

**INTERLOCAL COOPERATION AGREEMENT**

*between*

**SALT LAKE COUNTY**

*and*

**UTAH DEPARTMENT OF PUBLIC SAFETY, DIVISION OF EMERGENCY  
MANAGEMENT**

This Interlocal Cooperation Agreement (this "Agreement") is entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah (the "County") Utah Department of Public Safety, Division of Emergency Management ("State"). The County and State may each be referred to herein as a "Party" and collectively as the "Parties."

**RECITALS:**

A. The County and State are "public agencies" as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.* (the "Interlocal Act"), and, as such, are authorized by the Interlocal 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.

B. State requests a 50% fee waiver in the approximate amount of \$9,102.37 for its Be Ready Utah Expo at the Mountain America Exposition Center. The County desires grant the State the requested fee waiver.

**AGREEMENT:**

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties represent and agree as follows:

1. Fee Waiver. State will use the Mountain America Exposition Center for its Be Ready Utah Expo, which is an emergency preparedness exposition to be held on March 13 and 14, 2020. County finds there is good cause shown for the fee waiver as the Be Ready Utah Expo will contribute to the safety and health of county residents and therefore grants the State a 50% fee waiver in the approximate amount of \$9,102.37.

In 2021, the County agrees to grant the State a 50% fee waiver for the Be Ready Utah Expo in amount not to exceed \$10,000. County finds there is good cause shown for the fee waiver as the Be Ready Utah Expo for 2021, as it will contribute to the safety and health of county residents and therefore grants the 2021 fee waiver is for a maximum of 2

days, only for the Be Ready Utah Expo and subject to Mountain America Exposition Center availability and terms and conditions outlined in booking policy and license agreement. This grant of fee waiver may not be assigned or transferred.

2. Liability and Indemnification. Both Parties are governmental entities under the Governmental Immunity Act of Utah, Section 63G-7-101, et seq. of the Code. Consistent with the terms of this Act, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which it commits, or which are committed by its agents, officials, or employees. Neither Party waives any defenses otherwise available under the Governmental Immunity Act.

3. Non-Funding Clause.

County intends to request the appropriation of funds to be paid for the services provided by Contractor 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 Contractor, 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 Contractor of said non-funding and the termination of this Agreement, and in no event, later than 30 (thirty) days prior to the expiration of the fiscal year for which funds were appropriated.

4. Interlocal Cooperation Act Requirements. In satisfaction of the requirements of the Interlocal Act, and in connection with this Agreement, the Parties agree as follows:

(a) This Agreement shall be authorized by the Executive Director of Utah Division of Emergency Management, and by a resolution of the legislative body of the County, all as required by Section 11-13-202.5 of the Interlocal Act;

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act;

(c) A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Act;

(d) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs;

(e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the Executive Director of State, and by the Mayor of the County. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party;

(f) This Agreement shall take effect upon execution and shall run for a term of not to exceed 2 years; and

5. Amendments. This Agreement may be amended, changed, modified or altered only by an instrument in writing which shall be (a) approved by the Executive Director of the Utah Division of Emergency Management and by Resolution of the governing body of the County, (b) executed by a duly authorized official of each of the Parties, (c) submitted to an attorney for each party that is authorized to represent said party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Act, and (d) filed in the official records of each Party.

6. Counterparts. This Agreement may be executed in counterparts by the State and the County. In such event, a duly executed original counterpart shall be filed with the keeper of records of each Party pursuant to the Interlocal Act.

7. Governing Law. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

8. Effective Date. This Agreement shall take effect upon execution by the Parties.

9. Notices. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing, and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States mail, postage pre-paid, and certified and addressed as follows:

If to Salt Lake County:

County Mayor  
2001 South State, N2-100  
Salt Lake City, Utah 84190

With a copy to:

Salt Lake District Attorney  
35 East 500 South  
Salt Lake City, Utah 84111

If to State:

Wade Mathews  
Utah Department of Public Safety, Division  
of Emergency Management  
4501 South 2700 West  
Salt Lake City, Utah 84129

10. Resolution of Claims and Disputes. In any action brought to enforce the terms of this Agreement, the Parties agree that the appropriate venue shall be the Third Judicial District Court in and for Salt Lake County, Utah.

11. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the Fee Transfer, and no Statements, promises, or inducements made by either Party or agents for either Party that are not contained in this written Agreement shall be binding or valid.

12. Severability. If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses, or paragraphs herein contained, shall not affect the remaining portions hereof, or any part thereof.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties execute this Agreement on the dates shown below.

SALT LAKE COUNTY:

State:

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

By:  \_\_\_\_\_  
Name: Jess L. Anderson

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

Its: Commissioner of the Department of  
Public Safety

Dated: \_\_\_\_\_, 2019

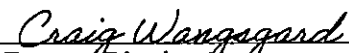
Dated: \_\_\_\_\_, 2019

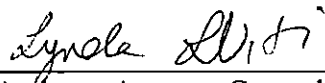
*Approved as to Form and Legality:*

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SALT LAKE COUNTY  
DISTRICT ATTORNEY:

ASSISTANT ATTORNEY GENERAL:

By:  \_\_\_\_\_  
Deputy District Attorney  
Dated: July 31, 2019

By:  \_\_\_\_\_  
Assistant Attorney General  
Dated: 8/5, 2019