

JENNY WILSON
Salt Lake County Mayor

Robin Chalhoub
Interim Department Director
Community Services

MARTIN JENSEN
Division Director
Parks & Recreation

Salt Lake County
Government Center
2001 S. State Street
Suite S4-700
(385) 468-1800

MEMORANDUM

TO: Robin Chalhoub

FROM: Martin Jensen

DESCRIPTION: Agreement with the Magna Metro Township for funds to the development Phase 5 of the Utah & Salt Lake Canal Trail

DATE: 2 May 2023

Dear Robin,

As you know, part of our mission is to plan and develop a countywide regional trail network, and this includes working with other municipalities to secure right-of-way, plan, design and build the regional trails that traverse their jurisdiction.

One such trail is the Utah & Salt Lake Canal Trail. This north/south regional trail begins at the in Bluffdale at approximately 15000 South, and extends northwesterly through several cities, and terminating at Magna Copper Park in the Magna Township.

Magna is supporting the project since the trail is identified in their General Plan and as such have agreed to contribute \$162,000.00 to the project.

The attached interlocal agreement notes this contribution amount to the projects and outlines the conditions for said funds.

As such, we respectfully request you review and sign the agreement and forward it to the County Council for consideration via a resolution also attached here in.

Thank you,


Martin Jensen
Division Director

Enclosure: Interlocal agreement with Magna Metro Township

An Interlocal Cooperation Agreement between the Magna Metro Township and Salt Lake County for funding a portion of the Construction of the Utah and Salt Lake Canal Trail.

THIS INTERLOCAL COOPERATION AGREEMENT (“Agreement”) is between **SALT LAKE COUNTY** (“County”) and the **MAGNA METRO TOWNSHIP** (“Township”). The County and the Township may each be referred to herein as a “Party” and collectively as the “Parties.”

- A. The County’s master plan includes the design and construction of trail running alongside the Utah and Salt Lake Canal from approximately 3570 South 8000 West to 2600 South 8990 West (the “Trail”).
- B. The County has secured funding through a grant from the State of Utah Department of Transportation, but the grant requires a monetary match from the County and their partners.
- C. Township has agreed to assist County with the match by providing \$162,000.00 to be used for the design and construction of the Trail (the “Project”).
- D. The Parties are “public agencies” as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.* (the “Cooperation Act”), and, as such, are authorized by the Cooperation Act to enter into this Agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers.

The Parties agree as follows:

- 1. Within 30 days of the Effective Date, Township will transfer \$162,000.00 (“Funds”), by sending a check to the County. County will use the Funds only for work to complete the Project.
- 2. This Agreement takes effect on the date the Agreement is signed by the last Party to sign (“Effective Date”) and terminates upon performance by the Parties.
- 3. The Parties agree that the actions this Agreement requires are for the mutual benefit of the Parties and that no further consideration is contemplated.
- 4. The following provisions are also integral parts of this Agreement:
 - a. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.
 - b. Captions. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope, or interpretation of any of the terms or provisions of this Agreement or the intent hereof.
 - c. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.
 - d. Severability. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable, or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.

- e. Waiver of Breach. The rights and remedies of the Parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law.
- f. Cumulative Remedies. The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law.
- g. Amendment. This Agreement may not be modified except by an instrument in writing signed by the Parties hereto.
- h. Time of Essence. Time is the essence of this Agreement.
- i. Interpretation. This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.
- j. Notice. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within three (3) days after such notice is deposited in the United State mail, postage prepaid and certified, and addressed to the Parties at their respective addresses set forth above.
- k. No Interlocal Entity. The parties agree that they do not by this Agreement create an interlocal entity.
- l. Joint Board. As required by Utah Code Ann. § 11-13-207, the Parties agree that the cooperative undertaking under this Agreement shall be administered by a joint board consisting of the County's designee and the Township's designee. Any real or personal property used in the Parties' cooperative undertaking herein shall be acquired, held, and disposed of as determined by such joint board.
- m. Financing Joint Cooperative Undertaking and Establishing Budget. There is no financing of joint or cooperative undertaking and no budget shall be established or maintained.
- n. Manner of Acquiring, Holding, or Disposing of Property. The real property will be acquired, held, or disposed of pursuant to this Agreement and unless agreed to herein shall not be used in a joint or cooperative undertaking.
- o. Exhibits and Recitals. The Recitals set forth above and all exhibits (if any) to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.
- p. Attorney Review. This Agreement shall be submitted to the authorized attorneys for the County and the Township for approval in accordance with Utah Code Ann. § 11-13-202.5.
- q. Copies. Duly executed original counterparts of this Agreement will be filed with the keeper of records of each Party, pursuant to Utah Code Ann. § 11-13-209.
- r. Governmental Immunity Act. The Parties are both governmental entities under the Utah Governmental Immunity Act (the "Act"), Utah Code Ann. § 63G-7-101. Consistent with the terms of the Act, and as provided herein, it is mutually agreed that each Party is

responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officers or employees. Neither Party waives any defenses otherwise available under the Act nor does any Party waive any limits of liability currently provided by the Act.

The Township and Salt Lake County have executed this AGREEMENT.

SALT LAKE COUNTY:

MAGNA METRO TOWNSHIP:

By: _____
Jennifer Wilson or Designee

By: Dan W. Reay

Its: Mayor

Dated: _____

Dated: 4-25-23

Approved by:

Attest:

Division of Parks and Recreation:

Magna Metro Township Recorder

By: M. Hufers

By: Lannie K. Chapman

Reviewed as to Form and Legality:

Approved as to Form and Legality:

SALT LAKE COUNTY
DISTRICT ATTORNEY:

MAGNA METRO TOWNSHIP ATTORNEY

David A. Johnson
13:48:28 2023.03.01
By: _____
Deputy District Attorney



By: Paul H. Ashton
Attorney

**SALT LAKE COUNTY COUNCIL
RESOLUTION**

RESOLUTION NO. _____

DATE _____

**RESOLUTION APPROVING EXECUTION OF AN
INTERLOCAL COOPERATION AGREEMENT MADE WITH
MAGNA METRO TOWNSHIP FOR THE TRANSFER OF
\$162,000.00 TO SALT LAKE COUNTY FOR THE DESIGN
AND CONSTRUCTION OF A TRAIL**

THE LEGISLATIVE BODY OF SALT LAKE COUNTY RESOLVES AS FOLLOWS:

- A. Salt Lake County (“County”) maintains a master plan for parks and recreation projects within the County.
- B. The County’s plan includes the design and construction of a trail running alongside the Utah and Salt Lake Canal from approximately 3570 South 8000 West to 2600 South 8990 West (the “Trail”).
- C. The County has secured funding through a grant from the State of Utah Department of Transportation, but the grant requires a monetary match from the County and its partners.
- D. Magna Metro Township (“Township”) has agreed to assist County with the match by providing \$162,000.00 to be used for the design and construction of the Trail (the “Project”).
- E. Pursuant to the Interlocal Cooperation Act, UTAH CODE § 11-13-101, et seq., the parties desire to enter into an Interlocal Cooperation Agreement to describe and delineate the scope of their mutual cooperation as to the matters addressed herein.

NOW THEREFORE, be it resolved by the Salt Lake County Council that the Interlocal Cooperation Agreement with Magna Metro Township for the transfer of \$162,000.00 from Magna Metro Township to Salt Lake County for use by Salt Lake County to complete the Project is approved and the Salt Lake County Mayor is hereby authorized to execute the same.

APPROVED and ADOPTED this ____ day of _____, 2023.

SALT LAKE COUNTY COUNCIL:

By _____, Chair

ATTEST:

Lannie Chapman
County Clerk

Reviewed as to form and legality:

David A. Johnson
13:48:43 2023.03.01
'00'07- 

Deputy District Attorney

VOTING

- Council Member Alvord _____
- Council Member Bradley _____
- Council Member Bradshaw _____
- Council Member Stewart _____
- Council Member Granato _____
- Council Member Harrison _____
- Council Member Stringham _____
- Council Member Theodore _____
- Council Member Winder-Newton _____