AGREEMENT

This Agreement, made and entered into this _______ day of November, 2020, by and between SEVIER COUNTY, a political body of the State of Utah, and hereinafter referred to as “County”, and the SEVEN COUNTY INFRASTRUCTURE COALITION, a political subdivision of the state of Utah, and hereinafter referred to as the “Coalition”.

WHEREAS, Sevier County is a member of the Seven County Infrastructure Coalition; and,

WHEREAS, The Coalition is tasked to assist member counties with infrastructure development and strategic planning; and,

WHEREAS, The Coalition is providing funds for studies in Sevier County; and,

Whereas, Sevier County applied for and received funds with the state of Utah as result of the passage of Senate Bill 95 during the 2020 General Session of the Utah Legislature.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein it is hereby agreed as follows:

1. The purpose of this agreement is for the Coalition, with the input and assistance of Sevier County, to direct a study with a consulting firm to analyze the Salina City industrial as a multi-modal transportation hub and to analyze other areas within the Coalition for the same purposes.

2. Sevier County will provide $25,000.00 to the Coalition for costs of the study and the Coalition will provide the balance of the funding for the consulting firm and resultant study.

3. The Coalition will provide a final written report to Sevier County on recommendations by the consulting firm. As there will be no other property produces as a result of this Agreement, there will be no disposal of property by either party hereto.

4. The term of this Agreement shall expire on December 31, 2021, or the provision of the final written report by the consulting firm, whichever is sooner.

Notwithstanding, the termination of this Agreement, the parties shall be
responsible to pay all obligations incurred prior to termination in the proportion set forth in paragraph 2 above.

5. Each party may withdraw at any time upon 30 days prior written notice. Notwithstanding the withdrawal of a party, such party shall be responsible to pay all obligations incurred prior to withdrawal in the proportion set forth in paragraph 2 above.

6. Not interlocal entity is to be created by this Agreement.

Executed this ________ day of November 2020

SEVIER COUNTY
By: ______________________________

ATTEST
__________________________________________(SEVIER COUNTY SEAL)
Sevier County Clerk

__________________________________________
Sevier County Attorney approved as to form and compliance

SEVEN COUNTY INFRASTRUCTURE COALITION
By: ______________________________

ATTEST
__________________________________________(SEVEN COUNTY SEAL)
Seven County Attesting

__________________________________________
Seven County Attorney approved as to form and compliance