

**INTERLOCAL AGREEMENT**

**between**

**WEBER COUNTY**

**and**

**West Haven City**

*for the sharing of license plate recognition data*

THIS AGREEMENT is between WEBER COUNTY ("Weber"), a body corporate and politic of the State of Utah and \_\_\_\_\_ West Haven City \_\_\_\_\_ ("\_\_\_\_\_"), a body corporate and politic of the State of Utah. Weber and \_\_\_\_\_ West Haven City \_\_\_\_\_ may be referred to jointly as the "parties."

**RECITALS**

**WHEREAS**, the parties are public agencies as defined by Title 11, Chapter 13, Utah Code Ann. (the "Interlocal Act"). Section 11-13-202 of the Interlocal Act provides that any two or more public agencies may enter into an agreement with one another to provide services that they are each authorized by statute to provide; and

**WHEREAS**, the parties utilize a license plate recognition ("LPR") technology for law enforcement purposes through software provided by Flock Safety which provides for point and click data sharing between authorized agencies subject to certain data sharing privileges enabled by their respective agencies; and

**WHEREAS**, the parties realize the mutual benefits obtained by sharing LPR information for law enforcement purposes; and

**THEREFORE**, in exchange for valuable consideration, including the mutual covenants contained in this Agreement, the parties covenant and agree as follows:

**1. SCOPE OF SHARED INFORMATION**

Either party may authorize access to its LPR detection data and/or hotlist information residing in its account with Flock Safety to the other party as permitted by applicable state law. Any party that does not want certain information made available to the other party is responsible for ensuring that the information is not made available for data sharing.

LPR detection data and/or hotlist information shall only be shared with or released to authorized employees of either party who have an approved login and password and only for legitimate law enforcement purposes.

## 2. INFORMATION OWNERSHIP

- A. Ownership. Each party retains control of all information in its account. Each party is responsible for creating, updating, and deleting records in its own account according to its own retention policies. Each party shall use reasonable efforts to ensure the completeness and accuracy of its data.
- B. Release of Information. Each party shall release or make available information accessed from an LPR account only to persons or entities authorized to receive LPR information.
- C. Unauthorized Requests. If a party receives a request for information in an LPR account by anyone who is not authorized to receive information from the LPR account, that party shall refer the request to the law enforcement agency that originated the requested information.
- D. Public Record Requests, Subpoenas and Court Orders. Any party receiving a public records request, subpoena, or court order for information in an LPR account not authored by or originated by that party shall immediately provide a copy of the request to the other party prior to providing a response to the request.

## 3. EFFECTIVE DATE/TERMINATION

This Agreement shall be effective upon the execution of the last party to sign this Agreement and shall not exceed 50 years in duration ("Term"). 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 revoke data sharing access from the other entity. 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.

## 4. AGENT

No agent, employee or servant of either party is or shall be deemed to be an employee, agent or servant of the other party. None of the benefits provided by each party to its employees, including but not limited to workers' compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party. The parties shall each be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Agreement.

## 5. SEVERABILITY

In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

## 6. COMPLIANCE WITH LAWS

Each party agrees to comply with all federal, state and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by either party of applicable law, rule or regulation, shall constitute an event of default under this Agreement. The parties are responsible, at their sole expense, to acquire, maintain and renew during the term of this Agreement, all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

## 7. NON-ASSIGNMENT

Neither party shall assign, transfer, or contract for the furnishing of services to be performed under this Agreement without the prior written approval of the other.

## 8. NON-FUNDING

If either party's performance under this Agreement depends upon the appropriation of funds by either the Utah Legislature or the governing legislative body, and if the legislating body fails to appropriate the funds necessary for the performance, then this Agreement may be terminated by either party by providing written notice to the other party without further obligation. Said termination shall not be construed as breach of or default under this Agreement and said termination shall be without penalty, additional payments, or other charges to either party of any kind whatsoever, and no right of action for damages or other relief shall accrue to the benefit of either party, their successors or assigns, as to this Agreement, or any portion thereof, which may so terminate and become null and void.

## 9. GOVERNING LAW

It is understood and agreed by the parties hereto that this Agreement shall be governed by the laws of the State of Utah as to interpretation and performance. All actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of Utah.

## 10. 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.

## 11. INSURANCE

Both parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

## 12. COUNTERPARTS

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the parties, notwithstanding that each of the parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile shall be deemed an original signed copy of this Agreement.

## 13. INTERLOCAL COOPERATION ACT REQUIREMENTS

In satisfaction of the requirements of the Interlocal Cooperation Act, §§ 11-13-101 *et seq.*, and in connection with this Agreement, the parties agree as follows:

- a. This Agreement shall be approved by each party pursuant to § 11-13-202.5;
- b. This Agreement shall be reviewed as to the proper form and compliance with applicable law by an authorized attorney on behalf of each party pursuant to § 11-13-202.5;
- c. An executed original counterpart shall be filed with the keeper of records for each party pursuant to § 11-13-209;
- d. The term of this Agreement shall not exceed fifty (50) years pursuant to § 11-13-216 of the Interlocal Cooperation Act;
- e. No separate legal entity is created by the terms of this Agreement. 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; and

- f. Except as otherwise specifically provided herein, each party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs.


#### 14. ENTIRE AGREEMENT

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.

[signature page to follow]

IN WITNESS WHEREOF, the parties execute this Agreement.

By: \_\_\_\_\_  
Weber County

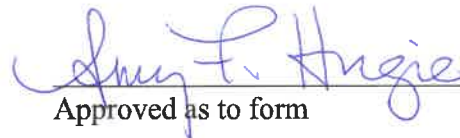
By:  \_\_\_\_\_  
Agency name: West Haven City

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

Date: October 6, 2022.

Attest: \_\_\_\_\_  
Weber County Clerk/Auditor

\_\_\_\_\_  
Approved as to form

  
Approved as to form

\_\_\_\_\_  
Date

10-12-2022  
Date