WPR ROAD AND FIRE DISTRICT

36 S. State Street
Suite 500
Salt Lake City, UT 84111

NOTICE OF REGULAR MEETING AND AGENDA

DATE: Tuesday, June 24, 2025

TIME: 5:15 p.m.

LOCATION: 36 S. State St., Suite 500
Salt Lake City, UT 84111
And Via Microsoft Teams

ACCESS: To attend via Microsoft Teams Videoconference, use the below link:
https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZWE5MmZjOTMtNjJhNi00ODk3LWJlOWYtNTllMDcxNjk1NDFj%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%225b9f6fa2-e9dd-42cc-bfd8-f7dd2ed196a6%22%7d

To attend via telephone, dial 720-547-5281 and enter Conference ID: 720 421 938#

PUBLIC NOTICE is hereby given that the Board of Trustees (the "Board"), of the WPR Road and Fire District (the "District"), will hold a meeting of the Board on Tuesday, June 24, 2025, commencing at 5:15 p.m., at 36 S. State St., Ste. 500, Salt Lake City, Utah, 84111 and via Microsoft Teams, at which time the Board shall proceed according to the following agenda:

[FOR REFERENCE] "As the Chair of the Board of Trustees of the WPR Road and Fire District, I hereby call this regular meeting of the Board to order at 5:-- P.M. on Tuesday, June 24, 2025, at 36 S State Street, Suite 500, Salt Lake City, UT 84111. In compliance with the requirements of Utah's Open and Public Meetings Law: (i) notice of this meeting has been duly posted and published, and (ii) this meeting is being recorded and minutes of the meeting, in its entirety, are being kept."

I. ADMINISTRATIVE MATTERS

A. Call to order.

B. Public Comment. Members of the public may express their views to the Board on matters that affect the District that are otherwise not on the agenda. Comments will be limited to three (3) minutes per person.

C. Review and consider approval of minutes from May 27, 2025, regular meeting (enclosure).

D. Approval of the Annual Meeting Schedule for the 2025-2026 Fiscal Year (enclosure).

II. FINANCIAL MATTERS

A. Approve and/or ratify approval of payment of claims (enclosure).

B. Conduct public hearing on the amendment to the General Fund of the budget for fiscal year 2024-2025 and consider adoption of the same (enclosure).

C. Update on Fiscal Year 2025-2026 Tentative Budget (enclosure).

III. MANAGER MATTERS

IV. OPERATIONAL MATTERS

V. LEGAL MATTERS

A. Review and approval of Fire Station Facilities and Services Agreement and Sublease (enclosure).

B. Approval of Legal Services Agreement with Hayes Godfrey Bell (enclosure).

VI. BOARD MEMBER MATTERS

VII. OTHER BUSINESS

VIII. ADJOURNMENT

[This notice to be posted at the District office, published on the Utah Public Notice Website, at least 7 days prior to the meeting.]

May 27, 2025 Meeting Minutes

MINUTES OF REGULAR MEETING OF
THE BOARD OF DIRECTORS OF THE
WPR ROAD AND FIRE DISTRICT (THE "DISTRICT")
HELD
MAY 27, 2025

A regular meeting of the Board of Directors of the WPR Road and Fire District (referred to hereafter as the "Board") was convened on Tuesday, May 27, 2025, at 5:15 p.m., at 36 S. State St., Ste. 500, Salt Lake City, UT 84111 and via Microsoft Teams. The meeting was open to the public.

ATTENDANCE

Trustees in attendance were:
Gary Derck
Ed Schultz
Jenny Robinson

Also, In Attendance Were:
Nic Carlson, CliftonLarsonAllen LLP ("CLA")
Carley Herrick, Evan Tufts, Suzanne Bennett, Nathan Bell and Kelli Reid; Wasatch Peaks Ranch
Nate Broadhurst; Clyde Snow & Sessions, P.C.

ADMINISTRATIVE MATTERS

Call to Order:

The meeting was called to order at 5:25 p.m. by Trustee Derck, who recited the following:

"As Chair of the Board of Trustees of the WPR Road and Fire District, I hereby call this special meeting of the Board to order at 5:25 P.M. on May 27, 2025, at 36 S. State St., Ste. 500, Salt Lake City, UT 84111. In compliance with the requirements of Utah's Open and Public Meetings Law: (i) notice of this meeting has been duly posted and published, and (ii) this meeting is being recorded and minutes of the meeting, in its entirety, are being kept.

Public Comment:

None.

Minutes from April 22, 2025 Regular Meeting:

Following discussion, Trustee Robinson made a motion to approve the minutes from the April 22, 2025 regular meeting. Trustee Derck seconded the motion. Trustee Schultz abstained. The motion passed unanimously.

FINANCIAL MATTERS

Payment of Claims:

Trustee Derck reviewed the claims with the Board. Following discussion, Trustee Schultz made a motion to approve the claims in the amount of $42,054.49, as presented. Trustee Derck seconded the motion. The motion passed unanimously.

Hinton Burdick Audit:

It was noted that the field work for the audit is near completion and a draft audit report will be presented to the Board at the June meeting.

Proposed Amendment to the General Fund of the Budget for Fiscal Year 2025 and Set a Public Hearing:

Trustee Derck reviewed the proposed budget amendment with the Board. Following discussion, Trustee Schultz made a motion to approve the proposed amendment to the General Fund of the budget for Fiscal Year 2025 and set a public hearing to take public comment of the same on June 24, 2025 at 5:15 p.m. Trustee Robinson seconded the motion. The motion passed unanimously.

Tentative Operating and Capital Budget for Fiscal Year 2026 and Set a Public Hearing:

Trustee Derck reviewed the tentative operating and capital budget with the Board, noting adjustments made for the 2025 amendments. Following discussion, Trustee Robinson made a motion to approve the tentative operating and capital budget for Fiscal Year 2026 and set a public hearing to take public comment of the same on August 18, 2025 at 6:15 p.m. Trustee Schultz seconded the motion. The motion passed unanimously.

Truth in Taxation Meeting:

Following discussion, Trustee Robinson made a motion to schedule the Truth in Taxation meeting on August 18, 2025 at 6:15 p.m.

MANAGER'S MATTERS

Mr. Bell reported that four new employees have been hired and new equipment has been procured.

OPERATIONAL MATTERS

None.

LEGAL MATTERS

Phase 3C Improvement Completion Agreement:

Trustee Derck reviewed the agreement with the Board. Following discussion, Trustee Robinson made a motion to ratify approval of the Phase 3C Improvement Completion Agreement. Trustee Schultz seconded the motion. The motion passed unanimously.

Updated District Procurement Policy:

Trustee Derck reviewed the Updated District Procurement Policy with the Board. Following discussion, Trustee Schultz made a motion to rescind approval of the previous Procurement Policy and approve the Updated District Procurement Policy as presented. Trustee Robinson seconded the motion. The motion passed unanimously.

Services Agreement with Wasatch Peaks Ranch Club:

Trustee Derck reviewed the agreement with the Board. Following discussion, Trustee Robinson made a motion to approve the Services Agreement with Wasatch Peaks Ranch Club. Trustee Schultz seconded the motion. The motion passed unanimously.

Services Agreement with WPR Development Company:

Trustee Derck reviewed the agreement with the Board. Following discussion, Trustee Robinson made a motion to approve the Services Agreement with WPR Development Company. Trustee Schultz seconded the motion. The motion passed unanimously.

Service Provider Rates:

Trustee Derck reviewed the rates with the Board. Following discussion, Trustee Robinson made a motion to approve the Service Provider Rates. Trustee Schultz seconded the motion. The motion passed unanimously.

Interlocal Equipment Use Agreement with WPR Utility District:

Trustee Derck reviewed the agreement with the Board. Following discussion, Trustee Schultz made a motion to approve the Interlocal Equipment Use Agreement with WPR Utility District. Trustee Robinson seconded the motion. The motion passed unanimously.

Morgan County Fire Department ("MCFD") Fire Station Facilities and Services Agreement and Sublease:

Trustee Derck reviewed the agreement and sublease with the Board. Following discussion, Trustee Schultz made a motion to approve the MCFD Fire Station Facilities and Services Agreement and Sublease. Trustee Robinson seconded the motion. The motion passed unanimously. It is anticipated to be presented to the Morgan County Board of County Commissioners on June 3, 2025.

TRUSTEES' MATTERS

None.

OTHER BUSINESS

None.

ADJOURNMENT

There being no further business to come before the Board at this time, Trustee Schultz motioned to adjourn the meeting at 5:44 p.m. Trustee Robinson seconded the motion. The motion passed unanimously.

Respectfully submitted,

By ________________________________

District Chair

Attest:

By ________________________________

District Clerk

2025-2026 Annual Meeting Schedule

WPR ROAD AND FIRE DISTRICT
NOTICE OF ANNUAL MEETING SCHEDULE

PUBLIC NOTICE is hereby given that the annual schedule for the regular meetings of the Board of Trustees (the "Board"), of WPR Road and Fire District (the "District"), for fiscal year 2025-2026 is as follows:

- Tuesday July 22, 2025
- Tuesday August 26, 2025
- Tuesday September 23, 2025
- Tuesday October 28, 2025
- Tuesday November 25, 2025
- Tuesday December 18, 2025
- Tuesday January 27, 2026
- Tuesday February 24, 2026
- Tuesday March 24, 2026
- Tuesday April 28, 2026
- Tuesday May 26, 2026
- Tuesday June 23, 2026

The said regular meetings of the Board will be held on the above dates at 36 S. State Street, Suite 500, Salt Lake City, Utah 84111, beginning at 5:15 p.m. and virtually via Microsoft Teams, until the District offices are complete. Once completed, the meetings of the Board will be held at 4201 N Morgan Valley Dr, Morgan, UT 84050.

____
District Clerk

Payment of Claims

WPR R&F District

For the period 5/15/2025-6/16/2025

Paid Claims

Date	Person/Description	Reference	Amount	Remarks
5/15/2025	UTAH LOCAL GOVERNMENT TRUST (v0000427)	2026	(8.10)	Loader Trailer add to policy
5/15/2025	UTAH LOCAL GOVERNMENT TRUST (v0000427)	2026	(798.28)	Addition of 2 trucks to Automobile Liability/Damage Endorsement
5/21/2025	May 2025 Bank Fees		(10.20)	May 2025 Bank Fees
5/22/2025	CLYDE SNOW & SESSIONS P.C. (v0000027)	2027	(578.50)	
5/22/2025	TOM RANDALL DISTRIBUTING (v0000231)	2028	(13,478.56)	Fuel and fuel equipment
5/22/2025	TOM RANDALL DISTRIBUTING (v0000231)	2028	(154.56)	Gas & Diesel tanks nozzles
5/22/2025	TOM RANDALL DISTRIBUTING (v0000231)	2028	(2,591.57)	Gas & Diesel tanks fill - 85% RFD per NB
5/22/2025	TOM RANDALL DISTRIBUTING (v0000231)	2028	(1,847.71)	Gas & Diesel tanks fill - 85% RFD per NB
5/22/2025	TOM RANDALL DISTRIBUTING (v0000231)	2028	(886.83)	Gas & Diesel tanks fill - 85% RFD
5/22/2025	ALPHA COMMUNICATIONS SITES INC (v0000278)	2029	(108.00)	May Radio Communication Service
5/22/2025	WHITE CAP LP (v0000722)	2030	(150.84)	#12 D-Handle Scoop Shovels
5/23/2025	WHEELER MACHINERY CO. (v0000510)	9999052325	(18,000.00)	Skid Steer Rental (12 Months)
5/23/2025	WHEELER MACHINERY CO. (v0000510)	9999052325	(7,500.00)	Backhoe Loader Rental (12 months)
5/23/2025	WHEELER MACHINERY CO. (v0000510)	9999052325	(14,000.00)	Excavator Rental (12 months)
5/23/2025	WHEELER MACHINERY CO. (v0000510)	9999052325	(25,000.00)	Wheel Loader 938 Rental 5/12/25-5/11/26
5/23/2025	PETERSON PIPELINE ASSOCIATION (v0000629)	9999052325	(53.00)	Water Read Date 5.6.25
5/30/2025	WHEELER MACHINERY CO. (v0000510)	9999053025	(26,500.00)	Caterpillar BK314-60E, CM314-P75, & FK-SSL-48
5/30/2025	HINTONBURDICK CPAS & ADVISORS (v0000711)	9999053025	(1,750.00)	FY 24 Audit
5/30/2025	HINTONBURDICK CPAS & ADVISORS (v0000711)	9999053025	(1,750.00)	FY 24 Audit
5/30/2025	NAPA AUTO PARTS-BriandBry LLC (v0000739)	9999053025	(153.97)	Fire Trucks - Circuit Braker 50 Amp Threaded (3)
6/5/2025	TOM RANDALL DISTRIBUTING (v0000231)	2031	(1,341.33)	Gas & Diesel tanks fill - 85% RFD
6/5/2025	ISPYFIRE, INC. (v0000671)	2032	(500.00)	
6/6/2025	BLUE LINE TECHNOLOGIES INC (v0000039)	9999060625	(72.96)	Microsoft May Agreement
6/6/2025	LGG INDUSTRIAL, INC. (v0000660)	9999060625	(60.23)	1" NPS Fog Nozzle Poly w/Bumper
6/12/2025	CLIFTONLARSONALLEN LLP (v0000514)	2033	(716.63)	Management Services through 4/29/25
			(118,011.27)	

Unpaid Claims

Vendor	Amount
There are no unpaid claims as of 6/16/2025	-

General Fund Budget Amendment

Wasatch Peaks Ranch Road & Fire District
General Fund
Fiscal Year 2025 Amended Budget

	BUDGET FY2025	AMENDED FY2025
Beginning Fund Balance	**70,478**	**70,478**
Revenues and other sources		
Property taxes	191,458	202,558
Asset contribution	0	7,247,131
Fire usage	128,000	0
Road usage	128,000	0
Storm usage	64,000	0
Developer advance	1,579,311	977,703
Other income	0	72,612
Total revenues and other sources	2,090,769	8,500,005
Total Funds Available	2,161,247	8,570,482
Expenses and other uses		
Fixed Assets - Infrastructure	0	7,247,131
Fixed Assets - Vehicles	0	318,497
Fixed Assets - Equipment	382,327	6,623
Fixed Assets - PP&E	0	7,074
Equipmental Rental	0	64,500
Management Fee	613,372	175,334
Education and training	69,780	87
Uniforms	0	2,271
Personal protective equipment	92,280	0
Utilities	7,200	1,313
Repairs and maintenance	311,000	171,358
Publications and notices	0	2,683
Other operating supplies	0	3,011
Snow removal	370,000	79,858
Small tools	38,490	38,490
Fuel and lubricants	6,000	9,327
Safety and traffic signage	15,000	15,000
Bank fees	300	257
Software and subscriptions	1,200	101,872
Cell and landline communications	504	0
Radio communications	6,000	6,938
Miscellaneous expense	4,000	0
Insurance	30,000	10,858
Professional Fees - accounting	18,000	12,553
Professional Fees - other	5,000	0
Professional Fees - assurance	5,000	12,000
Professional Fees - legal	30,000	9,082
District management	12,000	23,526
Digital Management Systems software	15,000	0
Consulting fees	44,000	840
Expenditures - budget contingency	84,794	0
Contribution to fund balance	0	250,000
Total expenses and other uses	2,161,247	8,570,482
Total Expenditures and transfers out requiring appropriation	2,161,247	8,570,482
Ending Fund Balance	0	0

Fiscal Year 2025-2026 Tentative Budget

WPR Road & Fire District
General Fund
Fiscal Year 2026 Tentative Budget
6/11/2025

	TENTATIVE BUDGET FY2026	Notes (FY2026 Tentative Budget)	AMENDED FY2025
Beginning Fund Balance	**0**		**70,478**
Revenues and other sources			
Property taxes	586,173	per UTSTC form pt-693	202,558
Asset contribution	83,196,284		7,247,131
Phase 2A (Roads)	*59,531,724*	*per budget (Yardi) + 20% soft cost - includes all geo mitigation costs - CSC's, RSS, Landslide*	
Phase 3A (Roads)	*11,305,440*	*per budget (Yardi) + 20% soft cost*	
Phase 5 (Roads)	*10,367,775*	*per budget (Yardi) + 20% soft cost*	
Phase 6A.1 (Roads)	*1,991,345*	*Per BHI bid + 20% soft cost*	
Fire usage	0	Assume no usage fees are billed/collected FY26	0
Road usage	0	Assume no usage fees are billed/collected FY26	0
Storm usage	0	Assume no usage fees are billed/collected FY26	0
Developer advance	1,590,904		977,703
Contribution from Fund Balance	250,000	FYE25 cash balance (6/30/25)	
Other income	400,000	Per NB - Developer Projects ($360K) & Developer snow removal ($40K)	72,612
Total revenues and other sources	86,023,361		8,500,005
Total Funds Available	86,023,361		8,570,482
Expenses and other uses			
Fixed Assets - Infrastructure	83,196,284		7,247,131
Phase 2A (Roads)	*59,531,724*	*per budget (Yardi) + 20% for soft cost*	
Phase 3A (Roads)	*11,305,440*	*per budget (Yardi) + 20% for soft cost*	
Phase 5 (Roads)	*10,367,775*	*per budget (Yardi) + 20% for soft cost*	
Phase 6A.1 (Roads)	*1,991,345*	*Per BHI bid + 20% soft cost*	
Fixed Assets - Vehicles	452,422	70% payment for 2 med duty plow trucks	318,497
Medium duty plow trucks	*436,525*	*70% payment for 2 med duty plow trucks*	
3/4 Ton Truck	*15,897*		
Fixed Assets - Equipment	181,800		6,623
Light duty plow (2)	*19,000*	*NB Roads Budget*	
Light Duty Truck Spreader	*19,400*	*NB Roads Budget*	
Loader box blade	*11,500*	*NB Roads Budget*	
V-Bucket	*10,900*	*Q3 2025; do not have price/quote yet*	
Grader Wing & front push blade	*40,000*	*NB Roads Budget*	
Skid Steer Snowblower & Forks	*11,000*	*NB Roads Budget*	
Brine Maker	*50,000*	*NB Roads Budget*	
Brine Sprayer	*20,000*	*NB Roads Budget*	
Fixed Assets - PP&E	8,750	Shop Tools/OS&E UD SPLIT	7,074
Equipmental Rental	107,250		64,500
Backhoe	*7,500*	*50/50 UD split (renewal 05/2026)*	
Excavator	*18,750*	*50/50 UD split (renewal 05/2026) + 500 hrs per year ($9500 50/50 split)*	
Skid Steer	*18,000*	*100% RFD (renewal 05/2026)*	
Front end loader	*25,000*	*100% RFD (renewal 06/2026)*	
Grader	*38,000*	*100% RFD (start 10/1/25) - 1 yr payment upfront*	
Loader snowblower rental	*37,200*	*rental cost can be put toward blower purchase*	
Misc Rental	*30,000*		
Management Fee	357,600	25% Nate, 75% Roads Super, 50% crew/labor	175,334
Utilities	6,000	Interim facilities costs split 50/50 (Enbridge gas, electricity, water)	1,313
R&M - Roads	220,000	NB Roads Budget	171,358
R&M - Guardrails	6,000	NB Roads Budget	
R&M - Stormways	53,000	NB Roads Budget	
R&M - Bridges/Walls	47,000	NB Roads Budget	
R&M - Vehicles	67,000	NB Roads Budget	
Other operating supplies	51,000	Consumables (tire chains, cutting edges, fluids, ect)	3,011
Snow removal	98,000	NB Roads Budget	79,858
Small Equipment	12,000	NB Roads Budget	0
Small tools	23,000	NB Roads Budget	38,490
Fuel and lubricants	54,900	NB Roads Budget	9,327
Safety and traffic signage	2,400	NB Roads Budget	15,000
Publications and notices	1,500	TNT ads (UD/RFD split)	2,683
Bank fees	300		257
Software and subscriptions	103,000	Blueline, clockify + $100K Pano AI	101,872
Insurance	20,000		10,858
Professional Fees - accounting	24,000	Per Draft Svcs Agreement (Club/District)	12,553
Professional Fees - assurance	12,000	same as last year	12,000
Professional Fees - legal	9,000	conservatively assume the same as FY25 amendment but should be less with Carley	9,082
District management	36,000	Per Draft Svcs Agreement (WPR Dev Co/District)	23,526
Education and training	18,000	CDL training	87
Uniforms	2,000	Snow removal/winter	2,271
Radio communications	1,296	Monthly subscription for 6 radios (Alpha Communications) $108/month	6,938
Consulting fees	1,500	Aqua Engineering (infrastructure acquisition inspection)	840
Expenditures - budget contingency	51,098	2.5% of all expenses excluding the infrastructure acquisition & MCFD agreement	0
Contribution to fund balance	0		250,000
Fire Station Services Agreement - One time	325,500	Assume agreement is executed by July	0
Fire Station Services Agreement - Monthly	406,562	Assume agreement is executed by July	0
Total expenses and other uses	86,023,361		8,570,482
Total Expenditures and transfers out requiring appropriation	86,023,361		8,570,482
Ending Fund Balance	0		0

Wasatch Peaks Ranch		
Roads Budget - District Manager		
5/16/2025	**Total**	**Notes**
Revenue Sources		
Tax Revenue	320,000	50% RFD property tax
Developer Misc Projects	360,000	
Developer Snow Removal	40,000	
Total Net Revenue	**720,000**	
District Operating Costs		
Roads		
Surface repairs and treatement	220,000	
Lights and signage	2,400	
Gaurdrail repair	6,000	
Diesel (2.85 per gallon)	34,200	
Gasoline (2.85 per gallon)	17,100	%15 to UD
DEF	3,600	
Hand Tools	23,000	
Small Equipment	12,000	
Vehicle Maintenace	67,000	
Consumables (tire chains, cutting edges, fluids, ect)	51,000	
Snow Removal - Operating Supplies (salt, delineators, ect	98,000	
Subtotal - Roads	**534,300**	
Storm		
Storm box r&m	25,000	
Rip rap swale r&m	18,000	
Concrete swale r&m	5,000	
Detention basin r&m	5,000	
Subtotal - Storm	**53,000**	
Walls and Bridges		
Inspection costs	35,000	Place holder
Repair and Maintenance	12,000	
Subtotal - Walls and Bridges	**47,000**	
Other		
Software and Subscriptions	3,000	
Road Training/Safety	18,000	
Subtotal - Other	**21,000**	
Subtotal - District Operating Costs	**655,300**	
Capital Costs & Equipment Rental/Lease		
Purchase		
Light duty plow (2)	19,000	
3/4 Ton Truck (SPLIT UD)	31,794	Split UD
Light Duty Truck Spreader	19,400	
Medium-Duty Plow Truck (sander/truck/plow)	436,525	add 5k shipping cost
Loader box blade 14'	11,500	
Grader wing & front push blade	40,000	
Skid Steer Snowblower	11,000	
V- Bucket 315	10,900	
Brine Maker	50,000	
Brine Sprayer	20,000	
Lease		
CAT 315 Excavator	18,750	Split UD
CAT 420 Backhoe	7,500	Split UD
CAT 265 Skid Steer	18,000	
CAT 938 Loader	25,000	
CAT 150 Grader	38,000	
Rental		
Loader snowblower rental	37,200	Rental cost can be put toward blower purchase
Misc Rental	30,000	
(Facilities)		
Salt storage shed (Developer cost - $42K)	0	Developer expense
Shop Tools/OS&E UD SPLIT	17,500	
Total Capital Costs	842,068	

MCFD Fire Station Services Agreement and Sublease

FIRE STATION FACILITIES AND SERVICES AGREEMENT

This Fire Station Facilities and Services Agreement ("**Agreement**") is entered into as of June __, 2025 ("**Effective Date**"), by and between Morgan County, a political subdivision of the State of Utah ("**County**") and the WPR Road and Fire District, a Utah special district ("**WPR RFD**") (each a "**Party**" and collectively the "**Parties**"). The Parties hereby agree as follows:

RECITALS

WHEREAS, the County is responsible for providing emergency medical services to the residents, businesses, and properties located within Morgan County, Utah, including the WPR RFD area, and is also responsible for fire protection services throughout Morgan County including in the WPR RFD and Mountain Green Fire Protection District areas as outlined in the respective interlocal agreements;

WHEREAS, WPR RFD is solely responsible for fire protection services within its area;

WHEREAS, WPR RFD has undertaken the construction and renovation of an interim fire station to enhance fire protection and emergency medical services for the WPR RFD area and County residents, and further has equipment and financial resources to support the County in operating the interim facility;

WHEREAS, WPR RFD does not currently possess sufficient staffing levels or training resources to effectively staff and operate the interim facility in order to support its rapidly growing community;

WHEREAS, the County has the experience and knowledge to hire and train additional fire and emergency responders to staff the interim facility as well as provide WPR RFD with a better insurance rating;

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

AGREEMENT

1. **SERVICES.** The County shall provide fire protection and emergency medical services ("**Services**") to the WPR RFD area, in accordance with the agreed-upon scope, staffing levels, and operational requirements as set forth in this Agreement. The Services shall be conducted in a professional, efficient, and timely manner, adhering to all applicable laws, regulations, and industry standards. The scope of Services shall include, but are not limited to:

- Emergency Response: Promptly responding to fire, medical, and other emergency calls originating within the WPR RFD area.

- Wildland Fire Suppression: Mitigating and controlling wildland fires to protect the WPR RFD area pursuant to the County's active agreement with Utah DNR – Forestry, Fire and State Lands ("**FFSL**").
- Emergency Medical Services: Providing emergency medical care, patient stabilization, and transport to appropriate medical facilities.
- Fire Prevention: Conducting fire safety inspections and risk reduction initiatives within the WPR RFD area.

The County Fire Chief, or their designee, shall maintain clear communication channels with the President of the WPR RFD Board of Trustees to ensure coordinated efforts during routine operations and emergencies. The County shall not be required to disclose any information that would result in a violation of the Health Insurance Portability and Accountability Act ("HIPAA").

2. **FACILITIES.** WPR RFD has constructed an interim fire station located at the intersection of Morgan Valley Drive and Wasatch Peaks Road/Whitear Way (the "**Interim Fire Station**"), which shall serve as the base of operations for the Services. The Interim Fire Station includes temporary accommodations for firefighter personnel via a leased recreational vehicle until the overnight accommodations within or near the Interim Fire Station are completed. WPR RFD shall retain ownership of the Interim Fire Station, including all associated buildings, land, facilities, and accommodations. The Parties shall enter into the sublease agreement attached as Exhibit A and incorporated herein by reference, governing the use of the Interim Fire Station for the Term of this Agreement ("**Sublease**"). The Sublease shall provide for a nominal annual rent of one dollar ($1.00). WPR RFD shall be solely responsible for all property taxes, property insurance premiums and deductibles, and utility expenses associated with the Sublease. WPR RFD will be responsible for the normal repair and maintenance of the Interim Fire Station as set forth in the Sublease. The County will be responsible for any repair or maintenance that results from damage to the Interim Fire Station caused by their negligence or misuse.

3. **VEHICLES AND EQUIPMENT.** WPR RFD agrees to sell and transfer ownership of the following firefighting vehicles and equipment (collectively, the "**Assets**") to the County for nominal sum of one dollar ($1.00):

- Two (2) Ford F550 brush trucks;
- One (1) water tender (army truck);
- One (1) Engine 141 apparatus;
- One (1) Ranger 141 UTV/Can-Am vehicle; and
- One (1) Ambulance (to be ordered).

Upon transfer of ownership, the County shall assume full responsibility for the maintenance, insurance, and all other obligations associated with the Assets for the duration of County ownership except as otherwise set forth herein. Ownership of the Assets shall automatically revert to WPR RFD in the event the County ceases to operate the Interim Fire Station through termination of this Agreement in accordance with Section 6. The County shall ensure that the majority of the Assets remain stationed at the Interim Fire Station unless equivalent replacements are purchased and deployed by the County at the Interim Fire Station. The Parties agree that at least one of the Ford F550 brush trucks and one water tender truck will be stationed at a WPR RFD area location for optimum response to potential wildfires. The County agrees to keep its older ambulance stationed at the Interim Fire Station until WPR RFD can provide a new ambulance for the station. The County may deploy the Assets to respond to emergencies and fires within other areas of Morgan

County or as required by interlocal response or mutual aid agreements. However, the County will ensure that such deployment does not place the WPR RFD area at undue risk, particularly wildfire risk.

4. **STAFFING AND OPERATIONS.** The County shall be solely responsible for recruiting, hiring, training, and managing all fire and EMT personnel (collectively, "**Personnel**") required to operate the Interim Fire Station. All Personnel shall be deemed employees or volunteers of the County, and the County shall assume full and exclusive responsibility for the payment of all salaries, benefits, pensions, and any other employment-related obligations. The County shall furnish all equipment, supplies, uniforms, and other necessary materials required for Personnel to perform their duties effectively and safely. Initial staffing levels shall consist of a minimum coverage of three firefighters for five-day-per-week, twelve-hours per day (typically from approximately 7:00 a.m. to 7:00 p.m., Wednesday through Sunday). Upon the successful recruitment and onboarding of additional staff, the County shall increase staffing levels to seven-day-per-week, twelve hours per day coverage. Staffing levels at the Interim Fire Station may increase to provide twenty-four-hour-per-day, seven days per week coverage upon mutual agreement of the Parties. All operational costs associated with the Services, including but not limited to Personnel salaries, supplies, and equipment not subsidized under this Agreement by WPR RFD, shall be borne by the County. The Parties agree to hold quarterly review meetings to review staffing, operations, costs, and other relevant issues. Additionally, the Parties shall hold an annual meeting to review actual vs. budgeted expenditures to verify the incremental costs associated with the Subsidy, and to ensure that the station's operations are in alignment with the needs of the WPR RFD area and County residents.

In the event the County terminates this Agreement for cause within the initial three-year Term, WPR RFD shall reimburse the County for all training, onboarding, and recruitment costs incurred by the County in staffing the Interim Fire Station, including but not limited to salaries during training periods, certifications, and issued equipment.

WPR RFD further agrees that during the Term of this Agreement and for a period of one (1) years following termination of this Agreement, WPR RFD shall not directly or indirectly (including via third-party recruiters) solicit or hire any County fire or emergency personnel without the express written consent of the County. A general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the Internet, shall not be construed as a solicitation or inducement, and the hiring of any such employees or independent contractor who freely responds thereto shall not be a breach of this Section. This provision shall survive termination of this Agreement. A breach of this provision shall entitle the County to liquidated damages in the amount of $10,000 per affected employee. The Parties agree $10,000 per employee is a reasonable pre-estimate of damages (and not a penalty) for breach, and such amount shall be paid within thirty (30) days of demand.

5. **SUBSIDY.** During the Term of this Agreement, WPR RFD shall pay a one time fee and an annual subsidy to the County ("**Subsidy**") in twelve (12) equal monthly installments, with each installment due on the first day of the applicable calendar month. The one time fee and the initial Subsidy amount shall be as set forth in <u>Exhibit B</u>, This Subsidy is intended to cover the incremental costs of operating the Interim Fire Station that cannot be funded through the County's existing budget. The Parties agree that the Subsidy shall be adjusted over time to reflect the incremental costs associated with increased coverage/staffing as well as the operation of the new ambulance coverage as mutually agreed to by the Parties. Any annual adjustments (increases or

decreases) to the Subsidy ("**Subsidy Adjustments**") will be mutually determined by the Parties three months prior to the annual anniversary of the Effective Date of this Agreement (i.e. March _ , 2026). Increases to the Subsidy, beyond the additional equipment, staffing or services that the Parties mutually agree to, shall be limited to annual changes in the Consumer Price Index ("**CPI**"), as published by the U.S. Bureau of Labor Statistics. The Parties agree to cooperate in good faith to determine the Subsidy Adjustments on or before December of each year and to ensure that the calculations remain equitable and consistent with the intent of this Agreement. The County shall be solely responsible for payment of all third-party obligations, costs, and expenses incurred in performing the Services described in this Agreement, except as explicitly set forth herein.

WPR RFD shall not withhold, delay, or set off any portion of the Subsidy owed under this Agreement based on any other claim, dispute, or obligation alleged against the County. All payments shall be made in full and on time as provided herein, and any dispute shall be resolved separately through the dispute resolution provisions of this Agreement. Late payments accrue interest at 1.5 % per month (18 % per annum) or the maximum rate allowed by law, whichever is higher, until paid.

6. **TERM, RENEWAL, AND TERMINATION.** The term of this Agreement ("**Term**") shall commence on the Effective Date and shall continue for an initial period of three (3) years. Thereafter, the Term shall automatically renew for successive one-year periods unless terminated in accordance with the provisions of this Section. Either Party may terminate this Agreement, with or without cause, by providing written notice to the other Party at least twelve (12) months prior to the intended termination date. Termination shall not relieve either Party of any obligations accrued under this Agreement prior to the effective date of termination. In the event of termination, all Assets provided by WPR RFD to the County under this Agreement shall immediately revert to WPR RFD ownership. The Sublease of the Interim Fire Station and associated facilities, as outlined in this Agreement, shall terminate concurrently with the termination of this Agreement unless otherwise agreed by the Parties in writing.

7. **INSURANCE.** Both Parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet the obligations hereunder consistent with applicable law. In the event either Party has determined to maintain self-insurance coverage, such Party shall maintain sufficient reserves to meet its obligations under the terms of this Agreement. The County shall also maintain workers' compensation insurance covering all County Personnel providing services under this Agreement, in compliance with applicable laws and regulations.

8. **COUNTY EQUIPMENT AND PERSONNEL DAMAGE.**

A. Reimbursement for Damage. WPR RFD shall reimburse the County for the reasonable costs incurred to repair or replace County-owned equipment, vehicles, gear, or property that is damaged, destroyed, or rendered inoperable due the gross negligence or willful misconduct of WPR RFD. Payment shall be made within thirty (30) days of receipt of written demand and supporting documentation.

B. Road Construction and Maintenance. Nothing in this Agreement shall be construed to establish any responsibilities of the County relating to construction or maintenance of roads managed by the WPR RFD.

9. **GOVERNMENTAL IMMUNITY.**

A. Both Parties to this Agreement are governmental entities as defined under the Governmental Immunity Act of Utah UCA §63G-7-101 et. seq. as amended (the "Act"). Subject to and consistent with the terms of the Act, the County and WPR RFD shall be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither the County nor WPR RFD shall have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. Neither Party waives any defenses, limits of liability, or other rights and protections granted by the Act and all other applicable law.

B. In no event shall this Section be construed with respect to third parties as a waiver of any governmental immunity to which the Parties are otherwise entitled.

10. **DISPUTE RESOLUTION AND ATTORNEYS' FEES**. Any controversy or claim arising out of or related to this Agreement, or the breach thereof, that cannot otherwise be resolved by mediation or the mutual efforts of the Parties, shall be settled by arbitration pursuant to Utah Code § 78B-11-101 *et seq.*, and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. The Parties agree that there shall be one arbitrator for any dispute, and in the event the Parties cannot agree on an arbitrator, one shall be appointed by the court as set forth in Utah Code § 78B-11-112. A demand for arbitration shall be made within the time limits of the applicable statute of limitations that would apply to the filing of a legal or equitable proceeding. The arbitrator shall award reasonable attorney fees and other reasonable costs of arbitration to the prevailing party in such arbitration. In the event that the Parties shall institute a lawsuit proceeding to enforce any rights pursuant to this Agreement, then the prevailing party in such litigation shall receive an award of its reasonable attorney's fees and costs. Further, in the event of any litigation brought by a third party against either Party, which results in a counterclaim between the Parties that pertains in any way to this Agreement, the prevailing party in such counterclaim shall receive an award of its reasonable attorney's fees and costs.

11. **WAIVER OF JURY TRIAL.** EACH PARTY KNOWINGLY, WILLINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, SUIT, COUNTERCLAIM, OR OTHER PROCEEDING, TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS AGREEMENT.

12. **FORCE MAJEURE.** Neither Party is liable for delay or failure to perform due to causes beyond its reasonable control (e.g., natural disasters, pandemics, labor strikes). The affected Party shall promptly notify the other and resume performance as soon as practicable.

13. **SURVIVAL.** The rights and obligations set forth in Sections 7, 8, 9, and 10 and any other right or obligation in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

14. **ENTIRE AGREEMENT; AMENDMENT.** This Agreement is the entire agreement between the Parties covering the subject matter of this Agreement. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution of this Agreement or in effect between the Parties. No change or addition may be made to this Agreement except by a written agreement executed by the Parties, and the Parties may not waive this requirement of a writing.

15. **BINDING EFFECT**. This Agreement inures to the benefit of and is binding upon the parties hereto, and their respective successors and assigns.

16. **NOTICES**. All notices to be given by either Party to the other shall be in writing and shall be served by personal delivery or by depositing such notice in the United States Postal Service, postage prepaid, addressed and directed to the Party to receive the same at the following addresses:

If to WPR RFD: Gary Derck
36 South State Street, Suite 500
Salt Lake City, UT 84111

If to County: Morgan County Attorney
48 West Young Street, Box 886
Morgan, UT 84050

Notice shall be deemed given on the date actually received or, if mailed as set forth herein, notice shall be deemed given three business days after mailing. Either party may designate a different person or entity or place at which notices shall subsequently be sent by written notice given pursuant to this section.

17. **ASSIGNMENT**. Neither party may assign this Agreement without the prior written consent of the other party. Any unauthorized assignment shall be null and void.

18. **BENEFIT.** None of the provisions of this Agreement shall be for the benefit of or enforceable by persons not parties hereto.

19. **RELATIONSHIP OF PARTIES**. This Agreement establishes an interlocal relationship between the County and WPR RFD. Neither Party shall be deemed an affiliate, partner, joint venturer, or agent of the other for any purpose. The County shall have no authority to bind WPR RFD or to make any agreements, representations, or commitments on behalf of WPR RFD without prior written consent from WPR RFD. All individuals providing Services under this Agreement shall be employees, contractors, or subcontractors of the County and shall not be deemed employees or agents of WPR RFD. The County shall maintain full and exclusive responsibility for all matters relating to its Personnel, contractors, subcontractors, and other representatives, including but not limited to hiring, compensation, benefits, training, discipline, and termination. The County expressly acknowledges and agrees that it and its Personnel are not entitled to workers' compensation, unemployment compensation, or any other benefits provided by WPR RFD or its affiliates. The County is solely responsible for providing any such coverage, if required, through its own resources or third-party arrangements. Nothing in this Agreement shall be construed to create any employment relationship between WPR RFD and the County's Personnel.

20. **RULES OF CONSTRUCTION.** The laws of the State of Utah shall govern the validity, performance, and enforcement of this Agreement. The invalidity or unenforceability of any provision hereof shall not affect or impair any other provision. The captions used in this Agreement are for convenience and reference only, and shall not be held to explain, modify, amplify, or aid in the interpretation or construction of any provision of this Agreement. Both Parties have had an opportunity to review this Agreement with counsel and to negotiate the terms hereof.

Therefore, this Agreement shall not be interpreted for or against any party as a result of which party drafted it.

21. **COUNTERPARTS**. This Agreement may be executed in several counterparts, each of which shall constitute the same agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

WPR ROAD AND FIRE DISTRICT

By:__________________________________
Gary Derck, Chairman

MORGAN COUNTY

By:__________________________________
Name:
Title:

Approved as to form:

____
Morgan County Attorney

<u>EXHIBIT A TO</u>
<u>FIRE STATION FACILITIES</u>
<u>AND SERVICES AGREEMENT</u>

Sublease Agreement

SUBLEASE AGREEMENT

This Sublease Agreement ("**Sublease**") is entered into as of June __, 2025 ("**Effective Date**"), by and between the WPR Road and Fire District, a Utah special district ("**Sublandlord**") and Morgan County, a political subdivision of the State of Utah ("**Subtenant**") (each a "**Party**" and collectively the "**Parties**"). The Parties hereby agree as follows:

1. PREMISES.

(a) **Premises**. Sublandlord is the leaseholder of approximately 3,894 sq. feet of property located at 4201 N Morgan Valley Dr, Morgan, UT 84050, more particularly described in Exhibit 1 ("**Premises**"). Sublandlord agrees to sublease to Subtenant, and Subtenant agrees to sublease from Sublandlord the Premises in accordance with the terms and conditions of this Sublease.

(b) **Common Areas**. Subtenant shall have the right to use the Common Areas surrounding the Premises in a manner consistent with the intended use of the Fire Station Facilities and Services Agreement. For purposes of this Sublease, "**Common Areas**" means all areas, spaces, parking lots, access roads, driveways, landscaped areas, service ways, pedestrian walks, courts, stairs, ramps, and sidewalks, as well as any other areas surrounding the Premises not designated for the exclusive use or occupancy of Sublandlord. Sublandlord reserves the right to designate portions of the area surrounding or adjoining the Premises for the use of Sublandlord or Sublandlord's Subtenants or invitees. Subtenant acknowledges that such facilities may be located in proximity to the Premises and agrees to cooperate and coordinate with Sublandlord regarding the shared use of Common Areas to minimize interference with the activities of Sublandlord and Sublandlord's tenants and invitees.

2. TERM.

(a) **Sublease Term**. The term of this Sublease shall commence on the Effective Date and shall continue for an initial period of three (3) years ("**Term**"). The Term includes each Renewal Term (defined below), if exercised by Subtenant.

(b) **Renewal Term**. Provided a Subtenant Event of Default (defined below) does not then exist, Subtenant has the right to extend the Term for additional one (1) year periods (each a "**Renewal Term**"). Subtenant will exercise the Renewal Term by giving written notice of the exercise to Sublandlord no later than twelve (12) months prior to the expiration of the then current Term.

(c) **Termination of Fire Station Agreement**. Notwithstanding the foregoing, this Sublease shall automatically terminate concurrently with the termination of the Fire Station Facilities and Services Agreement between the Parties unless otherwise agreed by the Parties in writing at the time of such termination.

3. RENT.

Commencing on the Effective Date and continuing throughout the Term, Subtenant will pay to Sublandlord as base annual rent ("**Base Rent**"), at such place as Sublandlord may designate, the annual sum of $1.00. The Base Rent is due and payable annually on the anniversary of the Effective Date throughout the Term.

4. PERMITTED USE.

Subtenant may use the Premises for operation of an interim fire station as further set forth in the Fire Station Facilities and Services Agreement between the Parties. Subtenant will not do or permit to be done in or about the Premises or the Common Areas, anything which is prohibited by or in any way in conflict with Applicable Laws.

5. MAINTENANCE AND SERVICES.

(a) **Sublandlord's Maintenance**. Sublandlord, at its sole cost and expense, will maintain the Common Areas, HVAC systems, utility lines, and exterior and structural portions of the Premises in good order, condition, and repair and perform all required maintenance to the Premises, except for damage caused solely by Subtenant, which will be repaired at the sole cost of Subtenant. Sublandlord will pay, when due, all utilities and services for the Premises and will be responsible for lawn care and snow removal on the Premises. Sublandlord will pay all real property taxes and assessments pertaining to the Premises when due.

(b) **Subtenant's Maintenance**. Subtenant, at its sole cost and expense, will maintain the interior portions of the Premises in good order, condition, and repair, except for damage caused solely by Sublandlord, which will be repaired at the sole cost of Sublandlord. Subtenant will pay all personal property taxes assessed against it pertaining to its operations on the Premises.

6. ALTERATIONS.

(a) **Subtenant Alterations**. Subtenant will not make or suffer to be made any alterations, additions or improvements in excess of $1,000 ("**Alterations**") to or upon the Premises without first obtaining Sublandlord's written approval, which will not be unreasonably withheld or delayed. Subtenant is permitted to affix any equipment to the Premises necessary for Subtenant to engage in the permitted use without Sublandlord's prior written approval. Any Alterations to or upon the Premises will be made by Subtenant at Subtenant's sole cost and expense. All Alterations permanent in character, made in or upon the Premises either by Subtenant or Sublandlord, excluding all of Subtenant's equipment that is required to be affixed to the Premises, may at the option of Sublandlord, become Sublandlord's property and, at the end of the Term, will remain on the Premises subject to Sublandlord first providing compensation to Subtenant, unless Sublandlord requests that Subtenant remove any such Alterations. Notwithstanding the above, Subtenant's workstations, equipment and other items of personal property will remain Subtenant's property.

(b) **Cost of Alterations**. Any Alterations will, when completed, be of such a character as not to lessen the value of the Premises. Any Alterations will be made promptly and in a good workmanlike manner, and in compliance with all applicable permits, building and zoning laws, and with all other laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, departments, commissions, boards and offices. The costs of any Alterations will be paid by Subtenant, so that the Premises are free of liens, for services performed, labor and material supplied or claimed to have been supplied.

7. DESTRUCTION OR DAMAGE.

If the Premises is partially damaged by any casualty insured against under any insurance policy maintained by Sublandlord, Sublandlord will, upon receipt of the insurance proceeds, repair the Premises as quickly as reasonably possible. Notwithstanding the foregoing, if: (a) the Premises by reason of that occurrence are rendered wholly untenantable; or (b) the Premises is damaged as a result of a risk which is not covered by insurance; or (c) the Premises is damaged in whole or in part during the last six months of the Term; or (d) the Premises (whether the Premises are damaged or not) should be damaged to the extent of 25% or more of the then-monetary value thereof, then and in any of those events, Sublandlord may either elect to repair the damage or may cancel this Sublease by notice of cancellation within 90 days after any of those events and thereupon this Sublease will expire, and Subtenant will vacate and surrender the Premises to Sublandlord. Unless this Sublease is terminated by Sublandlord, Sublandlord will repair and refixture the interior of the Premises as quickly as reasonably possible and in a manner and in at least a condition equal to that existing prior to the destruction or casualty, and the proceeds of all insurance carried by Sublandlord on the Premises will be held in trust by Sublandlord for the purpose of said repair and replacement.

8. CONDEMNATION.

If during the Term, (i) the whole of the Premises is taken by any governmental or other authority having powers of eminent domain (or conveyed to that entity under threat of the exercise of such power); or (ii) any part of the Premises is so taken or conveyed and as a result, the remainder of the Premises has been rendered impractical for the operation of Subtenant's activities on the Property, this Sublease will terminate on the date of the taking (or conveyance). Subtenant will have no right to any apportionment of or any share in any condemnation award or judgment for damages made for the taking or conveyance of any part of the Premises.

9. GOVERNMENTAL IMMUNITY.

(a) Both Parties to this Agreement are governmental entities as defined under the Governmental Immunity Act of Utah UCA §63G-7-101 et. seq. as amended (the "Act"). Subject to and consistent with the terms of the Act, the County and WPR RFD shall be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither the County nor WPR RFD shall have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. Neither Party waives any defenses, limits of liability, or other rights and protections granted by the Act and all other applicable law.

10. COMPLIANCE WITH LEGAL REQUIREMENTS.

(a) **Subtenant's Compliance**. Subtenant will, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, any direction or occupancy certificate issued pursuant to any law by any public officer or officers, as well as the provisions of all recorded documents affecting the Premises ("**Applicable Laws**"), insofar as any thereof relate to or affect the use or occupancy of the Premises or the Common Areas, excluding requirements of structural changes now related to or affected by improvements made by or for Subtenant.

(b) **Sublandlord's Compliance**. Sublandlord will, at its sole cost and expense, deliver the Premises in compliance with all Applicable Laws, including the American with Disabilities Act, except for Subtenant's requirements in Section 10(a).

11. INSURANCE.

Both Parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet the obligations hereunder consistent with applicable law. In the event either Party has determined to maintain self-insurance coverage, such Party shall maintain sufficient reserves to meet its obligations under the terms of this Agreement.

12. ASSIGNMENT AND SUBLETTING.

Subtenant may not sublease the Premises or assign this Sublease to another party without the prior written consent of Sublandlord. Any sublease or assignment by Subtenant shall not relieve Subtenant of any liabilities hereunder unless otherwise agreed by the Parties in writing. Any assignment, sublease, or transfer will be subject to all of the other provisions of this Lease.

13. EVENTS OF DEFAULT.

(a) **Subtenant Events of Default**. The occurrence of any one or more of the following events ("**Subtenant Event of Default**") constitutes a breach of this Sublease by Subtenant: (i) if Subtenant fails to pay any sum required under this Sublease when and as the same becomes due and payable and that failure continues for more than ten days after written notice thereof; or (ii) if Subtenant fails to perform or observe any material obligations under this Sublease and that failure continues for more than 30 days after written notice from Sublandlord, and Subtenant does not within that period begin with diligence and dispatch the curing of that failure, or, having so began, thereafter fails or neglects to complete with diligence and dispatch the curing of that failure.

(b) **Sublandlord Events of Default**. If Sublandlord fails to perform or observe any of its material obligations under this Sublease and that failure continues for 30 days after written notice from Subtenant, and Sublandlord does not within that period begin with diligence and dispatch the curing of that failure, or, having so began, thereafter fails or neglects to complete with diligence and dispatch the curing of that failure, Sublandlord will be in breach of this Sublease ("**Sublandlord Event of Default**").

14. REMEDIES.

(a) **Sublandlord's Rights**. If a Subtenant Event of Default occurs, Sublandlord may terminate Subtenant's rights under this Sublease by written notice, reenter and take possession of the Premises by any lawful means (with or without terminating this Sublease), or pursue any other remedy allowed by law.

(b) **Subtenant's Rights**. If a Sublandlord Event of Default occurs, Subtenant may, but is not obligated to, and after reasonable notice or demand to Sublandlord and without waiving or releasing Sublandlord from any obligation under this Sublease, make that payment or perform those other acts to the extent Subtenant may deem desirable, and in connection therewith to pay expenses and employ counsel.

15. ATTORNEYS' FEES.

In the event either Party places at issue the enforcement of this Sublease, or any part thereof, then the prevailing Party will be awarded its reasonable attorneys' fees and costs from the other Party.

16. HOLDING OVER.

If, without objection by Sublandlord, Subtenant holds possession of the Premises after expiration of the Term, Subtenant will become a Subtenant from month-to-month upon the terms of this Sublease.

17. WAIVER.

All waivers by either Party herein must be in writing and signed by the Party providing the waiver. The waiver of any provision of this Sublease will not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition, or provision of this Sublease, nor will any custom, practice or course of conduct between the Parties be construed to waive or to lessen the right of either Party to insist upon the performance by the other Party in strict accordance with the provision of this Sublease.

18. NOTICES.

All notices to be given by either Party to the other shall be in writing and shall be served by personal delivery or by depositing such notice in the United States Postal Service, postage prepaid, addressed and directed to the Party to receive the same at the following addresses:

To Sublandlord:	WPR RFD Attn: Gary Derck 36 South State Street, Suite 500 Salt Lake City, UT 84111
To Subtenant:	Morgan County 48 West Young Street, Box 886 Morgan, UT 84050

Notice shall be deemed given on the date actually received or, if mailed as set forth herein, notice shall be deemed given three business days after mailing. Either Party may designate a different person or entity or place at which notices shall subsequently be sent by written notice given pursuant to this section.

19. END OF TERM.

At the end of the Term, Subtenant will promptly quit and surrender the Premises broom-clean, in good order and repair, ordinary wear and tear excepted. Subtenant may remove from the Premises any trade fixtures, equipment, and movable furniture placed in the Premises by Subtenant, whether or not those trade fixtures or equipment are fastened to the Premises. Subtenant will repair any damage occasioned by the removal of any trade fixtures, equipment, furniture, alterations, additions, and improvements. All trade fixtures, equipment, furniture, inventory, effects, alterations, additions and improvements not so removed will be deemed to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Sublandlord without notice to Subtenant or any other person and without obligation to account for them.

20. COMPLETE AGREEMENT.

There are no oral agreements between Sublandlord and Subtenant affecting this Sublease. If there is a conflict between this Sublease and the Fire Station Facilities and Services Agreement between the Parties, the terms of this Sublease shall govern. This Sublease may not be altered, changed or amended, except by an instrument in writing signed by both Parties.

21. SUBLANDLORD'S REPRESENTATION.

Sublandlord represents and warrants to Subtenant that following statements are true and correct as of the Effective Date and will be true and correct as of the Effective Date:

(a) **Authority.** The person signing this Sublease has the full power and authority to execute this Sublease, lease the Premises in accordance with this Sublease, and to otherwise perform the obligations of Sublandlord. Sublandlord (i) has complete and full authority to execute this Sublease and to lease to Subtenant good and marketable leasehold title to the Premises, which is free and clear of all liens, encumbrances and other exceptions to title that could interfere with Subtenant's use of the Premises; (ii) will execute and deliver such other documents, instruments, agreements, including, but not limited to, affidavits and certificates necessary to effectuate the transaction contemplated by this Sublease; and (iii) will take all such additional action necessary or appropriate to effect and facilitate the consummation of the lease transaction contemplated in this Sublease.

(b) **Litigation.** There is no action, suit, administrative proceeding or other proceeding pending in any court or before any arbitrator of any kind or before or by any governmental body or, to Sublandlord's knowledge, threatened against Sublandlord or the Premises which may adversely affect the transaction contemplated by this Sublease.

(c) **Sublandlord's Work**. All work which has been or will be performed in, on or about the Premises, or materials furnished to the Premises which might in any circumstances give rise to a mechanic's or materialman's lien (other than relating to work performed by Subtenant), will be paid and all necessary waivers of rights to a mechanic's or materialman's lien for such work will be obtained.

(d) **Violation**. Sublandlord has not received any written notice or citation indicating that the Premises is in material violation of Applicable Law.

(e) **Conflicts**. To Sublandlord's knowledge, the consummation of the transactions contemplated by this Sublease and the compliance by Sublandlord with the provision of this Sublease do not and will not conflict with or result in a material breach of any of the terms or provisions of any agreement, arrangement, undertaking, accord, document, or instrument to which Sublandlord is a party or by which Sublandlord or the Premises is bound.

(f) **Compliance**. To the knowledge of Sublandlord, the Premises is in compliance with all Applicable Law.

EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED HEREIN, SUBLANDLORD MAKES NO OTHER REPRESENTATIONS OR WARRANTIES CONCERNING THE CONDITION OR SUITABILITY OF THE PREMISES, AND SUBTENANT HEREBY ACKNOWLEDGES THAT SUBTENANT LEASES THE PREMISES FROM SUBLANDLORD ON AN "AS IS" BASIS.

22. SUBTENANT'S REPRESENTATIONS.

Subtenant represents and warrants to Sublandlord that that following statements are true and correct as of the Effective Date and will be true and correct as of the Effective Date: The person signing this Sublease has the full power and authority to execute this Sublease, lease the Premises in accordance with this Sublease, and to otherwise perform the obligations of Subtenant, without the necessity of obtaining consent from any third party, including, without limitation, any partner or lender. Subtenant (i) has complete and full authority to execute this Sublease and to lease from Sublandlord the Premises; (ii) will execute and deliver such other documents, instruments, agreements, including, but not limited to, affidavits and certificates necessary to effectuate the transaction contemplated by this Sublease; and (iii) will take all such additional action necessary or appropriate to effect and facilitate the consummation of the lease transaction contemplated in this Sublease.

23. MISCELLANEOUS.

(a) **Successor and Assigns**. The provisions of this Sublease inure to the benefit of and are binding upon the heirs, executors, administrators, successors, and assigns of the Parties.

(b) **Captions**. The captions of this Sublease are solely to assist the Parties and are not a part of the provision of this Sublease.

(c) **Governing Law**. This Sublease will be governed by and construed in accordance with the laws of the State of Utah, and is deemed to be executed within the State of Utah.

(d) **Dispute Resolution and Waiver of Jury Trial**. Any controversy or claim arising out of or related to this Sublease, or the breach thereof, that cannot otherwise be resolved by mediation or the mutual efforts of the Parties, shall be settled by arbitration pursuant to Utah Code § 78B-11-101 *et seq.*, and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. The Parties agree that there shall be one arbitrator for any dispute, and in the event the Parties cannot agree on an arbitrator, one shall be appointed by the court as set forth in Utah Code § 78B-11-112. A demand for arbitration shall be made within the time limits of the applicable statute of limitations that would apply to the filing of a legal or equitable proceeding. The arbitrator shall award reasonable attorney fees and other reasonable costs of arbitration to the prevailing party in such arbitration. EACH PARTY KNOWINGLY, WILLINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, SUIT, COUNTERCLAIM, OR OTHER PROCEEDING, TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS SUBLEASE.

(e) **Force Majeure**. In the event that a Party will be delayed or hindered in or prevented from the performance of any act required under this Sublease (other than the payment of money) by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, epidemic or pandemic, or other reason of a like nature not the fault of the that Party, then performance of that act will be excused for the period of the delay and the period for the performance of that act will be extended for a period equivalent to the period of the delay. The provisions of this Section shall not operate to excuse Subtenant from the prompt payment of any payments required under this Sublease.

(f) **Construction**. This Sublease is the result of negotiations between Sublandlord and Subtenant and their attorneys. Consequently, Sublandlord or its attorney is the preparer of some provisions, while Subtenant or its attorney is the preparer of other provisions. The Parties agree that this Sublease is not to be construed against either Party as the preparer.

(g) **Exhibits**. All Exhibits attached to this Sublease are incorporated into and made a part of this Sublease. Any capitalize terms included in the Exhibits that are not otherwise defined, will have the meaning assigned in this Sublease.

(h) **Counterparts**. This Sublease may be delivered in counterparts and delivered by electronic transmission.

(i) **Unenforceability**. If any provision of this Sublease, or the application thereof to any person or circumstance, will to any extent be invalid or unenforceable, the remainder of this Sublease, or the application of that provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each provision of this Sublease will be valid and will be enforceable to the extent permitted by law.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Sublease as of the Effective Date.

WPR ROAD AND FIRE DISTRICT	**MORGAN COUNTY**
By: ______________________________	By:______________________________
Gary Derck, Chairman	Name:
	Title:

EXHIBIT 1
TO
SUBLEASE AGREEMENT

Description of the Premises

Approximately 3,894 sq. feet of property located at 4201 N Morgan Valley Dr, Morgan, UT 84050 as further depicted as the “Proposed Fire Station” in the image below:

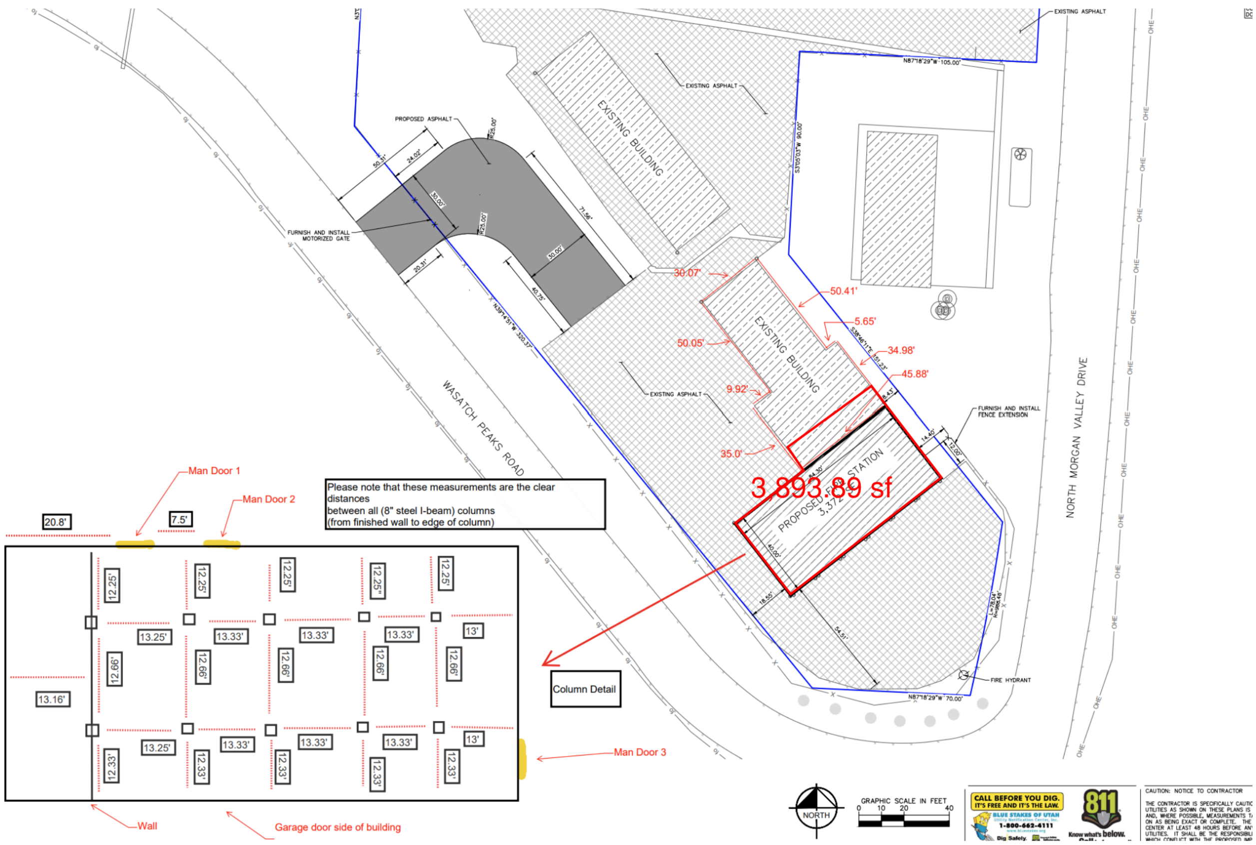

EXHIBIT B TO
FIRE STATION FACILITIES
AND SERVICES AGREEMENT

2025 Interim Fire Station Budget

MCFD WPR Fire Station Facilities & Services Agreement - Exhibit B Cost Allocations

Ambulance Budget Worksheet

Account Number	Account Title	Total Cost	MCFD Budget	Incremental Cost	Incremental MCFD	Incremental WPR	NOTES	Expense Type
10-4260-110-000	Permanent Employees	165,986	130,486	35,500		35,500	Fire Chief $10,500, Admin to full time staffing 25K (includes benefits)	Annual
10-4260-120-000	Temporary employees (Volunteer) DC	264,285	260,285	4,000		4,000	EMS Deputy Chief 4K (includes benefits)	Annual
10-4260-120-100	Temporary Employees (PPT)	588,652	261,040	327,612	66,700	260,912	Funding 264 12 hr shifts with 1 "NEW" Position FT Captain 115K and 2 PPT FF/EMT 213K (includes benefits))24/7 will go to $720K need)	Annual
10-4260-230-000	Travel	4,500	4,500	0				Annual
10-4260-240-000	Office Supplies & Expenses	6,500	3,500	3,000	1,500	1,500	Office supplies + Laptop + Printer + desk/desk chair + whiteboards	One-Time
10-4260-250-000	Equipment Supplies & Maint	16,800	10,000	6,800		6,800	Equipment, EMS Stair Chair $800 + Binder Lift $ 550 + Child Safety Restraint $ 450 + 1- Handheld Radio 3K, + Medical Supply Cabinets 2K	One-Time
10-4260-270-000	Utilities	14,300	14,300	0			Provided with rental agreement.	Annual
10-4260-280-000	Telephone	3,200	3,000	200		200	Officer cell phone Captain Position, spitting the cost between Fire/ EMS Phone Stipend	Annual
10-4260-305-000	Prof & Tech	101,380	93,380	8,000		8,000	15 personnel to Prof & Tech annually at $530 ea App fees (Scheduling, PCR, Alerting, Polices, Training, and Med application)	Annual
10-4260-310-000	Billing Services	15,000	15,000	0			No added cost	Annual
10-4260-311-000	EMT Training	18,000	14,000	4,000		4,000	15 personnel to annually PALS,ALS,BLS recertifications at $250 ea = 4K	Annual
10-4260-340-000	Uniforms	12,500	8,000	4,500		4,500	Uniforms (First Year) 15 New personnel at $300 ea x 15 = 4.5K	One-Time
10-4260-340-000	Uniforms	0					Uniforms (future years) 15 New personnel at $100 ea x 15 = 1.5K	Annual
10-4260-740-000	Medical Equipment	257,304	92,304	165,000	30,000	135,000	Medical equipment to out-fit A123 with 1-LUCAS 55K + 1-LifePak 60k + Load system 50K = 165K	One-Time
10-4260-450-000	Special Public Safety Supplies	27,000	25,000	2,000		2,000	Supplies, A123 from BLS to ALS 2K + initial stocking of station 141 with medical re-supply 10,500	One-Time
10-4260-450-000	Special Public Safety Supplies	10,500		10,500		10,500	Supplies, A123 from BLS to ALS 2K + initial stocking of station 141 with medical re-supply 10,500	Annual
GRAND TOTALS		**1,505,907**	**934,795**	**571,112**	**98,200**	**472,912**		

Fire Budget Worksheet

Account Number	Account Title	Total Cost	MCFD Budget	Incremental Cost	Incremental MCFD	Incremental WPR	NOTES	Expense Type
10-4221-110-000	Permanent Employees	93,148	89,148	4,000		4,000	Fire Deputy Chief 4K (includes benefits)	Annual
10-4221-120-000	Temporary employees	66,045	66,045	0			Volunteers, would not be utilized at this time, but could be used in the future.	Annual
10-4221-120-100	Swift Water Rescue	14,000	14,000	0			Training for 15 first responders.	Annual
10-4221-130-000	Employee Benefits	11,872	11,872	0			Included with positions costs	Annual
10-4221-230-000	Travel/Training	6,000	6,000	0			Sending an additional 5 FF to Winter Fire School at 1K ea = 5K	Annual
10-4221-240-000	Office Supplies & Expenses	1,500	1,500	0			Office supplies	Annual
10-4221-250-000	Equipment Supplies & Maint	43,500	10,000	33,500	10,500	23,000	Turnout storage racks 3K, Physical Fitness Equipment 5K, Tools & Tool storage 2.5K, Mis hose 2.5K, firefighting tools and equipment 10K	One-Time
10-4221-250-000	Equipment Supplies & Maint	10,000		10,000	5,000	5,000	hose & handtool replacement	Annual
10-4221-260-000	Building & Grounds	24,000	6,000	18,000		18,000	In Station alerting System 18K	One-Time
10-4221-280-000	Telephone	1,200	1,000	200		200	Officer cell phone, spitting the cost between Fire/ EMS Phone Stipend	Annual
10-4221-740-000	Equipment - Fire	133,700	40,000	93,700	14,500	79,200	Equipment Not On Engine, Auto Rescue 25K + Rope Rescue Kit TTRS 15K + Three Knox KeyDefender/ Knox Keys 4.5K + Three: 1 & 1/2" Elkhart Chief Nozzles 4.8K + One: 2 & 1/2" Elkhart Cheif Nozzle 1.6K + Six: Fire Hose 2 & 1/2" x 50' National hose thread 1.8K + QXT Thermal Camera $8K + Stihl MS 462 Chainsaw with 18" carbide chain $2K +Equipment Mounting Equipment 5K, Hazmat 10K, Water/Ice Rescue 1.5K	One-Time
10-4221-740-300	Turnout Rotation	75,500	20,000	55,500		55,500	FF Turnouts (15 sets) x 3,700 per set = 55.5K	One-Time
GRAND TOTALS		**480,465**	**265,565**	**214,900**	**30,000**	**184,900**		

Wildland Budget Worksheet

Account Number	Account Title	Total Cost	MCFD Budget	Incremental Cost	Incremental MCFD	Incremental WPR	NOTES	Expense Type
10-4222-220-000	Public Notices/Prevention	500	500	0			Public Notices/Prevention	Annual
10-4222-230-000	Travel/Training	2,000	2,000	0			15 FFs additional training at $100 ea = $1500	Annual
10-4221-250-000	Equipment Supplies & Maint	37,000	7,000	30,000		30,000	Mis Rehab and Repair costs 3K + The 2 WPR Brush Trucks and 1 WPR Water Tender are not equiped with Radio's and would need 3 mobile Radio's and 6 Handheld Radio's at 3K ea = 27K	Annual
10-4222-290-000	Fire Tools	3,000	3,000	0			Wildland tools rehab and replacement.	Annual
10-4222-310-000	Warden/Assistant Warden Salary	61,000	61,000	0			If the State of Utah and the FFSL need more funding?	Annual
10-4222-490-000	Wildfire Midigation	10,000	10,000	0			FFSL County PC	Annual
10-4222-500-000	Wildfire Preparedness	30,000	30,000	0			FFSL County PC	Annual
10-4222-510-000	PPE/Uniform	27,000	4,500	22,500		22,500	15 sets of Wildland PPE at $1,500 ea = 22.5K WP R&F may already have some on gear.	Annual
GRAND TOTALS		**170,500**	**118,000**	**52,500**	**0**	**52,500**		

Fleet Budget Worksheet

Account Number	Account Title	Total Cost	MCFD Budget	Incremental Cost	Incremental MCFD	Incremental WPR	NOTES	Expense Type
10-4460-250-400	Fire	36,250	20,500	15,750		15,750	E141 Pump Test 2K+Service $500 +Hose testing $500 + Ladder Testing 200 + Safety 50+ Repair, maintenance 4K, and fuel costs 4K	Annual
10-4460-250-450	Fire Department Leases	201,715	201,715	0			No additional funding at this time.	Annual
10-4460-250-500	Ambulance	14,000	10,000	4,000		4,000	Added repair, maintenance and fuel costs A123 4K	Annual
10-4460-250-550	Ambulance Veh	350,000		350,000		350,000	A new Ambulance would be needed by year 2028 at 350K take 2-years to receive	Major Capital
10-4460-250-600	Wildland Fire	10,000	8,000	2,000		2,000	Repair, maintenance and fuel costs 2K , 2 brush trucks, 1 Wildland Fire Tender and 1 Wildland Fire UTV	Annual
GRAND TOTALS		**611,965**	**240,215**	**371,750**	**0**	**371,750**		
MCFD #141 Total Budget		**2,768,837**	**1,558,575**	**1,210,262**	**128,200**	**1,082,062**		

		Total Cost	MCFD Budget	Incremental Cost	Incremental MCFD	Incremental WPR
Annual		**1,822,033**	**1,343,771**	**478,262**	**71,700**	**406,562**
One-Time		**596,804**	**214,804**	**382,000**	**56,500**	**325,500**
Major Capital		**350,000**	**0**	**350,000**	**0**	**350,000**
Total		**2,768,837**	**1,558,575**	**1,210,262**	**128,200**	**1,082,062**

Legal Services Agreement

LEGAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into effective as of the ___ day of _______, 2025, by and between the **WPR ROAD AND FIRE DISTRICT**, a special district organized under the laws of the State of Utah (the "District"), and **HAYES GODFREY BELL, P.C.**, a Utah professional corporation (the "Attorney").

RECITALS

A. The District is a legal governmental entity duly organized under the laws of the State of Utah; and

B. The District requires various civil legal services to be performed in connection with its purposes and business and the Attorney is willing to perform said legal services as more particularly set forth herein.

AGREEMENT

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Attorney's Services. Attorney agrees to perform or provide legal services for the District and to give legal consultation and advice to the District with respect to the same, to prepare resolutions, contracts and other documents relating to the business of the District, and to attend meetings of the District and other meetings, hearings and court appearances as requested by the District Board and/or the District General Manager.

2. Appointment. The District hereby appoints Hayes Godfrey Bell, P.C., as its attorney. Services performed under this Agreement will primarily be performed by Todd J. Godfrey. Other members of the firm may also provide legal provide services.

3. Attorney Compensation. For the professional services outlined in paragraph 1 hereinabove, Attorney shall charge and be paid at rates of $340 per hour. Hourly rates for other attorneys of the firm providing services may vary from $150 an hour to $340 an hour. The District should expect the majority of services to be performed by Mr. Godfrey. Hourly rates charged by Attorney shall be deemed to include Attorney's internal overhead office costs. This rate will be in effect for a period of at least 12 months. After that time, rates are subject to change by Attorney to reflect increases in inflation and the cost of doing business. No rate change shall be implemented by Attorney without consultation with and approval by the District. The District agrees to reimburse Attorney for all costs and expenses advanced by Attorney on the District's behalf with respect to litigation or otherwise.

4. Termination. This Agreement may be terminated by either party hereto by giving written notice of such termination to the other party. If such termination is without cause, the party terminating this Agreement shall give the other party a minimum of thirty (30) days advance written notice of termination.

The parties hereto have executed this Agreement by and through their respective duly authorized representatives as of the date and year first written above.

"DISRICT"

WPR ROAD AND FIRE DISTRICT

ATTEST:

____
Carley Herrick
District Clerk

____
Gary Derck
Chair, Board of Trustees

"ATTORNEY"

HAYES GODFREY BELL, P.C.

____
Todd J. Godfrey