



## UNIFIED FIRE AUTHORITY BOARD AGENDA

April 16, 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

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1. Call to Order – Chair Dahle
2. Public Comment  
Please limit comments to three minutes each
3. Minutes Approval – Chair Dahle
  - a. March 19, 2019
4. Potential Flooding – SLCo Public Works/Division Chief Mecham
5. Committee Updates
  - a. Benefits & Compensation Committee (3/27/19) – Chair Dahle
  - b. Governance Committee (No meeting) – Chair Silvestrini
  - c. Finance Committee (4/15/19) – Chair Stewart
6. Discussion of Interlocal Agreement Draft #5 – CLO Roberts
7. Resolution 04-2019A Approving and Entering into an Amended and Restated Agreement Creating the Utah Local Governments Trust – CLO Roberts
8. Consent Agenda – CFO Hill
  - a. Review of March Disbursements – CFO Hill
9. Quarterly Financial Report – CFO Hill
10. Set the Date of June 18, 2019 for a Public Hearing to Receive and Consider Comments on: - CFO Hill
  - a. Proposed Amendments to the 2018-2019 Fiscal Year Budget
  - b. Final Budget for the 2019-2020 Fiscal Year

11. Chief Finance Officer Pay Plan – Chief Petersen

- a. Consider assigning to civilian pay grade

12. Fire Chief Report

- a. Information Technology Transition to Les Olson Update
- b. Battalion Chief Promotional Process Update
- c. Board Room Update

13. 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

14. Adjournment – Chair Dahle

**The next Board meeting will be May 21, 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 15th day of April 2019 on the UFA bulletin boards, the UFA website [www.unifiedfire.org](http://www.unifiedfire.org), posted on the Utah State Public Notice website <http://www.utah.gov/pmn/index.html> and was emailed to at least one newspaper of general circulation with the jurisdiction of the public body.

Cynthia Young, UFA Board Clerk



## UNIFIED FIRE AUTHORITY BOARD MINUTES

March 19, 2019 7:30 a.m.

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

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*Notice: Some Board members may participate by electronic means.*

1. Call to Order  
Quorum was obtained. Chair Dahle called the meeting to order at 7:31 a.m.
2. Public Comment  
None
3. Approval of Minutes  
Councilmember Stewart moved to approve the minutes from the February 19, 2019 UFA Board Meeting as submitted  
Mayor Peterson seconded the motion  
All voted in favor
4. Committee Updates
  - Benefits & Compensation Committee
    - Next meeting: Wednesday, March 27, 2019, EOC
    - Gallagher will present benefits for final review and the committee hopes to have a recommendation for the Finance Committee
  - Governance Committee
    - Conversation continued regarding clarifications to the Interlocal Agreement
    - Based on the committee discussion, Draft #5 will be presented to the Governance Committee for review, then emailed to the Board in preparation for the April Board Meetings
    - If agreed upon, the draft will be sent to each jurisdictions council for a 60 day review
    - The agreement to adopt the Interlocal must be unanimous
    - Mayor Silvestrini stressed the importance of getting it right and everyone being in agreement rather than rushing the final product
  - Finance Committee
    - No meeting held
    - Next meeting: Monday, April 15, 2019, EOC
    - All Board Members are welcome to attend

5. Consent Agenda  
a. Review of February Disbursements

Mayor Silvestrini moved to approve the February disbursements as submitted.  
Councilmember Stewart seconded the motion  
All voted in favor

6. Fire School 101 Opportunities – IAFF 1696

- Steve Schmidt announced the upcoming Fire School 101 on May 24
- This will be held at the UFA Training Tower
- All Board Members are welcome
- Chief Petersen stressed what an important and great event this is and provides an interesting view of the operational side of UFA
- Please consider attending, RSVP's will be taken at a later date

Air Conditioning Retrofit – AC Watson/Division Chief Robinson

- Request that monies set aside for emergency repairs to the apparatus be used to retrofit 12 Seagrave engines for air conditioning
- Many attempts have been made to repair the lack of adequate air conditioning, but to no avail
- One engine has been retrofit and testing has confirmed that the retrofit will be successful
- The budget will be continuously monitored to ensure that if necessary repairs are needed on other apparatus, those will take priority
- Funds will be used from the Fleet Maintenance line item
- Able to complete all necessary retrofitting this budget year

Recorder batteries failed, replaced and recorder turned back on at this point

- Mayor Dahle approves of moving the funds, as long as Logistics is confident that no further monies will be requested
- Mayor Sondak asked if the money in the line item will reach the end of the year
  - Unless something quite unforeseen happens, Division Chief Robinson is confident that “yes”, funding will be adequate

Councilmember Martin moved to approve the retrofitting of the air conditioning on the Seagrave Apparatus

Councilmember Stewart seconded the motion

All voted in favor

8. Fire Chief Report

- Legislative Report – Dave/Ashley Spatafore
  - This Legislative Session was very successful
  - Great feedback and support of UFA and the Fire Chief's Association
  - HB5/HB466-Retirement & Independent Entities Base Budget and Amendments-Passed
  - HB13-Distracted Driving Amendments-Failed
    - Will continue working with Fire and Police Chief's to get on good footing for next session
    - Plan to also work on penalty increases
    - Chief Petersen stated that any step toward this is a success

- HB120-Student and School Safety Assessment-Passed
  - Evacuation drill changes, how we coordinate with them will be the issue
- HB173-Emergency Services Volunteers Employment Protection Amendments-Passed
  - Permission prior to leave will need to be given
- SB129-Public Safety & FF Tier 2 Retirement Enhancements-Passed
  - This is going forward, won't backfill
  - There is no impact to the UFA budget
- SB167-Public Safety Planned Retirement Program-Failed
  - In preparation for next Legislative Session; work will be done with URS to eliminate the fiscal note
  - Need to figure out the best way to approach this
  - Chief Petersen believes we need to ask the actuary directly
- SB187-County Planning & Services Amendments-Passed
  - Will continue to find a long-term solution
  - Sunset for is June 2021 and provides Brighton time to get an elected official onboard
- Chief wishes to thank the Spatafore's for all their exceptional work and efforts
- Battalion Chief Boot Camp – AC Higgs
  - 23 Participants have completed the 3 day workshop
  - Engaged in extensive discussions on leadership and expectation
  - 19 individuals will take the upcoming written test next week
  - April 9<sup>th</sup> the assessment process begins
  - Outside raters from out-of-state districts/agencies of similar size will help UFA make objective decisions on who best will fill the BC role
- Progress on Time Card Approval Systems - CFO Hill/AC Higgs
  - All Divisions have been working diligently to comply with audit findings regarding timecards
  - Finance feels confident that moving forward, UFA can maintain this compliance level
  - Councilmember Stewart inquired about the procedural issues
    - Will continue moving through policies, but consider the problem solved
  - WL Challenges were questioned by Mayor Sondak
    - CFO Hill stated that this too will be tied to a procedural solution since it is an issue that will be ongoing and will present itself throughout various Divisions within UFA
    - It will be clear as to how situations of deployment are handled

Mayor Westmoreland arrived 8:36 a.m.

- VECC Hexagon Update – Chief Petersen
  - A mediator and Attorney have been chosen to represent VECC for the Hexagon CAD
  - Trustees meeting tomorrow
  - Will keep the Board informed as things progress
- Employee Recognition – AC Watson
  - Chief Petersen presented coins and a standing ovation was given to Captain Eric Staten and Mark Pierce for the Alta fire rescue

Mayor Dahle reminded everyone to RSVP by March 30<sup>th</sup> for the upcoming UFA Banquet on April 5, 2019 at the Little America Hotel

9. Closed Session

None

10. Adjournment

Mayor Hale moved to adjourn meeting

Councilmember Bailey seconded the motion

All voted in favor

BOARD MEMBERS IN ATTENDANCE:

Mayor Jeff Silvestrini

Mayor Kristie Overson

Mayor Mike Peterson

Councilmember Gary Bowen

Mayor Robert Dahle

Councilmember Allan Perry

Councilmember Sheldon Stewart

Mayor Harris Sondak

Mayor Robert Hale

Councilmember Kathleen Bailey

Mayor Tom Westmoreland – arrived 8:36am

Surveyor Reid Demman

Councilmember Nicole Martin

BOARD MEMBERS ABSENT:

Councilmember Richard Snelgrove

Councilmember Eric Ferguson

Mayor Kelly Bush

STAFF IN ATTENDANCE:

CFO Tony Hill

Chief Petersen

CLO Roberts

Cynthia Young

OTHER ATTENDEES:

AC Jay Ziolkowski

AC Mike Watson

AC Stephen Higgs

Arriann Woolf

Ashley Spatafore

BC Brian Anderton

BC Wade Watkins

Bill Brass

Captain Chad Simons

Captain Eric Staten

Captain Nate Bogenschutz

Cassandra & Mark Pierce,  
Civilians Alta Fire

Dan Knopp, BCC

Dave Spatafore

DC Woolsey

Division Chief Ball

Division Chief Mecham

Division Chief Robinson

Division Chief Torgersen

Fire Marshal Larson

Ifo Pili, 8:36am

Jarin Blackham

Keith Zuspan, BCC

Lana Burningham

Matt McFarland

Michelle Roper

Nile Easton

Rachel Anderson

Steve Quinn

Steve Schmidt

Talsan Schulzke

Tim Tingey, CWH

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

This Revised and Restated Interlocal Cooperation Agreement (the “2019 Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2019, to be effective when all of the conditions identified in ~~p~~Paragraph 1327 of this 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”), ~~the~~ COTTONWOOD HEIGHTS (“Cottonwood Heights”), ~~the~~ EAGLE MOUNTAIN CITY (“Eagle Mountain”), HERRIMAN CITY (“Herriman”), the CITY OF HOLLADAY (“Holladay”), MIDVALE CITY (“Midvale”), ~~CITY OF MILLCREEK~~ (“Millcreek”), ~~RIVERTON CITY~~ (“Riverton”), TAYLORSVILLE CITY (“Taylorsville”), all municipal corporations and political subdivisions of the State of Utah; and, COPPERTON METRO TOWNSHIP (“Copperton”), EMIGRATION METRO TOWNSHIP (“Emigration”), KEARNS METRO TOWNSHIP (“Kearns”), MAGNA METRO TOWNSHIP (“Magna”), and WHITE CITY METRO TOWNSHIP (“White City”), all incorporated metro townships 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 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 subsequently 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 Service Area Members, and the incorporation of metro townships formerly a part of the unincorporated area of the County.

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 entities.

D. The Parties to this 2019 Agreement desire that Authority continue to provide fire suppression, rescue services, emergency medical services, emergency protection, and related services to the Parties. The Parties recognize 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 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, to 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 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 Authority will be determined through the regular adoption and maintenance of a strategic plan and Authority policies, adherence to standards of emergency response coverage, and the annual budget process as determined by the Authority’s Board of Directors. The following guidelines are intended to inform these processes:
  - a. 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.
4. **Baseline Services.** The following Baseline Services are to be included in the Member Fee. Additional baseline services to be included in the annual Member Fee must be approved by a 2/3rds vote of the Board as part of its budgetary process. The Member Fee will constitute the payment mechanism by which the Parties pay Authority for the services provided and will be established by the Authority’s Board of Directors during the annual Authority budget process:
- a. **Service Delivery:**
    - i. Fire Suppression.
    - ii. Advanced and Basic Life Support First Response and emergency transport.
    - iii. Fire Prevention, including code 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. **Members Fee.** Fees and costs for services attributable to the Member Fee will be transparently disclosed and stated with reasonable specificity in any budget adopted by the Authority's 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 Authority resources compared to the prior fiscal year.
6. **County-wide Fire and Emergency Services.** The County (not the other Parties) will budget funds from its County-wide fund to provide County-wide Services. Funding for such County-wide Services will be separate from fees and other funding agreements provided under this Agreement. 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 provided 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. Provide fire and emergency medical protection services to areas designated as recreational areas pursuant to Utah Code §17-34-101, et. seq., or similar successor provision.
7. **Enhanced Services.** A Party may individually enhance the level of Baseline Services provided by the Authority at an additional cost. The Board of Directors must approve the enhancement, the cost, and start date of the new enhanced service. 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.
8. **External Contract Services.** By separate agreements, other agencies may receive and separately fund services. The Board of Directors 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 will be governed by a Board of Directors 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 Authority services for the benefit of its members, and will therefore not have any separate, direct representation on the Board of Directors beyond its individual members' participation on the Board of Directors.

a. **Board of Directors.**

- i. Each City and Township to which the Authority provides services will receive a position on the Board of Directors (the "Board"), regardless of whether they are a Contracting Entity or Service Area Member.
- ii. County will receive ~~one~~ **[Option: or two]** two positionss on the Board.  
**[If two-Option: One position will be appointed by the County Mayor and one position will be appointed by the County Council].**
- iii. Each Board Member will be an elected official of the Party, either a Mayor, or Councilmember of the municipality's governing body, ~~or in the case of cities with the appropriate form of government, a City Manager.~~  
**[Should the option of a City Manager be eliminated?] [allow other government officials besides those listed? County Mayor appoint executive position person in place?]**

- iv. 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. Board meetings and all actions taken thereby will be in compliance with the Utah Open Meetings Act (Utah Code §52-4-101, et. seq.) or successor applicable open meetings law.
- vi. 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 policies and procedures.

**vii. Option [Recognizing the significant time commitment in Board participation, Board Members will 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]. [GOVERNANCE COMMITTEE RECOMMENDS TO BOARD THAT THIS PROVISION BE REMOVED]**

**~~Option [At the beginning of each calendar year, a Party may designate an alternate Board Member for that year that may attend Board meetings on behalf of the primary Board Member in the event that the primary Board Member cannot attend the meeting and vote as the primary Board Member's proxy.]~~**

**e.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 majority vote of those present at a Board meeting.
- ii. Upon any vote of the Board, 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 Member 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, 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. Approval of the budget or amendment will pass with a majority of the weighted vote.

d.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 Coordinator, as described in Exhibit [K] 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 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 [K] to this 2019 Agreement.

e.d. Policies. The Board will adopt a set of Board Policies that will broadly govern and set the expectations for the operation of 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 (the “Bonds”), and (ii) it is anticipated that the Authority will use only part of the total useable floor area of the EOC (the County currently uses 22%), **[NEED TO UPDATE THIS]**, the lease payments due under the EOC Lease will be determined by multiplying the bond payment 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\_\_ below; (ii) expiration of the Bond 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 pursuant to Paragraph \_\_ below
- b. Other Facilities. In the event the Authority wishes to construct additional public safety facility, such as 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 or by the application of a Party's collected impact fees.

- c. 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 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 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 agree that the no Party will have any fiscal obligation or liability for the payment of salary, wages, benefits, or other compensation of Authority employees 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 [K] and any policies duly adopted to be consistent therewith and general merit principles. Exhibit [K] may be altered by the Board by majority vote without the need to amend this 2019 Agreement in the manner provided for in Paragraph \_\_. Upon such alteration, policies may be changed to be consistent with the newly adopted Exhibit [K].

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

- a. Except for Utah Code § 10-6-133 and §10-6-134, Authority will use as guidance the accounting, reporting, budgeting, and auditing requirements of a city of the third class as set forth in Utah Code § 10-6-101, et seq. as modified and enhanced as determined by the Board. The functions of budget officer, treasurer, or any other defined function with respect to 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 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 ~~otherwise~~ 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 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 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 possible on the Authority and remaining Parties.

b. Requirements.

- i. A Party may only withdraw from the Authority after being a Party to the 2004 Agreement, this 2019 Agreement, or a combination thereof, for a minimum of five years.
- ii. 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 twelve months advance notice as to the date it wishes to withdraw from the Authority. The Parties acknowledge that the ~~primary function of the Authority is to provide a service to the Party and 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. that such provision, under this model, is a proprietary function for the purposes of contract interpretation.~~ Furthermore, the Parties acknowledge that the inclusion of a twelve months withdrawal period renders this agreement one of reasonable duration. ~~The Parties therefore agree that a Party cannot avoid the twelve month notice requirement for withdrawal by refusing to fund the obligations created by this 2019 Agreement or arguing that it is not enforceable against a successor governing body under the governmental/proprietary common law test.~~

- iii. The twelve month notice requirement for withdrawal may be shortened upon mutual agreement between the withdrawing Party and the Authority, if approved by Authority's Board.
  - iv. ~~[Option # 1] Upon providing notice of its intent to withdraw, the withdrawing Party will relinquish its representation on the Authority's Board. [Option #2(recommended by Governance): Upon providing notice of its intent to withdraw, the withdrawing Party's Board Member would, if applicable, relinquish his or her position as Board Chair/Vice-Chair and any applicable committee Chairs. The Board Member would also be automatically recused from matters directly affecting the withdrawal process, including exclusion from any closed sessions to discuss matters related to the withdrawal of that Party.]~~ In the event a withdrawing Party revokes its intent to withdraw, its Board ~~and Committee positions representation~~ will be reinstated.
  - v. The Parties ~~and 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 it will,~~ in good faith, ~~negotiate or join existing participate in all~~ relevant mutual and automatic aid agreements ~~covering both the Authority and withdrawing Party.~~
  - vi. 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 of Equipment.

- i. Station Lease. The Authority will cease using the withdrawing Party's stations upon the Party's withdrawal. The withdrawing Party, or other station owner, will receive the station in an as-is condition as of the date of withdrawal. In the event it is not the owner of the station at time of withdrawal and wishes to use it after withdrawal, the withdrawing Party will be responsible for coordinating such use with the station's owner. 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. In the event the Authority has constructed or incorporated improvements into the real property of the stations that cannot be removed without destroying its value, the withdrawing party will reimburse the Authority for the ~~unamortized~~depreciated value ~~cost~~ of the improvements at the time of withdrawal using a ten year straight line ~~recovery~~ 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 Authority or sold to the withdrawing Party pursuant to the terms of this 2019 Agreement.

- iv. Apparatus and Equipment. In the event 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. The withdrawing Party will not be obligated to continue their portion of the payment for any Authority debt related to the acquisition of apparatus and equipment, however, it will not have any property right to the 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 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 Authority loan or lease will be retained by the Authority. **[Option:**



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 Authority, including the potential payment of consideration to Authority to account for any equitable value of the asset, and will only be considered if such a transaction does not adversely affect Authority's operations or the financing of UF Authority's other assets. –The Authority may ~~therefore also~~ substitute another unit as appropriate.

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

d. Personnel. In the event 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 an employee selection process exclusively for interested, existing Authority personnel 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 Authority personnel the first opportunity to fill the prospective new positions.
- iii. The withdrawing Party agrees that Authority employees 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 Authority 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 Authority policy and procedure.
- 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 Authority. The Authority and withdrawing Party will calculate and reimburse any excess URS retirement liabilities that either Party may incur as a result from the employee moving to the withdrawing party, if any. [Likely unneeded due to structure of Fire URS system, further info may be available by time of 4/19 Board Meeting]

vi. Authority agrees to allow any fire fighter leaving the Authority and moving to the withdrawing Party to take their existing, issued personal protective equipment 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. 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 that additional Parties 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. 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 party 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 a party joining the Authority in a public setting without prior notice to the Board. Furthermore, 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, Authority 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 ~~must~~should include the following (These guidelines are subject to revision by the Board in subsequent Board Policy without the need to amend this Agreement)~~[Option: This subsection could be moved into an exhibit if we want it in the interlocal or deferred to Board policy]:~~
- 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 line and staff employees that the proposed municipality desires 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 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 ~~must commit to be a part of the Authority for a minimum of five years. A longer a~~ minimum period of membership may be that will be negotiated

based on the review of ~~the circumstances, including the~~ all 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 and the new member agreeing to sign as a Party to this 2019 Agreement.

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 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. They are all therefore each a separate and independent Party under the terms of this 2019 Agreement and enjoy 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 ~~to~~ otherwise harm the operations of the Authority in providing services to the citizens of the Parties. Similarly, the Authority will assist to the degree 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. Any

alteration in the composition of the Service Area (other than the addition of a completely new Party to the Authority or withdrawal of a Party from receiving services from the Authority) will be accompanied by a written amendment reflecting such composition without the need to undergo the amendment process provided for in Paragraph \_\_\_\_.

~~{this probably needs some work but I think we need some language about how the UFSA is both a party to the agreement and also an aggregate of other parties}~~ **[Get UFSA sign off on this]**

21. **Remittance.** Each Party will prospectively remit the payments required to 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 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 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 breaching Party the 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 30 days will result in the Authority being allowed to declare a Default of this 2019 Agreement. Upon declaration of Default, 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 \_\_\_\_ 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 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 or the mutual agreement of all Parties that the Authority should be dissolved as an interlocal entity. The Agreement may be terminated as to an individual Party pursuant to the withdrawal process provided for Paragraph \_\_\_\_\_. 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 \_\_\_\_ (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 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.
- 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. Such a vote must be a vote to approve representing at least two-thirds of the total Board seats, not just the votes of those 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 \_\_\_\_.

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 Party, sent to that Party's official governmental office address, with a copy also sent to the same official office and addressed to "City 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  
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 Agreement maintains and affirms the creation of the separate interlocal entity known as 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 the 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 Agreement constitutes the entire agreement between the Parties regarding those subjects that are the subject matter of this Agreement, and this 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 Agreement remain in full force and effect and subject to their own respective terms and conditions.

29. **Governing Law & Venue.** The provisions of this 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, Authority agrees to continue to provide services during any litigation and the adverse Party will continue to make payments to 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 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 Agreement. Either Party may, by notice delivered in the manner provided in this 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 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 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.

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

DRAFT

UNIFIED FIRE AUTHORITY  
Resolution No. **04-2019 A**  
(Authorization of Interlocal Cooperative Agreement)

A RESOLUTION OF THE UNIFIED FIRE AUTHORITY BOARD OF DIRECTORS  
AUTHORIZING THE EXECUTION OF AMENDED AND RESTATED INTERLOCAL  
COOPERATIVE AGREEMENT CREATING UTAH LOCAL GOVERNMENTS TRUST

- 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”) was created pursuant to the Interlocal Cooperation Act as a political subdivision of the State of Utah and is governed by its Board of Directors.
- C. Authority and other governmental entities created and established a political subdivision and entity known as the Utah Local Governments Trust.
- D. The Trust was established to provide assistance and insurance benefits related to its purposes.
- E. The Board of Directors of the Authority has determined that it is in the best interests of the Authority its members to approve the execution of An amended and restated interlocal agreement establishing the Trust (“Agreement”).

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 execution of the Agreement, a copy of which is attached hereto as Exhibit “1”. It is the intent of the Board to restate and reaffirm the creation of the Trust for the purposes provided for in the Agreement. The Trust will exercise the powers, duties, and functions provided for in the Agreement.

SECTION 2. APPROVAL OF INTERLOCAL AGREEMENT. The Board hereby approves and authorizes the execution of the Agreement in the form attached as Exhibit “1” to Resolution 04-2019 A, attached hereto. It authorizes its Chief Legal Officer Brian F. Roberts as its attorney to review and approve the form of the Agreement and Fire Chief Dan Petersen to execute it as the Authority’s chief executive officer.

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

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

Passed by the Board of the Unified Fire Authority, this 16th day of April, 2019.

UNIFIED FIRE AUTHORITY

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

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Chief Legal Counsel

\_\_\_\_\_  
Clerk



## **EXHIBIT 1**



**UTAH LOCAL GOVERNMENTS TRUST**

55 South Highway 89, North Salt Lake, UT 84054  
801.936.6400 t 800.748.4440 f 801.936.0300 www.utahtrust.gov



Cynthia Mathews, Administration  
Unified Fire Authority  
3380 S 900 W  
Salt Lake City, UT 84119

October 11, 2018

RE: SIGNED COPY OF INTERLOCAL AGREEMENT

Dear Cynthia,

In reviewing our membership files we noticed that we are missing the signed Interlocal Agreement and Resolution for Unified Fire Authority, that was signed when you became a member of the Trust. If you have a signed copy of the agreement, please forward it to us at [interlocal@utahtrust.gov](mailto:interlocal@utahtrust.gov). If you don't have a signed copy, please follow the protocol of having it reviewed and approved and forward a signed copy to [interlocal@utahtrust.gov](mailto:interlocal@utahtrust.gov). The Trust is required by Utah Code to maintain a signed copy of the agreement.

The Interlocal Agreement details the purpose and operational structure, requirements, and obligations of the Trust. I have included a copy of the Interlocal Agreement and Resolution for your review and signature. The statute requires that the Interlocal Agreement be reviewed by legal counsel before signing. If you have counsel, they can review the agreement. Alternatively, and to simplify the legal review requirement, I have arranged for David Church to review and answer questions at no cost to you. David Church serves as general counsel for many Trust members and is familiar with our Interlocal Agreement. David can be reached at (801) 243-3437 or [bclaw@xmission.com](mailto:bclaw@xmission.com).

Please call me if you have questions or if clarification would be helpful, (801) 808-2137.

Thank you for your membership in the Trust and for responding to this request.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve", written over a horizontal line.

Steven A. Hansen, CEO

Enclosures

AMENDED AND RESTATED INTERLOCAL AGREEMENT CREATING THE  
UTAH LOCAL GOVERNMENTS TRUST

ARTICLE I  
NAME

1.1. The name of the governmental entity created pursuant to this Interlocal Agreement is the Utah Local Governments Trust (hereinafter "the Trust").

ARTICLE II  
PURPOSES

2.1. The purposes of this Agreement and the entity created pursuant thereto are:

2.1.1. PERSONAL BENEFITS. To enable Utah cities, towns, counties, and other special districts of local governments to form a governmental entity to provide a comprehensive and complete program of hospital, medical, dental, disability, life, and other personal benefit plans and programs for units of local governments within the State of Utah.

2.1.2. CASUALTY-PROPERTY. To enable units of local governments to provide a comprehensive and complete program of casualty, property, marine, liability, and other insurance plans or programs required or desirable to protect local governments' property and assets and elected and appointed officials and employees from personal liability.

2.1.3. FUNDS. To create funds from revenues, premiums, and monies which funds shall at all times belong to the participating units of local governments to pay claims of the local units of government according to any plan, program, or contract between the Trust and the participating unit of local government or to purchase the insurance requested by the participating unit of local government.

2.1.4. GENERAL POWERS. To administer, insure, reinsure, fund or self fund, indemnify, or perform any other act necessary to provide or administer any plan or program necessary or desirable to give effect to this Agreement.

2.1.5. SINGLE ENTITY. To enable local governments to act as a single entity to provide personal, casualty, property, marine, liability, or other insurance to participating units of local government.

2.1.6. ADVISOR TO LOCAL GOVERNMENTS. To act as an advisor and counsel to units of local government regarding their insurance needs, obligations, risks, and benefit plans.

2.2. TRUST NOT REQUIRED TO PROVIDE COVERAGES. Nothing in this Agreement shall require the Trust to offer or provide any or all of the plans or programs authorized by this Agreement.

2.3. AUTHORITY. The Trust hereby is granted and authorized to perform and do all acts necessary or convenient and to render all services contemplated and engage in such governmental and proprietary functions, as are authorized or contemplated by Sections 11-13-101 et seq., 10-3-1103, and 63-30d-801 et seq., Utah Code Annotated 1953, to carry out the purposes and intent of this Agreement.

### ARTICLE III DEFINITIONS

3.1. As used in this Interlocal Cooperation Agreement:

3.1.1. LOCAL GOVERNMENTS. "Local governments" means public agency as used in the Interlocal Cooperation Act and includes any county, city, town, special district, or combination thereof; it specifically includes any agency or entity created pursuant to the Utah Interlocal Cooperation Act, Section 11-13-101 et seq., Utah Code Annotated 1953, as amended.

3.1.2. PROPERTY INSURANCE. The definition of "property insurance" set forth in Section 31A-1-301, Utah Code Annotated 1953, is hereby incorporated by reference.

3.1.3. BOND. "Bond" means a faithful performance bond or indemnification bond or any other bond required by any Utah law.

3.1.4. INLAND MARINE. The definition of "inland marine" insurance set forth in Section 31A-1-301, Utah Code Annotated 1953, is hereby incorporated by reference.

3.1.5. WORKERS' COMPENSATION. "Workers' compensation" means any form of workers' compensation permitted or required by the laws of the State of Utah or the laws of the United States.

3.1.6. UNEMPLOYMENT COMPENSATION. "Unemployment compensation" means any form of unemployment compensation permitted or required by the laws of the State of Utah or the laws of the United States.

3.1.7. VEHICLE LIABILITY INSURANCE. The definition of "vehicle liability insurance" set forth in Section 31A-1-301, Utah Code Annotated 1953, is hereby incorporated by reference.

3.1.8. SURETY INSURANCE. The definition of "surety insurance" set forth in Section 31A-1-301, Utah Code Annotated 1953 is hereby incorporated by reference.

3.1.9. ADMINISTRATIVE BOARD. "Administrative board" means the administering body created by this Agreement to operate and administer the Trust and the insurance programs offered by the Trust.

3.1.10. MEMBER. "Member" means any city, county, town, or other unit of local government that participates in one or more plans or programs offered by the Trust. A unit of

local government need not have executed this Interlocal Agreement or Resolution to be a member. Any unit of local government that stops participating in the plans or programs offered by the Trust, shall not be a member.

3.1.11. CASUALTY INSURANCE. The definition of "casualty insurance" (liability insurance) set forth in Section 31A-1-301, Utah Code Annotated 1953, is hereby incorporated by reference.

3.1.12. UNIT OF LOCAL GOVERNMENT. "Unit of local government" means any city, county, town, special district, or any other entity which is a political subdivision of the State of Utah.

3.1.13. PERSONAL INSURANCE OR PERSONAL BENEFITS. "Personal insurance" or "personal benefits" means life, disability, hospital, medical and dental insurance or benefits, unemployment or workers' compensation.

3.1.14. PERSON. "Person" means any individual, company, partnership, corporation, municipal corporation, or any business entity.

3.1.15 INSURANCE. "Insurance" means casualty liability and personal insurance.

#### ARTICLE IV DURATION

4.1. EXTENSION. This Agreement shall be for a period of 50 years, but may be extended by the members.

4.2. WITHDRAWAL. Nothing in this Article shall prevent any local government from withdrawing from the Trust.

4.3. TERMINATION IF VOID. This Agreement shall terminate if it is found to exist entirely in violation of the law.

#### ARTICLE V TRUST FUNDS

5.1. FUNDS PROPERTY OF UNITS OF GOVERNMENTS. All premiums, payments, and funds received, held, or administered by the Trust as herein provided shall be and remain the property and assets of the units of local government which create or participate in the Trust program or programs according to the terms of this Agreement, except that the funds of the Trust shall become the property of the person to whom the funds are paid when paid according to this Agreement, benefit or insurance plans, and programs authorized by the administrative board.

5.2. INTERNAL REVENUE CODE COMPLIANCE. In accordance with Section 115 of the Internal Revenue Code of 1954, as amended, any income derived from the investments or operations of the Trust shall accrue to the units of local government participating

in the Trust. None of the assets, property, funds, or revenues held by the Trust shall ever be deemed to or become the property of the Trust.

5.3. UNRESTRICTED RIGHT TO PROPORTIONATE SHARE OF INCOME. Each unit of local government participating in the Trust shall have the unrestricted right to withdraw its proportionate share (as defined in Section 12.3.) of the income derived from the investments or operations of the Trust. However, to the extent the income so derived is needed to provide reserves for potential claims against programs that the Trust has elected to reinsure or self-insure (under authority of Article VI), participating units of local governments agree to defer the withdrawal of that portion of the income so needed until such time as the administrative board determines using actuarially sound insurance accounting principles that such withdrawal will not jeopardize the financial stability of Trust programs.

5.4. FUNDS TO BE USED TO PURCHASE OR PROVIDE COVERAGE. The local governments hereby authorize and direct the administrative board to do all things necessary and proper and to use the payments or contributions received by the Trust to purchase and maintain in force such policy or policies of insurance as they in their sole discretion shall determine to be in the best interest of the members and the employees of the members; or on an actuarially sound basis, to use such funds to establish a program or programs of self-insurance, reinsurance, or co-insurance.

#### ARTICLE VI MANAGEMENT AND ALLOCATION OF FUNDS, PURCHASE OF INSURANCE, BONDS, REINSURANCE, SELF-FUNDING

6.1. LICENSED CARRIER REQUIRED. If casualty insurance or personal insurance policies are purchased, it shall be from a licensed insurance carrier. Policies may be purchased for one or more of the casualty insurance or personal insurance programs offered by the Trust from one or several carriers; or the Trust may reinsure or self-insure one or more of the programs and purchase the casualty insurance or personal insurance from a carrier for the remaining programs. Where the Trust purchases insurance or personal insurance from a carrier, the Trust shall be the policyholder. The amount of casualty insurance, personal insurance, and benefits shall be such as the administrative board may determine subject to securing a policy or policies from one or more carriers or bond companies able to provide the benefits from the premium paid.

6.2. TRUST TO ACT AS POLICYHOLDER. The administrative board may apply for such insurance policies or group insurance or personal insurance or group personal insurance in its name as policyholder or in the names of the participating members and may use the fund to pay for and accept and hold as part of the fund the policy or policies insured to the Trust in its name as policyholder.

6.3. TERMS OF POLICY. The administrative board may agree with an insurer of any policy or policies issued for the purposes of this Agreement on waiting period, definitions of full-time employment and all other necessary or desirable provisions, including the eligibility of

employees; or, in the case of self-insurance, the local government and administrative board may provide specifically such terms and conditions.

6.4. SEPARATE ACCOUNT REQUIRED. The Trust Board shall create separate funds and accounts for each of the following:

- A. Hospital, medical, and dental;
- B. Disability;
- C. Life (except where part of the hospital and medical plan) whether or not dental is included;
- D. Fidelity and fiduciary;
- E. Casualty, marine, property, and liability.

The assets of each fund shall not be co-mingled with those of another fund, nor shall it be subject to attachment, claims, or payment of damages in any other fund. Where a participating unit of local government elects to participate in Groups A, B, and C, or any combination of these groups, the Trust may treat the account as participating in the fund for which a majority of the premium is paid. One fund may make loans to another.

6.5. FUND MANAGEMENT. With respect to each fund, the administrative board shall use and apply each fund:

6.5.1. GENERAL ADMINISTRATION. To pay or provide for the payment of all reasonable and necessary expenses of collecting the local governments' contributions and administering the affairs of each fund, including, but without limitation, all expenses which may be incurred in connection with each fund, the employment of such administrative, legal, expert, and clerical assistance, the leasing of such premises and the purchase or lease of such materials, supplies, and equipment as the administrative board, in its discretion, finds necessary or appropriate in the performance of its duties.

6.5.2. PAYMENT OF PREMIUMS. To pay or provide for the payment of premiums due from local governments on the policy or policies, when such premiums shall become due; but the administrative board shall not use the fund to maintain in force any insurance for the account of any local government that is in default of payment of contributions to the fund.

6.5.3. RESERVES. To establish and accumulate as part of the fund an adequate reserve which the administrative board shall deem advisable to carry out the purposes of this Agreement.

6.5.4. REFUNDS. To refund premiums, payments, or contributions from local governments for which insurance may not be purchased for any reason, but if a unit of local



government withdraws from the Trust for any reason, the Trust shall be under no obligation to refund any premium, payment, or contribution of the local government if insurance has been purchased for the local government.

6.6. GENERAL OPERATING ACCOUNT. The administrative board may establish a general operating account or fund and may transfer to that account or fund a specified percentage of revenues received in each separate fund for the purpose of establishing a general operating fund or account to administer the general provision of the Agreement.

6.7. DEPOSITORIES-INVESTMENTS. All premiums, contributions, and monies received by the Trust hereunder as part of the fund or funds shall be deposited by it in such bank or banks as the administrative board may designate for that purpose, and all withdrawals of monies from such bank or banks shall be made only by check signed by a person or persons authorized by the administrative board to sign and countersign but no bank shall be elected as a depository of the funds of the Trust that is not a member of the Federal Deposit Insurance Corporation or is not supervised and insured by an instrumentality of the United States Government.

6.8. BOND REQUIRED. All officers and employees of the Trust who are authorized to sign or countersign checks or who otherwise may handle monies or other property of the Trust shall be bonded.

6.9. DIVIDENDS, EXPERIENCE RATING. Anything contained in this Agreement to the contrary notwithstanding, the administrative board may agree with the insurer or insurers for the combination of financial experiences, for dividend purposes, of policies issued to the administrative board pursuant to this Agreement and of policies not so issued with insured employees of local governments that are insured under this Agreement. The administrative board may agree with the insurers and to provide for a centralized administration of all policies or may administer the programs themselves in any manner deemed advisable by the administrative board.

## ARTICLE VII LOCAL GOVERNMENT CONTRIBUTIONS TO THE TRUST

7.1. PERSONAL INSURANCE OR BENEFITS. On application and acceptance by the administrative board or the Executive Director, each local government shall pay to the Trust a sum determined by the administrative board to participate in any personal insurance or self-funded benefit program offered by the Trust. Each local government shall pay to the Trust on such day of each month as determined by the administrative board for all the local governments, such member's contributions for personal insurance when and as the administrative board shall deem necessary to pay the premium due, together with that member's fair share of expenses on account of the personal insurance purchased for such local governments but all local government payments shall be credited against premiums and shares of expenses due from local governments.

7.2. CASUALTY AND LIABILITY INSURANCE. On application and acceptance by the administrative board or the Executive Director, each local government shall pay to the Trust a sum determined by the administrative board to participate in any casualty or liability insurance or self-funded casualty or liability program offered by the Trust. Each local government shall pay to the Trust on such day of each month as determined by the administrative board for the local governments, such member's contributions for insurance when and as the administrative board shall deem necessary to pay the premium due, together with that member's fair share of expenses on account of the insurance purchased for such local governments but all local government payments shall be credited against premiums and shares of expenses due from local governments.

## ARTICLE VIII PARTICIPATION OF LOCAL GOVERNMENTS IN THE ASSOCIATION

8.1. PERSONAL INSURANCE. The employees of a unit of local government that make application to the administrative board shall, on approval of the application and payment of the premium established by the administrative board, become insured by the Trust under the policy or policies of the Trust and shall participate in the Trust for such personal insurance, provided the employee satisfies the requirements for participation in such personal insurance as may be established by the personal insurance carrier or carriers of the policy or policies under which such insurance is offered; or, under such requirements as the administrative board may establish for participation in any self-funded personal benefit plan or program. A local government's participation in the Trust personal insurance program shall commence on the date set by the Board. The personal insurance carrier of the policy or policies, if any, shall at all times be kept informed by the administrative board of the local governments that participate in the Trust personal insurance, as well as the names of their employees. A local government may participate in the personal insurance program on approval of the application and payment of the premium. The local government need not execute this Agreement to participate, but must subscribe to the personal insurance or benefits to be provided pursuant to this Agreement by resolution, ordinance, or contract.

8.2. CASUALTY AND LIABILITY INSURANCE. A unit of local government that makes application to the administrative board shall, on approval of the application and payment of the premium established by the administrative board, become insured by the Trust under the policy or policies of the Trust and shall participate in the Trust for such insurance, provided the unit of local government satisfies the requirements for participation in such casualty insurance as may be established by the insurance carrier or carriers of the policy or policies under which such insurance is offered; or, under such requirements as the administrative board may establish for participation in any self-funded casualty program. A local government's participation in the Trust insurance program shall commence on the date set by the administrative board. The insurance carrier of the policy or policies, if any, shall at all times be kept informed by the administrative board of the local governments that participate in the Trust insurance. A local government may participate in the casualty or liability insurance program on approval of the application and payment of the premium. The local government need not

execute this Agreement to participate, but must subscribe to the insurance or benefits to be provided pursuant to this Agreement by resolution, ordinance, or contract.

8.3.       TERMINATION OF QUALIFICATIONS. A local government shall cease to qualify for participation in the Trust for any insurance or benefit plan when it fails to make its contribution as provided in Article VII for the insurance on the date when due or within the period of time allowed by the administrative board for the payment thereof; or if a local government shall cease to qualify under or by reason of any state or federal law; or when the local government fails to comply with the rules and regulations made by the administrative board from time to time with respect to the administration of the insurance Trust fund or funds; including, but without limiting the generality of the foregoing, the method and accuracy of local government's reports, the effective date of insurance of its employees, the discontinuance of insurance of its employees, premiums due, or any and all other facts which the administrative board deems advisable to assure a sound administration of the insurance programs offered by the Trust.

8.4.       TERMINATION OF PARTICIPATION. When in accordance with the provisions of this Article VIII, a local government ceases to qualify for participation in the Trust for the insurance provided under the policy or policies, the administrative board shall, if insured by a carrier, forthwith give notice thereof to the insurance carrier of the policy or policies under which such insurance is provided, and such policy or policies and participation of the local government in the Trust shall terminate to such extent and at such time as the insurance terminates. In such event the Trust shall have no further liability to local government or its employees whose participation and insurance have terminated.

#### ARTICLE IX RETURN OF MONIES RECEIVED FROM PERSONS NOT QUALIFYING AS A LOCAL GOVERNMENT AS DEFINED IN THIS AGREEMENT

9.1.       Should any monies be received by the Trust for the purpose specified in Article II of this Agreement from any local government failing to satisfy the requirements for participation in the Trust, or from any local government whose employees do not become insured under the policy or policies, such monies shall be returned, and there shall be no further obligations whatsoever in connection therewith.

#### ARTICLE X ADMINISTRATION OF THE TRUST

10.1.       ADMINISTRATIVE BOARD. The Trust shall be governed and administered by an administrative board composed of at least seven officials representing participating Members. The administrative board may from time to time, on a two-thirds vote of the administrative board, increase the number of members on the administrative board without amending this Agreement, but the number shall not exceed 15.

10.1.1. CITIES AND TOWNS. Up to four members of the administrative board shall be elected officials from participating cities and towns unless the number of participating cities and towns is less than four, in which case the minimum number of elected officials from cities and towns on the administrative board shall be reduced to the number of participating cities and towns. The terms of the municipal administrative board members shall be four years, but the terms shall be staggered so that one position is filled each year. If a municipal member of the administrative board ceases to be an elected official, the remaining municipal members shall appoint a person to serve until the next election. At the next election a municipal elected official shall be elected to fill the remainder of the term.

10.1.2. COUNTIES. Up to three members of the administrative board shall be elected officials from participating counties unless the number of participating counties is less than three, in which case the minimum number of elected officials from counties on the administrative board shall be reduced to the number of participating counties. The terms of the county administrative board members shall be four years, but the terms shall be staggered so that one position is filled each year. If a county member of the administrative board ceases to be an elected official, the remaining county members shall appoint a person to serve until the next election. At the next election a county elected official shall be elected to fill the remainder of the term.

10.1.3. SPECIAL DISTRICTS. Up to three members of the administrative board shall be elected or appointed officials from participating special districts unless the number of participating special district is less than three, in which case the minimum number of officials from special districts on the administrative board shall be reduced to the number of participating special districts. The terms of the special district administrative board members shall be four years, but the terms shall be staggered so that one position is filled each year. If a special district member of the administrative board ceases to be an official of a district, the remaining special district members shall appoint a person to serve until the next election. At the next election a special district elected or appointed official shall be elected to fill the remainder of the term.

10.1.4 APPOINTED OFFICIALS. The elected officials of the administrative board may appoint additional members to serve on the board, but the number of appointed board members shall not exceed one third of the total board membership. Any vacancy in the appointed member positions shall be filled by the remaining board members. Terms may be staggered as the board deems appropriate.

10.2. RESIGNATION. A member of the administrative board may resign and become and remain fully discharged from all further duty or responsibility hereunder upon giving 30 days notice in writing to the remaining members, or such shorter notice as the remaining members may accept as sufficient, in which notice there shall be stated a date and such resignation shall take effect on the date specified in the notice, unless a successor member shall effect immediately upon the appointment of such successor member.

ARTICLE XI  
POWERS OF ADMINISTRATIVE BOARD

11.1. AS POLICYHOLDER. The administrative board may exercise all rights or privileges granted to it as policyholder by provisions of each policy or allowed by the insurance carrier of such policy, and may agree with such insurance carrier to any alteration, modification, or amendment of such policy, and may take any action respecting such policy or the insurance provided thereunder which may be necessary or advisable, and such insurance carrier shall not be required to inquire into the authority of the administrative board with regard to any dealings in connection with such policy.

11.2. CONSTRUE THIS AGREEMENT. The administrative board shall have power to construe the provisions of this Agreement and the terms used herein, and any reasonable construction adopted by the administrative board in good faith shall be binding upon the local governments and employees.

11.3. LIABILITY OF MEMBER. Notwithstanding anything contained herein to the contrary, each local government shall be liable to The Utah Local Governments Trust for the premium for its insurance and the insurance of its employees under the policy or policies for any period during which such insurance is in force and the administrative board shall enforce such liability for such premiums to the extent necessary to pay premiums due under any such policy or policies. In the event any such policy or policies are terminated and premium due thereunder is not paid by the administrative board to the insurance carrier issuing the policy or to the Trust on the date the premium is due thereunder, such insurance carrier, if it shall so elect, shall immediately be subrogated to the right of the Trust to enforce the liability of any local government under this Agreement and may apply any sums collected first toward its expense of suit including costs and counsel fees and then toward the discharge of the premium obligation under the policy or policies. Any such election by the insurer may be exercised at any time and shall not constitute a waiver of its right to collect any deficiencies in premium from the Trust.

11.4. ADMINISTRATIVE BOARD - GENERAL MANAGEMENT MEETINGS. The administrative board shall have the general management, control, and direction of all the business activities and affairs of the Trust, with full power to transact all its business, including the making of deposits in and disbursements from the funds. The administrative board shall meet at least bi-annually.

11.5. COMPENSATION. The members of the administrative board shall receive compensation for their duties and shall be reimbursed for all reasonable and necessary expenses which they may incur in the performance of their duties. Provision may be made to compensate one or more members of the administrative board for special executive or administrative services performed in connection with the direction, administration, or operation of the Trust.

11.6. RULES AND REGULATIONS. The administrative board may promulgate such rules and regulations as may, in its discretion, be proper or necessary for the sound and efficient administration of the Trust; but such rules shall not take effect until a copy or copies

thereof have been mailed to the carrier of such policy or policies which may be affected by such rules and regulations.

11.7. GENERAL ADMINISTRATION. The administrative board may delegate its administrative and ministerial powers and duties to an Executive Director. The Trust may employ such persons as it deems necessary on such terms and conditions as the administrative board shall deem appropriate.

11.8. RECORDS - AUDITS - REPORTS. The Trust shall keep true and accurate books of account and records of all its transactions, which shall be audited annually or more often by a public accountant and furnish to participating local governments from time to time reports respecting the status of the Trust and the status of each fund and the status of the bond, policy or policies, and the benefits paid thereunder, but the administrative board shall not be required to furnish such reports more often than annually.

11.9. MEETINGS. Any action by the administrative board pursuant to this Agreement may be taken either at a meeting, a meeting at which all or several members participate by electronic means, or in writing without a meeting. A meeting may be called at any time by the chairman or any two members, giving at least five days written notice to the other members. Notice of any meeting may be dispensed with if all the members in writing waive the notice. Notice shall be deemed waived by any member that appears at a meeting, unless such appearance is solely for the purpose of objecting to the failure to give the notice required by this section.

11.10. MAJORITY REQUIRED. Any action taken by the administrative board pursuant to this Agreement, except as otherwise provided, shall be by at least a majority of a quorum of the members. A quorum is a majority of the total number of the members of the administrative board.

11.11. NO LIABILITY OF BOARD. The administrative board shall not have any liability with respect to the nonpayment of local government contributions. All suits and proceedings to enforce or protect any other right, demand, or claim on behalf of the administrative board or Trust, may be instituted and prosecuted on behalf of the Trust and the administrative board.

11.12. NO LIABILITY - EXCEPTIONS. The members of the administrative board personally and individually, whether severally or jointly, shall not be liable in any matter or transaction or for any omission relating to the conduct of the business of the Trust nor their respective activities and performance of their duties with respect thereto. No member shall be liable for errors in judgment of himself or of the other members nor for any act, judgment, or exercise of discretion of the administrative board's agents or employees, in the conduct of the Trust and each shall be liable only for his own willful misconduct or wrongdoing in respect thereto.

11.13. FULL FAITH AND CREDIT. The administrative board shall honor and be bound by all agreements made by their predecessors, successors, assigns, or assignors.

ARTICLE XII  
TERMINATION-DISTRIBUTION OF ASSETS

12.1. PROCEDURE. This Agreement may be terminated:

12.1.1. BY MEMBERS. On a two-thirds majority vote of all members at a meeting called for that purpose after written notice of such meeting stating the time, purpose, and place of the meeting is given to all members at least 30 days prior to this meeting.

12.1.2. BY ADMINISTRATIVE BOARD. By a two-thirds majority vote of all of the members of the administrative board at a meeting called for that purpose after written notice of such meeting stating the time, purpose, and place of the meeting is given to all members of the board and of the Trust at least 30 days prior to the meeting. The Trust board may not terminate this Agreement if more than 25 percent of the members appear at the meeting to object to terminating this Agreement.

12.2. PAYMENT OF OBLIGATIONS. On termination of this Agreement, the entity and administrative board shall continue in existence for the purpose of winding down the affairs of the Trust. The Trust shall make provision, so far as reasonably possible, for the orderly transfer of all policies held in the name of the Trust and to protect members and their employees. The Trust shall, to the extent it has revenues, pay all obligations of the Trust from each fund for which the fund is obligated.

12.3. DISTRIBUTION OF ASSETS. After paying or making provision for paying all claims, whether reported or unreported, the Trust shall pay to the member participants, including those that may have ceased to be members, their proportionate share of the assets from each fund according to the member's ratio of contribution to the fund to the total contribution of all members divided by the unencumbered assets of the fund. Notwithstanding the foregoing, the decision of the Trust board as to the distribution of the assets of the Trust within each fund to participating members and former members shall be final and binding unless the distribution is arbitrary, unreasonable, and capricious under the construction given by the administrative board.

ARTICLE XIII  
AMENDMENTS

13.1. BY MEMBER. The members of the Trust may amend the provisions of this Agreement except Sections 5.1., 5.3 12.3., and 13.5. on a two-thirds vote of those attending any meeting called for that purpose by at least ten members or by the administrative board, on giving at least 30 days written notice of the time, purpose, and place of the meeting. The written notice must include the specific language of the proposed amendment.

13.2. BY BOARD. The administrative board may amend the provisions of the Agreement, except Sections 5.1., 5.3 12.3., and 13.5. by a two-thirds vote, at any meeting called for that purpose if at least 30 days written notice of the time, purpose, and place of the meeting is provided to all members and members of the board. The written notice must include the specific language of the proposed amendment and advise the members about their right to object to the

proposed amendment and the method by which such right may be exercised. The amendment shall not be effective if more than 50 percent of the members appear personally or provide written objection to the proposed amendment prior to the time of the meeting.

13.3. RESTRICTIONS ON RIGHT TO AMEND. Sections 5.1, 5.3., 12.3., and 13.5. shall not be amended except with the unanimous concurrence of all members and local governments entitled to the funds of or refunds or payments from the Trust.

13.4. NOTICE OF AMENDMENT. After an amendment has been approved by the members or Trust board, notice shall be given to all members of the amendment together with a statement of the effective date of the amendment which shall be at least 30 days after the date of the meeting at which the amendment was approved.

13.5. MEMBERS SUBJECT TO CONTINGENT ASSESSMENT. (Reserved.)

13.6. CONSENT REQUIRED FOR OTHER ASSESSMENT. (Reserved.)

#### ARTICLE XIV MISCELLANEOUS PROVISIONS

14.1. RECORDS OF LOCAL GOVERNMENT TO BE FURNISHED. Local governments shall furnish to the administrative board such records and any other information as the administrative board or the insurance carrier of the policy or policies may require in connection with the administration of the Trust. The insurance carrier shall have the right to audit all records of the Trust or local governments pertaining to the insurance provided by the carrier.

14.2. THIRD PARTY CLAIMS AGAINST TRUST FUNDS. Unless otherwise specifically provided in a written agreement between a unit of local government and the Trust, no local government nor any other person claiming by or through such employee by reason of having been named a beneficiary in a certificate or otherwise, shall have any claim against the monies or properties of the Trust, and the interests of such employees, beneficiaries, and other persons claiming through them shall be limited to those specified in the policy or policies.

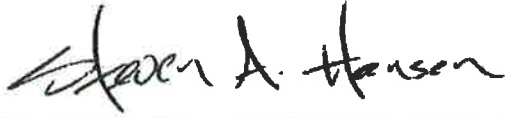
14.3. SPECIAL PROVISIONS RELATING TO WORKERS' COMPENSATION COVERAGE. For each member that chooses to participate in the Workers' Compensation insurance program through the Trust, the Trust shall pay any workers' compensation liabilities incurred during the period of participation and membership. The member's bankruptcy insolvency or withdrawal from the Trust shall not relieve the Trust of such workers' compensation liability, nor shall bankruptcy, insolvency or cessation of the Trust relieve the member of its ultimate liability to pay the worker's compensation claims of the member's employees.

14.4. SUPERSEDES PRIOR AGREEMENT. This Agreement supersedes and replaces all previous Interlocal Agreements creating or establishing the Utah Local Governments Trust.



DATED as of and made effective \_\_\_\_\_, 20\_\_\_\_.

UTAH LOCAL GOVERNMENTS TRUST



\_\_\_\_\_  
Executive Director of Utah Local Governments Trust

\_\_\_\_\_  
Name of Public Agency

\_\_\_\_\_  
Signature of Person Authorized to Bind This Agreement

\_\_\_\_\_  
Date

Approved as to form

  
\_\_\_\_\_  
Attorney



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

GL Period	Check Date	Ref#	Vendor Name	Invoice#	Check Amount
Mar-19	3/8/2019	1	PAYROLL TRANS FOR 2/28/2019 PAY PERIOD	N/A	\$ 1,220,504.73
Mar-19	3/25/2019	2	PAYROLL TRANS FOR 3/15/2019 PAY PERIOD	N/A	1,079,164.93
Mar-19	3/7/2019	82462	SELECTHEALTH	3312019	553,063.20
Mar-19	3/8/2019	2	URS ACH PAYMENT - 3/8/2019 PAYROLL	N/A	445,241.11
Mar-19	3/25/2019	6	URS ACH PAYMENT - 3/25/19 PAYROLL	N/A	435,584.02
Mar-19	3/11/2019	1	EFTPS - 3/8/2019 PAYROLL	N/A	214,467.06
Mar-19	3/6/2019	3062019	WELLS FARGO BUSINESS CARD	Multiple	200,515.26
Mar-19	3/26/2019	4	EFTPS - 3/25/19 PAYROLL	N/A	184,168.74
Mar-19	3/26/2019	5	STATE TAX ACH PAYMENT - 3/25/19 PAYROLL	N/A	132,350.81
Mar-19	3/14/2019	82480	WELLS FARGO ADVISOR FBO UFA4064-8710	Multiple	128,260.68
Mar-19	3/14/2019	82473	MCNEIL & COMPANY, INC	Multiple	87,954.58
Mar-19	3/22/2019	82492	MCNEIL & COMPANY, INC	Multiple	87,345.00
Mar-19	3/7/2019	82454	UTAH LOCAL GOVERNMENTS TRUST	Multiple	72,791.52
Mar-19	3/28/2019	82523	UTAH LOCAL GOVERNMENTS TRUST	Multiple	72,600.84
Mar-19	3/28/2019	82529	PUBLIC EMPLOYEES HEALTH PROGRAM	FEBBILL2019	66,151.15
Mar-19	3/7/2019	82444	KEN GARFF WEST VALLEY CJDR	1044	53,910.00
Mar-19	3/14/2019	82481	STATE OF UTAH - GASCARD	Multiple	32,227.71
Mar-19	3/7/2019	82439	CUSTOM BENEFIT SOLUTIONS	Multiple	31,514.96
Mar-19	3/14/2019	3	FUNDS TRANSFER FROM FIRE TO EM FOR UPD ONLINE PAYMENT	N/A	27,528.00
Mar-19	3/14/2019	82474	MOPA, LLC	19-5958	24,650.00
Mar-19	3/7/2019	82445	KRONOS INCORPORATED	11421903	22,240.00
Mar-19	3/28/2019	82524	CUSTOM BENEFIT SOLUTIONS, INC.	3252019	22,177.73
Mar-19	3/7/2019	82457	CUSTOM BENEFIT SOLUTIONS, INC.	3082019	22,071.49
Mar-19	3/22/2019	82498	ROCKY MTN POWER	Multiple	19,193.80
Mar-19	3/7/2019	82448	MOPA, LLC	19-5866	18,750.00
Mar-19	3/14/2019	82477	UNIFIED FIRE SERVICE AREA	Multiple	15,671.76
Mar-19	3/22/2019	82503	ZOLL MEDICAL CORPORATION	2833714	15,665.00
Mar-19	3/7/2019	82466	SELECTHEALTH	03312019RET	15,231.50
Mar-19	3/21/2019	32119	APPARATUS EQUIPMENT & SERVICE, INC	Multiple	14,187.31
Mar-19	3/22/2019	82485	COMCAST	77842815	13,941.90
Mar-19	3/7/2019	82446	MAYORS FINANCIAL ADMIN	MFA0000702	12,222.39
Mar-19	3/28/2019	82514	MAYORS FINANCIAL ADMIN	MFA0000704	12,222.39
Mar-19	3/28/2019	82516	NW APPAREL INDUSTRY	4B	12,014.33
Mar-19	3/28/2019	82517	ON SITE STORAGE	3/4/19B	11,680.00
Mar-19	3/14/2019	82467	CAPSTONE STRATEGIES	3/1/2019	11,666.67
Mar-19	3/7/2019	82441	DOMINION ENERGY	Multiple	11,486.99
Mar-19	3/28/2019	82525	FIDELITY SECURITY LIFE INSURANCE COMPANY	3312019	10,082.68
Mar-19	3/22/2019	82501	UNIVERSITY MEDICAL BILLING	Multiple	9,728.00
Mar-19	3/7/2019	82460	LOCAL 1696 - IAFF	3082019	7,626.00
Mar-19	3/28/2019	82527	LOCAL 1696 - IAFF	3252019	7,602.75
Mar-19	3/14/2019	82471	FLASHPOINT FIRE EQUIPMENT, INC.	1902-10 USD	7,389.20
Mar-19	3/14/2019	82478	UTAH DEPT WORKFORCE SERVICES	Multiple	7,387.83
Mar-19	3/27/2019	32721	VEHICLE LIGHTING SOLUTIONS, INC	Multiple	6,747.58
Mar-19	3/14/2019	82469	DEPARTMENT OF PSYCHIATRY	Multiple	6,375.00
Mar-19	3/28/2019	82507	DOMINION ENERGY	Multiple	6,180.57
Mar-19	3/21/2019	32120	NAPA AUTO PARTS	Multiple	5,203.50
Mar-19	3/28/2019	82520	STRYKER SALES CORPORATION	Multiple	4,900.75
Mar-19	3/28/2019	82509	GALLAGHER BENEFIT SERVICES, INC	167792	4,500.00
Mar-19	3/28/2019	82515	NO LIMIT CONSTRUCTION INC	2/25/2019	4,500.00
Mar-19	3/27/2019	32719	APPARATUS EQUIPMENT & SERVICE, INC	Multiple	4,485.00
Mar-19	3/28/2019	82513	L.N. CURTIS AND SONS	INV263433	4,093.20
Mar-19	3/7/2019	82449	POWER STROKES PAINTING INC.	1602	3,391.23
Mar-19	3/28/2019	82506	DESERT EDGE HEATING & COOLING	2001	2,780.00
Mar-19	3/21/2019	32121	WEIDNER FIRE	Multiple	2,619.69
Mar-19	3/14/2019	82472	KRONOS INCORPORATED	Multiple	2,391.98
Mar-19	3/22/2019	82486	DOMINION ENERGY	Multiple	2,315.17
Mar-19	3/27/2019	32722	WEIDNER FIRE	Multiple	2,282.68
Mar-19	3/28/2019	82505	CUSTOM BENEFIT SOLUTIONS	Multiple	2,269.90
Mar-19	3/7/2019	82461	OFFICE OF RECOVERY SERVICES	3082019	2,252.95

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\2019-03 Disbursements\10

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

GL Period	Check Date	Ref#	Vendor Name	Invoice#	Check Amount
Mar-19	3/28/2019	82528	OFFICE OF RECOVERY SERVICES	3252019	2,252.95
Mar-19	3/28/2019	82534	FIREFIGHTERS CREDIT UNION	03252019TV	2,065.31
Mar-19	3/7/2019	82465	FIREFIGHTERS CREDIT UNION	03082019TV	2,036.17
Mar-19	3/28/2019	82512	KRONOS INCORPORATED	Multiple	1,835.50
Mar-19	3/22/2019	82487	EAGLE SIRENS, INC.	191264	1,745.00
Mar-19	3/14/2019	82479	WASATCH FRONT WASTE RECYCLE DIST	Multiple	1,736.00
Mar-19	3/28/2019	82526	FIREFIGHTERS CREDIT UNION	03252019SF	1,628.61
Mar-19	3/7/2019	82458	FIREFIGHTERS CREDIT UNION	03082019SF	1,600.71
Mar-19	3/7/2019	82443	INTERSTATE BILLING SERVICE, INC.	Multiple	1,542.08
Mar-19	3/31/2019	8	TO RECORD BANK FEES - MARCH 2019	N/A	1,517.85
Mar-19	3/7/2019	82451	SHRED-IT USA	8126606688	1,362.00
Mar-19	3/7/2019	82452	SIMPLY RIGHT, INC.	115133A	1,320.90
Mar-19	3/6/2019	30619	AMERICAN MECHANICAL SYSTEMS SERVICE LLC	Multiple	1,318.72
Mar-19	3/28/2019	82530	PUBLIC EMPLOYEES LT DISABILITY	3252019	1,287.82
Mar-19	3/28/2019	82504	CANON FINANCIAL SERVICES, INC.	Multiple	1,063.03
Mar-19	3/7/2019	82456	WORKFORCEQA, LLC	532775	1,053.00
Mar-19	3/31/2019	7	TO RECORD AMBULANCE REALTED BANK FEES - MARCH 2019	N/A	1,033.40
Mar-19	3/7/2019	82453	UTAH BROADBAND, LLC	Multiple	995.00
Mar-19	3/7/2019	82455	VLCM	608337	865.00
Mar-19	3/7/2019	82459	HOLDAWAY, NICHOL B.	159903677NH	811.85
Mar-19	3/28/2019	82521	THE PARTRIDGE GROUP	Multiple	750.00
Mar-19	3/28/2019	82532	UTAH RETIREMENT SYSTEMS	031219MISC	731.47
Mar-19	3/7/2019	82442	FITNESS MACHINE TECHNICIANS	1070	632.68
Mar-19	3/22/2019	82491	LARRY H. MILLER FORD	501311	566.02
Mar-19	3/14/2019	82470	DOMINION ENERGY	G-#109 2/19	558.81
Mar-19	3/22/2019	82495	PURCHASE POWER	POSTAGE 2/19	520.99
Mar-19	3/7/2019	82440	DESERT EDGE HEATING & COOLING	2036	520.00
Mar-19	3/22/2019	82494	PITNEY BOWES GLOBAL	3308247772	433.62
Mar-19	3/13/2019	31319	GOLD CUP SERVICES INC.	Multiple	414.00
Mar-19	3/22/2019	82482	ABSOLUTE JANITORIAL SERVICES	3008	394.41
Mar-19	3/22/2019	82490	JUAN GONZALEZ LLC	3/18/2019	349.00
Mar-19	3/22/2019	82499	SHRED-IT USA	Multiple	293.37
Mar-19	3/28/2019	82508	FITNESS MACHINE TECHNICIANS	1098	290.00
Mar-19	3/28/2019	82510	JOHNSON ROBERTS & ASSOCIATES, INC.	138803	262.50
Mar-19	3/28/2019	82519	STANDARD RESTAURANT EQUIPMENT CO.	Multiple	249.53
Mar-19	3/22/2019	82500	STRYKER SALES CORPORATION	2606020M	223.89
Mar-19	3/28/2019	82522	UTAH BROADBAND, LLC	799661	199.00
Mar-19	3/22/2019	82488	FITNESS MACHINE TECHNICIANS	1085	186.61
Mar-19	3/22/2019	82496	ROADPOST USA, INC	RU08188296A	185.16
Mar-19	3/7/2019	82463	UNIFIED POLICE FEDERATION	3082019	171.00
Mar-19	3/28/2019	82531	UNIFIED POLICE FEDERATION	3252019	171.00
Mar-19	3/14/2019	82468	COPPERTON IMPROVEMENT DISTRICT	W-#115 2/19	142.00
Mar-19	3/27/2019	32720	UNITED SITE SERVICES	114-8183272	127.00
Mar-19	3/7/2019	82447	METRO PLUMBING	8994	125.00
Mar-19	3/22/2019	82502	WORKFORCEQA, LLC	533632	121.50
Mar-19	3/14/2019	82475	SALT LAKE COUNTY SERVICE AREA #3	W/S-#113 2/19	99.54
Mar-19	3/7/2019	82450	ROCKY MOUNTAIN WATER COMPANY	66233	59.85
Mar-19	3/6/2019	30620	APPARATUS EQUIPMENT & SERVICE, INC	19-IV-2208	50.70
Mar-19	3/28/2019	82518	ROCKY MOUNTAIN WATER COMPANY	Multiple	47.55
Mar-19	3/22/2019	82497	ROCKY MOUNTAIN WATER COMPANY	68379	44.10
Mar-19	3/7/2019	82464	UTAH STATE TAX COMMISSION	03082019SC	40.00
Mar-19	3/28/2019	82533	UTAH STATE TAX COMMISSION	03252019SC	40.00
Mar-19	3/14/2019	82476	SATCOM GLOBAL INC.	AI03190796	34.64
Mar-19	3/28/2019	82511	KENNECOTT UTAH COPPER LLC	1227	1.00
Mar-19	3/7/2019	82368	JENSEN & SULLIVAN, LLC. (VOIDED CHECK)	02082019NH	(205.65)
Mar-19	3/7/2019	82430	JENSEN & SULLIVAN, LLC. (VOIDED CHECK)	02252019NH	(606.20)
					<b>\$ 5,554,818.21</b>

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\2019-03 Disbursements\10

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

<b>GL Period</b>	<b>Check Date</b>	<b>Ref#</b>	<b>Vendor Name</b>	<b>Invoice#</b>	<b>Check Amount</b>
Mar-19	3/28/2019	2	EOC TRANSFER - 3/8/2019 PAYROLL	N/A	\$ 50,569.61
Mar-19	3/28/2019	3	EOC TRANSFER - 3/25/2019 PAYROLL	N/A	49,645.56
Mar-19	3/7/2019	7205	XCEL GENERAL CONTRACTING, INC.	1845	43,664.79
Mar-19	3/1/2019	1	FUNDS TRANSFER FROM EOC TO FIRE - JANUARY PCARDS	N/A	31,319.81
Mar-19	3/29/2019	4	FUNDS TRANSFER FROM EOC TO FIRE - FEBRUARY PCARDS	N/A	27,657.54
Mar-19	3/22/2019	7210	MIDWEST COMMERCIAL INTERIORS	9170	20,041.24
Mar-19	3/7/2019	7199	COMPUNET, INC.	125867	16,798.61
Mar-19	3/28/2019	7217	BRIMHALL ELECTRIC, INC.	Multiple	9,224.00
Mar-19	3/22/2019	7213	SATCOM GLOBAL INC.	AI03190610	5,302.66
Mar-19	3/22/2019	7216	THE BLUE CELL, LLC	UFA_0319	5,000.00
Mar-19	3/22/2019	7212	ROCKY MTN POWER	E-EOC 2/19	3,271.03
Mar-19	3/28/2019	7218	MAYORS FINANCIAL ADMIN	FAC0000432	2,891.77
Mar-19	3/14/2019	7208	WELLS FARGO ADVISOR FBO UFA4064-8710	3/11/19K	2,281.56
Mar-19	3/21/2019	32122	CDW GOVERNMENT LLC	Multiple	2,125.91
Mar-19	3/14/2019	7209	STATE OF UTAH - GASCARD	Multiple	1,676.84
Mar-19	3/22/2019	7215	SYRINGA NETWORKS, LLC	19MAR0232	1,175.00
Mar-19	3/28/2019	7219	UTAH LOCAL GOVERNMENTS TRUST	1573938C	1,174.62
Mar-19	3/7/2019	7200	CUSTOM BENEFIT SOLUTIONS	123B	1,000.00
Mar-19	3/7/2019	7204	UTAH LOCAL GOVERNMENTS TRUST	1573342C	983.94
Mar-19	3/12/2019	31320	CDW GOVERNMENT LLC	RJF1812	885.85
Mar-19	3/7/2019	7203	SIMPLY RIGHT, INC.	115133B	880.60
Mar-19	3/7/2019	7201	DOMINION ENERGY	G-EOC 2/19	657.15
Mar-19	3/14/2019	7206	MAYORS FINANCIAL ADMIN	SLC0000239	382.43
Mar-19	3/28/2019	7220	PUBLIC EMPLOYEES HEALTH PROGRAM	02282019EOC	268.86
Mar-19	3/12/2019	31321	GOLD CUP SERVICES INC.	707245	174.75
Mar-19	3/7/2019	7202	LEADS	2/21/2019	100.00
Mar-19	3/22/2019	7214	SHRED-IT USA	8126806934D	95.47
Mar-19	3/22/2019	7211	ROADPOST USA, INC	RU08188296B	61.72
Mar-19	3/14/2019	7207	WASATCH FRONT WASTE RECYCLE DIST	5612C	50.00
					<b>\$ 279,361.32</b>

**UNIFIED FIRE AUTHORITY**  
**CASH DISBURSEMENTS - FIRE CAPITAL REPLACEMENT FUND**  
**MARCH 2019**

<u>GL Period</u>	<u>Check Date</u>	<u>Ref#</u>	<u>Vendor Name</u>	<u>Invoice#</u>	<u>Check Amount</u>
Mar-19	3/7/2019	8	APPARATUS EQUIPMENT & SERVICE, INC	19-IV-2244	\$ 90,950.70
Mar-19	3/22/2019	82489	JORDAN CAMPER	INV-UFA-01-17-19-B	1,544.00
Mar-19	3/7/2019	8	VEHICLE LIGHTING SOLUTIONS, INC	4543	1,260.50
Mar-19	3/7/2019	8	VEHICLE LIGHTING SOLUTIONS, INC	4584	1,260.50
Mar-19	3/22/2019	82483	ARTISTIC SIGN DESIGN LLC	19-1079	897.90
					<b><u>\$ 95,913.60</u></b>

**UNIFIED FIRE AUTHORITY**  
**REVENUES AND EXPENDITURES - GENERAL FUND (FIRE)**  
**AS OF MARCH 31, 2019**

	Total	Budget	Unearned	% of Budget
<b>FIRE REVENUES</b>				
Alta	\$ 108,414	\$ 144,552	\$ 36,138	75.0
Cottonwood Heights	2,724,875	3,633,166	908,292	75.0
Unified Fire Service Area	34,700,132	46,266,842	11,566,711	75.0
Holladay	1,845,410	2,460,548	615,138	75.0
MIDA contract	50,000	51,000	1,000	98.0
MEMBER FEES & SERVICE CONTRACTS	39,428,830	52,556,108	13,127,278	75.0
Ambulance service fees	4,551,100	7,000,000	2,448,900	65.0
Collections revenues	131,176	-	(131,176)	0.0
AMBULANCE OPERATIONS	4,682,276	7,000,000	2,317,724	66.9
SL County canyon recreation area fees	3,175,713	3,175,713	-	100.0
Witness/jury duty fees	111	-	(111)	0.0
CERT class fees	834	7,200	6,366	11.6
Fire and medical report fees	2,952	4,500	1,548	65.6
Hazmat & tank permit fees	113,033	115,000	1,968	98.3
Firewatch	10,088	10,000	(88)	100.9
Fireworks permit fees	3,620	5,000	1,380	72.4
CPR class fees	11,516	10,000	(1,516)	115.2
EMT school fees	56,411	60,000	3,589	94.0
Event billings - Information Outreach	8,155	29,400	21,245	27.7
Event billings - Special Enforcement	11,040	6,000	(5,040)	184.0
Exam fees	-	7,500	7,500	0.0
OTHER FEES	3,393,471	3,430,313	36,842	98.9
UFSA management fees	142,348	284,696	142,348	50.0
Miscellaneous intergovernmental	871,507	982,804	111,297	88.7
INTERGOVERNMENTAL REVENUES	1,013,855	1,267,500	253,645	80.0
Federal grants	-	43,807	43,807	0.0
Donations	9,500	9,500	-	100.0
GRANTS AND DONATIONS	9,500	78,202	68,702	12.1
Interest income	283,449	124,000	(159,449)	228.6
Sale of materials	3,133	-	(3,133)	0.0
Rental income	71,172	94,896	23,724	75.0
USAR reimbursements	293,909	563,617	269,708	52.1
Miscellaneous revenues	38,400	1,800	(36,600)	2,133.4
MISCELLANEOUS INCOME	776,896	861,294	84,398	90.2
Transfer from Emergency Services fund	125,000	125,000	-	100.0
Appropriation of fund balance	-	2,496,785	2,496,785	0.0
OTHER FINANCING SOURCES	125,000	2,621,785	2,496,785	4.8
<b>TOTAL FIRE REVENUES</b>	<b>\$ 49,429,828</b>	<b>\$ 67,815,202</b>	<b>\$ 18,385,374</b>	<b>72.9</b>

*Note: Balances include payroll through 04/10/2019 and pcards through 2/28/2019.*

**UNIFIED FIRE AUTHORITY**  
**REVENUES AND EXPENDITURES - GENERAL FUND (FIRE)**  
**AS OF MARCH 31, 2019**

<b>FIRE EXPENDITURES</b>	<b>Total</b>	<b>Budget</b>	<b>Unexpended</b>	<b>% of Budget</b>
Salaries & wages	24,812,379	35,078,825	10,266,446	70.7
Overtime	3,607,731	3,152,179	(455,552)	114.5
Benefits	11,658,782	16,191,203	4,532,421	72.0
<b>SALARIES &amp; BENEFITS</b>	<b>\$ 40,078,892</b>	<b>\$ 54,422,207</b>	<b>\$ 14,343,315</b>	<b>73.6</b>
Art & photo services	180	1,000	820	18.0
Awards & banquet	11,036	45,000	33,964	24.5
Bank fees	10,121	24,000	13,879	42.2
Community outreach	-	3,500	3,500	0.0
Honor guard & pipe band	2,319	9,000	6,681	25.8
Identification supplies	8,776	10,500	1,724	83.6
Line of duty death	13,255	8,500	(4,755)	155.9
Office supplies	36,689	54,750	18,061	67.0
Postage	4,578	13,450	8,872	34.0
Printing charges	14,164	17,998	3,834	78.7
Subscriptions & memberships	29,336	43,125	13,789	68.0
<b>GENERAL &amp; ADMINISTRATIVE</b>	<b>\$ 130,454</b>	<b>\$ 230,823</b>	<b>\$ 100,369</b>	<b>56.5</b>
Bedding & linen	11,176	15,000	3,824	74.5
Books, publications & subscriptions	32,555	50,923	18,368	63.9
Clothing provisions	318,193	455,981	137,788	69.8
Dining & kitchen supplies	1,739	5,000	3,261	34.8
Emergency activations	12,624	1,000	(11,624)	1262.4
Food provisions	30,986	45,800	14,814	67.7
Gasoline, diesel, oil & grease	342,580	445,000	102,420	77.0
Janitorial supplies and service	60,379	50,000	(10,379)	120.8
Medical supplies	357,226	508,000	150,774	70.3
Physical exams	105,141	163,500	58,359	64.3
Canine expenses	1,640	5,000	3,360	32.8
Expenses to be reimbursed by related organization(s)	41,833	17,938	(23,895)	233.2
<b>OPERATING COSTS</b>	<b>\$ 1,316,072</b>	<b>\$ 1,763,142</b>	<b>\$ 447,070</b>	<b>74.6</b>
Liability insurance	441,923	450,000	8,077	98.2
Ambulance - State Medicaid assessment	158,814	300,000	141,186	52.9
UCANN	-	45,000	45,000	0.0
Dispatch service contract	740,944	758,700	17,756	97.7
<b>CONTRACTUAL COSTS</b>	<b>\$ 1,341,681</b>	<b>\$ 1,553,700</b>	<b>\$ 212,019</b>	<b>86.4</b>
Auditor	8,900	8,900	-	100.0
Contract hauling	5,000	1,000	(4,000)	500.0
Intergovernmental expenditures	-	4,000	4,000	0.0
Professional fees	395,468	517,285	121,817	76.5
Ambulance service fees	156,020	315,000	158,980	49.5
<b>PROFESSIONAL SERVICES</b>	<b>\$ 565,388</b>	<b>\$ 846,185</b>	<b>\$ 280,797</b>	<b>66.8</b>
<b>GRANT PURCHASES</b>	<b>\$ 45,270</b>	<b>\$ 68,702</b>	<b>\$ 23,432</b>	<b>65.9</b>
Miscellaneous rental	20,310	35,000	14,690	58.0
Rent of buildings	122,225	147,000	24,775	83.1
<b>RENT</b>	<b>\$ 142,535</b>	<b>\$ 182,000</b>	<b>\$ 39,465</b>	<b>78.3</b>

*Note: Balances include payroll through 04/10/2019 and pcards through 2/28/2019.*



**UNIFIED FIRE AUTHORITY**  
**REVENUES AND EXPENDITURES - GENERAL FUND (FIRE)**  
**AS OF MARCH 31, 2019**

<b>FIRE EXPENDITURES (Continued)</b>	<b>Total</b>	<b>Budget</b>	<b>Unexpended</b>	<b>% of Budget</b>
Facilities maintenance charge	-	3,000	3,000	0.0
Maintenance of machinery & equipment	35,085	146,000	110,915	24.0
Maintenance of buildings & grounds	142,718	255,000	112,282	56.0
Maintenance of office equipment	-	2,000	2,000	0.0
Software maintenance	315,597	422,850	107,253	74.6
Vehicle maintenance	477,941	800,000	322,059	59.7
Vehicle repairs - accident related	52,989	50,000	(2,989)	106.0
REPAIR & MAINTENANCE	<u>\$ 1,024,330</u>	<u>\$ 1,678,850</u>	<u>\$ 654,520</u>	<u>61.0</u>
Communications equipment	27,836	85,000	57,164	32.7
Computer equipment	67,598	141,500	73,902	47.8
Computer software	15,360	19,000	3,640	80.8
Small equipment noncapital	282,811	519,722	236,911	54.4
Small equipment - photography	393	1,000	607	39.3
Training props	23,465	55,000	31,535	42.7
Visual & audio aids	597	4,000	3,403	14.9
SOFTWARE & EQUIPMENT	<u>\$ 418,060</u>	<u>\$ 825,222</u>	<u>\$ 407,162</u>	<u>50.7</u>
Education, training & certifications	87,040	180,155	93,115	48.3
Travel & transportation	66,744	120,000	53,256	55.6
Mileage reimbursement	837	2,000	1,163	41.9
TRAINING & TRAVEL	<u>\$ 154,621</u>	<u>\$ 302,155</u>	<u>\$ 147,534</u>	<u>51.2</u>
Computer lines	146,317	195,000	48,683	75.0
Heat & fuel	88,193	130,000	41,807	67.8
Light & power	186,974	315,000	128,026	59.4
Sanitation	19,080	32,000	12,920	59.6
Telephone	68,149	95,500	27,351	71.4
Telephone - cellular	81,804	183,000	101,196	44.7
Water & sewer	62,588	78,700	16,112	79.5
UTILITIES	<u>\$ 653,105</u>	<u>\$ 1,029,200</u>	<u>\$ 376,095</u>	<u>63.5</u>
Capital outlay	840,653	1,072,531	231,878	78.4
Principal payment on capital lease	3,312,497	3,312,497	-	100.0
Principal payment on related party note payable	81,998	109,881	27,883	74.6
Interest expense	267,252	286,384	19,132	93.3
CAPITAL OUTLAY & LONG-TERM DEBT	<u>\$ 4,502,400</u>	<u>\$ 4,781,293</u>	<u>\$ 278,893</u>	<u>94.2</u>
TRANSFER TO WILDLAND	100,000	100,000	-	0.0
CONTRIBUTION TO FUND BALANCE	-	31,723	31,723	0.0
FUND TRANSFERS & CONTRIBUTIONS	<u>\$ 100,000</u>	<u>\$ 131,723</u>	<u>\$ 31,723</u>	<u>0.0</u>
<b>TOTAL FIRE EXPENDITURES</b>	<u><b>\$ 50,472,808</b></u>	<u><b>\$ 67,815,202</b></u>	<u><b>\$ 17,342,394</b></u>	<u><b>74.4</b></u>
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<u><b>\$ (1,042,980)</b></u>	<u><b>\$ -</b></u>		

*Note: Balances include payroll through 04/10/2019 and pcards through 2/28/2019.*

**UNIFIED FIRE AUTHORITY**  
**REVENUES AND EXPENDITURES - ENTERPRISE FUND (WILDLAND)**  
**AS OF MARCH 31, 2019**

<b>WILDLAND REVENUES</b>	<b>Total</b>	<b>Budget</b>	<b>Unearned</b>	<b>% of Budget</b>
Wildland reimbursements - Hand crew	916,836	765,000	(151,836)	119.8
Wildland reimbursements - Engine 302	275,057	215,000	(60,057)	127.9
Wildland reimbursements - Engine 301	102,196	20,000	(82,196)	511.0
Wildland reimbursements - Single resource	558,887	800,000	241,113	69.9
Wildland reimbursements - Camp Williams	97,623	100,000	2,377	97.6
Camp Williams	454,230	593,480	139,250	76.5
Transfer from General Fund	100,000	100,000	-	100.0
Donations	1,826	1,826	-	100.0
<b>TOTAL WILDLAND REVENUES</b>	<b>\$ 2,506,654</b>	<b>\$ 2,595,306</b>	<b>\$ 88,652</b>	<b>96.6</b>

<b>WILDLAND EXPENSES</b>	<b>Total</b>	<b>Budget</b>	<b>Unexpended</b>	<b>% of Budget</b>
Salaries & benefits	1,873,237	2,059,036	185,799	91.0
Awards	4,093	5,326	1,233	76.8
Books, publications & subscriptions	998	1,050	52	95.0
Capital outlay	56,790	84,500	27,710	67.2
Clothing provisions	8,791	33,500	24,709	26.2
Communication equipment	341	2,500	2,159	13.6
Capital lease payments	84,737	84,737	-	100.0
Computer equipment	1,527	7,000	5,473	21.8
Computer lines	357	2,200	1,843	16.2
Education, training & certifications	1,000	2,000	1,000	50.0
Food provisions	3,936	8,200	4,264	48.0
Gasoline, diesel, oil & grease	25,631	16,000	(9,631)	160.2
Heat & fuel	760	1,500	740	50.7
Interest expense	7,057	7,057	-	100.0
Janitorial supplies and service	35	500	465	7.0
Light & power	1,407	900	(507)	156.3
Maintenance of machinery & equipment	460	500	40	92.0
Maintenance of buildings	7,450	16,500	9,050	45.2
Maintenance of office equipment	-	1,000	1,000	0.0
Medical supplies	-	1,500	1,500	0.0
Office supplies	530	1,000	470	53.0
Postage	5	50	45	10.0
Physical exams	-	10,850	10,850	0.0
Sanitation	131	1,500	1,369	8.7
Small equipment	21,000	84,000	63,000	25.0
Subscriptions & memberships	761	900	139	84.6
Telephone services	2,604	7,500	4,896	34.7
Travel & transportation	92,870	130,000	37,130	71.4
Vehicle maintenance	56,069	21,500	(34,569)	260.8
Water & sewer	516	2,500	1,984	20.6
<b>TOTAL WILDLAND EXPENSES</b>	<b>\$ 2,255,462</b>	<b>\$ 2,595,306</b>	<b>\$ 339,844</b>	<b>86.9</b>
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>\$ 251,192</b>	<b>\$ -</b>		

*Note: Balances include payroll through 04/10/2019 and pcards through 2/28/2019.*

**UNIFIED FIRE AUTHORITY**  
**REVENUES AND EXPENDITURES - SPECIAL REVENUE FUND (EMERGENCY SERVICES)**  
**AS OF MARCH 31, 2019**

<b>EOC REVENUES</b>	<u>Actual</u>	<u>Budget</u>	<u>Unearned</u>	<u>% of Budget</u>
SL County emergency fees	\$ 2,286,330	\$ 2,286,330	\$ -	100.0
Federal grants	50,000	145,810	95,810	34.3
Federal grants - CCTA	63,258	474,011	410,753	13.3
Miscellaneous intergovernmental	27,528	55,000	27,472	50.1
Interest income	24,977	-	(24,977)	0.0
<b>TOTAL EOC REVENUES</b>	<b>\$ 2,454,747</b>	<b>\$ 3,099,551</b>	<b>\$ 644,804</b>	<b>79.2</b>

<b>EOC EXPENDITURES</b>	<u>Total</u>	<u>Budget</u>	<u>Unexpended</u>	<u>% of Budget</u>
Salaries & benefits	\$ 860,601	\$ 1,614,343	\$ 753,742	53.3
Books, publications & subscriptions	200	1,000	800	20.0
Capital outlay	347,815	263,400	(84,415)	132.0
Clothing provisions	2,900	15,000	12,100	19.3
Communication equipment	8,486	36,300	27,814	23.4
Community outreach	8,719	15,000	6,281	58.1
Computer equipment	51,833	40,000	(11,833)	129.6
Computer software	3,820	5,000	1,180	76.4
Education, training & certifications	11,057	32,000	20,943	34.6
Emergency activations	9,141	25,000	15,859	36.6
Maintenance of building & grounds	42,673	85,000	42,327	50.2
Maintenance of machinery & equipment	1,361	1,000	(361)	136.1
Maintenance of office equipment	75	10,000	9,925	0.8
Food provisions	15,385	25,000	9,615	61.5
Gasoline, diesel, gas & grease	12,617	25,000	12,383	50.5
Grant purchases	26,236	87,310	61,074	30.0
Identification supplies	-	1,000	1,000	0.0
Janitorial supplies and service	19,258	35,000	15,742	55.0
Miscellaneous rental	880	5,000	4,120	17.6
Office supplies	7,390	15,000	7,610	49.3
Professional fees	24,232	55,000	30,768	44.1
Postage	89	100	11	89.0
Printing charges	1,517	12,000	10,483	12.6
Small equipment	87,299	142,798	55,499	61.1
Software maintenance	76,848	96,000	19,152	80.1
Subscriptions & memberships	6,647	6,800	153	97.8
Telephone service	17,614	70,000	52,386	25.2
Telephone - cellular	10,414	25,000	14,586	41.7
Travel & transportation	24,462	50,000	25,538	48.9
Utilities	53,462	130,500	77,038	41.0
Vehicle maintenance	4,859	10,000	5,141	48.6
Transfer to General fund	125,000	125,000	-	100.0
Transfer to EOC Vehicle Replacement fund	40,000	40,000	-	100.0
<b>TOTAL EOC EXPENDITURES</b>	<b>\$ 1,902,890</b>	<b>\$ 3,099,551</b>	<b>\$ 1,196,661</b>	<b>61.4</b>
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>\$ 551,857</b>	<b>\$ -</b>		

*Note: Balances include payroll through 04/10/2019 and pcards through 2/28/2019.*

**UNIFIED FIRE AUTHORITY**  
**REVENUES AND EXPENDITURES - CAPITAL PROJECTS FUNDS**  
**AS OF MARCH 31, 2019**

**FIRE CAPITAL REPLACEMENT**

<b>REVENUES</b>	<b>Total</b>	<b>Budget</b>	<b>Unearned</b>	<b>% of Budget</b>
Transfer from General fund	\$ -	\$ -	\$ -	0.0
Interest income	37,550	12,000	(25,550)	312.9
Sale of capital assets	652,362	638,120	(14,242)	102.2
Loan Proceeds	5,231,495	5,231,495	-	100.0
Appropriation of fund balance	-	663,000	663,000	0.0
<b>TOTAL FIRE VEHICLE REPLACEMENT</b>	<b>\$ 5,921,407</b>	<b>\$ 6,544,615</b>	<b>\$ 623,208</b>	<b>90.5</b>

<b>EXPENDITURES</b>	<b>Total</b>	<b>Budget</b>	<b>Unexpended</b>	
Capital outlay - light fleet	\$ 803,592	\$ 1,000,000	\$ 196,408	80.4
Capital outlay - heavy apparatus	2,485,523	2,648,770	163,247	93.8
Capital outlay - computer equipment	-	63,900	63,900	0.0
Capital outlay - medical equipment	1,335,999	1,350,000	14,001	99.0
Capital outlay - station equipment	593,972	711,000	117,028	83.5
Capital outlay - building & improvements	-	130,000	130,000	0.0
Bank fees	1,250	2,825	1,575	44.2
<b>TOTAL FIRE VEHICLE REPLACEMENT</b>	<b>\$ 5,361,408</b>	<b>\$ 6,544,615</b>	<b>\$ 1,183,207</b>	<b>81.9</b>
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>\$ 559,999</b>	<b>-</b>		

**EOC CAPITAL REPLACEMENT**

<b>REVENUES</b>	<b>Total</b>	<b>Budget</b>	<b>Unearned</b>	<b>% of Budget</b>
Transfer from EOC fund	\$ 40,000	\$ 40,000	\$ -	100.0
Appropriation of/(Contribution to) fund balance	-	42,000	42,000	0.0
<b>TOTAL EOC VEHICLE REPLACEMENT</b>	<b>\$ 40,000</b>	<b>\$ 82,000</b>	<b>\$ 42,000</b>	<b>48.8</b>

<b>EXPENDITURES</b>	<b>Total</b>	<b>Budget</b>	<b>Unexpended</b>	<b>% of Budget</b>
Capital outlay	\$ 65,613	\$ 82,000	\$ 16,387	80.0
<b>TOTAL EOC VEHICLE REPLACEMENT</b>	<b>\$ 65,613</b>	<b>\$ 82,000</b>	<b>16,387</b>	<b>80.0</b>
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>\$ (25,613)</b>	<b>\$ -</b>	<b>\$ 25,613</b>	

*Note: Balances include payroll through 04/10/2019 and pcards through 2/28/2019.*