INTERLOCAL COOPERATION AGREEMENT
TO PROVIDE SUPPORT TO
WASHINGTON COUNTY IN HOSTING THE
IRONMAN 70.3 ST. GEORGE COMPETITION

This Interlocal Cooperative Agreement (the "Agreement") is entered into by WASHINGTON COUNTY, a political subdivision of the State of Utah ("the County"); and the CITY OF IVINS, a Utah municipal corporation ("Ivins" or "the City"), hereinafter collectively referred to as "Participants". The purpose of the Agreement is to set forth the obligations that Ivins will perform to support the County in hosting the Ironman 70.3 St. George and the County's contract with World Triathlon Corporation ("WTC").

RECITALS

WHEREAS, for the past five years, Washington County and Ivins City have worked together with other public entities in order to host an Ironman event; and

WHEREAS, the prior event hosting agreement between Washington County and WTC as well as the prior interlocal agreement regarding the Ironman event have expired and need to be renewed in order for the area to successfully host the Ironman event; and

WHEREAS, The County is entering into a Host Venue Sponsorship Agreement with WTC (the "Ironman Contract"), a copy of which is attached hereto as Exhibit "A", whereby WTC will provide and conduct, and County will host, the Ironman 70.3 St. George, together with related events and activities, pursuant to the terms set forth therein; and

WHEREAS, The Utah Interlocal-Cooperation Act, Utah Code Annotated Sections 11-13-101 et seq. (1953, as amended), permits local public agencies, including counties and cities, to make the most efficient use of their powers through cooperating with other public agencies; and

WHEREAS, due to the large positive economic impact that will come to Ivins and its residents by having the Ironman 70.3 St. George conducted by WTC in and around the City of Ivins, Ivins is willing to assist the County in fulfilling some of the County's responsibilities under the Ironman Contract.

THEREFORE, the Participants agree as follows:

REQUIREMENTS OF THE COUNTY UNDER THE IRONMAN CONTRACT
THAT SHALL BE PROVIDED BY IVINS

Section 1. Ivins shall provide the following to the County at no expense to the County, during each year of the term of the Ironman Contract:

(a) **Planning and Coordination.** Assist in the coordination and acquisition of facilities, permitting, volunteer recruitment, transportation and municipal services for race sites within Ivins City.

(b) **Police and Other Municipal Services.** Provide and/or arrange for the provision of all non-overtime time costs for police and municipal services necessary to plan and conduct the Ivins City portion of the event, including police, traffic operations, traffic control devices (cones, barricades, VMS boards), community awareness, waste management, electrical services, and parking. Coordinate police and service employee schedules during race week to provide for the least amount of overtime hours possible during race day.

TERM

Section 2. This Agreement shall become effective on the date that both Participants have duly executed the Agreement. The term of the Agreement shall expire on May 31, 2020, unless otherwise agreed to in writing by the parties.

COMPLIANCE

Section 3. Ivins shall agree to the following items in order to comply with the terms of the Ironman agreement:

(a) **Intellectual Property of WTC.** Ivins shall not, without WTC's prior written consent, use any intellectual property rights of WTC, including without limitation the IRONMAN® mark, the 70.3® mark, and the design mark known as the "M-DOT." Ivins shall promptly inform WTC of any possible misuse or infringement by any person or entity of the Event Logo or any other intellectual property of WTC.

(b) **No Construction; Street Cleaning.** Unless reasonably required and unavoidable, Ivins shall not begin and/or effect any structural, engineering, beautification, or related works during the Event and the week prior to the Event. Ivins shall be responsible for sweeping and cleaning up all Venue areas prior to and after each Event.

(c) **Venue & Race Course Exclusivity; Condition of Race Course.** Ivins shall provide WTC with exclusive use of locations within the Venue for purposes of staging and conducting the Race, the transition areas and infrastructure, the Expo, and all other aspects of the Event. Ivins shall ensure that all roads, waterways, and all other public spaces to be used for the Race within the Venue are closed to the public during the Race and for a reasonable period before and after the Race, and are made exclusively available to WTC during such periods. Ivins shall ensure that all Race routes within the Venue are in good condition during the Event.

EXCLUSIVITY

Section 4.

(a) **Use of Racecourse and Event-Related Areas.** Notwithstanding anything to the contrary in this Agreement: During the period between (and including) the Monday preceding the Race Date until (and including) the Friday following the Race Date (collectively, the "Event Period"), Ivins shall not produce, conduct, host, or permit any event (other than such Event) that takes place, in whole or in part, on any portion of the Race course or at any Event-related area; provided, however, that during the Event Period (excluding Race day) private functions and corporate events may take place but only if such events do not do or include any of the following:

(i) Include any endurance-, running-, road cycling-, or swimming-related race, competition or event;
(ii) Include any vendor exposition, tradeshow, and/or the selling of any merchandise and/or services;
(iii) Occur on the Race course or at any other area where any part of the Event is being conducted, or adversely affect the ingress or egress to or from any such areas;
(iv) In any way jeopardize or adversely impact Event production or operations;
(v) Infringe on any WTC intellectual property rights; or

(vi) Include or constitute Ambush Marketing (as defined in Section 4 or otherwise promote themselves as purportedly being part of or in connection with the Event).

AMBUSH MARKETING

Section 5.

(a) "Ambush Marketing" means selling (e.g., including, but not limited to, sponsorship, merchandise, vendor space), advertising, or marketing, by any third party that is not a WTC-authorized sponsor, merchandiser, and/or vendor of the Event, where such selling, advertising, or marketing (i) is in connection with, or in proximity to, the Event, or (ii) otherwise has the effect of exploiting the goodwill of the Event and/or gaining market exposure by way of intrusive and/or associative marketing practices.

(b) The City shall not cause, engage in, or permit any Ambush Marketing, and, except to the extent the City is prohibited by law from doing so, the City shall prevent and stop Ambush Marketing at, near, or in connection with the Event, including without limitation by:

(i) Causing its employees and agents to promptly report, to WTC and the proper City or County authorities, any marketing or activity reasonably appearing to be Ambush Marketing;

(ii) Ensuring, prior to and during the Event, that the Event perimeter and any other key advertising locations under the City's control do not carry any form of temporary advertising or promotional material relating to the Event, except as may be approved in writing by WTC (in WTC's sole discretion);

(iii) Using, invoking, and applying the City's powers to protect all trademarks and copyrights associated with the Event;

(iv) Preventing the distribution of product samples, premiums, promotional literature and other commercial and non-commercial materials within the established Event perimeter or adjacent to the Event site, except where expressly authorized by WTC;

(v) Causing all signage and other physical items of Ambush Marketing to be taken down, moved, removed, and/or confiscated immediately by the City or, if applicable, law enforcement personnel; and

(vi) Cooperating with WTC to prevent Ambush Marketing, as may reasonably be requested by WTC.

INDEMNIFICATION

Section 6.

(a) Ivins shall indemnify, defend and hold the County, its officers, employees, and/or agents harmless from any and all claims, costs, liabilities, judgments, expenses or damages (including reasonable attorney's fees) from any and all claims, costs, liabilities, judgments, expenses or damages (including reasonable attorney's fees), arising out of any breach, or alleged breach, of any provision of this Agreement by Ivins or any negligent and/or act of malfeasance by Ivins or any of it's employees, agents and/or invitees.

(b) Each Participant agrees to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence while acting within the scope of their authority, and agree to be liable for any damages resulting from said negligence to the extent permitted by law. Each Participant shall indemnify, defend and hold the other Participant and its officers, employees, and/or agents harmless to the extent set forth in this subparagraph.

(c) Nothing contained herein shall be construed as consent by either of the Participants to be sued by third-parties in any manner arising from this Agreement, or as a waiver of sovereign immunity as to any Participant.

GENERAL PROVISIONS

Section 7.

(a) Interlocal Agreement to be Kept on File. Each Participant will file this Agreement with its keeper of records.

(b) Approval. This Agreement shall be approved by each party, pursuant to the requirements of the Interlocal Cooperation Act.

(c) Attorney Review. 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 the requirements of the Interlocal Cooperation Act.

(d) Costs. Unless otherwise stated in this Agreement, 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 Interlocal Entity. 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 duly assigned employees of the Participants, acting as a joint board. 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, and 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) Participants Status. Each Participant represents and warrants that it is a political subdivision of the State of Utah and is authorized to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

(g) Termination of Agreement. This Agreement shall be in full force and effect and be legally binding upon the Participants only after its approval and execution by the governing bodies of each of the Participants. This Agreement shall automatically terminate if and when the Ironman Contract is terminated prior to the fulfillment of its term. Furthermore, the Participants by mutual consent may terminate the Agreement at any time after all contractual obligations and debts relating to this Agreement have been fulfilled and retired.

(h) Counterparts. This Agreement may be executed in several counterparts, any one of which shall be regarded for all purposes as one original. The Participants agree that they will execute all instruments, documents, and resolutions or ordinances necessary to give effect to the terms of the Agreement.

(i) Entire Contract. This Agreement merges and supersedes all prior negotiations, representations and agreements between the Participants relating to the subject matter hereof and constitutes the entire contract between the Participants regarding the formation and powers of the Cooperative.

(j) Amendment. This Agreement shall not be modified or amended except in writing, which shall be signed by the duly authorized representative of each Participant after adoption of a resolution by the governing body of each participant approving the modification or amendment.

(k) Dispute Resolution. The Participants to this Agreement are governmental entities working together for mutual advantage. In the event a dispute arises with respect to this Agreement, the Participants agree to first submit the matter to non-binding mediation.

(l) Governing Law. This Agreement shall be governed by the laws of the State of Utah.

SIGNATURE BLOCK

IN WITNESS WHEREOF, the Participants have caused this Agreement to be executed by their duly authorized representatives as of the Date first written above.

WASHINGTON COUNTY

Alan Gardner, Chair
Washington County Commission

Attest:

Kim Hafen
Washington County Clerk-Auditor

Date: 2-26-15

Approved as to form and compatible with State law:

Eric Clarke
Deputy Washington County Attorney

CITY OF IVINS

By: _____

Title: _____

Attest:

_____

Date: _____

Approved as to form and compatible with State law:

_____
City Attorney