

Town of Apple Valley

RESOLUTION R-2022-16

APPOINTMENT OF TOWN ACCOUNTANT

WHEREAS, the Town of Apple Valley is a Utah Municipality; and

WHEREAS, the Town of Apple Valley is in need of someone to serve as Accountant; and

WHEREAS, the Town Council, can appoint individuals to assist in administrative positions; and

WHEREAS, the Town Council has determined that the Town's interests would be best served by the appointment of _____ as the Town Accountant.

NOW, THEREFORE, IT IS RESOLVED by the Town Council of the Town of Apple Valley to appoint _____ to serve as the Town's Accountant.

1. Term. The term of this Agreement begins January 3, 2022, and will continue until the appointee voluntarily resigns, the Town Council appoints a replacement, or the Town Council terminates appointee.

2. Duties. The duties of the Accountant is to oversee all accounting functions of the Town, including but not limited to: Budget Procedures, Auditing, Billing, Accounts Payable, and Financial Analyses.

3. Meetings. If requested by the Mayor, the Accountant shall attend the scheduled Town Council meeting.

4. Indemnification. To the extent permitted by applicable law, the Town agrees to defend, hold harmless, and indemnify Accountant from any demand, claim, suit, action, judgment, and any legal proceeding brought against Accountant in the Accountant's individual or official capacity as a volunteer employee, provided that the basis for the legal proceeding relates to an act or omission of the Accountant, as an employee or volunteer of the Town, acting within the course and scope of the Accountant's employment or volunteer work with the Town. However, the Accountant is not entitled to any indemnity rights provided in Section 4 if it is established that the Accountant committed official misconduct, a willful or wrongful act or omission, an omission constituting gross negligence, or a bad faith act. Additionally, the indemnity rights provided in Section 4 do not cover any costs, fees, expenses, or damages that are recoverable or payable under an insurance contract, held

either by the Town or by the Accountant. The Accountant's legal counsel must be selected with the mutual agreement of the Accountant and the Town if that legal counsel is not also the Town's legal counsel. If the legal defense is provided through insurance coverage, the Accountant's right to agree to legal counsel provided will depend on the terms of the applicable insurance contract. The provisions of this Section 4 survive the termination, expiration, or other end of this Agreement and the Accountant's employment with the Town.

5. Salary. Accountant is operating as a volunteer employee and receives no monetary compensation. Accountant shall qualify as an employee pursuant to Utah Code section 63G7 entitled to all protections 102(3) (2019) and shall be afforded thereby by the Governmental Immunity Act of Utah.

6. Severability. If any part of this Agreement exceeds the authority provided by law or violates the limitations imposed by law, the Agreement must be construed and modified accordingly, but the remainder of the Agreement must remain in full effect.

7. Waiver. A party's waiver of any breach of this Agreement must not constitute a waiver of any other breach. Forbearance or omission by a party in enforcing any of its remedies breach will not constitute a waiver of any of that party's remedies.

8. Binding Nature of Agreement. This Agreement is binding on the Town and the Accountant, as well as their heirs, assigns, executors, personal representatives, and successors in interest.

9. Dispute Resolution. Any dispute relating to this Agreement must first be submitted to mediation. The parties must jointly appoint an acceptable mediator. The Town agrees to pay the full cost of mediation. If mediation fails, either party may then seek court relief.

10. Applicable Law. This Agreement must be governed by and construed in accordance with the laws of Utah.

11. Integration. This Agreement sets forth and establishes the entire understanding between the Town and the Accountant relating to the Accountant's employment. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement.

RESOLVED this 17th day of March, 2022.

TOWN OF APPLE VALLEY

ATTEST:

Jenna Vizcardo, Town Recorder

Council Member Kevin Sair voted	_____
Council Member Andy McGinnis voted	_____
Council Member Robin Whitmore voted	_____
Council Member Barratt Nielson voted	_____
Mayor Mason Walters voted	_____