

THIS AGENDA IS SUBJECT TO CHANGE WITH MINIMUM 24 HOURS NOTICE



## **UNIFIED FIRE AUTHORITY BOARD AGENDA**

September 21, 2021 7:30 a.m.

NOTICE IS HEREBY GIVEN THAT THE UNIFIED FIRE AUTHORITY BOARD OF DIRECTORS 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=VW9iWk1KQ0JYTi9lSDIxMS96KzZXZz09>

Password: 123911

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1. Call to Order – Chair Perry
2. Public Comment  
Please limit comments to three minutes each. The UFA 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](mailto:publiccomment@unifiedfire.org) until 7:00 a.m. September 20, 2021. Emailed comments submitted prior to 7:00 a.m. September 20, 2021, will be read or summarized into the record, comments received after the deadline will be forwarded to the UFA Board, but not read into the meeting record or addressed during the meeting.
3. Minutes Approval – Chair Perry
  - a. August 17, 2021
4. Consent Agenda
  - a. Review of August Disbursements – CFO Hill
5. Committee Updates
  - a. Benefits & Compensation Committee (No meeting) – Chair Dahle
  - b. Governance Committee (No meeting) – Chair Silvestrini
  - c. Finance Committee (No meeting) – Chair Stewart
6. Consider Resolution 09-2021A Approving Execution of Agreement with the Unified Fire Service Area for Conduit Financing  
– CFO Hill/CLO Roberts
7. Fire Chief Selection Process AD Hoc Committee – Chief Petersen/Vice Chair Dahle

8. Weighted Vote – 2020 Population Statistics – Chief Petersen
9. Seismic Retrofit Update – DC Robinson
10. Current Fuel Projections – DC Robinson

11. Fire Chief Report
  - a. VECC Performance Improvements
  - b. Fireworks Legislation
  - c. Vaccinations
  - d. C-Mac Video Laryngoscopes – CLO Roberts
  - e. Municipality Patch Design Update – DOC Easton
  - f. Banquet – DOC Easton
  - g. Firefighter Hiring – HR Director Day

12. Possible Closed Session

The Board may consider a motion to enter Closed Session. A closed meeting described under Utah Code Section 52-4-205 may be held for specific purposes including, but not limited to:

- a. discussion of the character, professional competence, or physical or mental health of an individual;
- b. strategy sessions to discuss pending or reasonably imminent litigation;
- c. strategy sessions to discuss the purchase, exchange, or lease of real property;
- d. discussion regarding deployment of security personnel, devices, or systems; and
- e. investigative proceedings regarding allegations of criminal misconduct.

A closed meeting may also be held 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.

Re-Open the Meeting

13. Adjournment – Chair Perry

**The next Board meeting will be held October 19, 2021 at 7:30 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 UFA MEETINGS.**

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

CERTIFICATE OF POSTING

The undersigned, does hereby certify that the above agenda notice was posted on this 17<sup>th</sup> day of September, 2021 on the UFA bulletin boards, the UFA website [www.unifiedfire.org](http://www.unifiedfire.org), 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, UFA Board Clerk



## UNIFIED FIRE AUTHORITY BOARD MINUTES

August 17, 2021 7:30 a.m.

Electronically Via ZOOM Webinar/UFA Headquarters – 3380 South 900 West SLC, UT 84119

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1. Call to Order  
Quorum was obtained  
Chair Perry called the meeting to order at 7:30 a.m.
  
2. Public Comment  
None  
Public comment was made available live and with a posted email address
  
3. Approval of Minutes  
Council Member Stewart moved to approve the minutes from the July 20, 2021 UFA Board Meeting as submitted  
Mayor Peterson seconded the motion  
All voted in favor, none opposed
  
4. Consent Agenda
  - a. Review of July Disbursements
    - No questions  
Mayor Overson moved to approve the July disbursements as submitted  
Mayor Sondak seconded the motion  
All voted in favor, none opposed
  
5. Committee Updates
  - Benefits & Compensation Committee
    - No meeting held
  
  - Governance Committee
    - No meeting held
  
  - Finance Committee
    - No meeting held
  
6. UFA Vice Chair Position
  - Mayor Peterson stated that due to personal challenges, he will step down as UFA Vice Chair
  - With the impending departure of Chief Petersen April 2022, he feels it is appropriate to nominate Mayor Dahle as Vice Chair of UFA for the remainder of the year
    - January 2022, the Vice Chair would proceed to chair the UFA Board of Directors

- This will allow for the UFA Board to be well prepared for the transition and process development follow through that is critical and necessary for a successful transition to a new Chief/CEO

Mayor Peterson moved to appoint Mayor Dahle as UFA Vice Chair

Mayor Knopp seconded the motion

All voted in favor, none opposed

7. Consider Resolution 08-2021A Approving Terms of Lease Purchase Agreement with Banc of America Public Capital Corp

- CFO Hill reminded the Board of their approval during the budget process for staff to find a lease purchase in order to purchase \$10.8M in equipment, building improvements, etc.
- 5 competitive bids were received
- The UFA Finance Committee has reviewed the bids and are prepared to move forward with the lease
- The interest rate offered/chosen is 0.8497 with a draw down period of 3 years
  - CFO Hill explained that the draw down period is the allotted time to spend the funds
  - Mayor Sondak stated that this sounded more like a loan than a lease
    - CFO Hill explained that this is not a traditional lease, once final payment has been made, UFA has full ownership of all assets
    - This is a combination of a lease/purchase, wherein the equipment is collateral
- This is a 7-year lease, closing will take place at months end

Mayor Dahle moved to adopt Resolution 08-2021A approving terms of Lease Purchase Agreement with Banc of America Public Capital Corp

Council Member Stewart seconded the motion

Roll call vote taken

Bailey	Y	Overson	Y
Bowen	-	Perry	Y
Butterfield	Y	Peterson	Y
Dahle	Y	Silvestrini	Y
Hale Glover	Y	Sondak	Y
Henderson	Y	Stewart	Y
Hull	Y	Theodore	Y
Kanter	Y	Westmoreland	-
Knopp	Y		

8. UFA Application of ARPA Funds

- Chief Petersen stated that some municipalities are concerned about the grant requirements for these funds to be paid now, others believe it fits well within the parameters of the funds and have already paid
- Chief is concerned about ensuring evenness of contributions between municipalities
- Chief Petersen proposes increasing the Member Fee or implement a special assessment to replenish the Capital Fund in next fiscal year, using the budget process to determine the best way
- Members who have shared their ARPA funds now will be credited that portion toward the assessment

- The remaining impact from COVID is estimated at \$930,000
  - Fund Balance was utilized to cover the overall \$1.66M impact
  - First round of CARES Funding reimbursed UFA for \$730,000 of this, resulting in the remaining \$930,000
- Mayor Sondak asked what census data would be used when considering the assessment
  - Chief Petersen feels that in fairness, the same data used for invoicing would be used to determine the assessment, therefore, it has been broken up by population
- Chief Petersen clarified that the total \$930,000 has been invoiced and those municipalities who have provided ARPA funds will be credited toward their portion
  - If a municipality has paid their complete balance, they will not be invoiced further
- The municipality has the choice to utilize their ARPA Funds or be assessed an annual appropriation
  - This allows for municipalities to make the best decision for them
- The Board expressed their support for this proposal

9. Fire Chief Report

- Canyon Structural Inc. Donation – Apartment Fire Prevention
  - This \$1,800 donation was made by the company involved in construction of the building involved in the Millcreek apartment fire
  - Chief Petersen will be applying this donation toward the apartment fire prevention program
  - Fire Marshal Larson will be in contact with them to both thank them and show how UFA is utilizing their donation to make a difference
  - Chief Petersen stated that periodically, the Board will see him present donations and how they are applied to programs the donors are interested in focusing their funds toward
  - These donations are captured during the budget process
- EMAC Overview – AC Pilgrim
  - AC Pilgrim now represents the Utah State Fire Chief’s for EMAC deployments
  - This will help with navigating the deployments and addressing billing concerns
  - The state has participated in 5 deployments, UFA has only participated in 2 thus far
    - Prior to deploying, an assessment is conducted each time to ensure UFA is maintaining the commitment locally
- COVID Update/Delta Variant Response – OC Dern
  - An updated mask guidance was distributed for UFA on August 4
  - Masks are now required on all medical calls and while crews are in public
  - Unvaccinated members must wear masks while at work unless in their personal space or eating/drinking
  - UFA has reached out to non-vaccinated members directly
  - Recently there was an exposure to a crew during a station visit, all were wearing masks and there were no positives
  - UFA will continually assess the guidelines going forward to best protect the public and members
  - Full vaccination for UFA has moved from 83% to 85%
- Uniform Municipality Patch – DC Robinson
  - DC Robinson reviewed the memo associated with the patch project
  - This project evolved from the Strategic Plan and the desire for a local fire department feel

- Municipality patches will be worn on the right shoulder of the Class B uniforms
- More samples are forthcoming

10. Closed Session  
None

11. Adjournment  
Council Member Stewart moved to adjourn the August 17, 2021 meeting  
Mayor Dahle seconded the motion  
All voted in favor, none opposed

**BOARD MEMBERS IN ATTENDANCE:**

Council Member Kathleen Bailey  
Council Member Chrystal Butterfield  
Mayor Robert Dahle  
Council Member Trish Hull  
Mayor Robert Hale  
Mayor Dan Knopp  
Mayor Kristie Overson  
Mayor Mike Peterson  
Council Member Jared Henderson

Council Member Allan Perry  
Deputy Mayor Catherine Kanter  
Council Member Sheldon Stewart  
Mayor Jeff Silvestrini  
Mayor Harris Sondak  
Council Member Dea Theodore

**BOARD MEMBERS ABSENT:**

Council Member Gary Bowen  
Mayor Tom Westmoreland

**STAFF IN ATTENDANCE:**

CFO Tony Hill  
Chief Petersen

CLO Roberts  
Cynthia Young, Clerk

**OTHER ATTENDEES:**

AC Burchett  
AC Pilgrim  
AC Higgs  
Aaron Lance  
BC Prokopsis  
BC Fossum  
BC Russell  
OC Dern  
Bill Brass  
Captain Park  
Captain Ayres  
Calogero Ricotta

Catherine Harris,  
Emigration  
Captain Greensides  
David Chapman (public)  
Division Chief Case  
Division Chief Robinson  
Division Chief Torgersen  
Erica Langenfass  
Justin Watters  
Kamarie DeVoogd  
Kiyoshi Young  
Kate Turnbaugh

Kiley Day  
Lana Burningham  
Larson Wood  
Linda Hawks, Emigration  
Nile Easton, DOC  
Nathan Cherpeski,  
Herriman  
Patrick Costin  
Rachel Anderson, UFSA  
Shelli Fowlks  
Tim Tingey, CWH

**UNIFIED FIRE AUTHORITY**  
**CASH DISBURSEMENTS - GENERAL FUND POOLED CHECKING**  
**AUGUST 2021**

<b>GL Period</b>	<b>Check Date</b>	<b>Ref#</b>	<b>Vendor Name</b>	<b>Invoice#</b>	<b>Check Amount</b>
Aug-21	8/31/2021	2	PAYROLL TRANS FOR 8/15/21 PAY PERIOD	N/A	\$ 1,615,343.99
Aug-21	8/10/2021	1	PAYROLL TRANS FOR 7/31/21	N/A	1,399,437.44
Aug-21	8/24/2021	16	FUNDS TRANSFER FROM FIRE TO EM - SLCO EM FEE PAID 8/24/21	N/A	1,038,101.50
Aug-21	8/25/2021	14	URS ACH PAYMENT- 8/25/21 PAYROLL	N/A	560,333.79
Aug-21	8/12/2021	85089	SELECTHEALTH	8302021	560,165.90
Aug-21	8/12/2021	7	URS ACH PAYMENT - 8/10/21 PAYROLL	N/A	539,950.61
Aug-21	8/26/2021	12	EFTPS - 8/25/21 PAYROLL	N/A	356,098.51
Aug-21	8/11/2021	6	EFTPS - 8/10/21 PAYROLL	N/A	293,302.07
Aug-21	8/7/2021	8072021	WELLS FARGO BUSINESS CARD	Multiple	226,165.66
Aug-21	8/25/2021	13	STATE TAX ACH - 8/25/21 PAYROLL	N/A	185,320.68
Aug-21	8/5/2021	85059	ZOLL MEDICAL CORPORATION	Multiple	154,011.50
Aug-21	8/25/2021	82526	WEIDNER FIRE	60059	96,341.02
Aug-21	8/26/2021	15	FUNDS TRANSFER FROM FIRE TO EM - SLCO REIMB PAID 8/26/21	N/A	73,157.46
Aug-21	8/26/2021	85120	UTAH LOCAL GOVERNMENTS TRUST	1593190	72,455.59
Aug-21	8/12/2021	85087	PUBLIC EMPLOYEES HEALTH PROGRAM	JULYBILL2021	70,065.39
Aug-21	8/26/2021	85107	FUEL NETWORK	F2201E01005	69,916.23
Aug-21	8/25/2021	82523	LES OLSON COMPANY	Multiple	58,122.50
Aug-21	8/4/2021	80425	GCS BILLING SERVICES	Multiple	39,240.81
Aug-21	8/25/2021	82522	GCS BILLING SERVICES	2626	29,773.41
Aug-21	8/19/2021	85100	ROCKY MTN POWER	Multiple	29,602.29
Aug-21	8/12/2021	85078	CUSTOM BENEFIT SOLUTIONS, INC.	8102021	22,339.00
Aug-21	8/26/2021	85123	CUSTOM BENEFIT SOLUTIONS, INC.	8252021	22,255.67
Aug-21	8/12/2021	85077	AFLAC GROUP INSURANCE	7312021	18,968.70
Aug-21	8/26/2021	85118	SYMBOL ARTS, LLC	0392397-IN	16,500.00
Aug-21	8/19/2021	85094	COMCAST	127578809	15,595.76
Aug-21	8/12/2021	85060	UNIVERSITY MEDICAL BILLING	8/1/21A	13,744.00
Aug-21	8/25/2021	82524	MAYORS FINANCIAL ADMIN	MFA0000764	12,222.39
Aug-21	8/26/2021	85125	LOCAL 1696 - IAFF	8252021	9,337.20
Aug-21	8/12/2021	85082	LOCAL 1696 - IAFF	8102021	9,326.20
Aug-21	8/20/2021	11	TRANSFER FUNDS AMBULANCE APPLIED TO WRONG ACCOUNT 8/20/21	N/A	8,918.85
Aug-21	8/26/2021	85109	HENRY SCHEIN, INC.	Multiple	8,734.36
Aug-21	8/12/2021	85091	SELECTHEALTH	08302021RET	8,471.70
Aug-21	8/12/2021	85067	HENRY SCHEIN, INC.	Multiple	7,621.35
Aug-21	8/25/2021	82525	NAPA AUTO PARTS	44408	6,988.31
Aug-21	8/5/2021	85052	L.N. CURTIS AND SONS	Multiple	6,406.26
Aug-21	8/12/2021	85074	UNIVERSITY OF UTAH	UFA-2021-7	6,240.00
Aug-21	8/17/2021	10	TRANSFER FUNDS FOR PATIENT REFUNDS 8/17/21	N/A	6,119.81
Aug-21	8/26/2021	85103	AUTHORIZED SERVICE GROUP	507087	5,882.10
Aug-21	8/12/2021	85076	XANTIE LLC	Multiple	3,683.75
Aug-21	8/12/2021	85079	FIDELITY SECURITY LIFE INSURANCE CO	164846975	3,381.73
Aug-21	8/12/2021	85064	DEPARTMENT OF HEALTH	22EM000063	3,200.00
Aug-21	8/11/2021	81121	APPARATUS EQUIPMENT & SERVICE, INC	Multiple	2,793.56
Aug-21	8/26/2021	85122	XANTIE LLC	1743	2,465.00
Aug-21	8/26/2021	85105	CUSTOM BENEFIT SOLUTIONS	Multiple	2,277.80
Aug-21	8/26/2021	85132	FIREFIGHTERS CREDIT UNION	08252021TV	2,243.26
Aug-21	8/12/2021	85090	FIREFIGHTERS CREDIT UNION	08102021TV	2,239.63
Aug-21	8/19/2021	85092	BLOMQUIST HALE EMPLOYEE ASSISTANCE	AUG21255	2,230.00
Aug-21	8/26/2021	85112	L.N. CURTIS AND SONS	Multiple	2,229.76
Aug-21	8/12/2021	85081	INFOARMOR	7312021	2,169.00
Aug-21	8/5/2021	85054	LOVE COMMUNICATIONS LLC	58028	2,137.50

Note 1: This is a pooled cash account - disbursements listed include those for UFA's Wildland Enterprise fund

Note 2: Payroll totals are for all UFA funds, not just General Fund

X:\Board Docs\2021-08 Disbursements\10

**UNIFIED FIRE AUTHORITY  
CASH DISBURSEMENTS - GENERAL FUND POOLED CHECKING  
AUGUST 2021**

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Aug-21	8/4/2021	80422	SERVICEMASTER OF SALT LAKE	135098A	2,062.50
Aug-21	8/26/2021	85104	CRITICAL MENTION INC	2021-40899	2,000.00
Aug-21	8/5/2021	85051	KRONOS INCORPORATED	11790421	1,958.35
Aug-21	8/26/2021	85129	PUBLIC EMPLOYEES LT DISABILITY	8252021	1,871.65
Aug-21	8/26/2021	85111	KRONOS INCORPORATED	11803172	1,818.48
Aug-21	8/26/2021	85124	FIREFIGHTERS CREDIT UNION	08252021ST	1,804.61
Aug-21	8/12/2021	85080	FIREFIGHTERS CREDIT UNION	08102021ST	1,790.18
Aug-21	8/5/2021	85056	PURCELL TIRE CO.	2822541	1,608.50
Aug-21	8/12/2021	85085	OFFICE OF RECOVERY SERVICES	8102021	1,591.03
Aug-21	8/2/2021	1	RECORD US MERCHANT CC FEE 8/2/21	N/A	1,528.19
Aug-21	8/26/2021	85128	OFFICE OF RECOVERY SERVICES	8252021	1,452.62
Aug-21	8/5/2021	85053	LIFE-ASSIST, INC	1105203	1,117.00
Aug-21	8/26/2021	85115	PURCELL TIRE CO.	2837403	986.50
Aug-21	8/5/2021	85048	JAN-PRO OF UTAH	Multiple	960.00
Aug-21	8/19/2021	85102	WELCH, JAIME ALLISON	Multiple	780.00
Aug-21	8/5/2021	85049	A TO Z LANDSCAPING, INC.	27182A	765.72
Aug-21	8/11/2021	81122	MOUNTAIN ALARM	2501596	659.70
Aug-21	8/26/2021	85108	HAYLEY ADAMS	Multiple	600.00
Aug-21	8/11/2021	5	RECORD CLIENT ANALYSIS FEE 8/11/21	N/A	569.43
Aug-21	8/12/2021	85065	DOMINION ENERGY	Multiple	552.25
Aug-21	8/19/2021	85101	SNOWBIRD RESORT LLC	2BY5Y7-C73121	537.26
Aug-21	8/12/2021	85066	DOMINION ENERGY	G-ADM 7/21	535.41
Aug-21	8/19/2021	85099	MEANING TO LIVE	Multiple	480.00
Aug-21	8/19/2021	85095	DEPARTMENT OF PSYCHIATRY	2022011	375.00
Aug-21	8/26/2021	85116	SHRED-IT USA	8182497109	367.75
Aug-21	8/26/2021	85121	WELCH, JAIME ALLISON	Multiple	360.00
Aug-21	8/12/2021	85072	STRYKER SALES CORPORATION	3417384M	355.95
Aug-21	8/12/2021	85071	STEP INTO COMFORT LLC	105797	354.00
Aug-21	8/5/2021	85050	DOMINION ENERGY	Multiple	298.14
Aug-21	8/3/2021	4	RECORD PAYMENTECH CC FEE 8/3/21	N/A	293.23
Aug-21	8/4/2021	80423	VEHICLE LIGHTING SOLUTIONS INC	9538	290.00
Aug-21	8/12/2021	85062	COMMERCIAL MECHANICAL SYSTEMS/SERV	SV104269	265.00
Aug-21	8/12/2021	85073	UNIVERSITY MEDICAL BILLING	8/1/21C	255.00
Aug-21	8/19/2021	85098	LARRY H. MILLER FORD	585051	255.00
Aug-21	8/19/2021	85093	CENTERPOINT LEADERSHIP SVCS	2044	224.86
Aug-21	8/13/2021	8	UNEMPLOYMENT ACH PAYMENT - 8/10/21 PAYROLL	N/A	214.89
Aug-21	8/12/2021	85068	HONEY BUCKET	552240148	212.00
Aug-21	8/5/2021	85057	UTAH BROADBAND LLC	1091664	199.00
Aug-21	8/12/2021	85075	UTAH BROADBAND LLC	1092260	199.00
Aug-21	8/26/2021	85119	UTAH BROADBAND LLC	1098395	199.00
Aug-21	8/5/2021	2	RECORD XPRESS BILL PAY FEES FOR JULY 8/5/21	N/A	197.50
Aug-21	8/12/2021	85084	ND CHILD SUPPORT DIVISION	8102021	179.00
Aug-21	8/26/2021	85127	ND CHILD SUPPORT DIVISION	8252021	179.00
Aug-21	8/19/2021	85097	INTERSTATE BILLING SERVICE, INC.	3024087043	170.00
Aug-21	8/12/2021	85063	COPPERTON IMPROVEMENT DISTRICT	W-#115 7/21	165.70
Aug-21	8/26/2021	85106	DOMINION ENERGY	Multiple	160.39
Aug-21	8/12/2021	85088	SALT LAKE VALLEY LAW ENFORCE ASSOC	8102021	152.00
Aug-21	8/26/2021	85130	SALT LAKE VALLEY LAW ENFORCE ASSOC	8252021	152.00
Aug-21	8/5/2021	85055	MEANING TO LIVE	44372	150.00
Aug-21	8/26/2021	85117	SUBURBAN PROPANE-1243	207804	140.43

Note 1: This is a pooled cash account - disbursements listed include those for UFA's Wildland Enterprise fund

Note 2: Payroll totals are for all UFA funds, not just General Fund

X:\Board Docs\2021-08 Disbursements\10

**UNIFIED FIRE AUTHORITY  
CASH DISBURSEMENTS - GENERAL FUND POOLED CHECKING  
AUGUST 2021**

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Aug-21	8/19/2021	85096	DOMINION ENERGY	Multiple	127.56
Aug-21	8/26/2021	85113	MEANING TO LIVE	44413	120.00
Aug-21	8/12/2021	85070	SALT LAKE COUNTY SERVICE AREA #3	W/S-#113 7/21	103.52
Aug-21	8/12/2021	85086	OSDC	08102021BH	101.81
Aug-21	8/5/2021	85058	WORKFORCEQA LLC	152106	94.00
Aug-21	8/4/2021	80421	APPARATUS EQUIPMENT & SERVICE, INC	21-IV-5416	88.00
Aug-21	8/26/2021	85110	JOHNSON ROBERTS & ASSOCIATES INC	146359	87.50
Aug-21	8/5/2021	3	RECORD AMERICAN EXPRESS CC FEE 8/5/21	N/A	84.74
Aug-21	8/25/2021	82521	BESTSHRED, LLC	4977081221	75.00
Aug-21	8/12/2021	85069	INTERSTATE BILLING SERVICE, INC.	3024130142	72.90
Aug-21	8/12/2021	85061	BOUND TREE MEDICAL, LLC.	84131753	55.50
Aug-21	8/13/2021	9	RECORD CONVENIENT PAYMENT CC FEES FOR JULY 8/13/21	N/A	50.15
Aug-21	8/26/2021	85131	UTAH RETIREMENT SYSTEMS	08172021LW	41.41
Aug-21	8/12/2021	85083	MOUNTAIN AMERICA CREDIT UNION	8102021	26.00
Aug-21	8/26/2021	85126	MOUNTAIN AMERICA CREDIT UNION	8252021	26.00
					<b><u>\$ 7,739,176.31</u></b>

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X:\Board Docs\2021-08 Disbursements\10

**UNIFIED FIRE AUTHORITY**  
**CASH DISBURSEMENTS - EMERGENCY MANAGEMENT CHECKING**  
**AUGUST 2021**

<u>GL Period</u>	<u>Check Date</u>	<u>Ref#</u>	<u>Vendor Name</u>	<u>Invoice#</u>	<u>Check Amount</u>
Aug-21	8/31/2021	1	FUNDS TRANSFER FROM EM TO FIRE - 8/10/21 PAYROLL	N/A	\$ 54,480.01
Aug-21	8/31/2021	2	FUNDS TRANSFER FROM EM TO FIRE - 8/25/21 PAYROLL	N/A	51,405.75
Aug-21	8/26/2021	7666	COMPUNET, INC	Multiple	13,474.23
Aug-21	8/5/2021	7659	COMPUNET, INC	175168	11,216.69
Aug-21	8/19/2021	7664	ROCKY MTN POWER	E-ECC 7/21	6,142.12
Aug-21	8/25/2021	82527	LES OLSON COMPANY	Multiple	2,832.89
Aug-21	8/26/2021	7668	FUEL NETWORK	F2201E01005	2,188.17
Aug-21	8/26/2021	7667	CRITICAL MENTION INC	2021-40899	2,000.00
Aug-21	8/4/2021	80424	SERVICEMASTER OF SALT LAKE	135098B	1,687.50
Aug-21	8/19/2021	7665	SYRINGA NETWORKS LLC	21AUG0200	1,175.00
Aug-21	8/26/2021	7670	UTAH LOCAL GOVERNMENTS TRUST	1593190	992.75
Aug-21	8/5/2021	7658	A TO Z LANDSCAPING, INC.	27182B	626.50
Aug-21	8/5/2021	7660	POULSEN TRAILER SALES INC	BRADWB	500.00
Aug-21	8/12/2021	7661	DOMINION ENERGY	G-ECC 7/21	438.07
Aug-21	8/12/2021	7663	PUBLIC EMPLOYEES HEALTH PROGRAM	07312021EOC	309.96
Aug-21	8/11/2021	81123	GOLD CUP SERVICES INC	Multiple	245.44
Aug-21	8/26/2021	7669	SHRED-IT USA	8182497109	140.27
Aug-21	8/25/2021	82528	MAYORS FINANCIAL ADMIN	FAC0000723	140.00
Aug-21	8/25/2021	82529	WAXIE SANITARY SUPPLY	80199904	112.10
Aug-21	8/12/2021	7662	PURE WATER SOLUTIONS OF AMERICA LLC	73903	105.00
					<b>\$ 150,212.45</b>

**UNIFIED FIRE AUTHORITY  
CASH DISBURSEMENTS - FIRE CAPITAL REPLACEMENT FUND  
AUGUST 2021**

<u>GL Period</u>	<u>Check Date</u>	<u>Ref#</u>	<u>Vendor Name</u>	<u>Invoice#</u>	<u>Check Amount</u>
Aug-21	8/26/2021	85114	PRESIDIO NETWORKED SOLUTIONS LLC	6011221004052	\$ 212,639.57
					<b><u>\$ 212,639.57</u></b>

*Note 1: Zions escrow funds were fully distributed in December 2019*  
 X:\Board Docs\2021-08 Disbursements\55



UNIFIED FIRE AUTHORITY  
Resolution No. 09-2021A of 2021  
(Approval and Authorization to Enter Conduit Financing Structure and Sublease for  
Lease/Purchase Agreement)

A RESOLUTION APPROVING EXECUTION OF AGREEMENT WITH THE UNIFIED FIRE  
SERVICE AREA FOR CONDUIT FINANCING

Unified Fire Authority has determined that leasing personal property, such as apparatuses, light fleet, equipment, and building improvements, pursuant to a lease/purchase agreement, is for a valid public purpose and is essential to the operations of the UFA.

The UFA Board, at its August 2021 Board Meeting, approved the execution and terms of a Lease/Purchase Agreement with Banc of America Public Capital Corp (“Lessor”), for the lease purchase financing of \$10,808,525.00 in principal amount to fund the lease/purchase of such items.

During the administration’s due diligence in closing this transaction, administration determined that a conduit financing arrangement, with the Unified Fire Service Area (“UFSA”) serving as the primary lessee from Lessor, was beneficial to UFA and would expedite the ability to close the transaction with the approved terms. Under this structure, the terms of UFA’s payment of the lease purchase installments to Lessor (including interest rate and annual rental payments) would remain the same with the funds nominally flowing through UFSA as a conduit. UFA would sublease the assets from UFSA during the term of the payment obligation and the title to the assets would then be finally transferred to UFA at the end of the sublease term in the same manner as if UFA had been the primary lessee.

NOW, THEREFORE, be it resolved by the Board of Directors of the Unified Fire Authority:

SECTION 1. APPROVAL OF CONDUIT FINANCING. The Board approves the conduit financing structure allowing UFSA to be the lessee from Lessor, with UFA making the rental payments through UFSA as a conduit under the same terms and conditions of the lease/purchase

agreement the UFA Board approved in August, 2021. Such approval is conditional upon the UFSA's Board approving the same terms and form of financing.

SECTION 2. AUTHORIZATION TO ENTER SUBLEASE AGREEMENT AND ESCROW AND ACCOUNT CONTROL AGREEMENT. The Fire Chief of UFA, in consultation with the Chief Financial Officer and Chief Legal Officer, is hereby authorized and directed to negotiate, execute, and deliver (i) a sublease agreement, substantially in the form attached, with UFSA to facilitate the conduit financing structure, the use of the assets during the term of the sublease obligation, and the final transfer of title to assets to UFA once full payment has been made consistent with the draft agreement attached as Exhibit "A. and (ii) an Escrow and Account Control Agreement (the "Escrow Agreement") substantially in the form as attached as Exhibit "B." The Fire Chief, Chief Financial Officer, Assistant Finance Director and Assistant Chief shall all be authorized to sign disbursement requests under the Escrow Agreement.

SECTION 3. OTHER ACTIONS AUTHORIZED. The officers and employees of UFA shall take all action necessary or reasonably required by the parties to the various documents to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of final acceptance certificates, sublease agreements, escrow agreements, disbursement requests and any tax certificate and agreement, as contemplated in the transaction documents) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the transaction documents.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect upon approval.

Passed by the Board of the Unified Fire Authority, this 21st day of September, 2021.

UNIFIED FIRE AUTHORITY

By: \_\_\_\_\_  
Chair

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Chief Legal Officer

\_\_\_\_\_  
Clerk



Exhibit A

Form of Sublease Agreement

SUBLEASE AGREEMENT

This Sublease Agreement (“Sublease”), effective as of October 5, 2021 (“Effective Date”), is entered into by and between Unified Fire Service Area (“Sublessor”), and Unified Fire Authority (“Sublessee”). The Sublessor and the Sublessee are referred to collectively as the “Parties”, and individually as a “Party.”

RECITALS

WHEREAS, pursuant to that certain Master Equipment Lease/Purchase Agreement dated October 5, 2021, (the “Master Lease”), and Equipment Schedule No. 01, dated October 5, 2021 (the “Equipment Schedule”), entered into pursuant to the Master Lease (the Master Lease and Equipment Schedule being collectively referred to herein as the “Lease”), Banc of America Public Capital Corp (“Lessor”), as Lessor thereunder, leases to Unified Fire Service Area, as Lessee thereunder, the Equipment described in the Equipment Schedule (“Equipment”) for use in providing fire suppression and fire protection services (collectively, “Emergency Services”); and

WHEREAS, Sublessor has entered into the Lease to serve as a conduit to allow Sublessor to receive the Equipment

WHEREAS, Sublessor desires to sublease to Sublessee and Sublessee desires to sublease from Sublessor the Equipment; and

WHEREAS, Sublessor has received Lessor’s consent to this Sublease, set forth after the signature page to this Sublease.

NOW THEREFORE, for and in consideration of the mutual promises, covenants, agreements and conditions contained in this Sublease, the Parties agree as follows:

1. Definitions. Capitalized terms not otherwise define herein shall have the meaning as set forth in the Lease.
2. Representations and Agreements of Sublessee. Sublessee represents, warrants and covenants as follows:

(a) Sublessee is an entity created under the Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 et seq. pursuant to the Revised and Restated Interlocal Cooperation Agreement, made December 1, 2019, between Sublessor various political subdivisions, with full power and authority to enter into this Sublease, the Escrow and Account Control Agreement, dated as of the Effective Date, between Banc of America Public Capital Corp (together with its successors and assigns, hereinafter referred to as “Lessor”), Sublessee and Bank of America, National Association, a national banking association organized

under the laws of the United States of America (hereinafter referred to as “Escrow Agent”), and the transactions contemplated thereby and to perform all of its obligations hereunder (the “Related Documents”).

(b) Sublessee has duly authorized the execution and delivery of the Related Documents by proper action of its governing body at a meeting duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of the Related Documents.

(c) Sublessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence.

(d) Sublessee has complied with such procurement and public bidding requirements as may be applicable to the Related Documents and the acquisition and installation by Sublessee of the Equipment as provided in each Lease.

(e) During the Lease Term of the Lease, the Equipment will be used by Sublessee only for the purpose of performing essential governmental or proprietary functions of Sublessee consistent with the permissible scope of Sublessee’s authority. Sublessee does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the last Rental Payment (including all Renewal Terms) scheduled to be paid under the Lease.

(f) Sublessee has kept, and throughout the Lease Term of the Lease shall keep, its books and records in accordance with generally accepted accounting principles and practices consistently applied, and shall deliver to Lessor (i) annual audited financial statements (including (1) a balance sheet, (2) statement of revenues, expenses and changes in fund balances for budget and actual, (3) statement of cash flows, and (4) footnotes, schedules and attachments to the financial statements) within two hundred seventy (270) days after the end of its fiscal year, (ii) such other financial statements and information as Lessor may reasonably request, and (iii) upon Lessor’s request, its annual budget for any prior or current fiscal year or for the following fiscal year when approved but not later than thirty (30) days prior to the end of its current fiscal year. The financial statements described in this subsection (f) shall be accompanied by an unqualified opinion of Sublessee’s independent auditor. Credit information relating to Sublessee may be disseminated among Lessor and any of its affiliates and any of their respective successors and assigns.

(g) Sublessee has an immediate need for the Equipment and expects to make immediate use of the Equipment. Sublessee’s need for the Equipment is not temporary and Sublessee does not expect the need for any item of the Equipment to diminish during the Lease Term.

(h) There is no pending litigation, tax claim, proceeding or dispute that may adversely affect Sublessee’s financial condition or impairs its ability to perform its obligations under the Related Documents. Sublessee will, at its expense, maintain its legal existence and do any further act and execute, acknowledge, deliver, file, register and record

any further documents Lessor may reasonably request in order to protect Lessor's first priority security interest in the Equipment and the Escrow Account and Lessor's rights and benefits under the Lease and Escrow Agreement.

(i) Sublessee (i) is the fee owner of the real estate where the Equipment is and will be located (the "*Real Property*") and has good and marketable title thereto, and there exists no mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever on or with respect to such Real Property, or (ii) has sufficient possessory rights to the Real Property where the Equipment under the Lease is and will be located for the Lease Term and the legal documents providing such possessory rights does not allow for the encumbrance of such Equipment situated on such Real Property.

(j) No lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which Sublessee has been a party at any time has been terminated by Sublessee as a result of insufficient funds being appropriated in any fiscal year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which Sublessee has issued during the past ten (10) years.

(k) Sublessee agrees that it will not take any action that would cause the interest component of Rental Payments under the Lease to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for Federal income tax purposes, nor will it omit to take or cause to be taken, in a timely manner, any action, which omission would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for Federal income tax purposes. In connection with the foregoing, Sublessee hereby agrees that (a) so long as any Rental Payments under a Lease remain unpaid, moneys on deposit in the Escrow Account under the Escrow Agreement shall not be used in a manner that will cause the Lease to be classified as an "arbitrage bond" within the meaning of Section 148(a) of the Code; and (b) Sublessee shall rebate, from funds legally available for the purpose, an amount equal to excess earnings on the Escrow Account under the Escrow Agreement to the Federal Government if required by, and in accordance with, Section 148(f) of the Code, and make the determinations and maintain the records required by the Code.

3. Subleased Equipment; Rent. Sublessor hereby subleases to Sublessee, and Sublessee hereby accepts and Subleases from Sublessor, the Equipment, subject to the terms and conditions of the Lease and the terms and conditions set forth in this Sublease. The rent payable under this Sublease by Sublessee shall be the Rental Payments payable under the Lease, as well as any other monetary payments required of Lessee under the Lease.

4. Non-Appropriation. Sublessee is obligated only to pay such Rental Payments under the Lease as may lawfully be made during Sublessee's then current fiscal year from funds budgeted and appropriated for that purpose. Should Sublessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments under the Lease following the then current Original Term or Renewal Term, the Lease and this Sublease shall be deemed terminated at the end of the then current Original Term or Renewal Term thereunder. Sublessee agrees to deliver notice to Lessor of such termination promptly after any decision to non-appropriate is made, but failure to give

such notice shall not extend the term beyond such Original Term or Renewal Term. If the Lease is terminated in accordance with Section 3.03 of the Lease and this Section 4, hereof, Sublessee agrees to cease use of the Equipment and peaceably remove and deliver to Lessor, at Sublessee's sole expense (from legally available funds), such Equipment to Lessor at the location(s) to be specified by Lessor on or before the end of the applicable Original Term or Renewal Term for which Rental Payments have been appropriated for the applicable Lease (each, a "*Non-Appropriation Return Date*"). Lessor may take whatever action at law or in equity as may be necessary or desirable to enforce Lessee's obligations in the immediately preceding sentence. Without limiting or reducing in any way Lessee's obligations in the second preceding sentence or Lessor's rights in the immediately preceding sentence, if the Lessee fails to return the Equipment to Lessor on or before the applicable Non-Appropriation Return Date pursuant to this Section 3.03, Lessee shall pay month-to-month rent at the Contract Rate (or the Taxable Rate if then in effect) set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment thereunder pursuant to this Section 3.03

5. Use of Equipment. Sublessor hereby grants to Sublessee the right to use the Equipment for the provision of Emergency Services within and outside the Sublessee's jurisdictional boundaries as may be necessary or appropriate to protect the health, safety and welfare of the citizens and their property within, and visitors passing through, the Sublessee's jurisdictional boundaries and the citizens and their property outside the Sublessee's jurisdictional boundaries through such automatic or mutual aid agreements and/or other emergency services arrangements as Sublessee has entered into. The Equipment shall be used only for their intended purpose, and in a prudent manner in compliance with all requirements for their operation and maintenance, including as provided in the Lease.

6. Term of Sublease. The term of this Sublease shall commence on the Effective Date and shall end at such time as the Lease has expired or is terminated.

7. Conveyance of Equipment; Title; Security Interest. Notwithstanding any other provision contained herein to the contrary, at such time as the Sublessor's payment and other obligations under the Lease have been performed and paid in full, the Equipment shall be transferred to Sublessee and shall vest in Sublessee free and clear of this Sublease. Pursuant to Section 6.01 of the Lease, title in the Equipment shall reside in Sublessee so long as no Event of Default or Event of Non-appropriation exists under the Lease. As additional security for the payment and performance of all of Lessee's obligations under the Lease, upon the execution of this Sublease, Sublessee hereby grants to Lessor a first priority security interest constituting a first lien on (a) the Equipment subject to such Lease, (b) moneys and investments held from time to time in the Escrow Account, and (d) any and all proceeds of any of the foregoing, including, without limitation, insurance proceeds (collectively, the "*Collateral*"). Upon the execution of this Sublease, Sublessee authorizes Lessor to file such notices of assignment, chattel mortgages, financing statements and other documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain Lessor's security interest in the Collateral, including, without limitation, such financing statements with respect to personal property and fixtures under Article 9 of the Uniform Commercial Code in effect in the State of Utah and treating such Article 9 as applicable to entities such as Sublessee.

8. Lease. Sublessee hereby represents that is has received a copy of the Lease and has read the Lease in its entirety and understands the provisions of the Lease. This Sublease shall be subject to, and shall be deemed to include all the terms, provisions, agreements, covenants and conditions of the Lease to the extent such terms, provisions, agreements, covenants and conditions relate to the Equipment, as if such terms, provisions, agreements, covenants and conditions were set forth in full in this Sublease. All of the terms, provisions, agreements, covenants and conditions that the Sublessor is obligated to perform, and with which it is required to comply under the Lease shall be binding upon and enforceable against the Sublessee during the term of this Sublease with respect to the Equipment. During the term of this Sublease, Sublessee covenants to perform all such obligations and otherwise comply with all requirements to which Sublessor is bound under the Lease. If for any reason Sublessee fails to perform its obligations under this Sublease, Sublessor shall have the right to perform those obligations and charge the cost of any such performance to Sublessee.

9. Relationship of the Parties Under Terms of Lease. The Parties intend, except as otherwise expressly provided in this Sublease, that the relationship between Sublessor and Sublessee shall be governed by the provisions of the Lease as though all references in the Lease to the term Lessor were substituted by the term Sublessor and all references to the term Lessee were substituted by the term Sublessee. So long as no Event of Default or Event of Non-appropriation has occurred or is continuing, Sublessee shall have the right to exercise all rights and remedies of the Lessee under the Lease.

10. Insurance. At its sole expense, Sublessee shall maintain all of the insurance required under Section 7.02 of the Lease. Sublessor shall be included as an additional insured with respect to liability insurance coverage set forth in Section 7.02, clause (b).

11. Assignment by Sublessee. Sublessee shall not assign or encumber this Sublease or further sublet, assign or encumber all or any portion of the Equipment without: (a) the Sublessor's prior written consent under this Sublease, and (b) the Lessor's prior written consent under the terms and provisions of the Lease. Sublessee acknowledges and accepts its obligation under Section 11.02 to compensate Sublessor for its cooperation as set forth therein.

12. Acquisition of the Equipment; Escrow Account. Sublessee shall be responsible for contracting with the Vendor, entering into the Vendor Agreements, and accepting delivery of the Equipment. The proceeds of the Lease shall pursuant to the terms of the Lease be deposited in the Escrow Account under the Escrow and Account Control Agreement, dated as of October 5, 2021 (the "Escrow Agreement"), by and among Lessor, Sublessee and Bank of America, National Association, as Escrow Agent, which Sublessee shall be a party, and Sublessee shall be responsible for preparation, execution and administration of the Disbursement Requests from the Escrow Account.

13. Default and Remedies. The terms of default set forth in the Lease also shall constitute a default under this Sublease and such provisions of the Lease are incorporated into and made a part of this Sublease. Without limiting the foregoing, any financial obligations assumed by the Sublessee under this Sublease, shall not be considered a multiple fiscal year obligation and shall be subject to annual appropriation by the Sublessee as set forth in Section 4, above.

14. Notice. All notices and demands under this Sublease shall be in accordance with the provisions of Section 13.01 of the Lease.

15. Additional Terms and Conditions. This Sublease shall be governed by and construed in accordance with the provisions of Section 13.06 of the Lease. This Sublease and the applicable provisions of the Lease set forth the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Sublease may only be amended by a document signed by the Parties. Course of conduct, no matter how long, shall not constitute an amendment to this Sublease. If any provision is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Sublease shall not operate or be construed as a waiver of any subsequent breach. This Sublease shall inure to the benefit of and be binding upon the Parties and their successors. This Sublease is not intended to, and shall not confer, rights on any person or entity not named as a party to this Sublease. This Sublease may be executed in several counterparts each of which shall be deemed an original and all of which shall constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Sublease Agreement as of the Effective Date.

SUBLESSOR:

UNIFIED FIRE SERVICE AREA

By: \_\_\_\_\_

Title: \_\_\_\_\_

SUBLESSEE:

UNIFIED FIRE AUTHORITY

By: \_\_\_\_\_

Title: \_\_\_\_\_

CONSENT OF LESSOR:

Banc of America Public Capital Corp hereby consents as of the Effective Date to the sublease of the Equipment pursuant to the terms of the Sublease set forth above.

BANC OF AMERICA PUBLIC CAPITAL  
CORP

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## EXHIBIT B

### [Form of] Escrow and Account Control Agreement

This Escrow and Account Control Agreement (this “Agreement”), dated as of \_\_\_\_\_, by and among Banc of America Public Capital Corp, a Kansas corporation (together with its successors and assigns, hereinafter referred to as “Lessor”), Unified Fire Authority, a [city] [county] [special district] [body corporate and politic] existing under the laws of the State of Utah (hereinafter referred to as “Sublessee”) and Bank of America, National Association, a national banking association organized under the laws of the United States of America (hereinafter referred to as “Escrow Agent”).

Reference is made to that certain Schedule of Property No. \_\_\_ dated as of \_\_\_\_\_ to Master Equipment Lease/Purchase Agreement dated as of October 5, 2021 (hereinafter referred to as the “Lease”), between Lessor and Unified Fire Service Area Authority (the “Lessee”), covering the acquisition and lease of certain Equipment described therein (the “Equipment”). The Equipment under the Lease is being subleased to the Sublessee, as sublessee, by the Lessee, as sublessor, pursuant to a Sublease Agreement, dated October 5, 2021 (the “Sublease”). It is a requirement of the Lease that the Acquisition Amount (\$\_\_\_\_\_) be deposited into a segregated escrow account under terms satisfactory to Lessor, for the purpose of fully funding the Lease, and providing a mechanism for the application of such amounts to the purchase of and payment for the Equipment.

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

1. Creation of Escrow Account.

(a) There is hereby created an escrow fund to be known as the “Unified Fire Authority Escrow Account” (the “Escrow Account”) to be held by the Escrow Agent for the purposes stated herein, for the benefit of Lessor and Sublessee, to be held, disbursed and returned in accordance with the terms hereof.

(b) Sublessee may, from time to time, provide written instructions for Escrow Agent to use any available cash in the Escrow Account to purchase any money market fund or liquid deposit investment vehicle that Escrow Agent from time to time makes available to the parties hereto. Such written instructions shall be provided via delivery to Escrow Agent of a signed and completed Escrow Account Investment Selection Form (such form available from Escrow Agent upon request). All funds invested by Escrow Agent at the direction of Sublessee in such short-term investments (as more particularly described in Escrow Agent's Escrow Account Investment Selection Form) shall be deemed to be part of the Escrow Account and subject to all the terms and conditions of this Agreement. If any cash is received for the Escrow Account after the cut-off time for the designated short-term investment vehicle, the Escrow Agent shall hold such cash uninvested until the next Business Day. In the absence of written instructions from Sublessee (on Escrow Agent's Escrow Account Investment Selection Form) designating a short-term investment of cash in the Escrow Account, cash in the Escrow Account shall remain

uninvested and it shall not be collateralized. Escrow Agent shall have no obligation to pay interest on cash in respect of any period during which it remains uninvested. Sublessee shall be solely responsible for ascertaining that all proposed investments and reinvestments are Qualified Investments and that they comply with federal, state and local laws, regulations and ordinances governing investment of such funds and for providing appropriate notice to the Escrow Agent for the reinvestment of any maturing investment. Accordingly, neither the Escrow Agent nor Lessor shall be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the investment or reinvestment of all or any portion of the moneys on deposit in the Escrow Account, and Sublessee agrees to and does hereby release the Escrow Agent and Lessor from any such liability, cost, expenses, loss or claim. Interest on the Escrow Account shall become part of the Escrow Account, and gains and losses on the investment of the moneys on deposit in the Escrow Account shall be borne by the Sublessee. The Escrow Agent shall have no discretion whatsoever with respect to the management, disposition or investment of the Escrow Account. The Escrow Agent shall not be responsible for any market decline in the value of the Escrow Account and has no obligation to notify Lessor and Sublessee of any such decline or take any action with respect to the Escrow Account, except upon specific written instructions stated herein. For purposes of this Agreement, "Qualified Investments" means any investments which meet the requirements of [*state law citation*].

(c) Unless the Escrow Account is earlier terminated in accordance with the provisions of paragraph (d) below, amounts in the Escrow Account shall be disbursed by the Escrow Agent in payment of amounts described in Section 2 hereof upon receipt of written instruction(s) from Lessor, as is more fully described in Section 2 hereof. If the amounts in the Escrow Account are insufficient to pay such amounts, Sublessee shall provide any balance of the funds needed to complete the acquisition of the Equipment. Any moneys remaining in the Escrow Account on or after the earlier of (i) the expiration of the Acquisition Period or (ii) the date on which Sublessee executes an Acceptance Certificate shall be applied as provided in Section 4 hereof.

(d) The Escrow Account shall be terminated at the earliest of (i) the final distribution of amounts in the Escrow Account, (ii) the date on which Sublessee executes a Final Acceptance Certificate or (iii) written notice given by Lessor of the occurrence of an Event of Default under the Lease or termination of the Lease due to an Event of Non-appropriation. Notwithstanding the foregoing, this Agreement shall not terminate nor shall the Escrow Account be closed until all funds deposited hereunder have been disbursed.

(e) The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument nor as to the identity, authority, or right of any person executing the same; and its duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as the Escrow Agent, and for the disposition of the same in accordance herewith. Notwithstanding and without limiting the generality of the foregoing, concurrent with the execution of this Agreement, Sublessee and Lessor, respectively, shall deliver to the Escrow Agent an authorized signers form in the form of Exhibit A-1 (Sublessee) and Exhibit A-2 (Lessor) attached hereto. Notwithstanding the foregoing sentence,

the Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the parties or by a person or persons authorized by the parties. The Escrow Agent specifically allows for receiving direction by written or electronic transmission from an authorized representative with the following caveat, Sublessee and Lessor agree to indemnify and hold harmless the Escrow Agent against any and all claims, losses, damages, liabilities, judgments, costs and expenses (including reasonable attorneys' fees) (collectively, "Losses") incurred or sustained by the Escrow Agent as a result of or in connection with the Escrow Agent's reliance upon and compliance with instructions or directions given by written or electronic transmission given by each, respectively, provided, however, that such Losses have not arisen from the gross negligence or willful misconduct of the Escrow Agent, it being understood that forbearance on the part of the Escrow Agent to verify or confirm that the person giving the instructions or directions, is, in fact, an authorized person shall not be deemed to constitute gross negligence or willful misconduct.

In the event conflicting instructions as to the disposition of all or any portion of the Escrow Account are at any time given by Lessor and Sublessee, the Escrow Agent shall abide by the instructions or entitlement orders given by Lessor without consent of the Sublessee.

(f) Unless the Escrow Agent is guilty of gross negligence or willful misconduct with regard to its duties hereunder, Sublessee agrees to and does hereby release and indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Agreement; and in connection therewith, does to the extent permitted by law indemnify the Escrow Agent against any and all expenses; including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

(g) If Sublessee and Lessor shall be in disagreement about the interpretation of the Lease, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action including an interpleader action to resolve the disagreement. The Escrow Agent shall be reimbursed by Sublessee for all costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under the Lease until a final judgment in such action is received.

(h) The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct.

(i) Sublessee shall reimburse the Escrow Agent for all reasonable costs and expenses, including those of the Escrow Agent's attorneys, agents and employees incurred for non-routine administration of the Escrow Account and the performance of the Escrow Agent's powers and duties hereunder in connection with any Event of Default under the Lease, any termination of the Lease due to an Event of Non-appropriation or in connection with any dispute between Lessor and Sublessee concerning the Escrow Account.

(j) The Escrow Agent or any successor may at any time resign by giving mailed notice to Sublessee and Lessor of its intention to resign and of the proposed date of resignation (the “Effective Date”), which shall be a date not less than 60 days after such notice is delivered to an express carrier, charges prepaid, unless an earlier resignation date and the appointment of a successor shall have been approved by the Sublessee and Lessor. After the Effective Date, the Escrow Agent shall be under no further obligation except to hold the Escrow Account in accordance with the terms of this Agreement, pending receipt of written instructions from Lessor regarding further disposition of the Escrow Account.

(k) The Escrow Agent shall have no responsibilities, obligations or duties other than those expressly set forth in this Agreement and no implied duties responsibilities or obligations shall be read into this Agreement.

2. Acquisition of Property.

(a) Acquisition Contracts. Sublessee will arrange for, supervise and provide for, or cause to be supervised and provided for, the acquisition of the Equipment, with moneys available in the Escrow Account. Sublessee represents the estimated costs of the Equipment are within the funds estimated to be available therefor, and Lessor makes no warranty or representation with respect thereto. Lessor shall have no liability under any of the acquisition or construction contracts. Sublessee shall obtain all necessary permits and approvals, if any, for the acquisition, equipping and installation of the Equipment, and the operation and maintenance thereof. Escrow Agent shall have no duty to monitor or enforce Sublessee’s compliance with the foregoing covenant.

(b) Authorized Escrow Account Disbursements. It is agreed as between Sublessee and Lessor that disbursements from the Escrow Account shall be made for the purpose of paying (including the reimbursement to Sublessee for advances from its own funds to accomplish the purposes hereinafter described) the cost of acquiring the Equipment.

(c) Requisition Procedure. No disbursement from the Escrow Account shall be made unless and until Lessor has approved such requisition. Prior to disbursement from the Escrow Account there shall be filed with the Escrow Agent a requisition for such payment in the form of Disbursement Request attached hereto as Schedule 1, stating each amount to be paid and the name of the person, firm or corporation to whom payment thereof is due. All disbursements shall be made by wire transfer. The Escrow Agent is authorized to obtain and rely on confirmation of such Disbursement Request and payment instructions by telephone call-back to the person or persons designated for verifying such requests on Exhibit A-2 (such person verifying the request shall be different than the person initiating the request). The Lessor and Sublessee hereby confirm that any call-back performed by Escrow Agent to verify a disbursement instruction pursuant to a Disbursement Request submitted pursuant to this Section 2(c) before release, shall be made to Lessor only and Escrow Agent shall have no obligation to call-back Sublessee.

Each such Disbursement Request shall be signed by an authorized representative of Sublessee (an “Authorized Representative”) and by Lessor, and shall be subject to the

following conditions, which Escrow Agent shall conclusively presume have been satisfied at such time as a requisition executed by Sublessee and Lessor is delivered to it:

1. Delivery to Lessor of an executed Disbursement Request in the form attached hereto as Schedule 1; and
2. Delivery to Lessor of copies of invoices (and proofs of payment of such invoices, if Sublessee seeks reimbursement) and bills of sale (if title to such Equipment has passed to Sublessee) therefor as required by Section 3.04 of the Lease and any additional documentation reasonably requested by Lessor.

Sublessee and Lessor agree that their execution of the form attached hereto as Schedule 1 and delivery of the executed form to Escrow Agent confirms that all of the requirements and conditions with respect to disbursements set forth in this Section 2 have been satisfied.

3. Deposit to Escrow Account. Upon satisfaction of the conditions specified in Section 3.04 of the Lease, Lessor will cause the Acquisition Amount to be deposited in the Escrow Account. Sublessee agrees to pay any costs with respect to the Equipment in excess of amounts available therefor in the Escrow Account.

4. Excessive Escrow Account. Upon receipt of written instructions from Lessor including a representation that one of the following conditions has been satisfied (upon which representation Escrow Agent shall conclusively rely), any funds remaining in the Escrow Account on or after the earlier of (a) the expiration of the Acquisition Period or (b) the date on which Sublessee executes an Acceptance Certificate, or upon a termination of the Escrow Account as otherwise provided herein, shall be distributed by the Escrow Agent to the Lessor in order for the Lessor to apply such funds to amounts owed by Sublessee under the Lease in accordance with Section 4.07 of the Lease.

5. Security Interest. The Escrow Agent and Sublessee acknowledge and agree that the Escrow Account and all proceeds thereof are being held by Escrow Agent for disbursement or return as set forth herein. Sublessee hereby grants to Lessor a first priority perfected security interest in the Escrow Account, and all proceeds thereof, and all investments made with any amounts in the Escrow Account. If the Escrow Account, or any part thereof, is converted to investments as set forth in this Agreement, such investments shall be made in the name of Escrow Agent and the Escrow Agent hereby agrees to hold such investments as bailee for Lessor so that Lessor is deemed to have possession of such investments for the purpose of perfecting its security interest.

6. Control of Escrow Account. In order to perfect Lessor's security interest by means of control in (i) the Escrow Account established hereunder, (ii) all securities entitlements, investment property and other financial assets now or hereafter credited to the Escrow Account, (iii) all of Sublessee's rights in respect of the Escrow Account, such securities entitlements, investment property and other financial assets, and (iv) all products, proceeds and revenues of and from any of the foregoing personal property (collectively, the "Collateral"), Lessor, Sublessee and Escrow Agent further agree as follows:

(a) All terms used in this Section 6 which are defined in the Commercial Code of the state of Utah (“Commercial Code”) but are not otherwise defined herein shall have the meanings assigned to such terms in the Commercial Code, as in effect on the date of this Agreement.

(b) Escrow Agent will comply with all entitlement orders originated by Lessor with respect to the Collateral, or any portion of the Collateral, without further consent by Sublessee.

(c) Provided that account investments shall be held in the name of the Escrow Agent, Escrow Agent hereby represents and warrants (a) that the records of Escrow Agent show that Sublessee is the sole owner of the Collateral, (b) that Escrow Agent has not been served with any notice of levy or received any notice of any security interest in or other claim to the Collateral, or any portion of the Collateral, other than Lessor’s claim pursuant to this Agreement, and (c) that Escrow Agent is not presently obligated to accept any entitlement order from any person with respect to the Collateral, except for entitlement orders that Escrow Agent is obligated to accept from Lessor under this Agreement and entitlement orders that Escrow Agent, subject to the provisions of paragraph (e) below, is obligated to accept from Sublessee.

(d) Without the prior written consent of Lessor, Escrow Agent will not enter into any agreement by which Escrow Agent agrees to comply with any entitlement order of any person other than Lessor or, subject to the provisions of paragraph (e) below, Sublessee, with respect to any portion or all of the Collateral. Escrow Agent shall promptly notify Lessor if any person requests Escrow Agent to enter into any such agreement or otherwise asserts or seeks to assert a lien, encumbrance or adverse claim against any portion or all of the Collateral.

(e) Except as otherwise provided in this paragraph (e) and subject to Section 1(b) hereof, Sublessee may effect sales, trades, transfers and exchanges of Collateral within the Escrow Account, but will not, without the prior written consent of Lessor, withdraw any Collateral from the Escrow Account. Escrow Agent acknowledges that Lessor reserves the right, by delivery of written notice to Escrow Agent, to prohibit Sublessee from effecting any withdrawals (including withdrawals of ordinary cash dividends and interest income), sales, trades, transfers or exchanges of any Collateral held in the Escrow Account. Further, Escrow Agent hereby agrees to comply with any and all written instructions delivered by Lessor to Escrow Agent (once it has had a reasonable opportunity to comply therewith) and has no obligation to, and will not, investigate the reason for any action taken by Lessor, the amount of any obligations of Sublessee to Lessor, the validity of any of Lessor’s claims against or agreements with Sublessee, the existence of any defaults under such agreements, or any other matter.

(f) Sublessee hereby irrevocably authorizes Escrow Agent to comply with all instructions and entitlement orders delivered by Lessor to Escrow Agent.

(g) Escrow Agent will not attempt to assert control, and does not claim and will not accept any security or other interest in, any part of the Collateral, and Escrow Agent will not exercise, enforce or attempt to enforce any right of setoff against the Collateral, or otherwise charge or deduct from the Collateral any amount whatsoever.

(h) Escrow Agent and Sublessee hereby agree that any property held in the Escrow Account shall be treated as a financial asset under such section of the Commercial Code as corresponds with Section 8-102 of the Uniform Commercial Code, notwithstanding any contrary provision of any other agreement to which Escrow Agent may be a party.

(i) Escrow Agent is hereby authorized and instructed, and hereby agrees, to send to Lessor at its address set forth in Section 8 below, concurrently with the sending thereof to Sublessee, duplicate copies of any and all monthly Escrow Account statements or reports issued or sent to Sublessee with respect to the Escrow Account.

7. Information Required Under USA PATRIOT ACT. The parties acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA PATRIOT Act) all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Agreement agree that they will provide to the Escrow Agent such information as it may request, from time to time, in order for the Escrow Agent to satisfy the requirements of the USA PATRIOT Act, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

8. Miscellaneous. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease. This Agreement may not be amended except in writing signed by all parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument and each shall have the force and effect of an original and all of which together constitute, and shall be deemed to constitute, one and the same instrument. Notices hereunder shall be made in writing and shall be deemed to have been duly given when personally delivered or when deposited in the mail, first class postage prepaid, or delivered to an express carrier, charges prepaid, or sent by facsimile with electronic confirmation, addressed to each party at its address below.

Notices and other communications hereunder may be delivered or furnished by electronic mail provided that any formal notice be attached to an email message in PDF format and provided further that any notice or other communication sent to an e-mail address shall be deemed received upon and only upon the sender's receipt of affirmative acknowledgement or receipt from the intended recipient. For purposes hereof no acknowledgement of receipt generated on an automated basis shall be deemed sufficient for any purpose hereunder or admissible as evidence of receipt.

If to Lessor: Banc of America Public Capital Corp  
11333 McCormick Road  
Mail Code: MD5-032-07-05  
Hunt Valley, MD 21031  
Attn: Contract Administration  
Fax: (443) 541-3057

If to Sublessee: Unified Fire Authority  
3380 South 900 West  
Salt Lake City, UT 84119  
Attn: Chief Financial Officer  
Fax: (801) 743-7211

If to Escrow Agent  
Bank of America, National Association  
Global Custody and Agency Services  
540 W. Madison Street  
Mail Code: IL4-540-21-03  
Chicago, Illinois 60661  
Attention: GCAS AMRS Escrow Client Services  
Telephone: (312) 992-3272  
Fax: (312) 453-4443  
Email: [gcas\\_amrs\\_escrow\\_client\\_service@bofa.com](mailto:gcas_amrs_escrow_client_service@bofa.com)

9. Sublessee and Lessor understand and agree that they are required to provide the Escrow Agent with a properly completed and signed Tax Certification (as defined below) and that the Escrow Agent may not perform its duties hereunder without having been provided with such Tax Certification. As used herein "Tax Certification" shall mean an IRS form W-9 or W-8 as described above. The Escrow Agent will comply with any U.S. tax withholding or backup withholding and reporting requirements that are required by law. With respect to earnings allocable to a foreign person, the Escrow Agent will withhold U.S. tax as required by law and report such earnings and taxes withheld, if any, for the benefit of such foreign person on IRS Form 1042-S (or any other required form), unless such earnings and withheld taxes are exempt from reporting under Treasury Regulation Section 1.1461-1(c)(2)(ii) or under other applicable law. With respect to earnings allocable to a United States person, the Escrow Agent will report such income, if required, on IRS Form 1099 or any other form required by law. The IRS Forms 1099 and/or 1042-S shall show the Escrow Agent as payor and **Sublessee** as payee. Escrow Agent shall recognize **Sublessee** as the designated party for regulatory reporting purposes.

Sublessee and Lessor agree that they are not relieved of their respective obligations, if any, to prepare and file information reports under Code Section 6041, and the Treasury regulations thereunder, with respect to amounts of imputed interest income, as determined pursuant to Code Sections 483 or 1272. The Escrow Agent shall not be responsible for determining or reporting such imputed interest.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah and the parties hereto consent to jurisdiction in the State of Utah and venue in any state or Federal court located in the City of Salt Lake City, Utah.

11. Any bank or corporation into which the Escrow Agent may be merged or with which it may be consolidated, or any bank or corporation to whom the Escrow Agent may transfer a substantial amount of its escrow business, shall be the successor to the Escrow Agent without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding. Any bank or corporation into which the Lessor may be merged or with which it may be consolidated, or any bank or corporation to whom the Lessor may transfer a substantial amount of its business, shall be the successor to the Lessor without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding.

12. This Agreement may be amended, modified, and/or supplemented only by an instrument in writing executed by all parties hereto.

13. No party hereto shall assign its rights hereunder until its assignee has submitted to the Escrow Agent (i) Patriot Act disclosure materials and the Escrow Agent has determined that on the basis of such materials it may accept such assignee as a customer and (ii) assignee has delivered an IRS Form W-8 or W-9, as appropriate, to the Escrow Agent which the Escrow Agent has determined to have been properly signed and completed.

14. Escrow Agent will treat information related to this Agreement as confidential but, unless prohibited by law, Sublessee and Lessor authorize the transfer or disclosure of any information relating to the Agreement to and between the subsidiaries, officers, affiliates and other representatives and advisors of Escrow Agent and third parties selected by any of them, wherever situated, for confidential use in the ordinary course of business, and further acknowledge that Escrow Agent and any such subsidiary, officer, affiliate or third party may transfer or disclose any such information as required by any law, court, regulator or legal process.

Lessor will treat information related to this Agreement as confidential but, unless prohibited by law, Escrow Agent and Sublessee authorize the transfer or disclosure of any information relating to the Agreement to and between the subsidiaries, officers, affiliates, other representatives and advisors of Lessor and debt and equity sources and third parties selected by any of them, and to their prospective assignees wherever situated, for confidential use in the ordinary course of business, and further acknowledge that Lessor and any such subsidiary, officer, affiliate, debt and equity source or third party or prospective assignee may transfer or disclose any such information as required by any law, court, regulator or legal process.

Sublessee will treat the terms of this Agreement as confidential except on a "need to know" basis to persons within or outside Sublessee's organization (including affiliates of such party), such as attorneys, accountants, bankers, financial advisors, auditors and other consultants of such party and its affiliates, except as required by any law, court, regulator or legal process and except pursuant to the express prior written consent of the other parties, which consent shall not be unreasonably withheld;

In Witness Whereof, the parties have executed this Escrow and Account Control Agreement as of the date first above written.

Banc of America Public Capital Corp  
as Lessor

Unified Fire Authority  
as Sublessee

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Bank of America, National Association  
As Escrow Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE 1  
to the Escrow and Account Control Agreement**

**FORM OF DISBURSEMENT REQUEST**

Re: Schedule of Property No. \_\_\_ dated as of \_\_\_\_\_ to Master Equipment Lease/Purchase Agreement dated as of October 5, 2021 by and between Banc of America Public Capital Corp, as Lessor, and Unified Fire Service Area, as Sublessee (the “Lease”) (Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease.)

In accordance with the terms of the Escrow and Account Control Agreement, dated as of October 5, 2021 (the “Escrow and Account Control Agreement”) by and among Banc of America Public Capital Corp (“Lessor”), Unified Fire Authority (“Sublessee”) and Bank of America, National Association, (the “Escrow Agent”), the undersigned hereby requests the Escrow Agent pay the following persons the following amounts from the Escrow Account created under the Escrow and Account Control Agreement for the following purposes:

Disbursement Amounts:

<b>Payee’s Name and Address</b>	<b>Invoice Number</b>	<b>Dollar Amount</b>	<b>Purpose</b>
<Payee’s Name> <Payee Address 1> <Payee Address 2> <Payee Address 3>  <Payee Bank Name*> <Payee Bank ABA/Routing*> <Payee Bank Account No*> <Payee Account Name*>  <*Payee Address and Payee Bank information is required. >	<invoice list OR “see attached” with a spreadsheet>	< invoice amount>	<general description of equipment; ex “police cruiser”>
<Payee’s Name> <Payee Address 1> <Payee Address 2> <Payee Address 3>  <Payee Bank Name*> <Payee Bank ABA/Routing*> <Payee Bank Account No*> <Payee Account Name*>  <*Payee Address and Payee Bank information is required.>	<invoice list OR “see attached” with a spreadsheet>	<invoice amount>	<general description of equipment; ex “police cruiser”>

Sublessee hereby represents, covenants and warrants for the benefit of Lessor on the date hereof as follows:

(i) (a) Each obligation specified in the table herein titled as "Disbursement Amounts" has been incurred by Sublessee in the stated amount, (b) the same is a proper charge against the Escrow Account for costs relating to the Equipment identified in the Lease, and (c) has not been paid (or has been paid by Sublessee and Sublessee requests reimbursement thereof).

(ii) Each item of Equipment relating to an obligation specified in the table herein titled as "Disbursement Amounts" has been delivered, installed and accepted by Sublessee. Attached hereto is a copy of the invoice with respect to such obligation.

(iii) The undersigned, as Authorized Representative, has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iv) This requisition contains no item representing payment on account, or any retained percentages which Sublessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Sublessee).

(v) The Equipment is insured in accordance with the Lease.

(vi) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof. No Event of Non-appropriation has occurred or is threatened with respect to the Lease.

(vii) The disbursement shall occur during the Acquisition Period.

(viii) The representations, warranties and covenants of Sublessee set forth in the Lease are true and correct as of the date hereof.

(ix) No Material Adverse Change has occurred since the date of the execution and delivery of the Lease.

Dated: \_\_\_\_\_

Unified Fire Authority

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Disbursement of funds from the Escrow Account in accordance with the foregoing Disbursement Request hereby is authorized

BANC OF AMERICA PUBLIC CAPITAL CORP  
as Lessor under the Lease

By: \_\_\_\_\_

Name:

Title:

**EXHIBIT A-1**

**FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE**

The undersigned, a duly elected or appointed and acting Clerk of Unified Fire Authority (“Sublessee”) certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Sublessee (the “Officials”) in the capacity set forth opposite their respective names below and the facsimile signatures below are true and correct as of the date hereof;

B. The Officials are duly authorized, on behalf of Sublessee, to negotiate, execute and deliver the Sublease Agreement dated as of October 5, 2021 by and between Unified Fire Service Area, as sublessor (the “Lessee”) and Sublessee, the Escrow and Account Control Agreement dated as of October 5, 2021, by and among Banc of America Public Capital Corp (“Lessor”), Sublessee and Bank of America, National Association, as Escrow Agent, all documents related thereto and delivered in connection therewith, and any future modification(s) or amendments thereof (collectively, the “Operative Agreements”), and the Operative Agreements each are the binding and authorized agreements of Sublessee, enforceable in all respects in accordance with their respective terms.

Name of Official	Title	Signature
Daniel Petersen	Fire Chief	_____
Anthony Hill	Chief Financial Officer	_____
Katherine Turnbaugh	Assistant Finance Director	_____
Dominic Burchett	Assistant Chief	_____
_____	_____	_____

Dated: October 5, 2021

By: \_\_\_\_\_

Name: Cynthia Young

Title: Clerk

(The signer of this Certificate cannot be listed above as authorized to execute the Agreements.)

[AN "EXHIBIT A-2" MUST BE COMPLETED AND EXECUTED AT TIME OF EXECUTION OF THE AGREEMENT]

**EXHIBIT A-2**

**Escrow and Account Control Agreement dated as of October 5, 2021 by and among Banc of America Public Capital Corp, as Lessor, Unified Fire Authority, as Sublessee and Bank of America, National Association, as Escrow Agent**

**Certificate of Authorized Representatives – [Lessor]**

**Name:** Terri Preston

**Name:** Nancy Nusenko

**Title:** Authorized Agent

**Title:** Authorized Agent

**Phone:** 443-541-3642

**Phone:** 443-541-3646

**Facsimile:** 443-541-3057

**Facsimile:** 443-541-3057

**E-mail:** Terri.Preston@baml.com

**E-mail:** [Nancy.a.nusenko@baml.com](mailto:Nancy.a.nusenko@baml.com)

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

**Name:** Nancy K. Hepner

**Name:** Arlene Sobieck

**Title:** Authorized Agent

**Title:** Authorized Agent

**Phone:** 443-541-3645

**Phone:** 443-541-3643

**Facsimile:** 804-553-2407

**Facsimile:** 443-541-3057

**E-mail:** Nancy.k.hepner@baml.com

**E-mail:** [Arlene.sobieck@baml.com](mailto:Arlene.sobieck@baml.com)

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

The Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the person or persons identified above including without limitation, to initiate and verify funds transfers as indicated.

Banc of America Public Capital Corp

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_



# UNIFIED FIRE AUTHORITY

<b>2020 POPULATION</b>		
<u>Municipality</u>	<u>Population</u>	<u>% of Total</u>
Alta Town	228	<b>0.05%</b>
Brighton Town	432	<b>0.10%</b>
Copperton Metro Township	829	<b>0.18%</b>
Cottonwood Heights City	33,617	<b>7.45%</b>
Eagle Mountain City	43,623	<b>9.67%</b>
Emigration Metro Township	1,466	<b>0.33%</b>
Herriman City	55,144	<b>12.23%</b>
Holladay City	31,965	<b>7.09%</b>
Kearns Metro Township	36,723	<b>8.14%</b>
Magna Metro Township	29,251	<b>6.49%</b>
Midvale City	36,028	<b>7.99%</b>
Millcreek City	63,380	<b>14.05%</b>
Riverton City	45,285	<b>10.04%</b>
Salt Lake County Unincorporated	7,094	<b>1.57%</b>
Taylorsville City	60,448	<b>13.40%</b>
White City Metro Township	5,522	<b>1.22%</b>
<b>TOTAL</b>	<b>451,035</b>	<b>100.00%</b>



# UNIFIED FIRE AUTHORITY

<b>MEMBER FEE: July 1, 2021</b>			
<b>Member</b>	<b>FUNDING TO UFA</b>	<b>% of UFSA</b>	<b>% OF FUNDING</b>
UFSA*	\$42,062,996		71.69%
Alta Town		1.26%	<b>0.91%</b>
Brighton		1.84%	<b>1.32%</b>
Copperton Metro Township		0.18%	<b>0.13%</b>
Cottonwood Heights City	\$4,018,105		<b>6.85%</b>
Eagle Mountain City		10.75%	<b>7.70%</b>
Emigration Metro Township		1.15%	<b>0.82%</b>
Herriman City	\$4,539,081		<b>7.74%</b>
Holladay City	\$2,620,964		<b>4.47%</b>
Kearns Metro Township		6.59%	<b>4.72%</b>
Magna Metro Township		5.93%	<b>4.25%</b>
Midvale City		10.63%	<b>7.62%</b>
Millcreek City		25.79%	<b>18.49%</b>
Riverton City	\$5,431,622		<b>9.26%</b>
Salt Lake County - Deputy Mayor (50%)		9.32%	<b>6.68%</b>
Salt Lake County - Council (50%)		9.32%	<b>6.68%</b>
Taylorsville City		16.02%	<b>11.48%</b>
White City Metro Township		1.24%	<b>0.89%</b>
<b>TOTAL</b>	<b>58,672,768</b>	<b>100.00%</b>	<b>100.00%</b>

\*UFSA is weight is divided between service area members based on taxable value

## UFSA BREAKDOWN BY 2021 TAXABLE VALUE

<b>UFSA Members</b>	<b>Taxable Value</b>	<b>% of total</b>
Alta	319,653,782	1.26%
Brighton Town	464,507,789	1.84%
Copperton Metro Township	44,275,350	0.18%
Eagle Mountain City	2,716,222,082	10.75%
Emigration Metro Township	289,536,175	1.15%
Kearns Metro Township	1,665,039,282	6.59%
Magna Metro Township	1,498,209,194	5.93%
Midvale City	2,687,040,589	10.63%
Millcreek City	6,519,046,772	25.79%
Salt Lake County Unincorporated	4,709,623,968	18.63%
Taylorsville City	4,048,419,619	16.02%
White City Metro Township	313,110,112	1.24%
<b>TOTAL</b>	<b>25,274,684,714</b>	<b>100%</b>



# UNIFIED FIRE AUTHORITY

## FY21/22 WEIGHTED VOTE

50% POPULATION - 50% MEMBER FEE - July 1, 2021 - June 30, 2022

MEMBER	POPULATION	MEMBER FEE	WEIGHT
Alta Town	0.05%	0.91%	<b>0.48%</b>
Brighton	0.10%	1.32%	<b>0.71%</b>
Copperton Metro Township	0.18%	0.13%	<b>0.15%</b>
Cottonwood Heights City	7.45%	6.85%	<b>7.15%</b>
Eagle Mountain City	9.67%	7.70%	<b>8.69%</b>
Emigration Metro Township	0.33%	0.82%	<b>0.57%</b>
Herriman City	12.23%	7.74%	<b>9.98%</b>
Holladay City	7.09%	4.47%	<b>5.78%</b>
Kearns Metro Township	8.14%	4.72%	<b>6.43%</b>
Magna Metro Township	6.49%	4.25%	<b>5.37%</b>
Midvale City	7.99%	7.62%	<b>7.80%</b>
Millcreek City	14.05%	18.49%	<b>16.27%</b>
Riverton City	10.04%	9.26%	<b>9.65%</b>
Salt Lake County - Deputy Mayor (50%)	0.79%	6.68%	<b>3.73%</b>
Salt Lake County - Council (50%)	0.79%	6.68%	<b>3.73%</b>
Taylorsville City	13.40%	11.48%	<b>12.44%</b>
White City Metro Township	1.22%	0.89%	<b>1.06%</b>
TOTAL	100.00%	100.00%	100.00%





# UNIFIED FIRE AUTHORITY

## MEMORANDUM

TO: UFA Board via Chief Petersen  
 FROM: Division Chief Zach Robinson  
 SUBJECT: Fuel Cost Update

Logistics Division closely monitors our monthly fleet fuel costs. Recent fuel invoices for July and August show an increase of 44% and 71% respectively when compared to the same time last year. These costs have been captured in the table below:

	2018/2019	2019/2020	2020/2021	2021/2022	% Change*
July	\$ 48,998.25	\$ 41,185.16	\$ 40,199.44	\$ 57,838.41	44%
August	\$ 49,560.10	\$ 43,725.29	\$ 36,476.00	\$ 62,425.11	71%
September	\$ 46,714.10	\$ 39,071.04	\$ 42,031.98	\$ 60,946.37	45%
October	\$ 42,890.96	\$ 47,519.59	\$ 35,292.34	\$ 45,880.04	30%
November	\$ 40,333.76	\$ 38,241.96	\$ 33,595.81	\$ 40,314.97	20%
December	\$ 45,989.76	\$ 38,980.23	\$ 32,862.16	\$ 39,434.59	20%
January	\$ 39,636.02	\$ 44,081.23	\$ 35,342.87	\$ 42,411.44	20%
February	\$ 30,135.57	\$ 33,903.38	\$ 27,161.07	\$ 32,593.28	20%
March	\$ 33,360.93	\$ 31,050.88	\$ 50,578.56	\$ 60,694.27	20%
April	\$ 35,943.66	\$ 24,358.08	\$ 48,675.90	\$ 58,411.08	20%
May	\$ 41,361.84	\$ 28,620.81	\$ 47,881.90	\$ 57,458.28	20%
June	\$ 42,186.69	\$ 26,191.31	\$ 56,454.70	\$ 64,922.91	15%
<b>Total</b>	<b>\$ 497,111.64</b>	<b>\$ 436,928.96</b>	<b>\$ 486,552.73</b>	<b>\$ 623,330.76</b>	

2021/2022 Budgeted Amount
\$500,000

Midyear Totals

2018/2019	\$ 274,486.93
2019/2020	\$ 248,723.27
2020/2021	\$ 220,457.73
Projected 21/22	\$ 306,839.50

Year End Total

2018/2019	\$ 497,111.64
2019/2020	\$ 436,928.96
2020/2021	\$ 486,552.73
Projected 21/22	\$ 623,330.76

\* Percent change represents change from 20/21 to 21/22

Projection

Decrease due to COVID

Updated 9/8/2021

We do anticipate increasing costs as we develop our fuel budget, however this large increase in the first two months of FY 21/22 does cause us concern. We may be able to cover the additional fuel costs in our existing FY 21/22 budget by utilizing underspend or postponing projects such as apparatus pump testing or emergency generator testing. However, it will be likely that we cannot cover the full cost of this potential overrun within our logistics budget.

We will continue to closely monitor our monthly fuel costs and provide critical updates to the Board as we progress through the FY.





**VECC's PERFORMANCE & PROGRESS REPORT**

**SEPTEMBER 2021**

**9-1-1 CALL ANSWERING TIMES  
CALL ORDER OF ANSWERING PRIORITIES  
FIRE/EMS CALL PROCESSING TIMES  
ABANDONED 9-1-1 RATE**

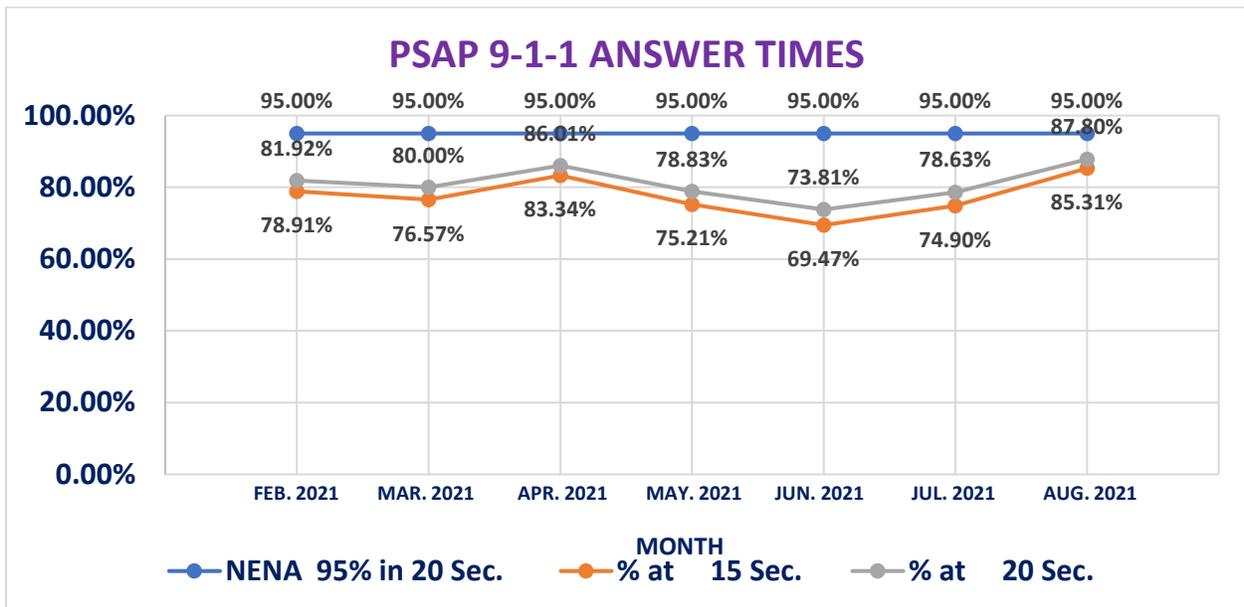
# VECC PERFORMANCE & PROGRESS DASHBOARDS

## PSAP 9-1-1 ANSWER TIMES

PSAP 9-1-1 ANSWER TIME STANDARD *	FEB. 2021	MAR. 2021	APR. 2021	MAY 2021	JUN. 2021	JUL. 2021	AUG. 2021	NEW VESTA 9-1-1 8/11-8/31
Answer 85% of 9-1-1 calls in 15 seconds or less by 7/1/2021 (NENA is 90%)	78.91%	76.57%	83.34%	75.21%	69.47%	74.90%	85.31%	91.15%
Answer 90% of 9-1-1 calls in 20 seconds or less by 7/1/2021 (NENA is 95%)	81.92%	80.00%	86.01%	78.83%	73.81%	78.63%	87.80%	93.03%
Process 90% of Fire and EMS calls in 60 seconds or less (NFPA is 90%)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

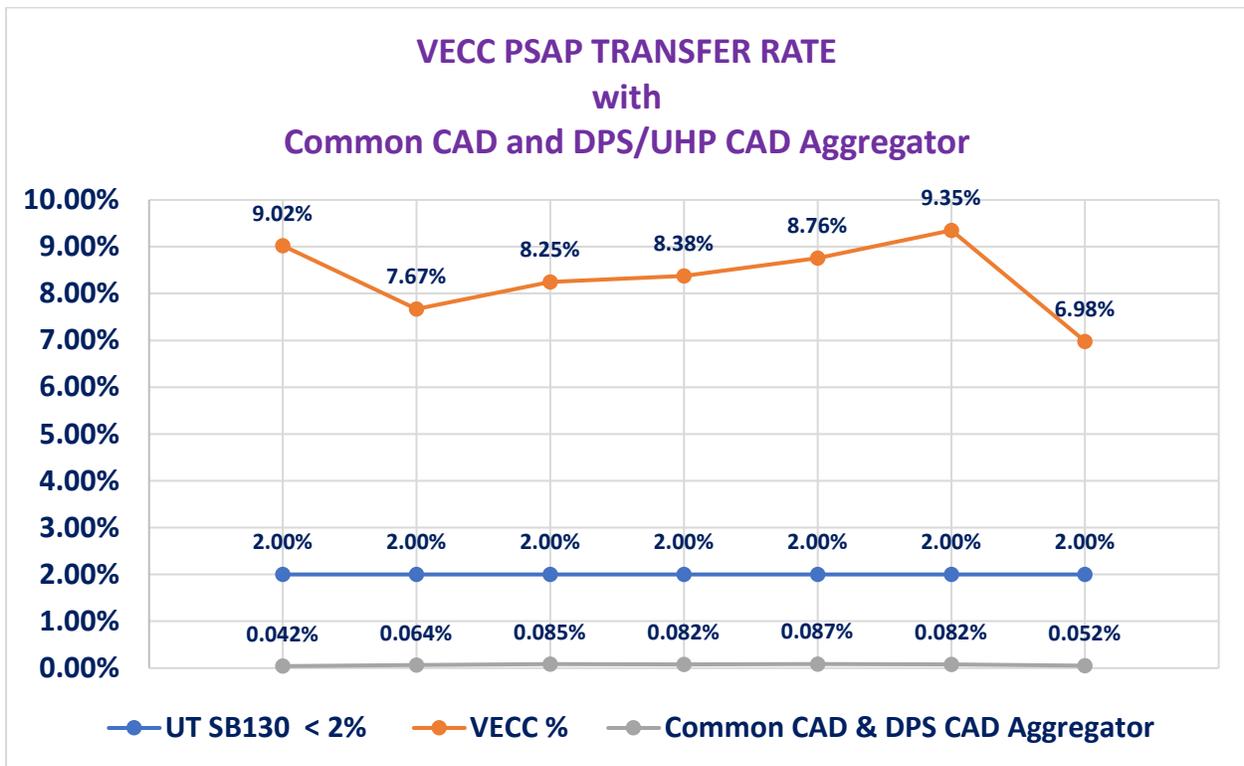
*\*Standards as adopted by VECC Board of Trustees.*

*Data retrieved based on the [recommended best practice by UCA](#).*



# PSAP 9-1-1 TRANSFER RATES

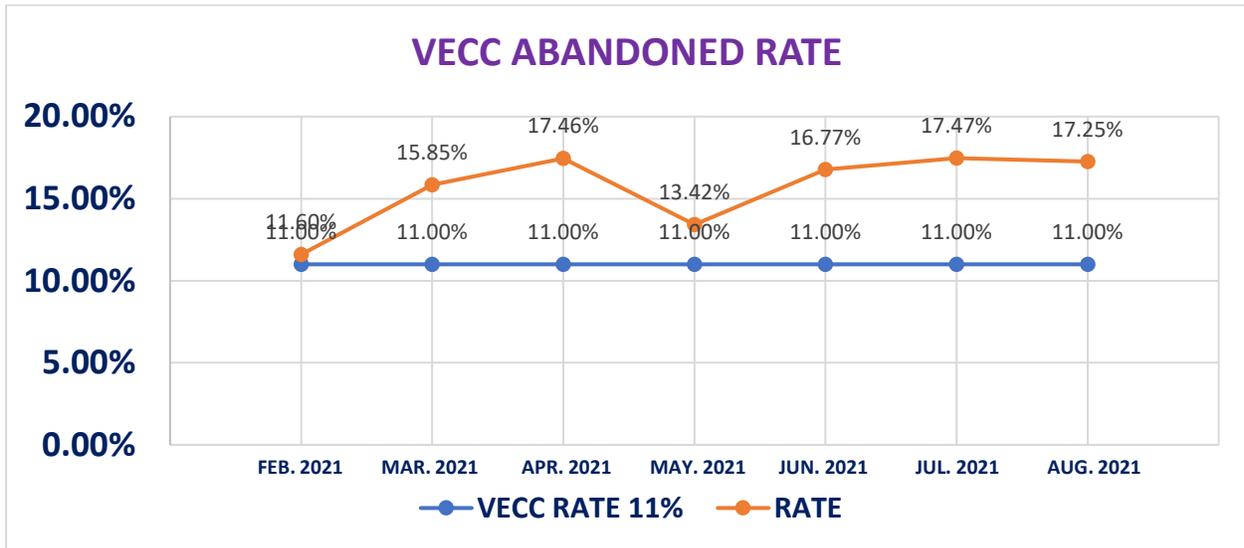
PSAP CALL TRANSFER STANDARD	FEB. 2021	MAR. 2021	APR. 2021	MAY 2021	JUN. 2021	JUL. 2021	AUG. 2021
Transfer less than 2% of 9-1-1 calls from VECC to another PSAP (Utah SB130)	<b>9.02%</b> <i>(0.042% w/o transfers to SLC911 &amp; DPS-UHP)</i>	<b>7.67%</b> <i>(0.064% w/o transfers to SLC911 &amp; DPS-UHP)</i>	<b>8.25%</b> <i>(0.087% w/o transfers to SLC911 &amp; DPS-UHP)</i>	<b>8.38%</b> <i>(0.082% w/o transfers to SLC911 &amp; DPS-UHP)</i>	<b>8.76%</b> <i>(0.088% w/o transfers to SLC911 &amp; DPS-UHP)</i>	<b>9.35%</b> <i>(0.082% w/o transfers to SLC911 &amp; DPS-UHP)</i>	<b>6.98%</b> <i>(0.052% w/o transfers to SLC911 &amp; DPS-UHP)</i>



**NOTE:** < 2% Transfer Rate pursuant to SB130 must be achieved on/before June 30, 2023

# VECC ABANDONED 9-1-1 RATES

PSAP ABANDONED 9-1-1 CALL STANDARD *	FEB. 2021	MAR. 2021	APR. 2021	MAY 2021	JUN. 2021	JUL. 2021	AUG. 2021
VECC STANDARD < 11%	<b>11.60%</b>	<b>15.85%</b>	<b>17.46%</b>	<b>13.42%</b>	<b>16.77%</b>	<b>17.47%</b>	<b>17.25%</b>





# UNIFIED FIRE AUTHORITY

TO: Board of Directors  
FROM: Dan Petersen, Fire Chief  
SUBJECT: Fireworks Legislation – Utah Fire Chief issues  
DATE: September 17, 2021

The Utah Fire Chiefs have identified several issues we would like to address during the upcoming legislative session. We held a meeting last week with Representative Dunnigan and Senator Iwamoto to discuss our desires. Representative Dunnigan will be establishing a group to review what he will be willing to place in his open bill file. It is important that this be discussed during the Board Meeting on the 21<sup>st</sup> to verify Board support for these items and also consider any additional issues the Board would like to see UFA engage in.

1. Allow a municipality or metro township to ban the discharge of fireworks within its boundaries via legislative action by its governing body.
  - a. Back up to #1: If a municipality or metro township is in extreme or exceptional drought in 2/3's of their municipalities geographical area, the governing body may restrict the use of fireworks via legislative action by its governing body. Information source: [NOAA and NIDS Dought.gov](#)
2. Expand the list of local areas/designations in 15A-5-202.5 in which the municipalities and metro townships may restrict fireworks due to certain physical or occupancy conditions (transient or dispersed campsites, etc...)
  - a. UFA Fire Marshal Brad Larson will further define “dispersed” or “transient” urban campsites that will allow for a GIS layer to be created for the restricted areas.
3. Require the map retailers are required to post of the restricted areas in the county to be at least 2'x3'and add the list of penalties related to illegal discharge along with all other required materials at all sale locations including brick and mortar stores.

#### Additional point of discussion

- Prohibit the sale of fireworks in firework discharge restricted areas, both brick and mortar stores and tents. Use the historical restriction boundaries from the previous year or years.





# UNIFIED FIRE AUTHORITY

## MEMORANDUM

TO: UFA Board of Directors  
FROM: Director of Communications Easton  
DATE: September 21, 2021

SUBJECT: Municipality Patch Design Update

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### **Request**

UFA is considering two general concepts for the patch and would like input from the Board.

### **Background**

As part of the UFA strategic planning process, participants suggested a patch be created that reflected the cities and towns our crews serve. This would help give crews more of a “local” feel.

The specific city/town patch would be worn on the opposite side of the current UFA Patch and would be adhered to the uniform by Velcro, allowing for change when moving between stations.

The first idea was to place city logos over the top of the existing patch style, which includes the orange/yellow flames. The second idea is to make the patch more specific to each city and town’s branding, in order to make it more distinctive. Included are several examples of both.

There is no cost difference between the two options.



