

MOAB VALLEY FIRE PROTECTION DISTRICT

HEADQUARTERS – 45 SOUTH 100 EAST, MOAB, UTAH

MEETING AGENDA

**Tuesday July 28, 2026
4:00 p.m.**

CALL TO ORDER

APPROVAL OF MINUTES OF PREVIOUS MEETING(S):

1. June 16, 2026 Regular Meeting

CITIZENS TO BE HEARD

COMMISSION MEMBER DISCLOSURES

APPROVE BILLS AND SIGN CHECKS

CHIEFS' REPORTS

ONGOING BUSINESS

1. San Juan County Annexation – *Chief Brewer & Cathy*
2. Equipment Procurement – *Chief Brewer & Deputy Chief Whetton*
3. ILA with City of Moab – *Chief Brewer & Cathy*

DISCUSSION AND POTENTIAL ACTION ITEMS

1. Staffing – *Chief Brewer & Deputy Chief Whetton*
2. Resolution 2026-004–Notice of Intent to Annex - *Chief Brewer & Cathy*

FUTURE CONSIDERATIONS – *Chair Walker*

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
07/22/2026*

Moab Valley Fire Protection District Commission Meeting

45 South 100 East, Moab Utah 84532

Tuesday June 16, 2026 - 4:00 p.m.

A. Call to Order:

1. The meeting was called to order by Chairman Archie Walker at 4:00 p.m.
2. Commissioners Present: Commissioner Archie Walker, Commissioner Jim McGann, Commissioner Charlie Harrison
3. Staff Present: Chief TJ Brewer, Deputy Chief Chris Whetton, Administrator Cathy Bonde, Battalion Chief Brandon McGuffee
4. Others Present: Ryan Rasmussen of Smuin Rich & Marsing

B. Financial Audit Presentation:

1. Ryan Rasmussen of Smuin Rich & Marsing presented the district's 2025 financial audit. The District's net position increased \$782,688.00. Tax revenue increased due to annexation. The District is in good position based on cash on hand verses liabilities.

Charges for services saw an increase of \$440,342.00 from 2024 to 2025. This is primarily due to the wildland program. Public Safety expenses (primarily payroll) saw an increase of \$131,992.00 from 2024 to 2025.

Capital leases and assets increased due to equipment purchases.

Ryan Rasmussen went over the requirements that were tested for fiscal year 2025.

Commissioner McGann asked about assets and depreciation, and Ryan Rasmussen went over capital assets on page 33 of the audit report. Discussion was had on assets.

Chief Brewer asked what qualifies for the Work in Process line item, and Ryan explained it is usually for projects that are multi-year such as the building of a new station.

Commissioners and staff thanked Ryan for the work on the audit and the presentation.

B. General Business:

1. Approval of Minutes – Commissioner Harrison motioned to approve minutes from the May 21, 2026 meeting. Commissioner McGann seconded, and the motion passed unanimously.
2. Citizens to Be Heard – None present.
3. Commission Member Disclosures – Commissioner Walker stated he has two sons that are involved with the department. Commissioner McGann stated his wife is a Grand County commissioner.

4. Approval of Bills – Commissioner McGann motioned to approve bills. Commissioner Harrison seconded, and the motion passed unanimously.

C. Chief's Report:

1. Chief Brewer welcomed commissioners to participate in a SWOT analysis and to talk with him if anyone wants more information on it.
2. E-131 is fixed. It is now at Siddons-Martin, and they have found a few issues that need attention. They are taking care of the issues and we should have it back Thursday.
3. The Junior Emergency Services Academy was held. We only had 9 participants due to an illness that prevented some from attending.
4. Fire danger signs have been put up. There is still one needing to be installed.
5. Property to the south is in closing, so it is no longer an option for us.
6. We will be heavily involved in the county fair including engines at the fair and participating in the parade.
7. We will host a BBQ at Station 1 on the 4th of July to feed the crews that will be on standby. Commissioners were invited to attend.
8. The county passed the impact fee ILA. They started collecting fees the day they went into effect.
9. The declaration of candidacy has closed for Moab Fire Department commissioner election. Charlie Harrison was the only person that submitted intent to run.
10. A meeting is scheduled with the Lower Valley Fire Chief next week. Chief Brewer said Lower Valley has been very busy in Grand County this year.
11. Commissioner Walker asked how our firefighters are dealing with some difficult incidents. Chief Brewer stated Deputy Chief Whetton and firefighter Andrea Noyes have been working to make mental health resource options readily available to firefighters. Chief Brewer said people are doing fairly well, all things considered.
12. Commissioner Walker asked about the City and Station 2. Chief Brewer said the relationship with the City has grown immensely.
13. Deputy Chief Whetton reported the department currently has 46 members.
14. Year-to-date incidents are at 244, with 58 calls since our last meeting. Significant calls include the wildland fire that turned into a house fire on Highland Drive, an RV roll over in Arches, two back-to-back UTV fires, three large fires on I-70 that Lower Valley handled, and another 40-acre fire at Westwater where we placed an engine overnight.
15. Recent and upcoming trainings include hose deployment, a swift water class, and next month UFRA will be here with a pump simulator.

16. Chief Brewer informed commissioners that Deputy Chief Whetton has done a deep dive into our ESO program, and he can pull a large variety of stats. Chief Brewer added that our record keeping has vastly improved due to Deputy Chief Whetton.
17. Deputy Chief Whetton said he has been researching comparables in terms of call volume. One comparison was with a department in Avon, North Carolina that runs primarily fire calls. Their population is 80,000, bigger than ours, and they have 6 stations and are building a 7th. The stations are fully staffed with a total of 36 people on every day. They run about 5,000 calls per year, and divided by their 7 stations, they are running 1.8 calls per fully staffed station per day. We are currently running 2.8 calls per day from our single staffed station.

D. Ongoing Business:

1. San Juan County Annexation – Chief Brewer stated we are looking at a piece of property off of Spanish Valley Drive near Old Airport Road as station potential. We have an open house on June 29th at 6:00 p.m., and we have another upcoming meeting with San Juan County. Everyone seems to be in agreement in relation to annexation.

Chief Brewer met with the Fire Chief of La Sal, and he is excited about working together. Some misinformation was clarified.

Cathy stated that in the end of July we will need to pass a resolution of intent to annex. Once we do that, remaining steps all have a particular timeline that we need to hit. The resolution will set our district's public hearing. San Juan County also has to hold a public hearing.

Commissioner McGann asked about the tax revenue generated from annexation. Chief Brewer stated we still do not have all parcels included in the list we are working with. Revenue will be more than our current MOU.
2. REMS Team – Chief Brewer said most purchases have been made, and he said this agenda line item could be removed for now. He can report back in the Chief's report when we are ready to put the team into service.
3. Equipment Procurement – Chief Brewer stated we have purchased a rescue truck and box. We should have the truck soon. We also purchased a new Type 6 engine that will be ready next year. We will not need to pay for it until it is done.

We are spec'ing out a ladder truck. It will be about \$2,000,000.00. Cathy stated payments would be between \$75,000.00 and \$100,000.00 per year. Chief Brewer stated CIB may be a good option. CIB is not doing much for grants anymore, but they are doing low interest loan. The build timeframe is 3-4 years.

E. Discussion and Potential Action Items:

1. ILA with the City of Moab for Fire Protection Services – Chief Brewer stated the ILA came about because the City needed to sign their CWS with the State, they felt they needed something with us in writing as to fire protection, even though they are within our district. Cathy stated the commissioners have a resolution that must be approved in

relation to the ILA. She also stated that state code requires attorney review of an ILA by each party. Since we have not yet had attorney review, Cathy recommended a motion approving the resolution pending no substantives changes upon attorney review. The City will vote on the ILA on June 23rd. The ILA does not change our current obligation to members of our district.

Commissioner Walker motioned to approve Resolution 2026-003 pending no substantive changes upon attorney review. Commissioner McGann seconded the motion, and it passed unanimously.

2. Approval of 2026 Certified Tax Rate – Cathy presented commissioners with information on the 2026 certified tax rate. New growth was unexpectedly large at \$134,943. The district will see that amount as additional tax revenue that we did not originally budget for. It will be reflected in our amended budget. The certified tax rate for 2026 is .000402. Commissioner Harrison made a motion to approve Form PT-693 certifying the district's 2026 tax rate. Commissioner McGann seconded, and the motion passed unanimously. Cathy added the .000402 tax rate that will be publicized in relation to annexation of portions of northern San Juan County. The tax rate is consistent within our entire district.

E. Future Considerations:

1. Discussion was had on current staffing levels and needs.
2. Discussion was had on Station 2 and renewing the lease.

I. Adjourn:

1. Chairman Walker adjourned the meeting at 5:02 p.m.

Date _____

Archie Walker, Chairman

Attest: _____

Catherine Bonde, Clerk

MOAB VALLEY FIRE PROTECTION DISTRICT
Profit & Loss Budget vs. Actual
January through December 2026

		Jan - Dec 26	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense					
Income					
3018 · Operating Grants					
3018.5 · PPM Wildfire Grant		37,200.00	0.00	37,200.00	100.0%
3018.4 · CWDG Grant		109,511.30	247,525.00	-138,013.70	44.24%
3018.2 · UT Fire Dept. Assistance Grant		9,411.40	0.00	9,411.40	100.0%
3018.1 · Misc Grants		1,000.00	3,000.00	-2,000.00	33.33%
Total 3018 · Operating Grants		157,122.70	250,525.00	-93,402.30	62.72%
3017 · Donations		200.00	0.00	200.00	100.0%
3020 · Local taxes					
3020.1 · General		0.00	1,318,735.00	-1,318,735.00	0.0%
3020.2 · Delinquent Tax		61,418.83	15,000.00	46,418.83	409.46%
3020.3 · MISC. Tax		94,549.28	85,000.00	9,549.28	111.23%
3020.4 · Sales Tax		121,890.21	869,000.00	-747,109.79	14.03%
Total 3020 · Local taxes		277,858.32	2,287,735.00	-2,009,876.68	12.15%
3014 · Sales Service, Contracts					
3014.1 · Arches National Park		0.00	1,500.00	-1,500.00	0.0%
3014.3 · San Juan County		46,000.00	46,000.00	0.00	100.0%
3014.4 · State of Utah (Wildland)		219,636.58	276,000.00	-56,363.42	79.58%
3014.5 · Miscellaneous		0.00	100.00	-100.00	0.0%
3014.6 · Fee Schedule Billed					
3014.62 · Other Fee Schedule Billing		0.00	2,500.00	-2,500.00	0.0%
3014.61 · Inspections		55,129.80	50,000.00	5,129.80	110.26%
Total 3014.6 · Fee Schedule Billed		55,129.80	52,500.00	2,629.80	105.01%
Total 3014 · Sales Service, Contracts		320,766.38	376,100.00	-55,333.62	85.29%
3011 RENT & MISC					
3011.1 · Apt 1		0.00	2,400.00	-2,400.00	0.0%
3011.2 · Apt 2		0.00	2,400.00	-2,400.00	0.0%
3011.3 · Station 2 Lot Rent		600.00	0.00	600.00	100.0%
Total 3011 RENT & MISC		600.00	4,800.00	-4,200.00	12.5%
3060 · INTEREST		33,106.22	45,000.00	-11,893.78	73.57%
Total Income		789,653.62	2,964,160.00	-2,174,506.38	26.64%
Gross Profit		789,653.62	2,964,160.00	-2,174,506.38	26.64%
Expense					
440 · Cont. to Other Gvts.		1,018.00	1,600.00	-582.00	63.63%
410 · Bad Debt		0.00	500.00	-500.00	0.0%
411 · PAYROLL EXPENSES/SALARIES					
Total 411 · PAYROLL EXPENSES/SALARIES		593,490.00	1,246,944.17	-653,454.17	47.6%
413 · EMPLOYEE BENEFITS		273,884.28	685,000.00	-411,115.72	39.98%
414 · Nonwage Compensation / Mbr Bfts					
414.6 · Miscellaneous Member Benefits		0.00	550.00	-550.00	0.0%
414.5 · T-Shirts, Hats, Patches, Coin		1,790.00	7,000.00	-5,210.00	25.57%

\$7,200 for Fire Danger signs.
Will be added to fire prevention line item when budgt is amended. \$30,000 for Chipper. Will be added to Cap Equip line item when amended.

Work will pick up in Fall

Pumpkin, PPE, & WL Supplies. Will be added to Cap Equip, PPE, & WL supplies line items when budget is amended.

Williams grant for WL supplies.

\$104,094.20 owed to us at beginning of year. Some has been abated.

Sales tax revenue from April, paid out in July

Does not include revenue from Cottonwood, Babylon, or Elk Fires

Inspection Revenue should continue to ncrease due to larger projects not yet billed.

Most likely will surpass budgeted amount

Largest expense, audit, already paid.

MOAB VALLEY FIRE PROTECTION DISTRICT

Profit & Loss Budget vs. Actual

January through December 2026

	Jan - Dec 26	Budget	\$ Over Budget	% of Budget
414.4 · Member Pay	8,857.16	67,100.00	-58,242.84	13.2%
414.3 · Member Events & Benefits	6,341.30	40,700.00	-34,358.70	15.58%
414.2 · Uniforms	1,511.99	20,000.00	-18,488.01	7.56%
Total 414 · Nonwage Compensation / Mbr Bfts	18,500.45	135,350.00	-116,849.55	13.67%
415 · Professional & Technical Svc				
415.1 · Accounting	0.00	500.00	-500.00	0.0%
415.2 · Audit	6,400.00	6,400.00	0.00	100.0%
415.3 · Other Professional Services	6,096.50	11,000.00	-4,903.50	55.42%
Total 415 · Professional & Technical Svc	12,496.50	17,900.00	-5,403.50	69.81%
421 · Dues and Subscriptions	13,630.84	22,000.00	-8,369.16	61.96%
422 · Advertising and Public Notices	462.40	2,200.00	-1,737.60	21.02%
423 · Travel - Education & Training				
423.1 · Education	10,963.59	27,500.00	-16,536.41	39.87%
423.2 · Fire Prevention	3,348.14	6,000.00	-2,651.86	55.8%
423.3 · Fire Convention	0.00	2,200.00	-2,200.00	0.0%
423.4 · Specialty Rescue	33,425.39	80,000.00	-46,574.61	41.78%
423.5 · Travel	6,553.48	22,000.00	-15,446.52	29.79%
423.6 · Wildland Travel	18,316.70	16,500.00	1,816.70	111.01%
Total 423 · Travel - Education & Training	72,607.30	154,200.00	-81,592.70	47.09%
424 · Office Expense	23,771.98	29,700.00	-5,928.02	80.04%
425 · Equip & Trk Mant - Oper Supplies				
425.1 · Motor Fuels	20,893.01	44,000.00	-23,106.99	47.48%
425.2 · Auto & Truck Repairs & Maint	33,106.55	84,085.62	-50,979.07	39.37%
425.3 · Wildland Supplies	8,130.77	11,000.00	-2,869.23	73.92%
425.4 · PPE	39,693.13	55,000.00	-15,306.87	72.17%
Total 425 · Equip & Trk Mant - Oper Supplies	101,823.46	194,085.62	-92,262.16	52.46%
426 · Building Repair & Maintenance	14,761.30	13,200.00	1,561.30	111.83%
427 · UTILITIES	16,829.52	40,480.00	-23,650.48	41.58%
451 · INSURANCE	46,420.52	62,700.00	-16,279.48	74.04%
461 · Small Tools & Minor Equipment				
461.5 · Misc. Tools & Equipment	820.70	550.00	270.70	149.22%
461.4 · Radios	4,714.63	18,000.00	-13,285.37	26.19%
461.3 · Equipment R&M	16,200.96	12,000.00	4,200.96	135.01%
461.2 · Shop Tools & Equipment	5,505.83	10,000.00	-4,494.17	55.06%
461.1 · Appliances & Tools for Engines	12,810.32	12,100.00	710.32	105.87%
461.6 · Fuels Mitigation	2,236.48	53,525.00	-51,288.52	4.18%
Total 461 · Small Tools & Minor Equipment	42,288.92	106,175.00	-63,886.08	39.83%
472 · Infrastructure (Station 1 Bldg)	0.00	25,000.00	-25,000.00	0.0%
473 · Machinery and Equipment				
473.7 · BME Engine	36,107.19	36,107.18	0.01	100.0%
473.5 · CIB Pumper Engine	18,000.00	18,000.00	0.00	100.0%
473.6 · CIB Pumper Engine Reserve Acct	3,262.00	3,262.00	0.00	100.0%

Attorneys fees and additional costs from Smuin Rich & Marsing

Largest expenses: edispatches \$2100 ESO \$4202.65 Lexipol \$6022.13

PPM grant will increase available funds. Additional \$3,600 also exists here.

Though Cottonwood and most of Babylon Fires

Larger expenses are office furniture and laptops

Grants received will increase funds for WL Supplies

Largest expense: 5 sets of turn out gear

\$8,222.16 to Station 2 in 2026 \$3,151.34 to Thompson in 2026

Majority paid. Should come in close to budget.

Benches & Lockers

\$15,048 for annual inspection service to equipment

Hose, hose packs & supplies for multiple engines

MOAB VALLEY FIRE PROTECTION DISTRICT

Profit & Loss Budget vs. Actual

January through December 2026

	Jan - Dec 26	Budget	\$ Over Budget	% of Budget
Total 473 · Machinery and Equipment	57,369.19	57,369.18	0.01	100.0%
474 · CAPITAL EQUIPMENT				
474.1 · Capital Equipment-General	176,008.86	140,000.00	36,008.86	125.72%
474.2 · Fuels Mitigation	0.00	6,000.00	-6,000.00	0.0%
Total 474 · CAPITAL EQUIPMENT	176,008.86	146,000.00	30,008.86	120.55%
Total Expense	1,465,363.52	2,940,403.97	-1,475,040.45	49.84%
Net Ordinary Income	-675,709.90	23,756.03	-699,465.93	-2,844.37%
Other Income/Expense				
Other Income				
611 · . Sale of Asset	13,500.00	0.00	13,500.00	100.0%
Total Other Income	13,500.00	0.00	13,500.00	100.0%
Other Expense				
700 · Other Expenses	135.86	200.00	-64.14	67.93%
701 · Interest Expense	23,461.01	23,556.03	-95.02	99.6%
Total Other Expense	23,596.87	23,756.03	-159.16	99.33%
Net Other Income	-10,096.87	-23,756.03	13,659.16	42.5%
Net Income	-685,806.77	0.00	-685,806.77	100.0%

\$70,433.12 for UTV
\$32,000 for chipper
\$9,700 for R&M diagnostic too/subsription
\$2,000 down payment on UTV trailer
Grants will add \$34,337 in available funds
to this line item.

Sale of E2

\$77.60 international credit card fee

MOAB VALLEY FIRE PROTECTION DISTRICT

Balance Sheet

As of July 21, 2026

	Jul 21, 26
ASSETS	
Current Assets	
Checking/Savings	
104 · MACU Checking Acct.	
104.1 · MACU Operating	10,104.27
104.2 · MACU Capital Equipment	25,000.00
104.3 · MACU Injury	17,000.00
104 · MACU Checking Acct. - Other	-6,739.36
Total 104 · MACU Checking Acct.	45,364.91
105 · MACU Savings Acct.	439.82
102 · Desert Rivers CU-MVF Donations	5,176.89
103 · Desert Rivers CU Savings	25.00
120 · PTIF	1,240,241.72
101 · Wells Fargo	
101.1 · Operating	333.86
101 · Wells Fargo - Other	-333.86
Total 101 · Wells Fargo	0.00
Total Checking/Savings	1,291,248.34
Accounts Receivable	
110 · Accounts Receivable	299,155.04
Total Accounts Receivable	299,155.04
Total Current Assets	1,590,403.38
TOTAL ASSETS	1,590,403.38
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
200 · Accounts Payable	53,294.87
Total Accounts Payable	53,294.87
Other Current Liabilities	
220 · Payroll Liabilities	
222.1 · UT Unemployment	4,152.32
221 · Federal	40.92
222 · STATE W/H	5,888.00
223 · Retirement FFF	5,209.55
226 · 401k	5,213.22
227 · Employer 401K	929.74
220 · Payroll Liabilities - Other	327.50
Total 220 · Payroll Liabilities	21,761.25
Total Other Current Liabilities	21,761.25
Total Current Liabilities	75,056.12
Total Liabilities	75,056.12
Equity	
320 · Retained Earnings	2,316,084.48
Net Income	-800,737.22
Total Equity	1,515,347.26
TOTAL LIABILITIES & EQUITY	1,590,403.38

Moab Valley Fire Protection District
2026 Capital Projects Budget Profit & Loss

Income		
	Balance Forward	792,696.00
Total Income		792,696.00
Expense		
	Rescue Body	27,475.08
	Eco Caf 30 Gal Skid Unit-Rescue Truck	9,139.05
	Ford F-550 Rescue Truck	83,076.00
Total Expense		119,690.13
Net Income		673,005.87

MOAB VALLEY FIRE PROTECTION DISTRICT
Transaction Detail By Account
June 12 through July 21, 2026

	Date	Name	Memo	Debit	Credit	Balance
411 · PAYROLL EXPENSES/SALARIES						
Total 411 · PAYROLL EXPENSES/SALARIES				189,404.26	0.00	189,404.26
413 · EMPLOYEE BENEFITS						
Total 413 · EMPLOYEE BENEFITS				75,689.91	0.00	75,689.91
414 · Nonwage Compensation / Mbr Bfts						
414.5 · T-Shirts, Hats, Patches, Coin						
	06/17/2026	Pipe Dream	120 Flame Ts	1,570.00		1,570.00
Total 414.5 · T-Shirts, Hats, Patches, Coin				1,570.00	0.00	1,570.00
414.4 · Member Pay						
	06/30/2026	MACU VISA	5.11-Boots - B McGuffee	158.56		158.56
	07/07/2026	CARTER LLOYD	Nov 2025-June 2026	5,277.50		5,436.06
Total 414.4 · Member Pay				5,436.06	0.00	5,436.06
414.3 · Member Events & Benefits						
	06/15/2026	The Burn Box	Monthly Subscription - Member awards	64.98		64.98
	06/30/2026	MACU VISA	MRAC - Membership M Marshal	456.50		521.48
	06/30/2026	MACU VISA	MRAC - Membership S Vaccaro	456.50		977.98
	06/30/2026	MACU VISA	MRAC - Memberships: L McCandless, C Lloyd	913.00		1,890.98
	06/30/2026	MACU VISA	MRAC Memberships - A Noyes, K Swenson	913.00		2,803.98
	06/30/2026	MACU VISA	Sam's Club - Bevs & Food for 4th of July	153.30		2,957.28
	07/04/2026	KING SOOPERS	For 4th of July BBQ	19.46		2,976.74
Total 414.3 · Member Events & Benefits				2,976.74	0.00	2,976.74
414.2 · Uniforms						
	06/30/2026	MACU VISA	5.11 - Boots for Traedyn Brewer	158.56		158.56
Total 414.2 · Uniforms				158.56	0.00	158.56
Total 414 · Nonwage Compensation / Mbr Bfts				10,141.36	0.00	10,141.36
415 · Professional & Technical Svc						
415.3 · Other Professional Services						
	07/10/2026	SMUIN RICH & MARSING	2024 Audit Review & Supervision	702.00		702.00
	07/10/2026	SMUIN RICH & MARSING	Draft Financial Strmts/Audit	2,717.00		3,419.00
	07/10/2026	SMUIN RICH & MARSING	Mgt. Discussion and Analysis	850.00		4,269.00
	07/10/2026	Nelson Christensen Hollingworth & William	Review of ILA with City	1,827.50		6,096.50
Total 415.3 · Other Professional Services				6,096.50	0.00	6,096.50
Total 415 · Professional & Technical Svc				6,096.50	0.00	6,096.50
421 · Dues and Subscriptions						
	07/17/2026	Lexipol LLC	Contract 5/1/25-4/30/26 - Annual Fire Procedures	648.84		648.84
	07/17/2026	Lexipol LLC	Contract 5/1/25-4/30/26 - Annual Fire Supplemental Manual(s)	1,148.42		1,797.26
	07/17/2026	Lexipol LLC	Contract 5/1/25-4/30/26 - Annual Fire Policy Manual & Daily Training	4,224.87		6,022.13
Total 421 · Dues and Subscriptions				6,022.13	0.00	6,022.13
422 · Advertising and Public Notices						
	06/18/2026	MOAB TIMES INDEPENDENT	Invitation to Bid - Dodge Charger	91.40		91.40
Total 422 · Advertising and Public Notices				91.40	0.00	91.40
423 · Travel - Education & Training						
423.1 · Education						
	07/10/2026	UTAH VALLEY UNIVERSITY	Cert Exam Attempts: no shows	60.00		60.00
Total 423.1 · Education				60.00	0.00	60.00
423.2 · Fire Prevention						
	06/30/2026	MACU VISA	Oriental Trading - Candy for 4th of July Parade	154.48		154.48
Total 423.2 · Fire Prevention				154.48	0.00	154.48
423.4 · Specialty Rescue						
	06/12/2026	TURNER LUMBER	Fire Extinguisher, tie downs, bungee cords, fir for UTV/REMS	133.16		133.16
	06/14/2026	Liberty Mountain	Equip for REMS - ropes & rigging	2,638.78		2,771.94
	06/22/2026	Liberty Mountain	Equip for REMS - rigging Plate 1/3 (2)	67.86		2,839.80
	06/30/2026	MACU VISA	Amazon - Emer. Strobe Lights for UTV-REMS	39.99		2,879.79
	06/30/2026	MACU VISA	Gearheads - straps, stuff sacs, ropes, etc.-REMS	350.01		3,229.80
	06/30/2026	MACU VISA	Amazon - Westinghouse Generator-REMS	949.00		4,178.80

MOAB VALLEY FIRE PROTECTION DISTRICT
Transaction Detail By Account
June 12 through July 21, 2026

	Date	Name	Memo	Debit	Credit	Balance
Total 423.4 · Specialty Rescue 423.5 · Travel	06/30/2026	MACU VISA	Amazon - UTV Fire ext mount, side mirrors, clamps, under rear seat	563.26		4,742.06
	07/16/2026	AARON WOODARD	Knives for Dive Team/Equipment	280.00		5,022.06
				5,022.06	0.00	5,022.06
Total 423.5 · Travel 423.6 · Wildland Travel	06/29/2026	CHARLIE HARRISON	Per Diem & Reimbursements for Travel to pick up rescue truck	1,925.42		1,925.42
	06/30/2026	MACU VISA	QDOBA - Lunch after Meeting with Lower Valley Chief	67.41		1,992.83
	07/07/2026	ROBERT E OWENS	Grapevine Hand Crew& I-70 MM 179	48.50		2,041.33
				2,041.33	0.00	2,041.33
Total 423.6 · Wildland Travel Total 423 · Travel - Education & Training 424 · Office Expense	06/23/2026	DAVID J ENGLEMAN		3,356.66		3,356.66
	06/30/2026	MACU VISA	Enterprise - Car Rental for R Owens return from hand crew	157.75		3,514.41
	06/30/2026	MACU VISA	Hampton Innn Kanab - C Thurlo	220.00		3,734.41
	06/30/2026	MACU VISA	Hampton Innn Kanab - J Santana	220.00		3,954.41
	06/30/2026	MACU VISA	Hampton Innn Kanab - S Smith	220.00		4,174.41
	06/30/2026	MACU VISA	Kanab Laundromat	46.25		4,220.66
	07/20/2026	BRANDON J MCGUFFEE		100.50		4,321.16
	07/20/2026	BRANDON J MCGUFFEE		13.95		4,335.11
	07/20/2026	CLARK MAUGHAN		100.50		4,435.61
	07/20/2026	RICKY J HOPKINS		100.50		4,536.11
	07/20/2026	RYAN D BURRASTON		100.50		4,636.61
				4,636.61	0.00	4,636.61
				11,914.48	0.00	11,914.48
	06/12/2026	KING SOOPERS	Coffee, Cups, Dishwashing Detergent	47.47		47.47
	06/18/2026	CANYONLANDS ADVERTISING	Map of SJ County Annexation	8.00		55.47
	06/20/2026	BRANDON J MCGUFFEE		25.00		80.47
	06/20/2026	CHRISTOPHER L WHETTON		50.00		130.47
	06/20/2026	CLARK MAUGHAN		50.00		180.47
	06/20/2026	TIMOTHY J BREWER		50.00		230.47
	06/29/2026	AT&T Moability	FirstNet Phone Services	52.40		282.87
	06/29/2026	DESERT WEST	computer key board	49.99		332.86
	06/30/2026	MACU VISA	Google - Monthly Fee	224.05		556.91
	06/30/2026	MACU VISA	Adobe - Ryan	21.86		578.77
	06/30/2026	MACU VISA	Intuit-Monthly Payroll Fee	39.50		618.27
	06/30/2026	MACU VISA	Microsoft - Office 360 annual fee	142.14		760.41
	06/30/2026	MACU VISA	Amazon - Coffee	74.99		835.40
	06/30/2026	MACU VISA	Canyon Pizza - Lunch for committee meeting	49.66		885.06
	06/30/2026	MACU VISA	NUSO - Monthly Phone Service	248.96		1,134.02
	06/30/2026	MACU VISA	Amazon - Monthly Prime Fee	14.99		1,149.01
	07/05/2026	CHRISTOPHER L WHETTON		50.00		1,199.01
	07/05/2026	CLARK MAUGHAN		50.00		1,249.01
	07/05/2026	TIMOTHY J BREWER		50.00		1,299.01
	07/05/2026	BRANDON J MCGUFFEE		25.00		1,324.01
	07/08/2026	Les Olson Company	Quarterly Contract Billing	250.42		1,574.43
	07/20/2026	BRANDON J MCGUFFEE		25.00		1,599.43
	07/20/2026	CHRISTOPHER L WHETTON		50.00		1,649.43
	07/20/2026	CLARK MAUGHAN		50.00		1,699.43
	07/20/2026	TIMOTHY J BREWER		50.00		1,749.43
Total 424 · Office Expense 425 · Equip & Trk Mant - Oper Supplies 425.1 · Motor Fuels				1,749.43	0.00	1,749.43
Total 425.1 · Motor Fuels 425.2 · Auto & Truck Repairs & Maint	06/30/2026	MACU VISA	Shell - Moab	4.99		4.99
	07/07/2026	Maverik	June 1-30, 2026	4,854.42		4,859.41
				4,859.41	0.00	4,859.41

MOAB VALLEY FIRE PROTECTION DISTRICT
Transaction Detail By Account
June 12 through July 21, 2026

Date	Name	Memo	Debit	Credit	Balance
06/15/2026	CANYONLANDS AUTO & MINING	Loom-Split Poly E 142 Asset 06FMMN	13.60		13.60
06/16/2026	S&B Filters	Intake Replacement Filter, Cleaning & Oiling Kit for Utility 1	108.21		121.81
06/17/2026	KEN GARFF FORD	Switch	65.07		186.88
06/17/2026	CANYONLANDS AUTO & MINING	Grease & Grease Gun for WT1 Asset 07693	45.48		232.36
06/17/2026	CANYONLANDS AUTO & MINING	Premix green, dex merc 3	151.30		383.66
06/17/2026	CANYONLANDS AUTO & MINING	Return Air Filters		134.76	248.90
06/25/2026	CANYONLANDS AUTO & MINING	Speaker Wire	8.19		257.09
06/26/2026	CANYONLANDS AUTO & MINING	REMS	37.16		294.25
06/26/2026	CANYONLANDS AUTO & MINING	REMS	40.75		335.00
06/30/2026	MACU VISA	Bling Chemicals - Polish for Engines	84.97		419.97
06/30/2026	MACU VISA	Amazon - 8 Pin connector	79.98		499.95
06/30/2026	MACU VISA	Sticker Mule - Asset Number Stickers	153.08		653.03
06/30/2026	MACU VISA	Amazon - Dash & Console Mount for auto tuner	16.95		669.98
06/30/2026	Westech Equipment	Roller & Spool Assy for Bat 62 - Asset 17634	228.41		898.39
06/30/2026	MACU VISA	Napa - Kanab - Delco 15W40, Bug Wash	37.94		936.33
06/30/2026	MACU VISA	Iron Bull Bumpers	2,629.00		3,565.33
07/06/2026	CANYONLANDS AUTO & MINING	oil filter, oil - Ram 5500	137.56		3,702.89
07/07/2026	CANYONLANDS AUTO & MINING	Oil Filter, air filter for Chief's Truck	29.17		3,732.06
07/07/2026	CANYONLANDS AUTO & MINING	Oil, air filter for 161	90.52		3,822.58
07/07/2026	CANYONLANDS AUTO & MINING	Disc Brake Pads for Chief's Truck	46.21		3,868.79
07/09/2026	Sign Edge Incorporated	Stripping on Rescue Truck	384.00		4,252.79
07/14/2026	WALKER'S TRUE VALUE	Nut Spring Steel Slvr/galv 3/8	8.99		4,261.78
07/14/2026	Siddons-Martin Emergency Group	Red Lens - Whelen 600 Flashing for E21	143.79		4,405.57
Total 425.2 · Auto & Truck Repairs & Maint			4,540.33	134.76	4,405.57
425.3 · Wildland Supplies					
06/16/2026	Hop'n Apparel	Wildland T-shirts - Long Sleeved - 62	717.34		717.34
06/30/2026	MACU VISA	Lumber Plus - Tent	103.02		820.36
Total 425.3 · Wildland Supplies			820.36	0.00	820.36
Total 425 · Equip & Trk Mant - Oper Supplies			10,220.10	134.76	10,085.34
426 · Building Repair & Maintenance					
06/16/2026	Nelson's Heating & Air Conditioning, Inc.	Filters for HVAC at Sta 1	171.30		171.30
06/30/2026	MACU VISA	Kal Keyless Locks - 3 electric cylindrical locks	1,642.58		1,813.88
Total 426 · Building Repair & Maintenance			1,813.88	0.00	1,813.88
427 · UTILITIES					
06/26/2026	Enbridge Gas	2850 Murphy Lane	10.56		10.56
06/26/2026	Enbridge Gas	45 S 100 E	25.39		35.95
07/01/2026	SOLID WASTE SSD #1	51 S 100 Weekly Service	74.00		109.95
07/01/2026	SOLID WASTE SSD #1	Transfer Station Dump	7.00		116.95
07/01/2026	SOLID WASTE SSD #1	Weekly Service Sta 2	32.00		148.95
07/07/2026	ROCKY MOUNTAIN POWER	2850 Murphy Lane	122.89		271.84
07/07/2026	ROCKY MOUNTAIN POWER	2850 Murphy Lane	13.45		285.29
07/07/2026	ROCKY MOUNTAIN POWER	4012 Beeman Rd	16.68		301.97
07/07/2026	ROCKY MOUNTAIN POWER	45 S 100 E	649.46		951.43
07/07/2026	ROCKY MOUNTAIN POWER	101 Firehouse Ln Thompson	39.01		990.44
07/07/2026	ROCKY MOUNTAIN POWER	3271 Spanish Trail Rd (RV Hook Up at Sta 2)	12.16		1,002.60
07/07/2026	EMERY TELCOM	Phone & Internet & Lease of Routers (3 yrs)	193.30		1,195.90
07/07/2026	VERIZON	Duty Officer Ipad 435-210-0797	40.01		1,235.91
07/07/2026	CITY OF MOAB	51 S 100 E	201.78		1,437.69
07/07/2026	CITY OF MOAB	79 S 100 E	140.70		1,578.39
07/07/2026	Grand Water and Sewer Service Agency	2850 Murphy Lane	68.50		1,646.89
07/07/2026	Ferrellgas	Propane for THOMPSON Fire Station	382.43		2,029.32
Total 427 · UTILITIES			2,029.32	0.00	2,029.32
451 · INSURANCE					
07/10/2026	Utah Local Governments Trust	Mobile Equip Endorsement-UTV	5.97		5.97
07/10/2026	Utah Local Governments Trust	Auto Damage & Liability Endorsement-2026 F-550qq	16.99		22.96

MOAB VALLEY FIRE PROTECTION DISTRICT
Transaction Detail By Account
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	Date	Name	Memo	Debit	Credit	Balance
	07/10/2026	Utah Local Governments Trust	Workers Comp	2,142.37		2,165.33
	07/10/2026	Utah Local Governments Trust	Property Insurance	5,727.03		7,892.36
	07/10/2026	Utah Local Governments Trust	Liability	4,101.62		11,993.98
	07/10/2026	Utah Local Governments Trust	Auto Liability & Physical Damage	21,131.76		33,125.74
Total 451 · INSURANCE				33,125.74	0.00	33,125.74
461 · Small Tools & Minor Equipment						
461.5 · Misc. Tools & Equipment						
	06/30/2026	MACU VISA	Amazon - Smoke Detector Tester	24.52		24.52
Total 461.5 · Misc. Tools & Equipment				24.52	0.00	24.52
461.4 · Radios						
	06/30/2026	MACU VISA	49er Communications - Antennas & Clamshells	480.85		480.85
	06/30/2026	MACU VISA	GearTrader - Ammo can for radios	24.99		505.84
	06/30/2026	MACU VISA	Starlink - Monthly Fee	165.00		670.84
Total 461.4 · Radios				670.84	0.00	670.84
461.2 · Shop Tools & Equipment						
	06/30/2026	MACU VISA	Amazon - Nitrile Gloves, Mouse pad for shop	21.48		21.48
	06/30/2026	MACU VISA	Amazon - Outdoor Plug Cover	13.99		35.47
	07/17/2026	CANYONLANDS AUTO & MINING	Socket Set, Adapter, Chuck, Trigger Torch	109.01		144.48
Total 461.2 · Shop Tools & Equipment				144.48	0.00	144.48
461.1 · Appliances & Tools for Engines						
	06/30/2026	MACU VISA	Family Dollar - Cooler for Engine	27.34		27.34
	07/01/2026	Zips	Snatch block w.chain 7 grab hook, snatch block with swivel hook, Sn	486.55		513.89
	07/10/2026	Curtis Tools	1x100' coupled 1NPSH Plain 187 Spec Type 1 SJ Hose	1,810.00		2,323.89
Total 461.1 · Appliances & Tools for Engines				2,323.89	0.00	2,323.89
461 · Small Tools & Minor Equipment - Other						
	06/15/2026	Wheeler Machinery Company	Rental of auger and trailer for sign installation	390.92		390.92
	06/18/2026	CANYONLANDS AUTO & MINING	Socket & Nuts	70.97		461.89
	06/26/2026	WALKER'S TRUE VALUE	Retractable Key Reel	12.99		474.88
	06/27/2026	WALKER'S TRUE VALUE	3 Function Digital Multimeter	25.99		500.87
	06/30/2026	WALKER'S TRUE VALUE	Bike Hanger, Bungee Cord	14.38		515.25
	07/06/2026	WALKER'S TRUE VALUE	Flex Tape	24.99		540.24
	07/08/2026	WALKER'S TRUE VALUE	Crescent tool set, wrenches, weld stl, pliers, spray paint	155.44		695.68
Total 461 · Small Tools & Minor Equipment - Other				695.68	0.00	695.68
Total 461 · Small Tools & Minor Equipment				3,859.41	0.00	3,859.41
474 · CAPITAL EQUIPMENT						
474.1 · Capital Equipment-General						
	06/24/2026	Bradford Tri County Marketing Inc.	Welding of Box on Rescue Truck	7,476.08		7,476.08
	06/30/2026	MACU VISA	All Hands Fire Equip-CAFs system for Rescue Truck	9,139.05		16,615.13
	07/08/2026	Ken Garff West Valley Chrysler Dodge	REMS Truck	57,538.74		74,153.87
Total 474.1 · Capital Equipment-General				74,153.87	0.00	74,153.87
Total 474 · CAPITAL EQUIPMENT				74,153.87	0.00	74,153.87
TOTAL				426,311.79	134.76	426,177.03

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF MOAB AND MOAB VALLEY FIRE PROTECTION DISTRICT
FOR MUNICIPAL FIRE PROTECTION SERVICES**

This Interlocal Cooperation Agreement (this "Agreement") is entered into by and between the CITY OF MOAB, a municipal corporation of the State of Utah (the "City"), and the MOAB VALLEY FIRE PROTECTION DISTRICT ("MVFD"), a Utah special district and political subdivision of the State of Utah. The City and MVFD are referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, MVFD is a special district organized and existing under the laws of the State of Utah (as defined in Utah Code §17B-1-102(31)), funded to provide fire protection and related emergency services within its service area, and is a "public agency" as defined under the Utah Interlocal Cooperation Act, Utah Code §11-13-103 (the "Interlocal Act"); and

WHEREAS, the City is a municipality within the State of Utah and is a "public agency" as defined under the Interlocal Act; and

WHEREAS, Utah Code § 65A-8-202.5 requires municipalities to address wildfire nuisance, prevention, preparedness, mitigation, and effective wildfire initial attack within municipal fire protection boundaries, and allows assignment of those responsibilities to a fire service provider by interlocal agreement; and

WHEREAS, the City does not operate a separate municipal fire department and desires to formally designate MVFD as the City's provider for all municipal fire protection services; and

WHEREAS, the City participates or intends to participate as the municipal "Participating Entity" in the Cooperative Wildfire System ("CWS") administered by the Utah Division of Forestry, Fire and State Lands ("FFSL") through a separate agreement with FFSL ("CWS Agreement", and this Agreement is intended to support the City's compliance with the City's CWS obligations under the CWS Agreement; and

WHEREAS, the City is within MVFD's service area and supports MVFD through MVFD's lawful service district taxing and revenue authority; and

WHEREAS, MVFD is able and willing to provide municipal fire protection services to the City on the terms stated in this Agreement; and

WHEREAS, the Parties find that the possibility of fire threatening life and property presents a common danger most effectively met by this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

ARTICLE 1: PURPOSE AND DESIGNATION

1.1 The City designates MVFD as the City's provider for all municipal fire protection services within the incorporated boundaries of the City of Moab, subject to this Agreement, applicable law, MVFD policies and resources, and the incident conditions existing at the time of response.

1.2 This designation includes structural fire response, wildland fire initial attack and suppression, vehicle fire response, hazardous materials response, rescue and emergency incident response, fire prevention and public education, fire inspection support, where authorized or requested, emergency incident coordination, and related municipal fire protection services customarily provided by MVFD.

1.3 To the extent permitted by Utah Code §65A-8-202.5 and the CWS, the City assigns to MVFD the City's fire-service-provider role for wildfire initial attack and related prevention, preparedness, mitigation, and response functions within the City's fire protection boundary. The City retains any nondelegable municipal duties imposed by law or by the CWS Agreement.

ARTICLE 2: SERVICE AREA

2.1 The service area is the incorporated municipal boundaries of the City of Moab, Utah, as those boundaries may change from time to time, provided that the Parties shall coordinate regarding any annexation or other boundary change that materially affects service delivery, staffing, facilities, access, risk, cost, or CWS reporting.

2.2 Nothing in this Agreement limits MVFD's authority or ability to respond outside City boundaries under MVFD jurisdiction, dispatch protocols, automatic aid, mutual aid, state or federal mobilization, or other applicable agreements.

ARTICLE 3: MVFD RESPONSIBILITIES

3.1 MVFD shall provide municipal fire protection services to the City using MVFD personnel ~~and abiding by terms of the State Master Agreement and the FFSL Fire Department Manual. , apparatus, equipment, facilities, policies, training, command structure, and operational judgment.~~

3.2 MVFD shall serve as the City's primary fire service provider for Initial Attack on wildland fires on nonfederal lands within the City's fire protection boundary and shall use reasonable efforts to provide effective Initial Attack consistent with available resources, firefighter safety, FFSL requirements, dispatch protocols, and incident conditions.

3.3 MVFD shall maintain the wildland fire training, certification, and suppression equipment standards required by FFSL for a fire department or equivalent fire service provider under the CWS, including applicable NWCG and FFSL Fire Department Manual standards ~~reasonably required to provide the fire protection services to the City,~~ and shall provide reasonable documentation of compliance for CWS reporting upon request.

3.4 MVFD shall maintain records of fire protection activity and services provided within the City, including information needed for the City's CWS compliance, and shall make responsive records reasonably available to the City, subject to applicable law, protected records, privacy, personnel, investigation, and operational-security limitations.

3.5 MVFD shall continue to prepare and submit the Annual Participation Commitment Report, UWRAP reporting, and other FFSL submissions customarily handled by MVFD for the City's CWS participation, with reasonable supporting information from the City. Provided, however, that the City shall retain ultimate responsibility for the accuracy of submissions required of the Participating Entity, with MVFD acting in a preparatory and submitting capacity.

3.6 MVFD shall coordinate with the City, Grand County, dispatch, law enforcement, emergency medical services, state and federal agencies, and other responders as appropriate for incidents affecting the City.

3.7 MVFD shall coordinate with FFSL and the City regarding Initial Attack as needed. MVFD shall coordinate with FFSL and the City regarding transition to Extended Attack and any Delegation of Fire Management Authority and transfer of fiscal responsibility under the CWS. MVFD shall provide available incident records reasonably needed to document timestamps, resource use, and transition from Initial Attack to Extended Attack.

ARTICLE 4: CITY RESPONSIBILITIES

4.1 The City shall coordinate with MVFD on municipal facilities, access routes, hydrants and water supply, development review information, special hazards, emergency plans, evacuation planning, public information, and other information reasonably needed for fire protection services.

4.2 The City shall support public outreach regarding fire prevention, preparedness, mitigation, evacuation, and emergency information through City communication channels when appropriate.

4.3 The City retains responsibility for mitigation, maintenance, access, and hazard reduction on City-owned property, except as otherwise agreed in writing.

4.4 The City shall remain the municipal Participating Entity for CWS purposes unless FFSL approves another arrangement. MVFD shall prepare and submit CWS reports and UWRAP entries as provided in Section 3.5. The City shall provide timely information, approvals, signatures, certifications, or other action required from the City as the Participating Entity.

4.5 The City shall provide MVFD with reasonable and timely information regarding City activities, expenditures, in-kind contributions, WUI Code actions, CWPP actions, City-owned property mitigation, public outreach, and other matters reasonably needed for MVFD to complete CWS reporting and such that MVFD can otherwise effectively perform its obligations hereunder.

4.6 The City shall remain responsible for adoption, update, and implementation of any Community Wildfire Preparedness Plan or equivalent wildfire preparedness plan required for CWS participation, and for adoption, enforcement, mapping, and reporting related to the Utah Wildland Urban Interface Code, unless otherwise agreed in writing. MVFD shall reasonably support those efforts as resources allow.

4.7 The City shall not be required to make a separate payment to MVFD for services under this Agreement unless the Parties approve a written amendment creating a specific payment or reimbursement obligation. The Parties acknowledge that MVFD is funded, in part, through its lawful taxing and revenue authority as a special district. This allocation does not modify any separate obligation imposed by FFSL on the City as the Participating Entity.

4.8 For wildfire incidents where cost recovery may be available under Utah Code Title 65A, the Parties shall cooperate in documenting fire cause, response costs, personnel time, equipment use, and other information reasonably needed for any cost recovery action. The City shall retain responsibility for any cost recovery action required of the Participating Entity unless otherwise agreed in writing or directed by law. Provided, however, that any amounts recovered shall be allocated between the Parties in proportion to the costs each Party incurs, unless the Parties agree otherwise in writing.

ARTICLE 5. TERM, RENEWAL, AND TERMINATION

5.1 This Agreement becomes effective after approval and execution by both Parties, attorney review as required by the Interlocal Cooperation Act, and filing with the keeper of records of each Party as required by law.

5.2 This Interlocal Agreement shall continue in effect for a period of five (5) years, unless terminated as provided herein. The Interlocal Agreement may be renewed upon mutual written agreement of the Parties for an additional five (5) year term.

5.3 Either Party may terminate this Agreement without cause by giving at least ninety (90) days' written notice to the other Party. The Parties shall cooperate in good faith on any transition of fire protection responsibilities, including transition issues that could affect CWS compliance.

5.4 Termination of this Agreement shall not relieve the Parties of their respective obligations to maintain compliance with the CWS.

ARTICLE 6. GOVERNMENTAL IMMUNITY AND INDEMNITY

6.1 The City and MVFD, as Utah governmental entities, possess certain immunities by law, including immunity under the Utah Governmental Immunity Act, U.C.A. § 63G-7-101, et seq. Nothing in this Interlocal Agreement waives or abrogates any legal immunities possessed by the City or MVFD.

6.2 To the extent permitted by law, each Party is responsible for the negligent or wrongful acts or omissions of its own officers, agents, employees, and representatives, and shall indemnify and hold harmless the other Party.

ARTICLE 7. INTERLOCAL COOPERATION ACT

7.1. In satisfaction of the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended ("Interlocal Act"), in connection with this Agreement, the Parties agree as follows:

7.1.1. This Agreement shall be approved by each Party, pursuant to § 11-13-202.5 of the Interlocal Act;

7.1.2. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act; and

7.1.3. A duly executed original counterpart of the Agreement shall be filed with the keeper of records of each Party, pursuant to § 11-13-209 of the Interlocal Act.

ARTICLE 8. RELATIONSHIP TO OTHER AGREEMENTS

8.1. In the event of any conflict or disagreement between this Agreement and any applicable statute or regulation, the statute or regulation shall control.

8.2. This Agreement does not supersede any existing mutual aid, automatic aid, dispatch, emergency management, state mobilization, the CWS Agreement, FFSL requirement, or other operational agreement or legal requirement unless expressly stated.

8.3. This Interlocal Agreement may only be amended, modified, or supplemented by an agreement in writing signed by both Parties hereto.

8.4. This Agreement is the complete agreement of the Parties regarding the City's designation of MVFD as the City's municipal fire protection service provider, except that the agreements and legal requirements preserved in this article remain in effect unless expressly superseded as provided therein.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1. Interpretation. This Interlocal Agreement is the product of mutual bargaining. It shall be interpreted in accordance with its plain meaning, regardless of the extent to which either party participated in the drafting.

9.2. Severability. If any term or provision of this Interlocal Agreement shall be found to be unlawful or unenforceable, it shall be stricken, and the remainder of the document shall be enforced in accordance with its terms without invalidating the entire Interlocal Agreement.

9.3. Default. Each term and condition hereof shall be deemed a material element of this Interlocal Agreement. In the event either party should fail or refuse to perform according to the terms of this Interlocal Agreement, such party may be declared in default.

9.4. Remedies. Before invoking remedies for breach, the non-breaching Party shall provide written notice identifying the default and a reasonable opportunity to cure, which shall be not less than thirty (30) days unless a shorter period is required by law, FFSL deadline, or emergency circumstances. Cure within that period shall reinstate all rights of the Parties under this Interlocal Agreement. If a default is not timely cured, the non-breaching Party is not required to deliver multiple or successive notices of default. In the event a default or breach remains uncorrected, the party providing notice may elect to: (a) terminate the Interlocal Agreement; (b) treat the Interlocal Agreement as continuing and require specific performance; or (c) pursue any other remedy at law or equity. Nothing in this section creates liability for failure to achieve a particular emergency response outcome or limits immunities available under Article 6.

9.4.1. In any suit arising under this Interlocal Agreement the court shall award the substantially prevailing party its reasonable attorney fees and court costs in addition to any other relief.

9.4.2. The Parties may combine or pursue multiple or alternative remedies as may fit the circumstances of the breach. Should either party seek injunctive relief, it may obtain that relief without the necessity of posting a bond to secure the same.

9.5. Governing Law/Venue/Jury Waiver. The laws of the state of Utah govern this Interlocal Agreement. The sole venue for any legal dispute arising from or concerning this Interlocal Agreement shall be the courts of Grand County, Utah. In any such proceeding the court shall decide all matters in dispute, without a jury, regardless of the denomination of any claims that might be brought.

9.6. Approval. This Interlocal Agreement is a valid, binding, and enforceable obligation executed after all Parties have obtained the necessary authority.

9.6.9.7. Parties Benefitted. The provisions of this agreement and the rights and obligations created hereunder are intended for the sole benefit of the parties to this agreement and do not create any right, claim or benefit on the part of any person not a party to this agreement.

ARTICLE 10. NOTICE

10.1. Notice under this Interlocal Agreement shall be valid if sent by email, United States First Class mail, personal delivery, or courier to the address designated below. Email notices shall be deemed to have been delivered on the date they are sent to the below email addresses, provided that no automatic notice of delivery failure is received. The Parties may alter their address for notice at any time upon delivery of written notice to the other stating the new address. The addresses of the Parties are as follows:

City of Moab:
Attn: City Manager
217 East Center Street
Moab, Utah 84532
mblack@moabcity.gov
info@moabcity.gov

Moab Valley Fire Protection District:
Attn: Fire Chief / Board Chair
45 South 100 East
Moab, Utah 84532
tbrewer@moabfiredepartment.org
admin@moabfiredepartment.org

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Commented [NB1]: I made these changes because I assume we want the ability to send notices via email without the need to also send a letter.

SIGNATURES

IN WITNESS WHEREOF, the Parties execute this Agreement as of the latest date indicated below.

CITY OF MOAB

**MOAB VALLEY FIRE PROTECTION
DISTRICT**

Joette Langianese, Mayor

Archie Walker, Commission Chair

Date: _____

Date: _____

Attest:

Attest:

Sommar Johnson, City Recorder

Catherine Bonde, District Clerk

Date: _____

Date: _____

Approved as to Form

Approved as to Form

Nathan Bracken, City Attorney

Jeffrie L. Hollingworth, ~~District~~
~~Attorney~~ Attorney for MVFD

Date: _____

Date: _____

Commented [NB2]: Required per UCA 11-13-202.5.

MOAB VALLEY FIRE PROTECTION DISTRICT

RESOLUTION NO. 2026-004

A RESOLUTION OF THE MOAB VALLEY FIRE PROTECTION DISTRICT DECLARING THE INTENT TO ANNEX PORTIONS OF UNINCORPORATED AREAS OF SAN JUAN COUNTY CURRENTLY SERVED BY SAN JUAN COUNTY; SETTING A PUBLIC HEARING ON THE PROPOSED ANNEXATION FOR SEPTEMBER 30, 2026 AT 6:00 P.M. AND PROVIDING FOR NOTICE OF THE ANNEXATION HEARING AS REQUIRED BY UTAH CODE

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 Commissioners of the Moab Valley Fire Protection District, (the “District”) have studied various options to better serve areas outside of the District, that it is currently serving through agreement with San Juan County; and

WHEREAS, the District Staff has reviewed various options with the San Juan County Commission; and

WHEREAS, the District Commission finds it is in the best interests of the District to annex those portions of unincorporated San Juan County shown on Exhibit A; and

WHEREAS, State law requires the District Commission to provide for Notice of Intent to Annex and the legislative body the opportunity to accept the Petition for further consideration and review.

NOW, THEREFORE, BE IT RESOLVED by the Moab Valley Fire Protection District as follows:

1. That the District intends to Annex those portions of San Juan County shown on Exhibit A.
2. That legal Notice be provided to those affected entities and property owners to begin the process set forth in Utah Code.
3. That it authorizes District staff to publish all required notices and mailings and to take all steps necessary to move the annexation process forward.

SIGNED AND DATED this 29th day of July, 2026.

By:

Chairman Archie Walker

VOTING:

Archie Walker	Yea	___	Nay	___
Jim McGann	Yea	___	Nay	___
Charlie Harrison	Yea	___	Nay	___

ATTEST:

Catherine Bonde
District Clerk