

Vermillion Cliffs SSD Meeting Packet

Date: June 12, 2025

**NOTICE AND AGENDA OF A MEETING
OF THE VERMILLION CLIFFS SPECIAL
SERVICE DISTRICT**

PUBLIC NOTICE IS HEREBY GIVEN that the Vermillion Cliffs Special Service District Board, State of Utah, will hold **The Vermillion Cliffs Special Service District Meeting** in the Kane County Commission Chambers at the Kane County Courthouse, 76 N Main Street, Kanab, Utah on **Thursday, June 12, 2025** at the hour of 3:00 pm.

*The Chair, in her discretion, may accept public comment on any listed agenda item unless more notice is required by the Open and Public Meetings Act.

CALL MEETING TO ORDER

WELCOME

PUBLIC COMMENT:

REGULAR SESSION:

- 1. Vote on Approval of Structural Fire Response Service Contract between Vermillion Cliffs Special Service District and Kanab City**
- 2. Set public hearing date for fee implementation**

AGENDA ITEMS

ITEM #1

Vote on Approval of Structural Fire
Response Service Contract between
Vermillion Cliffs Special Service
District and Kanab City

**FIRE PROTECTION AGREEMENT
BETWEEN KANAB CITY AND
VERMILLION CLIFFS SPECIAL SERVICE DISTRICT**

This Fire Protection Agreement ("Agreement") is entered into by and between Kanab City, a municipal corporation and political subdivision of the State of Utah (the "City"), and Vermillion Cliffs Special Service District, a political subdivision of the State of Utah (the "District" or "Vermillion Cliffs SSD"), on this 12th day of June, 2025 ("Effective Date"). Each of the foregoing are a "Party," and collectively are referred to herein as the "Parties."

RECITALS

WHEREAS, Kane County has established the Vermillion Cliffs SSD for the purpose of providing fire protection services, as defined in Utah Code § 17D-1-201(9), for the property within the District boundaries;

WHEREAS, Utah Code § 17D-1-103 authorizes special service districts to enter into contracts considered desirable to carry out special service district functions;

WHEREAS, Utah Code § 11-7-1 authorizes municipalities to cooperate with all contiguous fire districts to maintain adequate fire protection within their territorial limits;

WHEREAS, the City has elected to maintain and support a fire-fighting force or fire department for its own protection;

WHEREAS, the District is committed to providing long-term solutions to ensure adequate fire protection to areas within the District boundaries, but has not yet established its own fire-fighting force or fire department for its own protection;

WHEREAS, the total cost to provide adequate fire protection goes beyond fire suppression and includes fire prevention measures, training, infrastructure and equipment, and day-to-day operation costs;

WHEREAS, the Parties value an investment in fire prevention including inspections, public education, and employee training;

WHEREAS, the City estimates approximately \$1,500,000 from the General Fund will be budgeted in the 2026 fiscal year for fire department expenditures (which budgeted amount varies and routinely increases each year);

WHEREAS, the Parties jointly affirm that funding fire protection services solely through a per-use rate or similar charging mechanism is not a sustainable nor equitable approach;

WHEREAS, the City has and desires from time to time to contribute toward the support of wildland and structural fire protection, defined herein, in the District as resources allow;

WHEREAS, the District does not have a full-time fire-fighting force for providing fire protection for structural fires and an "Initial Attack" for wildland fires (as defined further herein) in the areas within the

District's boundaries—the District shall act in good faith to expeditiously enter into a cooperative agreement with the State of Utah, Division of Forestry, Fire, and State Lands, or "FFSL," as an eligible entity to receive compensation therefrom for any fire response following a Delegation of Fire Management Authority;

WHEREAS, the Parties agree the District and its residents would benefit from the City's support, from time to time, resources permitting, in providing support on structural fires and initial wildland fire response in the District;

WHEREAS, the Parties wish to memorialize their understanding, agreement, services, and delegation of authority from the District to the City to provide fire protection under specific terms;

WHEREAS, the District will compensate the City for the fire protection services outlined herein, calculated as a flat annual rate for services, which amount is anticipated to be calculated using a formula with a rate akin to a mill levy (comparable to what City residents pay for similar services), plus fees for new growth or other additions to existing fire protection services;

WHEREAS, the Parties wish to enter into an agreement for services using a formula that takes into account assessed property values, the District shall be at liberty to assess and collect a fee from its constituents in the amount and method they deem appropriate;

WHEREAS, the Parties intend for this Agreement to last five (5) years unless terminated earlier pursuant to the terms in this Agreement, and which Agreement may be renewed or modified only by a further signed written agreement or amendment hereto;

WHEREAS, the City and District are public agencies as defined in the Utah Interlocal Cooperation Act, Utah Code § 11-13-101, et seq. (the "Act"), and, as such, are authorized by the Act to each enter into an interlocal agreement to act jointly and cooperatively on the basis of mutual advantage;

WHEREAS, the Parties are committed to promoting the health and welfare of the residents of their respective political subdivisions;

WHEREAS, the terms of the foregoing service agreement will promote the common general health, safety, and welfare of City and District residents; and

WHEREAS, this agreement does not create an interlocal entity.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals, incorporated forthwith, the mutual covenants and agreements herein set forth, the mutual benefits to the Parties to be derived, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. Purpose of the Agreement. The purpose of this Agreement is outlined in the Recitals, which are incorporated herein by reference.

2. Duration. This Agreement shall commence on the Effective Date (June 12, 2025) and shall terminate on June 11, 2030, constituting a five-year term, unless terminated earlier as outlined herein. Thus, a “contract year” shall run from June 12th to June 11th of each year. This Agreement may be amended by mutual written consent of the Parties.

3. Termination. This Agreement may be terminated by a Party by providing sixty (60) days’ notice of the intent to terminate.

a. Buyout Provision for Early Termination by the District. The District may terminate this Agreement prior to the end of the five-year term under the following conditions:

- i. Termination must occur on or before the end of a contract year (i.e., on or before June 11th), thereby requiring notice of termination on or before the preceding April 12th.
- ii. Prior to termination, the District shall pay all amounts due for services rendered through the current contract year regardless of the date noticed for termination (i.e., paying the amount due through the end of the then contract year regardless of the date upon which the service is actually noticed to be terminated);
- iii. The District shall pay 50% of the total remaining amount due for the remainder of the full contract term beyond the then current contract year;
 1. The District may terminate this Agreement upon completion of the first two (2) years without incurring the obligation to pay 50% of the total remaining amount due for the remainder of the full contract term beyond the then current contract year, if one or more of the following apply:
 - a. The District has constructed a fire station to service the District;
 - b. The District has set up an independent firefighting force; or
 - c. A county-wide firefighting force/department is established to which the District is joining, or the District is being dissolved as a result thereof.
- iv. Upon receipt of payment, the City will continue to provide services through the end of the then-contract year.

b. Termination by the City. The City may terminate this Agreement before the end of the five-year term under the following conditions:

- i. After January 31st of any contract year, and once full payment has been received for that year, the City may not unilaterally terminate the Agreement for that current contract year except in cases of non-funding or force majeure as described in Subsection (c) below.
- ii. If the City elects to terminate the Agreement before the end of the five-year term, then the District shall pay the City a pro-rated amount for the months of fire protection service rendered through the termination date if, by the termination notice, it is intended for the Agreement to be terminated before the end of the then-current contract year, or, if the notice provides for termination on April 30th, then the District shall pay the full amount for the then contract year in which the Agreement is terminated.

c. Non-Funding Clause and Force Majeure. If a Party responsible for financing the fire-fighting force makes all reasonable efforts in fulfilling its obligations under this Agreement, and, through no fault of the individual Party, or due to force majeure, or due to a third party’s failure to appropriate necessary funding, and is therefore unable to reasonably bear the operational costs or to acquire the necessary financing for the fire-

fighting source, then this Agreement may be terminated by written notice to the other Party, and there will be no obligation for the Parties to move forward with the terms of this Agreement. Any payment due a Party shall be prorated and immediately due on or before the following March 1st.

4. Representatives. The individuals listed below are authorized to act as the Representative for their respective Party in all matters related to this Agreement. Either Party may change its Representative by giving written notice to the other Parties' Representatives.

Kanab City	Vermillion Cliffs Special Service District
Name: Kyler Ludwig (City Manager)	Name: _____
Telephone: 435-644-5234	Telephone: _____
Email: citymanager@kanab.utah.gov	Email: _____

5. Limitations. This Agreement constitutes an obligation for the City to respond to wildland and structural fires in the unincorporated areas of the District, within the limits of the City's reasonably available resources. This Agreement does not require the City to expand its current fire department personnel or resources. This Agreement delegates authority for the City's fire department to act under the District's fire authority as it pertains to responding to wildland and structural fires in the unincorporated areas of the District. This Agreement does not supersede, terminate, nor override any prior, concurrent, or future agreements related to other fire protection or emergency services, or other forms of mutual aid, including, but not limited to those agreements related to wildland fire protection agreements. This Agreement does not supersede any responsibilities, regulations, and/or requirements imposed by state laws and local ordinances. This Agreement does not obligate the City to undertake nor assume any statutory or legal responsibilities or obligations of the District. This Agreement does not create any additional obligations or responsibilities of the District except as set forth in section 7.

6. City's Intent and Commitments. The City commits to working in good faith with the District.

- a. The City shall, based on available resources, provide initial wildland fire response (i.e., "Initial Attack" for wildland fire, prior to a Delegation of Fire Management Authority by the State of Utah, Division of Forestry, Fire, and State Lands, or "FFSL") and shall respond to structural fires in the District when notified by Kane County's dispatch. If responding to a structural or wildland fire in the District, the City's fire department personnel shall determine the level of fire protection service to be rendered, as well as the manner and method in which the service is to be provided.
- b. When the City provides a wildland fire response within the District, the City shall be entitled to any compensation received pursuant to a Delegation of Fire Management Authority by the State of Utah, Division of Forestry, Fire, and State Lands, or "FFSL," whether payment is received directly by the City from the FFSL or if payment is made to the District and thereafter issued by the District to the City. The City shall provide reasonable assistance, including providing necessary information and documentation, in order for the District to comply with the requirements of a cooperating agreement with the FFSL.
- c. When resources are unavailable or limited, or responding to a fire in the District would leave the incorporated area of the City at unreasonable risk, the City's fire department

will either provide a limited response or not respond to dispatch callouts for fires in the District. However, when the City fire department does respond, the City's fire personnel will act reasonably and in accordance with its adopted policies and procedures.

- d. The City will bill the District for requested fire inspections, within ninety (90) days of completion of the inspection.
- e. The City will use a standard and reasonable rate schedule to determine fire inspection costs; a 2-hour minimum inspection time will be charged on all inspections.
- f. Upon request by the District the City will provide a summary report of fire responses within the District.
- g. At all times, the City will prioritize responding to and having sufficient fire protection coverage within the City's territory, before responding to a fire in the District.

7. District's Intent, Commitments, and Delegation of Authority. The District commits to working in good faith with the City.

- a. As the fire authority for the properties within the District, the District hereby delegates authority to the City, and particularly the Kanab Fire Department, to respond to structure fires in the District and authority to handle the "Initial Attack" and continued response for any wildland fire, as may be necessary.
- b. The District does not obligate the City to act or respond to fires in its territory when the City's reasonably available personnel or equipment are unavailable or limited, or responding would unreasonably leave Kanab residents unprotected or at unreasonable risk.
- c. The District shall allow the City to exercise its decision-making authority in whether to respond and the level, manner, and method of fire protection services to be rendered.
- d. From the effective date of this Agreement through termination, the District authorizes the City to bill the District for fire protection services and fire inspections within the District. The City shall not be responsible for billing or collecting costs from property owners or those believed to have caused the need for the fire protection response.
- e. The District will pay the City the full annual fee, as delineated herein, prior to March 31 of each year.
- f. The District will pay fees as described in Section 8, *Fees and Payment Structure*.
- g. The District will provide detailed financial information on the Fire Apparatus restricted funds provided through this contract.
- h. The District shall act expeditiously and in good faith to enter into a cooperative agreement with the Utah Division of Forestry, Fire, and State Lands ("FFSL"), coordinating with the City in advance of entering into the cooperative agreement, and sufficiently informing the City of the requirements of the cooperating agreement with which the City may be required to assist the District. The District shall file any reports or provide any required information to the FFSL, pursuant to the cooperating agreement, and act in good faith to comply with the other terms thereof. Any remuneration received by the District from the FFSL as a result of a wildland fire response provided by the City shall be tendered to the City within thirty (30) days of receipt. The City shall be authorized to act on behalf of the District upon any Delegation of Fire Management Authority by the FFSL, including the Initial Attack and thereafter. See Utah Code, Title 65A, Chapter 8, *Management of Forest Lands and Fire Control*.
- i. Upon request by the City, the District shall initiate civil action to recover fire suppression costs incurred by the City on non-federal land within the District's boundaries and jurisdiction for fires caused negligently, recklessly, or intentionally. Counsel for the City

will provide assistance with these civil actions. Any costs recovered may reduce the annual fee due to be paid by the District to the City, after costs for litigation, damaged or destroyed fire apparatus, injuries, and other expenses of the fire response are satisfied.

- j. The District shall implement structure and wildfire prevention and mitigation measures throughout the District area, to reduce the number of human-caused fires and eliminate the risks to persons, property, or natural resources. Annually, the District shall coordinate with the Kanab City Fire Department and propose measures for structure and wildfire prevention and mitigation measures. The City may request that the District provide structure and wildfire prevention measures in a written proposal, followed up with the District providing a written report by the end of each contract year.

8. Fees and Payment Structure. The District agrees to compensate the City for fire protection services in accordance with the following structure:

- a. Annual Base Fee. The Annual Base Fee is calculated annually. The District shall pay the City a fee for service equal to 0.00135 of the certified taxable value of all properties within the District, as determined by the Kane County Assessor's Office, based on the most recent values assessed. [Initial contract year fee payable by the District to the City = the Annual Base Fee.]
- b. Annual Escalator. The Annual Base Fee described in Subsection 8(a) shall increase by six percent (6%) annually during the term of the Agreement to reflect inflation and increasing service costs. [The annual fee payable by the District to the City for each of the contract years 2 through 5 = Annual Base Fee plus the Annual Escalator (0.06 times the Annual Base Fee). *But see* below for the addition of fees for residential and commercial growth, if applicable.]
- c. Payment Schedule. The first payment for the initial contract year (June 12, 2025, through June 11, 2026) shall be due and paid on or before January 31, 2026, and on or before January 31st of each year thereafter during the term of this Agreement, with the last payment being due March 1, 2030.
- d. Residential Fire Protection Service Capacity Fee. The District shall pay a one-time fee of nine hundred dollars (\$900.00) for each new residential unit constructed within the District boundaries during the preceding contract year (i.e., fee for residential new growth, or an expansion of services fee). The implementation and assessment of this fee shall not occur for the first 180 days following the Effective Date. This fee shall be assessed to the District upon each new residential unit receiving a certificate of occupancy.
- e. Commercial Fire Protection Service Capacity Fee. The District shall pay a one-time fee for each new commercial unit constructed within the District boundaries during the preceding contract year. The full amount of the Commercial Fire Protection Service Capacity Fee of three dollars and twenty-six cents (\$3.26) per square foot, shall be paid to the City for purposes of supporting capital investments in fire protection infrastructure as the City deems reasonable and necessary. The implementation and assessment of this fee shall not occur for the first 180 days following the Effective Date. This fee shall be assessed to the District upon each new commercial unit receiving a certificate of occupancy.
- f. Apparatus Contribution Incentive. If, during any contract year of the Agreement, the District maintains ten (10) or more active volunteer firefighters who possess current Firefighter I and Firefighter II certifications and meet the City's minimum volunteer service standards, the City shall contribute \$50,000 to the District's Restricted Apparatus Fund, a

fund for the exclusive purpose of acquiring fire apparatus. "Fire Apparatus" shall include fire engines, ladder trucks, brush trucks, water tenders, or other fire response-related infrastructure, apparatus, or equipment for which the District receives written authorization from the City.

- g. Fire Inspection Fees. By this Agreement, the District grants the City authority to perform fire inspections, upon request and the availability of the City's resources to perform the same. Fire inspections requested to be performed within the District shall be billed separately at actual costs, with a minimum charge of two (2) hours per inspection. Inspection fees shall not be credited toward the annual base fee or any other portion of the payment structure described in this Section.
- h. Payment Schedule and Interest. All payments due under this Section shall be paid in full by January 31st of the applicable contract year, or within 30 days of being assessed if January 31st has already passed. Late payments shall accrue interest at the current interest rate paid by the Utah Public Treasurer's Investment Fund (PTIF) until paid in full.

9. Reporting, Information Sharing, and Record Keeping. As necessary and requested by a Party, the other Party shall comply with any reporting requests and requirements. The Parties agree to maintain their books and records in such a manner that any funds received from another Party will be shown separately on the receiving Party's books. The Parties' respective records shall be maintained sufficiently to identify the use of funds for the purposes outlined in this Agreement. The Parties shall make their respective books and records available to the other Parties upon reasonable request at reasonable times.

10. Entire Agreement; Amendments. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by any Party or agents of any Party that are not contained in this Agreement shall be binding or valid. Alterations, extensions, supplements, or modifications to the terms of this Agreement shall be agreed to in writing by the Parties, incorporated as amendments to this Agreement, and made a part hereof.

11. Severability. If any provision of this Agreement is adjudged to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired, and the Parties will use their best efforts to substitute a valid, legal, and enforceable provision which, insofar as practical, implements the purposes of this Agreement.

12. Third Party Beneficiaries. There are no intended third party beneficiaries to this Agreement. It is expressly understood that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any claim or right of action by any third person under this Agreement. It is the express intention of the Parties that any person, other than the Party who receives benefits under this Agreement, shall be deemed an incidental beneficiary only.

13. Choice of Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Utah.

14. No Assignment. The rights and obligations under this Agreement are not assignable in whole or in part.

15. Privileged Communications. Documentation of or pertaining to pre-decisional analysis or deliberations shall be treated as privileged interagency communication and managed as protected records to the extent allowed under federal and state law.

16. Interlocal Cooperation Act. In satisfaction of the requirements of the Interlocal Cooperation Act in connection with this Agreement, the Parties agree as follows:

- a. This Agreement shall be authorized as provided in Utah Code § 11-13-202.5.
- b. 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 and in accordance with Utah Code § 11-13-202.5.
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party, pursuant to Utah Code § 11-13-209.
- d. The term of this Agreement shall not exceed five (5) years, pursuant to Utah Code §§ 11-7-2 and 11-13-216.
- e. Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.
- f. No separate legal entity is created by the terms of this Agreement, and no facility or improvement will be jointly acquired, jointly owned, or jointly operated by the Parties.
- g. Pursuant to Utah Code § 11-13-207, the Representatives designated by each Party are hereby designated as the joint administrative board for all purposes under the Interlocal Cooperation Act.

17. Agency.

- a. No officer, employee, or agent of the City or District is intended to be an officer, employee, or agent of the other Party.
- b. None of the benefits provided by each Party to its employees, including, but not limited to, workers' compensation insurance, health insurance, and unemployment insurance, are available to the officers, employees, or agents of the other Party.
- c. The Parties will each be solely and entirely responsible for its acts and for the acts of its officers, employees, or agents during the performance of the activities anticipated under this Agreement.
- d. Appropriate officials of the Parties may promulgate such written operational procedure in implementation of this Agreement as to them appear desirable, provided that such are acceptable to the other Party they effect.

18. Governmental Immunity, Liability, and Indemnification.

- a. Governmental Immunity. The Parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code §§ 63G-7-101 et seq. (the "Immunity Act"). None of the Parties waive any defenses or limits of liability available under the Immunity Act and other applicable laws. All Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable laws.
- b. Liability and Indemnification. The Parties agree to 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 none of the Parties will have any liability whatsoever for any negligent act or omission of another Party, its

employees, officers, or agents. An individual Party shall indemnify, defend, and hold harmless another Party, its officers, employees and agents (the "Indemnified Parties") from and against any and all actual or threatened claims, losses, damages, injuries, debts, and liabilities of, to, or by third parties, including demands for repayment or penalties, however allegedly caused, resulting directly or indirectly from, or arising out of (i) the Party's breach of this Agreement; (ii) any acts or omissions of or by the Party, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement; or (iii) the Party's use of public funds. The Parties agree that their respective duty to defend and indemnify the Indemnified Parties under this Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against a Party for the defense of any claim or to satisfy any settlement, arbitration award, debt, penalty, or verdict paid or incurred on behalf of another Party to this Agreement. The Parties agree that the requirements of this paragraph will survive the expiration or sooner termination of this Agreement. The District shall hold the City harmless against claims of inadequate fire protection or insufficient response or measures used in the service provided, or claims of a similar nature.

- c. This clause shall survive the expiration or termination of this Agreement.

19. Required Insurance Policies. All Parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their respective obligations hereunder and consistent with applicable law.

20. Interpretation. This Agreement, except where the context by clear implication herein otherwise requires, shall be construed as follows:

- a. Definitions include both singular and plural;
- b. Pronouns include both singular and plural and cover both genders;
- c. The captions and headings of this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provision, article, or section of this Agreement;
- d. Where applicable, reference to a Party, such as the City or District, shall also include the fire authority or fire department of that entity; and
- e. "Structural fire" as referenced herein includes any habitable and non-habitable structure fires, fires that occur within a residential subdivision or on any private or public land that would not yet be considered wildland fire, vehicular and debris fires, hazmat response, extractions, and any other fire that would otherwise commonly be referred to as a "structural fire." The Parties acknowledge this is a broader definition for "structural fire" than may be customary.

21. Limited Scope/Boundary.

- a. This Agreement is limited to the fire protection services outlined herein and is limited to providing a fire response to wildland and structure fires within the boundaries of the District alone (as permissible and authorized by the District) as depicted in **Exhibit A** and those parcels listed in **Exhibit B**, and further described by the following legal description:

Those portions of Township 42 South, Ranges 3, 4.5, and 5 West; Township 43 South, Ranges 3, 4, 4.5, 5, and 6 West; Township 44 South, Ranges 4, 5, and 6 West; Salt Lake Base and Meridian, more particularly described as-follows:

All of the following sections: Section 36, of said Township 43 South, Range 6 West; Sections 1 and 12, of Township 44 South, Range 5 West; Sections 31, 32, 33, 34, 35, 36, 25, 26, 23, 24, 13, 12, 11, 2, and 1, of Township 43 South, Range 5 West; Sections 36, 35, 34, 33, 28, 27, 26, 25, 23, 22, 15, 14, 10, and 11, of Township 42 South, Range 5 West; Sections 6, 5, 4, 3, 2, 1, 12, 10, 9, and 7, of Township 44 South, Range 5 West; Sections 31, 32, 33, 27, 28, 29, 30, 19, 20, 21, 22, 17, 18, and 5, of Township 43 South, Range 4.5 West; Sections 32 and 31, of Township 42 South, Range 4.5 West; Sections 2 and 3, of Township 44 South, Range 4 West; Sections 36, 35, 34, 32, 31, 30, 29, 20, and 19, of Township 43 South, Range 4 West, all being located in the Salt Lake Base and Meridian.

EXCEPT therefrom all Bureau of Land Management and Grand Staircase-Escalante National Monument lands.

- b. No duty or obligation shall be established beyond the scope of services outlined in this Agreement nor beyond the boundaries of the District. Outside of new residential or commercial growth within the District boundaries, the addition of fire protection services beyond the scope of this Agreement or the annexation of one or more properties to the District shall require further written agreement or written amendment to this Agreement before such fire protection services shall be rendered or obligated.
- c. The boundaries of the District and the areas and parcels to which fire protection services are delegated, authorized, or otherwise to be covered may be further limited, based upon the District's enactment documents approved by the Office of the Lieutenant Governor for the State of Utah. If the legal description, parcels, or map of the approved enactment document is more restrictive, those enactment documents depicting the boundaries of the District shall supersede the legal description contained herein and Exhibits A and B.
- d. The primary purpose of this Agreement is to provide fire protection services within the District area. It does not specifically provide for fire prevention or mitigation services by the City. However, fire prevention and mitigation services are an important element in ensuring the health and safety of the District's residents and their property. The City will provide input and, from time to time, may, at its discretion, offer assistance in fire prevention and mitigation, subject to available time and resources. The District may, on its own or through a third party, undertake prevention and mitigation efforts and is encouraged to do so in the event the City's time and resources are insufficient.
- e. Nothing in this Agreement shall be construed as either limiting or extending the lawful jurisdiction of either Party hereto other than as expressly set forth herein.

22. Default. Failure by a Party to perform any of the Party's obligations under this Agreement within a thirty (30) day period (the "Cure Period") after written notice thereof from the other Party shall constitute a default ("Default") by such failing Party under this Agreement; provided, however, that if the failure cannot reasonably be cured within thirty (30) days, the Cure Period shall be extended for the time period reasonably required to cure such failure so long as the failing Party commences its efforts to cure within the initial thirty (30) day period and thereafter diligently proceeds to complete the cure. Said notice shall specify the nature of the alleged Default and the manner in which said Default may be satisfactorily cured, if possible. Upon the occurrence of an uncured Default under this Agreement, the non-defaulting Party may institute legal proceedings to enforce the terms of this Agreement or may terminate this

Agreement. If the Default is cured, then no Default shall exist and the noticing Party shall take no further action. In any legal proceedings, the Parties shall bear their own costs.

23. Waiver. No waiver of any provision of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding on the City or the District unless executed in writing by the waiving Party.

24. Execution in Counterparts. This Agreement may be executed in counterpart originals, all such counterparts constituting one complete executed document.

25. Authorization. By signature below, the following individuals certify that they are authorized to act on behalf of their respective Parties to give effect to this Agreement.

[Signatures on the following page(s).]

[Signature]

[Signature]

[Signature]

THE PARTIES HERETO have executed this Agreement.

KANAB CITY

Approved as to form:

Colin Johnston

Troy Colten Johnson
MAYOR

Dated: June 10, 2025

Wt A. B. C.

Kent A. Burggraaf
CITY ATTORNEY

Dated: June 10, 2025

VERMILLION CLIFFS SPECIAL SERVICE DISTRICT

Approved as to form:

Its: _____
Dated: _____, 2025

SSD ATTORNEY
Dated: _____, 2025

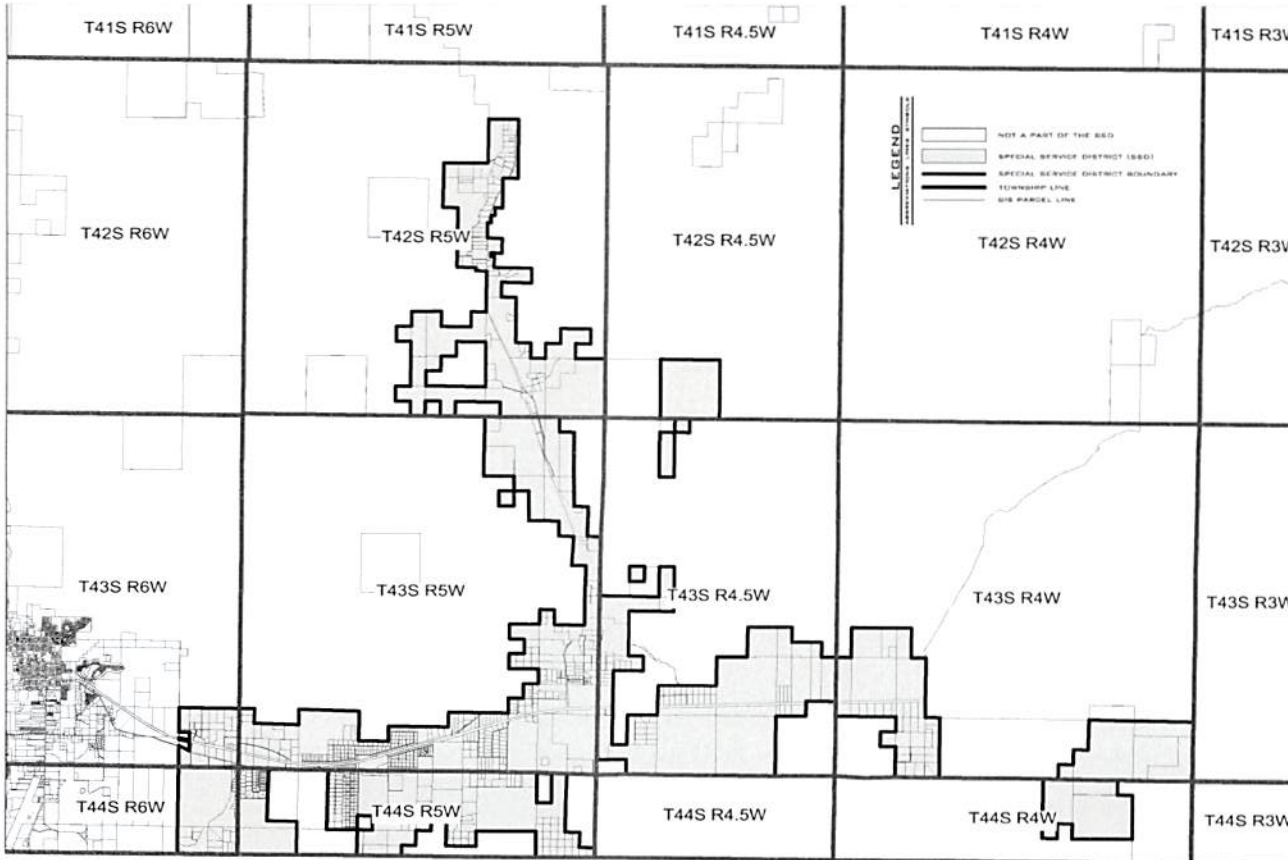
[Exhibits A and B attached hereafter]

EXHIBIT A



VERMILION SPECIAL SERVICE DISTRICT

WITHIN TOWNSHIP 42 SOUTH, RANGES 4.5, 5, 6, AND 7 WEST; TOWNSHIP 43 SOUTH, RANGES 4, 4.5, 5, 6, AND 7 WEST; TOWNSHIP 44 SOUTH, RANGES 4, 5, 6, AND 7 WEST; SALT LAKE BASE AND MERIDIAN KANE COUNTY, UTAH



LEGAL DESCRIPTION

THOSE PORTIONS OF TOWNSHIP 42 SOUTH, RANGES 4.5, 5, 6, AND 7 WEST; TOWNSHIP 43 SOUTH, RANGES 4, 4.5, 5, 6, AND 7 WEST; TOWNSHIP 44 SOUTH, RANGES 4, 5, 6, AND 7 WEST; SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF THE FOLLOWING SECTIONS:

SECTIONS 31 AND 32, OF TOWNSHIP 42 SOUTH, RANGE 4.5 WEST;

SECTIONS 10, 11, 14, 15, 22, 23, 25, 26, 27, 28, 33, 34, 35, AND 36, OF TOWNSHIP 42 SOUTH, RANGE 5 WEST;

SECTIONS 9, 16, 17, 19, 20, 21, 28, 29, 30, 31, AND 32, OF TOWNSHIP 42 SOUTH, RANGE 6 WEST;

SECTIONS 25, 26, AND 36, OF TOWNSHIP 42 SOUTH, RANGE 7 WEST;

SECTIONS 19, 20, 29, 30, 31, 32, 34, 35, AND 36, OF TOWNSHIP 43 SOUTH, RANGE 4 WEST;

SECTIONS 5, 17, 18, 19, 20, 21, 22, 27, 28, 29, 30, 31, 32, AND 33, OF TOWNSHIP 43 SOUTH, RANGE 4.5 WEST;

SECTIONS 1, 2, 11, 12, 13, 23, 24, 25, 26, 31, 32, 33, 34, 35, AND 36, OF TOWNSHIP 43 SOUTH, RANGE 5 WEST;

SECTIONS 5, 6, 9, 10, 20, 21, 29, 30, AND 36, OF TOWNSHIP 43 SOUTH, RANGE 6 WEST;

SECTIONS 1, 2, 4, 9, 10, 11, 12, 16, AND 36, OF TOWNSHIP 43 SOUTH, RANGE 7 WEST;

SECTIONS 2 AND 3, OF TOWNSHIP 44 SOUTH, RANGE 4 WEST;

SECTIONS 1, 2, 3, 4, 5, 6, 7, 9, 10, AND 12, OF TOWNSHIP 44 SOUTH, RANGE 5 WEST;

SECTIONS 1, 7, AND 12, OF TOWNSHIP 44 SOUTH, RANGE 6 WEST;

SECTIONS 1, 2, 3, 10, 11, AND 12, OF TOWNSHIP 44 SOUTH, RANGE 7 WEST; ALL BEING LOCATED IN THE SALT LAKE BASE AND MERIDIAN.

EXCEPTING THEREFROM ALL LAND WITHIN THE KANE CITY LIMITS, UTAH DEPARTMENT OF TRANSPORTATION'S RIGHT OF WAY OF US HIGHWAY 89, BUREAU OF LAND MANAGEMENT, AND GRAND STAIRCASE-ESCALANTE NATIONAL MONUMENT LANDS.

EXCEPTING THEREFROM KANE COUNTY PARCELS 4-5-5-2 AND 4-5-6-1 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 4-5-5-2
A PARCEL OF LAND, SITUATE IN SECTION 6, AND IN THE WEST HALF OF SECTION 5, TOWNSHIP 44 SOUTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS LOCATED SOUTH 0°4'58" WEST 40.00 FEET ALONG THE MEASURED SECTION LINE FROM THE FOUND ROAD RAIL AND WADDER, STAMPED PLS 5551917, AT THE NORTHWEST CORNER OF SECTION 5, TOWNSHIP 44 SOUTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN, THENCE SOUTH 89°23'33" EAST 225.55 FEET, RUNNING PARALLEL WITH AND 40.00 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE MEASURED SECTION LINE, THENCE SOUTH 0°4'51" WEST 526.10 FEET, RUNNING PARALLEL WITH AND 40.92 FEET PERPENDICULARLY DISTANT WESTERLY FROM THE MEASURED 1/4 SECTION LINE, THENCE NORTH 88°03'26" WEST 3198.03 FEET, RUNNING PARALLEL WITH AND 30.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM THE MEASURED SECTION LINE, THENCE NORTH 0°48'25" EAST 661.77 FEET, RUNNING PARALLEL WITH AND 30.00 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE MEASURED SECTION LINE, THENCE NORTH 89°09'03" WEST 2391.24 FEET, THENCE NORTH 0°55'06" EAST 1952.85 FEET, RUNNING PARALLEL WITH AND 278.25 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE MEASURED 1/4 SECTION LINE, TO THE EAST-WEST 1/4 SECTION LINE, THENCE NORTH 0°55'03" EAST 2594.13 FEET, RUNNING PARALLEL WITH AND 278.25 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE MEASURED 1/4 SECTION LINE, THENCE SOUTH 89°06'17" EAST 2353.64 FEET, RUNNING PARALLEL WITH AND 40.00 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE MEASURED SECTION LINE, TO THE POINT OF BEGINNING. PARCEL CONTAINS: 25,349.405 SQUARE FEET OR 513.07 ACRES.

PARCEL 4-5-6-1
A PARCEL OF LAND, SITUATE IN SECTION 6, AND IN THE WEST 1/2 OF SECTION 5, TOWNSHIP 44 SOUTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE FOUND 3" ALUMINUM TALLOT LAND SURVEYORS MONUMENT, STAMPED RLS 165634, DATED 1997, AT THE SOUTH 1/4 CORNER OF SECTION 5, TOWNSHIP 44 SOUTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING, THENCE NORTH 88°03'26" WEST 2633.05 FEET ALONG THE MEASURED SECTION LINE, FOLLOWING MORE OR LESS AN EXISTING FENCE LINE TO THE FOUND 3" ALUMINUM TALLOT LAND SURVEYORS MONUMENT, STAMPED RLS 165634, DATED 2007, AT THE CORNER OF SECTION 5, 6, 7, AND 8, THENCE NORTH 0°40'25" EAST 661.17 FEET ALONG THE MEASURED SECTION LINE, TO THE SOUTHWEST 1/4 CORNER OF SECTION 5 AND 6, THENCE NORTH 89°09'03" WEST 2639.55 FEET ALONG THE 64TH SECTION LINE, TO THE CENTER-SOUTH-SOUTH-EAST CORNER OF SECTION 6, THENCE NORTH 0°55'06" EAST 1952.87 FEET ALONG THE MEASURED 1/4 SECTION LINE TO A FOUND 5/8" REBAR AND CAP, STAMPED FROM ROCK PLS 5551917, THENCE NORTH 89°03'40" WEST 2438.63 FEET, RUNNING PARALLEL WITH AND 16.50 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE MEASURED 1/4 SECTION LINE TO ANOTHER FOUND REBAR AND IRON ROCK CAP, THENCE SOUTH 34°55'44" WEST 291.92 FEET TO ANOTHER FOUND REBAR AND IRON ROCK CAP, LYING ON THE SECTION LINE, THENCE NORTH 0°30'59" EAST 358.55 FEET ALONG THE SECTION LINE TO ANOTHER FOUND REBAR AND IRON ROCK CAP AT THE WEST 1/4 CORNER OF SECTION 6, THENCE SOUTH 89°03'40" EAST 2403.94 FEET ALONG THE MEASURED 1/4 SECTION LINE AND THE SOUTH LINE OF THE CRIMSON ESTATES SUBDIVISION, PHASES 1, 2, AND 3, TO THE FOUND 3" ALUMINUM ALPHA ENGINEERING MONUMENT, STAMPED RLS 174919, WITH NO DATE, AT THE CENTER 1/4 CORNER OF SECTION 6, THENCE NORTH 0°55'03" EAST 2594.43 FEET ALONG THE MEASURED 1/4 SECTION LINE AND THE EAST LINE OF THE CRIMSON ESTATES SUBDIVISION, PHASE 3, TO A POINT LOCATED 40.00 FEET SOUTH ALONG THE 1/4 SECTION LINE FROM THE FOUND 5/8" REBAR AND IRON ROCK CAP AT THE NORTH 1/4 CORNER OF SECTION 6, THENCE SOUTH 89°06'17" EAST 278.25 FEET RUNNING PARALLEL WITH AND 40.00 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE MEASURED SECTION LINE, THENCE SOUTH 0°55'03" WEST 2594.13 FEET RUNNING PARALLEL WITH AND 278.25 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE MEASURED 1/4 SECTION LINE, TO THE EAST-WEST 1/4 SECTION LINE, THENCE SOUTH 0°55'06" WEST 1952.85 FEET RUNNING PARALLEL WITH AND 278.25 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE MEASURED QUARTER SECTION LINE, THENCE NORTH 88°03'26" EAST 3198.03 FEET, RUNNING PARALLEL WITH AND 30.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM THE MEASURED SECTION LINE, THENCE NORTH 0°48'25" WEST 661.77 FEET, RUNNING PARALLEL WITH AND 30.00 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE MEASURED SECTION LINE, THENCE SOUTH 88°03'26" EAST 2198.03 FEET, RUNNING PARALLEL WITH AND 30.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM THE MEASURED SECTION LINE, THENCE NORTH 0°47'51" EAST 526.10 FEET, RUNNING PARALLEL WITH AND 40.92 FEET PERPENDICULARLY DISTANT WESTERLY FROM THE MEASURED 1/4 SECTION LINE, THENCE SOUTH 89°23'33" EAST 404.92 FEET, RUNNING PARALLEL WITH AND 40.00 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE MEASURED SECTION LINE, TO A POINT ON THE MEASURED 1/4 SECTION LINE, LOCATED SOUTH 0°47'51" WEST 40.00 FEET ALONG THE 1/4 SECTION LINE FROM A FOUND 5/8" REBAR AND IRON ROCK CAP AT THE NORTH 1/4 CORNER OF SECTION 5, THENCE SOUTH 0°47'51" WEST 526.10 FEET ALONG THE MEASURED 1/4 SECTION LINE TO THE POINT OF BEGINNING. PARCEL CONTAINS: 2,638.081 SQUARE FEET, OR 60.29 AC.

LESS ANY PORTION WITHIN THE NORTH 40.00 FEET OF SECTION 5, TOWNSHIP 44 SOUTH, RANGE 5 WEST.

SURVEY NARRATIVE

THE PURPOSE OF THIS PLAN IS TO SHOW THE BOUNDARIES OF THE VERMILION SPECIAL SERVICE DISTRICT (SSD). THIS PLAN WAS REQUESTED BY KANE COUNTY. THE BOUNDARY OF THIS SSD WAS NOT PHYSICALLY LOCATED ON THE GROUND AS REQUESTED BY KANE COUNTY. THEREFORE, I GIVE NO MAIN OF BEARINGS FOR THIS PLAN AND NO PHYSICAL CORNERS WERE SET. ALL SHOWN DATA IS DERIVED FROM GIS DATA FROM KANE COUNTY GIS AND THE UTAH GEOSPATIAL RESOURCE CENTER (UGRC) PROJECTED ON THE UTAH COORDINATE SYSTEM 1983 SOUTH ZONE, US SURVEY FEET.



SURVEYOR'S CERTIFICATE

I, MICHAEL J. STEWART, A PROFESSIONAL LAND SURVEYOR, LICENSE NUMBER 12480028, HOLD THIS LICENSE IN ACCORDANCE WITH TITLE 50, CHAPTER 25, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT AND HAVE COMPLETED THIS PLAN OF THE VERMILION SPECIAL SERVICE DISTRICT DESCRIBED HEREON BY THE AUTHORITY OF THE KANE COUNTY COMMISSIONERS.

FOR REVIEW ONLY

MICHAEL J. STEWART (UT L.S. 12480028)

DATE

COUNTY COMMISSION APPROVAL

On this _____ day of _____, 20____, the KANE COUNTY COMMISSION, having reviewed the above plan and having found that it complies with the requirements of KANE COUNTY, and by authority of said commission, HEREBY APPROVE SAID PLAN FOR RECORDING.

ATTEST:
KANE COUNTY CLERK
Chairman of the County Commission
KANE COUNTY, UT

CERTIFICATE OF RECORDING

I, KANE COUNTY, (IF _____) COUNTY RECORDER OF KANE COUNTY, (IF _____) HEREBY DECLARE THAT THE ABOVE SPECIAL SERVICE PLAN WAS FILED FOR RECORDING IN MY OFFICE ON THIS _____ DAY OF _____, 20____.

BOOK _____ PAGE _____ FEE _____
ENTERED _____ TIME _____
RECORDED AT THE REQUEST OF _____
KANE COUNTY RECORDER

REV.	DATE	DESCRIPTION
DRAWN BY:	HJB	
REV.	DATE	DESCRIPTION

SHEET
1 OF 9

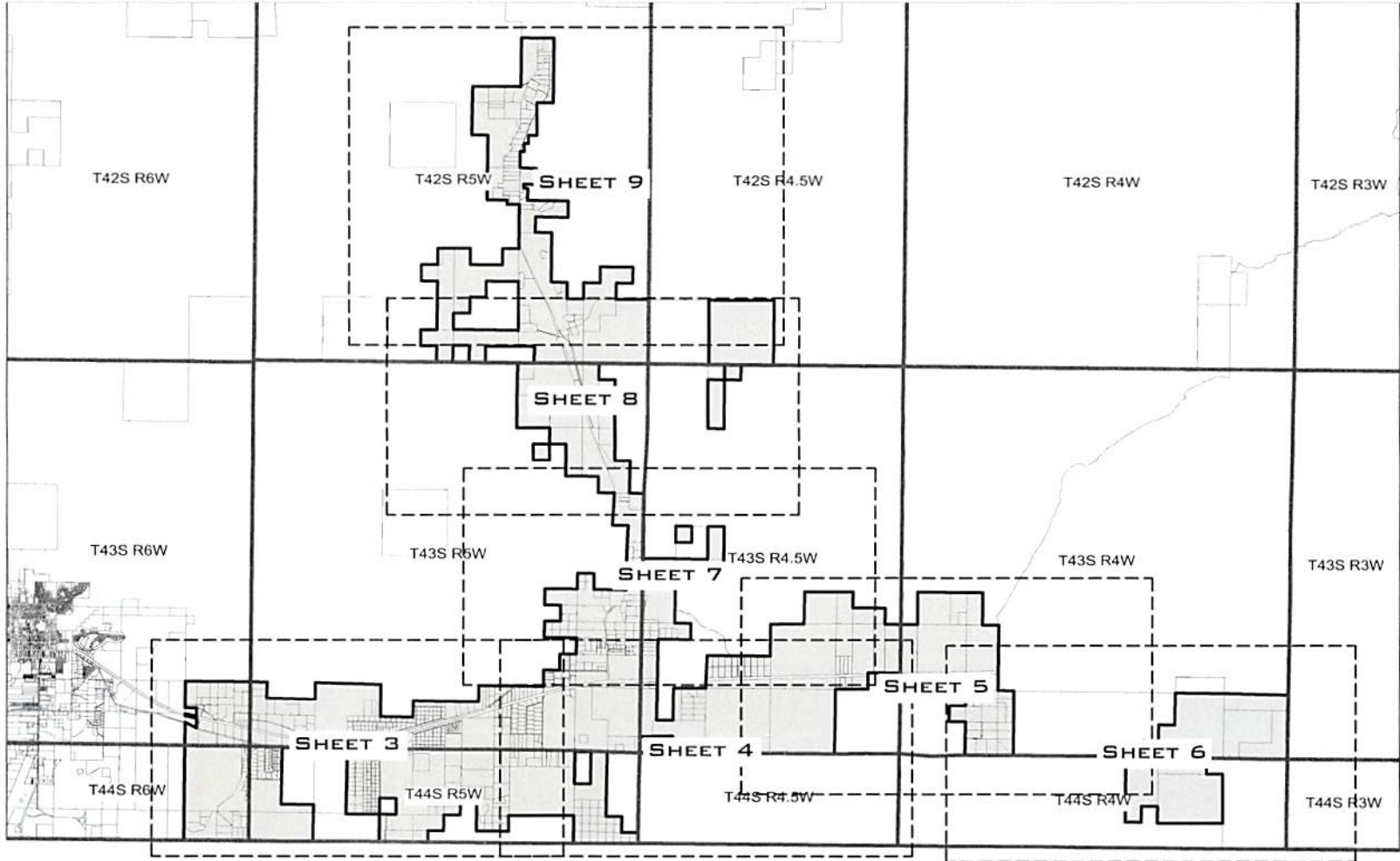


LEGEND
SPECIAL SERVICE DISTRICT BOUNDARY

- NOT A PART OF THE SSD
- SPECIAL SERVICE DISTRICT (SSD)
- SPECIAL SERVICE DISTRICT BOUNDARY
- TOWNSHIP LINE
- GIS PARCEL LINE

VERMILION SPECIAL SERVICE DISTRICT KANE COUNTY, UTAH

SHEET INDEX



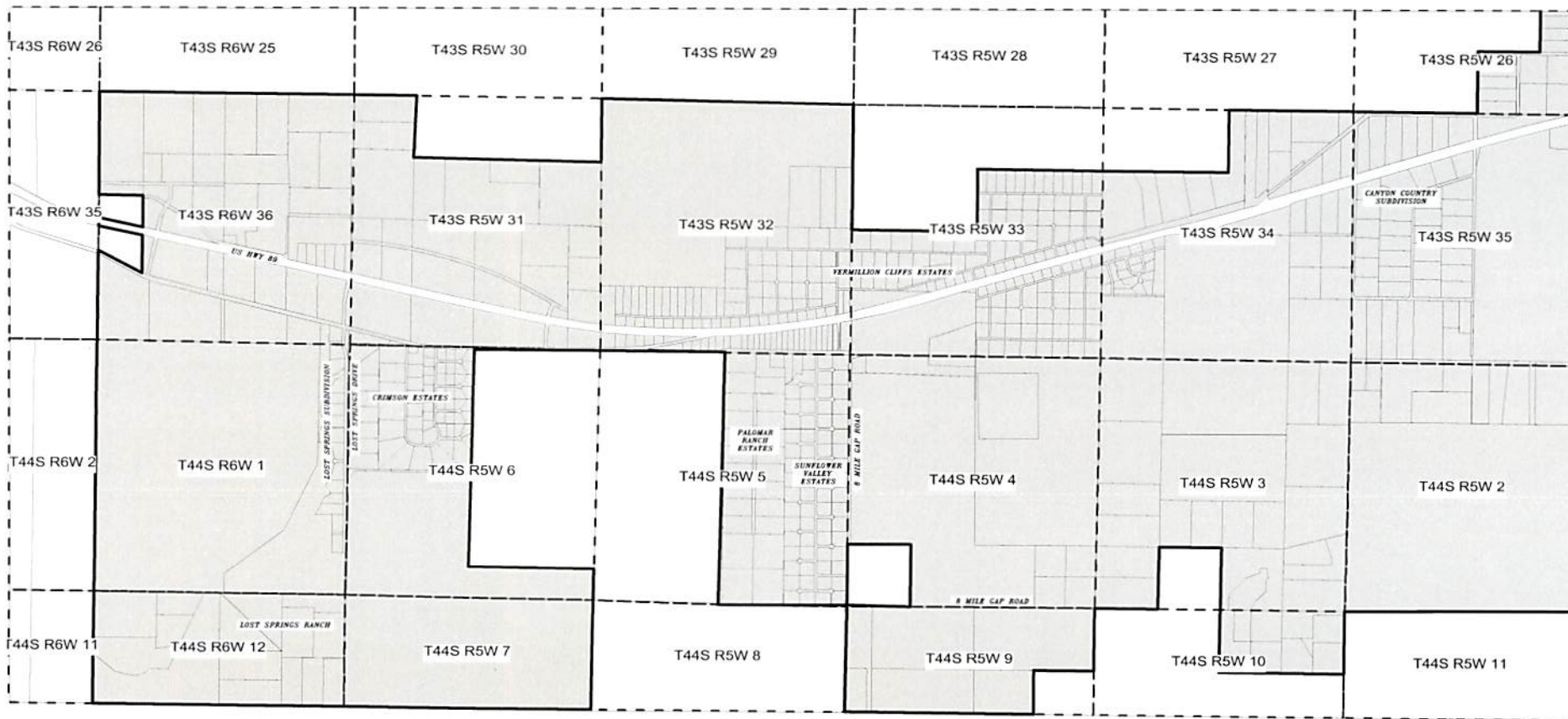


LEGEND

- NOT A PART OF THE SSD
- SPECIAL SERVICE DISTRICT (SSD)
- SPECIAL SERVICE DISTRICT BOUNDARY
- SECTION LINE
- DIS PARCEL LINE

VERMILION SPECIAL SERVICE DISTRICT KANE COUNTY, UTAH

RED SANDS
GEOMATICS
LAND SURVEYING · LIDAR · GIS
PERSONALIZED PROFESSIONAL SOLUTIONS
202 E. 200 S. KANAB, UTAH 84903
849.850.0000



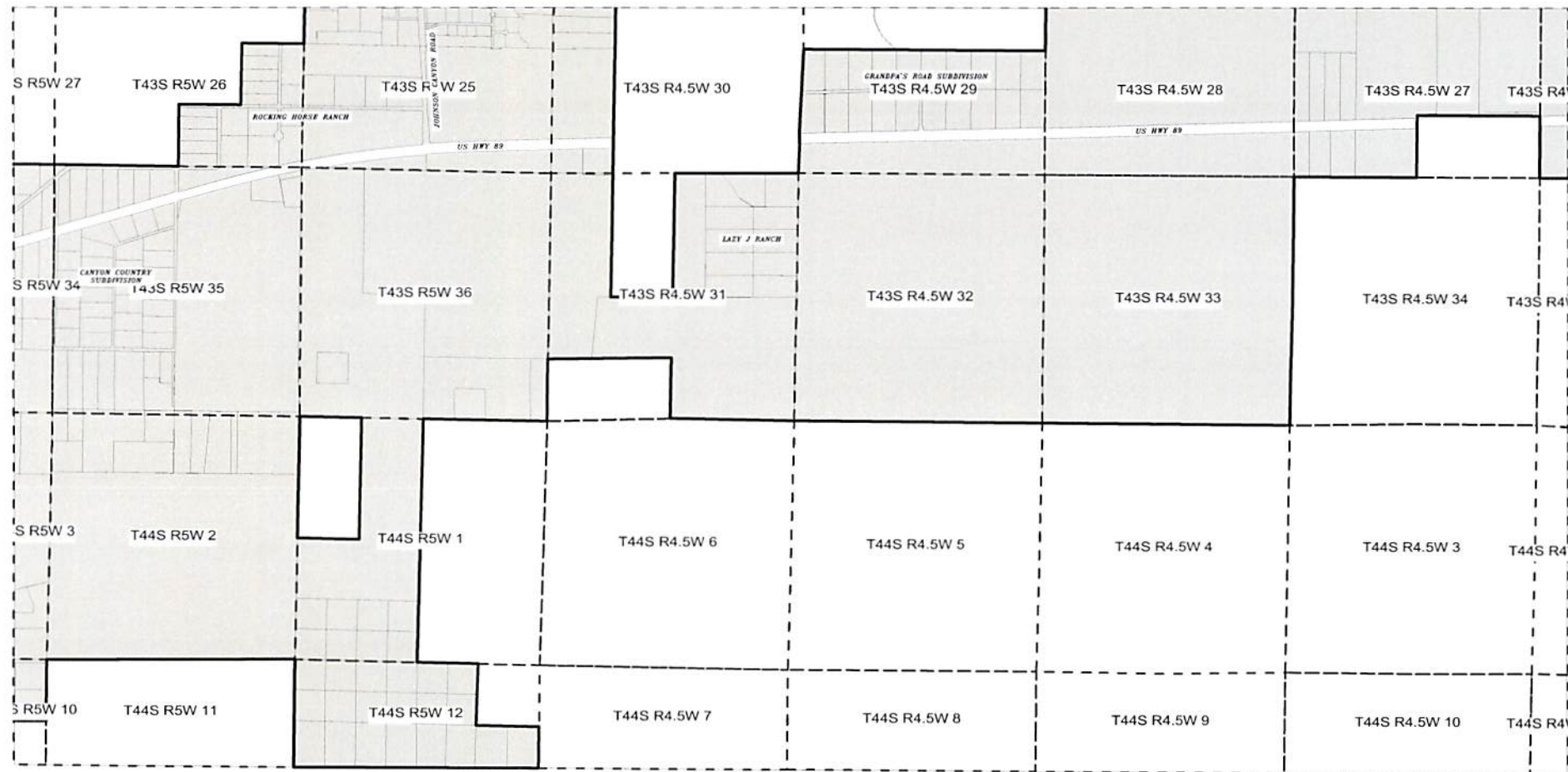


LEGEND

- NOT A PART OF THE SSG
- SPECIAL SERVICE DISTRICT (SSD)
- SPECIAL SERVICE DISTRICT BOUNDARY
- SECTION LINE
- OWNER PARCEL LINE

VERMILION SPECIAL SERVICE DISTRICT KANE COUNTY, UTAH

RED SANDS
GEOMATICS
LAND SURVEYING, LIDAR & GIS
PERSONALIZED PROFESSIONAL SOLUTIONS
262 E 200 S KANAB, UTAH REDSANDSGEOMATICS.COM

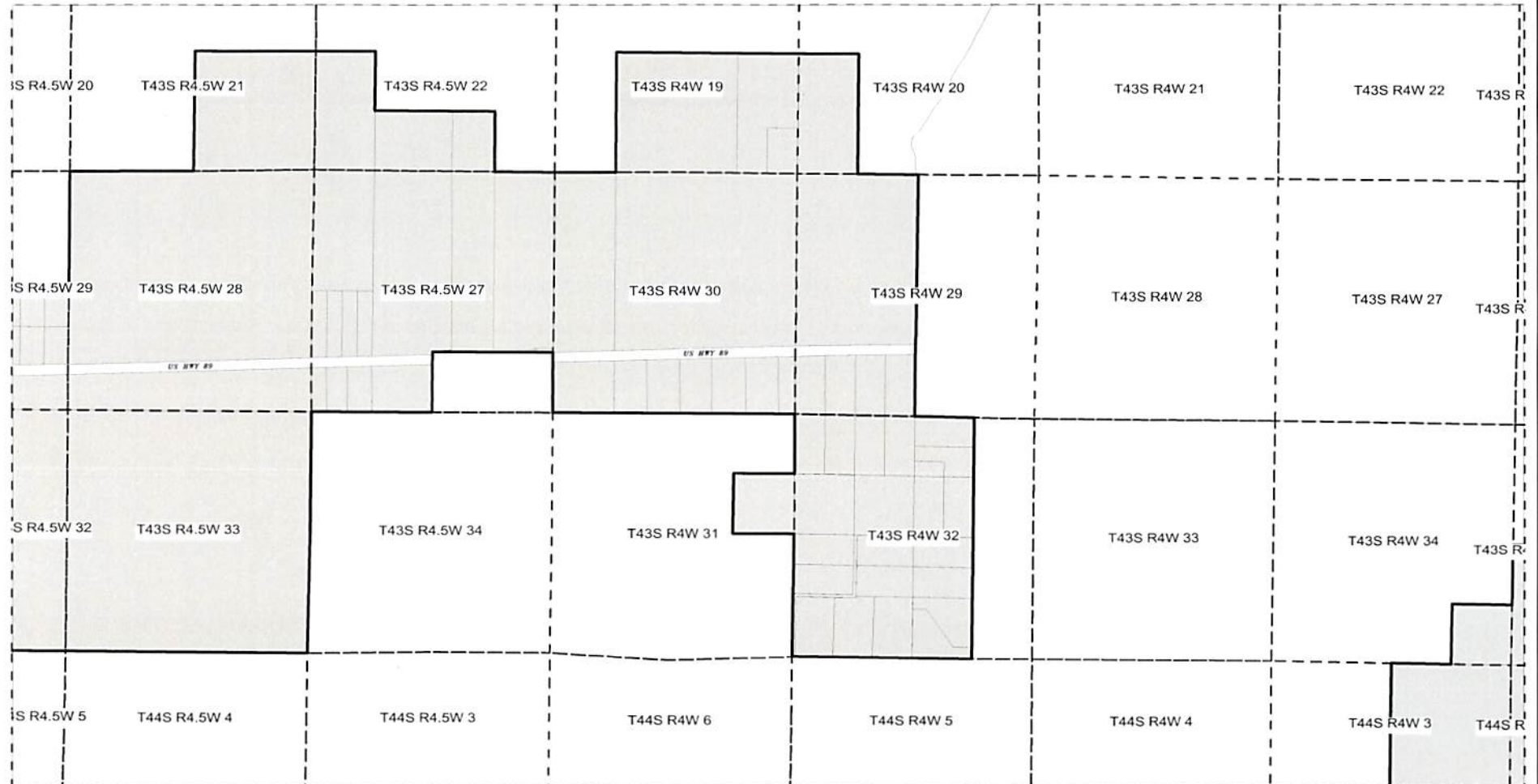




LEGEND
SPECIAL SERVICE DISTRICT BOUNDARY

- NOT A PART OF THE SMD
- SPECIAL SERVICE DISTRICT (SSDI)
- SPECIAL SERVICE DISTRICT BOUNDARY
- SECTION LINE
- SSD PARCEL LINE

VERMILION SPECIAL SERVICE DISTRICT KANE COUNTY, UTAH



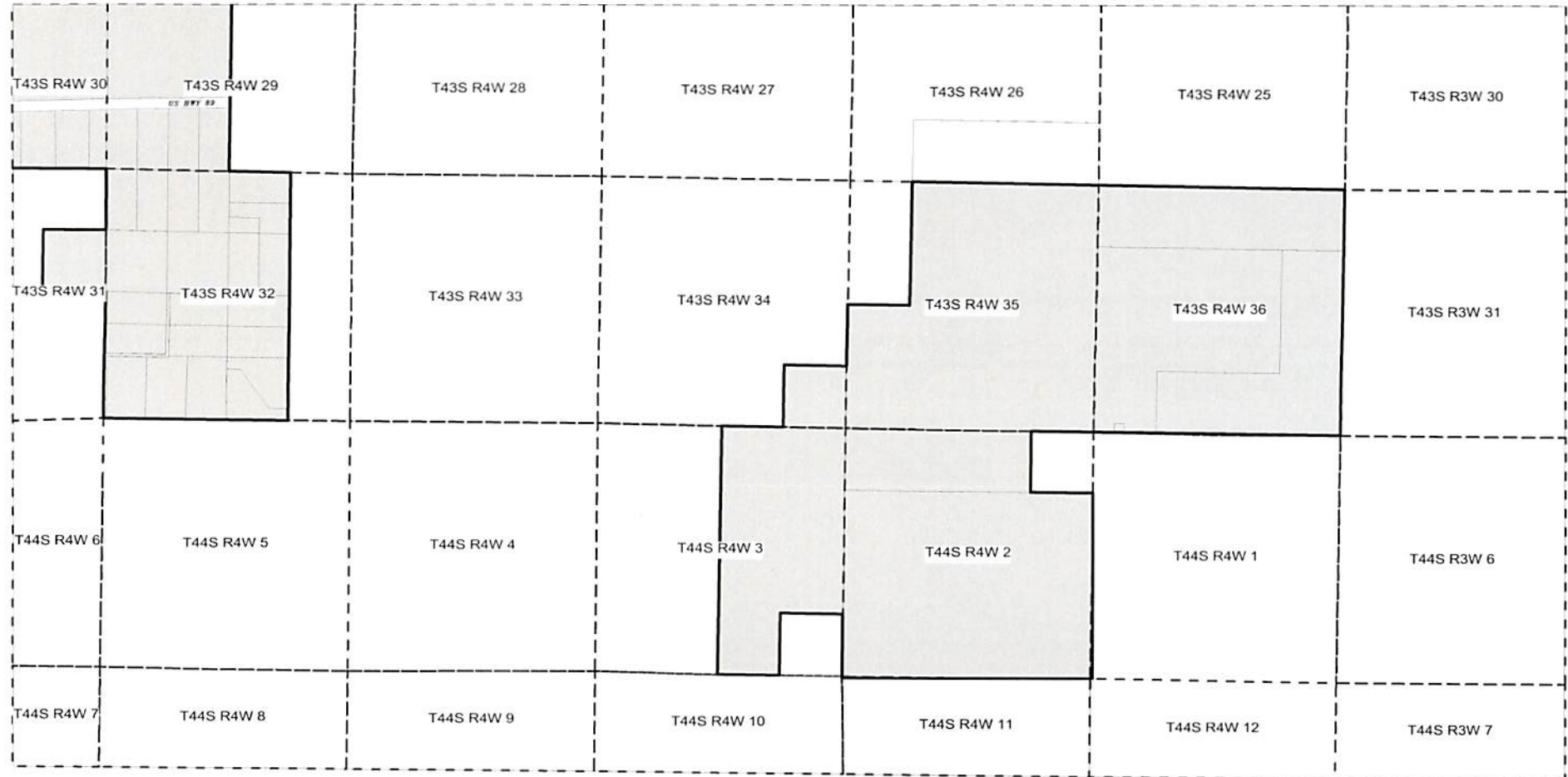


LEGEND

- NOT A PART OF THE S&D
- SPECIAL SERVICE DISTRICT (SSD)
- SPECIAL SERVICE DISTRICT BOUNDARY
- SECTION LINE
- GIS PARCEL LINE

VERMILION SPECIAL SERVICE DISTRICT KANE COUNTY, UTAH

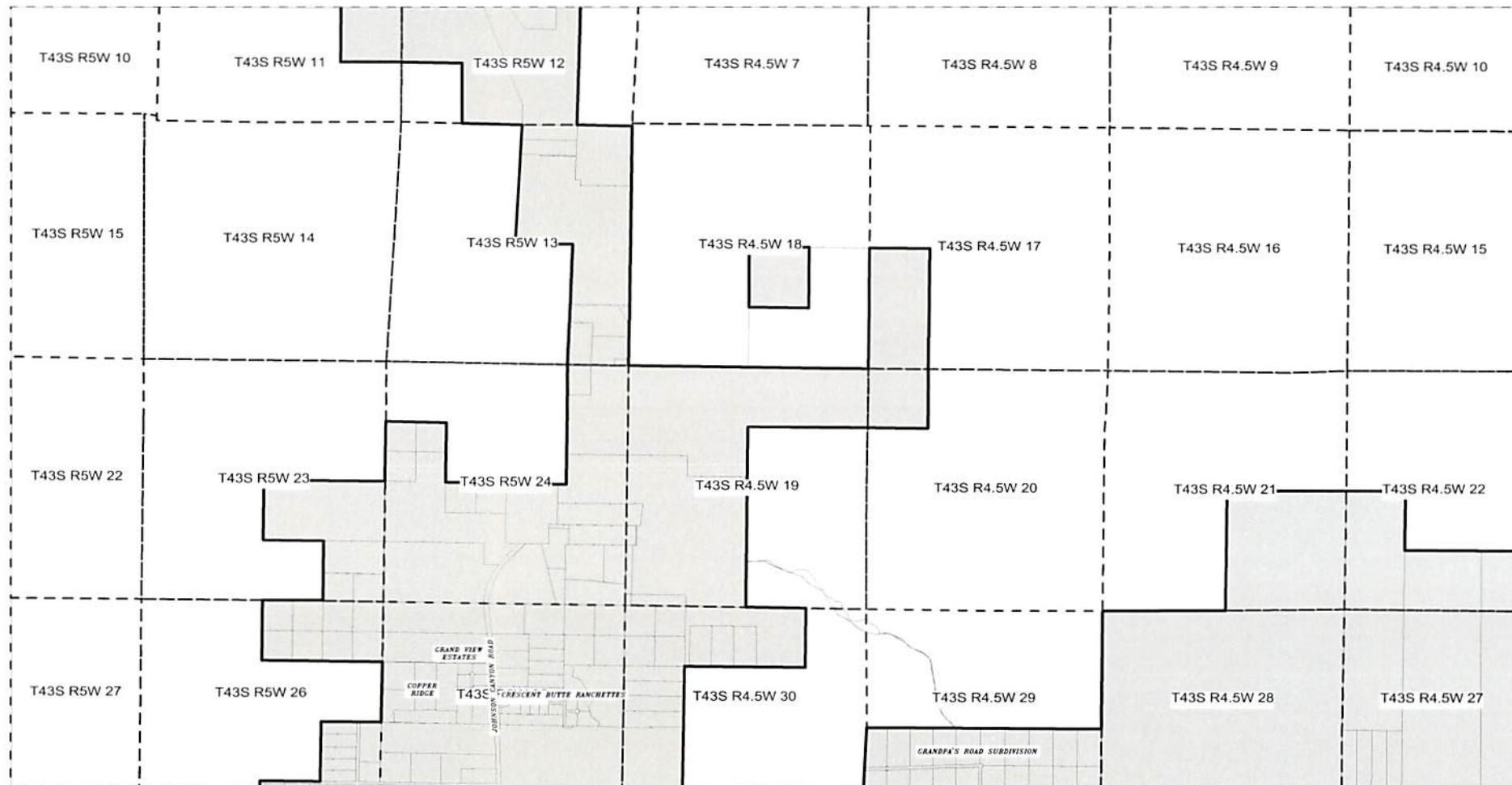
RED SANDS
GEOMATICS
LAND SURVEYING, LIDAR, & GIS
PERSONALIZED PROFESSIONAL SOLUTIONS
262 E 200 S KANAB, UTAH REDSANDSGEOMATICS.COM





LEGEND
NOT A PART OF THE RSD
SPECIAL SERVICE DISTRICT (SSD)
SECTION LINE
OUR PARCEL LINE

VERMILION SPECIAL SERVICE DISTRICT KANE COUNTY, UTAH

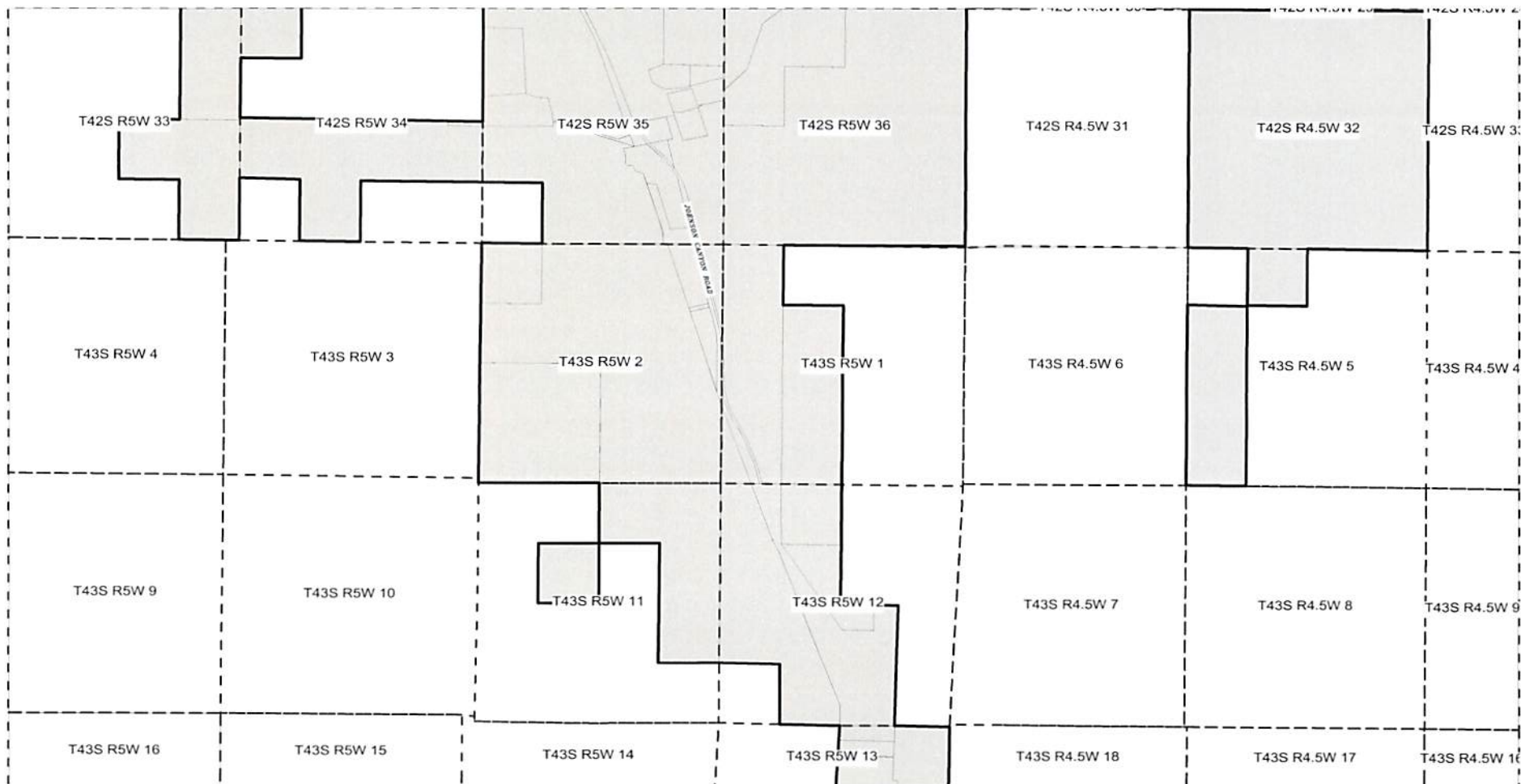




LEGEND

- NOT A PART OF THE SSD
- SPECIAL SERVICE DISTRICT (SSD)
- SPECIAL SERVICE DISTRICT BOUNDARY
- SECTION LINE
- DIS PARCEL LINE

VERMILION SPECIAL SERVICE DISTRICT KANE COUNTY, UTAH





LEGEND

- NOT A PART OF THE SSD
- SPECIAL SERVICE DISTRICT (SSD)
- SPECIAL SERVICE DISTRICT BOUNDARY
- SECTION LINE
- 60% PARCEL LINE

VERMILION SPECIAL SERVICE DISTRICT KANE COUNTY, UTAH

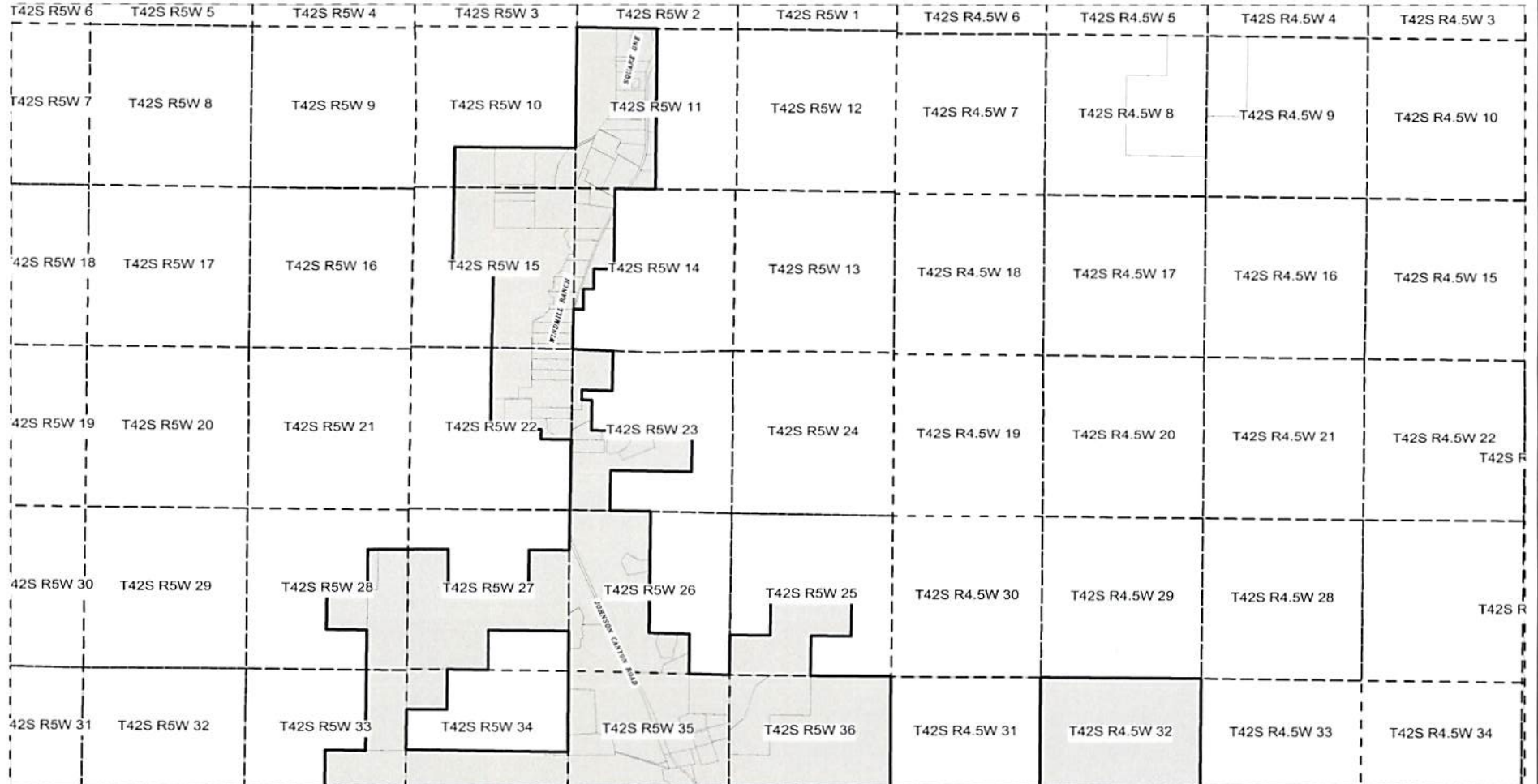


EXHIBIT B

ITEM #2

Set Public Hearing Date for Fee
Implementation