

**INTERLOCAL AGREEMENT BETWEEN  
WEBER COUNTY AND THE CITY OF WASHINGTON TERRACE  
RELATING TO THE FLOCK CAMERA SYSTEM**

This Interlocal Cooperation Agreement, hereinafter "Agreement", is made and entered in accordance with Utah Code Annotated §11-13-101, 1953 as amended, commonly referred to as the Interlocal Cooperation Act, by and between Weber County, a body politic, corporate and political subdivision of the State of Utah, hereinafter "County", with its main offices located at 2380 Washington Blvd., Ogden, Utah 84401, and the City of Washington Terrace, a municipal corporation, hereinafter "City" with its main office at 5249 South 400 East, Washington Terrace, Utah 84405.

**RECTIALS**

WHEREAS, Flock Safety cameras are being deployed and installed throughout cities and the unincorporated County to support public safety;

WHEREAS, County desires to install Flock Safety cameras within the City;

WHEREAS, City desires to benefit from the use of the Flock Safety cameras as utilized by County;

NOW THEREFORE, County and City enter this Memorandum of Understanding with the following terms and conditions;

**SECTION ONE  
SERVICES PROVIDED**

- 1.01 Purpose. The purpose of this Agreement is to administer the location and operation of the Flock Safety cameras sought by the Weber County Sheriff's Office who has entered into an agreement with Flock Safety to install Vehicle Recognition Cameras on certain City property to aid with public safety.
- 1.02 Location. The Flock Safety cameras paid by County will be located as determined by the Weber County Sheriff, or his designee. The Flock Safety cameras, if any, paid by the City will be located as determined by the City Manager. Any Flock Safety cameras will be located by Flock Safety in the public right-of-way.
- 1.03 Maintenance. Flock Safety is responsible for the installation, supplies, and maintenance of all Flock Safety Cameras in the City. The City is not responsible for the installation, upkeep, operation, use, maintenance, of the County's Flock Safety camera and associated facilities.
- 1.04 Use. Only the County shall have access to use any Flock Safety camera data in accordance with the applicable governing law. The County may share with City information lawfully obtained from any Flock Safety camera.

**SECTION TWO**  
**MISCELLANEOUS PROVISIONS**

- 2.01 **Governing Law.** The provision of this Agreement shall be governed by the laws of the State of Utah.
- 2.02 **Records Administration.** County and City shall each maintain appropriate records necessary to properly administer the terms of this Agreement.
- 2.03 **Indemnification.** Both parties are governmental entities under the Governmental Immunity Act of Utah, §§ 630-7-101 to -904, as amended (the "Act"). There are no indemnity obligations between these parties. Subject to and consistent with the terms of the Act, the parties shall be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither party shall have any liability whatsoever for any negligent act or omission of the other party, its employees, officers, or agents. Neither party waives any defenses or limits of liability available under the Act and other applicable law. Both parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.
- 2.04 **Severability.** The declaration by any court or any other binding legal source, that any provision of this Agreement is illegal or void, shall not effect the legality and enforceability of any other provision of this Agreement, unless the provisions are mutually dependent.
- 2.05 **Term/Termination.** This Agreement shall be effective upon execution of the last party to sign this Agreement. The term of this Agreement shall not exceed fifty (50) years pursuant to §11-13- 216 of the Interlocal Cooperation Act. The parties reserve the right to terminate this Agreement, in whole or in part, at any time during the term or any additional terms whenever the terminating party determines, in its sole discretion that it is in the terminating party's interest to do so. If a party elects to exercise this right, the terminating party shall provide written notice to the other party at least 30 (thirty) days prior to the date of termination for convenience. The parties agree that termination for convenience will not be deemed a termination for default nor will it entitle either party to any rights or remedies provided by law or this Agreement for breach of contract or any other claim or cause of action.
- 2.06 **Entirety.** The parties acknowledge and agree that this Agreement constitutes the entire integrated understanding between the parties, 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.

IN WITNESS WHEREOF, Weber County and Marriott-Slaterville City have executed this Agreement to be effective upon proper execution by both parties.

DATED this 4 day of January, 2022.

WASHINGTON TERRACE CITY:

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Recorder

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

BOARD OF COUNTY COMMISSIONERS:

\_\_\_\_\_  
Chair,  
Board of County Commissioners

ATTEST:

\_\_\_\_\_  
Weber County Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney