



## Interpretive Signs for the Jordan River Trail on Salt Lake County property

### Executive Summary

The Jordan River Foundation (JRF) is donating three interpretive signs to be placed along the Jordan River Trail in the Meadowbrook Nature Area (3300 South to 3900 South). An agreement for the signs to be placed on County property has been prepared, approved as to form by the District Attorney, and signed by the JRF Board President. Also, the JRF has submitted the applicable Declaration of Gift form per County Policy 1006.

No funding is being requested, only that the agreement be fully executed and the gift accepted.

JENNIFER WILSON  
Salt Lake County  
Mayor

Holly Yocom  
Community Services  
Department Director

PARKS & RECREATION  
DIVISION

Martin Jensen  
Division Director

Salt Lake County  
Government Center  
2001 South State Street  
Suite S4 700  
Salt Lake City UT 84114

385 / 468-1800  
385 / 468-1799 fax

Thank you,

A handwritten signature in black ink, appearing to read 'Angelo Calacino'.

Angelo Calacino, AICP  
Park Development Project Manager

DECLARATION OF GIFT  
(OVER \$1,000)

I, Lynn G Larsen, irrevocably give, and where appropriate transfer, title to the property described below to Salt Lake County to become permanent property of Salt Lake County and to be administered in accordance with its established policies. I assign and transfer all rights, including any copyrights that I possess on these properties to Salt Lake County, without restrictions or conditions except those noted below under "Other provisions or restrictions".

Description of gift: The Jordan River Foundation is donating three 24" x 36" color plastic laminate signs with mounting brackets, two steel bases and hardware. The interpretive signs will be installed as part of the donation.

Value (estimated by the donor): Three signs are valued at \$9,000 with materials, design, fabrication & installation

Date of transfer of title and delivery: April 2020

Other provisions or restrictions: The signs will become the property of the County. The County will be responsible for care and maintenance of the signage.

Salt Lake County Parks & Recreation  
Department/Division Director or Elected Official

The Jordan River Foundation  
Donor

Date: MARCH 4th 2020

Address: 872 Woodruff Way  
S.L.C., Utah 84108-1460

Salt Lake County hereby accepts the above gift under the conditions specified within this Declaration of Gift form, but makes no judgment as to the value of the gift.

SALT LAKE COUNTY COUNCIL:

\_\_\_\_\_  
Chair Date

ATTEST:

\_\_\_\_\_  
Sherrie Swensen, County Clerk

## **DONATION AGREEMENT**

THIS DONATION AGREEMENT is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between Salt Lake County, a body corporate and politic of the State of Utah (“County”) and Jordan River Foundation, a Utah non-profit corporation (“JRF”). County and JRF will sometimes be referred to individually as “Party” and collectively as the “Parties.”

### **RECITALS**

WHEREAS, JRF is a non-profit organization that desires to contribute to the welfare of Salt Lake County residents by providing interpretive signage along the Jordan River trail in parcels owned by the County; and

WHEREAS, JRF will incur costs in installing interpretive signage along the Jordan River trail to help it achieve its goals.

WHEREAS, County values the Jordan River trail and desires to assist JRF in installing interpretive signs.

### **TERMS**

For good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Donation.** JRF is raising private funds for this program and applying for government grants to cover the cost of design, printing, and installation of signs. JRF will work closely with County to assure that the signs meet the interpretive needs of each location while maintaining a consistent design/look. Once funding is secured, location(s) are designated, and content, including draft text and photos, are ready, JRF will pay costs for final design work, printing, and installation of the sign(s) at the County’s designated location(s). The design would include the County’s logo with acknowledgement to JRF and the major donor(s) who request acknowledgement. JRF will not be responsible to pay the cost of the long-term maintenance, relocation, and removal of any improvements comprising the sign(s). JRF agrees to provide the following:

- a. Graphic design and editing of content for each sign.
- b. A 24”x36” color plastic laminate sign with mounting brackets for each sign.
- c. Two steel bases and mounting hardware for each sign.
- d. Electronic files of the signage graphics for the use of the County if signs need to be replaced, due to damage or theft. JRF hereby grants County ownership in, and all rights to, the graphics used on the signage.
- e. Installation of the sign(s), and repair and restoration of any County property damaged or altered during the installation.

- f. A 10-year manufacturer warranty which does not include coverage for vandalism or theft.
- g. JRF shall, in coordination with the County, ensure that signage meets all applicable zoning ordinance requirements, including acquisition of permits and payment of fees.
- h. JRF shall, in coordination with the County, ensure the signage meets all applicable state and federal requirements, including acquisition of permits and payment of fees.

2. **County Requirements.** County agrees to the following:

- a. Review the template created by JRF, and within a reasonable time, accept or reject the design in writing, in the County's sole discretion.
- b. Review the subject and content of the interpretive sign(s), and within a reasonable time, accept or reject the design in writing, in the County's sole discretion.
- c. Coordinate with the JRF to determine the appropriate location for the sign(s) on County-owned property.
- d. The sign(s) will become the property of the County and, as such, the County will be responsible for the care and maintenance of the sign(s) to ensure they remain in good physical condition.
- e. If at any time during the above period the County deems it necessary to change, move, or remove the sign(s), County will notify the JRF for input prior to taking such action.

3. **Independent Entities.** County and JRF are independent entities and no agency relationship is created hereby. Nor are any future obligations between the parties, other than those expressly addressed in this Donation Agreement, created hereby.

No agent, employee or servant of JRF or County is or shall be deemed to be an employee, agent or servant of the other party. None of the benefits provided by each party to its employees, including but not limited to worker's compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party. JRF and County shall each be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Donation Agreement. JRF and County shall each make all commercially reasonable efforts to inform all persons with whom they are involved in connection with this Donation Agreement to be aware that JRF is an independent entity from County.

4. **No Third-Party Beneficiaries.** Nothing in this Donation Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Donation Agreement.

5. **GRAMA.** JRF acknowledges that County is a governmental entity subject to the Utah Government Records Access Management Act ("GRAMA"), Utah Code Ann. §§ 63G-2-101, to - 901. As a result, County is required to disclose certain information and

materials to the public, upon request. JRF agrees to timely refer all requests for documents, materials and data in its possession relating to this Donation Agreement and its performance to County's Division of Parks and Recreation for response by the County.

6. **Assignment.** JRF shall not assign or transfer its duties of performance nor its rights under this Donation Agreement, without the prior written approval of County. County reserves the right to assert any claim or defense it may have against JRF and against any assignee or successor-in-interest of County.

7. **Counterparts.** This Donation Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the parties, notwithstanding that each of the parties are not signatory to the original or the same counterpart. Further, executed copies of this Donation Agreement delivered by facsimile shall be deemed an original signed copy of this Donation Agreement.

8. **Indemnification.** JRF agrees to indemnify, hold harmless and defend County and its respective members, officers, directors, agents and employees from and against any and all liabilities, damages, actions, costs, losses, claims and expenses (including attorney's fees) on account of personal injury, death, or damage to or loss of property or profits arising out of or resulting in whole or in part from any act, omission, negligence, fault or violation of law or ordinance by JRF or its members, employees, agents, contractors, guests and invitees.

9. **Term.** The term of this agreement shall commence upon signature by the parties and shall terminate five (5) years thereafter. The parties may agree in writing to up to two five-(5) year renewal terms. In no case shall the term together with any renewals be longer than fifteen (15) years from the date signed.

10. **Termination for Convenience.** County reserves the right to terminate this Agreement, in whole or in part, at any time during the Term or any Renewal Terms whenever County determines, in its sole discretion that it is in the County's interest to do so. If County elects to exercise this right, County shall provide written notice to JRF at least 30 (thirty) days prior to the date of termination for convenience. Upon such termination, JRF agrees that the County's termination for convenience will not be deemed a termination for default nor will it entitle JRF to any rights or remedies provided by law or this Agreement for breach of contract by the County or any other claim or cause of action.

JRF may terminate this agreement for convenience by providing County at least thirty (30) days written notice in advance of JRF's intent to terminate Services.

11. **Governmental Immunity:**

County is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), Utah Code Ann. §§ 63G-7-101 to -904

(2011). The parties agree that County shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.

**12. Non-Discrimination.** JRF and any agent of JRF agree that they shall comply with all federal, state and county laws, rules and regulations governing discrimination and they shall not discriminate in the engagement or employment of any professional person or any other person qualified to perform the services required under this Agreement.

**13. Donation Policy.** The parties understand that Salt Lake Countywide Policy 1006 applies, and the donation contemplated in this Donation Agreement must be processed under the policy.

IN WITNESS WHEREOF, the Parties have executed this Donation Agreement on the date and year first written above.

SALT LAKE COUNTY

JORDAN RIVER FOUNDATION

By: \_\_\_\_\_  
Mayor or Designee

By: [Signature]

Its: President

Date: \_\_\_\_\_

Date: March 4<sup>th</sup>, 2020

Division review:

By: [Signature]  
Director or Designee

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS 4<sup>th</sup>  
Day of March, 2020

APPROVED AS TO FORM:

David A.  
Johnson  
2020.03.03  
By: [Signature]  
'00'07- 08:37:40  
Deputy District Attorney

[Signature]  
MANDI MANGUM

