COTTONWOOD HEIGHTS

RESOLUTION NO. 2019-75

A RESOLUTION APPROVING ENTRY INTO AN AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT FOR THE UNIFIED FIRE AUTHORITY

WHEREAS, the Interlocal Cooperation Act, UTAH CODE ANN. §11-13-101 *et. seq.* (the "*Interlocal 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; and

WHEREAS, the city of Cottonwood Heights (the "*City*") is a public agency for purposes of the Interlocal Act; and

WHEREAS, effective 1 January 2004, various jurisdictions which are public agencies under the Interlocal Act entered into an interlocal agreement creating an interlocal entity known as the Unified Fire Authority (the "*UFA*") as authorized by the Interlocal Act and as provided in that interlocal agreement, as heretofore amended (the "*Agreement*"); and

WHEREAS, following its incorporation in January 2005, the City entered into the Agreement with the approval of the other parties to the Agreement; and

WHEREAS, subsequently, the City and the other entities which comprise the current parties to the Agreement proposed certain amendments to the Agreement and eventually formulated a proposed amended and restated version of the Agreement (the "*Amended Agreement*") for approval by the governing bodies of all of such parties as provided in the Interlocal Act, intending to thereby amend, restate and entirely supersede the Agreement with the Amended Agreement; and

WHEREAS, the Council met in regular session on 3 December 2019 to consider, among other things, approving the City's entry into the Amended Agreement; and

WHEREAS, the Council has reviewed the form of the Amended Agreement, a photocopy of which is annexed hereto; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve the City's entry into the Amended Agreement as proposed;

NOW, THEREFORE, BE IT RESOLVED by the city council of the city of Cottonwood Heights that the attached Amended Agreement be, and hereby is, approved, and that the City's mayor and recorder are authorized and directed to execute and deliver the Amended Agreement on behalf of the City.

This Resolution, assigned no. 2019-75, shall take effect immediately upon passage.

PASSED AND APPROVED this 3rd day of December 2019.

ATTEST:

By: _____
Paula Melgar, Recorder

COTTONWOOD HEIGHTS CITY COUNCIL

By _____
Michael J. Peterson, Mayor

VOTING:

Michael J. Peterson	Yea ✓	Nay ___
Michael L. Shelton	Yea ✓	Nay ___
J. Scott Bracken	Yea ✓	Nay ___
Tali C. Bruce	Yea ✓	Nay ___
Christine Watson Mikell	Yea ✓	Nay ___

DEPOSITED in the office of the City Recorder this 3rd day of December 2019.

RECORDED this 3 day of December 2019.

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

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

RECITALS

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

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

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

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

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

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

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

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

AGREEMENT

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

1. **Interlocal Entity.** Pursuant to the Interlocal Cooperation Act, the Parties agree to the continued existence of the Authority as a separate political subdivision and body politic and corporate of the state of Utah, as established pursuant the 2004 Agreement, subject to the revised and restated terms and condition found in this 2019 Agreement.

2. **Name.** The legal entity will continue to be known as the Unified Fire Authority.

3. **Summary of Scope of Services to be Provided by Authority.** The scope and type of services provided to the Parties by the Authority will be determined through the regular adoption and maintenance of a strategic plan and other policies of the Authority, adherence to standards of emergency response coverage, and the annual budget process as determined by the

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

4. The Authority will staff engines and trucks with three or more firefighters in a manner to maintain coverage and response reliability within each community.
    a. 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"), or similar successor rating agency, suppression rating of 3 or better.
    b. In rural/interface areas that are not yet significantly built-upon (as designated and identified by the ISO), 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.
    c. At the time of execution of this 2019 Agreement, the currently existing or planned stations are consistent with these guidelines.

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

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

a. Service Delivery:

i. Fire Suppression.

ii. Advanced and Basic Life Support First Response and emergency transport.

iii. Fire Prevention, including Fire Code review and enforcement.

iv. Fire / Arson Investigation and Bomb Squad.

v. Public Information and Community Events.

vi. Special Operations: hazardous materials, heavy rescue, search and rescue, and surface water rescue.

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

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

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

Contracting Entity will be charged an individual Member Fee and the Service Area will be charged one Member Fee for all of the Service Area Members. Service Area Members will not be charged an individual Member Fee.

7. **County-wide Fire and Emergency Services**. The County (not the other Parties) may budget funds from its County-wide fund to provide county-wide services ("County-wide Services"). Funding for County-wide Services will be separate from fees and other funding agreements provided under this 2019 Agreement. The Authority will prepare a budget request for the County in such form and follow such timelines and procedures as regularly established by the County. The nature and level of County-wide Services provided by the Authority will be in accordance with the funding budgeted by the County. County-wide Services will be integrated into the command structure and organization of the Authority and include the following:

a. Emergency Operation Center and Emergency Planning. Providing emergency services including grant administration; preparing, drafting and reviewing emergency operation plans for County-wide emergency services in accordance with requirements of federal and state statutes and for use by other government agencies in times of disaster or other emergencies; and providing local emergency planning committee services.

b. Recreation Area Services. Providing fire and emergency medical protection services to areas designated as recreational areas pursuant to Utah Code Ann. §17-34-101, et. seq., or any similar successor provision.

c. Additional County-wide Services. Additional County-wide Services may be established by separate agreement between the Authority and the County without the need to amend this 2019 Agreement.

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

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

a. Urban Search & Rescue program funded by FEMA grants.

b. Camp Williams Fire Management Officer and suppression funded by the Utah National Guard.

c. Utah Data Center protection funded by the Utah Military Installation Development Authority.

d. The JATC fire school program funded by the Jordan School District.

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

a. Board of Directors.

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

ii. The County will receive two positions on the Board. One Board Member will be the County Mayor, or a Deputy Mayor or Associate Deputy Mayor as designated by the County Mayor, and one Board Member will be appointed from the County Council.

iii. Except for the County as provided for in subparagraph a(ii), each Board Member must at all times be an elected official of the Party and either a mayor or councilmember of the municipality's governing body.

iv. A Party may designate, on an annual basis, an "alternate" Board Member (who must still qualify under subsections a.ii and a.iii above and be designated in writing to the Authority), to attend and fully participate, including voting, in Board meetings on behalf of the Party if that Party's designated regular Board Member is unable to attend. Board Members are encouraged to appear remotely via phone or video if they are unable to attend in person before utilizing this option and to provide as much notice as possible to staff that the alternate will be attending.

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

vi. Board meetings, and all actions taken thereby, will require a quorum be present and will operate in compliance with the Open and Public Meetings Act (Utah Code Ann. §52-4-101, et seq.), or successor applicable open meetings law.

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

viii. Recognizing the significant time commitment in Board participation, Board Members may, at the discretion of the Board, receive an annual stipend in an amount to be determined by the Board pursuant to the annual budget process for their participation on the Board. While not specifically applicable to the Authority, the Board will comply with the requirements of Utah Code Ann. §10-3-818, or similar successor statutory provision, for any instigation or increase in said stipend. Nothing in this Agreement will prevent an individual Party from compensating, in its discretion, its representative Board Member directly for time spent on Authority matters.

b. Voting.

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

ii. In regards to any proposed vote of the Board, to be taken pursuant to subsection (b)(i) above, to adopt a fiscal year's tentative or final budget, or to adopt any budget amendment, any two Board Members (or alternates) representing separate Parties who are present at a Board Meeting may call for a "weighted vote," at which time, after an opportunity for discussion and deliberation by the Board, a vote will be taken on such issue based upon a weighted voting system with the weight of each Board Member's vote being determined as follows:

1. A "Member Fee Percentage" will be calculated by computing the percentage each Party is paying for the Authority's services in comparison to the total of all Member Fees (Member Fees for this calculation do not include payments for County-wide services provided for in Paragraph 6). UFSA will not be considered a Party for this calculation as its Member Fee in comparison to the total of all Member Fees will be allocated among its member entities in proportion to each Party's taxable value for that fiscal year as calculated by the Utah State Tax Commission.
2. A "Population Percentage" will be calculated by comparing a Party's population to the total population of the communities served by the Authority, using the most recently available census data, as updated by the Kem C. Gardner Policy Institute or other agency subsequently designated by the State of Utah for population estimates.

3. Each Party's Member Fee Percentage and its Population Percentage will then be averaged (i.e. 50 percent allocation by Member Fee Percentage and 50% by Population Percentage) to create the final "Weighted Voting Percentage" for that Party.
4. The County's Weighted Voting Percentage will be divided and allocated equally to each of the County's Board Members for the purposes of a weighted vote. In no event will the total percentage of weighted voting allocated to the County Board Members exceed the County's Weighted Voting Percentage.
5. An example of this calculation as it would occur as of October 1, 2019 is attached hereto as Exhibit "B" with the calculation of the Member Fee Percentage shown in Table 1, the Population Percentage shown in Table 2, and the Weighted Voting Percentage shown in Table 3.
6. When weighted voting is requested under this paragraph, approval of the budget or amendment will pass with an affirmative vote of the majority of the weighted vote, i.e. a vote that exceeds fifty percent of the total weighted vote of all Board Members rather than a majority of a quorum of the Board Members present at the particular meeting.

c. Executive Staff:

i. The Board will directly supervise, appoint, and be responsible for removing 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 the Chief Legal Officer of the Authority. The Board will negotiate, approve, and execute a written employment agreement with the Chief Legal Officer setting forth the terms and conditions of employment.

iii. The Fire Chief will supervise the Chief Financial Officer of the Authority, but will require ratification of the Board for any appointment or removal of an individual to the position of Chief Financial Officer.

iv. The Merit System Coordinator, as described in Exhibit A to this 2019 Agreement, will operate pursuant to policies established by the Board and will report to the Board on matters related to the Authority's Fire Merit System. Upon request of the Board, the Fire Chief will make a nomination or, at the request of the Board, nominations of a candidate or candidates for the position of Merit System Coordinator and the Board will appoint a person to the position.

v. All other employees will be supervised by the Fire Chief pursuant to policies adopted by the Authority and Exhibit A to this 2019 Agreement.

d. Policies. The Board will adopt a set of Board Policies that will broadly govern and set the expectations for the operation of the Authority. These Board Policies

will inform and direct a set of operational policies created and adopted by the Fire Chief/CEO in consultation with the CLO and Command Staff.

11. **Non-Station Facilities**.

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

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

12. **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

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

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

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

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

a. The Authority will be subject to Utah Code § 11-13-501 et seq., or successor provision, for accounting, reporting, budgeting, and auditing requirements, as modified and enhanced as determined by the Board. The functions of budget officer, treasurer, or any other defined function with respect to the Authority will be determined by policies and procedures adopted by the Board. The budgeting cycle for the Authority will be via a fiscal year beginning July 1 and ending June 30 of the succeeding year.

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.

16. **Indemnification.** The services the Authority provides are governmental functions and the Parties are all governmental entities under the "Governmental Immunity Act of Utah" (Utah Code § 63G-7-101, et seq.), or successor provision (the "Immunity Act"). The Parties do not waive any immunities, rights, or defenses available under the Immunity Act, nor does any Party waive any limits of liability provided by the Immunity Act. Consistent with the terms of the Immunity Act, and as provided herein, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees. Each Party agrees to defend, indemnify, save and hold harmless the Authority or 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.

17. **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 twenty-five years. The Parties agree that every five years this 2019 Agreement will be brought before for the Board for review and discussion to determine if revisions are necessary to

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

18. **Withdrawal.**

a. Cooperation. If a Party wishes to withdraw from the Authority and the terms and conditions of this 2019 Agreement, the Parties agree to work cooperatively in such a manner as to minimize the harm to any Party and the public safety of the citizens of all Parties. The Authority will respect the desire and decision of the withdrawing Party, and the withdrawing Party will respect the need for and allow the necessary planning to ensure a withdrawal will result in the minimum impact reasonably possible on the Authority and remaining Parties.

b. Requirements.

i. Due to the complexities of the operation of the Authority and the significant impact a withdrawal may have on the other Parties, a Party must provide at least twelve months' advance notice as to the date it wishes to withdraw from the Authority. Those twelve months will run from the date the UFA Fire Chief and CLO receive a written notice of withdrawal from the withdrawing Party. The Parties acknowledge that the annual Member Fees paid to the Authority do not constitute the establishment of a debt for any Party and will be paid as services are provided. Furthermore, the Parties acknowledge that the inclusion of a twelve months' withdrawal period renders this 2019 Agreement one of reasonable duration.

ii. The twelve month notice requirement for withdrawal may be shortened upon mutual agreement between the withdrawing Party and the Authority, if approved by the Board.

iii. Upon providing notice of its intent to withdraw, the withdrawing Party's Board Member must, if applicable, relinquish his or her position as Board Chair/Vice-Chair and any committee Chair. The Board Member will also be automatically recused from matters directly affecting the withdrawal process. Such recusal will only extend to voting on matters related to the withdrawal process and the withdrawing Party's Board Member will have the right to participate in Board discussions and debates related to such issues. However, a withdrawing Party's Board Member may be excluded from any closed sessions, properly held pursuant to the Utah Open and Public Meetings Act, to discuss matters related to the withdrawal of that Party. If a withdrawing Party revokes its intent to withdraw, its Board and Committee positions will be reinstated.

iv. The Parties and the Authority agree that if a Party withdraws and subsequently forms or participates in a new fire department with other Parties, that the Authority and withdrawing Party will, in good faith, negotiate or join existing relevant mutual and automatic aid agreements covering both the Authority and withdrawing Party, subject to approval of the withdrawing Party's governing body.

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

c. Disposition of Stations or Equipment.

i. Station Lease. The Authority will cease using the stations owned by the withdrawing Party upon the effective date of the Party's withdrawal. The withdrawing Party, or other station owner, will receive the station in an as-is condition as of the effective date of the withdrawal. If the withdrawing Party is not the owner of the station at the time of withdrawal and it wishes to use the station after withdrawal, the withdrawing Party will be responsible for coordinating such use with the station's owner. The Authority will use its best efforts to maintain the station in its condition from the date of the notice to the date of withdrawal, but will not be responsible for any normal wear and tear during the withdrawal period, nor for any deterioration or destruction of the station outside of its control.

ii. Improvements. If the Authority has constructed or incorporated improvements or fixtures into the real property of the stations that cannot be removed without destroying the improvement's value, the withdrawing party will reimburse the Authority for the depreciated value of the improvements at the time of withdrawal using a ten year straight line depreciation period with no residual.

iii. Station Inventory. The Authority and the withdrawing Party will meet and confer to create a property disposition plan to account for supplies and

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

iv. Apparatus and Equipment. If the withdrawing Party has transferred apparatus or equipment to the Authority and such apparatus or equipment has not been cycled through to the end of its usable life or inseparably incorporated in the Authority's inventory, those units will be returned to the withdrawing Party. All apparatus and equipment purchased through the Authority's capital replacement plan is owned by the Authority.

v. Debt Obligation. Although the withdrawing Party will not be obligated to continue its portion of the payment for any debt of the Authority related to the acquisition of apparatus and equipment, however, the withdrawing Party will not have any property right to any such apparatus and equipment in the stations serving the withdrawing Party except as provided for above.

vi. Sale of Apparatus or Equipment. Unless it determines doing so will cause harm to the remaining Parties, the Authority will offer to sell engines, trucks, ambulances, and/or other equipment (each "a unit") assigned to the

stations serving the withdrawing Party at full market value (i.e. the retail price the unit would cost in an arms-length transaction given its age and condition at the time of purchase by the withdrawing Party) as determined by a mutually agreed-upon third party appraisal (hereinafter "FMV"). The withdrawing Party is not obligated to make such a purchase.

1. Any units that were purchased as part of a current, outstanding loan or lease to the Authority will be retained by the Authority. A withdrawing Party may acquire such a unit if the withdrawing Party is able to assume full financial responsibility of the underlying obligation and obtain a full release of the Authority's obligation to maintain ownership of the unit as collateral for any loan, lease, or other transaction. Such an assumption of liability and release will be subject to agreement with the Authority, including the potential payment of consideration to the Authority to account for any equitable value of the asset (i.e. payment of FMV less the assumed obligation) or the obligation being paid and released through the Authority (i.e. payment of FMV and receipt of the unit without any attached debt obligation), and will only be considered if such a transaction does not adversely affect the Authority's operations or the financing of the Authority's other assets. The Authority may also substitute another unit as appropriate.

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

d. Personnel. If the withdrawing Party plans upon withdrawal to start its own department or expand a previously existing department with others, the withdrawing Party agrees to provide (or to encourage, in good faith, the existing department it is joining to provide) an employee selection process exclusively for interested, existing staff of the Authority prior to engaging in an open and public recruitment for staffing.

i. This process does not include recruitment for Fire Chief or other and executive level positions.

ii. The withdrawing Party is not obligated to hire those who apply during this process, merely to give existing staff of the Authority the first opportunity to potentially fill the prospective new positions.

iii. The withdrawing Party agrees that employees of the Authority that are hired by the withdrawing Party will have the option to either: 1) receive a payout of their Authority vacation balance directly from the Authority on the employee's date of separation pursuant to the Authority's then existing policy; or 2) transfer of their vacation hours to their new position with the withdrawing Party. In the event of a transfer and acceptance of vacation hours, the Authority will pay to the withdrawing Party the value of the

vacation hours at the employee's wage rate as of the employee's last day with the Authority.

iv. Sick leave balances of employees hired by the withdrawing Party will not transferred and will be handled pursuant to internal policy and procedure of the Authority.

v. Retirements contributions by the Authority for the any employee leaving the Authority and starting work with a withdrawing Party will cease upon the employee's last day with the Authority.

vi. The Authority will allow any fire fighter leaving the Authority and moving to the withdrawing Party to take their existing, issued personal protective equipment ("PPE") with them to their new employment with the withdrawing Party. The ownership of the PPE will be transferred to the withdrawing Party at no cost.

e. Licenses. The Authority will work in good faith with the withdrawing Party to secure or transfer the necessary licenses or contractual arrangements for the provision of emergency ground transportation.

19. **Admission of New Parties**. The Parties anticipate that during the term of this 2019 Agreement additional governmental entities may wish to join the Authority and be bound to the terms and conditions of this 2019 Agreement. The process and requirements for becoming an additional Party to this Agreement and member of the Authority will apply equally to the addition of a new Contracting Entity to the Authority and to the addition of a municipality to the Service Area. The process and requirements should occur prior to the statutory process required for such admission of a municipality to the Service Area, and any entity that approaches the

UFSA Board or a UFSA Board Member about joining the UFSA will be directed to speak first to the UFA Chair and/or the Fire Chief. Admission of an additional Party will be pursuant to the following process and conditions:

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

b. Under the direction of the Board, the Authority's staff will conduct a feasibility study to evaluate the potential addition of the new member. In conducting the feasibility study under this section, the study should include the following (provided that these guidelines are subject to revision by the Board in subsequent Board Policy without the need to amend this 2019 Agreement):

    i. Population and population density within the proposed municipality;

ii. Current and five-year projections of demographics and economic base in the proposed municipality, including household size and income, commercial and industrial development, and public facilities;

iii. Projected growth in the proposed municipality during the next five years;

iv. The present and five-year projections of the cost, including overhead, of providing the Baseline Services in the proposed municipality as is provided by the Authority in similar municipalities;

v. The number, classification, and cost of wages, salaries, and benefits of any line and staff employees that the proposed municipality desires the Authority to absorb as part of joining the Authority assuming that:

    1. The Authority will agree to accept all fire personnel assigned to engines, trucks, and ambulances;
    2. The Authority will have the option to consider employment of Chief Officers or other staff;
    3. Employees transferred to the Authority will transfer with:
        a. Wages normalized to the Authority pay structure except that if an employee's existing wage is higher, the employee wage will be frozen until the wage is normalized with the Authority wage schedule;
        b. Seniority equal to years of full time career experience with the joining municipality on last day of employment with the joining municipality;

c. Vacation leave balance on last day of employment with a calculation of the total liability for vacation accrual that will be paid for by the joining municipality;

d. Sick leave balance on last day of employment (if hours exceed existing Authority cap, cost for municipality to buy down the employee's sick leave prior to transferring to the Authority).

vi. The location, condition, and value of the physical assets necessary to provide services in the joining municipality that would be transferred to the Authority by the municipality including in the study the feasibility of:

1. A Contracting Entity retaining ownership of the fire stations and being responsible for capital maintenance, or a Service Area Member transferring station ownership and responsibility for capital maintenance to the Service Area.
2. Transferring necessary assets, such as apparatus, equipment, PPE, station supplies, etc. to the Authority to provide the services to the joining municipality.

vii. An assessment of the debts, liabilities, and obligations of the joining municipality that may be necessary for the Authority to acquire in order to provide the services to the joining municipality.

viii. The fiscal impact that the joining municipality's addition has on other Parties by the Authority, including any Member Fee changes that may become necessary to maintain existing levels of service for current Parties.

ix. The impact of adding the municipality to the Authority service area on the Insurance Service Office (ISO) Fire Insurance Community Grading currently held by the Authority.

x. Any other factor that staff considers relevant to the question of admitting a new municipality to the Authority.

c. A joining municipality, depending upon the circumstances and the equities involved in its joining the Authority, may be subject to a separate agreement that may contain a minimum period of membership that will be negotiated based on the review of the circumstances, including the assets and liabilities the municipality will be transferring to the Authority

d. Approval of a new municipality as either a Contracting Entity or as a new member of the Service Area would require a two-thirds affirmative vote of the Authority's Board at a duly noticed meeting (i.e., the affirmative vote of at least two-thirds of all Board Members rather than two-thirds of a quorum of the Board Members present at the particular meeting) and the new member agreeing to sign as a Party to this 2019 Agreement.

e. After approval by the Board just described, an entity desiring to join the Authority by joining the Service Area (as opposed to becoming a Contracting Entity), must file a resolution to initiate the Annexation procedures set forth in Title 17B, Chapter 1, Part 4 of the Utah Code. As this process is statutory in nature, a successful annexation cannot be guaranteed. For instance, the annexation statute allows for a certain number of citizen protests to halt an annexation, or to force an election on the matter.

f. The incorporation of a previously unincorporated area, served by the Authority and located within the Service Area, as a new municipality that remains in the Service Area will not be considered an admission of a "new" Party under this Paragraph. Such municipality will receive a position on the Board as described in Paragraph 9.

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

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

21. **Service Area.** The Service Area Members are each individual municipalities and are served by the Authority. Each Service Area Member is therefore a separate and independent Party under the terms of this 2019 Agreement and enjoys the rights and remedies provided for herein. In the event of a split in position or controversy between or among the Service Area Members, those Parties agree that such will be resolved within the context of the membership and governance of the Service Area and the provisions of this 2019 Agreement will not be used to frustrate the Service Area's purposes or otherwise harm the operations of the Authority in providing services to the citizens of the Parties. Similarly, the Authority will assist to the degree

reasonably possible any Party wishing to switch from a Contracting Entity to a Service Area Member, or vice versa, to accomplish that Party's goal without discrimination or harm to any other Party. An alteration in the composition of the Service Area that does not increase the extent of the Authority's services to another geographic area needs only to be accompanied by a written acknowledgement reflecting such composition without any need to undergo the amendment process provided for in Paragraph 25. For example, if an unincorporated area that is part of the Service Area incorporates into a municipality or a metro township incorporates into a city, and such new entity remains in the Service Area such that Authority services will continue, no amendment is necessary and the new entity may simply sign an acknowledgement to be bound by the terms of this 2019 Agreement as a Party in its newly established form. It will then be considered, in its new form, as a Party to this 2019 Agreement without the need for further action by the other Parties

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

23. **Breach or Failure to Pay.**

a. A failure to timely pay the Member Fee or other payment due to the Authority will be considered an immediate and material breach of this 2019 Agreement. Upon such failure to pay, the Authority will notify the breaching Party of the alleged breach and provide thirty days for the breaching Party to remedy the

alleged breach. Authority will continue to provide the services provided for in this 2019 Agreement in light of the public safety impacts a cessation of services would cause, however, failure to remedy the alleged breach after thirty days will result in the Authority being allowed to declare a default of this 2019 Agreement. Upon declaration of default, the Authority may seek all remedies available at law or equity (including the judicial remedy of injunctive relief to require the continued payment for services being provided), and the declaration of default will be deemed to constitute an involuntary Notice of Withdrawal to begin the process provided for in Paragraph 17 for the breaching Party.

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

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

Party, but any remaining payment obligations remaining after withdrawal and all the provision of Paragraph 15 (Indemnification) will survive the termination with respect to said Party.

25. **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.

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

a. Amendments may be proposed to the Board by any Party or staff of the Authority.

b. The Board shall consider the proposed amendment and may only approve the advancement of the proposed amendment for review by the Parties by a vote of at least two-thirds of the Board present at a duly noticed meeting; i.e., the affirmative vote of at least two-thirds of all Board Members rather than two-thirds of a quorum of the Board Members present at the particular meeting.

c. Upon advancement, each Party (not including the Authority or the Service Area) must present the proposed amendment to their appropriate legislative bodies for review and consideration.

d. Each Party (not including the Authority or the Service Area) will have sixty days to review the proposed amendment with its executive officers and legislative body and either provide notice of acceptance of the proposed amendment or suggest alternatives to be considered by the Board.

e. Subsequent to this legislative review, the Board may approve a final amendment only by a vote of at least two-thirds of the Board at a duly noticed meeting; i.e. the affirmative vote of at least two-thirds of all Board Members rather than two-thirds of a quorum of the Board Members present at the particular meeting.

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 sixty days. Failure to agree to the approved Amendment will constitute an involuntary Notice to Withdraw pursuant to Paragraph 17.

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

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

With a copy to:
Unified Fire Authority
Chief Legal Officer
3380 South 900 West

Salt Lake City, UT 84119

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

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

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

a. This 2019 Agreement maintains and affirms the creation of the separate interlocal entity known as the "Unified Fire Authority" that will operate using its own budget, may acquire real or personal property and may take any other act authorized by Utah law.

b. The Authority will be governed by its Board and according to the provisions of this 2019 Agreement.

c. Because this 2019 Agreement cannot take effect until it has met the requirements of the Interlocal Cooperation Act, each Party agrees by its signature that this 2019 Agreement has been presented and approved by that Party's legislative body by a resolution or ordinance that is in compliance with Utah Code Ann. § 11-13-202.5(2) and been submitted and approved by the attorney authorized to represent the Party in compliance with Utah Code Ann. § 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.

29. **Entire Agreement**. This 2019 Agreement constitutes the entire agreement between the Parties regarding those subjects that are the subject matter of this 2019 Agreement, and this 2019 Agreement supersedes all prior agreements and understandings between the Parties pertaining thereto, except where otherwise specifically stated herein. Notwithstanding the foregoing, any prior agreements between any Parties, such as leases, land-use agreements, easements, deeds, or other matters separate and distinct from the creation and operation of the Authority as an interlocal entity as provided for in this 2019 Agreement remain in full force and effect and subject to their own respective terms and conditions.

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

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

32. **Waiver.** No failure by either Party to insist upon strict performance of any covenant, duty, agreement, or condition of this 2019 Agreement, or to exercise any right or remedy consequent upon a breach thereof, will constitute a waiver of any such breach or of any other covenant, agreement, term, or condition of this 2019 Agreement. Either Party may, by

notice delivered in the manner provided in this 2019 Agreement, but will be under no obligation to, waive any of its rights or any condition to its obligations hereunder, or any duty, obligation or covenant of the other Party. No waiver will affect or alter the remainder of this Agreement, but each and every other covenant, agreement, term, and condition hereof will continue in full force and effect with respect to any other then existing or subsequently occurring breach.

33. **Severability.** In the event that any condition, covenant, or other provision hereof is held to be invalid, void, or unenforceable, the same will be deemed severable from the remainder of this 2019 Agreement and will in no way affect any other covenant, condition, or other provision herein contained. If such condition, covenant, or other provision will be deemed invalid due to its scope or breadth, such provision will be deemed valid to the extent of the scope or breadth permitted by law.

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

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

[signatures begin next page]

UNIFIED FIRE AUTHORITY

UNIFIED FIRE AUTHORITY

By _____
Dan Petersen
Fire Chief

Approved as to legal form:

_____
Brian F. Roberts
Chief Legal Officer

Dated:_____

COTTONWOOD HEIGHTS

COTTONWOOD HEIGHTS

ATTEST:

By _____
Paula Melgar, Recorder

By _____
Michael J. Peterson, Mayor

Approved as to legal form:

_____
Wm. Shane Topham, City Attorney

DATED 3 December 2019

EXHIBIT A

DEFINITIONS

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

a. "Agreement" shall mean that contract, adopted under the Interlocal Agreement Act, which creates or ratifies the creation of the Unified Fire Authority.

b. "Board" shall mean the Board of Directors of the Unified Fire Authority.

c. "Chief" shall be the Fire Chief of the Unified Fire Authority fire department.

d. "Commission" shall mean the Merit Commission of the Fire Merit System.

e. "Coordinator" shall be the Coordinator for the Fire Merit System.

f. "Fire Department" shall mean that part of the Unified Fire Authority which provides fire operational and support services, under the direction of the Chief.

g. "Members" shall mean the municipalities and county which are signatories of the Agreement.

h. "Merit System" shall mean the Fire Merit System created to govern personnel matters in UFA, as established by this Exhibit.

i. "Plan" refers to the Fire Merit System Plan, which creates the Merit System and governs personnel matters therein.

j. "UFA" shall mean the Unified Fire Authority.

FIRE MERIT SYSTEM

1. Employment in the United Fire Authority ("UFA") will be governed by the Fire Merit System as set out in the Agreement, this Fire Merit System Plan ("Plan"), and policies and procedures adopted under paragraph three below.

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

c. Temporary employees, which includes administrative or support staff employees who work less than 1040 hours per year, paid-call firefighters, or wild-land firefighters are merit-exempt and are at will.

2. The Merit System, and the policies adopted under this Plan, shall provide for the effective implementation of basic merit principles, including the following:

a. Hiring, selecting, advancing and disciplining employees based on ability, knowledge and skill;

b. providing fair and adequate compensation;

c. training employees to assure high quality performance;

d. retaining employees on the basis of adequate performance and separating employees whose inadequate performance cannot be corrected;

e. fairly treating all applicants and employees without regard to race, color, religion, gender, national origin, political affiliation, age, or disability or any other characteristic protected by federal or state law from discrimination;

f. providing information regarding political rights and prohibited practices; and

g. providing a procedure for informal employee grievances and formal appeals.

3. The adoption of personnel policies and the establishment of a pay plan are legislative activities which are the responsibility of the Board.

a. Board shall adopt a comprehensive code of personnel policies and procedures regarding the employment status, procedures and benefits for all employees covered by the merit system, including fire fighters and non-fire fighters. Those personnel policies and procedures must be consistent with merit principles and with the provisions of this exhibit.

b. The Board shall adopt a comprehensive fire merit system classification plan and grade allocation system applicable to all merit- covered employees and shall prepare and establish a pay plan that includes salaries, incentives, leave, insurance, retirement, and other benefits.

4. The administration of the Merit System and classification plan is the responsibility of a Merit System Coordinator ("Coordinator").

a. The Coordinator is a merit-exempt employee or a contractor who works immediately under the direction, and at the pleasure of, the Board.

b. The Coordinator maintains and manages the Merit System classification plan, as directed by the Board, makes recommendations regarding Merit System and personnel matters to the Board and to the Fire Chief.

c. The Coordinator shall prepare and conduct competitive examinations for both hiring and promotion and shall prepare registers based on the results of those examinations. All positions covered by the Merit System shall be filled by competitive process. The final hiring authority is vested in the Fire Chief, in accordance with policies and procedures adopted by the Board.

5. The resolution of formal personnel grievances and appeals brought by Merit System employees is a judicial activity within the responsibility of a Merit Commission ("Commission").

a. The Commission shall consist of three persons ("Commissioners") appointed by the UFA Board.

b. Commissioners shall be persons who are experienced in personnel, civil service or related matters and who support basic merit principles. Commissioners may not hold elected office nor be employees of the UFA or of Salt Lake County or any municipality contracting with the UFA. Commissioners shall be appointed for three year terms, but the initial terms of commissioners shall be adjusted in order to stagger terms and one commissioner, chosen by lot, shall serve a two-year term, the second a three-year term, and the third a four-year term.
Compensation of Commissioners shall be set by Board policies and procedures. Commissioners may be removed, by the Board, for cause, including failure to perform Commission activities. The internal organization of the Commission, including the appointment of a chair and the establishment of hearing procedures, shall be at the discretion of the Commissioners. Staff assistants and accommodations shall be provided by the Board.

c. Commissioners shall have the authority to hear and resolve appeals and disciplinary action which are brought by merit employees. In so doing, the Commission may affirm, modify, or vacate disciplinary action. The subject matter jurisdiction regarding appeals which may be heard by the Commission shall be established and defined by policies and procedures adopted by the Board; provided, however, that the Commission shall always have the authority to hear grievances regarding demotion, suspension without pay and termination. The Board, by policy and procedure, shall define employee grievances that are and are not appealed to the Commission, and those that are resolved by internal grievance within the fire, emergency, and support command structure.

d. Any appeals by employees regarding general pay inequities which significantly affect the cost of Baseline Services (Agreement paragraph 3), are not heard by the Commission, but are appealed to and resolved by the UFA Board. Appeals regarding pay inequities shall be resolved in accordance with policies adopted by Board.

6. The UFA's operational services, including fire, paramedic, emergency and support staff services, are provided by the UFA Fire Department ("Department"). Personnel administration as set out below in the Department is the responsibility of the Fire Chief.

a. The Fire Chief is responsible for management of the Fire Department, including those operational personnel matters which are not specifically vested in the Coordinator under the provisions of this plan. The Fire Chief shall adopt and promulgate an operational procedures manual regarding standard operating procedures in the Department, including but not limited to personnel matters such as work schedules and assignments, payroll procedures, staffing, travel and training.

b. All employees are subject to disciplinary action based on misconduct or failure to perform, under the responsibility of the Fire Chief and as defined in policies and procedures adopted by the Board. Such policies and procedures shall comply with merit principles as established in this Plan. The right to review disciplinary action shall be established by policies and procedures, which shall distinguish between disciplinary action which is subject to formal appeal to the Commission and that which is subject to informal grievance internal to the Department.

c. The Fire Chief shall administer and support an internal grievance review system which may include mediation or a peer review board, as provided in Policies and Procedures adopted by the Board.

d. The Fire Chief shall be responsible to develop job descriptions, make final selections for appointments and promotions from registers as established herein, conduct performance evaluations and to carry out the responsibilities vested in the Fire Chief by Policies and Procedures and may make recommendations to the Board and the Director regarding merit system issues.

7. Amendments to this Plan may be proposed by the Fire Chief, the Coordinator, a member of the Board, or other interested parties. A proposed amendment shall be submitted to the Board for consideration and review. The Board shall make a recommendation regarding the proposal and forward it to the legislative bodies of the County and of each city contracting with the UFA for consideration and approval. If at least two-thirds of the legislative bodies of the County and cities concur in the proposed amendment, it shall be adopted and become part of this plan.

EXHIBIT "B"

Table 1. MEMBER FEE PERCENTAGE			
Member	**FUNDING TO UFA**	**% of UFSA**	**% OF FUNDING**
UFSA*	$48,890,839		88.17%
Millcreek City		20.38%	**17.97%**
Salt Lake County Unincorporated		18.18%	**16.03%**
Taylorsville City		13.06%	**11.52%**
Riverton City		12.21%	**10.77%**
Herriman City		9.61%	**8.47%**
Midvale City		8.49%	**7.48%**
Cottonwood Heights City	$3,818,822	n/a	**6.89%**
Eagle Mountain City		6.98%	**6.15%**
Holladay City	$2,586,904	n/a	**4.67%**
Kearns Metro Township		4.89%	**4.31%**
Magna Metro Township		4.21%	**3.71%**
Emigration Metro Township		0.96%	**0.84%**
White City Metro Township		0.93%	**0.82%**
Alta Town	$152,665	n/a	**0.28%**
Copperton Metro Township		0.12%	**0.11%**
TOTAL	55,449,230	100.00%	100.00%

*UFSA's percentage of UFA Member Fees is divided between UFSA members based on taxable value:

UFSA BREAKDOWN BY 2019 TAXABLE VALUE

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

Table 2. POPULATION PERCENTAGE

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

Source: Kem Gardner Policy Institute, University of Utah
Salt Lake and Utah County Subcounty Estimates
Subcounty Estimates Data (Excel Format) / City-Population tab / Total Population column

Table 3. WEIGHTED VOTING PERCENTAGES

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