

KANE COUNTY – VERMILLION CLIFFS FIRE DISTRICT INTERLOCAL AGREEMENT FOR ADMINISTRATIVE BILLING SERVICES

THIS AGREEMENT is made effective the 3rd day of September, 2025, by and between Kane County, a political subdivision of the State of Utah, specifically the Kane County Treasurer ("County") and the **Vermillion Cliffs Fire** ("District"), with County and District collectively referred to as the "Parties."

RECITALS

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, (the "Act") permits local governmental units including special service districts, special districts and counties to make the most efficient use of their powers by enabling them to cooperate with other public agencies on the basis of mutual advantage and to create a legal entity to more efficiently provide governmental facilities, services and improvements to the general public; and

WHEREAS, all parties are public agencies within the meaning of the Act; and

WHEREAS, pursuant to §11-13-202 of the Act, the parties are empowered to engage in joint or cooperative action; provide services that they are each authorized by statute to provide; to exchange services that they are each authorized by statute to provide; or to do anything else that they are each authorized by statute to do; and

WHEREAS, this agreement does not: include an out-of-state public agency as a party; provide for either public agency to acquire or construct any new facility or improvement to real property; provide for the acquisition or transfer of title to any real property by either party; require either party to issue bonds; create an interlocal entity; and

WHEREAS, the County, through the Kane County Treasurer, has the ability to provide effective and efficient billing services to property owners in the County with personnel who are adequately trained with expertise in a variety of areas; and

WHEREAS the District desires to benefit from the billing services of the County for fees as set by the Kane County Commission; and

WHEREAS, the Parties desire to set forth their duties and obligations under this agreement in writing; and

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the adequacy of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. No Interlocal Entity Created. This agreement shall not create an Interlocal Entity within the meaning of the Act. The Kane County Treasurer shall act as Administrator of this agreement.
2. Duration. This Agreement shall begin as of the date first set forth above and shall continue for an initial term of four (4) years ending December 31, 2029. This Agreement will extend automatically for additional four (4) year periods upon the same terms and conditions herein provided, unless either party provides written notice of termination as set forth in paragraph 3 below. In any event, this agreement shall not extend past fifty (50) years.
3. Termination. This Agreement may be terminated at the renewal date as set forth in Section 2 if the District or County provides written notice to the other party at least thirty (30) days prior to renewal. This Agreement may also be terminated at any time with written notice to the other party ninety (90) days in advance of the termination.
4. Compensation. The District will pay fees to County in accordance with the fees schedule established annually by the Kane County Commission.
5. Kane County Treasurer Billing and Collecting Services. The County shall provide billing and collecting services. As part of these services the County Treasurer shall:
 - a. Set up accounts for the properties included in the boundaries of the District in the County Treasurer tax collection software;
 - b. Act as the billing and collecting agent for fees imposed by the District;
 - c. Provide assistance in gathering owner and parcel information of those properties located within the boundaries of the district;
 - d. Provide assistance in updating and maintaining owner and parcel information annually prior to a tax notice being processed;
 - e. Provide the necessary guidelines for the District to process requests for payments from the County according to the county financial system requirements;
 - f. Provide a list upon request of paid and unpaid/delinquent District fees;
 - g. Provide annual billing of District delinquent fees on the tax notice as a political subdivision lien through the process outlined in Utah Code §59-2-1317 & 17B-1-902;
 - h. Distribute fees collected and received monthly; and
 - i. Provide, upon request only, a receipt of payment to property owners within the District.

6. District Obligations.

- a. The District shall by resolution state all fees are due and payable not later than, of current property tax billing year, late fees, penalties and interest begin to accrue on delinquent District fees in the same manner and on the same time that delinquent property taxes would apply; and iii) all property owners in the District will pay District fees to the County Treasurer's Office for collection purposes;
- b. Certify a list of delinquent District fees to the County Treasurer each year;
- c. Pay annual fees by December 1st to the County Treasurer as set forth in Section 4; U.C.A 17D-1-103
- d. Designate an individual from the District for communication with the County Treasurer.

7. Entire Agreement. This document constitutes the entire agreement between the parties pertaining to the subject matter contained in this agreement. Except as provided herein, all prior and contemporaneous contracts, representations, and understandings of the parties, oral or written, are superseded by and merged in this agreement. No supplement, modification or amendment of this Contract shall be binding unless it is reduced to writing and executed by both parties.

8. Severability. If any section, clause, sentence or portion of this agreement is declared for any reason to be invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed to continue in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

9. Liability and Indemnification. Each entity is a governmental entity that holds and retains protections from liability as set forth in the Utah Governmental Immunities Act, under legal principles of sovereign immunity, and under other various state and federal laws. Each entity also holds appropriate levels of insurance for harms arising from their own acts or omissions. Nothing in this agreement shall be construed to limit, alter, or waive any of these protections from liability in any way. Each party is legally responsible for their own acts or omissions under this Agreement and only to the extent that state or federal law places legal responsibility on one of the parties for harm arising from their own acts or omissions. Neither party agrees to indemnify or defend the other party for any harm or damages to third parties arising from acts or omission performed under this agreement.

10. Other. A copy of this agreement shall be kept on file with the District Clerk and the County Clerk. Both parties agree to publish this agreement in accordance with Utah Code § 11-13-219.

SIGNATURES


IN WITNESS WHEREOF, the parties sign the foregoing Interlocal Agreement through appropriate and authorized representatives on the date first noted above.

For the District:

ATTEST:



Gwen Brown
District Board Chair



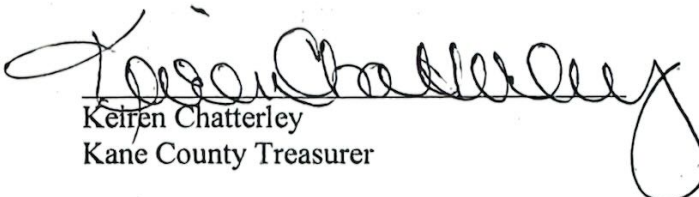
Clayton Cutler
Special Service District Clerk

Approved as to Form and Legal Content:




Celeste Meyers
Commission Chair

For the County:



Keiren Chatterley
Kane County Treasurer

Approved as to Form and Legal Content:



Jeff Stott
Kane County Attorney