

## PAYSON CITY GRANT AGREEMENT

This Grant Agreement (“Agreement”) is entered into this 21st day of February, 2024 by and among Payson City Corporation, a Utah municipal corporation, (“Grantor”), Corey D. & Kimikae Jones (“Property Owners”), and Tyler Jones (“Grantee”) for the use to enhance public access, complete rear façade repair, and install signage for the building located at 20 S. Main, Payson, Utah 84651.

Acceptance of this Agreement is indication of the Grantee’s willingness to conduct the project in conformance with the following terms and conditions.

- 1. Grant and Budget.** Grantor has awarded a grant to Grantee in the amount of \$10,000.00 for the purposes stated in Section 2 (“Grant”). This Grant is an 80/20 split; thus, Grantee must provide at least 20% of the overall project cost in the amount of \$2,000.00 for a project total of at least \$12,000.00. Grantee is responsible for any costs in excess of grant amount and required match.
- 2. Use of Grant Funds.** Grantee shall use the Grant solely for the following purposes (“Grant Project”):

The Grant award may only be used to enhance public access, complete rear façade repair, and install signage during the reconstruction of Main Street 2024. All front façade reconstruction by the Grantee may apply for the HUD Community Development Block Grant Program for additional funds.

Project Scope of Work including any additional required documentation is as follows:

- Replace rear exterior door with new full glass door.
- Replace windows at back entry.
- Install soffit and fascia under back overhang.
- Frame and finish new pillars with rock and stucco.
- Replace motion light.
- Weld cross bar for sign support.
- Install new non-illuminated aluminum sign.

Any changes in the purposes of the Grant Project must be approved by Grantor in advance and in writing. Grantee should contact Payson City by email to [jills@payson.org](mailto:jills@payson.org) or by calling 801.465.5233 to discuss any proposed changes to the Grant Project.

Grant must be used to achieve the Grant Project as described above and attached and as otherwise outlined in the Grantee’s underlying Grant Program Application (“Application”) and the work, services, and deliverables described therein.

- 3. Funding Documentation.** Grantee shall deliver to Grantor all the following items prior to Grantor disbursing any grant installment, which are incorporated by reference into this Agreement.

- a) A completed Grant Program Application;
- b) A completed Building Permit and/or Sign Permit Application(s) signed by a licensed contractor and required inspections;
- c) A certificate of insurance confirming coverage (see Section 16);
- d) A completion report with project completion including copies of final invoices and cleared payments to contractor and lien waivers.

**4. Schedule.** Upon Completion of the Grant Project, Grantor shall transfer all necessary approvals of the site plan and building permit and a completion report of the funds to the Grantee as an 80/20 reimbursement and up to the maximum of \$10,000.00. The project must be completed within one (1) year of signing this Agreement to be eligible for reimbursement.

**5. Continued Maintenance, Repair and Administration Requirement.** Grantee agrees to assume, after the completion of the Grant Project, the total cost of continued maintenance, repair, and administration of the property.

**6. Inspections.** Grantee agrees to permit representatives of the Grantor, with reasonable notice, to inspect the Grant Project to ensure that the work is progressing as planned and that the Grant is being used for the purposes stated herein. Grantee also agrees to allow reasonable access to the Grant Project site for consultants and contractors engaged by the Grantor for the Grant Project.

**7. Representations and Warranties.** Grantee hereby represents and warrants the following:

- a) if Grantee is a non-profit organization, that Grantee is a tax-exempt organization pursuant to Section 501(c)(3) of the Internal Revenue Code (“Code”) and is in good standing, or a government entity;
- b) if Grantee is an individual, that Grantee shall personally assume all legal, fiscal, and oversight responsibility for all obligations of Grantee under this Agreement;
- c) if Grantee has previously received financial assistance from Grantor, that all grant requirements were satisfied or are current as of the date of this Agreement;
- d) that the representative executing this Agreement has the power and authority to bind the Grantee to the terms stated herein.

**8. Breach.** Failure to comply with the terms and conditions of this Agreement shall nullify the Grant with the expectation that funds will not be paid by the grantor, including, without limitation, any failure to:

- a) meet the deadlines and submittal of related forms as specified in this Agreement;
- b) obtain the Grantor’s written approval of any proposed changes in use of Grant before implementation; or
- c) complete the Grant Project as described in Section 2 and attachments

In the event that Grantee violates or fails to carry out any provision of this Agreement, Grantor may, in addition to any other legal remedies, not pay the Grant.

**9. Indemnification and Hold Harmless.** The Grantee hereby agrees to defend, indemnify, and hold harmless Grantor, its officers, employees, members, participants, representatives, or agents, from any act or omission of the Grantee, its officers, employees, members,

participants, representatives, or agents (a) against third party claims for damages arising from one or more identified activities carried out in connection with this Agreement, and (b) for damage or loss to property resulting from such an activity. This obligation shall survive the termination of this Agreement.

- 10. Insurance.** The Grantee hereby agrees to maintain the following insurance policies throughout the term of this Agreement related to the Grant Project: (a) public and employee liability insurance with a minimum limitation of one million dollars (\$1,000,000) per person for any one claim, and an aggregate limitation of three million dollars (\$3,000,000) for any number of claims arising from any one incident. The policies shall name Payson City as an additional insured. Such policies to pay Payson City the full value for all damage to the lands or other property of Payson City caused by Grantee, its officers, employees, members, participants, representatives, or agents and to provide workers' compensation protection to the Grantee, its officers, employees, members, participants, representatives, or agents.
- 11. Compliance with Laws, Etc.** Grantee hereby agrees to comply with all laws, statutes, ordinances, orders, rules, or regulations applicable to Grantee, Grantee's business, Grantee's organization, or the Grant Project.
- 12. Force Majeure.** Either party may terminate or suspend its obligations under this Agreement if substantial performance of such obligations is delayed, prevented, or rendered impractical by an event beyond the party's reasonable control and without its fault or negligence, including, but not limited to: acts of God, acts of war or the public enemy, terrorism, fires, floods, epidemics, quarantine restrictions, strikes (other than own employees), freight embargoes and unusually severe weather, laws, regulations or orders of governmental authorities, curtailment of transportation facilities, or other emergency making it illegal, impossible, or impractical to perform this Agreement as planned.
- 13. Assignment.** This Agreement may not be assigned by the Grantee without the prior written approval of the Grantor.
- 14. Governing Law.** This Agreement is made in and will be governed by the laws of Utah.
- 15. Entire Agreement.** This Agreement supersedes any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified except in a written document signed by both parties hereto.

**SIGNATURES ON FOLLOWING PAGE**

By signing and returning this Agreement, Grantee acknowledges that this Grant will be used expressly for the purposes described herein and is subject to the conditions contained herein.

\_\_\_\_\_  
William R. Wright  
Payson City Mayor

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Kim E. Holindrake  
Payson City Recorder

**AGREED AND ACCEPTED**

\_\_\_\_\_  
Corey D. Jones, Property Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kimikae Jones, Property Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tyler Jones, Grantee  
The Insurance Center of Utah  
20 S. Main, Payson, Utah 84651

\_\_\_\_\_  
Date

State of UTAH            )  
                                  §  
County of UTAH        )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, personally appeared before me, COREY D. JONES, the signer of the foregoing instrument, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who duly acknowledged to me that he/she did execute the same.

\_\_\_\_\_  
Notary Public

State of UTAH        )  
                              §  
County of UTAH     )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me, KIMIKAE JONES, the signer of the foregoing instrument, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who duly acknowledged to me that he/she did execute the same.

\_\_\_\_\_  
Notary Public

State of UTAH        )  
                              §  
County of UTAH     )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me, TYLER JONES, the signer of the foregoing instrument, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who duly acknowledged to me that he/she did execute the same.

\_\_\_\_\_  
Notary Public