



**JENNY WILSON**  
Salt Lake County Mayor

December 7, 2022

**Robin Chalhoub**  
Department Director  
Community Services

Martin Jensen, Division Director  
Salt Lake County Parks & Recreation  
2001 South State Street  
Salt Lake City, Utah 84190

**MARTIN JENSEN**  
Division Director  
Parks & Recreation

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

Dear Martin:

Salt Lake County Parks & Recreation Division has received a grant from Utah Department of Transportation to complete a section of the Utah and Salt Lake Canal Trail between Midway Drive (4130 West) to 2200 West 6400 South in the amount of \$2.72M. We have requested local matching funds from Kearns Metro Township in the amount of \$60,000 to be used in the design and construction of the trail. Trail design will begin in early 2023 with construction in summer/fall 2023. This is a regional trail in partnership with UDOT, Salt Lake County, Taylorsville City and Kearns Metro Township.

Sincerely,

A handwritten signature in black ink that reads 'Madeline Francisco-Galang'.

Madeline Francisco-Galang  
Park Development Project Manager

**An Interlocal Cooperation Agreement between the Kearns 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 **KEARNS 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 Midway Drive (4130 West) to 2200 West 6400 South (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 \$60,000.00 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 \$60,000.00 (“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:**

By: \_\_\_\_\_  
Jennifer Wilson or Designee

Dated: \_\_\_\_\_

**KEARNS METRO TOWNSHIP:**

By: \_\_\_\_\_  
Kelly F. Bush  
Digitally signed by Kelly F. Bush  
Date: 2022.12.05 14:36:37 -07'00'

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

**Approved by:**

Division of Parks and Recreation:

By: \_\_\_\_\_  



**Attest:**

Kearns Metro Township Recorder

By: \_\_\_\_\_  
Sherrie Swensen  
Digitally signed by Sherrie Swensen  
Date: 2022.12.05 17:45:11 -07'00'

**Reviewed as to Form and Legality:**

SALT LAKE COUNTY  
DISTRICT ATTORNEY:

By: \_\_\_\_\_  
David A. Johnson  
09:30:48 2022.11.23 '00'07-  
  
Deputy District Attorney

**Approved as to Form and Legality:**

KEARNS METRO TOWNSHIP ATTORNEY

By: \_\_\_\_\_  
Nathan Bracken  
Digitally signed by Nathan Bracken  
Date: 2022.12.05 13:37:10 -07'00'  
Attorney