

THIS AGENDA IS SUBJECT TO CHANGE WITH MINIMUM 24 HOURS NOTICE



UNIFIED FIRE AUTHORITY BOARD AGENDA

March 15, 2022, 7:30 a.m.

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

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

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

Password: 123911

1. Call to Order – Chair Dahle
2. Public Comment
Please limit comments to three minutes each. The UFA Board typically will not engage directly but may direct staff to address comments following the meeting.
There are three options for comments during this meeting:
 - a. In-Person.
 - b. Live during the Webinar by logging in as described above. If you wish to make a comment, select the “Raise Hand” button at the bottom of the screen. You will then be added to the queue and invited to speak.
 - c. EMAIL: Public comments will be accepted prior to the meeting via email at publiccomment@unifiedfire.org until 7:00 a.m. March 14, 2022. Emailed comments submitted prior to 7:00 a.m. March 14, 2022, will be read or summarized into the record, comments received after the deadline will be forwarded to the UFA Board, but not read into the meeting record or addressed during the meeting.
3. Civilian Rescue Recognition – Chief Petersen
4. Minutes Approval – Chair Dahle
 - a. February 15, 2022
5. Consent Agenda
 - a. Review of February Disbursements – CFO Hill
6. Committee Updates
 - a. Benefits & Compensation Committee (Next meeting 3/30/22) – Chair Dahle
 - b. Governance Committee (No meeting) – Chair Silvestrini
 - c. Finance Committee (Next meeting 4/15/22) – Chair Stewart
7. Public Hearing to Receive and Consider Comments on Proposed Amendments to the 2021-2022 Fiscal Year Budget – CFO Hill

8. Consider Resolution 03-2022A to approve the Second Budget Amendment for the 2021-2022 Fiscal Year – CFO Hill
9. Seismic Retrofit Update – DC Robinson
10. Fire Chief Report
 - a. Women FF Leadership Symposium
 - b. Legislative Wrap-Up – Dave & Ashley Spatafore
11. Possible Closed Session

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

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

A closed meeting may also be held for attorney-client matters that are privileged pursuant to Utah Code § 78B-1-137, and for other lawful purposes that satisfy the pertinent requirements of the Utah Open and Public Meetings Act.

Re-Open the Meeting

12. Consider Resolution 03-2022B to Extend Employment Offer For the Position of Fire Chief Pending Negotiation and Execution of Employment Agreement – Chair Dahle
13. Consider Resolution 03-2022C to Amend the Employment Agreement of the Chief Legal Officer – Chair Dahle/Chief Petersen
14. Adjournment – Chair Dahle

The next UFA Board meeting will be held April 19, 2022, at 7:30 a.m. both electronically and at UFA Headquarters located at 3380 South 900 West, Salt Lake City, UT 84119

THE PUBLIC IS INVITED TO PARTICIPATE IN ALL UFA MEETINGS.

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

CERTIFICATE OF POSTING

The undersigned, does hereby certify that the above agenda notice was posted on this 11th day of March, 2022, 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 within the jurisdiction of the public body.

Cynthia Young, UFA Board Clerk



UNIFIED FIRE AUTHORITY BOARD MINUTES

February 15, 2022, 7:30 a.m.

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

1. Call to Order
Quorum was obtained
Chair Dahle called the meeting to order at 7:32 a.m.
2. Public Comment
None
Public comment was made available live and with a posted email address

Mayor Dahle awarded Chief Petersen his 5-Years of Service coin and certificate
3. Approval of Minutes
Council Member Stewart moved to approve the minutes from the January 18, 2022, UFA Board Meeting as submitted
Mayor Weichers seconded the motion
All voted in favor, none opposed
4. Administer Oath of Office for New Board Member Catherine Harris
Catherine (Rin) Harris was sworn in
5. Board Elections
 - a. Vice Chair Election
 - CLO Roberts explained that this vote was held over from last month to allow Board Members the opportunity to consider this position
 - With the many new Board Members, CLO Roberts felt that it was wise to pause on this position in order to allow new members the opportunity to experience a complete budget process prior to committing
 - CLO Roberts is suggesting that appointment of this position be delayed until July
 - Council Member Perry will fill the roll of VP for the coming months if necessary
Council Member Hull nominated Council Member Perry to act-in as Vice Chair until an election is held in July
Mayor Overson seconded the motion

Roll call vote taken

Bailey	Y	Overson	Y
Bourke	Y	Perry	Y
Butterfield	Y	Silvestrini	-
Dahle	Y	Stevenson	Y
Harris	Y	Stewart	Y
Henderson	-	Theodore	Y
Hull	Y	Weichers	Y
Kanter Hartman	Y	Westmoreland	Y
Knopp	Y		

6. UFA Board Ethics Policy

- CLO Roberts asked that all Board Members sign the Ethics Policy acknowledgement sheet now that they have had a month to review the policy

7. Consent Agenda

a. Review of January Disbursements

- No discussion, nothing out of the ordinary per CFO Hill

Council Member Perry moved to approve the January disbursements as submitted

Mayor Knopp seconded the motion

All voted in favor, none opposed

8. Committee Updates

- Benefits & Compensation Committee
 - Meeting held 2/14/22
 - Mayor Dahle gave an overview of the budget process for new Board Members
 - Explaining the work to achieve Top 3 for sworn
 - Mayor Dahle reviewed what was discussed at the meeting
 - SelectHealth and usage rates
 - CPI direction and inflation
 - Civilian Reviews and impact
 - Chief is recommending a 7% COLA to maintain the market position with other agencies which results in a 9% Member Fee increase
 - Mayor Dahle stated that outside of COLA, the increases that amount to the budget are small in terms of the asks
 - Love to hear where other Board Members are leaning and what has come up within their council meetings
 - HR Director Day will continue monitoring the market so that the Board Members can see just how aggressive others will be with COLA
 - Mayor Dahle stressed the importance of providing the UFA Finance Committee realistic numbers to work with
- Governance Committee
 - No meeting held
- Finance Committee
 - Next meeting 4/15/22
 - Chair Stewart stated that the next 30 days are critical to see where the market stands

- Reminded all Board Members that they are welcome to attend the upcoming meeting where the recommendations from Benefits & Compensation will be reviewed

9. Consider the Date of March 15, 2022 for a Public Hearing to Receive and Consider Comments on Proposed Amendments to the 2021-2022 Fiscal Year Budget

Council Member Stewart moved to set the date of March 15, 2022 for a Public Hearing to receive and consider comments on proposed amendments to the 2021-2022 Fiscal Year Budget

Council Member Hull seconded the motion

All voted in favor, none opposed

USAR (Urban Search & Rescue) Lease Update

- UFA is the sponsoring agency for USAR
- USAR is 95% funded by the Federal Government and leases space in the Logistics Building for all of the equipment
- The request is to allow the extension of the lease at the current rate of \$7,908 for the 24% of the space occupied and for 24% of the utility costs as well
- Mayor Dahle clarified that the \$7,908 is 24% of the overall lease
- Council Member Stewart asked that a memo of such be created to memorialize the agreement and solidifies the calculation of the rate such as was done with Brighton when the city council asked to utilize space in the station
- Mayor Dahle also asked if UFSA is the lessor
 - CFO Hill clarified that UFSA loaned the money to UFA to buy the building and UFA is paying UFSA back that loan
 - UFA owns the building
 - Mayor Dahle asked if the lease rate is at the legitimate market rate
 - CFO Hill stated that it's not really the lease market rate, it is the amount of payback to the UFSA for loaning the money to UFA and USAR is 24% of that as their prorated share
- CFO Hill stated that this information will be added to the agreement and be specifically listed

10. Seismic Retrofit Update

- Stations 110 and 116 Cottonwood Heights
 - The station structural retrofit work is underway on Stations 110 and 116 in Cottonwood Heights
 - Paulsen Construction is ahead of schedule at Station 116
 - All demo work and bracing upgrades have been completed
 - Expecting completion of that project at Station 116 in the next couple of weeks
 - Masonry retrofit is underway at Station 110 and expecting work to begin on the interior of the station at the end of this month
 - Crews will be somewhat impacted, but it is anticipated that they will not be required to move out of the station
 - Station 110 work is on schedule
- Stations 107, 109, 115
 - Design work on these stations should be wrapping up
 - Anticipate posting the RFP for general contractor services sometime in February
- 20 Non-Structural Retrofits
 - Aside from a few punch-list items, all work has been completed
 - Also included in this project are the three emergency generators

- Not much movement on those, still seeing long lead times
- Station 113
 - Contractor is still working with MSD to secure the building permit
 - That generator will be ordered once that permit is secured

8. Fire Chief Report

- 5-Year Progress Poster
 - All Board Members were given a 5-Year Progress poster reflecting all accomplishments over the past 5 years
 - UFA is proud of the work in the last 5 years and this poster reflects the reality of where UFA is now
- Women FF Leadership Symposium
 - Chief Petersen provided an overview of the symposium UFA is hosting February 24-25
 - This is strictly for women FF's from the local area and from a few larger communities out of state (Mesa AZ, Memphis TN, Tualatin OR, Sacramento CA, Spokane WA, Boise ID, Orange County CA, Fairfax VA)
 - The female sworn workforce has increased to 4.3% of the total workforce
 - Chief feels that the more diverse, particularly in this area, the better service provided to the community
 - There are many challenges that women FF's find when entering and working within a predominantly male field
 - Many issues have been addressed and Chief sees that this is a nationwide challenge that is unlike civilian work environments since crews live together for 48 hours
 - This leadership seminar will help our women FF's deal with challenges as they prepare to step into leadership roles
 - 50 slots were filled within a day, with a waiting list of over 10
 - The U.S. Fire Administrator appointed by President Biden is the keynote speaker
 - Have received sponsorship from many local entities to the point where there is no cost for UFA to host
- Legislative Update – AC Pilgrim
 - AC Pilgrim participates in the ChamberWest legislative group, the Utah Association of Special Districts, and closely monitors what's going on with the League of Cities and Towns
 - The goal is to make sure that all concerns and interests are being captured to help formulate our stance or our opinions on various bills
 - The State Fire Chiefs meet weekly on some of the bigger fire service issues that are impacting agencies within the state
 - Two retirement bills: House Bill 12 and House Bill 61 have gone through several iterations to this point
 - It is unknown if either of these are really going to have a positive impact on the fire service, there is definitely an advantage for law enforcement
 - Will continue to monitor them
 - HB 169, State and Local Employees Disaster Services
 - Has a bigger impact to our cities rather than UFA
 - This came about with the recent challenges with some local and national events

- SLCo in particular had a lot of challenges, staffing, vaccination clinics and testing locations, but all the while employees were sitting idle or maybe not trained or qualified to step into these roles
- The intent of this bill is to provide a locality, the ability to reassign employees to disaster related response versus their normal jobs
- There were some concerns initially that even for us as a fire service, where our primary function is emergency services, that reassignments could take place to something that's not traditional fire service
- This concern resonates with many of the cities as well
- DC Mecham has been heavily engaged with this bill, paying close attention to how it continues to evolve as well
- Public Safety Disability Benefits is another that is being watched closely
 - Unsure of any fiscal impact, it provides a long-term disability benefit to public safety personnel in the Tier 2 Retirement System
 - Currently the Tier 1 employees are provided a long-term disability benefit
 - Tier 2 is not quite the same, so this bill will require agencies to provide that benefit, which ultimately is a benefit to those employees and is the right thing to do to make sure that they're taken care of in the event that something catastrophic happens
- Senate Bill 46, Medical Cannabis Patient Protection Bill
 - UFA had a neutral stance on this based off of our internal policies and partnerships with federal government
 - UFA is held by strict regulations and standards and the Drug & Alcohol Policy is very clear on UFAs stance on all substances, not just marijuana
 - UFA employees are educated on that, but this is something that will continue to be monitored closely as it may potentially impact the fire service
 - UFA wants to ensure that policies and practices are in line with statute
- House Bill 23, First Responder Health Services
 - This one will require all public safety agencies to provide some sort of behavioral health services to the employee, their family members, and retirees
 - Currently UFA has done that to all the above, except for retirees, but have been exploring this before this legislation
- Council Member Stewart clarified that HB169 is being monitored rather than promoted
 - Council Member Stewart was also glad to see the progress on HB23 and feels that at the end of the day, make sure those in public safety have the help needed
- Council Member Hull asked what DC Mecham concerns would be on HB169
 - His concerns are based off of the unique experience with COVID
 - Working directly with SLCo, many times was faced with dealing with those challenges of trying to find employees to fill critical needs, knowing there are a lot of others who may be available, but unable to work based off of different job requirements, restrictions, or lack of training, etc.
 - There are several other states that have done this, Texas, Florida, Ohio, Indiana, California, have all implemented similar legislation
- Council Member Hull also inquired as to training of these individuals and whether it would take place prior to emergencies
 - AC Pilgrim explained that the intent would be every locality would have an emergency operations plan and within that plan, ideally there would be designated roles and training
- Council Member Stewarts concern originally was for his city, with UFA providing fire service, the impact that SLCo could potentially take and pull upon UFA, he felt like there needed to be more clearly defined lines

- Chief Petersen shared a similar concern that UFA remain the primary responders
 - The focus continues to be the impact to UFA and our communities when looking at all legislation
 - Chief Petersen also noted that there lacked verbiage allowing one independent entity from reassigning personnel from a separate independent entity
 - Chief Petersen likes the idea of making it happen, it would make sense to make this fit if training was provided
 - It would all be internally within your own entities to make those decisions
- Fire School 101
 - Local 1696 Vice President Young announced the date for Fire School 101 2022 and extend an invitation to board and council members
 - A brief overview of what Fire School 101 entails was given
 - This introduction to the fire service and what UFA employees do for the public is the focus of the day spent at the Fire Training Grounds in Magna
 - May 13, 2022, an invitation is pending
 - Chief Petersen explained how this gives Board Members the chance to feel what it's like to wear an airpack, fight a fire, climb the ladders, etc.
 - Reminding all not to worry about their physical capability, the pace is controllable
 - Council Member Hull expressed how positive the experience was for her and how it helped her appreciate what FF's go through daily, their strength and ability and mental toughness
 - Highly recommend it
- Mapleton FD Donation Request – AC Burchett
 - A request for expired turnouts was received from Mapleton FD
 - Requests such as this are outside of the current Surplus Policy and is being brought before the Board
 - Logistics has ample surplus turnouts to accommodate this request
 - These turnouts have no value
 - Council Member Stewart inquired as to the additional items on the request
 - AC Burchett stated that UFA will be unable to fill the request for the additional items listed on the request as much of it was given to JATC
 - There were no further concerns or questions from the Board, the turnouts will be donated to Mapleton FD
- Naming of Fire Stations – AC Burchett
 - The discussion in the past has been to develop an avenue for the community to take ownership in naming of the stations
 - Currently there are 3 stations with official names, but it is unknown as to how this came about and how the names were chosen
 - AC Burchett is asking to formalize a process that provides parameters
 - Mayor Overson expressed the importance that the name gives as a connection for the community and the station
 - AC Burchett stated that naming of the station funding is available through the bond, but for stations already constructed, this will need to be budgeted for and the cost would land with the owner of the station
 - Board Members felt strongly about the importance of this being a community involved project and were in full support

- Chief Petersen stated that each community can determine this method for themselves and each council can determine the pace with their community on this project, reach out to AC Burchett directly going forward
- AC Burchett will begin conversations with Mayor Stevenson and Mayor Bourke as they both are prepared to begin this project

Mayor Dahle reminded the Board

- Fire Chief Process Ad Hoc Committee meeting on March 9 to review the questions and issues then the Meet and Greet will take place that evening, 6:00-7:30 p.m.
- The results from the 360's will be received prior to the 9th
- Interviews on March 10, 8:00-5:00
- March 15, 2022 Board Meeting, deliberation in Closed Session in preparation for recommendation to the full Board

9. Closed Session

None

10. Adjournment

Council Member Stewart moved to adjourn the February 15, 2022, meeting
Council Member Hull seconded the motion
All voted in favor, none opposed

BOARD MEMBERS IN ATTENDANCE:

Council Member Kathleen Bailey
Council Member Chrystal Butterfield
Council Member Catherine Harris
Mayor Robert Dahle
Council Member Trish Hull
Lisa Hartman, SLCo,
Catherine Kanter Alternate
Mayor Marcus Stevenson
Mayor Dan Knopp
Council Member Jared Henderson

Mayor Kristie Overson
Mayor Mike Weichers
Council Member Allan Perry
Council Member Sheldon Stewart
Mayor Roger Bourke
Mayor Jeff Silvestrini
Mayor Tom Westmoreland
Council Member Dea Theodore

BOARD MEMBERS ABSENT:

Deputy Mayor Catherine Kanter

STAFF IN ATTENDANCE:

CFO Tony Hill
Chief Petersen

CLO Roberts
Cynthia Young, Clerk

OTHER ATTENDEES:

Aaron Whitehead
Anthony Widdison
Aaron Lance
Bill Brass
Brad Larson
Brian Case
Calogero Ricotta

David Chipman, public
Dom Burchett
Dustin Dern
Erica Langenfass
Embret Fossum
Jay Torgersen
Justin Noall

Kate Turnbaugh
Kiley Day
Kiyoshi Young
Lana Burningham
Larson Wood
Lee Ascarte
Nathan Cherpeski, Herriman
Nile Easton
Patrick Costin
Paul Fotheringham
Rachel Anderson
Riley Pilgrim
Stephen Higgs
Steve Quinn
Tim Tingey, CWH
Zach Robinson
Tua Tho

DRAFT

UNIFIED FIRE AUTHORITY
CASH DISBURSEMENTS - GENERAL FUND POOLED CHECKING
FEBRUARY 2022

GL Period	Check Date	Ref#	Vendor Name	Invoice#	Check Amount
Feb-22	2/25/2022	2	PAYROLL TRANS FOR 02/15/22 PAY PERIOD	N/A	\$ 1,357,087.22
Feb-22	2/10/2022	1	PAYROLL TRANS FOR 01/31/22 PAY PERIOD	N/A	1,336,972.41
Feb-22	2/10/2022	85612	SELECTHEALTH	Multiple	546,036.70
Feb-22	2/10/2022	2102022	UTAH RETIREMENT SYSTEMS	Multiple	528,092.38
Feb-22	2/2/2022	2022022	UTAH RETIREMENT SYSTEMS	Multiple	522,615.05
Feb-22	2/3/2022	2032022	UTAH RETIREMENT SYSTEMS	Multiple	514,040.22
Feb-22	2/6/2022	2062022	WELLS FARGO BUSINESS CARD	Multiple	289,542.07
Feb-22	2/11/2022	8	EFTPS - 02/10/22 PAYROLL	N/A	257,261.59
Feb-22	2/28/2022	11	EFTPS - 2/28/22 PAYROLL	N/A	253,929.94
Feb-22	2/25/2022	12	STATE TAX W/H ACH - FEBRUARY 2022 PAYROLL	N/A	167,368.43
Feb-22	2/10/2022	85626	PUBLIC EMPLOYEES HEALTH PROGRAM	2102022	67,910.38
Feb-22	2/10/2022	2102022	WELLS FARGO ADVISOR FBO UFA4064-8710	Multiple	61,280.94
Feb-22	2/16/2022	21624	LES OLSON COMPANY	Multiple	54,903.77
Feb-22	2/17/2022	85631	FUEL NETWORK	F2207E00914	46,650.75
Feb-22	2/17/2022	85634	MUNICIPAL EMERGENCY SVCS	IN1661767	46,163.40
Feb-22	2/16/2022	21623	GCS BILLING SERVICES	2800	35,026.92
Feb-22	2/2/2022	20223	CDW GOVERNMENT LLC	R181606	29,208.76
Feb-22	2/9/2022	2092022	UTAH DEPT WORKFORCE SERVICES	Multiple	27,692.60
Feb-22	2/10/2022	85619	CUSTOM BENEFIT SOLUTIONS, INC.	2102022	21,669.22
Feb-22	2/17/2022	85640	UTAH VALLEY UNIVERSITY	J0180339	21,308.00
Feb-22	2/17/2022	85636	ROCKY MTN POWER	Multiple	19,854.32
Feb-22	2/10/2022	85618	AFLAC GROUP INSURANCE	2102022	18,219.80
Feb-22	2/8/2022	6	FUNDS TRANSFER FROM FIRE TO EM - SALE OF VEHICLE	N/A	16,700.00
Feb-22	2/24/2022	85656	UNIFIED FIRE SERVICE AREA	141	15,671.76
Feb-22	2/24/2022	85653	COMCAST	139496925	15,532.06
Feb-22	2/9/2022	7	TRANSFER FUNDS FOR PATIENT REFUNDS 02/09/22	N/A	14,229.37
Feb-22	2/17/2022	85629	DOMINION ENERGY	Multiple	13,668.85
Feb-22	2/23/2022	22322	APPARATUS EQUIPMENT & SERVICE, INC	21-IV-5940	12,742.74
Feb-22	2/17/2022	85641	ZOLL	Multiple	12,238.50
Feb-22	2/23/2022	22324	MAYORS FINANCIAL ADMIN	MFA0000782	12,222.39
Feb-22	2/23/2022	22323	LES OLSON COMPANY	Multiple	11,470.02
Feb-22	2/3/2022	1	FUNDS TRANSFER FROM FIRE TO EM - SLCO COVID REIMB 2/3/22	N/A	10,954.85
Feb-22	2/17/2022	85639	UNIVERSITY MEDICAL BILLING	44592	10,435.00
Feb-22	2/10/2022	85622	LOCAL 1696 - IAFF	2102022	9,161.62
Feb-22	2/2/2022	20222	BUDGET BODY AND PAINT	Multiple	8,437.82
Feb-22	2/3/2022	85591	APA BENEFITS INC	Multiple	7,981.32
Feb-22	2/10/2022	85613	TELEFLEX LLC	9504975562	7,500.00
Feb-22	2/10/2022	85617	XANTIE LLC	1960	6,822.50
Feb-22	2/10/2022	85614	UNIVERSITY OF UTAH	UFA-2022-1	6,240.00
Feb-22	2/24/2022	85659	ZOLL	INV00106590	6,119.25
Feb-22	2/3/2022	85592	DOMINION ENERGY	Multiple	5,828.28
Feb-22	2/24/2022	85654	DOMINION ENERGY	Multiple	5,688.47
Feb-22	2/10/2022	85602	DEPARTMENT OF PSYCHIATRY	2022106	5,507.43
Feb-22	2/16/2022	21625	NAPA AUTO PARTS	44592	4,510.13
Feb-22	2/17/2022	85638	SYMBOL ARTS, LLC	Multiple	3,757.50
Feb-22	2/10/2022	85620	FIDELITY SECURITY LIFE INSURANCE CO	2102022	3,219.58
Feb-22	2/24/2022	85655	RESCUE DIRECT	Multiple	2,892.07
Feb-22	2/9/2022	20925	WEIDNER FIRE	Multiple	2,752.67
Feb-22	2/3/2022	85593	FULLY INVOLVED STITCHING LLC	7124	2,575.00
Feb-22	2/10/2022	85603	DOMINION ENERGY	Multiple	2,425.66
Feb-22	2/10/2022	85599	BLOMQUIST HALE EMPLOYEE ASSISTANCE	FEB22259	2,230.00
Feb-22	2/10/2022	85605	INFOARMOR	6864JAN22	2,135.25

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\2022-02 Disbursements\10

UNIFIED FIRE AUTHORITY
CASH DISBURSEMENTS - GENERAL FUND POOLED CHECKING
FEBRUARY 2022

GL Period	Check Date	Ref#	Vendor Name	Invoice#	Check Amount
Feb-22	2/2/2022	20224	SERVICEMASTER OF SALT LAKE	135657	2,124.65
Feb-22	2/10/2022	85621	FIREFIGHTERS CREDIT UNION	02102022TV	2,121.00
Feb-22	2/3/2022	85595	KRONOS INCORPORATED	11866214	1,958.35
Feb-22	2/1/2022	2	RECORD US MERCHANT FEE 2/1/22	N/A	1,930.94
Feb-22	2/17/2022	85630	DOMINION ENERGY	G-ADM 1/22	1,847.54
Feb-22	2/10/2022	85610	PURCELL TIRE CO.	Multiple	1,843.00
Feb-22	2/10/2022	85625	OFFICE OF RECOVERY SERVICES	2102022	1,692.00
Feb-22	2/10/2022	85628	FIREFIGHTERS CREDIT UNION	20102022SF	1,684.00
Feb-22	2/10/2022	85604	FRAME IT	42008	1,650.00
Feb-22	2/10/2022	85600	BOUND TREE MEDICAL, LLC.	Multiple	1,480.00
Feb-22	2/9/2022	20922	APPARATUS EQUIPMENT & SERVICE, INC	21-IV-6017	1,416.00
Feb-22	2/2/2022	20225	WEIDNER FIRE	61702	1,308.90
Feb-22	2/10/2022	85606	KRONOS INCORPORATED	11622194	1,170.00
Feb-22	2/3/2022	85596	LOVE COMMUNICATIONS LLC	Multiple	1,125.00
Feb-22	2/10/2022	85616	UTAH COMMUNICATIONS AUTHORITY	INV-1814	1,075.53
Feb-22	2/3/2022	85594	JAN-PRO OF UTAH	Multiple	884.44
Feb-22	2/23/2022	22325	MOUNTAIN ALARM	2679114	659.70
Feb-22	2/10/2022	85607	PHOENIX REBELLION THERAPY LLC	44592	600.00
Feb-22	2/3/2022	85598	WORKFORCEQA LLC	156929	554.00
Feb-22	2/17/2022	85635	PURCHASE POWER	POSTAGE 1/22	520.99
Feb-22	2/10/2022	85608	POWERED CONTROL SYSTEMS	INV 22-5162	504.00
Feb-22	2/11/2022	9	RECORD CLIENT ANALYSIS FEE 2/11/22	N/A	436.10
Feb-22	2/17/2022	85637	SNOWBIRD RESORT LLC	2BY5Y7-C13122	382.77
Feb-22	2/10/2022	85609	PUBLIC WORKS OPERATIONS	PWO0000985	360.00
Feb-22	2/9/2022	20923	BESTSHRED, LLC	Multiple	342.00
Feb-22	2/24/2022	85652	APA BENEFITS INC	47099	326.20
Feb-22	2/17/2022	85632	L.N. CURTIS AND SONS	INV560624	292.56
Feb-22	2/16/2022	21622	APPARATUS EQUIPMENT & SERVICE, INC	22-IV-9007	290.00
Feb-22	2/3/2022	4	RECORD PAYMENTECH FEE 2/3/22	N/A	276.16
Feb-22	2/17/2022	85633	MEANING TO LIVE	44591	260.00
Feb-22	2/24/2022	85651	ADAMS, HAYLEY	142	240.00
Feb-22	2/24/2022	85658	WELCH, JAIME ALLISON	187	240.00
Feb-22	2/4/2022	3	RECORD XPRESS BILL PAY FEE FOR UFSA & UFA 2/4/22	N/A	236.80
Feb-22	2/10/2022	85615	UTAH BROADBAND LLC	1154392	199.00
Feb-22	2/24/2022	85657	UTAH BROADBAND LLC	1160950	199.00
Feb-22	2/3/2022	85597	WELCH, JAIME ALLISON	185	180.00
Feb-22	2/10/2022	85624	ND CHILD SUPPORT DIVISION	2102022	179.00
Feb-22	2/9/2022	20924	VEHICLE LIGHTING SOLUTIONS INC	10240	167.04
Feb-22	2/10/2022	85627	SALT LAKE VALLEY LAW ENFORCE ASSOC	2102022	152.00
Feb-22	2/10/2022	85611	SALT LAKE COUNTY SERVICE AREA #3	W/S-#113 1/22	119.05
Feb-22	2/10/2022	85601	COPPERTON IMPROVEMENT DISTRICT	W-#115 1/22	115.00
Feb-22	2/15/2022	10	RECORD CONVENIENT FEE FOR JANUARY 2/15/22	N/A	59.10
Feb-22	2/7/2022	5	RECORD AMERICAN EXPRESS FEE 2/7/22	N/A	40.26
Feb-22	2/10/2022	85623	MOUNTAIN AMERICA CREDIT UNION	2102022	26.00
					\$ 6,497,753.04

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\2022-02 Disbursements\10

UNIFIED FIRE AUTHORITY
CASH DISBURSEMENTS - EMERGENCY MANAGEMENT CHECKING
FEBRUARY 2022

<u>GL Period</u>	<u>Check Date</u>	<u>Ref#</u>	<u>Vendor Name</u>	<u>Invoice#</u>	<u>Check Amount</u>
Feb-22	2/24/2022	7735	HAGERTY CONSULTING, INC.	7817	\$ 67,826.00
Feb-22	2/17/2022	2	FUNDS TRANSFER FROM EM TO FIRE - 2/10/22 PAYROLL	N/A	52,359.64
Feb-22	2/8/2022	1	FUNDS TRANSFER FROM EM TO FIRE - 1/25/22 PAYROLL	N/A	48,516.98
Feb-22	2/9/2022	20928	TRAPWIRE INC	TW100618	48,472.57
Feb-22	2/24/2022	7737	WILDING WALLBEDS LLC	49403	18,408.00
Feb-22	2/10/2022	7724	HAPI	UFA_002_WEBSITE	18,000.00
Feb-22	2/10/2022	7728	SELECTHEALTH	220190005742	8,284.60
Feb-22	2/17/2022	7732	ROCKY MTN POWER	E-ECC 1/22	3,554.18
Feb-22	2/24/2022	7736	POWER STROKES PAINTING INC.	2028	2,315.97
Feb-22	2/17/2022	7731	FUEL NETWORK	F2207E00914	1,881.63
Feb-22	2/2/2022	20227	SERVICEMASTER OF SALT LAKE	135657	1,738.35
Feb-22	2/17/2022	7730	DOMINION ENERGY	G-ECC 1/22	1,511.63
Feb-22	2/3/2022	7723	POWER STROKES PAINTING INC.	2021	1,389.86
Feb-22	2/2/2022	20226	LES OLSON COMPANY	Multiple	1,204.58
Feb-22	2/17/2022	7733	SYRINGA NETWORKS LLC	22FEB0195	1,175.00
Feb-22	2/2/2022	20228	WAXIE SANITARY SUPPLY	80605883	374.09
Feb-22	2/10/2022	7729	PUBLIC EMPLOYEES HEALTH PROGRAM	2102022	309.96
Feb-22	2/16/2022	21626	LES OLSON COMPANY	MNS18016	180.00
Feb-22	2/9/2022	20927	GOLD CUP SERVICES INC	Multiple	156.07
Feb-22	2/9/2022	20926	BESTSHRED, LLC	6163012722	108.00
Feb-22	2/10/2022	7726	PURE WATER SOLUTIONS OF AMERICA LLC	85953	105.00
Feb-22	2/10/2022	7725	LEADS	44593	100.00
Feb-22	2/10/2022	7727	SALT LAKE COUNTY HEALTH DEPT	UNIFIEDFIRE1221	91.76
Feb-22	2/24/2022	7734	COMPUNET, INC	188350	10.15
					<u>\$ 278,074.02</u>

UNIFIED FIRE AUTHORITY
CASH DISBURSEMENTS - FIRE CAPITAL REPLACEMENT FUND
FEBRUARY 2022

<u>GL Period</u>	<u>Check Date</u>	<u>Ref#</u>	<u>Vendor Name</u>	<u>Invoice#</u>	<u>Check Amount</u>
Feb-22	2/10/2022	21009	PREMIER VEHICLE INSTALLATION	Multiple	12,841.28
					<u>\$ 12,841.28</u>

Note 1: Bank of America escrow funds funded in October 2021; disbursements began in November 2021

X:\Board Docs\2022-02 Disbursements\55

**UNIFIED FIRE AUTHORITY
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN THAT ON MARCH 15, 2022, at 7:30 AM a public hearing will be held at the Unified Fire Authority Administration Building/Emergency Coordination Center, 3380 South 900 West, Salt Lake City, UT before the Board of Directors of the Unified Fire Authority to receive public comment and consider a resolution amending the 2021-2022 fiscal year budget. All budget related items will be discussed at that time. Due to the COVID-19 pandemic, the Board of Directors shall assemble in person and electronically for the meeting. Information about how to access the electronic meeting will be provided on the agenda which will be posted on the Utah Public Notice Website at least 24 hours in advance of the meeting.

All persons interested and present will be given an opportunity to be heard in this matter.

In accordance with the Americans with Disabilities Act, the Unified Fire Authority will make reasonable accommodations to participate in the hearing. Requests for assistance can be made by calling 801-743-7213 at least 24 hours in advance of the hearing to be attended.

DATED this 4th day of March, 2022.

PUBLISHED BY ORDER OF THE UNIFIED FIRE AUTHORITY

**UNIFIED FIRE AUTHORITY
BUDGET AMENDMENTS
3/15/2022**

GENERAL FUND

\$ (8,000) Event billings revenue for cancelled events (Sundance opted for virtual event)			
Event billings - Investigations	\$ 8,000		1035410
Overtime (Special Enforcement)		\$ 7,718	1086120
Payroll taxes (Special Enforcement)		\$ 112	1086134
Workers compensation (Special Enforcement)		\$ 170	1086135
\$ 11,200 Women on Fire Leadership Symposium			
UFA-hosted events revenue		\$ 11,200	1035510
UFA-hosted events cost	\$ 11,200		1099429
\$ 8,468 EMS Per Capita grant (additional State of Utah award)			
EMS grant		\$ 8,468	1033300
Grant expenditures (EMS)	\$ 8,468		1095266

WILDLAND - ENTERPRISE FUND

None

EMERGENCY MANAGEMENT - SPECIAL REVENUE FUND

\$ 12,027 Additional funding from SLCo for COVID-19 activation costs (through December 2021)			
Contribution from Salt Lake County		\$ 12,027	4034150
Overtime (EM)	\$ 9,147		4040120
Retirement contributions (EM)	\$ 1,175		4040133
Payroll taxes (EM)	\$ 528		4040134
Workers compensation (EM)	\$ 105		4040135
Activation-related costs (EM)	\$ 1,072		4040251
\$ 54,000 2021 SHSP grant for county-wide rescue task force (RTF) equipment/supplies			
Federal grants		\$ 54,000	4033200
Grant expenditures (EM)	\$ 54,000		4040266
\$ 36,816 Transfer from noncapital to capital outlay for dorm room furniture/construction			
Small equipment noncap (EM)		\$ 36,816	4040410
Capital outlay (EM)	\$ 36,816		4040216

FIRE CAPITAL REPLACEMENT FUND

\$ 265,000 Appropriation of fund balance to fund furniture, fixtures & equipment for Station #125 (Advance approval already provided by Finance Committee)			
Appropriated fund balance		\$ 265,000	5531850
Communications equipment (cash)	\$ 93,000		5540221
Station equipment (cash)	\$ 13,950		5540251
Noncapital expenditures (cash)	\$ 158,050		5540301
\$ 124,000 Reimbursement from USAR to purchase trucks on task force's behalf (Advance approval already provided by Finance Committee)			
Reimbursements		\$ 124,000	5539450
Noncapital expenditures (cash)	\$ 124,000		5540301

EM CAPITAL REPLACEMENT FUND

None

UNIFIED FIRE AUTHORITY
Resolution No. 03-2022A of 2022
(Second Amendment of the Budget for Fiscal Year 2021-2022)

A RESOLUTION AMENDING FOR THE SECOND TIME THE BUDGET OF
THE UNIFIED FIRE AUTHORITY FOR THE FISCAL YEAR BEGINNING JULY 1,
2021 AND ENDING JUNE 30, 2022.

PREAMBLE

Unified Fire Authority is a political subdivision, duly organized and existing under the laws of the State of Utah. Unified Fire Authority finds that certain exigencies of its operations require that amendments be made to the current budget and related documents. UCA §11-13-515, §11-13-519, and §11-13-520 provide UFA with authority to amend its budget as necessary by adoption of a resolution by its governing body.

All conditions precedent to amend said budget have been accomplished.

Be it resolved by the Unified Fire Authority Board of Directors:

SECTION 1. Purpose. The purpose of this Resolution is to accomplish the second amendment to the budget for Fiscal Year 2021-2022.

SECTION 2. Adoption of Amendment. The second budget amendment, attached hereto and made part of this Resolution by reference, shall be and hereby is adopted and incorporated into the budget of Unified Fire Authority for the fiscal year beginning July 1, 2021 and ending June 30, 2022.

SECTION 3. Effective Date. This Resolution shall take effect on March 15, 2022.

DATED this 15th day of March 2022.

UNIFIED FIRE AUTHORITY

By: _____
Chairperson

APPROVED AS TO FORM:

ATTEST:

Chief Legal Counsel

Clerk

Unified Fire Authority - Bill Watch List

Date: March 6, 2022

Contact: Dave@spatafore.info - (801) 541-4441, or Ashley@spatafore.info - (323) 397-9079, or s.chasestucki@gmail.com

Bill #	Sponsor	Short Title	Summary	Position	UFA LEAD/ Comments	Status
HOUSE						
HB 12	Gwynn	Public Safety Retirement Amendments	Reduces the length of the period of separation for postretirement reemployment of a retiree from a public safety system or a firefighter retirement system; schedules the termination of the reduced period of separation but requires legislative review before termination; provides the circumstances that constitute a separation from employment for purposes of being eligible for postretirement employment.	Monitor	Riley Pilgrim / We are concerned about the cost for the employee and the employer	Failed
HB 16	Dunnigan	Emergency Response Amendments	Modifies provisions related to the State Disaster Recovery Restricted Account; provides that the Division of Emergency Management may enter into an agreement with an entity to operate an emergency response team; describes the purposes for which an emergency response team member is considered an employee of the division.	Priority Support	Bryan Case, Clint Mecham, Dom Burchett	Passed
HB 23	Wilcox	First Responders Mental Health Services	Requires all first responder agencies to provide mental health resources for employees, spouses, children, and retirees; provides for the Division of Substance Abuse and Mental Health to administer a grant program to provide mental health resources.	Monitor	Riley Pilgrim / Layne Hilton/ UFA provides this currently for employees, spouses and children but does not currently cover retirees; staff needs to evaluate the fiscal impact	Passed
HB 39	Ferry	State Construction Code Amendments	Amends provisions of Title 15A, State Construction and Fire Codes Act, by amending the: Statewide Amendments to the International Residential Code; Statewide Amendments to the International Plumbing Code; Statewide Amendments to the International Mechanical Code; and the State Fire Code; creates a licensing exemption for a person certified by the National Institute for Certification in Engineering Technologies at level III or IV in Water-Based System Layout or Fire Alarm Systems.	Support	Brad Larson / Dom Burchett	Passed
HB 57	Stoddard	Government Records Access Amendments	Provides that an item that, if retained by a governmental entity, would be considered to be a record, does not lose its character as a record because it is located only on a personal electronic device of the governmental entity's official or employee; prohibits a governmental entity from searching a personal electronic device of an official or employee in responding to a record request; requires a governmental entity responding to a record request to request an official or employee to search a personal electronic device for an electronic record located on the personal electronic device; provides that the governmental entity may rely on the results of the official or employee's search; and makes political subdivisions subject to these provisions.	Monitor	Riley Pilgrim / Brian Roberts	Failed

Unified Fire Authority - Bill Watch List

Date: March 6, 2022

Contact: Dave@spatafore.info - (801) 541-4441, or Ashley@spatafore.info - (323) 397-9079, or s.chasestucki@gmail.com

HB 60	Brooks	Vaccine Amendments Amendments	Makes it unlawful for a place of public accommodation to discriminate against an individual based on the individual's immunity status; with certain exceptions, prohibits a governmental entity from requiring proof of immunity status; with certain exceptions, makes it unlawful discrimination for an employer to require proof of immunity status; and prohibits a governmental entity or employer from requiring an individual to receive a vaccine if the vaccine is authorized for emergency use or undergoing safety trials.	Oppose	Riley Pilgrim / Brian Roberts - We are concerned that the language in this bill will place UFA in conflict with federal requirements related to our FEMA Urban Search and Rescue team. Our staff is obligated to follow federal requirements. We will need to seek an amendment to allow us to continue accessing federal grants.	Failed
HB 61	Birkeland	Postretirement Reemployment Amendments	Provides the circumstances under which a retiree who was a public safety service employee or a teacher immediately before retirement may be reemployed with a participating employer within the one-year separation period without cancellation of the retiree's retirement allowance.	Monitor	Riley Pilgrim / Appears to provide some benefit for the UFA, however, we will need to evaluate the fiscal impact before determining our level of support	Failed
HB 63	Burton	Covid-19 Vaccine Exemptions	Requires an employer to relieve an employee or a prospective employee of a COVID-19 vaccination mandate if the employee or prospective employee submits a physician's note stating that the employee or prospective employee was previously infected by COVID-19.	Neutral	Riley Pilgrim / Brian Roberts	Passed
HB 70	Gwynn	Public Safety Disability Benefits Amendments	Requires a participating employer to provide a benefit protection contract in addition to long-term disability coverage if the participating employer covers: public safety service employees under the Public Safety Contributory Retirement Act or the Public Safety Noncontributory Retirement Act; or public safety or firefighter service employees under the New Public Safety and Firefighter Tier II Contributory Retirement Act.	Monitor	Riley Pilgrim / Kiley Day / Monitor due to potential fiscal impact	Passed
HB 100	Collard	Emergency Preparedness Amendments	Creates the Office of Earthquake Preparedness and Response within the Department of Public Safety, Division of Emergency Management; describes the duties of the office; describes how the office will be administered and funded; creates the State Earthquake Preparedness Restricted Account; requires the office to submit an annual report to the Government Operations Interim Committee; requires the Utah Seismic Safety Commission to work collaboratively with the office.	Monitor	Clint Mecham/	Failed
HB 116	Winder	Medical Billing Amendments	Prohibits a health care provider from seeking payment for a medical service or procedure from an individual or health benefit plan under certain circumstances.	Monitor	Brian Roberts/ Jay Torgersen	Failed
HB 135	Brammer	Open and Public Meeting Comment Requirements	Requires a public body holding an open meeting to allow a reasonable opportunity for the public to provide verbal comment at the meeting	Monitor	Brian Roberts	Failed

Unified Fire Authority - Bill Watch List

Date: March 6, 2022

Contact: Dave@spatafore.info - (801) 541-4441, or Ashley@spatafore.info - (323) 397-9079, or s.chasestucki@gmail.com

HB 140	Birkeland	Government Attorney Fees Amendments	Requires a court to award reasonable attorney fees to a private party who prevails in certain civil actions against a governmental entity; permits a court to award reasonable expert fees to a private party who prevails in certain civil actions against a governmental entity.	Monitor	Brian Roberts	Failed
HB 141	Whyte	Target Shooting Regulations	Authorizes the Division of Wildlife Resources to close a wildlife management area to target shooting in certain circumstances and with certain conditions.	Support	Dom Burchett	Passed
HB 145	Snider	Wildfire Amendments	Addresses funding of county fire wardens; provides for rulemaking authority; defines terms; requires the Division of Forestry, Fire, and State Lands to study the implementation of a wildfire prevention and preparedness program; addresses reporting requirements and potential legislation; provides a repeal date for study.	Support	Dom Burchett / We will work with the sponsor to ensure local fire departments are included in the prevention and preparedness fee study during the interim	Passed
HB 146	Lisonbee	Food Truck Licensing Amendments	Modifies the definition of a food truck; modifies a municipality's and a county's regulation and business licensing authority over food truck businesses, including the regulation and business licensing authority over a food truck business that has previously obtained a business license in another political subdivision; modifies health and safety inspection requirements for food truck businesses.	Support	Brad Larson	Passed
HB 169	Burton	State and Local Employee Disaster Services	In a declared emergency, classifies a state, municipal, or county employee as a disaster response personnel for the state, municipality, or county; requires a state or local disaster response personnel to perform duties as assigned in the state or local emergency operations plan; provides exceptions for when an employee is classified as a disaster response personnel.	Monitor	Riley Pilgrim / Clint Mecham	Passed
HB 182	Wilcox	Local Health Department Order Amendments	Excludes state facilities and the capitol hill complex from the authority and jurisdiction of a local health department; limits the applicability of a public health order or order of constraint issued by a local health department; prohibits a chief executive officer of a municipality from exercising emergency powers in response to a pandemic, an epidemic, or a public health emergency; enacts a provision indicating that the Disaster Response and Recovery Act preempts and supersedes any law of a political subdivision of the state pertaining to disaster and emergency response.	Monitor	Riley Pilgrim / Brian Roberts	Passed
HB 239	Abbott	Governmental Entity Budget Transparency	Requires certain state and local government entities to disclose and publicly post certain information relating to the government entities' budget.	Oppose	Brian Roberts / Tony Hill	Failed
HB 285	Lyman	Open and Public Meetings Act Violations	Imposes a criminal penalty on a public body member who excludes from an open meeting a member of the public entitled to attend the meeting.	Monitor	Brian Roberts	Failed
HB 292	Watkins	Microenterprise Home Kitchen Amendments	Amends the 2018 edition of the International Fire Code to provide an exemption from the Type 1 hood requirement for a cooking appliance in a permitted microenterprise home kitchen.	Monitor	Brad Larson	Passed

Unified Fire Authority - Bill Watch List

Date: March 6, 2022

Contact: Dave@spatafore.info - (801) 541-4441, or Ashley@spatafore.info - (323) 397-9079, or s.chasestucki@gmail.com

HB 293	Wilcox	Ground Ambulance Interfacility Transport Licensing	Requires an applicant for ground ambulance or paramedic services to meet certain requirements with respect to a geographic service area; and repeals obsolete language regarding a transition to eliminate inconsistent licenses.	Monitor	Brian Roberts / Jay Torgersen	Passed
HB 354	Handy	County Regulatory Amendments	Authorizes a county of the first or second class to make regulations regarding the discharge of firearms, rockets, powder, or any other dangerous or combustible materials.	Support	Brian Roberts / Brad Larson	Failed
HB 358	King	Mental Health Treatment Amendments	Requires health plans offered by a governmental entity that opts out of the federal Mental Health Parity and Addiction Equity Act (the act) to substantially comply with the act, including the act's financial requirements and treatment limitations; and provides limitations that a governmental entity may place on residential treatment coverage.	Monitor	Brian Roberts / Tony Hill	Failed
HB 362	Winder	Taxing Entity Amendments	Defines the term, "nonagreement tax entity"; authorizes a community reinvestment agency to receive tax increment related to a community reinvestment project area from a tax entity that has not entered into an interlocal agreement with the agency under certain circumstances; describes the process for an agency to consider and pass a nonagreement tax entity resolution.	Monitor	Rachel Anderson	Failed
HB 370	Wilcox	Mental Health Professional Amendments	Creates and modifies definitions; modifies state postretirement reemployment restrictions for a retiree who was a mental health therapist or substance use disorder counselor; expands the Utah Health Care Workforce Financial Assistance Program to apply to certain mental health professionals.	Monitor	Riley Pilgrim / Layne Hilton	Failed
HB 388	Handy	Local Districts Amendments	Modifies the requirements for being a board member of certain local districts; modifies requirements related to obtaining insurance coverage for a board member of a local district; modifies the requirements for appointing a board member to a local district; modifies requirements related to a person filing to become a candidate for an elective position on a local district board; modifies provisions related to compensation of a board member of a local district; modifies provisions related to the purchasing procedures of a local district; modifies provisions related to the authority of a municipal services district	Monitor	Rachel Anderson	Passed

Unified Fire Authority - Bill Watch List

Date: March 6, 2022

Contact: Dave@spatafore.info - (801) 541-4441, or Ashley@spatafore.info - (323) 397-9079, or s.chasestucki@gmail.com

HB 399	Wilcox	Government Record Amendments	Modifies the list of records that may be classified as protected to include an employee statement given as part of a governmental entity's investigation into possible wrongdoing, under certain circumstances; modifies governmental immunity provisions relating to claims for attorney fees and court costs under the Government Records Access and Management Act and makes those claims not subject to the Governmental Immunity Act of Utah; includes court costs in what can be claimed in certain proceedings under the Government Records Access and Management Act; modifies a provision relating to the jurisdiction of the Court of Appeals to exclude a proceeding under the Government Records Access and Management Act that precedes judicial review.	Support	Brian Roberts	Passed
HB 441	D. Johnson	Community Paramedicine Amendments	Authorizes the creation of community paramedicine programs.	Monitor	Riley Pilgrim / Jay Torgerson	Passed
SENATE						
SB 25	Fillmore	Property Tax Deferral Amendments	Addresses property tax deferral for certain owners of a single-family residence; modifies the interest rate that applies to deferred property taxes; clarifies the required contents of an application for a deferral; creates the Property Tax Deferral Restricted Account (account) to reimburse a requesting county for the amount of any property taxes that the county defers during a specified time period; addresses repayment of any money a county receives from the account; and makes technical and conforming changes.	Monitor	Rachel Anderson / Tony Hill	Passed
SB 40	Thatcher	Utah Protection of Public Employees Act Amendments	Specifies the parties' burdens of proof in a civil action where a violation of the Utah Protection of Public Employees Act is alleged	Monitor	Riley Pilgrim / Brian Roberts	Passed
SB 46	Thatcher	Medical Cannabis Patient Protection	Amends protections for medical cannabis patients, including public employees, to protect the holding of a medical cannabis card and medical cannabis recommendations.	Support	Riley Pilgrim / Brian Roberts	Passed
SB 102	Wilson	Wireless Communication Device Use in a Motor Vehicle	Defines "operate a motor vehicle" to include operating: a moving motor vehicle; or a motor vehicle stopped in compliance with a traffic-control device; prohibits an individual from using a wireless communication device to view or take a photograph while operating a motor vehicle; modifies provisions related to suspending an individual's driver license upon a conviction of using a wireless communication device while operating a motor vehicle; modifies the conduct that constitutes automobile homicide involving using a wireless communication device while operating a motor vehicle.	Support	Jay Torgersen / Riley Pilgrim	Passed

Unified Fire Authority - Bill Watch List

Date: March 6, 2022

Contact: Dave@spatafore.info - (801) 541-4441, or Ashley@spatafore.info - (323) 397-9079, or s.chasestucki@gmail.com

SB 140	Harper	Housing and Transit Reinvestment Zone Amendments	Allows housing and transit reinvestment zones around light rail and bus rapid transit facilities; amends provisions related to the size limitations and number of allowed housing and transit reinvestment zones; requires equal participation by all local taxing entities; defines the term of each type of housing and transit reinvestment zone; amends the membership of the housing and transit reinvestment zone committee; requires relevant zoning changes be made before the housing and transit reinvestment zone may be approved by the committee; amends provisions related to the efficiency and feasibility analysis of a housing and transit reinvestment zone; amends provisions related to state participation in a housing and transit reinvestment zone.	Monitor	Rachel Anderson	Passed
SB 147	Harper	Utah Communications Authority Amendments	Revokes the Utah Communications Authority existing exemption from the Budgetary Procedures Act; authorizes the State Tax Commission to contract with an auditor to ensure compliance with and collect fees for the 911 emergency services charges, including when collecting fees for the: Utah Statewide Radio System Restricted Account; and Unified Statewide 911 Emergency Service Account; adjusts the collection amount for: the Utah Statewide Radio Restricted Account; and the 911 emergency service charge; adjusts the collection amount for the 911 emergency service charge; sets future repeal dates for collection amounts for the Utah Statewide Radio System	Monitor	Riley Pilgrim / Brian Roberts	Passed
SB 190	Vickers	Medical Cannabis Act Amendments	Restricts medical cannabis use for law enforcement officers due to their certification that is subject to federal regulations, and restricts all other first responder's medical cannabis use during the 12 hours immediately preceding the employee's shift or during the employee's shift.	Monitor	Brian Roberts / Riley Pilgrim	Passed
SB 192	Stevenson	Cardiopulmonary Resuscitation in Schools	Requires the State Board of Education to make rules to develop and implement cardiopulmonary resuscitation (CPR) training as part of the health curriculum for students; requires a local education agency (LEA) to offer CPR training for students as part of the health curriculum; with certain exceptions, requires a student to complete CPR training at least once while the student is in high school; and creates a grant program to assist LEAs with providing CPR training to students.	Monitor	Brian Roberts / Jay Torgersen	Passed
SB 222	Harper	Emergency Medical Service Personnel Amendments	Specifically lists categories for whom the State Emergency Medical Services Committee may establish initial and ongoing licensure and training requirements.	Monitor	Brian Roberts / Jay Torgersen	Passed

Unified Fire Authority - Bill Watch List

Date: March 6, 2022

Contact: Dave@spatafore.info - (801) 541-4441, or Ashley@spatafore.info - (323) 397-9079, or s.chasestucki@gmail.com

SB 228	Anderegg	Health Information Sharing Act	Requires the Department of Public Safety to create a database; requires the department to create a form or portal on the department's website for individuals to provide certain information; provides that the information in the database is not available to the public; requires annual verification of the information; provides for removal of the information; requires the department to provide information to physicians; and requires physicians to provide information to patients regarding the database.	Monitor	Riley Pilgrim / Brian Roberts	Failed
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Appropriation Requests

Dunnigan	Bomb Squad Task Force	A one time appropriation to replace obsolete and expiring equipment for each of the 8 bomb squad task forces: (8) fully operational robots with disruption capability, (16) bomb suits, (8) X-ray generators, (8) Copper filters and adapters for X-ray systems, (32) PPE for homemade explosive lab response, PAPR	Support	Riley Pilgrim / Steve Ball	Executive Offices & Criminal Justice Approps; Jan 24
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UNIFIED FIRE AUTHORITY
Resolution No. 03-2022B of 2022
(Extension of Employment Offer For the Position of Fire Chief Pending Negotiation and
Execution of Employment Agreement)

A RESOLUTION EXTENDING AN OFFER OF EMPLOYMENT TO _____
PENDING NEGOTIATION AND EXECUTION OF EMPLOYMENT AGREEMENT

PREAMBLE

Unified Fire Authority is a political subdivision, duly organized and existing as an Interlocal Agency under the laws of the State of Utah. Unified Fire Authority wishes to extend an offer of employment for the position of Fire Chief of the Unified Fire Authority to _____ and approve the substantive form of an employment agreement governing the terms and conditions of his appointment.

Be it resolved by the Unified Fire Authority Board of Directors:

SECTION 1. Purpose. The purpose of this Resolution is to extend an offer of employment for a new Fire Chief and substantively approve a draft agreement governing the terms and conditions of his employment.

SECTION 2. Offer of Employment. The Board of Directors hereby makes an offer of employment to _____ to serve as the Fire Chief of the Unified Fire Authority and authorizes the UFA Board Chair, with the assistance of the Chief Legal Officer, to negotiate and execute an Employment Agreement in substantially similar form to the draft agreement attached hereto as "Exhibit A."

SECTION 3. Effective Date. This Resolution shall take effect on March 15, 2022 or other date mutually agreeable to the Unified Fire Authority and _____ as memorialized in a fully executed employment agreement.

DATED this 15th of March 2022.

UNIFIED FIRE AUTHORITY

By: _____
Chairperson

APPROVED AS TO FORM:

ATTEST:

Chief Legal Counsel

Clerk

EXHIBIT “A”

EMPLOYMENT AGREEMENT

This Agreement (the “Agreement”) made and entered into this ____ day of March, 2022, by and between Unified Fire Authority (hereinafter referred to as UFA) and _____ (hereinafter referred to as the Fire Chief) (UFA and the Fire Chief hereinafter collectively referred to as the “Parties”).

This Agreement establishes an understanding between the Parties and as such both Parties agree to be bound by its terms and conditions. This Agreement will not become binding upon the Parties until it has been signed by an authorized representative of UFA and the Fire Chief.

RECITALS:

A. Pursuant to the Utah Interlocal Cooperation Act, certain political subdivisions of the State of Utah created UFA to provide fire protection and emergency medical services to its Members via a Revised and Restated Interlocal Cooperative Agreement Between Public Entities to Create and Govern the Unified Fire Authority effective December 1, 2019 (“Cooperative Agreement”).

B. The Unified Fire Authority provides fire and emergency services to its Members.

C. The Board has appointed _____ to perform the duties of Fire Chief for the Unified Fire Authority upon the terms and subject to the conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, UFA and the Fire Chief hereby covenant and agree as follows:

1. Definitions. For purposes of this Agreement, the following capitalized terms will have the following meanings, and all other capitalized terms used in this Agreement, but not defined in this paragraph 1, will have the meanings assigned elsewhere in this Agreement:

“Board” means the Board of Directors of UFA.

“Cause” means:

- a. Conviction of (or plea of no contest or similar plea to) a felony or other crime involving moral turpitude;
- b. Inappropriate use of narcotics or alcohol in violation of UFA’s Drug and Alcohol Testing/Drug Free Workplace Policy or state or federal law;

- c. Breach of a material terms of this Agreement or intentionally refusing to substantially perform his obligations and duties under this Agreement (except by reason of incapacity due to illness or accident) if he
 - i. has failed to remedy the alleged breach caused by such conduct within 30 days from the date written notice is given by UFA demanding that he remedy the alleged breach caused by such conduct, or
 - ii. has failed to take reasonable steps in good faith to that end during such 30-day period if a remedy is not reasonably achievable within the 30-day period;

provided that after the end of such 30-day period UFA will deliver to the Fire Chief a certified copy of a resolution of the Board, taken at a meeting of the Board at which the Fire Chief, together with his counsel, is given the opportunity to be heard, finding that the Fire Chief was guilty of intentional continuing refusal to substantially perform his obligations and duties under this Agreement and specifying the details thereof, and that the Fire Chief has failed to take reasonable steps in good faith to remedy the alleged breach caused by such conduct;

- d. Willful fraud or defalcation, either of which involved funds or other assets of UFA; or
- e. Termination for malfeasance in office or willful or wanton neglect of duty.

“Contract Year” means each year of this agreement beginning on the Effective Date.

“Disabled” or “Disability” means a determination, made at the request of the Fire Chief or upon the reasonable request of UFA set forth in a notice to the Fire Chief, by a physician selected by UFA and the Fire Chief, that the Fire Chief is unable to perform his duties as specified in this Agreement and in all reasonable medical likelihood such inability will continue for a period in excess of 180 days, or for shorter periods aggregating to more than 180 days in any consecutive nine-month period.

“Effective Date” means April 2, 2022

“Termination Date” means the effective date of employment termination.

2. Term. The term of this Agreement will commence effective April 2, 2022 and will proceed indefinitely until terminated under the terms provided herein. Nothing provided for herein prevents the Parties from agreeing to a termination or modification of the Agreement upon terms and conditions mutually agreed upon in writing.

3. Performance of Duties. The Fire Chief agrees to perform the following duties during the Term of the Agreement:

- a. The Fire Chief will be the Chief Executive Officer of UFA and will have the powers and perform the duties and responsibilities provided in the Cooperative Agreement creating UFA, the Board Policies of UFA, the UFA Fire Chief Job Description as of the date of this Agreement (attached hereto), and any relevant laws and regulations. The Board may, from time to time, amend the Cooperative Agreement, and/or Board Policies and such amendments will be automatically integrated into this Agreement. Substantive changes to the duties and responsibilities stated in the Fire Chief Job Description will be considered amendments to this Agreement only upon the mutual agreement of the Parties.
- b. The Fire Chief will execute such agreements, pursuant to UFA policy, as are necessary for the efficient operation of UFA, except those agreements requiring Board approval pursuant to Utah Code §11-13-202.5(l) (b).
- c. The Fire Chief agrees that during his employment he will, except for reason of Disability or incapacity due to illness or accident, devote his full business time to the business affairs of UFA and will do so in accordance with generally recognized management principles.
- d. The Fire Chief agrees that during his employment that he will not engage in any activity, such as outside employment or other business activities, including ownership or beneficial interest in of any entity doing business with UFA, that would constitute a conflict of interest with his duties as Fire Chief of UFA or otherwise violate the Utah Public Officers' and Employees' Ethics Act. A conflict of interest will be deemed any outside activity for which the Fire Chief is paid compensation outside of his salary and benefits provided for in this Agreement or requires time away from his duties during regular business hours, unless such activity is disclosed to and approved by the Board or a designated committee thereof, such as the Governance Committee. This provision will not prevent the Fire Chief from participating in activities of professional trade organizations or associations and will not prevent the Fire Chief from serving in professional trade organizations or associations in any capacity.

4. Compensation. For services rendered by the Fire Chief in accordance with this Agreement, the Fire Chief will be compensated for his services as follows:

- a. **Base Salary.** The Fire Chief will receive an annual salary, payable in bi-monthly or more frequent installments, in accordance with the usual payroll practice of UFA, in an amount equal to \$195,000 dollars (the "Base Salary"), less federal and state withholdings and other normal employee deductions.

- b. Beginning with the budget year starting July 1, 2022, the Fire Chief will automatically receive any department-wide compensation increases deemed as “cost of living adjustments” or other type of department-wide increase i.e. regardless of market adjustment, at the time of implementation for all other employees by the Board.
- c. Unless there is a specific performance issue for which the Board affirmatively takes action to withhold or delay such increases, the Board will provide a market increase (in addition to any cost of living adjustments provided for above) in the minimum amount of 4% on July 1 of 2023, July 1, 2024, and July 1, 2025 as “step increases” to reach the market identified for the position as of December 2021. These step increases may be increased at the discretion of the Board to meet market requirements during these three years.
- d. The Board may review the Base Salary for job-specific market based adjustments in conjunction with the adoption of UFA’s annual budget and will conduct a market survey at least once every three years. The Board may, at its sole discretion, increase the Base Salary and other benefits by amounts that it deems appropriate. Base Salary, including any increase granted by the Board, will not be decreased during the Fire Chief’s term of employment except as required as a part of a comprehensive reduction in compensation throughout UFA as a result of budgetary necessity.
- e. **UFA Voluntary Employees’ Beneficiary Association Medical Expense Plan (“VEBA”).** UFA will contribute a percentage of the Fire Chief’s Base Salary into the UFA VEBA program equal to the VEBA amount contributed department-wide for the organization’s employees. The Fire Chief may elect to have such contributions made in a lump sum for the prior year at the same time as distributions to the VEBA program generally for employee sick leave cash-outs or bi-monthly as part of the payroll process.
- f. **Five Year Post-Employment Health Benefits.** If the Fire Chief remains in the position for at least five years and retires at the end of such tenure, UFA will provide five years of post-retirement health insurance as if the Fire Chief was still employed with UFA (i.e. the Fire Chief will remain on the UFA health insurance plan with UFA paying the employer's contribution and the Fire Chief being responsible for paying the employee contribution). The cost and relative percentage of contributions may change during the five years commensurate with any changes made generally to the UFA health insurance plan for current employees. UFA’s payment of the employer’s contribution may be subject to IRS reporting as Form 1099 non-employee compensation. If the Fire Chief leaves UFA for another job, becomes employed during the five years of the benefit, or gains health insurance from another source within the five years of the benefit, this benefit will terminate. The Fire Chief may also voluntarily terminate the coverage at his discretion, at which time no further payments will be made and UFA’s obligation to provide post-retirement health coverage pursuant to this agreement will terminate. In the event the provision of post-retirement health care as provided in this subparagraph is not possible or practicable

due to circumstances beyond the control of the Fire Chief or UFA, the parties will negotiate in good faith for an equivalent benefit or payment.

- g. **Utah Retirement System.** UFA will pay the employer contribution for the Fire Chief's participation in the applicable and appropriate retirement system as provided by the Utah Retirement System ("URS").
- h. **Working Hours.** The standard working week of UFA is 40 hours. It is understood, however, that the Fire Chief is an Exempt employee, as defined by the Fair Labor Standards Act, and that hours may vary in order to comply with UFA's commitment to the highest standard of professional performance and public safety. It is understood that the Fire Chief does not receive compensation time, works non-standard hours, is always on call, attends numerous night meetings, and works many weekends and holidays. The Fire Chief's Base Salary represents payment for all hours worked.
- i. **Benefits.** During his employment with UFA, the Fire Chief may participate in and/or receive all employee benefits UFA provides, including health, dental, and vision insurance, life insurance, accidental death and dismemberment insurance, flexible spending plan, and indemnity coverage. The Fire Chief will be entitled to participate to the extent he meets all eligibility requirements of general application and pays any applicable employee contributions. Additionally, Fire Chief will receive such other benefits as UFA may make generally available to its command staff, such as phone and uniform allowances.
- j. **Vacation and sick leave.** The Fire Chief is entitled to paid vacation, sick leave and other paid leave commensurate with being an Exempt employee and consistent with UFA's policies. Fire Chief will not accrue unused vacation or sick leave and will not be entitled to any "cash out" of unused vacation or sick leave. Vacation may be taken at such times as will not materially affect the efficient operations of UFA or public safety. Prior to taking vacation leave, the Fire Chief will notify the Chair of UFA Board, in writing, which days he will be on vacation leave, his location while on leave, any special contact information, and the designation of the individual who will be acting in his absence. Should the UFA agree to return the Fire Chief to accrual policies with respect to sick and vacation leave, the Fire Chief will have posted into his vacation and sick leave balances the amounts mutually agreed to between the Fire Chief and the UFA and use of such balances, including disposition at the end of employment, will be subject to future policy and agreement between Fire Chief and UFA. If the Fire Chief has previously accrued a balance of vacation or sick leave as a UFA employee at the time of his hiring as Fire Chief, the Fire Chief will receive a pay-out and/or "cash-out" of the balances of each benefit at his rate of pay immediately prior to taking the position of Fire Chief in the amount, percentages, and manner provided for in UFA Policies as if he retired from UFA at the time of distribution.
- k. **Holidays.** The Fire Chief is entitled to take national and state holidays as designated by UFA without deduction from Base Salary. The Fire Chief may, on exception, be required to work on a national or other holiday. Reasonable notice of this requirement will be given unless such requirement constitutes an emergency consistent with the purpose of UFA.

- l. **Travel and Expenses.** Consistent with budgeted funds, established UFA policy, and after disclosure of the travel to the Board Chair, UFA will provide and/or reimburse the Fire Chief for the reasonable and necessary business travel and business expenses, including conferences, seminars, training exercises, and subscriptions incurred in connection with the performance of his duties and obligations as set forth herein. If requested, reimbursement will be made upon the presentation by the Fire Chief to UFA of reasonably detailed statements of such expenses in accordance with applicable UFA policy.
- m. **Educational Costs.** During the term of employment of the Fire Chief hereunder, UFA will pay all license fees and reasonable educational costs and expenses necessary to maintain the Fire Chief's good standing under any professional licenses required in connection with the Fire Chief's employment by UFA.
- n. **Office and support staff.** The Fire Chief will be entitled to an office or offices of a size and with furnishings and other appointments, and to executive assistance and other administrative support, consistent with the Fire Chief's position in UFA.
- o. **Vehicle Allowance.** The Fire Chief will receive a monthly car allowance of eight hundred fifty (\$850.00) dollars per month. The Fire Chief will be responsible for fuel, maintenance, and insurance for his vehicle.

5. **Termination.** The Fire Chief's employment hereunder will terminate at the discretion of the Board as provided herein. After a Notice of Termination has been delivered, and prior to the Termination Date, the Fire Chief will make reasonable efforts to cooperate with UFA in achieving a transition of the Fire Chief's duties and responsibilities.

- a. **Cause.** The Fire Chief's employment may be terminated at the option of UFA for Cause effective upon the date stated in the Notice of Termination to the Fire Chief. Upon termination for Cause, all obligations of either Party under this Agreement will cease.
- b. **Without Cause.** The Fire Chief's employment may be terminated at the option of UFA without cause effective upon the date stated in the Notice of Termination to the Fire Chief, only after the Board holds two separate meetings, each consisting of a quorum and held at least fourteen (14) days apart, at which a motion to terminate without cause is approved by a majority of the Board. In the event UFA terminates this Agreement without cause pursuant to this subparagraph, UFA will pay the Fire Chief an amount equal to his Base Salary, plus the cost of all benefits provided under this Agreement, for a period of one year. Payment of such amounts will be considered full and complete satisfaction of any obligations UFA may have to the Fire Chief under this Agreement. Payment of the amount provided for in this subparagraph is contingent upon the execution of a separation agreement in which the Parties mutually waive all claims.

- c. **Involuntary Termination.** In the event that: i) the Board reduces the Base Salary of the Fire Chief, except upon mutual agreement or for circumstances provided for in Paragraph 4.a. herein; ii) UFA refuses a written request from Fire Chief to comply with any term of this Agreement benefitting the Fire Chief; or iii) the Fire Chief resigns following an explicit and public suggestion by a majority of the Board that he do so, the Fire Chief may, at his discretion, declare that this Agreement has been involuntarily terminated. Such a declaration must be made, in writing, to the Board Chair within fourteen (14) days from the date the explicit public suggestion was made by the majority of the Board. Upon such declaration, the Fire Chief will be entitled to the payments provided for in subparagraph 5.b. as if he were terminated without cause.
- d. **Resignation.** In the event the Fire Chief voluntarily resigns his employment, UFA will pay an amount equal to three months of insurance as is in effect as of the date of resignation.
- e. **Death.** The Employment Period will terminate automatically effective upon the Fire Chief's death. In the event of termination as a result of the death of the Fire Chief, UFA will provide, at its expense, three months of continued COBRA insurance coverage for those on the Fire Chief's coverage in effect at the time of death. If such death is in the line of duty, additional benefits that may apply would be available pursuant to Utah law and URS policies.
- f. **Disability.** In the event the Fire Chief becomes Disabled (as such term is hereinafter defined) during his employment, and UFA is unable to make a reasonable accommodation which would enable the Fire Chief to continue to perform the essential functions of his employment position with UFA, the Fire Chief's employment may be terminated at the option of the Fire Chief or UFA effective ninety (90) days after a Notice of Termination is given (provided that the Fire Chief will not have returned to the performance of his duties on a full-time basis during such 90-day period). Unless otherwise agreed by the Fire Chief and the Board, the determination by the physician selected by UFA and the Fire Chief that the Fire Chief is Disabled will be binding upon UFA and the Fire Chief. In the event of termination due to disability, UFA will pay an amount equal to six months of the employer's contribution to the Fire Chief's insurance as is in effect as of the date of such termination.
- g. **Return of Materials.** Upon termination of his employment for any reason, the Fire Chief (or in the event of termination due to the Fire Chief's death, his surviving spouse or personal representative, as applicable) will promptly deliver to UFA all UFA property, which is in the possession or under the control of the Fire Chief.
- h. **No "Right of Return"** Notwithstanding any provision in law or UFA policy, the Fire Chief upon termination of his employment pursuant to this Agreement will not have any "right of return" to a previously held position with UFA, or its predecessor. The Fire Chief expressly waives and releases UFA from any obligation to employ him in any capacity, under any such provision, upon termination. However, the Board may,

in its sole discretion, allow the Fire Chief to return to employment with UFA if it determined it is in the best interests of UFA to do so.

If, within 30 days after any Notice of Termination for Cause is given by UFA, the Fire Chief notifies UFA that a dispute exists concerning the termination, then the Termination Date will be the date (the "Final Determination") as determined either by mutual written agreement of the Parties or by a final judgment, order or decree of a court of competent jurisdiction (the time for appeal therefrom having expired and no appeal having been perfected). Notwithstanding the foregoing, UFA will not be prohibited from removing the Fire Chief from his position with UFA pending the Final Determination provided that such removal is without prejudice to the Fire Chief's rights to receive all benefits from UFA to which he may be entitled upon the Final Determination. During the pendency of any Final Determination, UFA will place an amount equal to such benefits in escrow to be distributed pursuant to the terms of the Final Determination.

6. Non-Interference. To facilitate the orderly and efficient implementation of UFA policy, the Board agrees to a principal of noninterference in UFA administration. The Board agrees and will ensure that individual Directors direct their business related concerns and communications through the Fire Chief or those he expressly designates to liaison with the Board or other Member representatives. The Fire Chief agrees that such restriction does not apply to those within UFA with direct reporting responsibilities to the Board such as the Chief Legal Officer or potential internal auditors. This provision will not prevent Directors from engaging in non-disruptive or casual communication with UFA employees in the performance of their oversight duties.

7. Performance Evaluation. The Board, or a designated subset thereof, will provide a performance evaluation of the Fire Chief once per fiscal year based upon the specific performance measures outlined in mutually agreed upon job description or other mutually agreed upon expectations. Any unsatisfactory ratings or areas needing improvement will be described in writing with reasonable detail along with the desired behavior change to give the Fire Chief an opportunity to correct the issue(s).

8. Confidentiality. Except as required by applicable law, the Fire Chief will not disclose or use, or authorize anyone else to disclose or use, at any time, either during or after the Employment Period, confidential, private, or protected information of UFA of which the Fire Chief is or becomes informed or aware of prior to or during the Employment Period, except (i) as may be required for The Fire Chief to perform his duties and obligations under this Agreement, (ii) to the extent such information has been disclosed to the Fire Chief by a third party who is not affiliated with UFA or which otherwise becomes generally available to the public, (iii) information which must be disclosed as a result of a subpoena or other legal process, provided that UFA is given reasonable notice and an opportunity to obtain a protective order, or (iv) unless The Fire Chief will first secure UFA's prior written authorization from the Board of Directors. This paragraph will survive the termination of this Employment Period, whether by lapse of time or otherwise, and will remain in effect.

9. Resolution of Disputes. In the event of any controversy among the Parties hereto arising out of, or relating to, this Agreement, prior to the institution of any litigation the Parties agree to engage in good faith in a process of non-binding mediation. Either UFA or the Fire Chief may institute such proceeding by giving written notice to the other party. The mediation will take place in Salt Lake County, Utah before a qualified mediator jointly agreed upon by the Parties.

10. The Fire Chief's Representations and Warranties. The Fire Chief hereby represents, warrants, and covenants that:

- a. The Fire Chief has no actual or potential conflict of interest performing the Fire Chief's obligations and duties hereunder, will avoid any such conflict during the Employment Period and will immediately report any such conflict to UFA;
- b. The execution, delivery, and performance of this Agreement by the Fire Chief will not violate any law, order, regulation, agreement, contract, promise or duty by which the Fire Chief is bound; and
- c. This Agreement is duly executed and is valid and binding on the Fire Chief in accordance with its terms.

11. Amendment. This Agreement may not be amended except by written instrument signed by both Parties and approved by the Board.

12. Modification and Waiver of Breach. No waiver or modification of this Agreement will be binding unless it is in writing, signed by the Parties hereto. The waiver by UFA or the Fire Chief of any term or breach of this Agreement will not prevent a subsequent enforcement of such term or any other term and will not be deemed to be a waiver of any subsequent breach.

13. Notice. Any notice required or permitted to be given under this Agreement will be in writing and will be deemed given or delivered and received (i) when delivered personally (which will be deemed to include delivery via express courier such as Federal Express), or (ii) three days after having been sent by registered or certified mail, return receipt requested, or (iii) upon receipt when sent by facsimile, telegram or telex followed by a confirmation letter sent by registered or certified mail, return receipt requested, addressed as follows:

If to UFA:

UFA Board
3380 South 900 West
Salt Lake City, Utah 84119
Attn: Chair

With a copy to:

UFA Chief Legal Officer
3380 South 900 West
Salt Lake City, Utah 84119

If to the Fire Chief:

Either UFA or the Fire Chief may, at any time, by notice to the other, designate another address for service of notice on such party.

14. Non-assignment. This Agreement may not be assigned to any other person or entity without the written consent of the Parties.

15. Severability. If any provision of this Agreement is held invalid or unenforceable, either in its entirety or by virtue of its scope or application to given circumstances, such provision will thereupon be deemed (i) modified only to the extent necessary to render such provision valid, or (ii) not applicable to given circumstances, or (iii) excised from this Agreement, as the situation may require, and this Agreement will be construed and enforced as if such provision had been included herein as so modified in scope or application, or had not been included herein, as the case may be. Should this Agreement, or any one of more of the provisions hereof, be held to be invalid, illegal or unenforceable within any governmental jurisdiction or subdivision thereof, the Agreement or any such provision or provisions will not as a consequence thereof be deemed to be invalid, illegal or unenforceable in any other governmental jurisdiction or subdivision thereof.

16. Successors. This Agreement will be binding upon, and inure to the benefit of the Parties and their permitted successors and assigns. Nothing in this Agreement, express or implied, is intended or will be construed to confer upon any person, other than the Parties and their respective successors and assigns permitted by this Agreement, any right, remedy or claim under, or by reason of, this Agreement.

17. Entire Agreement. This Agreement constitutes the entire agreement between UFA and the Fire Chief with respect to the subject matter hereof. This Agreement supersedes any prior agreement made between the Parties.

18. Execution & Counterparts. The Board will authorize the Chair to execute this Agreement by a majority vote at a public meeting with a quorum present. Subsequently, all Board Members (with the exception of the representative from Draper as it is in the process of withdrawing from UFA) will sign the Agreement acknowledging and agreeing to the terms and conditions provided for herein. The Agreement, and acknowledgements, may be executed in two

or more counterparts and by electronic means, any one of which will be deemed an original and all of which taken together will constitute a single instrument.

19. Governing Law. This Agreement, and all matters or disputes relating to the validity, construction, performance or enforcement hereof, will be governed, construed, and controlled by and under the laws of the State of Utah without regard to principles of conflicts of law.

20. Cumulative Rights. All rights and remedies hereunder are cumulative and are in addition to all other rights and remedies provided by law, agreement, or otherwise.

21. Headings. The paragraph headings contained herein are for convenience of reference only and are not to be used in the construction or interpretation hereof.

22. Effective Date. This Agreement will be effective on the Effective Date.

23. Indemnification and Hold Harmless.

UFA will indemnify and hold harmless the Fire Chief in compliance with Utah Code §63G-7-902, or successor provision. In the event that Utah Code is amended to remove indemnification of the Fire Chief, the Parties agree to meet and confer to revise this Agreement to substantially incorporate a similar right to indemnification and hold harmless as provided for in Utah Code as of the Effective Date.

[signatures begin next page]

ACKNOWLEDGEMENT. The Fire Chief acknowledges that he has read, understood and accepts the provisions of this agreement. He also acknowledges that he has had the opportunity to and has reviewed the terms and conditions of this agreement, including the review by counsel of his choosing.

IN WITNESS WHEREOF, the Parties have executed this Employment Agreement as of the date written above.

ATTEST

UNIFIED FIRE AUTHORITY

Clerk

By: Robert Dahle
Board Chair

APPROVED

THE FIRE CHIEF

Brian F. Roberts
Chief Legal Officer

UNIFIED FIRE AUTHORITY
Resolution No. 03-2022C of 2022
(First Amendment to Chief Legal Officer's Employment Agreement)

A RESOLUTION AMENDING THE CHIEF LEGAL OFFICER'S
EMPLOYMENT AGREEMENT

PREAMBLE

Unified Fire Authority is a political subdivision, duly organized and existing as an Interlocal Agency under the laws of the State of Utah. Unified Fire Authority wishes to amend the agreement of the Chief Legal Officer governing the terms and conditions of his employment.

Be it resolved by the Unified Fire Authority Board of Directors:

SECTION 1. Purpose. The purpose of this Resolution is to amend the agreement of the Chief Legal Officer governing the terms and conditions of his employment.

SECTION 2. Amendment of Employment Agreement. The Board of Directors hereby approves and authorizes the UFA Board Chair execute the First Amendment to Employment Agreement in the form attached hereto as "Exhibit A."

SECTION 3. Effective Date. This Resolution shall take effect on March 15, 2022.

DATED this 15th of March 2022.

UNIFIED FIRE AUTHORITY

By: _____
Chairperson

APPROVED AS TO FORM:

ATTEST:

Chief Legal Counsel

Clerk

EXHIBIT “A”

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment To Employment Agreement (the “First Amendment”) made and entered into this ____ day of March, 2022, by and between Unified Fire Authority (hereinafter referred to as “UFA”) and Brian F. Roberts (hereinafter referred to as the “Chief Legal Officer”) (UFA and the Chief Legal Officer collectively referred to as the “Parties”).

The Parties agree to amend the Employment Agreement between the Parties dated October 23, 2017 as follows:

Paragraph 4(k) is added to the Employment Agreement to read as follows:

- k. **Compensation Adjustments.** Beginning with the budget year starting July 1, 2022, the Chief Legal Officer will automatically receive any department-wide compensation increases deemed as “cost of living adjustments” or other type of department-wide increase, i.e. regardless of market adjustment, at the time of implementation for all other employees as determined by the Board. The Board may review the Base Salary for job-specific market-based adjustments in conjunction with the adoption of UFA’s annual budget.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to Employment Agreement as of the date written above.

ATTEST

UNIFIED FIRE AUTHORITY

By: Mayor Robert Dahle
Board Chair

CHIEF LEGAL OFFICER

Brian F. Roberts