

1. 4:30 P.M. Special Joint City / County Meeting

Documents:

[CC06-01-2020.PDF](#)
[JOINT CITY COUNTY PACKET.PDF](#)

NOTICE OF PUBLIC MEETING

TO THE RESIDENTS OF UINTAH COUNTY AND VERNAL CITY: Notice is hereby given that the Vernal City Council and the Uintah County Commission will hold a Special Joint Meeting on *Monday, June 1, 2020 at 4:30 p.m. in the Vernal City Community Room located at 374 East Main Street, Vernal, Utah.*

A G E N D A

4:30 P.M.

STANDING BUSINESS

1. ACKNOWLEDGMENT & APPROVAL OF SPECIAL MEETING
2. APPROVAL OF THE MINUTES OF MARCH 23, 2020

SCHEDULED PUBLIC BUSINESS

1. DISCUSSION REGARDING THE VERNAL REGIONAL AIRPORT OPERATIONS AND ASSOCIATED DRAFT MOU BETWEEN VERNAL CITY AND UINTAH COUNTY

ADJOURN

*NOTE: In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify Quinn Bennion at 374 East Main St, Vernal, Utah 84078, telephone: (435) 789-2255.

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1 **M**INUTES OF THE JOINT VERNAL CITY COUNCIL AND UTAH COUNTY
2 COMMISSION SPECIAL MEETING HELD MARCH 23, 2020 AT 4:30 pm in
3 the Uintah County Commission Chambers, 147 East Main, Vernal, Utah.

4
5 *This meeting was held as an electronic meeting with the anchor location being the Uintah*
6 *County Commission Chambers located at 147 East Main St, Vernal, Utah. Because of*
7 *gathering restrictions put in place by the Utah Department of Health, the anchor location will*
8 *only have nine participants in attendance. The meeting was streamed live via Youtube on the*
9 *UintahIT channel.*

10
11 **PRESENT:**

12
13 **UINTAH COUNTY:** Joined the meeting in person:
14 Commissioners Brad Horrocks, Bart Haslem and Bill Stringer.

15
16 **VERNAL CITY:** Joined the meeting in person:
17 Mayor Doug Hammond.
18 Joined the meeting electronically:
19 Councilmembers Nick Porter, Bert Clark, Dave Everett and Travis
20 Allan joined through video, Councilmember Ted Munford joined by
21 watching the youtube channel and responding via text messages.

22
23 **STAFF:** Joined the meeting in person: Quinn Bennion, Roxanne Behunin and Jon Stearmer.
24 Joined the meeting electronically: Allen Parker, GJ Searle.

25
26 **GUESTS:** Joined the meeting in person: Cheryl Meier, Doug Brown.

27
28 **ACKNOWLEDGEMENT AND APPROVAL OF SPECIAL ELECTRONIC MEETING:**
29 *Commissioner Bill Stringer moved to acknowledge and approve this special meeting.*
30 *Commissioner Brad Horrocks seconded the motion. The motion passed with Commissioners*
31 *Horrocks, Haslem and Stringer voting in favor.*

32
33 *Councilmember Porter moved to acknowledge and approve this special electronic meeting.*
34 *Councilmember Clark seconded the motion. Councilmembers Porter, Clark and Everett voted in*
35 *favor. Councilmember Allan and Munford was not present for the vote.*

36
37 **APPROVAL OF THE MINUTES OF NOVEMBER 25, 2019:** *Mayor Doug Hammond*
38 *moved to approve the minutes of November 25, 2019. Commissioner Bart Haslem seconded the*
39 *motion. The motion passed with Commissioners Haslem, Stringer and Horrocks and*
40 *Councilmembers Porter, Everett and Clark voting in favor and the minutes were approved.*
41 *Councilmember Travis Allan and Ted Munford were not present for the vote.*

42
43 **APPROVAL OF THE MINUTES OF DECEMBER 27, 2019:** *Commissioner Bart Haslem*
44 *moved to approve the minutes of December 27, 2019. Mayor Doug Hammond seconded the*
45 *motion. Commissioners Haslem, Stringer and Horrocks and Councilmembers Porter, Everett*

46 *and Clark voted in favor and the minutes were approved. Councilmember Travis Allan and Ted*
47 *Munford were not present for the vote.*
48

49 **DISCUSSION ON VERNAL REGIONAL AIRPORT:** Quinn Bennion explained the
50 background on the airport and the potential of the management being transferred to the County,
51 the City or stay with the Special Transportation District. He reminded the elected officials that at
52 the December meeting the decision was made to transfer the management to the City with an
53 MOU that outlines the role of each entity. Commissioner Bill Stringer read the motion from the
54 minutes agreeing to the transition and stated that nothing has changed since that decision. He
55 noted that the County is the majority owner and the concern is they do not want the City to
56 engage in any large capital projects without first talking to the County. Both entities agreed that
57 provision needed to be in the agreement. Doug Brown stated there is an airport capital
58 improvement list that must be approved by both entities before any funding request is made of
59 the FAA. He stated that the fence project does need to be completed at the cost of \$632,000 and
60 the FAA funds will cover the majority of that project. Commissioner Bill Stringer asked if there
61 is any idea what the pandemic will do to the airport funding. Doug Brown stated he does not
62 know how it will affect the funding, however, the drop in enplanements is industry wide. There
63 was some discussion on financial incentives for local governments. Councilmember Bert Clark
64 suggested a draft MOU be prepared for review. Commissioner Brad Horrocks agreed. Quinn
65 Bennion suggested that a tentative budget for the airport be drafted also. Councilmember Bert
66 Clark stated that policies and procedures for the airport were drafted a few years ago and asked
67 for a copy of those documents. Cheryl Meier, SSD Manager, stated that she would get those to
68 the elected officials. There was some discussion regarding the airport leases and fuel tax
69 collection going to the entity that is managing the airport. Doug Brown suggested that once the
70 transition happens that the airport users be notified so lease payments go to the right entity.
71 Quinn Bennion suggested an Airport Board be set up to draft policy and procedures. There was
72 some discussion regarding the Board members and their authority. The suggestion was one
73 Vernal City appointee, one Naples City appointee, one County official, one staff and one airport
74 user. Commissioner Stringer stated it would be advisory similar to the Library Board. Jon
75 Stearmer stated if the Board sets policy it would be more than advisory. Councilmember Bert
76 Clark suggested the Board make recommendations only. Councilmember Ted Munford sent a
77 message to require the Advisory Board to stay within budget. Jon Stearmer questioned who will
78 have the final say on any disagreements. Commissioner Bill Stringer stated that the MOU will
79 need to address these issues and outline how disputes will be arbitrated. Quinn Bennion stated
80 that the MOU will need to spell out the managers' role, the owners' role, and be clear that the
81 personnel are under the managing entities' responsibility. Commissioner Bart Haslem noted that
82 the City will put together an operating budget and any major items they will bring to the County
83 first. There was a suggestion to put funds aside each year for capital projects. Commissioner
84 Brad Horrocks stated that the MOU will be a living document for a year to get the bugs worked
85 out. Jon Stearmer agreed, stating the most functional way is to give the managing entity
86 authority to handle disputes and make it clear what powers the advisory board will have.
87 Commissioner Brad Horrocks suggested the MOU be reviewed every 4 years. There was a
88 suggestions to go every two or three years with a five year structure for finances. Jon Stearmer
89 suggested a one-year out clause for budget implications. The consensus was to try to have a
90 draft MOU by May 1st. Cheryl Meier stated there is still the issue of funding the airport without
91 any additional funds. The cost of operation is around \$150,000 to May 1st. Jon Stearmer

92 reminded the elected officials that April 25th is when responsibility for the airport falls back to
93 the City and County. There was some discussion regarding the snow broom. Doug Brown
94 stated the fence and broom will be reimbursed by the FAA, but not until 2022. Commissioner
95 Stringer stated something will be worked out with the Special Service District. Jon Stearmer
96 stated he would work with the City attorney to iron out an MOU to be approved by the
97 Commission and Council in April and May.

98
99 **UPDATE ON POTENTIAL ECONOMIC DEVELOPMENT PROGRAM:** Quinn Bennion
100 explained he has been working with Economic Development and Travel and Tourism on a work
101 program similar to the one implemented in Rio Blanco County in Colorado. Funds will be used
102 for pay workers from the restaurant and hotel industries who have lost their jobs because of the
103 public health mandates.

104
105 **ADJOURN:** There being no further business; *Commissioner Bart Haslem moved to adjourn.*
106 *Mayor Doug Hammond seconded the motion. The motion passed with a unanimous vote and the*
107 *meeting was adjourned.*

108
109

AWAITING FORMAL APPROVAL

**INTERLOCAL AGREEMENT
FOR THE OPERATION AND MAINTENANCE
OF THE VERNAL REGIONAL AIRPORT**

THIS AGREEMENT, made and entered into effective the ____ day of _____, 2020, at Vernal, Uintah County, Utah, by and between Uintah County, a political subdivision of the State of Utah, (hereinafter referred to as “County”), Vernal City, a municipal corporation, (hereinafter referred to as “City”), (collectively both City and County shall be known as “Sponsors”) and the Uintah Transportation Special Services District, a Special Service District established in accordance with the laws of the State of Utah (hereinafter referred to as “District”) and the Municipal Building Authority of Uintah County, (hereinafter referred to as “the” MBA”).

RECITALS

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, *Utah Code Annotated* §11-13-101 et seq. 1953 as amended, political agencies including political subdivisions and districts of the State of Utah as therein defined, are authorized to enter into written agreements with one another for mutual advantage and to more effectively provide governmental facilities, services and improvements to the general public; and

WHEREAS, County and City have successfully operated the Vernal Regional Airport, the largest Airport in Northeastern Utah, since June 1945; and

WHEREAS, the Uintah Transportation Special Service District pursuant to an Interlocal agreement entered into on or about the first day of November 2015 has operated the Vernal Regional Airport from January 1, 2016 until _____ 2020.

WHEREAS, “District” has given notice pursuant to the Interlocal Agreement of its termination of management of the Airport, and

WHEREAS, County, City, and the MBA each desire to establish and adopt an Interlocal Agreement to more effectively provide governmental services to the public at the Vernal Regional Airport, wherein Sponsors will retain sponsorship rights and responsibilities and obligations and Vernal City shall acquire rights and responsibilities and sole authority as provider of maintenance, management, and operations of the Vernal Regional Airport; and

WHEREAS, Sponsors have determined that it is in the best interests of the effective and economical management and operation of the Airport that City have all of the authority, rights, and responsibilities associated with the operation and maintenance of the Airport that are not specifically reserved to Sponsors by this agreement; and,

WHEREAS, the parties desire to effectuate the termination of rights responsibilities and obligations of District concerning the operation and maintenance of the Vernal Regional Airport and the termination of the 2015 Interlocal Agreement for the Sponsorship Operation and Maintenance of the Vernal Regional Airport, the “2015 Agreement”; and,

WHEREAS, it is agreed that the Sponsors shall proportionately share all of the costs and expenses arising from, or associated in any way with the operation and maintenance of the Vernal Regional Airport which are not covered by revenues generated by the Airport, in proportion to the ownership interest of the Airport, such that County shall pay 75% and City shall pay 25% of all such expenses; and,

WHEREAS, each of the Parties desire to enter into this Agreement pursuant to the provisions of the Utah Interlocal Cooperation Act, as set forth in Title 11, Chapter 13, *Utah Code Annotated*, so that the County and City may act as Sponsors of the Vernal Regional Airport and City shall act as manager and operator to facilitate and [promote develop](#) the air transportation system within Uintah County.

NOW THEREFORE, in consideration of the mutual covenants, conditions and agreements by and between the parties hereto, County, City, MBA, and District agree as follows:

**ARTICLE ONE
SCOPE OF AGREEMENT**

1. **PURPOSE.** By entering into this *Interlocal Agreement for Operation and Maintenance of the Vernal Regional Airport*, (2020 Agreement) County and City, (collectively “Sponsors”) shall continue as Joint Sponsors of the Vernal Regional Airport (herein referred to as “Airport”) but transfer sole right and responsibility for the operation, management and maintenance of Airport to City, and shall establish the funding mechanism for the Airport.

1.1 By this Agreement, and valuable consideration provided, the Sponsors intend to grant City, to the fullest extent permissible by State and Federal law, authority for the management and operation of the Airport , subject only to the specific limitations herein contained.

1.2 All existing rules, regulations, contracts and other actions and leases previously adopted or approved by the District or Sponsors, acting jointly, and not in conflict with this Agreement are unaffected and shall remain in full force and effect until terminated or amended in accordance with the terms or provisions of those rules, regulations or contracts or this Agreement.

**ARTICLE TWO
DELEGATION OF AUTHORITY**

2. Sponsors specifically grant the authority to exercise all powers, as specified in this *Interlocal Agreement for Operation and Maintenance of the Vernal Regional Airport to City*.

2.1 City represents it can accept and does accept such delegation and confirms it is a political subdivision of the State of Utah and has all power to act as the managing governing authority as it concerns air transportation services and operation and maintenance of the Airport.

2.2 Sponsors expressly reserve the joint authority to acquire, sell, transfer, or dispose of real property. City shall have sole and exclusive right and authority over grants of lease, including establishing the terms and conditions of lease agreements, and enforcing through any legal means all lease agreements and prohibiting trespass, unlawful detainer, or unauthorized use of Airport property. Sponsors shall retain power, concerning extraterritorial jurisdiction, and to zone real property within their jurisdictions and exercise powers of eminent domain. City is granted authority to lease personal property at the Airport.

**ARTICLE THREE
AIRPORT FINANCES**

3. The expenses of operating Vernal Regional Airport shall be paid, first from the operating revenues of the Airport, next from the proportionate contributions of Sponsors as described herein.

3.1 City shall not be responsible for the payment of any costs or expenses associated with the Airport except its proportionate (25%) share by virtue of sponsorship, County shall only be responsible for its proportionate (75%) share by virtue of sponsorship, of all costs and expenses.

3.2 All fees, charges, rents, grants or other income received by or accruing to the Airport for activities relating to the Airport shall at all times be received by City and used in compliance with the Federal Aviation Administration Revenue Policy and this Agreement.

3.3 It is understood that certain monies expended by Sponsors, MBA, or District on specific projects before the effective date of this Agreement shall be reimbursed by FAA funds. A list of those projects with dollar amounts and the party to receive then is set forth as **Exhibit 1** to this Agreement.

3.4 Airport funds shall be administered and accounted for by City in accordance with the rules, regulations and principles established and approved by the Auditor of the State of Utah, and the established financial and accounting policies of City, subject only to contrary federal audit requirements.

3.5 Sponsors shall be proportionately responsible for payment of all costs and expenses associated with Airport which are not paid by Airport revenue or tax revenue assigned to Airport or from other sources. County shall pay 75% and City shall pay 25% of those costs and expenses.

3.6 City shall submit to County on at least a quarterly basis a statement showing revenues received and expenses incurred and the amount due from County and from City. County shall reimburse its proportionate share of the costs and expenses to City within 30 days of receipt of the statement. Any amounts not paid when due shall accrue interest at 5% per annum.

3.7 The budget year for the Airport shall coincide with the City budget year. City shall present to County a proposed Airport budget on or before March 15th each year. County and City shall review and approve the annual budget on or before April 30th of each year. Sponsors shall each appropriate in their budgets their share of the Airport budget annually.

3.8 During the time that District had management responsibility for the Airport a new sweeper was purchased having a cost of approximately \$550,000 by District. The Cares Act Funds will be used in part to pay for that equipment which shall be Airport property.

3.9 All grants, donations, federal funds, including those arising from any Coronavirus relief programs, Airport revenues and earmarks not used by District for necessary operation and maintenance expenses of the Airport shall be transferred by District to City upon the effective date of this agreement

ARTICLE FOUR AIRPORT PROPERTY

4. The "Airport" consists of the Vernal Regional Airport land and facilities, and such other property as may hereafter be acquired for Airport purposes in conformance with this Agreement.

4.1 Subject to Federal Aviation Administration rules and regulations and all Federal Aviation grant assurances, it is agreed that all real property and fixtures, whether presently held or acquired in the future, shall be owned by the Sponsors, but shall be held and managed as part of the Airport. A list of the property previously assigned or transferred to District which is returned to City for Airport use shall be attached to this

agreement as **Exhibit 2**.

4.2 Upon the effective date of this Agreement, Sponsors retained ownership of the real estate. Pursuant to the 2015 Interlocal Agreement Sponsors leased the real property and personal property by a written lease agreement to the District. Pursuant to the 2015 Agreement such lease shall be terminated by this Agreement and said real and personal property shall, pursuant to this agreement, be held, used, managed, controlled, and maintained by City for benefit of the Airport.

4.3 The personal property and equipment for the benefit of the Airport acquired, and held by District which is set forth on **Exhibit 3** shall continue to be Airport property and shall be transferred to the control and use of City for Airport purposes. Except for the items listed on **Exhibit 4**, pursuant to the provisions of the 2015 Interlocal Agreement all equipment and property now being used in any way for the operation and maintenance of the Airport shall remain with the Airport, and shall be turned over to City by District to be used for the continued operation and maintenance of the Vernal Regional Airport or any replacement Airport. Upon termination of the 2015 Interlocal Agreement, all personal property purchased by the District shown on **Exhibit 4** shall be owned by the District.

4.4 Fixtures purchased by District during the time of District's operation and management of Airport shall not be deemed personal property and shall remain at Airport.

4.5 The acquisition or sale of real estate for the Airport shall require the joint approval of the Sponsors and all real estate shall be titled in the name of Uintah County and/ or Vernal City, subject to the provisions of Section 2 of this Agreement.

4.6 If at any time City determines that it does not have further need for, or desires to replace, any item of Airport personal property, including equipment, which was purchased by the Sponsors, City shall notify the Sponsors of the intent to dispose of that property. If either of the Sponsors request that property to be returned, said equipment or property shall be provided to the Sponsors for their use or other disposition. Any property not so claimed by Sponsors shall be disposed of pursuant to the Surplus Property Ordinance or policies of City.

ARTICLE FIVE FEDERAL RULES, REGULATIONS AND REQUIREMENTS

5. Sponsors have received grants from the Federal Aviation Administration on behalf of Airport which have imposed restrictions, conditions, and obligations on the use of Airport properties and further require that the revenues received be devoted to aeronautical and other legal purposes. The Sponsors hereby expressly ratify and confirm all previous grant agreements

in existence at the time of execution of this Agreement and agree to be bound by any conditions or obligations imposed therein. Any future grant or other form of federal financial assistance for the Airport shall require approval and the acceptance of funds by the Sponsors.

5.1 Upon termination of this Agreement, notice shall be given to the Federal Aviation Administration of any change affecting ownership, control, operation, or performance of any conditions or obligations required by the grants or other federal financial assistance programs. It is also recognized that termination or disposition of the properties of the Airport may require prior Federal Aviation Administration approval.

ARTICLE SIX RESPONSIBILITIES AND AUTHORITY OF VERNAL CITY

6. Vernal City agrees to act as Operator and Manager for the Vernal Regional Airport, located in Uintah County, State of Utah. City agrees that as the Manager, it is subject to the terms and provisions of this Agreement. City agrees to manage and operate the Airport by providing all services required by State, County and Federal laws.

6.1 City as Manager, shall take over management responsibilities on the effective date of this Agreement. City shall maintain Airport facilities in good repair and in conformance with applicable FAA requirements. City shall determine the method, details and means of performance of services at Airport except in those circumstances where current and valid agreements already detail responsibilities and performances. City shall be responsible for selecting and providing engineering, accounting, audit and legal services necessary for its operations of the Airport facility aid.

6.2 City shall maintain in effect throughout the term of this Agreement liability insurance covering the Airport premises and its appurtenances in the amount of at least \$1,000,000.00 for injury to or death of any one person, and \$10,000,000.00 for injury to or death of any number of persons in one occurrence, and property damage liability insurance in the same amount. Such insurance shall specifically insure City against any liability assumed by it hereunder, as well as liability imposed by law, and shall insure both Sponsors, but shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for County and City.

6.3 City shall maintain comprehensive collision and liability insurance on all equipment that it uses at Airport during the term of this Agreement. City shall, at all times during the term of this Agreement keep the Premises and all improvements which are now or hereafter a part of the Airport Premises insured against loss or damage by fire and the extended coverage hazards for one hundred percent (100%) of the full replacement value of such improvements, with loss payable to Sponsors as their interests

may appear. City may but shall not be obligated to insure any privately owned structures or property located on Airport premises, and shall require Airport Lessees to insure Lessees property and to provide liability insurance to protect Lessee and Sponsors.

6.4 City shall have the exclusive authority to enter into lease agreements for real and personal property of the Airport and to adopt all fee schedules for services as allowed under FAA requirements. Except where a currently existing lease expressly prohibits such assignment. As Sponsors and/or District have already entered into certain agreements with various individuals and business entities, the Sponsors and District hereby assign to City those agreements and leases and City assumes the responsibilities of the Sponsors or Manager under those agreements on the effective date of this Agreement. A list and copy of such agreements shall be attached to this *Interlocal Agreement for, Operation and Maintenance of the Vernal Regional Airport* as **Exhibit 5**.

6.5 City may adopt all reasonable rules and regulations and Airport policies and procedures not in conflict with Federal, State and Local laws and grant assurances for the control and management of the Airport; including, but not limited to, minimum standards for aeronautical and non-aeronautical activities and standards of conduct for employees and Airport users.

6.6 Contracts for procurement of goods and services must satisfy the legal and procedural requirements of City and Federal and State law. City purchase and procurement policy will apply .

6.7 City shall notify Sponsors and receive approval before installing or erecting any structure or fixture on the Airport premises or acquiring equipment having a cost to Sponsors in excess of \$10,000.00 or for which the amount that is not or will not be reimbursed by FAA or other grant or third-party exceeds \$10,000.00 payments. This shall not apply to items set forth on line items on the budget.

6.8 The parties acknowledge that the operation of the Airport shall be the responsibility of the City. As such, the City shall be responsible for making all assignments with respect to use of equipment and employees.

6.8.1 Existing employees of District assigned exclusively to the Airport shall upon the effective date of this agreement become employees of City subject to all personnel policies and procedures of City. District shall transfer to City all personnel records and documents.

6.8.2 From the effective date of this Agreement, City shall assume responsibility for payment of compensation for current employees at the Airport and agrees that these employees shall become employees of the City. As of the effective date of this Agreement, City shall be in charge of all employee

assignments within the Airport. The employment, terms of employment, and termination of Airport employees shall be the sole prerogative of the City, in accordance with applicable laws and City policies. Provided, however, City shall not be responsible for compensation or claims of District employees accruing prior to the effective date of this Agreement.

6.9 City shall accept all equipment and personal property at the Airport from District “as is”, without any warranty. This cannot be interpreted as nullifying manufacturer warranties. District shall have no liability to repair or maintain the equipment transferred to City after the effective date of this Agreement. City shall use, maintain and repair all equipment in a reasonable and prudent manner. However, all parties acknowledge that the equipment is of a nature and the work being performed therewith is such that the equipment may be destroyed or damaged or become worn out or obsolete and in need of repair or replacement during the ordinary and intended use of the equipment.

6.9.1 Vernal City and Uintah County each own an undivided interest in the Airport land and equipment listed in **Exhibit 6** attached hereto. Sponsors shall ~~transfer or assign its their~~ interests in the Airport land and equipment to City to be used by City, to use to provide the operating and management services set forth herein. Nothing herein shall be construed as changing ownership of the land or equipment.

6.9.2 Upon termination of this Agreement, any remaining Airport equipment, or assets shall be returned to the entity that transferred it to the City, “as is” without any warranty. If City purchases with Airport funds new equipment to replace the equipment that is worn out, outdated, obsolete, or damaged, the new equipment shall be property of the Airport.

6.10 Sponsors shall have ultimate authority over discussions, negotiations and decisions concerning Essential Air Service Carriers.

6.11 City shall establish a separate Airport fund in accordance with State and City financial policies and procedures into which all revenue derived from the Airport as well as payments from City and County shall be deposited and from which all expenditures related to the Airport shall be made.

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ARTICLE SEVEN AIRPORT BOARD

7. Sponsors by Resolution may establish an Airport Advisory Board. The Airport Advisory Board shall operate pursuant to bylaws adopted or approved by the Sponsors. The Airport Board shall consist of five (5) individuals appointed as follows:

One member appointed by the Vernal City Mayor

One member appointed by the Naples City Mayor

One member appointed by the ~~Chairman of~~ Uintah County Commission

One member appointed by the Uintah County Commissioners who shall be a lessee or sublessee at the Airport

One member appointed by the Uintah County Commission who shall be a taxpayer with no economic interest in the Airport or Airport operations.

7.1 The powers and duties of the Board shall include:

The Vernal Airport Advisory Board shall have the authority to make recommendations concerning the needs and requirements of the Airport and its facilities. It shall study aircraft operation and maintenance procedures, local, state and federal budgetary matters, and funding sources, recommend development that is desirable for the Airport, and shall study and recommend an overall plan for the Vernal Regional Airport. It shall have no authority to initiate action regarding any matter which it recommends, ~~without approval of City or Sponsors.~~

The Sponsors by joint Resolution may revise the Board membership and appointment provisions and may revise the powers and duties of the Board without amending this Agreement

**ARTICLE EIGHT
RESPONSIBILITIES AND AUTHORITY OF UINTAH COUNTY
AND VERNAL CITY**

8. Sponsors by this agreement assign and transfer to City full and complete authority, control, management, and responsibility for Airport property, but retain the ownership of the real property, including buildings upon Airport property and authority to zone any Airport property within each entities' jurisdiction

8.1 County shall provide without charge to the City, the services of the County's grant writing employees as requested by the City, to assist with grant writing for the Airport.

**ARTICLE NINE
PRIOR AGREEMENTS**

9. This *Interlocal Agreement for Operation and Maintenance of the Vernal Regional Airport* merges and supersedes any and all prior agreements relating to the Airport, if any, between the parties, however, any rights duties or obligations arising from prior agreements which by their terms survive termination of those agreements are not extinguished by this Agreement.

**ARTICLE TEN
OTHER RESPONSIBILITIES OF EACH PARTY**

10. This Agreement does not in any way relieve any party, as a public agency, of any of their obligations, duties, or responsibilities imposed on it by law.

**ARTICLE ELEVEN
EFFECTIVE DATE AND FILING OF AGREEMENT**

11. Except as otherwise provided herein, this agreement shall have an effective date of _____, 2020. This Agreement shall become effective and binding on the parties upon the execution thereof by the authorized representative of each of the parties hereto and upon the adoption of a Resolution of the governing body of each of the entities authorizing said entity to enter into this agreement, and upon the filing of an executed copy of the Resolution and Agreement with the keeper of records of each party.

**ARTICLE TWELVE
GOVERNING LAW AND VENUE**

12. This Agreement shall be governed, construed and enforced by and under the applicable laws of the United States and the State of Utah. This agreement has been entered into and is performed in the County of Uintah, venue of any action relating to this agreement shall be in Uintah County.

**ARTICLE THIRTEEN
AMENDMENTS**

13. This Agreement may be amended in whole or in part at any time by written amendment approved and signed by the Sponsors and to the extent that the rights duties or obligations of another party are implicated by the amendment, by that party.

**ARTICLE FOURTEEN
SEVERABILITY**

14. If any provisions of this agreement are held to be invalid or unenforceable by a court of

proper jurisdiction, the remaining provisions shall remain in full force and effect.

**ARTICLE FIFTEEN
REVIEW BY AUTHORIZING ATTORNEY**

15. In accordance with the provisions of Section 11-13-2-2.5(3), *Utah Code Annotated*, this agreement shall be submitted to each organization's attorney for review as to proper form and compliance with applicable law before this agreement may take effect.

**ARTICLE SIXTEEN
TERM AND TERMINATION**

16. This Agreement shall continue in effect, unless otherwise modified or terminated by mutual agreement of the parties, for a period of 50 (fifty) years. Sponsors collectively or may terminate this Agreement at any time "for cause" in the event of a material breach of the Agreement which remains uncorrected for a period of 90 (ninety) days after notice of breach and demand to perform is delivered to the nonperforming party. Any party may terminate this Agreement without cause upon giving to each of the other parties to this Agreement written notice of intent to terminate which shall be delivered not less than 12 (twelve) months in advance of the termination date. Financial obligations, including bonds, shall be governed in accordance with applicable agreements or documents or laws, including Utah Code. Upon termination Sponsors shall be responsible to manage and operate the Airport or to enter into an agreement with an entity to do so.

**ARTICLE SEVENTEEN
FORCE MAJEURE**

17. Force Majeure. A party shall not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is beyond the reasonable control of a party, materially affects the performance of any of its obligations under this agreement, and could not reasonably have been foreseen or provided against.

"An event of force majeure is an event or circumstance which is beyond the control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence the party affected was unable to prevent provided that event or circumstance including the following: (a) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power, requisition or compulsory acquisition by any governmental or competent authority; (b) officially declared state, national, or local emergencies; (c) pressure waves or events caused by aircraft or other aerial devices, or intergalactic invasions; (d) earthquakes, flood, fire or other physical or biological natural disaster,; and (e) strikes or industrial disputes, or strike or industrial

disputes by labour not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the works but excluding any industrial dispute which is specific to the performance of the works or this contract."

IN WITNESS WHEREOF, the parties hereto sign and cause this Agreement to be executed.

VERNAL CITY

By: _____
Mayor, Vernal City

Dated: _____, 2020

Attorney Review

The undersigned, the authorized attorney of Vernal City, Utah, has reviewed the foregoing *Interlocal Agreement for, Operation and Maintenance of the Vernal Regional Airport* and finds it to be in proper form and compliance with state law.

Dated: _____, 2020

Dennis Judd, Vernal City Attorney

UINTAH COUNTY

By: _____
Chairperson, Uintah County Board of Commissioners

Dated: _____, 2020

Attorney Review

The undersigned, the authorized attorney of Uintah County, Utah, has reviewed the foregoing *Interlocal Agreement for, Operation and Maintenance of the Vernal Regional Airport* and finds it to be in proper form and compliance with state law.

Dated: _____, 2020

Jon Stermer, Deputy Uintah County Attorney

MUNICIPAL BUILDING AUTHORITY OF UINTAH COUNTY

By: _____
Chairperson

Dated: _____, 2020

Attorney Review

The undersigned, the authorized attorney for Municipal Building Authority of Uintah County, Utah, has reviewed the foregoing *Interlocal Agreement for, Operation and Maintenance of the Vernal Regional Airport* and finds it to be in proper form and compliance with state law.

Dated: _____, 2020

Jon Stermer, Deputy Uintah County Attorney

UINTAH TRANSPORTATION SPECIAL SERVICE DISTRICT

By: _____
Chairperson, Uintah Transportation Special Service District

Dated: _____, 2020

Attorney Review

The undersigned, the authorized attorney of Uintah Transportation Special Service District, Utah, has reviewed the foregoing *Interlocal Agreement for Operation and Maintenance of the Vernal Regional Airport* and finds it to be in proper form and compliance with state law.

Dated: _____, 2020

By: _____
Dennis L Judd

EXHIBIT

1

Projects to be reimbursed to Sponsors from FAA
with dollar amounts.

1. County and District: 2012 SRE- Wausau SnoDozer & Tow Broom- \$814,205.52 the District will be reimbursed from these funds \$247,000.00 for payments made by the District to MBA.
2. County and District: Airport Perimeter Fence- \$652,839.00 the District will be reimbursed \$156,000.00 for its payment on the fence from the County.

EXHIBIT

2

A list of Airport property owned by Sponsors that is transferred or returned by District for Airport use.

2006 Kawaski Mule KAF400S- VIN#JKIAFEA186B510045

PowerBOSS Pressure Washer- Serial #14800CP
2 Husqvarna 324 L Weed Trimmers-
Kobalt Reciprocating Saw
Ingresoll Rand Air Compressor- Serial # 091080334
2012 Wausau Everest SnoDozer with Tow Broom (and attachments)- Serial #C22562TOW1033
1993 OshKosh HB-2718 (and attachments)- Serial #10T3E0BD1P1049206
Hydroblaster Deice Trailer- Serial #16020045/16020046
John Deere Tractor w/Loader (State Lease)- Serial #1L06155MJKG933049
Rodenator- Serial #092074
Quincy 60 Gallon Air Compressor- Serial #2020029501
Machinability 10' Ramp Plow
1991 GMC ACL Dump Truck w/Plow and Spreader- Serial #4V2SCBRH1MU509692
2011 Ford F-250 Super Duty- VIN #1FT7X2B68BEA31154
1994 GMC 2500- VIN #1GTGK24K2RE556021

EXHIBIT

3

The personal property for the benefit of the Airport
acquired and held by District transferred to City.

2019 CAT 938 M Loader (yearly buy back)- Serial #CAT0938MJJ3R08559

2019 John Deer M20 Mower Deck- Serial #1P00M20GAKA000350

Western Pro Plus Snowplow- Serial #18060510869276980

2020 MB-3 Sweeper- Delivery ETA May 1, 2020

Pole Saw

Craftsman M260 lawn mower

Computers

5 super sacks runway deice chemical

5 totes of runway anti ice chemical

HLA Attachments Loader Forks- Serial #19LA75235

CAT 16' ramp plow- Serial #23181PB20017

EXHIBIT

4

Airport property retained by District

NONE

EXHIBIT

5

Existing lease agreements for real and personal property
of the Airport transferred to City.

Craig Goodrich- Agriculture land South of Airport

All- Save Car Rental

Enterprise Car Rental

SkyWest Airlines

TSA

Dinaland Aviation FBO/T-hangars

Ted Hatch Trust

Jimmy Justice Trust

Ricky and Marie Spurlock
Todd Christensen
Donny and Courtney Knop
Troy and Annette Meier
H&H Versatile (Apex) FBO
John Phillips

No Current Lease
Mike Horton
Dinaland Aviation- Classic Hangar
Dinaland Aviation- Old Hatch Hangar

EXHIBIT

6

Vernal City and Uintah County interest in the Airport
land and equipment.

All property within the Airport Perimeter Fence, and federally funded land
acquisitions outside the fence

Sheet 13 of Master Plan

Wetland Mitigation Site- Monitoring and Maintenance Responsibility

Terminal Building

Operations & Maintenance Building

SRE Building

Electrical Vault
Navigational Aids
Pavement
Lights
Fence
Gates