

RESOLUTION NO. _____

DATE _____

RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING THE
NAMING RIGHTS AGREEMENT WITH NORTHROP GRUMMAN FOR THE
CLARK PLANETARIUM'S IMAX THEATRE AND THE SPACE
EXPLORATION GALLERY

RECITALS

A. Salt Lake County ("County") operates the Clark Planetarium (the "Planetarium");
and

B. County has recently renovated the exhibits in the Planetarium and

C. County desires the assistance of Northrop Grumman to fund continuing
operations of the Planetarium; and

D. County and Northrop Grumman desire that the Planetarium's IMAX Theatre and
Space Exploration Gallery be named the "Northrop Grumman IMAX Theatre" and "Northrop
Grumman Space Exploration Gallery", respectively; and

F County and Northrop Grumman have prepared the attached Agreement outlining
how they will work together to implement the financing and naming of the theatre and gallery.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council
that the attached Agreement is hereby approved; and the Mayor is hereby authorized to execute
the original of said authorized and approved Agreement, a copy of which is attached as Exhibit
1, and by this reference made a part of this Resolution.

[Signature Lines to Follow]

APPROVED and ADOPTED this _____ day of _____, 2022.

SALT LAKE COUNTY COUNCIL

By: _____
Laurie Stringham, Chair

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

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

Approved as to Form

Craig Wangsgard
Deputy District Attorney

EXHIBIT 1

County Contract No. _____
Taxpayer I.D. No. _____
District Attorney No. 22CIV000090

AGREEMENT
BETWEEN
SALT LAKE COUNTY
AND
NORTHROP GRUMMAN

This Agreement is effective as of the 9 day of April, 2022, by and between Salt Lake County, a body corporate and politic of the State of Utah (“County”), and Northrop Grumman Corporation (“Northrop Grumman”), a Delaware corporation, with a place of business in Brigham City, Utah. County and Northrop Grumman are sometimes referred to in this Agreement as the Parties.

RECITALS

- A. WHEREAS, County owns and operates the Clark Planetarium and the Space Exploration Gallery within it; and
- B. WHEREAS, County owns and operates the IMAX Theatre within the Clark Planetarium; and
- C. WHEREAS, Northrop Grumman desires to contribute funding for the operation of the County’s Clark Planetarium in exchange for the naming rights of both the Space Exploration Gallery on the third level of the Clark Planetarium and IMAX Theatre; and
- D. WHEREAS, County desires to enter into an agreement with Northrop Grumman in order to receive funding for Clark Planetarium from Northrop Grumman in exchange for these naming rights; and
- E. WHEREAS, it has been determined that the best interests of the residents of the County will be served by entering into such an Agreement with Northrop Grumman for these additional resources to fund the Clark Planetarium.

NOW, THEREFORE, in exchange for valuable consideration, including without limitation, the mutual covenants, agreements and representations contained in this Agreement, the receipt of which is acknowledged, County and Northrop Grumman, with the intent to be legally bound, covenant and agree as follows:

1. SCOPE OF SERVICES AND CONSIDERATION.

County agrees to grant naming rights to Northrop Grumman for the County's Space Exploration Gallery and IMAX theatre that are part of the County's Clark Planetarium and that the name of the County's Space Exploration Gallery will be changed to the "Northrop Grumman Space Exploration Gallery" and the county's IMAX Theatre will be referred to as the "Northrop Grumman IMAX Theatre." The County will acknowledge this name change in all marketing and advertising materials for the County's Space Exploration Gallery and IMAX Theatre.

In exchange for the naming rights described herein, Northrop Grumman will pay the County \$75,000.00 in cash and an annual in-kind donation of \$25,000.00 totaling \$100,000.00, as follows:

a. Northrop Grumman paid \$75,000.00 in cash prior to execution of this Agreement.

c. Northrop Grumman will provide to the County annual contributions in the form of in-kind contributions with a total value of \$25,000 . These contributions will be utilized by the Clark Planetarium to further the education programs and goals of the Planetarium. Such in-kind contributions may consist of, but are not limited to, printing services, event support, photography services and providing speakers for public events, as needed, and that will be agreed to in advance and in writing by the Parties.

Clark Planetarium run a 30-60 second Northrop Grumman promotional video in the IMAX theatre prior to each IMAX film. The County may, in its sole discretion, refuse to run the video if it reasonably deems it inappropriate. Clark Planetarium will also annually provide 1,000 theater tickets at no charge to ATK for any planetarium program.

2. EFFECTIVE DATE/TERM.

This Agreement shall be effective on the effective date listed above and shall continue for one year from the date of execution ("Term"). The County and Northrop Grumman may agree to renew this Agreement, upon the same terms and conditions for four additional one-year terms.

3. INDEPENDENT CONTRACTOR AND TAXES.

The relationship of County and Northrop Grumman under this Agreement shall be that of an independent contractor status. Each party shall have the entire responsibility to discharge all of the obligations of an independent contractor under federal, state and local law, including but not limited to, those obligations relating to employee supervision, benefits and wages; taxes; unemployment compensation and insurance; social security; worker's compensation; disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments and contributions and other sums required of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship between County and Northrop Grumman of employer and employee, partners or joint venturers.

The parties agree that Northrop Grumman's obligations under this Agreement are solely to the County. This Agreement shall not confer any rights to third parties unless otherwise expressly provided for under this Agreement.

4. COUNTY REPRESENTATIVE.

County hereby appoints the director of the Clark Planetarium as the County Representative to assist in the administrative management of this Agreement and to coordinate performance under this Agreement.

5. NORTHROP GRUMMAN REPRESENTATIVE.

Northrop Grumman designates its Director of Communications, Jennifer Bowman, or her designee as Northrop Grumman's representative in its performance of this Agreement. The Northrop Grumman Representative shall have the responsibility of working with the County to coordinate the performance under this Agreement.

6. GOVERNMENTAL IMMUNITY.

County is a body corporate and politic of the State of Utah, subject to the Utah Governmental Immunity Act ("Act"), Utah Code Ann. §§ 63-30d-101, et. seq. (1953, as amended). 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.

County represents that it is self-insured pursuant to the provisions of Section 63-30d-801 of the Utah Code.

7. NON-FUNDING CLAUSE.

County intends to request the appropriation of funds to be paid for performance under this Agreement. If funds are not available beyond December 31 of any effective fiscal year of this Agreement, the County's obligation for performance of this Agreement beyond that date shall be null and void. This Agreement shall create no obligation on the County as to succeeding fiscal years and shall terminate and become null and void on the last day of the fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds were appropriated and budgeted. Said termination shall not be construed as a breach of this Agreement or any event of default under this Agreement and said termination shall be without penalty, whatsoever, and no right of action for damages or other relief shall accrue to the benefit of Northrop Grumman, its successors, or its assigns, as to this Agreement, or any portion thereof, which may terminate and become null and void.

If funds are not appropriated for a succeeding fiscal year to fund performance by County under this Agreement, County shall promptly notify Northrop Grumman of said non-funding and the termination of this Agreement, and in no event, later than 30 days prior to the expiration of the fiscal year for which funds were appropriated.

8. AGENCY.

No agent, employee or servant of Northrop Grumman 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. Northrop Grumman 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 Agreement. Northrop Grumman and County shall each make all commercially reasonable efforts to inform all persons with whom they are involved in connection with this Agreement to be aware that Northrop Grumman is an independent contractor.

9. NO OFFICER OR EMPLOYEE INTEREST.

It is understood and agreed that no officer or employee of the County has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer or employee of Northrop Grumman or any member of their families shall serve on any County board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises Northrop Grumman's operations, or authorizes funding or payments to Northrop Grumman.

10. ETHICAL STANDARDS.

Northrop Grumman represents that it has not: (a) provided an illegal gift or payoff to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County's Ethics Code, Chapter 2.07, Salt Lake County Code of Ordinances, 2001; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

12. CAMPAIGN CONTRIBUTIONS.

The Salt Lake County campaign finance disclosure ordinance limits campaign contributions by contractors to County candidates. Chapter 2.72A, Salt Lake County Code of Ordinances, 2001. Northrop Grumman acknowledges and understands those limitations on campaign contributions mean that any person, business, corporation or other entity that enters into a contract or is engaged in a contract with the County is prohibited from making campaign contributions in excess of \$100 to County candidates during the term of the contract and during a single election cycle as defined in the ordinance. Northrop Grumman further acknowledges that violation of those provisions governing campaign contributions may result in criminal sanctions as well as termination of this Agreement.

13. TERMINATION.

13.1 Termination for Default. Either party may terminate this Agreement in the event of a material breach or default in performance upon thirty (30) days written notice to the other party.

13.2 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 Northrop Grumman at least thirty (30) days prior to the date of termination for convenience. Upon such termination, Northrop Grumman shall be paid for all services up to the date of termination. Northrop Grumman agrees that the County's termination for convenience will not be deemed a termination for default nor will it entitle Northrop Grumman 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, except as provided herein. In the event of a termination by convenience at a time other than at the end of each annual term, the County shall refund to Northrop Grumman the pro rata amount of Northrop Grumman's annual contribution. In the event of a termination for convenience, the County acknowledges that Northrop Grumman shall have no continuing obligations under this Agreement.

13.3 Waiver. The parties agree that the waiver of any breach of this Agreement by either party shall in no event constitute a waiver as to any future breach.

14. COMPLIANCE WITH LAWS.

Each party agrees to comply with all federal, state and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by Northrop Grumman of applicable law shall constitute an event of default under this Agreement and Northrop Grumman shall be liable for and hold the County harmless and defend the County from and against any and all liability arising out of or connected with the violation, to include all attorney fees and costs incurred by the County as a result of the violation.

15. NON-DISCRIMINATION.

Northrop Grumman and all persons acting on its behalf, 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.

16. GOVERNMENT RECORDS ACCESS MANAGEMENT ACT.

Northrop Grumman acknowledges that County is a governmental entity subject to the Utah Government Records Access Management Act ("GRAMA"), Utah Code Ann. §§ 63-2-101, et seq. As a result, County is required to disclose certain information and materials to the public, upon request. Northrop Grumman agrees to timely refer all requests for documents,

materials and data in its possession relating to this Agreement and its performance to the County Representative for response by the County.

17. INTERPRETATION.

County and Northrop Grumman agree that where possible, each provision of this Agreement shall be interpreted in such a manner as to be consistent and valid under applicable law; but if any provision of this Agreement shall be invalid, prohibited or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

18. ASSIGNMENT.

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

19. NOTICES.

All notices to be given under this Agreement shall be made in writing and shall be deemed given upon personal delivery, upon the next business day immediately following the day sent if sent by overnight express carrier, or upon the third business day following the day sent if sent postage prepaid by certified or registered mail, return receipt requested, to the parties at the following addresses (or to such other address or addresses as shall be specified in any notice given):

COUNTY: Mayor
Salt Lake County
2001 South State, #N2-100
Salt Lake City, Utah 84190-3100

Durand Johnson, Director
Clark Planetarium
110 South 400 West
Salt Lake City, Utah 84101

Northrop Grumman: Northrop Grumman
Attn: Kay Anderson, UT40-PUBS
PO Box 707
Brigham City, UT 84302-0707

20. TIME.

The Parties stipulate that time is of the essence in the performance of this Agreement. The time set forth for performance in this Agreement shall be strictly followed and any default in performance according to the times required shall be a default of this Agreement

and shall be just cause for immediate termination by County of this Agreement and pursuit of any remedy allowed by this Agreement and by law.

21. ENTIRE AGREEMENT.

County and Northrop Grumman acknowledge and agree that this Agreement constitutes the entire integrated understanding between County and Northrop Grumman, and that there are no other terms, conditions, representations or understanding, whether written or oral, concerning the rights and obligations of the parties to this Agreement except as set forth in this Agreement. This Agreement may not be enlarged, modified or altered, except in writing, signed by the parties.

22. GOVERNING LAW.

It is understood and agreed by the parties hereto that this Agreement shall be governed by the laws of the State of Utah and the Ordinances of Salt Lake County, both as to interpretation and performance.

All actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of the State of Utah.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year indicated.

Salt Lake County
Dated this ___ day of _____ 2022.

By: _____
MAYOR OR DESIGNEE

Northrop Grumman.
Dated this ___ day of _____ 2022.

By: _____
Title: _____

Administrative Approval

Title _____

Approved As To Form

Deputy District Attorney