

JENNY WILSON

Salt Lake County Mayor

October 20, 2022

Robin Chalhoub

Department Director
Community Services

MARTIN JENSEN

Division Director
Parks & Recreation

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

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 Taylorsville City in the amount of \$140,000 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,



Madeline Francisco-Galang
Park Development Project Manager

An Interlocal Cooperation Agreement between the City of Taylorsville 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 **CITY OF TAYLORSVILLE** (“City”). The County and the City 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. City has agreed to assist County with the match by providing the \$140,000.00 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, City will transfer \$140,000.00 (“Funds”) to the County to fund the Project. 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 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 City'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 City 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.

The City and Salt Lake County have executed this AGREEMENT.

SALT LAKE COUNTY:

By: _____
Jennifer Wilson or Designee

Dated: _____

CITY OF TAYLORSVILLE:

By: Kristen S. Owers

Its: Mayor

Dated: 9/30/2022

Approved by:

Division of Parks and Recreation:

By: [Signature]


Attest:

City of Taylorsville Recorder

By: [Signature]

Reviewed as to Form and Legality:

SALT LAKE COUNTY
DISTRICT ATTORNEY:

By: David A. Johnson
16:55:11 2022.10.17
'00'06- 
Deputy District Attorney

Approved as to Form and Legality:

ATTORNEY FOR CITY OF TAYLORSVILLE

By: [Signature]
Attorney

**SALT LAKE COUNTY COUNCIL
RESOLUTION**

RESOLUTION NO. _____

DATE _____

**RESOLUTION APPROVING EXECUTION OF AN
INTERLOCAL COOPERATION AGREEMENT MADE WITH
CITY OF TAYLORSVILLE FOR THE TRANSFER OF
\$140,000.00 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 trail running alongside the Utah and Salt Lake Canal from approximately Midway Drive (4130 West) to 2200 West 6400 South (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. City of Taylorsville (“City”) has agreed to assist County with the match by providing \$140,000.00 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 for the transfer of \$140,000.00 from City of Taylorsville 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 _____, 2022.

SALT LAKE COUNTY COUNCIL:

By _____
Laurie Stringham, Chair

ATTEST:

Sherrie Swensen
County Clerk

Reviewed as to form and legality:

David A. Johnson
16:54:00 2022.10.17
'00'06-



Deputy District Attorney

VOTING

Council Member Alvord _____
Council Member Bradley _____
Council Member Bradshaw _____
Council Member DeBry _____
Council Member Granato _____
Council Member Snelgrove _____
Council Member Stringham _____
Council Member Theodore _____
Council Member Winder-Newton _____