



City of Naples

Naples City Council Meeting Agenda
May 25, 2023 - 7:30 p.m.
1420 East 2850 South
Naples, UT 84078

Opening Ceremonies

1. Approval of Agenda
2. Approval of Minutes - May 11, 2023 Regular Council Meeting
3. Any Follow Up Matters from May 11, 2023
4. Approval of Bills
5. Police Officer Recognitions - Chief Simper
6. Care About Childcare Program - Corrin Olson
7. Update on ATV Jamboree - Mike Cook
8. Interlocal Agreement for Legal Services for Civil Matters - Resolution 23-347 - Quinn Bennion
9. Interlocal Agreement for Legal Services for Prosecution Services - Resolution 23-348 - Chief Simper
10. Discussion on Utah League of Cities and Town Annual Dues - Mayor Baker
11. Set Public Hearing Date to Re-open FY 2022/2023 Budget and Receive Input on FY 2023/2024 Budget
12. Other Matters/Future Council Matters
13. Motion to Adjourn

In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the Naples City offices at 789-9090, 1420 East 2850 South, Naples, UT 84078 at least 48 hours in advance of the meeting. Meetings are held at 1420 East 2850 South, Naples, UT.

The undersigned, duly appointed City Recorder, does hereby certify that the above agenda was posted at the Naples City Office, on the City's website <https://naplescityut.gov/> and on the State Public Meeting Notice website <https://utah.gov/pmn> Nikki W. Kay

Naples City Council
May 11, 2023
Minutes

The regularly scheduled meeting of the Naples City Council was held May 11, 2023, 7:30 p.m., at the Naples City Office, 1420 East 2850 South, Naples, Uintah County, Utah.

Council members attending were Dean Baker, Robert Hall Gordon Kitchen, Ross Morton, Dan Olsen and Kenneth Reynolds.

Others attending were Lincoln Woodward, Quinn Bennion, Corey Auger, Brooks Jones, Szeth Simmons, Ryan Cook, Nathan Simper, Micheal Davis and Nikki Kay.

Mayor Dean Baker welcomed everyone and called the meeting to order at 7:30 p.m. Mayor Baker opened the meeting with the pledge of allegiance and Kenneth Reynolds offered the invocation.

Mayor Baker presented the agenda for approval. Dan Olsen **moved** to approve the agenda. Robert Hall **seconded** the motion. The motion passed with all voting aye.

The minutes of the regular city council meeting of April 27, 2023 were presented for approval. Kenneth Reynolds **moved** to approve the minutes. Dan Olsen **seconded** the motion. The motion passed with all in attendance voting in the affirmative.

Mayor Baker asked if anyone had anything they wanted to follow up on from the previous meeting. Councilman Kitchen asked about the letters for the fencing on the 2000 East road project. Micheal Davis stated the letters were sent out and they have received two responses so far. Micheal said the construction company will pave the east side of the road on Tuesday and then will move traffic to the other side.

Nikki Kay presented the bills for payment in the amount of \$23,173.20. Kenneth Reynolds **moved** to approve the bills in the amount of \$23,173.20. Robert Hall **seconded** the motion. The motion passed with the following roll call vote:

***DATE, TIME & PLACE OF
MEETING***

***COUNCIL MEMBERS
ATTENDING***

OTHERS ATTENDING

OPENING CEREMONY

***APPROVAL OF THE
AGENDA***

MINUTES APPROVED

***FOLLOW UP ITEMS FROM
PREVIOUS MEETING***

APPROVAL OF THE BILLS

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Robert Hall	Aye
Dan Olsen	Aye
Ross Morton	Aye
Kenneth Reynolds	Aye
Gordon Kitchen	Aye

Nikki Kay explained that Mr. Weber, with Uintah Basin Treasure Hunt, came in and asked to be placed on the next Council agenda to see if the Council would consider sponsoring their Uintah Basin Treasure Hunt again next year. However, Mr. Weber was not in attendance at the meeting. Councilman Kitchen said, if Mr. Weber contacts the City, he could put together a simple proposal or request and the Council can consider it with their budget discussions. No action was taken.

***REQUEST TO CONSIDER
SPONSORSHIP FOR NEXT
FISCAL YEAR***

Corey Auger, Fire Warden for Uintah and Daggett County, presented the renewal for the Cooperative Agreement with Utah Division of Forestry, Fire and State Lands. Mr. Auger stated that not much has changed between this agreement and the last one the Council signed. He explained this is insurance to the City in case a fire starts in the City and spreads to wildland. Councilman Hall asked if there was any mitigation planned in the City this year as there has been some talk of doing work in The Farm subdivision along the gulch. Mr. Auger said he doesn't think it would be a problem and it could be used for training. Robert Hall **moved** to approve the cooperative agreement with the Division of Forestry, Fire and State Lands. Dan Olsen **seconded** the motion. The motion passed as follows:

***APPROVE COOPERATIVE
AGREEMENT WITH UTAH
DIVISION OF FOREST,
FIRE AND STATE LANDS***

Robert Hall	Aye
Dan Olsen	Aye
Ross Morton	Aye
Kenneth Reynolds	Aye
Gordon Kitchen	Aye

Nikki Kay stated Cliff Grua had asked to be added to the agenda to discuss the roundabout in The Farm subdivision. Mr. Grua was not in attendance at the meeting. Micheal Davis said he had a short conversation with Mr. Grua about the roundabout and what he thought the City might do with it, if they turned control of it over to the City. Mr. Grua wanted someone to maintain it as it currently is and that is why he wanted to have a discussion with the Council. Micheal told Mr. Grua the City would probably cement it or

***DISCUSSION ON
ROUNDAABOUT IN THE
FARM***

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xeroscape it to keep from having to water it. Councilman Kitchen agreed that the City could still have it look nice with xeroscape and that would be his recommendation if it becomes the City's property. Micheal said they can wait to have the discussion if Mr. Grua comes in to make the request. No action was taken on the matter.

Vernal City Manager, Quinn Bennion was at the meeting to discuss the draft interlocal agreement he dropped off at the meeting two weeks ago. The agreement is for shared legal counsel between Vernal City, Naples City, Dutch John and Uintah Special Service District #1 (USSD). Mr. Bennion stated the agreement has received some updates from two weeks ago, as it goes through each entity, and they do not have a final copy yet. Mr. Bennion stated the calculation for what the City will pay up front will be 70% of what was spent last year in legal fees. Councilman Kitchen said he believed the Police Chief was looking to use the County for prosecution. Mr. Bennion said he understands that and believes they can still make it work. He said Vernal City is going to move forward with this and the City is welcome to join if they decide. Micheal created a spreadsheet that he gave to the Council comparing the cost of the bids the City received from two law firms and the cost for legal services if they choose to join with Vernal City. Councilman Hall asked Chief Simper what discussions he has had with the County regarding prosecution services. Chief Simper said the County is already handling their cases and it could be a one-stop-shop for them as they would also provide the victim advocacy that is needed. Council members asked Mr. Bennion if there has been any interest shown for this position. He said they have received two applications so far but he does expect a few more. Mr. Bennion said he appreciated the Council reviewing this. Mayor Baker stated he was not sure the Council was ready to move on it. Councilman Kitchen stated he was ready. He said they have discussed this at previous meetings and his questions have been answered. Councilman Hall asked Mr. Bennion if they would limit the number of entities they allow to take part in this. Mr. Bennion said they would and they could make that part of the agreement that the entities who participate at first would have a say in other entities being able to come in. Councilman Hall said they just don't want too many that whoever was chosen wouldn't be able to serve everyone. Mr. Bennion stated they want this to be successful for everyone. Councilman Hall asked if they would review this annually? Mr. Bennion said the money would be reviewed annually.

***REVIEW AND DISCUSS
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AGREEMENT WITH
VERNAL CITY FOR LEGAL
SERVICES***

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Gordon Kitchen felt it was a good opportunity to work with Vernal City and **moved** to approve the civil portion of the agreement for legal services and join in the interlocal agreement. Dan Olsen **seconded** the motion. The motion passed with the following roll call vote:

Robert Hall	Aye
Dan Olsen	Aye
Ross Morton	Aye
Kenneth Reynolds	Aye
Gordon Kitchen	Aye

Chief Simper updated the Council on prosecution services. He stated the County will provide those services for a flat rate of \$40,000 per year and that will include prosecution, victim advocates, and other services. Chief Simper said they have appreciated the service of the County as this allows them to send all information to one entity. He said they have had really good communication with Jaymon Thomas' office. Chief Simper stated he should have a letter from Mr. Thomas by the first of June outlining any details they might need.

PROSECUTION LEGAL SERVICES

Council members received a copy of the tentative budget for fiscal year 2023/2024. Ross Morton **moved** to adopt the tentative budget. Kenneth Reynolds **seconded** the motion. The motion passed with the following roll call vote:

ADOPT TENTATIVE BUDGET

Gordon Kitchen	Aye
Kenneth Reynolds	Aye
Ross Morton	Aye
Dan Olsen	Aye
Robert Hall	Aye

Micheal updated the Council on the orange cones along the highway near 1500 South. He said those are for the patches of sidewalks they are adding with the Safe Sidewalk grant money. He said Rocky Mtn Power and Strata moved their poles and boxes to allow for those sidewalks and the contractor is working on getting those completed.

OTHER MATTERS OR FUTURE COUNCIL MATTERS

Council members talked about how many more tickets they would need for the Vernal Area Chamber dinner. Micheal was asked to get four more tickets.

With no other business before the Council, Robert Hall **moved** to adjourn the meeting at 8:33. Kenneth Reynolds **seconded** the motion. The meeting was adjourned by all

MOTION TO ADJOURN

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voting in favor of the motion.

APPROVED BY COUNCIL ON THE 25th DAY OF MAY 2023

BY: _____

ATTEST: _____

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Report Criteria:

Invoices with totals above \$0.00 included.

Only unpaid invoices included.

GL Acct No	Vendor	Vendor Name	Description	Invoice Number	Invoice Date	Invoice Amount
10-22250 WORKMENS COMPE	1084	Utah Local Gov't Ins. Trust	Workers Comp	1605678	04/10/2023	519.18
10-22250 WORKMENS COMPE	1084	Utah Local Gov't Ins. Trust	Workers Comp	1606175	05/10/2023	502.42
10-22500 HEALTH INSURANCE	740	Public Employees Health Prog	Health & Dental Insurance	123983356	05/20/2023	17,538.29
10-22500 HEALTH INSURANCE	1084	Utah Local Gov't Ins. Trust	Health Insurance Premium	1605677	04/10/2023	325.33
10-22500 HEALTH INSURANCE	1084	Utah Local Gov't Ins. Trust	Health Insurance Premium	1606174	05/10/2023	307.00
Total :						19,192.22
10-41-610 MISCELLANEOUS EX	1210	Zion's First National Bank	Meals for budget workshop	308966	05/22/2023	123.16
Total LEGISLATIVE:						123.16
10-45-210 BOOKS, SUBSCRIPTI	1110	Utah State Lt. Governor's Office	Entity Registrations	1110-0623BLD	05/15/2023	25.00
10-45-210 BOOKS, SUBSCRIPTI	1110	Utah State Lt. Governor's Office	Entity Registrations	1110-0723NC	05/15/2023	25.00
Total RECORDER:						50.00
10-50-260 GROUNDS EQUIP/S	587	MF Landscape & Construction	Contract Lawn Care	3603	05/15/2023	225.00
10-50-260 GROUNDS EQUIP/S	587	MF Landscape & Construction	Contract Lawn Care	3606	05/01/2023	225.00
10-50-260 GROUNDS EQUIP/S	587	MF Landscape & Construction	Contract Lawn Care	3607	05/07/2023	225.00
10-50-271 UTILITIES - CITY HAL	622	Mt. Olympus Waters	Equipment Rental	102094540512	05/12/2023	21.99
10-50-271 UTILITIES - CITY HAL	1099	Rocky Mountain Power	Monthly Electric Service 6115952	9526-0523WW	05/05/2023	146.93
10-50-271 UTILITIES - CITY HAL	1107	Utah Department of Technology	Email accounts	2310R1230000	04/30/2023	132.24
10-50-271 UTILITIES - CITY HAL	1168	West End Cleaners, Inc.	Traffic rug for offices	54874	05/01/2023	61.60
10-50-273 OLD FIRE STATION -	223	Codale Electric Supply	Flag lights	S8113498.001	05/17/2023	697.09
10-50-720 BUILDINGS/STRUCT	182	Carpets Plus	Carpet Cleaning	9338	05/12/2023	1,050.00
Total GENERAL GOVERNMENT BUILDINGS:						2,784.85
10-51-240 OFFICE SUPPLIES A	1210	Zion's First National Bank	Suction cups, notice holders	113379570532	05/16/2023	38.11
10-51-245 COMPUTER SUPPO	19	AM Computers	Service contract	4641	05/04/2023	150.00
Total SUPPLIES/EQUIPMENT:						188.11

GL Acct No	Vendor	Vendor Name	Description	Invoice Number	Invoice Date	Invoice Amount
10-54-320 DRUG AND ALCOHO	454	Intermountain Toxicology	Drug & Alcohol Screening	8001-85735	02/27/2023	85.00
10-54-320 DRUG AND ALCOHO	454	Intermountain Toxicology	Drug & Alcohol Screening	8001-86356	05/17/2023	55.00
Total POLICE DEPARTMENT:						140.00
10-60-116 SEASONAL LABOR	324	Elwood Staffing Services, Inc.	Sesonal help	3068147	05/10/2023	882.00
10-60-250 EQUIPMENT, MAINT	589	Milt's Merchandise Mart	Broom, shopvac	173919	05/16/2023	193.95
10-60-250 EQUIPMENT, MAINT	589	Milt's Merchandise Mart	Broom, shopvac	173965	05/18/2023	8.01
10-60-250 EQUIPMENT, MAINT	958	Main Street Auto	Trailer Connection #10	187831	05/16/2023	38.39
10-60-251 FUEL & OIL	958	Main Street Auto	Hydraulic oil	186933	05/11/2023	179.98
10-60-261 CRACK SEALER	601	Morcon Specialty, Inc.	Air hose repair	V186985	05/18/2023	11.60
10-60-261 CRACK SEALER	1147	Vernal Winnelson Company	Crack seal repair 3/4 ball valve	515412-01	05/18/2023	11.24
10-60-267 WEED CONTROL	1147	Vernal Winnelson Company	Ball valve	514847-01	05/09/2023	11.24
10-60-470 PPE / SAFETY CLOT	341	Fastenal Company	Safety harness	UTVER101761	05/15/2023	570.04
10-60-470 PPE / SAFETY CLOT	448	Intermountain Farmers Assoc.	SAFETY CLOTHING	1019003115	05/11/2023	198.01
10-60-473 SAFETY CLOTHING/	1210	Zion's First National Bank	Safety clothes, PPE	112177259693	05/09/2023	21.56
10-60-473 SAFETY CLOTHING/	1210	Zion's First National Bank	Safety clothes, PPE	112288039476	05/09/2023	119.10
10-60-473 SAFETY CLOTHING/	1210	Zion's First National Bank	Safety clothes, PPE	8532647	05/09/2023	353.80
Total STREETS:						2,598.92
10-68-270 UTILITIES-STREET LI	1099	Rocky Mountain Power	Monthly Electric Service 6108154	1546-0031-052	05/05/2023	11.45
Total STREET LIGHTS:						11.45
10-70-250 EQUIPMENT SUPPLI	1153	Walmart - Capital One	Water & soap	343136751383	05/16/2023	62.96
10-70-260 PARK LAWN & GROU	419	Home Turf Lawn Care Profession	Pine tree fertilizer	7772	05/22/2023	40.00
10-70-260 PARK LAWN & GROU	448	Intermountain Farmers Assoc.	Mouse poison	1019003115	05/11/2023	27.98
10-70-282 ROADSIDE PARK MA	587	MF Landscape & Construction	Aeration & thatching	3608	05/02/2023	1,090.00
Total BUILDING & GROUNDS:						1,220.94
Grand Totals:						26,309.65

INTERLOCAL AGREEMENT FOR MUNICIPAL LEGAL SERVICES

This Interlocal Agreement for Municipal Legal Services starts on July 1, 2023 and ends on June 30, 2026 (this "Agreement") is made and entered into by and between Vernal City (herein after "Vernal"), a municipal corporation of the State of Utah, and Naples City a municipal corporation of the State of Utah (herein after "Naples") and Uintah Special Service District 1, a Special Service District created under the laws of the State of Utah (herein after "USSD 1"), and Town of Dutch John (hereinafter "Dutch John"), a municipal corporation of the State of Utah. Vernal, Naples, Dutch John, and USSD 1 may be collectively referred to as "parties".

RECITALS

This Agreement is made and entered into by and between the parties based upon the following recitals, which are incorporated and are integral to this Agreement:

WHEREAS, the parties are authorized by the Utah Interlocal Cooperation Act, as set forth in Title 11, Chapter 13, Utah Code Ann., to enter into this Agreement for legal services; and

WHEREAS, the parties desire to enter into this Agreement for the provision of legal services under the terms and provisions of this Agreement; and

WHEREAS, Vernal City is willing to enter into this Agreement as the employing entity, thereby assuming responsibility for the management of legal services and other related services covered by this Agreement; and

WHEREAS, said assumption of responsibility by Vernal City is based on continued participation from the other entities to this Agreement.

NOW THEREFORE, for and in consideration of the mutual promises, obligations, and/or covenants contained herein, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, the parties intending to be legally bound do hereby mutually agree as follows:

1. Effective Date of This Agreement. The effective date of this Agreement shall be the earliest date after all of the following are completed (the "Effective Date"):
 - a. This Agreement is approved by the legislative body of Vernal through a

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- resolution, and filed with the keeper of the records for Vernal.
- b. This Agreement is approved by the legislative body of Naples through a resolution and filed with the keeper of the records for Naples.
 - c. This Agreement is approved by the legislative body of Dutch John through a resolution and filed with the keeper of the records for Dutch John.
 - d. This Agreement is approved by the Administrative Control Board of USSD 1 through a resolution and filed with the keeper of the records for USSD 1.
 - e. Should the attorney position not be filled by the effective date of this agreement, the parties will be responsible for its own legal services until such position is filled. But in no event will a party be obligated to maintain participation in this agreement if the position remains unfilled after 180 days after the effective date.
2. Scope of Service to be Provided. Vernal, commencing on the effective date of this Agreement and continuing for the duration of this Agreement, agrees to provide legal services, including, but not limited to, those services and exclusions, as set forth below, for the parties.
- a. General Municipal Legal Services: Vernal will employ an attorney licensed in Utah and one support staff (legal secretary or paralegal). Vernal will provide the same benefits as provided to full-time employees.
 - b. Prosecutorial services for Vernal in the expanded Uintah County-Vernal City Justice Court, excluding conflict cases, of which the individual parties will make separate arrangements to cover the conflict.
 - c. Human Resources/Personnel legal services for each entity.
 - d. Fiscal management with separate accounting for all cases for each entity.
 - e. Records management, segregated by jurisdiction, and maintained in a manner which will allow, easily and without material cost or delay, separation of all files, information and data concerning Naples, Vernal, Dutch John and USSD 1.
 - f. Vernal will utilize eProsecutor case management system, produced by Utah Prosecution Council (as modified by UPC), or substantially similar software.
 - g. Statistics and data, as required by state agencies, to be filed with applicable state agencies including all required information and reports.
 - h. Each party agrees to utilize outside counsel, as provide by its entity's insurance to assist each entity and to keep legal costs down.
3. Location of Services. The legal services team shall be operated and located, and the services set forth herein shall be provided at Vernal City building. Vernal shall provide without charge the existing facilities including, but not limited to: office and furnishings, clerk work space and furnishings, conference room space, lobby and restrooms, and maintenance of the above space.
4. City Attorney. Contingent on Naples, Dutch John, and USSD 1 participating in this Agreement, Vernal will employ an attorney licensed to practice law in the State of Utah and with professional knowledge of municipal and local/special service district laws and procedures.

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5. Conflicts. Should a legal conflict arise between any of the parties to this Agreement, each conflicted party will be required to obtain conflict counsel at its own expense.
6. Staff. The parties acknowledge, understand, and agree that Vernal will employ one staff member to assist in operating and administering the legal services.
7. Employment Status and Expenses and Performance Standards.
 - a. Hiring of personnel. Naples, Dutch John, and USSD1 shall be invited to provide a representative to attend the interviewing process and provide input for the attorney position.
 - b. Except as set forth herein for shared expenses, Naples, Dutch John and USSD1 shall have no liability for the payment of salaries, wages or other compensation to the City Attorney and associated personnel.
 - c. The legal services personnel shall be Vernal Employees and have no right to Naples, Dutch John, or USSD 1 pension, civil service, or any other employment benefits for services provided under this Agreement. However, all parties are required to provide public liability insurance to cover legal services provide for their entity under this Agreement.
 - d. Adequate, competent and appropriate staff shall be provided to conduct the business of the legal services.
 - e. The legal services personnel shall be the employees of Vernal and therefore, subject to selection, supervision, discipline and personnel policies and procedures of Vernal as set forth in the *Vernal City Personnel Policies and Procedures*.
 - f. The cost and expenses for travel and training of personnel and training sessions shall be included in the allocation of operating expenses.
 - g. Except as set forth herein and subject to cost sharing as set forth herein (Section 10) Vernal shall assume responsibility for all expenses of the legal services. In no event shall office space costs be considered an operating expense.
 - h. Naples, Dutch John, and USSD 1 require that the attorney employed by Vernal will be limited in performing outside work as set forth in Vernal City's policies and procedures.
8. Indigent Defense. Vernal, Naples, and Dutch John shall each be responsible for the costs and expenses, of providing for indigent defense services as required by law for cases arising within each entities' territorial jurisdiction. The entities separately or jointly may apply for or receive assistance in providing indigent defense services from the Utah Indigent Defense Fund or other sources that may be or become available.
9. Budget. Vernal shall review, determine and approve the budget for the legal services department as part of its annual budgeting process.
 - a. Budget approval for the legal services department shall be in accordance with the provisions of the Uniform Fiscal Procedures for Utah Cities as set forth in Title 10

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Chapter 6 Utah Code Ann.

- b. The fiscal year for the legal services department shall be from July 1 to June 30 of each year.

10. Allocation and Payment of Operating Costs and Expenses. All costs and expenses of the operation and maintenance of the legal services department including personnel, training, software, etc. shall be allocated between and paid by the parties in proportion to the number of cases filed and civil matters receiving legal services. Hourly rates of staff will include, salary, benefits, training, software, and equipment, plus 10% for cleaning, IT, and finance.

- a. Naples will pay a retainer, consisting of 70% of its actual legal expenditures in CY2022, in the amount of \$32,700.
- b. Dutch John will pay a retainer, consisting of 70% of its actual legal expenditures in CY2022, in the amount of \$7,000.
- c. USSD 1 will pay \$35,000 as a retainer.
- d. The respective retainers will be charged against, at the rates set forth in Paragraph 10.f. The cost of legal department will be billed at an hourly rate after the respective party's retainer credit is exhausted.
- e. The retainer will be paid in equal installments on a semi-annual basis.
- f. Additional payments of Naples, Dutch John and USSD 1 of the legal expenses shall be made to Vernal City on a quarterly basis. The hourly rate for additional work will charged at \$110/hour for attorney services and \$50/hour for legal assistant work.
- g. Retainers for each subsequent year will be based on actual expenses from the previous year.
- h. The parties acknowledge market and economic fluctuations may necessitate renegotiation of the rates above.
- i. Should travel be required by any party over 15 miles from the Vernal City Building, that respective entity will reimburse Vernal at the going IRS mileage rate.

11. Effective Date. This Agreement shall become effective as set forth above in Section 1.

12. Initial Term & Termination.

- a. This Agreement shall continue in effect for three (3) years or until terminated by:
 - i. The mutual consent of the parties or by either party giving notice in writing at least six months prior to the anniversary of the effective date;
 - ii. Notwithstanding anything herein, by either party after;
 - 1. Any material breach of this Agreement; and
 - 2. After the nonbreaching party provides the breaching party with a written notice to cure the material breach within thirty (30) business days after receiving the written notice to cure the material breach and the breaching party fails to timely cure the material breach;

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3. The termination shall take effect at the end of the Vernal City's fiscal year.
- b. Agreement automatically renews for another 3-year term.
- c. Upon separation or dissolution of this Agreement, the parties' records will be returned to the respective party.
13. Resolutions of Approval. This Agreement is conditioned upon approval and adoption by Resolution of the legislative body of each party in accordance with Utah Code Ann. 11-13-202.5
14. Attorney Opinions. This Agreement is conditioned upon the signed approval of the authorized attorney of each party approving this Agreement as to its form and compatibility with state law in accordance with Utah Code Ann. 11-13-209. However, each entity is without legal counsel, because of the unforeseen resignation of the parties' former contracted attorney, review by the Uintah County Attorney's Office was offered and obtained and is viewed by all parties to satisfy this statutory requirement.
15. Filing of Agreement. This Agreement is conditioned upon the Agreement being filed with the keeper of records for all parties listed at the beginning of this agreement in accordance with 11-13-202.5
16. Authorization. The individuals executing this Agreement on behalf of the parties confirm that they are duly authorized representatives of the parties and are lawfully authorized to execute this Agreement on behalf of the parties.
17. Notice. Any notice required or permitted to be given under this Agreement shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within two days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the parties as set forth below:

Vernal: Vernal City
Attn: City Manager
374 East Main
Vernal, Utah 84078

Naples: Naples City
Attn: City Manager
1420 E. 2850 S
Naples, Utah 84078

USSD 1: Uintah Special Service District 1
Attn: Executive Director
610 S. Vernal Ave

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Vernal, Utah 84078

Dutch John: Town of Dutch John
Attn: Mayor
P.O. Box 235
Dutch John, UT 84023

Positions and addresses above may be substituted by either party at any time by written notice to the other parties.

18. No Separate Legal Entity. No separate legal entity is created by this Agreement.
19. Benefits. The parties acknowledge, understand, and agree that the parties and their respective representatives, agents' contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of the parties are not in any manner or degree employees of the other party and shall have no right to and shall not be provided with any benefits from the other party.
20. Waivers or Modification. No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the parties from receiving the full bargained for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or of any breach thereof shall not constitute a waiver or modification or any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the parties under this Agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the party whose rights will be diminished or adversely affected by the waiver.
21. Relationship of the parties. The relationship between the parties is an arms-length contractual relationship, and is not fiduciary in nature. Nothing contained in this Agreement will be deemed to create an association, or partnership, or joint venture, between the parties, give rise to fiduciary duties, or cause any of the parties to be liable or responsible in any way for the actions, liability's, debts or obligation of the other party. The parties shall not have any rights, power or authority to make any representation or to assume or create any obligation, whether express or implied on behalf of the other party(ies), or to bind the other party(ies) in any manner.
22. Additional Participating Entities (Additional Parties). Additional public entities may be considered to be included as a party to this Agreement, with all obligations and benefits. In order to be approved and included, entities shall indicate their desire to be included after formal request from their governing body or other representative who has been delegated that authority by the governing body. The formal request shall be addressed to the Vernal City Manager. After the Vernal City Manager has received the formal

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request, the existing parties hereto will review and give consent to the inclusion (or refuse consent) through their governing body (or delegated representative). Consent to inclusion of additional entities shall not be unreasonably withheld. Upon receipt of the consent from all parties hereto, the new entity requesting inclusion shall enter into a similar Agreement with Vernal City.

23. Binding Effect; Entire Agreement, Amendment. This Agreement is binding upon and shall inure to the benefit of the parties and their respective heirs, successors, assigns, offices, directors, employees, agents, representatives, subrogees and to all persons or entities claiming by, through or under them. This Agreement, including all attachments, if any, constitutes, and. or represent the entire Agreement and understanding between the parties with respect to the subject matter herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the parties, whether written or oral which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement. Neither this Agreement nor any provisions hereof may be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the parties.
24. Enforcement of Agreement. The parties hereto shall be responsible for their respective attorneys' fees, expenses, and costs incurred by them through the date of this Agreement. In the event that any party breaches this Agreement, however, such defaulting party shall pay, in addition to any other liability, all costs and expenses incurred by or on behalf of the non-breaching party or its successor-in-interest in enforcing, or in exercising any remedies under, this Agreement, including, but not limited to, reasonable attorneys' fees and costs, whether or not any action or proceeding is brought to enforce the provisions hereof (including, without limitation, all such costs and expenses incurred in connection with any bankruptcy, receivership, or other court proceedings (whether at the trial or the appellate level)).
25. Choice of Law; Jurisdiction; Venue. This Agreement and all matters, disputes, and/or claims arising out of, in connection with, or relating to this Agreement or its subject matter formation or validity (including non-contractual matters, disputes and/or claims) shall be governed by, construed, and interpreted in accordance with the laws of the State of Utah. The parties irrevocably agree that the courts located in Uintah County, State of Utah (or Salt Lake City, State of Utah, for claims that may only be litigated or resolved in the federal courts) shall have exclusive jurisdiction and be the exclusive venue with respect to any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this Agreement, or its formation or validity.
26. Severability. If any part or provision of this Agreement is found to be prohibited or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such prohibition or unenforceability without invalidating the remaining parts or provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render

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inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not prohibited or unenforceable, shall remain in full force and effect.

27. Rights and Remedies Cumulative. The rights and remedies of the parties under this Agreement shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein.
28. No Third-Party Beneficiaries. This Agreement is entered into by the parties for the exclusive benefit of the parties and their respective successors, assigns and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor of other third party shall have any rights under this Agreement.
29. Time of Essence. Time is of the essence in respect to all parts or provisions of this Agreement, which specify a time performance or otherwise, and the parties agree to comply with all such times.
30. Execution of Additional Documents. Each of the parties agrees to execute and deliver any and all additional papers, documents, instruments, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of its obligations hereunder, to carry out the intent of the parties.
31. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____, 2023.

VERNAL CITY
NAPLES CITY

Doug Hammond, Mayor

Dean Baker, Mayor

ATTEST:

ATTEST:

Roxanne Behunin, Recorder
Nikki Kay, Recorder

DUTCH JOHN
UINTAH SPECIAL
SERVICE DISTRICT 1

Sandy Kunkel, Mayor

Cheryl Meier, Executive Director

ATTEST:

ATTEST:

DRAFT

Recorder

DRAFT



March 9, 2023

City of Naples

UTAH LEAGUE OF CITIES AND TOWNS MEMBERSHIP FEE FOR FY 2023-2024

(1) 2020 Assessed Property Value	\$206,920,823.00	x .0000038	=	\$786.30
(2) 2021 Population Estimate	2,280	x .22	=	\$501.60
(3) 2021 Sales Tax Revenue	\$801,378.61	x .001122	=	\$899.15
		Calculated Total	=	\$2,187.05

Total 2023-2024 Membership Fee = \$2,187.05

MEMBERSHIP FEE IS DUE AND PAYABLE **JULY 1, 2023**. MEMBERSHIP FEE WILL BE CONSIDERED PAST DUE AFTER **SEPTEMBER 1, 2023**. PLEASE BE AWARE THAT MEMBERSHIP IS REQUIRED TO PARTICIPATE AS A VOTING DELEGATE AT THE ULCT ANNUAL CONVENTION, **SEPTEMBER 6-8, 2023**. IN 2022-2023, 99% OF UTAH'S CITIES AND TOWNS WERE MEMBERS OF THE LEAGUE.

**Population Estimate, Sales Tax Revenue and Assessed Property Value Data provided by Utah State Tax Commission and is the data used for sales tax distribution.*