done, and that every requirement of law affecting this Note has been duly complied with, and that this Note is within every debt and other limit prescribed by the Constitution and laws of the State of Utah.

IN WITNESS WHEREOF, the Unified Fire Service Area, Utah, by its Board of Trustees, has caused this Note to be manually signed by its Chair and attested by the manual signature of its Clerk and the seal of the Service Area to be affixed hereto as of _____, 2024.

UNIFIED FIRE SERVICE AREA, UTAH

(SEAL)

By: _____ (Do not sign)
Chair

ATTEST:

By: _____ (Do not sign)
Clerk

ABBREVIATIONS

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

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

UNIF GIF MIN ACT _____
(Cust.)

Custodian for _____
(Minor)

under Uniform Gifts to Minors Act of _____
(State)

ASSIGNMENT

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

(Social Security or Other Identifying Number of Assignee)

(Please Print or Typewrite Name and Address of Assignee)

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

DATED: _____

Signature: _____

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

Signature Guaranteed:

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

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

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

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

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

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

Section 7. There shall be levied by the Service Area in the fiscal year beginning January 1, 2024, a sufficient tax and there shall be collected sufficient revenues other than taxes to pay the principal of and interest on the Notes as the same fall due and to pay all budgeted maintenance and operation and other expenses of the Service Area, and there is hereby appropriated from the collection of taxes and other revenues for said fiscal year, a sum sufficient to pay both principal of and interest on the Notes as the same shall fall due.

Section 8. The Notes are issued as obligations the interest on which is excludable from gross income of the owners thereof. The Service Area recognizes that the Purchaser of the Notes will have accepted them on, and paid therefor a price which reflects, the understanding that interest

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

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

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

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

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

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

Section 12. The Notes so issued shall be delivered to the Clerk of the Service Area and her receipt taken therefor, and she shall stand charged on her official bond with the Notes delivered to the Clerk and the proceeds thereof and the Clerk shall deliver or have delivered the Notes to the Purchaser, its agents or assigns, as per the terms of the Note Purchase Agreement of said Purchaser, as and when the Notes may be and are legally issued, upon receipt of the purchase price therefor, as set forth in the Terms Certificate and Note Purchase Agreement.

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

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

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

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

ADOPTED this February 20, 2024.

UNIFIED FIRE SERVICE AREA, UTAH

(SEAL)

By: _____
Chair

ATTEST:

By: _____
Clerk

APPROVED AS TO FORM:

Legal Counsel

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

CERTIFICATE OF COMPLIANCE
WITH OPEN MEETING LAW

I, Cyndee Young, the duly chosen, qualified, and acting Clerk of the Unified Fire Service Area (the “Service Area”), Utah, do hereby certify that in accordance with the requirements of Section 52-4-202, Utah Code Annotated 1953, as amended, public notice of the meeting of the Board of Trustees (the “Board”) of the Service Area held on February 20, 2024, was given,

- (i) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the Service Area’s principal offices at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;
- (ii) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted to the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting; and
- (iii) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the Service Area’s official website at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2024 Annual Meeting Schedule of the Board (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the Board to be held during the year, by causing said Notice to be posted at least annually (a) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (b) on the Service Area’s official website, and (c) in a public location within the Service Area that is reasonably likely to be seen by residents of the Service Area.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Service Area this February 20, 2024.

(SEAL)

By: _____
Clerk

Attachments:
SCHEDULE 1—NOTICE OF MEETING
SCHEDULE 2—NOTICE OF ANNUAL MEETING SCHEDULE

EXHIBITS (to be attached to file copy)

Exhibit A – Form of Note Purchase Agreement

Exhibit B – Form of Terms Certificate

NOTE PURCHASE AGREEMENT

\$[PAR]
Unified Fire Service Area, Utah
Tax and Revenue Anticipation Note,
Series 2024

March [21], 2024

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

Dear Board of Trustees:

The undersigned, [PURCHASER] (the “Purchaser”), offers to purchase from the Unified Fire Service Area, Utah (the “Issuer”) all (but not less than all) of the \$[PAR] Tax and Revenue Anticipation Note, Series 2024, of the Issuer (the “Note”), with delivery and payment at 3380 South 900 West, Salt Lake City, Utah, or such other place as shall have been mutually agreed upon by the Issuer and the Purchaser, based upon the covenants, representations and warranties set forth below. This offer is made subject to your acceptance of this Note Purchase Agreement (this “Purchase Agreement”) on or before 11:59 a.m., Utah time, on the date hereof.

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

2. The Issuer adopted Resolution No ___-2024 on February 20, 2024 (the “Financing Resolution”), authorizing the issuance and sale of the Note and its Designated Officers (as defined in the Financing Resolution) have executed as of the date hereof a Terms Certificate (the “Terms Certificate”) confirming, among other items, [PURCHASER], as the purchaser of the Note. The Purchaser is authorized by the Issuer to use the Financing Resolution and the information contained therein in connection with the purchase of the Note.

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

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

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

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

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

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

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

(vi) the financial statements of the Issuer for the fiscal year ended December 31, 2022, are true and correct in all material respects and there has been no material adverse change in the condition, financial or otherwise, of the Issuer from the date of such financial statements;

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

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

[(A) the Issuer is not a Sanctioned Target and (B) to the best of the Issuer's knowledge, no officer or director acting on behalf of the Issuer is under investigation for an alleged violation of Sanction(s) by a governmental authority that enforces Sanctions. Capitalized terms used in this Section 4(a)(viii) and in paragraph (iv), (v) and (vi) of Section 4(b) shall have the meaning set forth below:

“Anti-Corruption Laws” means: (i) the U.S. Foreign Corrupt Practices Act of 1977, as amended; and (ii) any other anti-bribery or anti-corruption laws,

regulations or ordinances in any jurisdiction in which the Issuer is located or doing business.

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

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

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

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

(i) The aggregate indebtedness for purposes of meeting current expenses incurred by the Issuer during the fiscal year ending December 31, 2024, including the Note, will not exceed (A) an amount equal to 75% of the total taxes and other revenues the Issuer levies and collects or which are levied and collected on the Issuer’s behalf in the fiscal year ended December 31, 2023 or (B) an amount equal to 90% of the total taxes and other revenues the Issuer levies and collects or which are levied and collected on the Issuer’s behalf in the fiscal year ending December 31, 2024.

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

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

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

(v) Use of Proceeds.

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

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

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

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

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

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

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

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

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

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

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

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

(a) (i) From December 31, 2022, to the date of Closing, there shall not have been any material adverse change in the financial condition or general affairs of the Issuer and (ii) from the date the Issuer accepted the Purchaser's bid to purchase the Note to the date of Closing there shall not have been any (A) event, court decision, proposed law or rule which may have the effect of changing the federal income tax incidents of the Note or the interest thereon or the contemplated transaction or (B) any international or national crisis, suspension of stock exchange trading or banking moratorium materially affecting, in the Purchaser's opinion, the market price of the Note.

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

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

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

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

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

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

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

7. To the extent permitted by law, the Issuer will indemnify the Purchaser and its respective directors, officers, employees, agents and affiliates against all claims asserted and losses, liabilities and expenses incurred in connection with the Note or this Purchase Agreement.

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

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

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

11. The Issuer will provide to the Purchaser a copy of (i) its audited financial statements for the fiscal year ended December 31, 2023, no later than July 31, 2024, and (ii) prompt notice of any litigation or proceeding that could reasonably be likely to have a material adverse impact on the (x) validity or enforceability of this Purchase Agreement, the Financing Resolution or the Note or (y) the ability of the Issuer to pay the principal of or interest on the Note.

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

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

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

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

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

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

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

[Remainder of page intentionally left blank]

Sincerely,

[PURCHASER]

By: _____
[Name]
[Title]

(SEAL)

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

UNIFIED FIRE SERVICE AREA, UTAH

Chair

ATTEST AND COUNTERSIGN:

Chief Financial Officer

APPROVED AS TO FORM:

Legal Counsel

EXHIBIT A

DESCRIPTION OF NOTE

1. Issue Size: \$[PAR]
2. Dated Date: March [21], 2024, or such other date mutually agreed upon by the Issuer and the Purchaser
3. Maturity Date: December [____], 2024
4. Purchase Price: \$[PAR] (the par amount of the Note)
5. Rating: Not Rated
6. Coupon Rate: [____]% per annum; *provided, however*, (i) upon the occurrence and during the continuance of an Event of Default, then interest on the Note shall accrue at [12.00]% per annum and (ii) in the event a determination of taxability shall occur as a result of the Issuer's acts and/or omissions, the interest rate on the Note shall increase to the "Taxable Rate." The Taxable Rate shall be the product of (i) the coupon rate and (ii) one divided by one minus the prevailing Maximum Federal Corporate Tax Rate in effect on the date of calculation; provided however, that in no event shall the Taxable Rate exceed 12.00% per annum
7. Optional Redemption: [Not subject to optional redemption]
8. Tax-exempt: Yes
9. Bank-qualified: No
10. CUSIP No.: [n/a]

EXHIBIT B

INVESTOR LETTER

March [21], 2024

Unified Fire Service Area, Utah
Salt Lake City, Utah

Re: \$[PAR] Unified Fire Service Area, Utah Tax and Revenue Anticipation Note,
 Series 2024

Ladies and Gentlemen:

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

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

2. The Purchaser is purchasing the Note at par.

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

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

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

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

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

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

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

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

(a) that is an affiliate of the Purchaser;

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

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

[PURCHASER]

By: _____
[Name]
[Title]

TERMS CERTIFICATE

Pursuant to Title 17B, Chapter 1, Section 103 and Chapter 2a, Part 9, Utah Code Annotated 1953, as amended, and applicable provisions of Title 11, Chapter 14, Utah Code Annotated 1953, as amended (together, the “Act”), and the authority delegated in the resolution adopted by the Board of Trustees (the “Board”) of the Unified Fire Service Area, Utah (the “Service Area”) on February 20, 2024 (the “Resolution”), authorizing the issuance and sale of the Service Area’s Tax and Revenue Anticipation Note, Series 2024 (the “Note”), the undersigned Designated Officers hereby approve the following terms of the Note and related matters as delegated to the undersigned by the Resolution:

1. The final principal amount of \$[PAR] for the Note;
2. The interest rate on the Note is [_____] % per annum; subject to (i) adjustment to the Default Rate (as such term is defined in the Note) [and (ii) in the event a determination of taxability shall occur as a result of the Issuer’s acts and/or omissions, the interest rate on the Note shall increase to the “Taxable Rate.” The Taxable Rate shall be the product of (i) the coupon rate and (ii) one divided by one minus the prevailing Maximum Federal Corporate Tax Rate in effect on the date of calculation; provided however, that in no event shall the Taxable Rate exceed 12.00% per annum;]
3. The principal of the Note and the interest thereon shall be due and payable on December [____], 2024;
4. [_____] (the “Purchaser”) is hereby selected as purchaser of the Note;
5. The sale of the Note to the Purchaser is confirmed and the aggregate price to be paid by the Purchaser for the Note shall be \$[PAR] (representing the par amount of the Note);
6. The Note is [not] subject to optional redemption prior to maturity; and
7. It is intended that interest on the Note will be excludable from federal income tax of the owners thereof.

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

IN WITNESS WHEREOF, we have hereunto subscribed our official signatures on behalf of the Unified Fire Service Area, Utah, this March [21], 2024.

UNIFIED FIRE SERVICE AREA, UTAH

Chair/Designated Officer

Chief Financial Officer/Designated Officer

ATTEST AND COUNTERSIGN:

Clerk

**RESOLUTION OF THE BOARD OF TRUSTEES OF UNIFIED FIRE SERVICE AREA
AMENDING THE INTERLOCAL COOPERATION AGREEMENT BETWEEN
UFSA AND MILLCREEK COMMUNITY REINVESTMENT AGENCY**

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

WHEREAS, Unified Fire Service Area (the "UFSA") and Millcreek Community Reinvestment Agency (the "Agency") are "public agencies" for purposes of the Act; and

WHEREAS, on October 17, 2023, the UFSA approved Resolution 10-2023A to enter into an Interlocal Agreement with the Agency whereby the UFSA would remit to the Agency a portion of the property tax increment generated within the Olympus Hills Community Reinvestment Project Area, (the "Project Area") which would otherwise flow to the UFSA, for the purpose of encouraging development activities through the payment for certain public infrastructure and other uses that directly benefit the Project Area (the "Interlocal Agreement"); and

WHEREAS, it has since been determined that a typographical error was made on the Interlocal Agreement that the parties desire to correct; and

WHEREAS, Section 11-13-202.5 of the Interlocal Act requires that certain interlocal agreements be approved by resolution of the legislative body of a public agency.

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

1. Paragraph 1.a. of the Interlocal Agreement is hereby amended to state that the base taxable value shall be \$1,264,300 and not the erroneously typed amount of \$39,763,918.
2. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED by the legislative body of Unified Fire Service Area this 21st day of February, 2024.

Trish Hull
UFSA Board Chair

Attest:

Cyndee Young, District Clerk