

**INTERLOCAL COOPERATION
AGREEMENT FOR COMMUNITY-BASED
E-CIGARETTE, TOBACCO & OTHER
DRUG PREVENTION**

This agreement for E-Cigarette, Tobacco & Other Drug Prevention is between San Juan County, a political subdivision of the State of Utah (the "County"), and Drug Free Utah Educational Inc, a 501(c)(3) private not-for-profit corporation registered in the state of Utah (the "Program"). County and Program may be referred to collectively as the "parties" herein or individually as a "party" herein.

WITNESSETH:

WHEREAS, the Parties pursuant to the [Utah Interlocal Cooperation Act](#) as set forth in Title 11, Chapter 13 (the "Act"), and Section 20A-5-400.1 of the Utah Code Ann. (1953) as amended, are authorized to enter into this agreement.

WHEREAS, SB37 provides Tobacco Prevention and Control funds to San Juan County Public Health Department (the "Department") to distribute to qualifying organizations, provided they qualify under the conditions set forth in the Grant, in support of activities that will decrease E-Cigarette use among 7th and 8th grade students in San Juan County, outside of Albert R. Lyman Middle school, and increase parental involvement through tobacco prevention education.

WHEREAS, the Program confirms that it is an organization that is focused on or able to provide evidence-based programs that are focused on substance abuse prevention.

The parties therefore agree as follows:

1. The County's Obligations.

1. The Department will provide technical support to the Program and connect the Program to relevant expertise as needed.
2. The Department reserves the right to discontinue, modify, or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds, if it, in the Department's sole discretion deems such action is necessary: (1) because the Program has not fully complied with the terms and conditions of this grant; (2) to protect the purpose and objectives of the grant or any other charitable activities of the Department; or (3) to comply with any law or regulation applicable to the Program, to the Department, or this grant.

2. The Party's Obligations.

1. This grant may be used only for the Program's charitable and educational activities. While the County understands that the Program may participate in the public policy process, consistent with its tax-exempt status, the Program may not use any of these grant funds to lobby or otherwise attempt to influence legislation, to influence the outcome of any public election, or to carry on any voter registration drive. This grant must be used for the project identified above, as described in the Program's proposal and

related correspondence, and may not be expended for any other purposes without the Department's prior written approval. The Program accepts responsibility for complying with this agreement's terms and conditions and will exercise full control over the grant and the expenditure of grant funds. The Department may request that the Program return any unexpended grant funds remaining at the end of the project period.

2. The Program will provide to the Department a report on the 15th of July of year 2024. The reports will list quarterly activities accomplished, provide an accounting for the expenditures of grant funds, describe measurable outcomes as a result of the expenditures, describe the impact and effectiveness of programs and activities funded through the grant, and indicate the amount of the grant funds remaining on the date that the report is submitted.
3. The Program will promptly provide and additional information, reports, and documents the Department may request and will allow the Department and its representatives to have reasonable access a during regular business hours to files, hours, records, accounts, or personnel that are associated with this grant, for the purpose of making financial reviews, verifications, or program evaluations as may be deemed necessary by the Department.
4. The Program will allow the Department to review and approve the text of any proposed product concerning this grant prior to its release. If this grant is to be used for a film, video, book, or other such product, the Department reserves the right to request a screening or preview of the product, during the final production stages, before deciding whether to be credited as a funder of the product.

3. Costs. The County agrees to pay the Program the costs for activities approved under this contract and the attached Grant Application. The County will submit payment to the Program within thirty (30) days of the County receiving an invoice prepared by the Program relating to this agreement. If this agreement is terminated early by either party, pursuant to the provisions of Section 7 below, County shall pay the Program for all services rendered by the Program under this agreement prior to the date that this agreement is terminated.

4. Effective Date. The Effective Date of this agreement shall be on the earliest date after this agreement satisfies the requirements of the Act (the "Effective Date").

5. Term of Agreement. The term of this agreement shall begin upon the Effective Date of this agreement and shall, subject to the termination and other provisions set forth herein, terminate on the date that the parties have satisfied each of their respective duties under this agreement.

6. Termination of Agreement. This agreement may be terminated prior to the completion of the Term by any of the following actions:

1. The mutual written agreement of the parties;
2. By either party after any material breach of this agreement;
3. By either party, with or without cause, 30 days after the terminating party mails a written notice to terminate this agreement to the other party; or

4. As otherwise set forth in this agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

7. Damages. The parties acknowledge, understand, and agree that, for the duration of this agreement and unless otherwise agreed to in a separate and legally binding agreement between the parties, the parties are fully and solely responsible for their own actions, activities, and/or business sponsored or conducted.

8. Governmental Immunity. The parties recognize and acknowledge that each party is covered by the *Governmental Immunity Act of Utah*, codified at Section 63G-7-101, et seq., Utah Code Annotated as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this agreement shall be deemed officers and employees of the party employing their services, even if performing functions outside of the territorial limits of such party and shall be deemed officers and employees of such party under the provisions of the *Utah Governmental Immunity Act*.

9. No Separate Legal Entity. No separate legal entity is created by this agreement.

10. Approval. This agreement shall be submitted to the authorized attorney for each party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, *Utah Code Ann.* (1953) as amended. A duly executed original and/or counterpart of this agreement shall be filed with the keeper of records of each party in accordance with Section 11-13-209, *Utah Code Ann.* (1953) as amended.

11. Benefits. The parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a party are not in any manner or degree employees of the other party and shall have no right to and shall not be provided with any benefits from the other party. County employees, while providing or performing services under or in connection with this agreement, shall be deemed employees of County for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. Program employees, while providing or performing services under or in connection with this agreement, shall be deemed employees of the Program for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.

12. Waivers or Modification. No waiver or failure to enforce one or more parts or provisions of this agreement shall be construed as a continuing waiver of any part or provision of this agreement, which shall preclude the parties from receiving the full, bargained for benefit under the terms and provisions of this agreement. A waiver or modification of any of the provisions of this agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the parties under this agreement cannot be waived or released verbally and may be waived or released only by an instrument in writing, signed by the party whose rights will be diminished or adversely affected by the waiver.

13. Assignment Restricted. The parties agree that neither this agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the parties.

14. Entire Agreement: Amendment. This agreement, including all attachments, if any, constitutes the entire understanding between the parties with respect to the subject matter in this agreement. Unless otherwise set forth in this agreement, this agreement supersedes all other agreements, whether written or oral, between the parties with respect to the subject matter in this agreement. No amendment to this agreement will be effective unless it is in writing and signed by both parties.

15. Governing Law; Exclusive Jurisdiction. Utah law governs any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding ("Proceeding") brought by one party against the other party arising out of this agreement. If either party brings a Proceeding against the other party arising out of this agreement, that party may bring that Proceeding only in a state court located in San Juan County, Utah (for claims that may only be resolved through the federal courts, only in a federal court located in Salt Lake City, Utah), and each party hereby submits to the exclusive jurisdiction of such courts for purposes of any such Proceeding.

16. Severability. The parties acknowledge that if a dispute arises out of this agreement or the subject matter of this agreement, the parties desire the arbiter to interpret this agreement as follows:

1. With respect to any provision that the arbiter holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; and

2. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the agreement will remain in effect as written.

17. This agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same agreement.

WHEREFORE, the parties have signed this agreement on the dates set forth below.

<p>PROGRAM Drug Free Utah Educational Inc</p> <p>Printed: _____ Name</p> <p>Signature _____</p> <p>Dated: _____</p> <p>ATTEST:</p> <p>Printed _____ Name</p> <p>Dated: _____</p>	<p>REVIEWED AND APPROVED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:</p> <p>Program Attorney</p> <p>Dated: _____</p>
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<p>SAN JUAN COUNTY</p> <p>Jamie Harvey, Chairman Board of San Juan County Commissioners</p> <p>Dated: _____</p> <p>ATTEST:</p> <p>San Juan County Clerk Auditor</p>	<p>REVIEWED AND APPROVED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:</p> <p>San Juan County Attorney's Office</p> <p>Dated _____</p>
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Dated: