

**MEMORANDUM OF UNDERSTANDING BETWEEN THE UTAH COUNTY SHERIFF’S OFFICE AND SANTAQUIN CITY REGARDING PROSPECTOR VIEW PARK**

This Memorandum of Understanding (“MOU”) is entered into on the last date listed below between the Utah County Sheriff’s Office (“UCSO”) and Santaquin City (“CITY”) regarding the law enforcement patrol of Prospector View Park and Trailhead (“Park”), located at South Canyon Road, Santaquin, Utah 84655.

WHEREAS, CITY owns property located at the address described above with the Park located at the same; and

WHEREAS, portions of the Park and its corresponding trail system cross onto land patrolled by UCSO; and

WHEREAS, CITY desires to provide increased law enforcement for the Park and trail system to better protect its property and the citizens who recreate at the Park.

NOW THEREFORE, the UCSO and CITY agree as follows:

UCSO hereby authorizes CITY to provide additional law enforcement services on the property currently patrolled by UCSO at and around the Park. CITY shall use its best efforts to communicate and coordinate the provision of law enforcement services at the Park with the USCO. CITY shall provide these services for good and valuable consideration, the receipt of such is acknowledged by both parties. UCSO shall maintain primary law enforcement authority under this Agreement. Either party may cancel this MOU at any time upon written notice to the other. Both parties are governmental entities subject to the Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101, et seq., as amended. By entering into this MOU, neither party waives by this MOU any defenses or limits of liability available under the Governmental Immunity Act of Utah, or any other applicable federal, state, or common law. Nothing in this MOU shall be construed as an assumption of any duty for the benefit of any third-party. Subject to, and without waiving any immunities under applicable federal, state, or common law, including those described above, each party shall assume and retain liability and responsibility for the claims, losses, damages, injuries, or other liabilities arising out of the acts, omissions, or negligence of its own officers, employees, agents, and contractors in an amount not to exceed the damage limits in Utah Code Ann., Section 63G-7-604, as amended.

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Santaquin City

\_\_\_\_\_  
Date

DocuSigned by:  
*Mike Smith*  
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\_\_\_\_\_  
Utah County Sheriff

\_\_\_\_\_  
07/31/2024  
\_\_\_\_\_  
Date

DocuSigned by:  
*Brandon B. Gordon*  
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Utah County Commission Chair

\_\_\_\_\_  
07/31/2024  
\_\_\_\_\_  
Date