INTERLOCAL COOPERATION AGREEMENT
TO PROVIDE SUPPORT TO
WASHINGTON COUNTY IN HOSTING THE
IRONMAN 70.3 WORLD CHAMPIONSHIP - ST. GEORGE (2021), THE
IRONMAN NORTH AMERICAN CHAMPIONSHIP – ST. GEORGE (2020 and 2023), AND THE
IRONMAN 70.3 NORTH AMERICAN CHAMPIONSHIP (2021, 2022, and 2024)

This Interlocal Cooperative Agreement (the "Agreement") is entered into by WASHINGTON COUNTY, a political subdivision of the State of Utah ("the County"); and IVINS CITY, a Utah municipal corporation ("the City"), hereinafter collectively referred to as "Participants". The purpose of the Agreement is to set forth the obligations that the City will perform to support the County in hosting the IRONMAN 70.3 World Championship – St. George (2021), the IRONMAN North American Championship (2020 and 2023), and the IRONMAN 70.3 North American Championship (2021, 2022, and 2024) and fulfilling the County's contract with World Triathlon Corporation ("WTC").

RECITALS

WHEREAS, for the past ten years, Washington County and the City have worked together with other public entities in order to host IRONMAN events; and

WHEREAS, the prior event hosting agreement between Washington County and WTC as well as the prior interlocal agreement between the City and County regarding the IRONMAN events have expired and need to be renewed for the area to successfully host new IRONMAN events; and

WHEREAS, the County has entered into a Host Venue Agreement with WTC under which the County will host IRONMAN races for another five year term ("IRONMAN Contract"), a copy of which is attached hereto as Exhibit "A", and under which Washington County will host the IRONMAN 70.3 North American Championship for three years (2021, 2022, and 2024) and host the reintroduction of the full IRONMAN to the area for the IRONMAN North American Championship for two years (2020 and 2023) (each individually referred to as an "Event" or collectively as "Annual Event"); and

WHEREAS, in addition to the IRONMAN Contract, Washington County has been selected to host the IRONMAN 70.3 World Championship and has entered into a Host Venue Agreement ("World Championship Contract"), a copy of which is attached hereto as Exhibit "B", and under which Washington County will host the IRONMAN 70.3 World Championship – St. George (2021) (referred to as an "Event" or the "World Championship Event"); 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 positive economic impact that will come to the City and its residents by having the IRONMAN events conducted in and around the City, the City is willing to assist the County in fulfilling some of the County's responsibilities under the IRONMAN Contract and the World Championship Contract.

THEREFORE, the Participants agree as follows:

REQUIREMENTS OF THE COUNTY UNDER THE IRONMAN CONTRACT
AND THE WORLD CHAMPIONSHIP CONTRACT THAT SHALL BE PROVIDED BY THE CITY

Section 1. The City shall provide the following to the County at no expense to the County (except as provided in Section 3), during each year of the term of the IRONMAN Contract and for the World Championship Contract:

(a) **Planning and Coordination.** Coordinate the use and permitting of needed and available City facilities, roads, easements and volunteer recruitment for all race sites in Ivins City to include: race course, aid stations, concessions, parking, VIP hospitality, spectator viewing, transportation and municipal services.

(b) **Venues/Facilities**. The City will provide venues and facilities in a similar manner, location, and quantity as the City has historically provided. The Parties acknowledge that adjustments to the course may be needed from year to year based on new growth and development in the area. Any adjustments will be discussed and approved by the Parties well in advance of the annual event. Certain facilities and personal property listed herein will be required from the Tuesday before to the Tuesday immediately following each Race. The County shall identify all facilities and personal property listed herein needed for an Event, and the dates needed, no later than 60 days prior to an Event.

SERVICES

Section 2. With respect to each Event and as coordinated by WTC's Race Director, the City shall facilitate, assist, and contribute services for the following support services as needed within the City:

(a) **Police, Emergency and Other Municipal Services within the City.** Provide and/or arrange for the provision of costs for police and municipal services within the City necessary to plan and conduct the Events, including police, traffic operations, community awareness, waste management, and electrical services. The City shall ensure that police will command and ensure all emergency services (police, fire, and ambulance) needed to maintain public safety.

(b) **Traffic Control Devices and Services.** The City shall provide (or cause to be provided) diagrams and/or plans to assist with the placement of traffic devices within the City. The City shall have no obligation to provide traffic control devices, cones, message boards, etc.

(c) **Community Awareness**. The City shall provide community notifications (provided a reasonable time before the Event) to all potentially affected persons and third parties within the city, informing them of planned street closures and Event schedules.

(c) **Waste Management Services.** The City shall ensure that the Venue is clean and well-kept at all times. Adjustments will be put in place according to the needs of WTC. The City shall provide (or cause to be provided) recycle containers, garbage units, large units for disposal, transportation, and manpower.

REIMBURSEMENT

Section 3. The County shall reimburse the City for all race day overtime costs for police and municipal services necessary to conduct the portion of the event that is within the boundary of the City, including police, traffic operations, traffic control devices (cones, barricades, VMS boards), community awareness, waste management, electrical services, and parking. The City shall coordinate police and service employee schedules during race week to provide for the least amount of overtime hours possible during race day.

TERM

Section 4. This Agreement shall become effective on the date that both Participants have duly executed the Agreement and will continue in effect until thirty (30) days after the 2024 Event, unless otherwise agreed to in writing by the parties.

COMPLIANCE

Section 5. The City shall agree to the following items in order to comply with the terms of the IRONMAN Contract and the World Championship Contract:

(a) **Intellectual Property of WTC.** The City 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." The City 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, the City shall not begin and/or effect any structural, engineering, beautification, or related works during the Event and the week prior to the Event. The City 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**. The City shall provide WTC with exclusive use of locations (as necessary for conducting the Event) 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. The City shall ensure that, as necessary to conduct the Races, the Race course route (i.e., the roads, waterways, and other public spaces actually used for the Race) is closed to the public during the Race and for a reasonable period before and after the Race, and, subject to reasonable exceptions, is made exclusively available to WTC during such periods. The City shall ensure that all Race routes within the Venue are in good condition during the Event.

EXCLUSIVITY

Section 6.

(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"), the City 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, corporate events and the Ivins City Heritage Days Celebration 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 having a distance longer than an "Olympic" distance triathlon;
(ii) include any vendor exposition, tradeshow, and/or the selling of any merchandise and/or services that has the effect of exploiting the goodwill of the Event and/or gaining market exposure by way of intrusive and/or associative marketing practices;
(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 7 or otherwise promote themselves as purportedly being part of or in connection with the Event).

(b) **Advertising Other Triathlon Companies or Long-Distance Triathlons.** Unless otherwise pre-approved, in writing, by WTC (which approval may be granted or denied in WTC's sole discretion), during the Term and except as set forth in this Section, the City shall not permit its website to display any marketing, promotion, advertisement, reference, or the like, of (i) any other triathlon event series or company, including but not limited to International Triathlon Union (ITU), Revloution3 Triathlon, Life Time Fitness Triathlon, Challenge Family Triathlon, and HITS Triathlon (or any of their respective successors or assigns)(the "Ironman Competitors"), (ii) any person, entity, or group (other than WTC or any subsidiary or licensee thereof) that operates, organizes, produces, or is otherwise involved in any triathlon having a distance longer than that of an "Olympic" distance triathlon (as such distance is defined by the International Triathlon Union), or (iii) any triathlon having a distance longer than that of an "Olympic" distance triathlon (as such distance is defined by the International Triathlon Union), unless such triathlon is owned or operated by WTC or any subsidiary or licensee of WTC.

Notwithstanding the foregoing, the City may permit its website to display marketing, promotion, advertisement, reference, and/or otherwise associate with, BBSC Endurance Sports ("BBSC"), provided however, that the City may not permit its website to display any marketing, promotion, advertisement, reference, or the like, of (A) any BBSC event(s) if such BBSC event(s) features any race distance longer than that of an "Olympic" distance triathlon (as such distance is defined by the International Triathlon Union), or (B) BBSC if BBSC or any of BBSC's events are acquired by and/or operated by any Ironman Competitor.

(c) **Non-Competition.** During the Term and the eighteen (18)-month period thereafter, the City shall not produce, support, advertise, promote, conduct, host, permit, or contract or partner with any person or entity (other than WTC or a subsidiary thereof) for or in connection with, any other triathlon located, in whole or in part, within the Venue if such event features any race distance longer than that of an "Olympic" distance triathlon (as such distance is defined by the International Triathlon Union).

AMBUSH MARKETING

Section 7.

(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) As allowed by law, 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 8.

(a) 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 from any and all claims, costs, liabilities, judgments, expenses or damages arising out of any negligent and/or act of malfeasance by the other party, its officers, employees, and/or agents.

(b) 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 9.

(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.

(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	CITY OF IVINS
_____	By:_____
Victor Iverson, Chair Washington County Commission	Title:_____
Attest:	Attest:
_____	_____
Kim Hafen Washington County Clerk-Auditor	
Date: _____	Date: _____

Approved as to form and compatible with State law:

_____	_____
Deputy Washington County Attorney	City Attorney