



UNIFIED FIRE AUTHORITY BOARD AGENDA

October 15, 2019 7:30 a.m.

NOTICE IS HEREBY GIVEN THAT THE UNIFIED FIRE AUTHORITY BOARD OF DIRECTORS SHALL ASSEMBLE FOR A MEETING AT UFA EOC LOCATED AT 3380 SOUTH 900 WEST, SALT LAKE CITY, UT 84119

1. Call to Order – Chair Dahle
2. Public Comment
Please limit comments to three minutes each
3. Minutes Approval – Chair Dahle
 - a. September 17, 2019 UFA Meeting Minutes
 - b. September 17, 2019 UFA/UFSA Joint Meeting Minutes
4. Consent Agenda – CFO Hill
 - a. Review of September Disbursements
5. Quarterly Financial Report – CFO Hill
6. Committee Updates
 - a. Benefits & Compensation Committee (No meeting) – Chair Dahle
 - b. Governance Committee (No meeting) – Chair Silvestrini
 - c. Finance Committee (Meeting Scheduled 11/6/19) – Chair Stewart
7. Consider Interlocal Agreement – CLO Roberts
8. Decommissioned Radio Request from Midvale City – AC Watson
9. Review of Facility Use and Management Policy – Chief Petersen
10. Fire Chief Report
 - a. Special Enforcement Assignment
 - b. VECC – Agreement to Use Versaterm CAD
 - c. Firefighter Hiring List
 - d. Assistant Chief Selection Process
11. Possible Closed Session
The Board may consider a motion to enter into 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-Opening the Meeting

12. Adjournment – Chair Dahle

**The next Board meeting will be held on November 19, 2019 at 7:30 a.m. at
UFA EOC 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 11th day of October 2019 on the UFA bulletin boards, the UFA website 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 with the jurisdiction of the public body.

Cynthia Young, UFA Board Clerk



UNIFIED FIRE AUTHORITY BOARD MINUTES

September 17, 2019 7:30 a.m.

Emergency Operations Center – 3380 South 900 West SLC, UT 84119

Notice: Some Board members may participate by electronic means.

1. Call to Order
Quorum was obtained
Chair Dahle called the meeting to order at 7:30 a.m.
2. Public Comment
None
3. Approval of Minutes
Council Member Stewart moved to approve the minutes from the August 20, 2019 UFA Board Meeting as submitted
Mayor Silvestrini seconded the motion
All voted in favor
4. Consent Agenda
 - a. Review of August Disbursements

Mayor Silvestrini moved to approve the August disbursements as submitted
Mayor Wilson seconded the motion
All voted in favor
5. Committee Updates
 - Benefits & Compensation Committee
 - No meeting held
 - Governance Committee
 - No meeting held
 - CLO Roberts is hoping to have the Interlocal ready for the October Board Meeting
 - Is working with Cottonwood Heights and SLCo currently
 - Has yet to hear from Alta and Eagle Mountain Legal Counsel
 - The goal is to have the document ready to present for a vote in October and for final approval in December
 - The October vote would be for the final version ready to present to all members municipal bodies
 - This provides each legislative body up to 60 days to discuss the agreement with the intent to sign the final version at the December meeting

- Finance Committee
 - Meeting scheduled for November 6, 2019
 - The meeting will be noticed and all members of the Board are welcome to attend

6. Deployment Staffing Challenges

- AC Higgs presented a memo on the staffing challenges long-term injuries, EMAC Deployments, Vacations, retirements and Sick Leave present to daily operations
- On average each shift is requiring more overtime than currently budgeted for
 - Last year with vacancies causing the increased OT, we were able to offset the cost by the vacancies
 - With the increasing long term injury, there is no offset to the cost of overtime
- The Chief feels it will be important to have a discussion in the near future on the value to the community of minimum staffing
 - This cost is increasing and if we cannot reduce our long term injuries, we either need to increase the budget for personnel or begin to operate with a reduced minimum staffing to meet budget restrictions
- Discussion was had as to why the spike in non-work related injuries and how can the Department deal with this
 - Historically, long-term injury leave fluctuates, but it has been increasing over the last two years. We are looking at strategies to address this, however about 80% of them are personal injuries
 - Mayor Wilson asked as to whether UFA can refuse a FEMA request for resources and if we are reimbursed
 - Chief Case stated that yes, we can refuse or reduce our support
 - Chief Petersen stated that the cost to backfill/replace those individuals deployed is reimbursed, however it is finding people to come back to work that is the challenge
 - The OT demand on personnel becomes an issues as well
 - Mayor Dahle stated that we should do all we can to support a request for help, but bottom-line, if it effects our ability to do the job here, we can pull back
- The intent of this memo is for Board awareness at this point, there may come a time when the Board needs to address this further
- AC Higgs stated that UFA is working aggressively to identify issues/causes and to find a solution to staffing
 - Local 1696 is also fully involved with staff in finding a solution to staffing challenges

7. Review of Facility Use and Management Policy

- Currently, the UFA Policy on Facility Use and Management states that only Governmental Entities or government sponsored events may use community rooms within the stations
- Chief Petersen feels that the community funded the spaces (currently only 7-8 stations have adequate space for public gathering) and he would like to make them accessible
 - He does not like to tell a community based group that they cannot use a public facility
- CLO Roberts states that the policy can be broadened to include Non-Profit, but currently the policy is easy to apply and does not enter into a public forum
- Mayor Wilson questioned the ability for the policy to differentiate between those stations that can accommodate public gathering, separate from those with more challenges
 - Feels UFA should move forward in exploring the use of the rooms by the public and pursue altering policy

- Possibly allow the municipality to determine how they wish to offer the space in stations within their jurisdiction
- Council Member Stewart worries that this will result in diminishing opportunities for facility use by the municipalities, who already are challenged with access within their other facilities
- Council Member Hull, Librarian, stated that the libraries are always an option, however they are subject to Freedom of Speech allowances whereas UFA is not
 - She feels that UFA should limit usage, it will open a can of worms otherwise
- Mayor Sondak is against changing the policy, it can become contentious very quickly, he asked that thought and caution be applied to this decision
 - The public has other options, let those options deal with the controversy that will come rather than UFA
- Captain Robertson approached the Board and stated that with some logistical forethought, he feels the stations can accommodate additional use to lessen the impact on crews
 - Noted that other agencies deal with gatherings within their facilities with success as long as the parameters have been put in place
 - Mayor Petersen asked what if the crews were unavailable at the station
 - This varies between stations, however, many can be accessed without the crew present and they will not have access to the living quarters or apparatus bay
- Brent Wood, Herriman City Manager stated the challenges faced at Station 123 which is used extensively as the city donated property to enlarge the station to accommodate public use
 - He has noted the influx of traffic/parking and the impact it has on the crews, not only are they responsible for clean up, but entering/exiting and the ability to do either is dangerous with the engines
 - At what point are you unable to operate as an emergency facility due to access to the station?
 - Council Member Stewart echoed this sentiment; he has concern that these stations are our emergency network and they must be able to continue to respond
 - There is an influx of outside agencies/individuals requesting the space
 - Wood cautioned to opening up all stations to what he has witnessed at Station 123
- Mayor Dahle acknowledged that the current policy is in need of “cleaning up”, but wants the Board to decide how far, if at all, it wants to broaden station access
 - Three options:
 - Keep the policy narrowly focused
 - Explore taking to a more public forum
 - Look at the stations individually and explore the options
 - Mayor Dahle pushed this decision to the October meeting to allow staff to gather more information about creating a policy that excludes some stations, and to clarify some issues that may arise with a change in policy for those allowing public use

8. Health & Wellness Grant Acceptance

- AC Ziolkowski informed the Board that UFA was awarded a \$464,000 grant for Health and Wellness
 - Asking the Board to allow using budgeted line item funds to cover the 10% match, there will be no additional cost to UFA with this acceptance
 - The existing line item budget is consistent with the intent of the budget and can be used to cover the 10% share

Mayor Silvestrini moved to approve acceptance of the Health & Wellness Grant and allow for the support of the required 10%
Mayor Peterson seconded the motion
All voted in favor

9. Light the Night Donation Authorization

- UFA has received a donation from Home Depot for equipment/supplies to participate in the Light the Night event to honor fallen Firefighters
- Facilities Manager Wood requested and received supplies with a value of just under \$2,600
- UFA is requesting the Board approve the receipt of these items

Council Member Stewart moved to approve acceptance of the supplies for the Light the Night event
Mayor Westmoreland seconded the motion
All voted in favor

10. Board Approval of Hiring Policy Amendments

- Arriann Woolf, as the Merit Commissioner, proposing changes to the policy for Filling Job Vacancies
- The main changes being:
 - The addition of a Purpose Statement
 - Clarifying when on-going promotional registers will be established and when recruitment and selection will be conducted at the time of the vacancy
 - Changing the parameters for selection of individuals by the Fire Chief for entry Firefighter and Paramedic registers
 - Standardizing the certification rule for all promotional merit registers, establishing the “Rule of 3” for all promotional registers
- Mayor Wilson questioned who was involved in this collaboration
 - A work group of about 15 individual’s representative of all ranks, Divisions, fields within UFA, in addition to Local 1696
 - The plan has also been published two separate times allowing all employees the opportunity to provide comments, which were reviewed by the work group
 - The Board was provided the full document during those review periods as well
 - IAFF 1696 Representative Paramedic Vander Werff approached the Board and supported Woolf’s explanation of collaboration for all decisions/processes
 - Vander Werff stated that the Union is in support of these changes
 - The collaboration with UFA Staff has been great, there were ample opportunities for IAFF to review, propose solutions, and discuss the plan during the process
 - Chief Ziolkowski was exceptional in his collaborative efforts with the IAFF and all employees
- Surveyor Demman asked what happens to the individual currently working an executive exempt position, if an exempt person is returned to their position
 - Woolf stated that it is a carryover from the SLCO policy and similar steps take place when an elected/appointed individual returns to their previously held merit position
 - A person hired from the outside into these positions would not have that option
 - CLO Roberts also noted that the system has enough slack that this becomes a non-issue and a RIFF would be unlikely
- Mayor Sondak inquired as to any effort to validate the interview process

- There is concern, but a structured Oral Board Interview, consisting of internal and external individuals takes place
- The panel is a diverse group and they receive training on a more experiential method of interviews
- Background investigations have been implemented as well, thereby allowing the decision to be based on more than just the interview
- This balances the ability for a candidate to perform well in the interview with how well they perform in real life
 - We have seen some interviews that score them low, but the background demonstrates they are an exceptional person
 - This policy change allows staff to address weaknesses in the interview process

Council Member Snelgrove left the meeting due to other commitments

Mayor Wilson moved to approve the amendments to the policies as submitted

Mayor Hale seconded the motion

All voted in favor

11. Facilities Manager Introduction

- AC Watson introduced Larson Wood to the Board
 - Wood was hired from an applicant pool of 91
 - Has replaced Cynthia Matthews

12. Closed Session

None

13. Adjournment

Council Member Stewart moved to adjourn meeting

Mayor Silvestrini seconded the motion

All voted in favor

BOARD MEMBERS IN ATTENDANCE:

Mayor Jeff Silvestrini

Mayor Kristie Overson

Mayor Tom Westmoreland

Mayor Mike Peterson

Mayor Robert Dahle

Council Member Allan Perry

Council Member Sheldon Stewart

SLCo Surveyor Reid Demman

Mayor Harris Sondak

Mayor Jenny Wilson

Mayor Robert Hale

Mayor Kelly Bush

Council Member Kathleen Bailey

Council Member Trish Hull

Council Member Richard Snelgrove

BOARD MEMBERS ABSENT:

Council Member Gary Bowen

Council Member Nicole Martin

STAFF IN ATTENDANCE:

CFO Tony Hill

Chief Petersen – Phone in

CLO Roberts

Cynthia Young, Clerk

OTHER ATTENDEES:

AC Jay Ziolkowski

AC Mike Watson

AC Stephen Higgs

Arriann Woolf

BC Watkins

Brett Wood, Herriman

Captain Conn

Captain Robertson

Dan Knopp, BCC

District Chief Prokopis

Division Chief Larson

Division Chief Case

Division Chief Mecham

Division Chief Robinson

Division Chief Torgersen

Greg Van DerWerff

Ifo Pili, UFSA

Keith Zuspan, BCC

Kate Turnbaugh

Larson Wood

Matt McFarland

Mike Reberg, SLCo

Nile Easton, DOC

Rachel Anderson, UFSA

Ryan Love

DRAFT



UNIFIED FIRE AUTHORITY/UNIFIED FIRE SERVICE AREA JOINT MEETING MINUTES

September 17, 2019 8:56 a.m.

Emergency Operations Center, 3380 S. 900 W., SLC, UT. 84119

1. Call to Order

Quorum was obtained

2. Public Comment

None

3. Minutes Approval

Council Member Stewart moved to approve the minutes from the November 20, 2018 UFA/UFSA Joint Meeting as submitted

Council Member Perry seconded the motion

All in favor

4. Open and Public Meetings Training

This training is an annual requirement for the Board and given by CLO Roberts

- Meetings must be open to the public, and the agenda posted through the State of Utah Agenda Website, at the EOC, and both UFA/UFSA websites
- In order to take final action on an item, the item needs to be listed and noticed on the agenda
- Discussed close meeting requirements and why meetings need to be recorded vs. not recorded
- Currently the minutes serve as the official record for both organizations at this time
- Attention must be given to emails, when replying, please do not reply to all, decisions cannot be made outside of regularly held board meetings
- Agenda prep meetings are held prior to UFA/UFSA meetings to ensure Board Chairs are involved in agenda construction, understand upcoming issues in order to direct the process, and to verify that the agenda states what is intended
- Final approval of the agenda is done by the Board Chair
- Goal is to publish the agenda the Friday before the Board Meeting, rather than 24 hours prior to the meeting

5. Possible Closed Session

None

6. Adjournment

Council Member Stewart moved to adjourn the meeting

Mayor Dahle seconded this motion

All voted in favor

BOARD MEMBERS IN ATTENDANCE:

Mayor Robert Hale
Council Member Kathleen Bailey
Mayor Robert Dahle
SLCo Surveyor Reid Demman
Council Member Trish Hull
Mayor Kristie Overson
Council Member Allan Perry

Mayor Kelly Bush
Mayor Jeff Silvestrini
Council Member Sheldon Stewart
Mayor Tom Westmoreland
Mayor Jenny Wilson
Mayor Harris Sondak

BOARD MEMBERS ABSENT:

Council Member Richard Snelgrove
Council Member Nicole Martin
Council Member Gary Bowen
Mayor Mike Peterson

STAFF:

UFSA Counsel Anderson
CFO Tony Hill
CLO Brian Roberts

Cynthia Young
Chief Petersen – Phone in

OTHER ATTENDEES:

Arriann Woolf
Assistant Chief Higgs
Assistant Chief Watson
Assistant Chief Ziolkowski
Battalion Chief Mecham
Battalion Chief Watkins
Brett Wood-Herriman
Captain Conn
Dan Knopp, BCC
District Chief Prokopis
Division Chief Larson
Division Chief Robinson

Division Chief Robinson
DOC Nile Easton
Greg VanderWerff
Ifo Pili, UFSA
Jeremy Robertson
Kate Turnbaugh
Keith Zuspan, BCC
Larson Wood, Facilities
Matt McFarland
Mike Reberg, SLCo
Ryan Love

UNIFIED FIRE AUTHORITY
CASH DISBURSEMENTS - GENERAL FUND POOLED CHECKING
SEPTEMBER 2019

GL Period	Check Date	Ref#	Vendor Name	Invoice#	Check Amount
Sep-19	9/25/2019	2	PAYROLL TRANS FOR 9/15/2019 PAY PERIOD	N/A	\$ 1,430,279.89
Sep-19	9/10/2019	1	PAYROLL TRANS FOR 8/31/2019 PAY PERIOD	N/A	1,185,382.25
Sep-19	9/12/2019	83027	ZION BANK	Multiple	812,494.91
Sep-19	9/12/2019	83037	SELECTHEALTH	9302019	555,209.00
Sep-19	9/27/2019	7	URS ACH PAYMENT - 9/25/19 PAYROLL	N/A	475,046.79
Sep-19	9/13/2019	3	URS ACH - 9/10/2019 PAYROLL	N/A	455,374.99
Sep-19	9/26/2019	5	EFTPS - 9/25/19 PAYROLL	N/A	283,163.70
Sep-19	9/11/2019	2	EFTPS - 9/10/2019 PAYROLL	N/A	224,823.49
Sep-19	9/6/2019	9062019	WELLS FARGO BUSINESS CARD	Multiple	202,272.87
Sep-19	9/27/2019	6	STATE TAX ACH PAYMENT - 9/25/19 PAYROLL	N/A	152,015.29
Sep-19	9/19/2019	83051	MCNEIL & COMPANY, INC	Multiple	99,391.50
Sep-19	9/11/2019	1	FUNDS TRANSFER FROM FIRE TO EM FOR CCTA DRAWDOWN	N/A	96,067.58
Sep-19	9/12/2019	83036	PUBLIC EMPLOYEES HEALTH PROGRAM	AUGBILL2019	65,801.01
Sep-19	9/19/2019	83058	STATE OF UTAH - GASCARD	Multiple	50,066.79
Sep-19	9/6/2019	90620	LES OLSON COMPANY	MIT201774	45,381.00
Sep-19	9/19/2019	83055	ROCKY MTN POWER	Multiple	29,887.94
Sep-19	9/6/2019	90619	GCS BILLING SERVICES	Multiple	29,520.19
Sep-19	9/25/2019	92521	GCS BILLING SERVICES	Multiple	25,991.06
Sep-19	9/26/2019	83073	CUSTOM BENEFIT SOLUTIONS, INC.	9252019	24,866.00
Sep-19	9/12/2019	83028	CUSTOM BENEFIT SOLUTIONS, INC.	9102019	24,486.84
Sep-19	9/5/2019	83004	CUSTOM BENEFIT SOLUTIONS	Multiple	20,651.38
Sep-19	9/26/2019	83072	AFLAC GROUP INSURANCE	10636	17,138.13
Sep-19	9/12/2019	83025	UNIFIED FIRE SERVICE AREA	Multiple	15,671.76
Sep-19	9/19/2019	83046	COMCAST	87666998	15,170.76
Sep-19	9/12/2019	83042	SELECTHEALTH	09302019RET	12,894.40
Sep-19	9/25/2019	92524	NAPA AUTO PARTS	Multiple	10,323.18
Sep-19	9/11/2019	91124	WEIDNER FIRE	Multiple	9,631.42
Sep-19	9/19/2019	83052	MIDWEST COMMERCIAL INTERIORS	147019	8,556.94
Sep-19	9/12/2019	83022	RC WILLEY HOME FURNISHINGS, INC.	42560641	8,499.83
Sep-19	9/25/2019	92519	APPARATUS EQUIPMENT & SERVICE, INC	Multiple	8,345.53
Sep-19	9/26/2019	83076	LOCAL 1696 - IAFF	9252019	8,062.82
Sep-19	9/12/2019	83033	LOCAL 1696 - IAFF	9102019	8,040.82
Sep-19	9/11/2019	91119	APPARATUS EQUIPMENT & SERVICE, INC	Multiple	6,687.07
Sep-19	9/18/2019	4	TRANSFER FUNDS FOR PATIENT REFUNDS 09/18/19	N/A	6,135.94
Sep-19	9/19/2019	83050	L.N. CURTIS AND SONS	Multiple	5,831.60
Sep-19	9/12/2019	83029	FIDELITY SECURITY LIFE INSURANCE CO	163971839	4,854.28
Sep-19	9/19/2019	83048	GALLAGHER BENEFIT SERVICES, INC	181823	4,500.00
Sep-19	9/12/2019	83017	DESERT EDGE HEATING & COOLING	2479	4,360.00
Sep-19	9/19/2019	83056	ROWLAND, GERALD KIM	8/1/19B	4,166.67
Sep-19	9/19/2019	83043	ARCHITECTURAL BUILDING SUPPLY	Multiple	4,017.47
Sep-19	9/19/2019	83059	SYMBOL ARTS, LLC	Multiple	3,295.00
Sep-19	9/5/2019	83007	L.N. CURTIS AND SONS	Multiple	3,236.18
Sep-19	9/26/2019	83064	BENDERSKY, CORINNE	10022019	3,000.00
Sep-19	9/26/2019	83069	SALT LAKE COUNTY FLEET	UFA 2019-08	2,736.58
Sep-19	9/5/2019	83009	SL CO PROFESSIONAL FF LOCAL 1696	1005	2,250.00
Sep-19	9/12/2019	83041	FIREFIGHTERS CREDIT UNION	09102019TV	2,027.08
Sep-19	9/26/2019	83082	FIREFIGHTERS CREDIT UNION	09252019TV	2,002.73
Sep-19	9/12/2019	83031	INFOARMOR	3379SEP2019	1,939.75
Sep-19	9/19/2019	83049	KRONOS INCORPORATED	11497348	1,808.50
Sep-19	9/19/2019	83062	WASATCH FRONT WASTE RECYCLE DIST	Multiple	1,736.00
Sep-19	9/12/2019	83020	KRONOS INCORPORATED	11496904	1,679.31
Sep-19	9/5/2019	83002	A TO Z LANDSCAPING, INC.	Multiple	1,670.66
Sep-19	9/12/2019	83030	FIREFIGHTERS CREDIT UNION	09102019SF	1,622.58

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\2019-09 Disbursements\10

**UNIFIED FIRE AUTHORITY
CASH DISBURSEMENTS - GENERAL FUND POOLED CHECKING
SEPTEMBER 2019**

<u>GL Period</u>	<u>Check Date</u>	<u>Ref#</u>	<u>Vendor Name</u>	<u>Invoice#</u>	<u>Check Amount</u>
Sep-19	9/26/2019	83074	FIREFIGHTERS CREDIT UNION	09252019SF	1,597.75
Sep-19	9/12/2019	83035	OFFICE OF RECOVERY SERVICES	9102019	1,580.68
Sep-19	9/26/2019	83079	PUBLIC EMPLOYEES LT DISABILITY	9252019	1,457.33
Sep-19	9/26/2019	83078	OFFICE OF RECOVERY SERVICES	9252019	1,429.18
Sep-19	9/19/2019	83045	CENTERPOINT	1780	1,193.71
Sep-19	9/19/2019	83044	CANON FINANCIAL SERVICES, INC.	Multiple	1,063.03
Sep-19	9/5/2019	83013	WORKFORCEQA, LLC	538075	1,028.50
Sep-19	9/12/2019	83019	GENERATION SYSTEMS INC	Multiple	925.90
Sep-19	9/25/2019	92525	WEIDNER FIRE	5525	871.08
Sep-19	9/5/2019	83005	DOMINION ENERGY	Multiple	865.18
Sep-19	9/11/2019	91123	VEHICLE LIGHTING SOLUTIONS, INC	5582	814.32
Sep-19	9/26/2019	83066	INTERSTATE BILLING SERVICE, INC.	3016036979	743.08
Sep-19	9/12/2019	83032	JOHNSON MARK LLC	09102019SC	584.85
Sep-19	9/12/2019	83015	ABSOLUTE JANITORIAL SERVICES	Multiple	519.63
Sep-19	9/26/2019	83063	ABSOLUTE JANITORIAL SERVICES	Multiple	519.63
Sep-19	9/19/2019	83057	SNOWBIRD RESORT LLC	Multiple	504.63
Sep-19	9/19/2019	83053	PITNEY BOWES GLOBAL	3309571266	433.62
Sep-19	9/11/2019	91120	GOLD CUP SERVICES INC.	Multiple	414.00
Sep-19	9/26/2019	83075	JOHNSON MARK LLC	09252019SC	412.41
Sep-19	9/25/2019	92523	LES OLSON COMPANY	SU075960	401.00
Sep-19	9/12/2019	83026	UTAH BROADBAND, LLC	Multiple	398.00
Sep-19	9/19/2019	83061	UTAH VALLEY UNIVERSITY	A26207	385.00
Sep-19	9/5/2019	83010	SUBURBAN PROPANE-1243	40581	350.95
Sep-19	9/26/2019	83070	SHRED-IT USA	Multiple	337.91
Sep-19	9/19/2019	83060	TAYLORSVILLE EXCHANGE CLUB	9/4/2019	300.00
Sep-19	9/12/2019	83018	DOMINION ENERGY	Multiple	291.27
Sep-19	9/5/2019	83012	V2 PRESENTS	9/3/2019	260.00
Sep-19	9/12/2019	83034	ND CHILD SUPPORT DIVISION	9102019	214.80
Sep-19	9/26/2019	83077	ND CHILD SUPPORT DIVISION	9252019	214.80
Sep-19	9/12/2019	83016	COPPERTON IMPROVEMENT DISTRICT	W-#115 8/19	210.50
Sep-19	9/26/2019	83065	DOMINION ENERGY	Multiple	202.01
Sep-19	9/5/2019	83011	UTAH BROADBAND, LLC	852190	199.00
Sep-19	9/26/2019	83071	UTAH BROADBAND, LLC	858423	199.00
Sep-19	9/12/2019	83014	A TO Z LANDSCAPING, INC.	23047	194.61
Sep-19	9/19/2019	83054	ROADPOST USA, INC	RU08207806A	181.89
Sep-19	9/11/2019	91122	UNITED SITE SERVICES	114-9046705	179.00
Sep-19	9/12/2019	83038	UNIFIED POLICE FEDERATION	9102019	171.00
Sep-19	9/26/2019	83080	UNIFIED POLICE FEDERATION	9252019	171.00
Sep-19	9/5/2019	83006	KRONOS INCORPORATED	Multiple	161.26
Sep-19	9/11/2019	91121	LES OLSON COMPANY	SC40069	154.00
Sep-19	9/25/2019	92522	GOLD CUP SERVICES INC.	Multiple	138.00
Sep-19	9/19/2019	83047	DOMINION ENERGY	Multiple	122.64
Sep-19	9/26/2019	83067	L.N. CURTIS AND SONS	INV306258	121.92
Sep-19	9/12/2019	83023	SALT LAKE COUNTY SERVICE AREA #3	W/S- #113 8/19	99.54
Sep-19	9/12/2019	83021	MEDIAONE OF UTAH	I01263547	92.36
Sep-19	9/12/2019	83040	UTAH STATE TAX COMMISSION	09102019SC	40.00
Sep-19	9/26/2019	83081	UTAH STATE TAX COMMISSION	09252019SC	40.00
Sep-19	9/26/2019	83068	ROCKY MOUNTAIN WATER COMPANY	Multiple	38.20
Sep-19	9/12/2019	83039	UTAH RETIREMENT SYSTEMS	08262019MS	37.20
Sep-19	9/5/2019	83008	ROCKY MOUNTAIN WATER COMPANY	93106	15.75
Sep-19	9/12/2019	83024	SALT LAKE VALLEY SWMC, UT	964350	10.71
					<u>\$ 6,502,959.29</u>

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\2019-09 Disbursements\10

**UNIFIED FIRE AUTHORITY
CASH DISBURSEMENTS - EMERGENCY MANAGEMENT CHECKING
SEPTEMBER 2019**

<u>GL Period</u>	<u>Check Date</u>	<u>Ref#</u>	<u>Vendor Name</u>	<u>Invoice#</u>	<u>Check Amount</u>
Sep-19	9/5/2019	7312	COMPUNET, INC.	Multiple	\$ 229,690.27
Sep-19	9/26/2019	7326	COMPUNET, INC.	Multiple	148,331.23
Sep-19	9/5/2019	2	EOC TRANSFER - 8/9/19 PAYROLL	N/A	58,020.36
Sep-19	9/5/2019	3	EOC TRANSFER - 8/23/19 PAYROLL	N/A	58,019.16
Sep-19	9/27/2019	4	EOC TRANSFER - 9/10/19 PAYROLL	N/A	56,037.00
Sep-19	9/27/2019	5	EOC TRANSFER - 9/25/19 PAYROLL	N/A	53,719.04
Sep-19	9/5/2019	7311	A TO Z LANDSCAPING, INC.	Multiple	23,285.78
Sep-19	9/30/2019	7	FUNDS TRANSFER FROM EOC TO FIRE - AUGUST PCARDS	N/A	12,992.80
Sep-19	9/3/2019	1	FUNDS TRANSFER FROM EOC TO FIRE - JULY PCARD	N/A	12,386.71
Sep-19	9/19/2019	7321	ROCKY MTN POWER	E-EOC 8/19	4,828.88
Sep-19	9/6/2019	90621	LES OLSON COMPANY	Multiple	4,516.68
Sep-19	9/19/2019	7319	L.N. CURTIS AND SONS	INV305931	2,985.00
Sep-19	9/19/2019	7322	STATE OF UTAH - GASCARD	Multiple	2,549.99
Sep-19	9/5/2019	7315	MAYORS FINANCIAL ADMIN	FAC0000480	1,915.92
Sep-19	9/26/2019	7325	ALLSTEEL INC.	788053	1,332.98
Sep-19	9/19/2019	7323	SYRINGA NETWORKS, LLC	19SEP0226	1,175.00
Sep-19	9/5/2019	7316	UTAH FOOD SERVICES	E80032	930.25
Sep-19	9/5/2019	7313	CUSTOM BENEFIT SOLUTIONS	152C	831.49
Sep-19	9/5/2019	7314	DOMINION ENERGY	G-EOC 8/19	335.92
Sep-19	9/30/2019	6	FUNDS TRANSFER FROM EOC TO FIRE - RECONCILE BENEFITS (PYLES)	N/A	282.75
Sep-19	9/12/2019	7318	PUBLIC EMPLOYEES HEALTH PROGRAM	08312019EOC	268.86
Sep-19	9/25/2019	92526	WAXIE SANITARY SUPPLY	78549302	134.04
Sep-19	9/12/2019	7317	MAYORS FINANCIAL ADMIN	SLC0000265	110.00
Sep-19	9/26/2019	7327	SHRED-IT USA	8128100386D	109.62
Sep-19	9/19/2019	7320	ROADPOST USA, INC	RU08207806B	60.63
Sep-19	9/19/2019	7324	WASATCH FRONT WASTE RECYCLE DIST	6231C	50.00
					\$ 674,900.36

UNIFIED FIRE AUTHORITY
CASH DISBURSEMENTS - FIRE CAPITAL REPLACEMENT FUND
SEPTEMBER 2019

<u>GL Period</u>	<u>Check Date</u>	<u>Ref#</u>	<u>Vendor Name</u>	<u>Invoice#</u>	<u>Check Amount</u>
Sep-19	9/5/2019	83003	COMPUNET, INC.	Multiple	51,228.35
Sep-19	9/25/2019	92520	CDW GOVERNMENT LLC	TTK8498	15,677.20
Sep-19	9/6/2019	9062019	WELLS FARGO BUSINESS CARD	Multiple	2,302.30
					\$ 69,207.85

**UNIFIED FIRE AUTHORITY
REVENUES AND EXPENDITURES - GENERAL FUND (FIRE)
AS OF SEPTEMBER 30, 2019**

FIRE REVENUES	<u>Total</u>	<u>Budget</u>	<u>Unearned</u>	<u>% of Budget</u>
Alta	\$ 38,166	\$ 152,665	\$ 114,499	25.0
Cottonwood Heights	954,706	3,818,822	2,864,117	25.0
Unified Fire Service Area	12,222,710	48,890,839	36,668,129	25.0
Holladay	646,726	2,586,904	1,940,178	25.0
MIDA contract	-	50,000	50,000	0.0
MEMBER FEES & SERVICE CONTRACTS	<u>13,862,308</u>	<u>55,499,230</u>	<u>41,636,923</u>	25.0
Ambulance service fees	780,189	7,500,000	6,719,811	10.4
Collections revenues	43,841	-	(43,841)	0.0
AMBULANCE OPERATIONS	<u>824,030</u>	<u>7,500,000</u>	<u>6,675,970</u>	11.0
SL County canyon recreation area fees	1,587,857	3,175,714	1,587,857	50.0
Witness/jury duty fees	-	-	-	0.0
CERT class fees	-	5,500	5,500	0.0
Fire and medical report fees	1,112	4,500	3,388	24.7
Hazmat & tank permit fees	46,721	135,000	88,279	34.6
Firewatch	4,125	7,000	2,875	58.9
Fireworks permit fees	2,390	4,000	1,610	59.8
Blast permits	-	2,450	2,450	0.0
Paramedic & PA school fees	11,500	13,500	2,000	85.2
CPR class fees	2,347	8,100	5,753	29.0
EMT school fees	29,917	65,000	35,084	46.0
Event billings - Information Outreach	9,655	20,000	10,345	48.3
Event billings - Special Enforcement	-	20,000	20,000	0.0
OTHER FEES	<u>1,695,623</u>	<u>3,460,764</u>	<u>1,765,141</u>	49.0
UFSA management fees	-	294,647	294,647	0.0
Miscellaneous intergovernmental	71,012	227,500	156,488	31.2
INTERGOVERNMENTAL REVENUES	<u>71,012</u>	<u>522,147</u>	<u>451,135</u>	13.6
Federal grants	28,410	-	(28,410)	0.0
Donations	500	-	(500)	0.0
GRANTS AND DONATIONS	<u>28,910</u>	<u>-</u>	<u>(28,910)</u>	0.0
Interest income	118,312	200,000	81,688	59.2
Sale of materials	203	-	(203)	0.0
Rental income	23,724	94,896	71,172	25.0
USAR reimbursements	16,050	658,794	642,744	2.4
Miscellaneous revenues	192	-	(192)	0.0
MISCELLANEOUS INCOME	<u>163,965</u>	<u>977,690</u>	<u>813,725</u>	16.8
Transfer from Emergency Services fund	-	145,000	145,000	0.0
Appropriation of fund balance	-	3,751,829	3,751,829	0.0
OTHER FINANCING SOURCES	<u>-</u>	<u>3,896,829</u>	<u>3,896,829</u>	0.0
TOTAL FIRE REVENUES	<u>\$ 16,645,847</u>	<u>\$ 71,856,660</u>	<u>\$ 55,210,813</u>	23.2

Note: Balances include payroll through 09/25/2019 and pcards through 8/31/2019.

**UNIFIED FIRE AUTHORITY
REVENUES AND EXPENDITURES - GENERAL FUND (FIRE)
AS OF SEPTEMBER 30, 2019**

FIRE EXPENDITURES	Total	Budget	Unexpended	% of Budget
Salaries & wages	7,136,733	37,349,698	30,212,965	19.1
Overtime	865,185	3,165,290	2,300,105	27.3
Benefits	3,479,041	17,208,467	13,729,426	20.2
SALARIES & BENEFITS	<u>\$ 11,480,959</u>	<u>\$ 57,723,455</u>	<u>\$ 46,242,496</u>	<u>19.9</u>
Art & photo services	-	1,000	1,000	0.0
Awards & banquet	1,563	50,000	48,437	3.1
Bank fees	2,597	18,000	15,403	14.4
Community outreach	80	3,500	3,420	2.3
Honor guard & pipe band	3,290	9,000	5,710	36.6
Identification supplies	7,937	17,000	9,063	46.7
Line of duty death	-	-	-	0.0
Office supplies	14,793	41,700	26,907	35.5
Postage	3,281	11,100	7,819	29.6
Printing charges	4,444	18,800	14,356	23.6
Subscriptions & memberships	12,904	47,290	34,386	27.3
GENERAL & ADMINISTRATIVE	<u>\$ 50,889</u>	<u>\$ 217,390</u>	<u>\$ 166,501</u>	<u>23.4</u>
Bedding & linen	10,105	15,000	4,895	67.4
Books, publications & subscriptions	21,440	57,588	36,148	37.2
Clothing provisions	24,847	490,250	465,403	5.1
Dining & kitchen supplies	2,562	4,500	1,938	56.9
Emergency activations	-	-	-	0.0
Food provisions	12,417	52,600	40,183	23.6
Gasoline, diesel, oil & grease	89,492	500,000	410,508	17.9
Janitorial supplies and service	11,469	53,500	42,031	21.4
Medical supplies	72,817	508,500	435,683	14.3
Physical exams	1,029	160,300	159,271	0.6
Training supplies	408	22,000	21,592	1.9
Canine expenses	995	5,000	4,005	19.9
Expenses to be reimbursed by related organization(s)	25,656	24,000	(1,656)	106.9
OPERATING COSTS	<u>\$ 273,237</u>	<u>\$ 1,893,238</u>	<u>\$ 1,620,001</u>	<u>14.4</u>
Liability insurance & claims	278,318	472,500	194,182	58.9
Ambulance - State Medicaid assessment	-	350,000	350,000	0.0
UCANN	-	45,000	45,000	0.0
Dispatch service contract	364,925	741,550	376,625	49.2
CONTRACTUAL COSTS	<u>\$ 643,243</u>	<u>\$ 1,609,050</u>	<u>\$ 965,807</u>	<u>40.0</u>
Auditor	-	8,900	8,900	0.0
Contract hauling	-	1,000	1,000	0.0
Intergovernmental expenditures	-	4,000	4,000	0.0
Professional fees	670,095	1,099,575	429,480	60.9
Ambulance service fees	12,188	350,000	337,812	3.5
PROFESSIONAL SERVICES	<u>\$ 682,283</u>	<u>\$ 1,463,475</u>	<u>\$ 781,192</u>	<u>46.6</u>
GRANT PURCHASES	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>0.0</u>
Miscellaneous rental	2,087	30,000	27,913	7.0
Rent of buildings	36,667	147,000	110,333	24.9
RENT	<u>\$ 38,754</u>	<u>\$ 177,000</u>	<u>\$ 138,246</u>	<u>21.9</u>

Note: Balances include payroll through 09/25/2019 and pcards through 8/31/2019.

**UNIFIED FIRE AUTHORITY
REVENUES AND EXPENDITURES - GENERAL FUND (FIRE)
AS OF SEPTEMBER 30, 2019**

FIRE EXPENDITURES (Continued)	Total	Budget	Unexpended	% of Budget
Facilities maintenance charge	-	-	-	0.0
Maintenance of machinery & equipment	12,421	140,500	128,079	8.8
Maintenance of buildings & grounds	54,547	322,500	267,953	16.9
Maintenance of office equipment	250	2,000	1,750	12.5
Software maintenance	78,541	436,900	358,359	18.0
Vehicle maintenance	127,110	775,000	647,890	16.4
Vehicle repairs - accident related	10,728	50,000	39,272	21.5
REPAIR & MAINTENANCE	<u>\$ 283,597</u>	<u>\$ 1,726,900</u>	<u>\$ 1,443,303</u>	<u>16.4</u>
Communications equipment	7,439	85,000	77,561	8.8
Computer equipment	56,670	126,500	69,830	44.8
Computer software	277	21,600	21,323	1.3
Small equipment noncapital	88,196	472,639	384,443	18.7
Small equipment - photography	-	1,000	1,000	0.0
Training props	-	39,000	39,000	0.0
Visual & audio aids	-	2,500	2,500	0.0
SOFTWARE & EQUIPMENT	<u>\$ 152,582</u>	<u>\$ 748,239</u>	<u>\$ 595,657</u>	<u>20.4</u>
Education, training & certifications	24,234	176,305	152,071	13.7
Travel & transportation	19,088	120,000	100,912	15.9
Mileage reimbursement	159	2,000	1,841	8.0
TRAINING & TRAVEL	<u>\$ 43,481</u>	<u>\$ 298,305</u>	<u>\$ 254,824</u>	<u>14.6</u>
Computer lines	48,099	200,250	152,151	24.0
Heat & fuel	3,713	130,000	126,287	2.9
Light & power	56,597	300,000	243,403	18.9
Sanitation	4,558	32,000	27,442	14.2
Telephone	12,200	77,500	65,300	15.7
Telephone - cellular	9,050	193,500	184,450	4.7
Water & sewer	15,099	85,200	70,101	17.7
UTILITIES	<u>\$ 149,316</u>	<u>\$ 1,018,450</u>	<u>\$ 869,134</u>	<u>14.7</u>
Capital outlay	-	150,000	150,000	0.0
Principal payment on capital lease	685,228	3,235,730	2,550,502	21.2
Principal payment on related party note payable	28,163	114,357	86,194	24.6
Interest expense	146,120	358,675	212,555	40.7
CAPITAL OUTLAY & LONG-TERM DEBT	<u>\$ 859,511</u>	<u>\$ 3,858,762</u>	<u>\$ 2,999,251</u>	<u>22.3</u>
TRANSFER TO FIRE VEHICLE REPLACEMENT FUND	-	1,022,396	1,022,396	0.0
TRANSFER TO WILDLAND	-	100,000	100,000	0.0
CONTRIBUTION TO FUND BALANCE	-	-	-	0.0
FUND TRANSFERS & CONTRIBUTIONS	<u>\$ -</u>	<u>\$ 1,122,396</u>	<u>\$ 1,122,396</u>	<u>0.0</u>
TOTAL FIRE EXPENDITURES	<u>\$ 14,657,852</u>	<u>\$ 71,856,660</u>	<u>\$ 57,198,808</u>	<u>20.4</u>
REVENUES OVER/(UNDER) EXPENDITURES	<u>\$ 1,987,995</u>	<u>\$ -</u>		

Note: Balances include payroll through 09/25/2019 and pcards through 8/31/2019.

**UNIFIED FIRE AUTHORITY
REVENUES AND EXPENDITURES - ENTERPRISE FUND (WILDLAND)
AS OF SEPTEMBER 30, 2019**

WILDLAND REVENUES	<u>Total</u>	<u>Budget</u>	<u>Unearned</u>	<u>% of Budget</u>
Wildland reimbursements - Hand crew	493,145	950,000	456,855	51.9
Wildland reimbursements - Engine 302	100,659	250,000	149,341	40.3
Wildland reimbursements - Engine 301	81,983	250,000	168,017	32.8
Wildland reimbursements - Single resource	37,764	600,000	562,236	6.3
Wildland reimbursements - Camp Williams	11,945	-	(11,945)	0.0
Camp Williams	141,573	566,290	424,718	25.0
State grants	-	64,000	64,000	0.0
Transfer from General Fund	-	100,000	100,000	0.0
Appropriation of net assets	-	120,000	120,000	0.0
TOTAL WILDLAND REVENUES	<u>\$ 867,068</u>	<u>\$ 2,900,290</u>	<u>\$ 2,033,222</u>	29.9
WILDLAND EXPENSES	<u>Total</u>	<u>Budget</u>	<u>Unexpended</u>	<u>% of Budget</u>
Salaries & benefits	1,016,354	2,261,951	1,245,597	44.9
Awards	-	5,000	5,000	0.0
Books, publications & subscriptions	-	1,200	1,200	0.0
Capital outlay	20,000	20,000	-	100.0
Clothing provisions	1,620	46,500	44,880	3.5
Communication equipment	-	27,000	27,000	0.0
Capital lease payments	-	86,449	86,449	0.0
Computer equipment	4,157	3,000	(1,157)	138.6
Computer lines	-	600	600	0.0
Education, training & certifications	725	2,000	1,275	36.3
Food provisions	11,319	25,500	14,181	44.4
Gasoline, diesel, oil & grease	11,205	45,000	33,795	24.9
Heat & fuel	33	1,000	967	3.3
Interest expense	-	5,345	5,345	0.0
Janitorial supplies and service	-	500	500	0.0
Light & power	470	2,500	2,030	18.8
Maintenance of machinery & equipment	23	3,500	3,477	0.7
Maintenance of buildings	278	3,500	3,222	7.9
Maintenance of office equipment	-	-	-	0.0
Medical supplies	-	1,500	1,500	0.0
Office supplies	265	1,500	1,235	17.7
Postage	-	50	50	0.0
Physical exams	-	12,525	12,525	0.0
Sanitation	-	1,000	1,000	0.0
Small equipment	6,253	66,000	59,747	9.5
Subscriptions & memberships	-	1,400	1,400	0.0
Telephone services	363	9,400	9,037	3.9
Travel & transportation	31,790	117,000	85,210	27.2
Vehicle maintenance	1,860	56,000	54,140	3.3
Water & sewer	89	850	761	10.5
TOTAL WILDLAND EXPENSES	<u>\$ 1,107,514</u>	<u>\$ 2,813,440</u>	<u>\$ 1,705,926</u>	39.4
Contribution to Fund Balance	<u>-</u>	<u>(86,850)</u>	<u>(86,850)</u>	
REVENUES OVER/(UNDER) EXPENDITURES	<u>\$ (240,446)</u>	<u>\$ -</u>		

Note: Balances include payroll through 09/25/2019 and pcards through 8/31/2019.

UNIFIED FIRE AUTHORITY
REVENUES AND EXPENDITURES - SPECIAL REVENUE FUND (EMERGENCY SERVICES)
AS OF SEPTEMBER 30, 2019

EOC REVENUES	<u>Actual</u>	<u>Budget</u>	<u>Unearned</u>	<u>% of Budget</u>
SL County emergency fees	\$ 1,193,102	\$ 2,386,203	\$ 1,193,102	50.0
Federal grants	-	155,000	155,000	0.0
Federal grants - CCTA	-	967,000	967,000	0.0
Miscellaneous intergovernmental	-	-	-	0.0
Interest income	13,721	20,000	6,279	68.6
TOTAL EOC REVENUES	<u>\$ 1,208,641</u>	<u>\$ 3,860,803</u>	<u>\$ 2,652,162</u>	31.3

EOC EXPENDITURES	<u>Total</u>	<u>Budget</u>	<u>Unexpended</u>	<u>% of Budget</u>
Salaries & benefits	\$ 282,945	\$ 1,571,575	\$ 1,288,630	18.0
Books, publications & subscriptions	-	1,000	1,000	0.0
Capital outlay	552,894	556,600	3,706	99.3
Clothing provisions	1,642	5,000	3,358	32.8
Communication equipment	640	5,000	4,360	12.8
Community outreach	500	12,450	11,950	4.0
Computer equipment	6,154	29,500	23,346	20.9
Computer software	1,200	9,000	7,800	13.3
Education, training & certifications	300	25,000	24,700	1.2
Emergency activations	98	10,000	9,902	1.0
Maintenance of building & grounds	10,460	53,500	43,040	19.6
Maintenance of machinery & equipment	-	9,000	9,000	0.0
Maintenance of office equipment	20,641	34,000	13,359	60.7
Food provisions	1,981	20,000	18,019	9.9
Gasoline, diesel, gas & grease	4,021	18,000	13,979	22.3
Grant purchases	396,087	783,478	387,391	50.6
Identification supplies	-	1,000	1,000	0.0
Janitorial supplies and service	1,603	20,500	18,897	7.8
Miscellaneous rental	-	-	-	0.0
Office supplies	1,307	10,000	8,693	13.1
Professional fees	10,580	130,000	119,420	8.1
Postage	-	-	-	0.0
Printing charges	136	10,000	9,864	1.4
Small equipment	6,971	43,700	36,729	16.0
Software maintenance	41,448	98,000	56,552	42.3
Subscriptions & memberships	2,000	7,000	5,000	28.6
Telephone service	905	25,500	24,595	3.5
Telephone - cellular	18,207	25,000	6,793	72.8
Travel & transportation	4,857	30,000	25,143	16.2
Utilities	15,578	104,000	88,422	15.0
Vehicle maintenance	1,895	8,000	6,105	23.7
Transfer to General fund	-	145,000	145,000	0.0
Transfer to EOC Vehicle Replacement fund	-	60,000	60,000	0.0
TOTAL EOC EXPENDITURES	<u>\$ 1,385,050</u>	<u>\$ 3,860,803</u>	<u>\$ 2,475,753</u>	35.9
REVENUES OVER/(UNDER) EXPENDITURES	<u>\$ (176,409)</u>	<u>\$ -</u>		

Note: Balances include payroll through 09/25/2019 and pcards through 8/31/2019.

**UNIFIED FIRE AUTHORITY
REVENUES AND EXPENDITURES - CAPITAL PROJECTS FUNDS
AS OF SEPTEMBER 30, 2019**

FIRE CAPITAL REPLACEMENT

REVENUES	Total	Budget	Unearned	% of Budget
Transfer from General fund	\$ -	\$ 1,022,396	\$ 1,022,396	0.0
Interest income	3,329	50,000	46,671	6.7
Sale of capital assets	218,219	84,169	(134,050)	259.3
Sale of materials	1,600	-	(1,600)	0.0
TOTAL FIRE VEHICLE REPLACEMENT	\$ 223,148	\$ 1,156,565	\$ 933,417	19.3
EXPENDITURES	Total	Budget	Unexpended	
Capital outlay - light fleet (financed)	\$ -	\$ -	\$ -	0.0
Capital outlay - computer equipment (financed)	(133)	63,900	64,033	-0.2
Capital outlay - station equipment (cash)	-	66,950	66,950	0.0
Capital outlay - building & improvements (financed)	-	-	-	0.0
Capital outlay - building & improvements (cash)	62,046	65,400	3,354	94.9
Noncapital equipment (cash)	158,626	170,840	12,214	92.9
Bank fees	-	1,575	1,575	0.0
Contribution to fund balance	-	787,900	787,900	0.0
TOTAL FIRE VEHICLE REPLACEMENT	\$ 226,950	\$ 1,156,565	\$ 929,615	19.6
REVENUES OVER/(UNDER) EXPENDITURES	\$ (3,802)	-		

EOC CAPITAL REPLACEMENT

REVENUES	Total	Budget	Unearned	% of Budget
Transfer from EOC fund	\$ -	\$ 60,000	\$ 60,000	0.0
Appropriation of/(Contribution to) fund balance	-	-	-	0.0
TOTAL EOC VEHICLE REPLACEMENT	\$ -	\$ 60,000	\$ 60,000	0.0
EXPENDITURES	Total	Budget	Unexpended	% of Budget
Capital outlay	\$ 60,176	\$ 60,000	\$ (176)	100.3
TOTAL EOC VEHICLE REPLACEMENT	\$ 60,176	\$ 60,000	(176)	100.3
REVENUES OVER/(UNDER) EXPENDITURES	\$ (60,176)	\$ -	\$ 60,176	

Note: Balances include payroll through 09/25/2019 and pcards through 8/31/2019.

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

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

RECITALS

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

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

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

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

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

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

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

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

AGREEMENT

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

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

Authority's Board of Directors (the "Board"). The following guidelines are intended to inform these processes for those geographical areas in which the Authority will directly provide services:

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

e.d. At the time of execution of this 2019 Agreement, the currently existing or planned stations are consistent with these guidelines.

4. **Baseline Services.** The following baseline services ("Baseline Services") are to be included in the Member Fee described in Paragraph 5. Additional Baseline Services to be included in the annual Member Fee must be approved by a two-thirds vote of the Board as part of its budgetary process. The Member Fee will constitute the payment mechanism by which the

Parties pay the Authority for the Baseline Services provided and will be established by the Board during the Authority's budget process:

a. Service Delivery:

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

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

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

5. **Member Fee.** Fees and costs for services attributable to the Member Fee will be transparently disclosed and stated with reasonable specificity in each annual budget adopted by the Board. The Board will adopt policies that allow for the guidance and development of the budget. Parties will be provided reasonable notice prior to any significant change in the level of services or reallocation of the Authority's resources

compared to the prior fiscal year. Each Contracting Entity will be charged an individual Member Fee and the Service Area will be charged one Member Fee for all of the Service Area Members. Service Area Members will not be charged an individual Member Fee.

6. **County-wide Fire and Emergency Services.** The County (not the other Parties) ~~will~~may budget funds from its County-wide fund to provide county-wide services (“County-wide Services”). Funding for County-wide Services will be separate from fees and other funding agreements provided under this 2019 Agreement. The Authority will prepare a budget request for the County in such form and follow such timelines and procedures as regularly established by the County. The nature and level of County-wide Services provided by the Authority will be in accordance with the funding budgeted by the County. County-wide Services will be integrated into the command structure and organization of the Authority and include the following:
 - a. Emergency Operation Center and Emergency Planning. Providing emergency services including grant administration; preparing, drafting and reviewing emergency operation plans for County-wide emergency services in accordance with requirements of federal and state statutes and for use by other government agencies in times of disaster or other emergencies; and providing local emergency planning committee services.
 - b. Recreation Area Services. Providing fire and emergency medical protection services to areas designated as recreational areas pursuant to Utah Code Ann. §17-34-101, et. seq., or any similar successor provision.
 - c. Additional County-wide Services. Additional County-wide Services may be established by separate agreement between the Authority and the County

without the need to amend this 2019 Agreement..

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

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

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

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

a. Board of Directors.

i. Each city and metro township to which the Authority provides services will receive a position on the Board, regardless of whether they are a Contracting Entity or Service Area Member.

ii. The County will receive two positions on the Board. One ~~position-Board Member~~ will be appointed by the County Mayor and one ~~position-Board Member~~ will be appointed by the County Council.

iii. ~~Except for the County,~~ Each Board Member must at all times be an elected official of the Party and either a mayor or councilmember of the municipality's governing body. The County may select a Deputy Mayor as a Board Member^[A1].

~~iii.~~iv. A Party may designate, on an annual basis, an "alternate" Board Member (who must still qualify under subsection a.iii above and be designated in writing to the Authority), to attend and fully participate, including voting, in Board meetings on behalf of the Party if the Board Member is unable to attend.^[A2]

~~iv.~~v. Board Members will serve indefinitely at the pleasure of the appointing entity. Any appointment or removal of a Board Member will be accompanied by a letter or resolution of appointment from the applicable Party notifying the Authority of such action.

~~v.~~vi. Board meetings, and all actions taken thereby, will require a quorum be present and will operate in compliance with the Open and Public

Meetings Act (Utah Code Ann. §52-4-101, et. seq.), or successor applicable open meetings law.

~~vi.~~vii. Matters related to the operation of the Board, such as meeting times, the conduct of meetings, chair and vice-chair appointments, etc. will be established and adopted by the Board as written policies and procedures.

~~vii.~~viii. Recognizing the significant time commitment in Board participation, Board Members may, at the discretion of the Board, receive an annual stipend in an amount to be determined by the Board pursuant to the annual budget process for their participation on the Board. Nothing in this Agreement will prevent an individual Party from compensating, in its discretion, its representative Board Member directly for time spent on Authority matters.

b. Voting.

i. For all matters related to the governance of the Authority, each Board Member will be entitled to one vote on the Board and matters, unless otherwise specifically stated herein, will be passed by a vote of at least a majority of the Board at a duly noticed meeting; i.e., the affirmative vote of at least a majority of all Board Members rather than a majority of a quorum of the Board Members present at the particular meeting.

~~i. majority vote of those present at a Board meeting.~~

ii. In regards to any proposed vote of the Board, to be taken pursuant to subsection (b)(i) above, to adopt a fiscal year's tentative or final budget, or to adopt any budget amendment, any two Board Members representing

separate Parties may call for a “weighted vote,” at which time, after an opportunity for discussion and deliberation by the Board, a vote will be taken on such issue based upon a weighted voting system with the weight of each Board Member’s vote being determined by the ratio of its population to the total population of the communities served by the Authority, using the most recently available census data, as updated by the Kem C. Gardner Policy Institute or other agency subsequently designated by the State of Utah for population estimates. The County’s population-based vote will be limited to the population of the unincorporated areas of the County with one-half of that total population being allocated to each of the County’s Board Members. When weighted voting is requested under this paragraph, approval of the budget or amendment will pass with an affirmative vote of the majority of the weighted vote, i.e. a vote that exceeds fifty percent of the total weighted vote of all Board Members rather than a majority of a quorum of the Board Members present at the particular meeting.

iii. [Alternative Sub-Paragraph ii^[A3]] In regards to any proposed vote of the Board, to be taken pursuant to subsection (b)(i) above, to adopt a fiscal year’s tentative or final budget, or to adopt any budget amendment, any two Board Members representing separate Parties may call for a “weighted vote,” at which time, after an opportunity for discussion and deliberation by the Board, a vote will be taken on such issue based upon a

weighted voting system with the weight of each Board Member's vote being determined as follows: A percentage will be calculated by comparing the total amount of funding the County is paying the Authority for the County-wide Services to the total budget for that fiscal year. This percentage (the "County-wide Services Percentage") will be directly allocated to the County for the purposes of the weighted vote. The remainder, i.e. one-hundred percent minus the County-wide Services Percentage, will then be reallocated to each Party, including the County, by multiplying the remainder by the ratio of a Party's population to the total population of the communities served by the Authority, using the most recently available census data, as updated by the Kem C. Gardner Policy Institute or other agency subsequently designated by the State of Utah for population estimates. The County's weighted vote, i.e. the County-wide Percentage plus the population-based percentage, will be allocated to the County's Board Members as the County sees fit, but in no event with the County's vote exceed the percentage of these two percentages combined. An example of this calculation as it would occur as of October 1, 2019 is attached hereto as Exhibit "B". When weighted voting is requested under this paragraph, approval of the budget or amendment will pass with an affirmative vote of the majority of the weighted vote, i.e. a vote that exceeds fifty percent of the total weighted vote of all Board Members rather than a majority of a quorum of the Board Members present at the particular meeting.

c. Executive Staff:

- i. The Board will directly supervise, appoint, and be responsible for removing if necessary the Fire Chief/CEO of the Authority. The Board will negotiate, approve, and execute a written employment agreement with the Fire Chief/CEO setting forth the terms and conditions of employment.
- ii. The Board will directly supervise, appoint, and be responsible for removing if necessary the Chief Legal Officer of the Authority. The Board will negotiate, approve, and execute a written employment agreement with the Chief Legal Officer setting forth the terms and conditions of employment.
- iii. The Fire Chief will supervise the Chief Financial Officer of the Authority, but will require ratification of the Board for any appointment or removal of an individual to the position of Chief Financial Officer.
- iv. The Merit System Coordinator, as described in Exhibit A to this 2019 Agreement, will operate pursuant to policies established by the Board and will report to the Board on matters related to the Authority's Fire Merit System. Upon request of the Board, the Fire Chief will make a nomination or, at the request of the Board, nominations of a candidate or candidates for the position of Merit System Coordinator and the Board will appoint a person to the position.
- v. All other employees will be supervised by the Fire Chief pursuant to policies adopted by the Authority and Exhibit A to this 2019 Agreement.

- d. Policies. The Board will adopt a set of Board Policies that will broadly govern and set the expectations for the operation of the Authority. These Board Policies will inform and direct a set of operational policies created and adopted by the Fire Chief/CEO in consultation with the CLO and Command Staff.

10. **Non-Station Facilities.**

- a. ~~County EOC. The Authority leases space from the County for the purposes of providing an Emergency Communication Center/Emergency Operations Center pursuant to separate agreement. Effective January 1, 2004, the County granted to the Authority a sublease in the emergency operations center located at 3380 South 900 West, Salt Lake City, UT 84119. Such sublease has been and will continue to be evidenced by a standard form triple net lease agreement (“EOC Lease”). Because (i) the cost of constructing the EOC was nine percent (9%) of the proceeds of the Salt Lake County Municipal Building Authority Revenue Bonds, Series 1999 (“1999 Bonds”), as refunded by the 2004A GO bonds, subsequently refunded by the 2012B GO bonds (the “Bonds”), and (ii) it is anticipated that the Authority will use only part of the total useable floor area of the EOC, the lease payments annually due under the EOC Lease will be determined by multiplying the portion of the bond payment attributable to the 1999 Bonds due under the Bonds for the period in question by nine percent (9.0%), and then multiplying that product by the percentage of the EOC’s total useable floor area then occupied by Authority, plus a proportionate share of common area expenses and facility operating expenses. The EOC Lease shall remain in effect until the first to occur of: (i) the County’s withdrawal from Authority as provided in Paragraph 17~~

~~below, in which case the County and Authority will negotiate a new lease or other agreement; (ii) retirement of the Bonds in which event the lease payment will be reduced to a total of \$10.00 per annum; or (iii) expiration of the terms of this Agreement or dissolution of the Authority.~~

b.a. Other Facilities. If the Authority wishes to construct an additional public safety facility, such as a facility for administration, logistics, training, etc., the Board will equitably apportion the cost to construct or remodel any such public safety facility that is used to provide the Baseline Services to the Parties similar to the apportionment of the Member Fee for Baseline Services. If the benefit of such facility specifically inures to one or more Parties to the exclusion of others, the Board may apportion the cost of such facility to the benefiting Party or Parties to be paid as an addition to the Member Fee (in the case of a Party who is part of the Service Area as a separate fee similar to one charged for Enhanced Services) or by the application of a Party's collected impact fees.

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

11. **2004 Equipment.** The 2004 Agreement provided a specific description of equipment conveyed to the Authority by the Parties then forming the Authority. The time elapsed since the 2004 Agreement means that all or nearly all of the equipment conveyed has

been cycled through, merged with other equipment, or used to the end of its useful life. The ~~Parties therefore agree~~ Authority represents that any such equipment detailed in the 2004 Agreement is no longer of any value or has been so incorporated into the Authority inventory that it no longer represents identifiable items of separate property. The Parties therefore agree to disclaim any rights to return of property found in the 2004 Agreement and agree that disposition of any equipment to members upon dissolution or withdrawal will be accomplished according to the provisions of this 2019 Agreement.

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

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

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

- a. The Authority will be subject to Utah Code § 11-13-5, or successor provision, for accounting, reporting, budgeting, and auditing requirements, as modified and enhanced as determined by the Board. The functions of budget officer, treasurer, or any other defined function with respect to the Authority will be determined by policies and procedures adopted by the Board.
- b. To ensure transparency, the Authority will prepare a financial report as part of the annual budgeting process and receive an annual audit report. Such reports will be both posted online and available upon request.

- c. The Authority will also keep records and statistics related to the performance of its services and will, from time to time, prepare reports summarizing performance.

The Board or any individual Party may make a request for the creation of such a report at any time and Authority will use its best efforts to prepare such a report in a timely manner.

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

16. **Term.** This 2019 Agreement will be effective as of the date it is fully approved and executed by the Parties and, unless terminated as provided for herein, will be in effect for a term of ~~fifty~~twenty-five years. The Parties agree that every five years this 2019 Agreement will be brought before for the Board for review and discussion to determine if revisions are necessary

to better accomplish its goals given any changes in circumstances or law that have occurred over the preceding years.

17. **Withdrawal.**

- a. **Cooperation.** If a Party wishes to withdraw from the Authority and the terms and conditions of this 2019 Agreement, the Parties agree to work cooperatively in such a manner as to minimize the harm to any Party and the public safety of the citizens of all Parties. The Authority will respect the desire and decision of the withdrawing Party, and the withdrawing Party will respect the need for and allow the necessary planning to ensure a withdrawal will result in the minimum impact reasonably possible on the Authority and remaining Parties.
- b. **Requirements.**
 - i. Due to the complexities of the operation of the Authority and the significant impact a withdrawal may have on the other Parties, a Party must provide at least twelve months' advance notice as to the date it wishes to withdraw from the Authority. Those twelve months will run from the date the UFA Fire Chief and CLO receive a written notice of withdrawal from the withdrawing Party. The Parties acknowledge that the annual Member Fees paid to the Authority do not constitute the establishment of a debt for any Party and will be paid as services are provided. Furthermore, the Parties acknowledge that the inclusion of a twelve months' withdrawal period renders this 2019 Agreement one of reasonable duration.

- ii. The twelve month notice requirement for withdrawal may be shortened upon mutual agreement between the withdrawing Party and the Authority, if approved by the Board.
- iii. Upon providing notice of its intent to withdraw, the withdrawing Party's Board Member must, if applicable, relinquish his or her position as Board Chair/Vice-Chair and any committee Chair. The Board Member will also be automatically recused from matters directly affecting the withdrawal process. Such recusal will only extend to voting on matters related to the withdrawal process and the withdrawing Party's Board Member will have the right to participate in Board discussions and debates related to such issues. However, a withdrawing Party's Board Member may be excluded from any closed sessions, properly held pursuant to the Utah Open and Public Meetings Act, to discuss matters related to the withdrawal of that Party. If a withdrawing Party revokes its intent to withdraw, its Board and Committee positions will be reinstated.
- iv. The Parties and the Authority agree that if a Party withdraws and subsequently forms or participates in a new fire department with other Parties, that the Authority and withdrawing Party will, in good faith, negotiate or join existing relevant mutual and automatic aid agreements covering both the Authority and withdrawing Party, subject to approval of the withdrawing Party's governing body.

v. Upon receiving a notice of intent to withdrawal, the Parties will begin the withdrawal process by creating a withdrawal plan that will comply with the general principles provided for in this Paragraph 17.

c. Disposition of Stations or Equipment.

- i. Station Lease. The Authority will cease using the stations owned by the withdrawing Party upon the effective date of the Party's withdrawal. The withdrawing Party, or other station owner, will receive the station in an as-is condition as of the effective date of the withdrawal. If the withdrawing Party is not the owner of the station at the time of withdrawal and it wishes to use the station after withdrawal, the withdrawing Party will be responsible for coordinating such use with the station's owner. The Authority will use its best efforts to maintain the station in its condition from the date of the notice to the date of withdrawal, but will not be responsible for any normal wear and tear during the withdrawal period, nor for any deterioration or destruction of the station outside of its control.
- ii. Improvements. If the Authority has constructed or incorporated improvements or fixtures into the real property of the stations that cannot be removed without destroying the improvement's value, the withdrawing party will reimburse the Authority for the depreciated value of the improvements at the time of withdrawal using a ten year straight line depreciation period with no residual.
- iii. Station Inventory. The Authority and the withdrawing Party will meet and confer to create a property disposition plan to account for supplies and

equipment located in the stations serving the withdrawing Party that are to be vacated by the Authority. This plan will contain an inventory of any items for which the withdrawing Party can specifically prove ownership. The withdrawing Party will be entitled to retain only such inventoried items upon withdrawal. All other supplies or equipment used or installed by the Authority during its normal operations and procurement will not be included in this inventory and will be retained by the Authority or sold to the withdrawing Party pursuant to the terms of this 2019 Agreement.

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

stations serving the withdrawing Party at full retail price as determined by a mutually agreed-upon third party appraisal. The withdrawing Party is not obligated to make such a purchase.

1. Any units that were purchased as part of a current, outstanding loan or lease to the Authority will be retained by the Authority. A withdrawing Party may acquire such a unit if the withdrawing Party is able to assume full financial responsibility of the underlying obligation and obtain a full release of the Authority's obligation to maintain ownership of the unit as collateral for any loan, lease, or other transaction. Such an assumption of liability and release will be subject to agreement with the Authority, including the potential payment of consideration to the Authority to account for any equitable value of the asset, and will only be considered if such a transaction does not adversely affect the Authority's operations or the financing of the Authority's other assets. The Authority may also substitute another unit as appropriate.

2. If the withdrawing Party wishes to acquire additional apparatus and equipment units beyond that serving the withdrawing Party, the Authority, at its option, may offer additional apparatus or equipment at fair market value price.

d. Personnel. If the withdrawing Party plans upon withdrawal to start its own department or expand a previously existing department with others, the

withdrawing Party agrees to provide (or to encourage, in good faith, the existing department it is joining to provide) an employee selection process exclusively for interested, existing staff of the Authority prior to engaging in an open and public recruitment for staffing.

- i. This process does not include recruitment for Fire Chief or other and executive level positions.
- ii. The withdrawing Party is not obligated to hire those who apply during this process, merely to give existing staff of the Authority the first opportunity to potentially fill the prospective new positions.
- iii. The withdrawing Party agrees that employees of the Authority that are hired by the withdrawing Party will have the option to either: 1) receive a payout of their Authority vacation balance directly from the Authority on the employee's date of separation pursuant to the Authority's then existing policy; or 2) transfer of their vacation hours to their new position with the withdrawing Party. In the event of a transfer and acceptance of vacation hours, the Authority will pay to the withdrawing Party the value of the vacation hours at the employee's wage rate as of the employee's last day with the Authority.
- iv. Sick leave balances of employees hired by the withdrawing Party will not be transferred and will be handled pursuant to internal policy and procedure of the Authority.

- v. Retirements contributions by the Authority for the any employee leaving the Authority and starting work with a withdrawing Party will cease upon the employee's last day with the Authority.
- vi. The Authority will allow any fire fighter leaving the Authority and moving to the withdrawing Party to take their existing, issued personal protective equipment ("PPE") with them to their new employment with the withdrawing Party. The ownership of the PPE will be transferred to the withdrawing Party at no cost.
- e. Licenses. The Authority will work in good faith with the withdrawing Party to secure or transfer the necessary licenses or contractual arrangements for the provision of emergency ground transportation.

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

- a. The Fire Chief will advise the Board Chair of any expressed interest in joining the Authority of which the Fire Chief becomes aware, and the Board Chair will

advise the Fire Chief of any expressed interest in joining the Authority of which the Board Chair becomes aware. The Fire Chief and Board Chair will then have the authority to hold initial, non-public discussions with any municipality or other entity expressing interest in joining the Authority to gauge feasibility or level of interest in joining. However, neither the Fire Chief nor the Board Chair is authorized to discuss the potential of an entity joining the Authority in a public setting without prior notice to and permission from the Board. Further, neither the Fire Chief nor the Board Chair may make any agreements with the potential new member concerning joining the Authority without complying with the requirements of this Paragraph 18.

- b. Under the direction of the Board, the Authority's staff will conduct a feasibility study to evaluate the potential addition of the new member. In conducting the feasibility study under this section, the study should include the following (provided that these guidelines are subject to revision by the Board in subsequent Board Policy without the need to amend this 2019 Agreement):
 - i. Population and population density within the proposed municipality;
 - ii. Current and five-year projections of demographics and economic base in the proposed municipality, including household size and income, commercial and industrial development, and public facilities;
 - iii. Projected growth in the proposed municipality during the next five years;
 - iv. The present and five-year projections of the cost, including overhead, of providing the Baseline Services in the proposed municipality as is provided by the Authority in similar municipalities;

- v. The number, classification, and cost of wages, salaries, and benefits of any line and staff employees that the proposed municipality desires the Authority to absorb as part of joining the Authority assuming that;
1. The Authority will agree to accept all fire personnel assigned to engines, trucks, and ambulances;
 2. The Authority will have the option to consider employment of Chief Officers or other staff;
 3. Employees transferred to the Authority will transfer with:
 - a. Wages normalized to the Authority pay structure except that if an employee's existing wage is higher, the employee wage will be frozen until the wage is normalized with the Authority wage schedule;
 - b. Seniority equal to years of full time career experience with the joining municipality on last day of employment with the joining municipality;
 - c. Vacation leave balance on last day of employment with a calculation of the total liability for vacation accrual that will be paid for by the joining municipality;
 - d. Sick Leave balance on last day of employment (if hours exceed existing Authority cap, cost for municipality to buy down the employee's sick leave prior to transferring to the Authority).

- vi. The location, condition, and value of the physical assets necessary to provide services in the joining municipality that would be transferred to the Authority by the municipality including in the study the feasibility of:
 - 1. A Contracting Entity retaining ownership of the fire stations and being responsible for capital maintenance, or a Service Area Member transferring station ownership and responsibility for capital maintenance to the Service Area.
 - 2. Transferring necessary assets, such as apparatus, equipment, PPE, station supplies, etc. to the Authority to provide the services to the joining municipality.
 - vii. An assessment of the debts, liabilities, and obligations of the joining municipality that may be necessary for the Authority to acquire in order to provide the services to the joining municipality.
 - viii. The fiscal impact that the joining municipality's addition has on other Parties by the Authority, including any Member Fee changes that may become necessary to maintain existing levels of service for current Parties.
 - ix. The impact of adding the municipality to the Authority service area on the Insurance Service Office (ISO) Fire Insurance Community Grading currently held by the Authority.
 - x. Any other factor that staff considers relevant to the question of admitting a new municipality to the Authority.
- c. A joining municipality, depending upon the circumstances and the equities involved in its joining the Authority, may be subject to a separate agreement that

may contain a minimum period of membership that will be negotiated based on the review of the circumstances, including the assets and liabilities the municipality will be transferring to the Authority

- d. Approval of a new municipality as either a Contracting Entity or as a new member of the Service Area would require a two-thirds affirmative vote of the Authority's Board at a duly noticed meeting (i.e., the affirmative vote of at least two-thirds of all Board Members rather than two-thirds of a quorum of the Board Members present at the particular meeting) and the new member agreeing to sign as a Party to this 2019 Agreement.
- e. After approval by the Board just described, an entity desiring to join the Authority by joining the Service Area (as opposed to becoming a Contracting Entity), must file a resolution to initiate the Annexation procedures set forth in Title 17B, Chapter 1, Part 4 of the Utah Code. As this process is statutory in nature, a successful annexation cannot be guaranteed. For instance, the annexation statute allows for a certain number of citizen protests to halt an annexation, or to force an election on the matter.
- f. The incorporation of a previously unincorporated area, served by the Authority and located within the Service Area, as a new municipality that remains in the Service Area will not be considered an admission of a "new" Party under this Paragraph. Such municipality will receive a position on the Board as described in Paragraph 9.

- g. A municipality leaving the Service Area to become a Contracting Entity will not be considered a “new” Party, but will be subject to the Member Fee system and calculation for contracting parties as adopted in the current budget.

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

20. **Service Area.** The Service Area Members are each individual municipalities and are served by the Authority. Each Service Area Member is therefore a separate and independent Party under the terms of this 2019 Agreement and enjoys the rights and remedies provided for herein. In the event of a split in position or controversy between or among the Service Area Members, those Parties agree that such will be resolved within the context of the membership and governance of the Service Area and the provisions of this 2019 Agreement will not be used to frustrate the Service Area’s purposes or otherwise harm the operations of the Authority in providing services to the citizens of the Parties. Similarly, the Authority will assist to the degree reasonably possible any Party wishing to switch from a Contracting Entity to a Service Area Member, or vice versa, to accomplish that Party’s goal without discrimination or harm to any other Party. An alteration in the composition of the Service Area that does not increase the extent of the Authority’s services to another geographic area needs only to be accompanied by a written acknowledgement reflecting such composition without any need to undergo the

amendment process provided for in Paragraph 25. For example, if an unincorporated area that is part of the Service Area incorporates into a municipality or a metro township incorporates into a city, and such new entity remains in the Service Area such that Authority services will continue, no amendment is necessary and the new entity may simply sign an acknowledgement to be bound by the terms of this 2019 Agreement as a Party in its newly established form. It will then be considered, in its new form, as a Party to this 2019 Agreement without the need for further action by the other Parties

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

22. **Breach or Failure to Pay.**

- a. A failure to timely pay the Member Fee or other payment due to the Authority will be considered an immediate and material breach of this 2019 Agreement. Upon such failure to pay, the Authority will notify the breaching Party of the alleged breach and provide thirty days for the breaching Party to remedy the alleged breach. Authority will continue to provide the services provided for in this 2019 Agreement in light of the public safety impacts a cessation of services would cause, however, failure to remedy the alleged breach after thirty days will result in the Authority being allowed to declare a default of this 2019 Agreement. Upon declaration of default, the Authority may seek all remedies available at law

or equity (including the judicial remedy of injunctive relief to require the continued payment for services being provided), and the declaration of default will be deemed to constitute an involuntary Notice of Withdrawal to begin the process provided for in Paragraph 17 for the breaching Party.

- b. Upon a material breach of this 2019 Agreement by a Party not involving a failure to pay an amount due, the non-breaching Party or Parties will notify the breaching Party of the alleged breach and provide 30 days to remedy the alleged breach. If the breaching Party fails to remedy the alleged breach, the non-breaching Party or Parties may declare a Default of this 2019 Agreement and seek appropriate remedies in law or equity.

23. **Termination.** Due to the nature of the services being provided and the structure of the Authority, this 2019 Agreement cannot be terminated in its entirety except by the expiration of its term, by the mutual agreement of all Parties that the Authority should be dissolved as an interlocal entity, or by any other method now or hereafter provided in the Interlocal Cooperation Act, Utah Code Ann. §11-13-101 et.seq. The Agreement may be terminated as to an individual Party pursuant to the withdrawal process provided for Paragraph 17. Upon withdrawal this 2019 Agreement will be terminated with respect to the withdrawing Party, but any remaining payment obligations remaining after withdrawal and all the provision of Paragraph 15 (Indemnification) will survive the termination with respect to said Party.

24. **Dissolution.** The Authority may be dissolved and operations terminated upon the unanimous written consent of all Parties to this 2019 Agreement at the time of dissolution. Upon dissolution, all leases will terminate, all assets actually contributed by a Party still identifiable as separate property with a right of return will be returned to such Party and any remaining assets

(whether real property or personal property) of the Authority will be distributed based on a fraction, the numerator of which is the aggregate amount of Member Fees paid by a Party and the denominator of which is the aggregate amount of Member Fees paid by all of the Parties to the Authority for services. Any unpaid liabilities of the Authority will be paid by the Parties based on the same fraction. Such liability will be a joint liability.

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

- a. Amendments may be proposed to the Board by any Party or staff of the Authority.
- b.** The Board shall consider the proposed amendment and may only approve the advancement of the proposed amendment for review by the Parties by a vote of at least two-thirds of the Board present at a duly noticed meeting; i.e., the affirmative vote of at least two-thirds of all Board Members rather than two-thirds of a quorum of the Board Members present at the particular meeting.
- ~~b.~~ .
- c. Upon advancement, each Party (not including the Authority or the Service Area) must present the proposed amendment to their appropriate legislative bodies for review and consideration.
- d. Each Party (not including the Authority or the Service Area) will have sixty days to review the proposed amendment with its executive officers and legislative body and either provide notice of acceptance of the proposed amendment or suggest alternatives to be considered by the Board.
- e. Subsequent to this legislative review, the Board may approve a final amendment only by a vote of at least two-thirds of the Board at a duly noticed meeting; i.e. :

~~Such a the affirmative~~ vote ~~must be a vote to approve representing of~~ at least two-thirds of ~~the total all~~ Board ~~Members seats, not just the votes of those rather than~~ ~~two-thirds of a quorum of the Board Members~~ present at the particular meeting.

- f. Upon approval by the Board pursuant to this Paragraph, all Parties must agree to the final Amendment via a written document amending this 2019 Agreement within thirty days. Failure to agree to the approved Amendment will constitute an involuntary Notice to Withdraw pursuant to Paragraph 17.

26. **Notices.** All notices, requests, demands, and other communications hereunder will be in writing and given to any Party by delivering a copy, via U.S. Mail, to the Mayor (or if applicable to the form of government, the Council Chair or City Manager) of any municipal or County Party, sent to that Party's official governmental office address, with a copy also sent to the same official office and addressed to "City/County Attorney or Chief Counsel." For the Authority or Service Area, notices should be sent to the following:

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

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

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

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

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

- a. This 2019 Agreement maintains and affirms the creation of the separate interlocal entity known as the “Unified Fire Authority” that will operate using its own budget, may acquire real or personal property and may take any other act authorized by Utah law.
- b. The Authority will be governed by its Board and according to the provisions of this 2019 Agreement.
- c. Because this 2019 Agreement cannot take effect until it has met the requirements of the Interlocal Cooperation Act, each Party agrees by its signature that this 2019 agreement has been presented and approved by that Party’s legislative body by a resolution or ordinance that is in compliance with Utah Code § 11-13-202.5(2) and been submitted and approved by the attorney authorized to represent the Party in compliance with Utah Code § 11-13-202.5(3). Furthermore, upon approval and execution by the Parties, each Party agrees to keep a copy of this 2019 Agreement on file with the Party’s keeper of records.

28. **Entire Agreement.** This 2019 Agreement constitutes the entire agreement between the Parties regarding those subjects that are the subject matter of this 2019 Agreement, and this 2019 Agreement supersedes all prior agreements and understandings between the Parties pertaining thereto, except where otherwise specifically stated herein. Notwithstanding the foregoing, any prior agreements between any Parties, such as leases, land-use agreements,

easements, deeds, or other matters separate and distinct from the creation and operation of the Authority as an interlocal entity as provided for in this 2019 Agreement remain in full force and effect and subject to their own respective terms and conditions.

29. **Governing Law & Venue.** The provisions of this 2019 Agreement will be governed by and be construed in accordance with the laws of the state of Utah. Disputes and other issues between the Parties arising out of or related to this 2019 Agreement will be decided by litigation in the Third Judicial District Court of Salt Lake County, Utah.

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

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

32. **Severability.** In the event that any condition, covenant, or other provision hereof is held to be invalid, void, or unenforceable, the same will be deemed severable from the

remainder of this 2019 Agreement and will in no way affect any other covenant, condition, or other provision herein contained. If such condition, covenant, or other provision will be deemed invalid due to its scope or breadth, such provision will be deemed valid to the extent of the scope or breadth permitted by law.

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

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

[signatures begin next page]

EXHIBIT A

DEFINITIONS

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

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

FIRE MERIT SYSTEM

1. Employment in the United Fire Authority ("UFA") will be governed by the Fire Merit System as set out in the Agreement, this Fire Merit System Plan ("Plan"), and policies and procedures adopted under paragraph three below.
 - a. All employees of the UFA, with the exception of merit-exempt administrative staff and temporaries, will be covered by a Fire Merit System and their employment status will be governed by policies and rules adopted in accordance with this Plan.
 - b. Merit-exempt administrative employees may be appointed by the Board and shall include a fire chief and such other administrative positions which by their nature are confidential or key policy-making or both, and which cannot or should not be included in the merit system. Merit-exempt administrative employees are at will.

Merit-exempt employees, who appointment expires or is terminated except for cause, shall be returned to the previous merit position held.

- c. Temporary employees, which includes administrative or support staff employees who work less than 1040 hours per year, paid-call firefighters, or wild-land firefighters are merit-exempt and are at will.
2. The Merit System, and the policies adopted under this Plan, shall provide for the effective implementation of basic merit principles, including the following:
 - a. Hiring, selecting, advancing and disciplining employees based on ability, knowledge and skill;
 - b. providing fair and adequate compensation;
 - c. training employees to assure high quality performance;
 - d. retaining employees on the basis of adequate performance and separating employees whose inadequate performance cannot be corrected;
 - e. fairly treating all applicants and employees without regard to race, color, religion, gender, national origin, political affiliation, age, or disability or any other characteristic protected by federal or state law from discrimination;
 - f. providing information regarding political rights and prohibited practices; and
 - g. providing a procedure for informal employee grievances and formal appeals.
 3. The adoption of personnel policies and the establishment of a pay plan are legislative activities which are the responsibility of the Board.
 - a. Board shall adopt a comprehensive code of personnel policies and procedures regarding the employment status, procedures and benefits for all employees covered by the merit system, including fire fighters and non-fire fighters. Those personnel policies and procedures must be consistent with merit principles and with the provisions of this exhibit.
 - b. The Board shall adopt a comprehensive fire merit system classification plan and grade allocation system applicable to all merit- covered employees and shall prepare and establish a pay plan that includes salaries, incentives, leave, insurance, retirement, and other benefits.

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

5. The resolution of formal personnel grievances and appeals brought by Merit System employees is a judicial activity within the responsibility of a Merit Commission (“Commission”).
 - a. The Commission shall consist of three persons (“Commissioners”) appointed by the UFA Board.
 - b. Commissioners shall be persons who are experienced in personnel, civil service or related matters and who support basic merit principles. Commissioners may not hold elected office nor be employees of the UFA or of Salt Lake County or any municipality contracting with the UFA. Commissioners shall be appointed for three year terms, but the initial terms of commissioners shall be adjusted in order to stagger terms and one commissioner, chosen by lot, shall serve a two-year term, the second a three-year term, and the third a four-year term. Compensation of Commissioners shall be set by Board policies and procedures. Commissioners may be removed, by the Board, for cause, including failure to perform Commission activities. The internal organization of the Commission, including the appointment of a chair and the establishment of hearing procedures, shall be at the discretion of the Commissioners. Staff assistants and accommodations shall be provided by the Board.
 - c. Commissioners shall have the authority to hear and resolve appeals and disciplinary action which are brought by merit employees. In so doing, the Commission may affirm, modify, or vacate disciplinary action. The subject matter jurisdiction regarding appeals which may be heard by the Commission shall be established and defined by policies and procedures adopted by the Board; provided, however, that the Commission shall always have the authority to hear grievances regarding demotion, suspension without pay and termination. The Board, by policy and procedure, shall define employee grievances that are and are

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

- d. Any appeals by employees regarding general pay inequities which significantly affect the cost of Baseline Services (Agreement paragraph 3), are not heard by the Commission, but are appealed to and resolved by the UFA Board. Appeals regarding pay inequities shall be resolved in accordance with policies adopted by Board.
6. The UFA's operational services, including fire, paramedic, emergency and support staff services, are provided by the UFA Fire Department ("Department"). Personnel administration as set out below in the Department is the responsibility of the Fire Chief.
 - a. The Fire Chief is responsible for management of the Fire Department, including those operational personnel matters which are not specifically vested in the Coordinator under the provisions of this plan. The Fire Chief shall adopt and promulgate an operational procedures manual regarding standard operating procedures in the Department, including but not limited to personnel matters such as work schedules and assignments, payroll procedures, staffing, travel and training.
 - b. All employees are subject to disciplinary action based on misconduct or failure to perform, under the responsibility of the Fire Chief and as defined in policies and procedures adopted by the Board. Such policies and procedures shall comply with merit principles as established in this Plan. The right to review disciplinary action shall be established by policies and procedures, which shall distinguish between disciplinary action which is subject to formal appeal to the Commission and that which is subject to informal grievance internal to the Department.
 - c. The Fire Chief shall administer and support an internal grievance review system which may include mediation or a peer review board, as provided in Policies and Procedures adopted by the Board.
 - d. The Fire Chief shall be responsible to develop job descriptions, make final selections for appointments and promotions from registers as established herein, conduct performance evaluations and to carry out the responsibilities vested in the Fire Chief by Policies and Procedures and may make recommendations to the Board and the Director regarding merit system issues.
 7. Amendments to this Plan may be proposed by the Fire Chief, the Coordinator, a member of the Board, or other interested parties. A proposed amendment shall be submitted to the Board for consideration and review. The Board shall make a recommendation regarding the proposal and forward it to the legislative bodies of the County and of each city contracting with the UFA for consideration and approval. If at least two-thirds of the legislative bodies of the County and cities concur in the proposed amendment, it shall be adopted and become part of this plan.

EXHIBIT “B”

UFA Municipality Population - Adjusted to provide weight to SLCo Funding

Method: In addition to the weighted vote for the citizens it represents, the County would receive a percentage of weighted vote based on the amount of County-wide Services funding compared to the total budget. The process would deduct this amount and then reallocate the remaining percentage based upon population served. The budget process would determine the percentage of regional funding from the County compared to the total UFA budget. An example of the method is below:

Municipality	Population	% of Total	Adjusted %
Millcreek City	60,308	14.29%	13.26%
Taylorsville City	59,601	14.12%	13.11%
Riverton City	44,231	10.48%	9.73%
Herriman City	42,981	10.18%	9.45%
Salt Lake County Unincorporated*	10,193	2.42%	9.43%
Kearns Metro Township	35,242	8.35%	7.75%
Eagle Mountain City	34,632	8.21%	7.62%
Midvale City	34,263	8.12%	7.53%
Cottonwood Heights City	33,626	7.97%	7.39%
Holladay City	31,110	7.37%	6.84%
Magna Metro Township	27,450	6.50%	6.04%
White City Metro Township	5,599	1.33%	1.23%
Emigration Metro Township	1,623	0.38%	0.36%
Copperton Metro Township	812	0.19%	0.18%
Alta Town	378	0.09%	0.08%
TOTAL	422,049	100.00%	100.00%

*Adjusting for SLCo Funding	SLCo Funding	Total Budget	
SLCo funding % of total budget	5,561,377	77,331,732	7.19%
Percentage of total weighted vote divided between all municipalities			92.81%

Source: Kem Gardner Policy Institute, University of Utah

Salt Lake and Utah County Subcounty Estimates

Subcounty Estimates Data (Excel Format) / City-Population tab / Total Population column

October 1, 2019

UNIFIED FIRE AUTHORITY
Resolution No. **10-2019A of 2019**
(Revised and Restated Interlocal Agreement Creating Unified Fire Authority)

A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN INTERLOCAL
COOPERATIVE AGREEMENT TO REVISE AND RESTATE THE CREATION AND
GOVERNANCE OF THE UNIFIED FIRE AUTHORITY

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

B. The Unified Fire Authority (the “Authority”) and its member entities are public agencies for purposes of the Interlocal Cooperation Act.

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

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

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

F. The Chief Legal Officer of the Authority has reviewed and approved the form of the 2019 Interlocal Agreement as required by Utah Code Ann. §11-13-202.5(3).

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

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

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

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

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

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

Passed by the Board of the Unified Fire Authority, this 15th day of October, 2019.

UNIFIED FIRE AUTHORITY

By: _____
Chair

APPROVED AS TO FORM:

ATTEST:

Chief Legal Counsel

Clerk

EXHIBIT "A"



UNIFIED FIRE AUTHORITY

TO: Board of Directors
FROM: Dan Petersen, Fire Chief
SUBJECT: Weighted Voting
DATE: October 14, 2019

The Board of Directors began addressing considerations for a revised and restated Interlocal Agreement in late 2017. The Governance Committee identified the most controversial items and began presenting these specific issues to the Board of Directors one at a time. Weighted voting was identified as an important issue for many Board Members and was one of those controversial issues.

After several months of discussion, four voting options were presented by the Governance Committee to the Board of Directors at the November 2018 Board Meeting. Board Members were asked to consider the options and prepare for a discussion at the December 2018 Board Meeting. Those options included: One member - one vote; one vote for municipalities with populations in excess of 15,000/25,000, with the County receiving one vote; voting weighted by the cost to provide service to the member (with UFSA determining how to divide their cost); voting weighted by population.

At the December 18, 2018 Board Meeting, the Board considered all four options and determined, by consensus, that population was the most appropriate. The Board directed staff to develop the option of a population-weighted vote with a "trigger" related to budgetary or financial issues, which would then activate the rules for weighted voting. Staff was directed to prepare this proposal for consideration at the January 2019 Board Meeting.

At the January 15, 2019 Board Meeting, the Board considered a proposal that provided one member one vote for all matters not having a budget impact. For budget matters, two members could call for a weighted vote, which would then be based on percentages of the population. This proposal received consensus from the Board of Directors for inclusion in the overarching work on the Interlocal Agreement in preparation for a future vote by the Board of Directors.

In September of 2019, the County expressed displeasure with the population weighted vote method proposed in the ILA. They believed the additional funding provided to the UFA should carry additional weight. Through meetings with Associate Deputy Mayor Mike Reberg, a hybrid was developed providing additional weight to the County based on their regional funding, specifically, the canyon fee and emergency management program. I presented this option to Board Members via memo on October 2, 2019. Directors were asked to consider this concept and be prepared to discuss the issue at the October 15, 2019 Board Meeting. Municipalities were invited to discuss this further prior to the Board Meeting.

As the Fire Chief/CEO, I met individually with several Board Members and city staff on this issue since the memo was distributed. Based on those meetings, we have expanded the options for weighted vote. The trigger remains a budget matter and requires two members to call out. The weighted voting options are identified below and further defined in the attachments to this memo:

- POPULATION
- HYBRID OF POPULATION AND ADDITIONAL SALT LAKE COUNTY FUNDING
- MEMBER FEE with the UFSA Weight divided by the taxable value of each member
- 50% MEMBER FEE / 50% POPULATION

With the addition of funding to the potential for weighted voting, there has been a recommendation that the County representation be reduced to a single elected official as opposed to two as originally agreed to with the population vote.

I believe the number of options and the limited time for review by all Board Members will make a decision difficult during the October Board Meeting, and I recommend consideration for the Interlocal Agreement be made without the weighted voting during the October 15, 2019 Board meeting. This will allow all Board Members the time for thoughtful discussion with their governing body in preparation for consideration of weighted voting at the November 2019 Board Meeting, and final consideration of the full Interlocal Agreement in December 2019.

POPULATION WEIGHTED VOTE

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

Source: Kem Gardner Policy Institute, University of Utah: July 1, 2018

[Salt Lake and Utah County Subcounty Estimates](#)

Subcounty Estimates Data (Excel Format) / City-Population tab / Total Population column

October 1, 2019

HYBRID: POPULATION AND SLCo FUNDING WEIGHTED VOTE

Concept: Provide additional weight to Salt Lake County for their funding of regional services provided by the UFA (Currently the Canyon Fee and Emergency Management).

Method: The County would receive their percentage of vote from this funding plus the citizens they represent. The spreadsheet would deduct that from the 100% of the population and the remaining weight would then be divided by population served. The budget process would determine the percentage of regional funding from the County compared to the total UFA budget.

<u>Municipality</u>	<u>Population</u>	<u>% of Total</u>	<u>Adjusted %</u>
Millcreek City	60,308	14.29%	13.26%
Taylorsville City	59,601	14.12%	13.11%
Riverton City	44,231	10.48%	9.73%
Herriman City	42,981	10.18%	9.45%
Salt Lake County Unincorporated*	10,193	2.42%	9.43%
Kearns Metro Township	35,242	8.35%	7.75%
Eagle Mountain City	34,632	8.21%	7.62%
Midvale City	34,263	8.12%	7.53%
Cottonwood Heights City	33,626	7.97%	7.39%
Holladay City	31,110	7.37%	6.84%
Magna Metro Township	27,450	6.50%	6.04%
White City Metro Township	5,599	1.33%	1.23%
Emigration Metro Township	1,623	0.38%	0.36%
Copperton Metro Township	812	0.19%	0.18%
Alta Town	378	0.09%	0.08%
TOTAL	422,049	100.00%	100.00%

<u>*Adjusting for SLCo Funding</u>	<u>SLCo Funding</u>	<u>Total Budget</u>	
SLCo funding % of total budget	5,561,377	77,331,732	7.19%
Percentage of total weighted vote divided between all municipalities			92.81%

Source: Kem Gardner Policy Institute, University of Utah: July 1 2018

[Salt Lake and Utah County Subcounty Estimates](#)

Subcounty Estimates Data (Excel Format) / City-Population tab / Total Population column

October 1, 2019

MEMBER FEE WEIGHTED VOTE

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

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

October 12, 2019

UFSA BREAKDOWN BY 2019 TAXABLE VALUE

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

50% POPULATION - 50% MEMBER FEE WEIGHTED VOTE

<u>Member</u>	<u>POPULATION</u>	<u>MEMBER FEE</u>	<u>50/50</u>
Millcreek City	14.29%	17.97%	16.13%
Taylorsville City	14.12%	11.52%	12.82%
Riverton City	10.48%	10.77%	10.62%
Herriman City	10.18%	8.47%	9.33%
Salt Lake County Unincorporated	2.42%	16.03%	9.22%
Midvale City	8.12%	7.48%	7.80%
Cottonwood Heights City	7.97%	6.89%	7.43%
Eagle Mountain City	8.21%	6.15%	7.18%
Kearns Metro Township	8.35%	4.31%	6.33%
Holladay City	7.37%	4.67%	6.02%
Magna Metro Township	6.50%	3.71%	5.11%
White City Metro Township	1.33%	0.82%	1.07%
Emigration Metro Township	0.38%	0.84%	0.61%
Alta Town	0.09%	0.28%	0.18%
Copperton Metro Township	0.19%	0.11%	0.15%
TOTAL	100.00%	100.00%	100.00%

October 12, 2019



7505 S. Holden Street
Midvale, UT 84047
Office: 801-567-7200
Fax: 801-567-0518

October 1, 2019

Chief Mike Watson
Unified Fire Authority
3380 South 900 West
Salt Lake City, UT 84119

RE: Surplus Handheld Radios

Dear Chief Watson,

Midvale City Public Works Department is working to get handheld radios for our crews that will be used for both daily activities and for emergency management purposes. It is our understanding that the Unified Fire Authority (UFA) routinely updates radios by trading-in older working surplus radios back to Motorola when new radios are purchased at a discount under the Legacy Program.

With the future changes in the UCAN radio system, we have been advised that finding used radios would be the best use of resources until more affordable models become available. As a member city of UFA, we respectfully ask if the department has any used radios that it can surplus to Midvale for this purpose?

I've spoken with Mr. Jon S Tait, with Motorola Solutions Inc. that has the state contract on Motorola radios. Mr. Tait confirmed for me that they will honor the Legacy trade-in price for an equal number of radios that UFA makes available to Midvale City. This offer means that the new radios that UFA purchases will cost the same as if old radios were traded in. Jon's contact information is P-801-571-7649, C-801-301-3504 email: Jon.Tait@motorolasolutions.com if you need to confirm this commitment.

Under these circumstances, Midvale respectfully requests a donation of these radios at no cost or a price that covers any expenses that UFA feels that it must recoup. Twelve radios would be ideal for our needs, but we will be willing to accept whatever the department feels it can make available.

Thank you for considering this request and for the relationship that we share in providing outstanding service to our citizens of Midvale.

Sincerely,

Bryce K Haderlie
Assistant City Manager/
Administrative Service Director

Cc: Kane Loader, City Manager

Station	Municipality	Community Room	Isolated from Station	Ammentities	Comments
101	MILLCREEK	Yes	Yes	Bathroom, drinking fountains.	Must walk across front apron to access parking
102		No			
103		No			
104	HOLIDAY	Yes	Yes	Bathroom, tower access	Conference room is slightly smaller than others
106	MILLCREEK	Yes	Yes	Bathroom, drinking fountains	Parking at rear of building, must walk to front to access community area.
107		No			
108	BRIGHTON	Yes	No. But can be completed.	Bathrooms, sink, countertop, access to offices, fireplace	Need to lock one of the doors leading to gym to isolate from bay. \$980 to install lock and Brighton City signage.
109		No			
110		No			
111	MAGNA	Yes	Yes	Bathroom, drinking fountains	Parking in rear of station, tough access to parking through businesses.
112		No			
113		No			
115		No			
116		No			
117		No			
118		No			
119	EMIGRATION	Yes	Yes	Bathroom, drinking fountains, sink	
120		No			
121		No			
123	HERRIMAN	Yes	Yes	Bathrooms, Serving Area, Sounds System, Screen, Can be divided in 1/2, Podium	Limited parking for size of space.
124	RIVERTON	Yes	Yes	Bathrooms, drinking fountains	
125		No			
126	MIDVALE	Yes	Yes, but not isolated from IO offices, etc.	Bathrooms, Sink, Room can be divided, multiple entries (on Community Services Side)	No card reader on front door. Most parking is in rear. No real opportunity to isolate from remainder of IO Offices but is isolated from station/bay.
127		No			
251		No			
252	EAGLE MTN	Yes (small room)	From living quarters, not from bay	Bathroom has door to lobby and truck bay. Would need modified. May lose this area to living quarters expansion.	If expand staffing, no community space will be available. If remains as is, bathroom to bay will need to be modified. \$2500 estimate
Fire Training		No			
Logistics		Yes	Isolated from Bays, not other offices	Bathrooms, Main Conference room, Training room, 2nd Floor Conference Room	Not currently customary to lock offices. If offices are locked, access is limited to the community areas and hallways. Need a locksmith to key locks \$1000.