

RESOLUTION NO. 2008-26R

A RESOLUTION OF IVINS CITY, UTAH, APPROVING THE INTERLOCAL COOPERATION AGREEMENT TO PROVIDE SUPPORT TO WASHINGTON COUNTY IN HOSTING THE ST. GEORGE IRONMAN COMPETITION

WHEREAS, the Ivins City Council desires to hereby formally approve and authorize the execution of the Interlocal Cooperation Agreement to Provide Support to Washington County in Hosting the St. George Ironman Competition by resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF IVINS CITY, STATE OF UTAH:

SECTION 1. The attached Interlocal Cooperation Agreement to Provide Support to Washington County in Hosting the St. George Ironman Competition is hereby approved by the City Council and the Mayor and City Recorder are authorized to sign said agreement and this resolution.

SECTION 2. Severability. If any section, clause or portion of this resolution is declared invalid by a Court of competent jurisdiction, the remainder shall not be affected thereby and shall remain in full force and effect.

SECTION 3. Effective Date. This resolution shall become effective immediately upon passage.

PASSED AND ADOPTED BY THE IVINS CITY COUNCIL, STATE OF UTAH, ON THIS 19th DAY OF DECEMBER, 2008, BY THE FOLLOWING VOTE:

Table with 5 columns: Name, AYE, NAY, ABSTAIN, ABSENT. Rows include Carol Tenczar, George E. Elwell, Jr., Michael Foot, Barbara Rusick, and Steve Jolley, all with 'X' in the AYE column.

R. Daren Barney, Mayor

ATTEST:

Kari Jimenez, City Recorder



INTERLOCAL COOPERATION AGREEMENT  
TO PROVIDE SUPPORT TO  
WASHINGTON COUNTY IN HOSTING THE  
ST. GEORGE IRONMAN 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"), 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 St. George Ironman Competition ("St. George Ironman") and the County's contract with World Triathlon Corporation ("WTC").

RECITALS

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 St. George Ironman, together with related events and activities, pursuant to the terms set forth therein; and

WHEREAS, The Utah Interlocal-Cooperation Act, Utah Code Annotated Sections 11-13-1 to 11-13-37 (1953, as amended), permits local public agencies, including counties and cities, to make the most efficient use of their powers by cooperating with other public agencies to provide governmental facilities, services and improvements to the public; and

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

WHEREAS, this Agreement shall not become effective until it is first approved by resolution of the governing body of each of the Participants.

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 the boundary of the City of Ivins.
- (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 portion of the St. George Ironman, which is within the boundary of the City of Ivins, 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 the race week to provide for the least amount of overtime hours possible during race day.

## INDEMNIFICATION

### Section 2.

- (a) County shall indemnify, defend and hold Ivins, its officers, employees, and/or agents harmless 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 County or any negligent and/or act of malfeasance by County or any of its 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 3.1. Interlocal Agreement to be Kept on File. Each Participant will file this Agreement with its keeper of records.

Section 3.2. 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.

- Section 3.3 Termination of Agreement. This Agreement shall be in full force and effect and be legally binding upon the Participants only after its execution and approval by resolution by the governing bodies of each of the Participants. Thereafter this Agreement shall continue as a binding contract for as long as the County is under the Ironman Contract with the WTC to host the St. George Ironman. However, 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.
- Section 3.4 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.
- Section 3.5 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.
- Section 3.6. 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.
- Section 3.7. 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. In the event a dispute is unresolved, the Participants agree to submit the matter to binding arbitration pursuant to the rules of the American Arbitration Association.
- Section 3.8. Governing Law. This Agreement shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the Participants have caused this Agreement to be executed by their duly authorized representative.

WASHINGTON COUNTY

James J. Eardley, Chair  
Washington County Commission

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Calvin R. Robison  
Washington County Clerk-Auditor

Approved as to form and compatible with  
State law:

\_\_\_\_\_  
Brock R. Belnap  
Washington County Attorney

CITY OF IVINS

By: R. Darren Barney

Title: Mayor

Date: 12/18/08

Attest:

Kari Jimenez  
Kari Jimenez, Ivins City Recorder

Approved as to form and compatible with  
State law:

Dale T. Coulam  
Dale T. Coulam  
Ivins City Attorney

