

MOAB VALLEY FIRE PROTECTION DISTRICT
HEADQUARTERS – 45 SOUTH 100 EAST, MOAB, UTAH

MEETING AGENDA

Tuesday November 4, 2024
4:00 p.m.

CALL TO ORDER

APPROVAL OF MINUTES OF PREVIOUS MEETING(S):

1. September 30, 2024 Annexation Public Hearing

CITIZENS TO BE HEARD

APPROVE BILLS AND SIGN CHECKS

OLD BUSINESS

1. Procurement Policy
2. Salary Survey

ACTION ITEMS

1. Annexation- Asset ILA with Grand County
2. Resolution 2024-003 – Annexation
3. Loan Package – BME Engine
4. Approve Meeting Schedule for 2025

NEW BUSINESS

1. Review of Updated Draft Budgets

ADJOURN

Executive session if needed
Workshop session as needed

NOTICE OF SPECIAL ACCOMMODATION DURING PUBLIC MEETINGS.

In compliance with the Americans with Disabilities Act, individuals with special needs requests wishing to attend Moab Fire Department Commission meetings are encouraged to contact the Department two (2) business days in advance of these events. Specific accommodations necessary to allow participation of disabled persons will be provided to the maximum extent possible. Requests for inclusion on an agenda and supporting documentation must be received by 5:00 PM on the Thursday prior to a regular Commission Meeting and forty-eight (48) hours prior to any Commission Meeting. Information relative to these meetings/hearings may be obtained at the Moab Valley Fire Department 45 S. 100 E. Moab Utah 84532 (435)259-5557

Posted by Cathy Bonde

On 10/31/2024

Moab Valley Fire Protection District Commission Meeting

PUBLIC HEARING-ANNEXATION

45 South 100 East, Moab Utah 84532

September 30, 2024 - 6:00 p.m.

A. Call to Order:

1. The meeting was called to order by Chairman Archie Walker at 6:00 p.m.
2. Commissioners Present: Chairman Archie Walker, Commissioner Jim McGann (electronically)
3. Staff Present: Chief TJ Brewer, Administrator Cathy Bonde, Battalion Chief Brandon McGuffee
4. Commissioner Absent: Commissioner Charlie Harrison

B. PUBLIC HEARING-ANNEXATION:

1. Commission Chairman Archie Walker opened the public hearing on annexation at 6:00 p.m. He thanked audience members for attending. He stated that the purpose of the public hearing is to receive public comment on Moab Valley Fire Protection District's proposed annexation, and he provided background on Grand County's request for Moab Valley Fire Protection District to annex some areas of Grand County into its district.

Commissioner Walker informed the public that protests to the annexation must be in writing, and he encouraged anyone who planned to protest at the public hearing to follow up with the protest in writing.

Commissioner Walker directed those wishing to speak to fill out a public comment card and bring the card to the front of the room.

2. Gene Ciarus addressed his concerns with annexation. He stated he has property in Willow Basin, and he said Moab Valley Fire Protection District is unable to service his property. He stated that until his property can be properly serviced, he should not be charged a fire tax. He had concerns about an engine being able to access property in Willow Basin as well as the time it would take services to get to his property.

Mr. Ciarus asked how the rate on the mailing was calculated. Cathy Bonde stated those numbers come from the county treasurer, Chris Kauffman, in the same way that figures would be provided for a tax increase. Mr. Ciarus said he inquired with the office and was told the numbers did not come from them. Cathy again stated the numbers came from the treasurer's office, and she offered to share the email she received from the county treasurer containing the information with Mr. Ciarus.

Commissioner Walker thanked Mr. Ciarus for his comments.

3. Craig Lechleiter spoke on behalf of himself and his wife, Wendy. He stated they live in Green River. He asked how much revenue would be provided to the district if the annexation goes through. Commissioner McGann stated at one time it was estimated to be \$220,000.00. Cathy Bonde clarified that with the anticipation of our tax rate falling next year as it has the last several years, the revenue will be closer to \$185,000.00.

Mr. Lechleiter asked how many of the dwellings were occupied as the tax amounts are different based on primary and secondary dwellings. Cathy Bonde stated when tax bills are received by citizen, if the property is their primary residence, being where they actually reside and vote, the taxing value of the property is discounted. If the property is a secondary property, meaning not where the owner actually resides, the property is taxed at its full value.

Mr. Lechleiter said their property is on Hasting Road on the edge of the county. Fortunately they have not had any fire issues. Mr. Lechleiter and Chief Brewer had a conversation on how emergency dispatch would work with annexation. Discussion was also had on the possibility of a future MOU with Green River Fire Department. Commissioner Walker added that Green River Fire Department is not required to respond to fires in Grand County, and an MOU would clearly define expectations of both departments.

Commissioner Walker and Chief Brewer thanked Mr. Lechleiter for his comments.

3. Petenia Pfnister addressed the commission. She stated she has property on the north end of the mountains, Castleton, and along Highway 128. She said she would like to have some questions answered in order to complete her written submittal.

She said that if something happens on most of the annexation map, state or federal resources would take care of those incidents. Her question was how annexation impacts the response to these areas and if constituents are being double taxed. Commissioner Walker stated that we will be required to respond to structure fires. The state and federal agencies do not respond to structure fires. Ms. Pfnister asked for clarification on response to land fires. Chief Brewer stated Moab Fire currently has a contract with the state to help them on non-structure fires.

Ms. Pfnister asked if Moab Fire had the apparatus to respond to remote areas. Commissioner Walker replied that we do.

Ms. Pfnister asked why Moab Fire was looking for more work and stated she had heard concerns about weekend coverage. Chief Brewer said there is a need to cover Grand County with emergency services and this is a step in the right direction. He added that at the moment our personnel are out on a rescue call on BLM property. Commissioner Walker shared that Moab Fire responds to vehicle accidents and extrication along with residential fire, and we assist in suppression of land fires.

Ms. Pfnister asked if a campfire gets out of control on the mountain, who does she call. Chief Brewer stated she would call 911 and if it was on private property, we would go. He added we have engines that can make it up there. Ms. Pfnister asked what State Forestry and Fire is responsible for. Commissioner Walker said they are responsible for public lands and we are responsible for private.

Ms. Pfnister asked again why Moab Fire was trying to do more work. Chief Brewer stated there is a gap in coverage, and Moab Fire told the county we are responding to incidents out in the county a lot. The county asked us to look into annexation, and that is why we are going through the annexation process.

Ms. Pfnister stated she understands that the county has not been “ponying up” with the cost of Moab Fire’s responses in the county, and asked if they are now contributing the cost to Moab Fire. She said perhaps the beef is with the county and not the taxpayers. Commissioner Walker said part of this process is to clean that up.

Commissioner McGann stated that we bill the county each year for calls out of district, and those funds come out of the county’s general fund which causes taxpayers in our district to be taxed twice for fire services, once for the district, and once for areas out of the district. Ms. Pfnister asked if that would stop with annexation, and the reply from Commissioner Walker was yes; that is the goal.

Ms. Pfnister asked how Castle Valley Fire is affected by annexation as she said she already pays a tax to Castle Valley Fire. Chief Brewer stated if she is in Castle Valley Fire’s district, she will only pay a tax to them. Discussion was had on Ms. Pfnister’s parcels, and Cathy Bonde stated Castleton is not currently in Castle Valley’s fire district. She added that there are 23 Castleton area parcels in the proposed annexation area. Chief Brewer stated he would like to follow up with Ms. Pfnister on the taxing district her properties fall into.

Ms. Pfnister asked what the bottom line was in relation to Moab Fire wanting to annex. Chief Brewer stated that every year we go into negotiation with the county to cover costs of responding outside our district and the process is tiresome. The easiest way for both entities to not have that fight or negotiation every year is to annex. Annexation has been explored for years. We have looked at pass through taxing districts, we suggested to the county they get quotes from Unified to see what the cost would be for another fire department to provide services, and the conclusion was annexation is the best option.

Commissioner McGann stated the bottom line for him is taxpayers within our district not paying for responses outside of the district.

Commissioner Walker thanked Ms. Pfnister for her comments

4. Gayna Dunham Salinas stated she has property in the forgotten area of Grand County near Green River. She asked what Grand County fire currently covers. Chief Brewer referred to the annexation map showing the current district boundaries and stated Moab Fire currently has an agreement with Grand County to cover areas outside our district. Chief Brewer detailed additional aspects of the annexation map. Chief Brewer and Commissioner Walker clarified that Grand County does not have a fire department.

Ms. Dunham Salinas asked about any relationship with Arches National Park. Chief Brewer stated Moab Fire has an agreement with them. They have certain rules and regulations, and if they request our services, we go.

Ms. Dunham Salinas stated the Green River area is far from Moab Fire’s stations, and she would like to see an MOU with Green River’s fire department written before annexation. She would like the MOU to reimburse Green River for incidents they go to in Grand County.

Commissioner Walker thanked Ms. Dunham Salinas for her comments.

Commissioner Walker again encouraged people to provide comments and protests in writing.

5. From the audience, it was asked if Grand County reimburses Moab Fire for calls outside the district. Commissioner Walker stated that partially they currently do. Commissioner McGann added that the reimbursement has increased over the last 5 years.

Cathy Bonde added that for 2024 Moab Fire billed Grand County \$200,000.00 for fires outside of our district, and Grand County paid the district \$150,000.00. She said Moab Fire's fee schedule is used to determine cost, and the cost is actually closer to \$290,000.00.

Cathy Bonde reiterated that Moab Fire encourages people to provide written protests. If protests equate to a certain amount, legally Moab Fire cannot annex. She added Moab Fire has received 3 written protests to date.

6. There was a general comment from the audience that the mailing could have been clearer. She stated people get lost in the legalese, and it becomes difficult to figure out what it means. Cathy Bonde stated Moab Fire did what was legally required, but the point is well taken and understood.

G. Adjourn:

1. With no further comment, Chairman Walker adjourned the meeting at 6:31 p.m.

Date _____

Archie Walker, Chair

Attest: _____

Cathy Bonde, Clerk

MOAB VALLEY FIRE PROTECTION DISTRICT
Profit & Loss Budget vs. Actual
January through December 2024

		Jan - Dec 24 Budget \$ Over Budget % of Budget			
		Jan - Dec 24	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense					
Income					
3018 · Operating Grants					
3018.1 · Misc Grants		3,400.00	2,000.00	1,400.00	170.0%
Total 3018 · Operating Grants		3,400.00	2,000.00	1,400.00	170.0%
3017 · Donations		260.00	0.00	260.00	100.0%
3020 · Local taxes					
3020.1 · General		63,929.08	1,077,597.00	-1,013,667.92	5.93%
3020.2 · Delinquent Tax		44,306.63	15,000.00	29,306.63	295.38%
3020.3 · MISC. Tax		67,402.26	85,000.00	-17,597.74	79.3%
Total 3020 · Local taxes		175,637.97	1,177,597.00	-1,001,959.03	14.92%
3014 · Sales Service, Contracts					
3014.7 · Emergency Coordinator		27,354.00	32,824.80	-5,470.80	83.33%
3014.1 · Arches National Park		1,500.00	1,500.00	0.00	100.0%
3014.2 · Grand County		150,000.00	200,000.00	-50,000.00	75.0%
3014.3 · San Juan County		46,000.00	46,000.00	0.00	100.0%
3014.4 · State of Utah (Wildland)		289,164.40	276,000.00	13,164.40	104.77%
3014.5 · Miscellaneous		20.00	200.00	-180.00	10.0%
3014.6 · Fee Schedule Billed					
3014.62 · Other Fee Schedule Billing		37,275.79	5,000.00	32,275.79	745.52%
3014.61 · Inspections		40,913.93	65,000.00	-24,086.07	62.95%
Total 3014.6 · Fee Schedule Billed		78,189.72	70,000.00	8,189.72	111.7%
Total 3014 · Sales Service, Contracts		592,228.12	626,524.80	-34,296.68	94.53%
3011 RENT & MISC					
3011.1 · Apt 1		0.00	2,000.00	-2,000.00	0.0%
3011.2 · Apt 2		2,000.00	2,400.00	-400.00	83.33%
Total 3011 RENT & MISC		2,000.00	4,400.00	-2,400.00	45.46%
3060 · INTEREST		39,067.39	48,000.00	-8,932.61	81.39%
Total Income		812,593.48	1,858,521.80	-1,045,928.32	43.72%
Gross Profit					
Expense					
440 · Cont. to Other Gvts.		1,010.00	1,600.00	-590.00	63.13%
410 · Bad Debt		0.00	1,000.00	-1,000.00	0.0%
411 · PAYROLL EXPENSES/SALARIES					
Total 411 · PAYROLL EXPENSES/SALARIES		529,307.27	758,910.00	-229,602.73	69.75%
413 · EMPLOYEE BENEFITS		259,224.00	432,000.00	-172,776.00	60.01%
414 · Nonwage Compensation / Mbr Bfts		18,032.60	95,000.00	-76,967.40	18.98%
415 · Professional & Technical Svc					
415.1 · Accounting		0.00	500.00	-500.00	0.0%
415.2 · Audit		5,600.00	5,600.00	0.00	100.0%
415.3 · Other Professional Services		8,211.95	5,000.00	3,211.95	164.24%
415.4 · Dispatch Services		0.00	15,677.63	-15,677.63	0.0%
Total 415 · Professional & Technical Svc		13,811.95	26,777.63	-12,965.68	51.58%
421 · Dues and Subscriptions		13,337.56	20,000.00	-6,662.44	66.69%

MOAB VALLEY FIRE PROTECTION DISTRICT
Profit & Loss Budget vs. Actual
January through December 2024

	Jan - Dec 24	Budget	\$ Over Budget	% of Budget
422 · Advertising and Public Notices	1,012.04	1,000.00	12.04	101.2%
423 · Travel - Education & Training				
423.1 · Education Summer camp and swag for fire prevention and community events	2,128.86	8,000.00	-5,871.14	26.61%
423.2 · Fire Prevention	3,190.56	2,000.00	1,190.56	159.53%
423.3 · Fire Convention	468.00	5,000.00	-4,532.00	9.36%
423.4 · Specialty Rescue Extrication and rescue equipment	22,783.47	8,500.00	14,283.47	268.04%
423.5 · Travel	10,424.71	16,000.00	-5,575.29	65.15%
423.6 · Wildland Travel	10,938.80	30,500.00	-19,561.20	35.87%
Total 423 · Travel - Education & Training	49,934.40	70,000.00	-20,065.60	71.34%
424 · Office Expense	14,331.53	27,000.00	-12,668.47	53.08%
425 · Equip & Trk Mant - Oper Supplies				
425.1 · Motor Fuels	25,835.75	40,000.00	-14,164.25	64.59%
425.2 · Auto & Truck Repairs & Maint	60,725.67	85,350.96	-24,625.29	71.15%
425.3 · Wildland Supplies	3,150.10	6,000.00	-2,849.90	52.5%
425.4 · PPE	3,515.41	20,000.00	-16,484.59	17.58%
Total 425 · Equip & Trk Mant - Oper Supplies	93,226.93	151,350.96	-58,124.03	61.6%
426 · Building Repair & Maintenance	9,320.02	12,000.00	-2,679.98	77.67%
427 · UTILITIES Majority spent, but will go over original budget for the year.	18,259.33	25,000.00	-6,740.67	73.04%
451 · INSURANCE	39,271.06	40,000.00	-728.94	98.18%
461 · Small Tools & Minor Equipment	81,715.95	12,000.00	69,715.95	680.97%
464 · NEW GRANTS Primarily equipping new engines	0.00	2,000.00	-2,000.00	0.0%
472 · Infrastructure (Station 1 Bldg)	25,000.00	25,000.00	0.00	100.0%
473 · Machinery and Equipment				
473.4 · 28 SCBA	34,655.05	34,655.06	-0.01	100.0%
473.5 · CIB Pumper Engine	18,000.00	21,262.00	-3,262.00	84.66%
473.6 · CIB Pumper Engine Reserve Acct	3,262.00	0.00	3,262.00	100.0%
Total 473 · Machinery and Equipment	55,917.05	55,917.06	-0.01	100.0%
474 · CAPITAL EQUIPMENT	79,244.16	100,000.00	-20,755.84	79.24%
Total Expense	1,301,955.85	1,856,555.65	-554,599.80	70.13%
Net Ordinary Income	-489,362.37	1,966.15	-491,328.52	-24,889.37%
Other Income/Expense				
Other Expense				
700 · Other Expenses	125.48	250.00	-124.52	50.19%
701 · Interest Expense	1,716.14	1,716.15	-0.01	100.0%
Total Other Expense	1,841.62	1,966.15	-124.53	93.67%
Net Other Income	-1,841.62	-1,966.15	124.53	93.67%
Net Income	-491,203.99	0.00	-491,203.99	100.0%

Last year at this date: -432,425.32

MOAB VALLEY FIRE PROTECTION DISTRICT
Balance Sheet
As of October 30, 2024

	<u>Oct 30, 24</u>
ASSETS	
Current Assets	
Checking/Savings	
104 · MACU Checking Acct.	35,069.22
104.1 · MACU Operating	25,000.00
104.2 · MACU Capital Equipment	17,000.00
104.3 · MACU Injury	-6,490.05
104 · MACU Checking Acct. - Other	70,579.17
Total 104 · MACU Checking Acct.	70,579.17
105 · MACU Savings Acct.	439.40
102 · Desert Rivers CU-MVF Donations	5,692.54
103 · Desert Rivers CU Savings	25.00
120 · PTIF	534,343.37
101 · Wells Fargo	
101.1 · Operating	333.86
101 · Wells Fargo - Other	-333.86
Total 101 · Wells Fargo	0.00
Total Checking/Savings	611,079.48
Accounts Receivable	
110 · Accounts Receivable	96,548.79
Total Accounts Receivable	96,548.79
Other Current Assets	
12000 · Undeposited Funds	230.00
Total Other Current Assets	230.00
Total Current Assets	707,858.27
TOTAL ASSETS	<u>707,858.27</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
200 · Accounts Payable	67,042.49
Total Accounts Payable	67,042.49
Other Current Liabilities	
220 · Payroll Liabilities	-0.03
221 · Federal	2,451.00
222 · STATE W/H	50.00
220 · Payroll Liabilities - Other	50.00

MOAB VALLEY FIRE PROTECTION DISTRICT
Balance Sheet
As of October 30, 2024

	Oct 30, 24
Total 220 · Payroll Liabilities	2,500.97
Total Other Current Liabilities	2,500.97
Total Current Liabilities	69,543.46
Total Liabilities	69,543.46
Equity	
320 · Retained Earnings	1,345,597.80
Net Income	-707,282.99
Total Equity	638,314.81
TOTAL LIABILITIES & EQUITY	<u>707,858.27</u>

**Moab Valley Fire Protection District
2024 Capital Projects Budget P&L**

Income

Balance Forward **309,478.31**

Total Income

309,478.31

Expense

2024 Dodge Ram 5500 Brush Truck **216,079.00**

Total Expense

216,079.00

Net Income

93,399.31

MOAB VALLEY FIRE PROTECTION DISTRICT
Transaction Detail By Account
October 11 - 30, 2024

	Date	Name	Memo	Amount
411 · PAYROLL EXPENSES/SALARIES				
Total 411 · PAYROLL EXPENSES/SALARIES				27,583.50
413 · EMPLOYEE BENEFITS				
Total 413 · EMPLOYEE BENEFITS				17,780.74
414 · Nonwage Compensation / Mbr Bfts				
10/11/2024 Pipe Dream		T-shirts - Text - 40 L		600.00
10/11/2024 Pipe Dream		T-Shirts - Flame - 70 adult, 60 kids		1,447.50
10/22/2024 Battlebox		Monthly Subscription		<u>203.92</u>
Total 414 · Nonwage Compensation / Mbr Bfts				<u>2,251.42</u>
423 · Travel - Education & Training				
423.2 · Fire Prevention				
Total 423.2 · Fire Prevention	10/22/2024	Modern Marketing	Shipping on Coloring Books	<u>50.40</u>
Total 423 · Travel - Education & Training				<u>50.40</u>
424 · Office Expense				
10/11/2024 Les Olson Company		Monthly Contract Billing		52.83
10/14/2024 Pipe Dream		Business Cards-Cathy Bonde		40.00
10/16/2024		VOID: Misprint		
10/20/2024 BRANDON J MCGUFFEE				25.00
10/20/2024 MARK L MARCUM				25.00
10/20/2024 TIMOTHY J BREWER				50.00
10/22/2024 ROYCES		Battery for Battery Back Up		29.99
10/29/2024 AT&T Moability		FirstNet Phone Services		<u>51.91</u>
Total 424 · Office Expense				<u>274.73</u>
425 · Equp & Trk Mant - Oper Supplies				
425.1 · Motor Fuels				
Total 425.1 · Motor Fuels	10/15/2024	Rhinehart Oil Co., LLC	Monthly Fuel Card	<u>1,106.22</u>
425.2 · Auto & Truck Repairs & Maint				
10/17/2024 CANYONLANDS AUTO & MINING		Burn Free for E1		17.99
10/19/2024 CANYONLANDS AUTO & MINING		2.52 DEF		33.18
10/19/2024 CANYONLANDS AUTO & MINING		2.5 DEF		33.18
10/23/2024 WALKER'S TRUE VALUE		Antifreeze Blend		23.96
10/23/2024 CANYONLANDS AUTO & MINING		Fluid Oil Pump		33.18
10/25/2024 Grand Conservation District		2 Carlisle Radial Trail Tires for Chipper		<u>-398.36</u>
Total 425.2 · Auto & Truck Repairs & Maint				<u>-256.87</u>
Total 425 · Equp & Trk Mant - Oper Supplies				<u>849.35</u>
426 · Building Repair & Maintenance				
10/17/2024 WALKER'S TRUE VALUE		Pest control - bait, traps		76.96
10/23/2024 WALKER'S TRUE VALUE		Spray Paint, crack repair, weld rebar		65.14
10/25/2024 WALKER'S TRUE VALUE		Crack REpari, Ivy Paint		<u>31.95</u>
Total 426 · Building Repair & Maintenance				<u>174.05</u>
427 · UTILITIES				
10/24/2024 Dominion Energy		2850 Murphy Lane		6.75
10/24/2024 Dominion Energy		45 S 100 E		<u>24.66</u>
Total 427 · UTILITIES				<u>31.41</u>
461 · Small Tools & Minor Equipment				
10/11/2024 Weidner Fire		5 30" Pro Bars (Halligans)		1,368.73
10/11/2024 Weidner Fire		True North High-Rise Hose Strap, Trap Door Hose Pack		403.54
10/11/2024 WALKER'S TRUE VALUE		Hardware, plated slotted flat 1-3/8x6ft, 1/2x7' flexible tubing - for radios		102.23
10/11/2024 WALKER'S TRUE VALUE		1/4x3/4 step drill, drill bit set		65.98
10/11/2024 WALKER'S TRUE VALUE		Goo Gone		6.49
10/12/2024 WALKER'S TRUE VALUE		Hardware		9.00
10/13/2024 WALKER'S TRUE VALUE		750W pwr inverter for 466 - radio charger		129.00
10/14/2024 WALKER'S TRUE VALUE		Hardware - Radios		0.75
10/15/2024 WALKER DRUG		AA NiMH Batteries for pages - rechargeable		46.47
10/16/2024 Weidner Fire		Pac Tool Mounts Universal Saw Kit (3)		490.84
10/23/2024 SW Firefighting Foam & Equipment, LLC		55 gal drum Novacool UEF - Foam		<u>3,151.78</u>
Total 461 · Small Tools & Minor Equipment				<u>5,774.81</u>
TOTAL				<u>54,770.41</u>

MOAB VALLEY FIRE PROTECTION DISTRICT

RESOLUTION No. 2024-003

A RESOLUTION OF THE MOAB VALLEY FIRE PROTECTION DISTRICT DECLARING ANNEXATION OF PORTIONS OF UNINCORPORATED AREAS OF GRAND COUNTY

WHEREAS, the Moab Valley Fire Protection District is a Special Service District organized and existing under the laws of the State of Utah; and

WHEREAS, the Commission of the Moab Valley Fire Protection District, (the "District") has prepared, publicly noticed and advertised the proposed annexation into the District; and

WHEREAS, a public hearing was held the 30th day of September 2024 at the District's Station #1, 45 South 100 East, Moab, Utah; and

WHEREAS, the District Commission has heard all parties in favor of accepting the petition for annexation and those in opposition thereto.

NOW, THEREFORE, BE IT RESOLVED by the Moab Valley Fire Protection District that the petition for annexation of the land described as follows be accepted into the Moab Valley Fire Protection District:

Beginning at the intersection of the summit of the Brown Cliffs with the eastern boundary of the State, thence westerly along the summit of said cliffs to the Third Standard Parallel south; thence west to the middle of the main channel of the Green River; thence southerly down the middle of said channel to a point 645.76 feet perpendicularly east of the west line of section 10 of Township 21 South Range 16 East SLB & M; said point is also N 56°22'31" W 5583.17 feet more or less from the southwest corner of section 11 Township 21 South Range 16 East SLB & M; thence south 1550.8 feet parallel with and 647.76 feet east of the west line of section 10; thence east 689.0 feet; thence south 548.2 feet to a point 400.0 feet north of the north right-of-way line of US Highway 6 & 50; thence southeasterly 1350 feet along a line 400.0 feet north and parallel with the north right-of-way line of US Highway 6 & 50 to a point on the east line of the SW 1/4 of section 10, thence South 59.0 feet along the quarter section line to a point 277.0 feet north of the south quarter corner of section 10; thence southeasterly 1058.5 feet along a line 400.0 feet north and parallel with the north right-of-way line of US Highway 6 & 50 to a point on the north line of section 15; thence east 1618.4 feet along section line to the southwest corner of section 11, thence North 2640.0 feet along the west line of said section 11 to the west quarter corner of section 11, thence east 5311.7 feet along the quarter section line to the east quarter corner of section 11; thence east 5312.3 feet along the quarter section line to the east quarter

corner of section 12, thence south 5280 feet more or less to the west quarter corner of Township 21 South Range 17 East Section 18 SLB & M; thence N 89°56' E 5078.7 feet along the quarter section line to the west quarter corner of section 17; thence N 89°57' E 5280.7 feet along the quarter section line to the west quarter corner of section 16; thence N 00°03' W 2640.0 feet along section line to the northwest corner of section 16; thence N 89°55' E 5294.5 feet along section line to the northeast corner of section 16; thence S 00°02' E 5280.0 feet along section line to the northwest corner of section 22, thence N 89°58' E 5278.7 feet along section line to the northeast corner of section 22; thence S 0001' E 5280.0 feet along section line to the northwest corner of section 26; thence N 89°58' E 5281.3 feet along section line to the northeast corner of section 26; thence S 0°01' E 5280 feet along section line to the southeast corner of section 26; thence S 89°57' W 5277.4 feet along section line to the southeast corner of section 27; thence S 89°57' W 5283.9 feet along section line to the southwest corner of section 27; thence N 00°02' W 2640.0 feet along section line to the east quarter corner of section 28; thence S 89°57' W 2640.0 feet along the quarter section line to the south quarter corner of section 21; thence S 89°57' W 2639.3 feet along section line to the southeast corner of section 20; thence S 89°55' W 2640.6 feet along section line to the south quarter corner of section 20; thence N 00°03' W 5280.0 feet to the south quarter corner of section 17; thence S 89°57' W 2640.0 feet along section line to the southeast corner of section 18; thence S 89°56' W 5078.0 feet to the southwest corner of section 18; thence north to the southeast corner of Township 21 South Range 16 East Section 13 SLB & M; thence west 2648.2 feet along the north line of the S 1/2 of the SW 1/4 of section to the northwest corner of the S 1/2 of the SW 1/4 of section 13; thence west 1323.3 feet along the north line of the SE 1/4 of the SE 1/4 of section 14 to the northwest corner of the SE 1/4 of the SE 1/4 of section 14; thence south 1320 feet along the west line of the SE 1/4 of the SE 1/4 of section 14 to the southwest corner of the SE 1/4 of the SE 1/4 of section 14; thence west 3969.9 feet along the south line of section 14 to the southeast corner of section 15; thence west 4522.2 feet along the south line of section 15 to the centerline of the Green River, being the boundary between Grand and Emery Counties; thence southerly down the middle of said channel to parallel 38 degrees 30 minutes north latitude; thence east to the State boundary; thence north along the State boundary to the point of beginning.

Less areas included in: current Moab Valley Fire Protection District; included in Castle Valley Fire District; within the boundary of a National or State Park, or Indian Tribal Lanes; or as shown on the Moab Valley Fire Protection District's Annex Area Map.

The annexation does not change the relationship between Moab Valley Fire Protection District and State and Federal Land agencies. Moab Valley Fire Protection District will adhere to all agreements between the responsible parties.

SIGNED AND DATED this _____ day of _____, 2024

By: _____
Chairman Archie Walker

[SEAL]

VOTING:

Archie Walker	Yea <input type="checkbox"/>	Nay <input type="checkbox"/>
Jim McGann	Yea <input type="checkbox"/>	Nay <input type="checkbox"/>
Charlie Harrison	Yea <input type="checkbox"/>	Nay <input type="checkbox"/>

ATTEST:

Catherine Bonde
District Clerk

Moab Valley Fire Protection District, Utah

\$502,460 Equipment Lease Purchase

Dated November 27, 2024

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Moab Valley Fire Protection District, Utah

\$502,460 Equipment Lease Purchase

Dated November 27, 2024

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
11/27/2024	-	-	-	-	-
11/27/2025	24,612.45	4.260%	21,404.80	46,017.25	46,017.25
11/27/2026	25,660.94	4.260%	20,356.31	46,017.25	46,017.25
11/27/2027	26,754.09	4.260%	19,263.15	46,017.24	46,017.24
11/27/2028	27,893.82	4.260%	18,123.43	46,017.25	46,017.25
11/27/2029	29,082.09	4.260%	16,935.15	46,017.24	46,017.24
11/27/2030	30,320.99	4.260%	15,696.25	46,017.24	46,017.24
11/27/2031	31,612.66	4.260%	14,404.58	46,017.24	46,017.24
11/27/2032	32,959.36	4.260%	13,057.88	46,017.24	46,017.24
11/27/2033	34,363.43	4.260%	11,653.81	46,017.24	46,017.24
11/27/2034	35,827.32	4.260%	10,189.93	46,017.25	46,017.25
11/27/2035	37,353.56	4.260%	8,663.68	46,017.24	46,017.24
11/27/2036	38,944.82	4.260%	7,072.42	46,017.24	46,017.24
11/27/2037	40,603.87	4.260%	5,413.37	46,017.24	46,017.24
11/27/2038	42,333.59	4.260%	3,683.65	46,017.24	46,017.24
11/27/2039	44,137.01	4.260%	1,880.24	46,017.25	46,017.25
Total	\$502,460.00	-	\$187,798.65	\$690,258.65	-

Yield Statistics

Bond Year Dollars	\$4,408.42
Average Life	8.774 Years
Average Coupon	4.2600004%
Net Interest Cost (NIC)	4.2600004%
True Interest Cost (TIC)	4.2600005%
Bond Yield for Arbitrage Purposes	4.2600005%
All Inclusive Cost (AIC)	4.3465283%

IRS Form 8038

Net Interest Cost	4.2600004%
Weighted Average Maturity	8.774 Years

Moab Valley Fire Protection District, Utah

\$502,460 Equipment Lease Purchase

Dated November 27, 2024

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
11/27/2039	Term 1 Coupon	4.260%	4.260%	502,460.00	100.000%	502,460.00
Total	-	-	-	\$502,460.00	-	\$502,460.00

Bid Information

Par Amount of Bonds	\$502,460.00
Gross Production	\$502,460.00
Bid (100.000%)	502,460.00
Total Purchase Price	\$502,460.00
Bond Year Dollars	\$4,408.42
Average Life	8.774 Years
Average Coupon	4.2600004%
Net Interest Cost (NIC)	4.2600004%
True Interest Cost (TIC)	4.2600005%

Moab Valley Fire Protection District, Utah

\$502,460 Equipment Lease Purchase

Dated November 27, 2024

Sources & Uses

Dated 11/27/2024 | Delivered 11/27/2024

Sources Of Funds

Par Amount of Bonds	\$502,460.00
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Total Sources	\$502,460.00
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Uses Of Funds

Deposit to Project Construction Fund	499,460.00
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Costs of Issuance	3,000.00
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Total Uses	\$502,460.00
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Moab Valley Fire Protection District, Utah

\$452,460 Equipment Lease Purchase

Dated November 27, 2024

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\$452,460 Equipment Lease Purchase

Dated November 27, 2024

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
11/27/2024	-	-	-	-	-
11/27/2025	36,649.69	4.600%	20,813.16	57,462.85	57,462.85
11/27/2026	38,335.58	4.600%	19,127.27	57,462.85	57,462.85
11/27/2027	40,099.02	4.600%	17,363.84	57,462.86	57,462.86
11/27/2028	41,943.57	4.600%	15,519.28	57,462.85	57,462.85
11/27/2029	43,872.97	4.600%	13,589.88	57,462.85	57,462.85
11/27/2030	45,891.13	4.600%	11,571.72	57,462.85	57,462.85
11/27/2031	48,002.12	4.600%	9,460.73	57,462.85	57,462.85
11/27/2032	50,210.22	4.600%	7,252.63	57,462.85	57,462.85
11/27/2033	52,519.89	4.600%	4,942.96	57,462.85	57,462.85
11/27/2034	54,935.81	4.600%	2,527.05	57,462.86	57,462.86
Total	\$452,460.00	-	\$122,168.52	\$574,628.52	-

Yield Statistics

Bond Year Dollars	\$2,655.84
Average Life	5.870 Years
Average Coupon	4.5999998%
Net Interest Cost (NIC)	4.5999998%
True Interest Cost (TIC)	4.5999998%
Bond Yield for Arbitrage Purposes	4.5999998%
All Inclusive Cost (AIC)	4.7358657%

IRS Form 8038

Net Interest Cost	4.5999998%
Weighted Average Maturity	5.870 Years

Moab Valley Fire Protection District, Utah

\$452,460 Equipment Lease Purchase

Dated November 27, 2024

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
11/27/2034	Term 1 Coupon	4.600%	4.600%	452,460.00	100.000%	452,460.00
Total	-	-	-	\$452,460.00	-	\$452,460.00

Bid Information

Par Amount of Bonds	\$452,460.00
Gross Production	\$452,460.00
Bid (100.000%)	452,460.00
Total Purchase Price	\$452,460.00
Bond Year Dollars	\$2,655.84
Average Life	5.870 Years
Average Coupon	4.5999998%
Net Interest Cost (NIC)	4.5999998%
True Interest Cost (TIC)	4.5999998%

Moab Valley Fire Protection District, Utah

\$452,460 Equipment Lease Purchase

Dated November 27, 2024

Sources & Uses

Dated 11/27/2024 | Delivered 11/27/2024

Sources Of Funds

Par Amount of Bonds	\$452,460.00
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Total Sources	\$452,460.00
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Uses Of Funds

Deposit to Project Construction Fund	449,460.00
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Costs of Issuance	3,000.00
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Total Uses	\$452,460.00
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Moab Valley Fire Protection District, Utah

\$502,460 Equipment Lease Purchase

Dated November 27, 2024

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\$502,460 Equipment Lease Purchase

Dated November 27, 2024

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
11/27/2024	-	-	-	-	-
11/27/2025	41,676.02	4.090%	20,550.61	62,226.63	62,226.63
11/27/2026	43,380.57	4.090%	18,846.06	62,226.63	62,226.63
11/27/2027	45,154.83	4.090%	17,071.80	62,226.63	62,226.63
11/27/2028	47,001.66	4.090%	15,224.97	62,226.63	62,226.63
11/27/2029	48,924.03	4.090%	13,302.60	62,226.63	62,226.63
11/27/2030	50,925.02	4.090%	11,301.61	62,226.63	62,226.63
11/27/2031	53,007.86	4.090%	9,218.77	62,226.63	62,226.63
11/27/2032	55,175.88	4.090%	7,050.75	62,226.63	62,226.63
11/27/2033	57,432.57	4.090%	4,794.06	62,226.63	62,226.63
11/27/2034	59,781.56	4.090%	2,445.07	62,226.63	62,226.63
Total	\$502,460.00	-	\$119,806.30	\$622,266.30	-

Yield Statistics

Bond Year Dollars	\$2,929.25
Average Life	5.830 Years
Average Coupon	4.0900001%
Net Interest Cost (NIC)	4.0900001%
True Interest Cost (TIC)	4.0900000%
Bond Yield for Arbitrage Purposes	4.0900000%
All Inclusive Cost (AIC)	4.2107460%

IRS Form 8038

Net Interest Cost	4.0900001%
Weighted Average Maturity	5.830 Years

Moab Valley Fire Protection District, Utah

\$502,460 Equipment Lease Purchase

Dated November 27, 2024

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
11/27/2034	Term 1 Coupon	4.090%	4.090%	502,460.00	100.000%	502,460.00
Total	-	-	-	\$502,460.00	-	\$502,460.00

Bid Information

Par Amount of Bonds	\$502,460.00
Gross Production	\$502,460.00
Bid (100.000%)	502,460.00
Total Purchase Price	\$502,460.00
Bond Year Dollars	\$2,929.25
Average Life	5.830 Years
Average Coupon	4.0900001%
Net Interest Cost (NIC)	4.0900001%
True Interest Cost (TIC)	4.0900000%

Moab Valley Fire Protection District, Utah

\$502,460 Equipment Lease Purchase

Dated November 27, 2024

Sources & Uses

Dated 11/27/2024 | Delivered 11/27/2024

Sources Of Funds

Par Amount of Bonds	\$502,460.00
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Total Sources	\$502,460.00
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Uses Of Funds

Deposit to Project Construction Fund	499,460.00
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Costs of Issuance	3,000.00
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Total Uses	\$502,460.00
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Moab Valley Fire Protection District, Utah

\$452,460 Equipment Lease Purchase

Dated November 27, 2024

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\$452,460 Equipment Lease Purchase

Dated November 27, 2024

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
11/27/2024	-	-	-	-	-
11/27/2025	21,333.63	4.770%	21,582.34	42,915.97	42,915.97
11/27/2026	22,351.25	4.770%	20,564.73	42,915.98	42,915.98
11/27/2027	23,417.40	4.770%	19,498.57	42,915.97	42,915.97
11/27/2028	24,534.41	4.770%	18,381.56	42,915.97	42,915.97
11/27/2029	25,704.70	4.770%	17,211.27	42,915.97	42,915.97
11/27/2030	26,930.82	4.770%	15,985.16	42,915.98	42,915.98
11/27/2031	28,215.42	4.770%	14,700.56	42,915.98	42,915.98
11/27/2032	29,561.29	4.770%	13,354.68	42,915.97	42,915.97
11/27/2033	30,971.37	4.770%	11,944.61	42,915.98	42,915.98
11/27/2034	32,448.70	4.770%	10,467.27	42,915.97	42,915.97
11/27/2035	33,996.51	4.770%	8,919.47	42,915.98	42,915.98
11/27/2036	35,618.14	4.770%	7,297.84	42,915.98	42,915.98
11/27/2037	37,317.12	4.770%	5,598.85	42,915.97	42,915.97
11/27/2038	39,097.15	4.770%	3,818.83	42,915.98	42,915.98
11/27/2039	40,962.09	4.770%	1,953.89	42,915.98	42,915.98
Total	\$452,460.00	-	\$191,279.63	\$643,739.63	-

Yield Statistics

Bond Year Dollars	\$4,010.06
Average Life	8.863 Years
Average Coupon	4.7699998%
Net Interest Cost (NIC)	4.7699998%
True Interest Cost (TIC)	4.7699998%
Bond Yield for Arbitrage Purposes	4.7699998%
All Inclusive Cost (AIC)	4.8678165%

IRS Form 8038

Net Interest Cost	4.7699998%
Weighted Average Maturity	8.863 Years

Moab Valley Fire Protection District, Utah

\$452,460 Equipment Lease Purchase

Dated November 27, 2024

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
11/27/2039	Term 1 Coupon	4.770%	4.770%	452,460.00	100.000%	452,460.00
Total	-	-	-	\$452,460.00	-	\$452,460.00

Bid Information

Par Amount of Bonds	\$452,460.00
Gross Production	\$452,460.00
Bid (100.000%)	452,460.00
Total Purchase Price	\$452,460.00
Bond Year Dollars	\$4,010.06
Average Life	8.863 Years
Average Coupon	4.7699998%
Net Interest Cost (NIC)	4.7699998%
True Interest Cost (TIC)	4.7699998%

Moab Valley Fire Protection District, Utah

\$452,460 Equipment Lease Purchase

Dated November 27, 2024

Sources & Uses

Dated 11/27/2024 | Delivered 11/27/2024

Sources Of Funds

Par Amount of Bonds	\$452,460.00
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Total Sources	\$452,460.00
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Uses Of Funds

Deposit to Project Construction Fund	449,460.00
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Costs of Issuance	3,000.00
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Total Uses	\$452,460.00
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**INTERLOCAL AGREEMENT BETWEEN
GRAND COUNTY AND
MOAB VALLEY FIRE PROTECTION DISTRICT**

THIS AGREEMENT (“Agreement”), is made into, and deemed effective in conformance with the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated (the “Act”), the 4th day of November 2024 (“Effective Date”), by and between Moab Valley Fire Protection District, a Limited Purpose Local Government Entity (“MVFPD”), and Grand County, a political subdivision of the State of Utah (the “County”). Collectively the parties may be referred to as the “Parties” or individually as “Party”.

RECITALS

WHEREAS, the Interlocal Cooperation Act (Utah Code §§ 11-13-1, *et seq.*) allows local governmental agencies to enter into agreements that benefit their constituencies;

WHEREAS, the County and MVFPD are “public agencies” of the State of Utah for purposes of § 11-13-214 of the Act as defined by § 11-13-103(19) of the Act, and desire to enter into this Agreement to transfer certain property and assets and to provide for the orderly transition of fire protection services.

WHEREAS, MVFPD is an eligible entity pursuant to U.C.A. § 65A-8-203(1)(a)(ii), it intends to annex, and will have received authorization from the director the above mentioned code;

WHEREAS, the County intends to support the MVFPD in its mission and goal to provide wildland fire suppression services, and necessary fire services throughout the county;

WHEREAS, the MVFPD will manage, pay for, and operate the fire fighting needs of the County;

NOW, THEREFORE, in consideration of the promises, the mutual covenants and undertakings of the Parties, the receipt and sufficiency of which are hereby acknowledged, and in compliance with and pursuant to the provisions of the Act, the Parties hereby agree as follows:

1. **Transfer of Assets.** The County hereby authorizes and agrees to convey its designated fire suppression and fire protection related equipment and assets (collectively, the “Assets”) as set forth on Exhibit “A” attached hereto and by reference incorporated herein, to the MVFPD. The MVFPD shall thereafter provide fire protection services in the boundaries of the County, excluding areas covered by outside protections, as shown on Exhibit “B”. This Agreement does not create a new interlocal entity.
2. **Effective Date.** The Effective Date of this agreement (“Agreement Effective Date”) shall be January 1, 2025, provided that:
 - a. this Agreement is approved by both the County and MVFPD governing bodies in accordance with U.C.A. § 11-13-202.5 of the Act prior to that date; and

b. MVFPD approves annexation of those portions of unincorporated Grand County shown on Exhibit "B".

3. Equipment; Facilities.

- a. Conveyance of Assets. Effective January 1, 2025, pursuant to authority granted in the Act, the County shall convey all of the Assets set forth at Exhibit "A" to MVFPD. Notwithstanding the foregoing,
 - i. The Fund(s) including the \$450,000.00 (the "Fund") as described on Exhibit A to the MVFPD no later than January 30, 2024; and,
 - ii. MVFPD and the County agree that the County may hold back a total of \$30,000 (the "Escrow Amount") from the Fund to be held in escrow for the purpose described in Section 3(d) below. Conveyance of the Assets other than the Fund shall be by way of general bill of sale.
- b. Further Assurances. Each of the Parties hereto shall execute and deliver such additional documents, instructions, instruments, conveyances, and assurances and take such further actions as may be required to carry out the provisions hereof and give effect to the transactions contemplated hereby.
- c. Future Payments Received by County. The Parties agree that any future income the County may receive for fire protection activities shall be remitted to MVFPD within 30 days of receipt.
- d. Accounting Matters; Escrow. Pursuant to the requirements of the Utah Uniform Fiscal Procedures Act for Counties, Utah Code Ann. § 17-36-1, *et seq.*, County Accounting is done on a modified accrual basis. Accordingly
 - i. For any County liability or payment that accrues hereunder on or before December 31, 2024, the County shall make those payments or satisfy those liabilities from the Fund(s) described in Exhibit "A" prior to transferring same to the District; and,
 - ii. For the County liability or payment that accrues hereunder after December 31, 2024, including but not limited to modifications, refunds, or payments (including those made pursuant to Section 3(c) hereof), the County will make those payments or satisfy those liabilities from the Escrow Amount. The County will transfer any remaining balance from the Escrow Amount to the District on April 1, 2025.

4. Personnel.

- a. Employment. Effective as of December 31, 2024, at 11:59 P.M. (the "Transfer Date"), the County shall dissolve the Thompson Special Service Fire District (TSSSF), thus terminating the employment of those who are singularly employed under Thompson Springs Special Service Fire District ("TSSSF Employees"). Thereafter, MVFPD shall have the option, at its sole discretion, to offer employment to some or all of the TSSSF Employees. All compensation time owed to TSSSF Employees as of the Transfer Date will be paid to such employees as part of his or her final County paycheck.
- b. Accrued Leave Liability. Those TSSSF Employees who accept an offer of employment with MVFPD shall, at the discretion of MVFPD and the County, be allowed to carry forward to their employment with MVFPD all accrued sick leave and vacation time. In the event that a TSSSF Employee who has accrued sick leave and/or vacation time is

not offered employment by MVFPD, the County shall pay that employee out according to county policy, and from the County's TSSSF fund.

5. **Indemnification.** The parties are governmental entities under the Utah Governmental Immunity Act (Utah Code Ann. § 63G-7-101, *et seq.*) (the "Immunity Act"). Consistent with the terms of the Immunity Act as provided herein, it is mutually agreed that each is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees. The Parties do not waive any defenses otherwise available under the Immunity Act, nor does either Party waive any limits of liability currently provided by the Immunity Act. The County shall defend, indemnify, save and hold harmless the MVFPD (including its officers and employees) from and against any and all demands, liabilities, claims, damages, actions and/or proceedings, in law or equity (including reasonable attorney's fees and costs of suit) relating to or arising out of this Agreement or from the provision of fire protection services by the County prior to the date hereof, except where such demands, claims, actions or proceedings resulting from the negligence or misconduct of MVFPD or its officers or employees, Similarly, MVFPD shall defend, indemnify, save and hold harmless the county (including its elected officials, officers and employees) from and against any and all demands, liabilities, claims, damages, actions and/or proceedings, in law or equity (including reasonable attorney's fees and costs of suit) relating to or arising out of this agreement or from the provision of fire protection services by MVFPD on and after the date hereof, except where such demands, claims, actions or proceedings resulting from the negligence or misconduct of the County or its officers or employees.
6. **Notices.** Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received:
 - a. Upon personal delivery or actual receipt thereof; or
 - b. Within two days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to respective Parties as set forth below:

IF TO THE COUNTY:

Grand County
125 E. Center St.
Moab, UT 84532

IF TO MVFPD:

Moab Valley Fire Protection District
45 South 100 East
Moab, UT 84532

Such address and designees for notice may be changed by either Party upon written notice in accordance with this section.

7. **Additional Provisions.** The following provisions also are integral to this agreement:

- a. **Titles and Captions.** All sections titles or captions herein are for convenience only, Such titles and captions shall not be deemed part of the Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof.
- b. **Pronouns and Plurals.** Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa.
- c. **Applicable Law.** The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah.
- d. **Integration.** This Agreement constitutes the entire agreement between Parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.
- e. **Time.** Time is of the essence hereof.
- f. **Survival.** All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.
- g. **Waiver.** No failure by either Party to insist upon strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise and right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term, or condition. Either Party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligation hereunder, or any duty, obligation or covenant of any other Party. No waiver shall affect or alter the remainder of the Agreement, but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other existing or subsequently occurring breach.
- h. **Rights and Remedies.** The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more provisions of this Agreement shall not preclude the exercise of any other provision hereof.
- i. **Severability.** In the event that any condition, covenant or other provision hereof is held to be invalid, unenforceable or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or provision herein contained. If a condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
- j. **Exhibits.** All exhibits attached to this Agreement and to the recitals hereto are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or in any of such writings, shall be deemed to refer to and include this Agreement and all such exhibits and writings.
- k. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
- l. **Approval by Attorneys.** This Agreement shall be submitted to the authorized attorneys for each of the Parties for approval in accordance with Utah Code § 11-13-202.5.
- m. **Amendment.** This Agreement may not be amended or modified in any respect without the written consent of both Parties. Promptly upon such consent, both Parties shall mutually

execute and deliver an amendment to this Agreement. The Agreement shall be effective upon this occurring.

- n. No Third Party Beneficiaries. This Agreement is entered into by the Parties solely for the benefit of the Parties hereto. No obligation, benefit, or rights are intended to be created or are created in any third party by execution hereof.
- o. Fee simple determinable with the possibility of a reverter. If any of the real property conveyed in this agreement is not utilized for firefighting purposes it will revert to the ownership of the grantor. TSSSF will convey real property as a fee simple determinable, and Grand County will convey a general bill of sale subject to the same terms.
- p. Execution of Necessary Documents. All Parties hereto agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

[SIGNATURE PAGE FOLLOWS]

The Parties hereto have executed this ILA on the dates shown below.

Grand County
125 E. Center St.
Moab, UT 84532

Jacques Hadler, Chair
Grand County Commission

Date

ATTEST:

Gabriel Woytek, Clerk/Auditor
Grand County

Date

Moab Valley Fire Fire Protection District

Archie Walker, Commission Chair

Date

MVFPD

ATTEST:

Catherine Bonde, Clerk
MVFPD

Date

DRAFT

Exhibit A

Assets > \$5,000.00 - 2024

	Parcel No.	Description	Address	Owner	Cost New	Year acqd.	Depreciated value (2024)
Real Property							
	07-0021-0130	Thompson Firehouse	337 S. Firehouse Ln. Thompson Springs, UT 84540	The Thompson Springs Fire District			
	01-0B13-0008	Moab Firehouse	59 E. 100 S. Moab, UT 84532	Municipal Building Authority of Grand County			
	01-0B13-0017	Moab Firehouse	51 E. 100 S. Moab, UT 84532	Municipal Building Authority of Grand County			
	01-0B13-0007	Moab Firehouse	51 E. 100 S. Moab, UT 84532	Municipal Building Authority of Grand County			

	Asset #	Description	Date Acq.		Cost New		Depreciated Value
TSSSFD							

Assets							
	0647	Ford F-350	07/01/2003				\$5,230.00
	0648	Water Tank	07/01/2002				\$6,728.63
	0649	Freightliner Fire Truck	09/20/2013				\$243,981.50
	0652	Structure	07/01/1997		\$10,104.50		\$3,407.17
	0653	Structure	07/01/2004		\$24,971.78		\$12,793.79
		Generator	2020		\$8,600.00		
		Pump for Engine	2021		\$10,000.00		
		Extrication Tool	2022		\$8,500.00		

Monetary Contribution (the “Fund”) = \$450,000.00