

**AGREEMENT**

This Agreement is made and entered into by and between Utah County, a political subdivision of the State of Utah, with its office located at 100 East Center Street, Provo, Utah 84606, hereinafter referred to as COUNTY and CITY OF CEDAR HILLS, located at 3925 West Cedar Hills Drive, Cedar Hills, Utah, 84062, hereinafter referred to as CITY.

**RECITALS**

WHEREAS, the Board of County Commissioners, Utah County, Utah has adopted policy guidelines and procedures for approving applications for Utah County Community Activities Fund grants which comply with the provisions of Title 59, Chapter 12, Part 6, Utah Code Annotated, 1953 as amended, and

WHEREAS, COUNTY has reviewed the Utah County Community Activities Grant application submitted by CITY and has determined that CITY should be awarded a Utah County Community Activities Grant;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, it is agreed by and between COUNTY and CITY as follows:

1. COUNTY hereby agrees to make a Utah County Community Activities Grant to CITY in an amount not to exceed \$5,587.11, through funds derived from the Tourism, Recreation, Cultural and Convention Facilities Tax of the County of Utah for development of CITY'S Bayhill Trailhead Park.

2. CITY hereby agrees that the grant received from COUNTY shall be used exclusively in funding the above-mentioned project.

3. The parties agree that all funds granted by COUNTY to CITY shall be given only for documented reimbursable costs incurred by CITY for the purpose stated above, and that payments by COUNTY to CITY will be made only upon presentation by CITY to COUNTY of appropriate receipts or other permitted documentation of reimbursable costs made by CITY. Presentation of all said appropriate receipts or other permitted documentation shall be made to COUNTY prior to October 31, 2015. No reimbursement for any costs submitted after October 31, 2015 will be made by COUNTY to CITY.

4. CITY also agrees that all publicity generated by CITY for the above-mentioned approved project shall display the language, "Sponsored in part by the Utah County Community Activities Fund."

5. The parties agree that COUNTY by virtue of this Agreement is making a grant only to CITY and is not responsible for any actions of CITY, or any other entity, in the construction of the project and the completion of the project stated above.

6. It is agreed by the parties that COUNTY may audit the records of CITY concerning the above-mentioned approved project at any time.

7. It is agreed by the parties that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah.

8. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement

9. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

DATED this 9<sup>th</sup> day of June, 2015.

BOARD OF COUNTY COMMISSIONERS  
UTAH COUNTY, UTAH

Larry A. Ellertson  
LARRY A. ELLERTSON, Chairman

ATTEST:  
Bryan E. Thompson  
Utah County Clerk/Auditor

By: [Signature]  
Deputy

APPROVED AS TO FORM:  
Jeffrey R. Buhman  
Utah County Attorney

By: Deanne R. Orcutt  
Deputy

DATED this 2<sup>nd</sup> day of July, 2015.

CITY OF CEDAR HILLS  
By: [Signature]  
Mayor

ATTEST:  
By: Chleen A. Mulvey

