

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“**MOU**”) is entered into as of the date signed by the last party to sign, by and between WEBER COUNTY, a political subdivision of the State of Utah (the “**County**”), and OGDEN CITY CORPORATION, a Utah municipal corporation (the “**City**”). The County and the City may hereinafter be referred to collectively as the “**Parties**,” or individually as a “**Party**.”

WHEREAS, the City applied for an Active Transportation Project Grant through the State Active Transportation Program for use on the Ogden Canyon Shared Use Path located at the mouth of Ogden Canyon, Weber County, Utah (the “**Canyon Trail Project**”); and

WHEREAS, the City was awarded a grant of Two Million Four Hundred Thousand Dollars (\$2,400,000.00) (the “**State Commitment**”) pursuant to that certain State Aid Agreement for Local Agency Project dated March 16, 2022 (the “**State Aid Agreement**”); and

WHEREAS, as a condition to funding under the State Aid Agreement, the City must provide a matching contribution of Six Hundred Thousand Dollars (\$600,000.00) (the “**Local Commitment**”); and

The City has committed the sum of Two Hundred Thousand Dollars (\$200,000.00) to the Local Commitment to facilitate the Canyon Trail Project; and

WHEREAS, the Trails Foundation of Northern Utah has committed the sum of Two Hundred Thousand Dollars (\$200,000.00) to assist in funding the Local Commitment; and

WHEREAS, both Parties have an interest in ensuring adequate and increasing recreational activities within Ogden City and Weber County; and

WHEREAS, the County has expressed willingness to contribute the remaining Two Hundred Thousand Dollars (\$200,000.00) to satisfy the Local Commitment; and

WHEREAS, the Parties desire to memorialize the commitment of the Parties to and for the Canyon Trail Project.

NOW, THEREFORE, the Parties have reached the following understandings:

1. **Purpose**

- a. The Parties desire to memorialize and document each Party’s financial commitment in and to the Canyon Trail Project to ensure compliance with the State Aid Agreement in order to secure the State Commitment in and to the Canyon Trail Project.
- b. Both Parties understand and acknowledge the role of recreation within Ogden City, Weber County, Utah, and that further development of the Canyon Trail Project will solidify Ogden City, Weber County, Utah as a recreational hub, which projects to increase tourism and tax revenue.

2. Duration

This MOU shall become effective upon signature by both Parties. Each Party agrees to fund their commitment within thirty (30) days of executing this MOU.

3. Financial Commitments

- a. The State of Utah has committed, per the State Aid Agreement, Two Million Four Hundred Thousand Dollars (\$2,400,000.00) to the Canyon Trail Project. State funding shall be coordinated and administered by and through UDOT.
- b. As a condition precedent of funding, the State Aid Agreement requires a matching sum of Six Hundred Thousand Dollars (\$600,000.00) by the City or local agencies.
- c. Ogden City, Weber County, and the Trails Foundation of Northern Utah have each committed Two Hundred Thousand Dollars (\$200,000.00) to the Canyon Trail Project.
- d. Pursuant to the State Aid Agreement, the Local Commitment may be collected by UDOT in phases within thirty (30) days of execution of the State Aid Agreement; thus, time is of the essence regarding contribution of the financial commitments by the City and the County to ensure funds are available when requested by UDOT.
- e. The total commitment (i.e., State Commitment plus Local Commitment) to the Canyon Trail Project is Three Million Dollars (\$3,000,000.00) (the “**Total Commitment**”). Any costs or overages in excess of the Total Commitment shall be borne by the City, with potential cooperation with those parties contributing to the Local Commitment.

4. Management of Canyon Trail Project

The City shall manage the Canyon Trail Project through its Public Works and Engineering Divisions, including all day-to-day activities performed on the project. The City shall coordinate with UDOT on project funding.

5. General Terms

- a. Termination. Either Party may terminate this MOU at any time, for any reason or no reason. To terminate this MOU, a Party’s executive officer or body must provide written notice to the other Party’s executive officer or body, as well as to the other Party’s public works director or similar official. Termination is effective on the date the termination notice was sent, unless a different date is specified in said notice.
- b. Amendment. Any and all amendments to this MOU must be in writing, signed by both Parties.
- c. Governmental Immunity. Each Party retains all protections provided by the Governmental Immunity Act of Utah as set forth in UCA § 63G-7 *et. seq.*, and none of the provisions of that Act is waived by either party.

- d. Relationship of the Parties. The Parties do not, through this MOU, enter into any kind of joint enterprise or create an interlocal entity. Neither Party assumes responsibility of any kind for the other Party's employees or contractors.
- e. Governing Law. This MOU shall be governed by and construed in accordance with laws of the State of Utah.
- f. Counterparts. This MOU may be executed electronically or in one or more counterparts, each of which, when so executed, shall be deemed to be an original and all such counterparts shall together constitute and be one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this MOU on the date set forth opposite their respective signatures below.

CITY:

OGDEN CITY CORPORATION, a
Utah municipal corporation

Date: Apr 25, 2022

By: *Michael P. Caldwell*
Michael P. Caldwell, Mayor

Attest:

Liz Ann Peterson
City Recorder

APPROVED AS TO FORM:

[Signature]
City Attorney



COUNTY:

WEBER COUNTY

Date: _____

SCOTT K. JENKINS,
County Commission Chair

Commissioner Froerer voted _____
Commissioner Harvey voted _____
Commissioner Jenkins voted _____

Attest:
