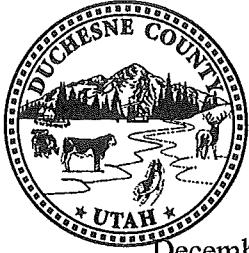


11/19/15



DUCHEсне COUNTY COMMISSION

Ronald Winterton, Chairman; Gregg Todd, Member; Ken Burdick, Member
PO Box 270
Duchesne, Utah 84021-0207
Phone (435) 738-1100
Fax (435) 738-5522

December 22, 2015

Vaun Ryan, Mayor
Roosevelt City
255 South State Street
Roosevelt, Utah 84066

Dear Mayor Ryan:

The Duchesne County Commission has approved "Revitalization" funding for Roosevelt City as follows: **Assist with the construction of a new recreational swimming pool - \$250,000.00.** Enclosed you will find copies of an inter-local agreement for your 2016 project. Please have the appropriate individual sign for the entity, (Mayor, Chairman, or President); witness should be signed by a clerk, financial officer, or someone within the same entity. Retain one copy for you and return the other to Laurie Brummond, 330 East 100 South, Roosevelt, Utah 84066. **This will need to be completed before you will receive a reimbursement.**

In addition to returning the above as soon as possible the following items are a reminder for this project:

- I. The entity will be required to incur the expense, and then be reimbursed by the County. In order for the Revitalization reimbursement to be approved a copy of the **invoice and check** will be required. A maximum of two checks will be issued for reimbursements, after that you will be charged fifty dollars (\$50.00) for every check.
- II. You will need to expend your allocation in a timely manner. If you can't, you will not be allowed to receive new funding.

Please contact Laurie Brummond at 722-4518 if you need assistance or clarification. All **invoices and checks** need to be submitted to her at - 330 East 100 South, Roosevelt, Utah 84066, or fax them to 722-4890. Thank you.

Sincerely,

Ron Winterton, Chairman
Duchesne County Commission

Enclosure

THIS AGREEMENT entered into this **November 19, 2015**, by and between **Duchesne County** a body politic of the state of Utah, hereinafter referred to as "Contractor," and **Roosevelt City** also a body politic of the state of Utah hereinafter referred to as "Subcontractor."

WITNESSETH:

WHEREAS, Contractor will enter into a Contract Agreement with the Subcontractor, hereinafter referred to as the "Revitalization Agreement," and

WHEREAS, Contractor desires to subcontract with Subcontractor to provide said project as outlined:

Scope of Work: Roosevelt City – Construction

Assist with the construction of a new recreational swimming pool

WHEREAS, the Subcontractor desires to perform the project for Contractor as outlined, upon the following terms and conditions:

Contract Period: Commencing on 11-19-2015 and terminating on 12-31-2020

Contract Costs: Subcontractor will be paid a maximum of \$250,000.00

NOW, THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the parties hereto agree as follows:

1. Subcontractor agrees to abide by all of the terms and conditions and perform all of the responsibilities and obligations of the Revitalization Contract. A copy of said Revitalization Contract, which is incorporated herein and by this reference made a part hereof, shall be made available to Subcontractor upon written request.
2. Contractor hereby agrees to pay to Subcontractor such funds as it may receive, and shall make available all rights, privileges and responsibilities Contractor may have under the Revitalization Contract, subject to Subcontractor's full performance of the terms and conditions hereof.
3. Subcontractor shall provide the services set forth in the scope of work, and in doing so shall, in addition to the requirements of Scope of Work above, perform according to the provisions of the attached Standard Terms and Conditions, any Additional Terms and Conditions; and other, Performance Requirements Established by Contractor, if any. A copy of each Attachment is attached hereto and by this reference made a part hereof.
4. Subcontractor acknowledges that Contractor, as a condition of receiving a Revitalization Contract, has agreed to hold the state of Utah harmless from such

claims, damages, loss or injury as the state may suffer in the event Contractor fails to comply with the terms of the Revitalization Contract. Recognizing that default by Subcontractor in performance of the terms and conditions of this Agreement may result in default by Contractor in its obligations to state of Utah under the Revitalization Contract. Subcontractor hereby agrees to hold Contractor harmless from any and all such claims, damages, loss, or injury as Contractor may suffer as a result of Subcontractor's failure to comply with the terms and conditions of this Agreement.

WHEREFORE, the parties have signed this Contract the day and year first above written.

CONTRACTOR

Duchesne County
By: *Ron Winterton*
Title: Ron Winterton, Chairman
Duchesne County Commission

SUBCONTRACTOR

Roosevelt City
By: *David Ryan*
Title: *Mayor*

Witness: *[Signature]*
Title: *City Manager*