

**INTERLOCAL COOPERATION AGREEMENT**

by and between

**SALT LAKE COUNTY**

For Salt Lake County Aging & Adult Services Division  
and

**SAN JUAN COUNTY**

For San Juan County Area Agency on Aging  
for

The Nonexclusive License To Use the Caregiver Talking Points Program

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**THIS INTERLOCAL COOPERATION AGREEMENT** ("Agreement"), is made and entered into as of this 14th day of January, 2024 by SALT LAKE COUNTY ("County"), a body corporate and politic of the State of Utah, with its address located at 2001 South State Street, Salt Lake City, Utah 84190 ("County"), for its Salt Lake County Aging & Adult Services Division ("AAS"), and San Juan County, a body corporate and politic of the State of Utah, for its San Juan County Area Agency on Aging ("Licensee"), with its business address located at 117 S. Main Street, Monticello, Utah 84535. County and Licensee may be referred to jointly as the "Parties" and individually as a "Party."

**RECITALS**

**WHEREAS**, the Parties are "public agencies" and are therefore authorized by the Utah Interlocal Cooperation Act, Section 11-13-101, et seq., Utah Code Annotated, to enter into agreements with each other for joint and cooperative action which will enable them to make the most efficient use of their powers on a basis of mutual advantage; and

**WHEREAS**, County through AAS is the creator and owner of the Caregiver Talking Points Program ("CTP"); and

**WHEREAS**, the CTP program is designed to help meet the coaching and training needs of family and other caregivers; and

**WHEREAS**, the program is a flexible, bite-sized learning program that helps improve

caregiver skills, self-sufficiency, and resource finding; and

**WHEREAS**, Licensee is desirous of having access to the CTP program and to have a trained Master Trainer to participate in and conduct the CTP program for Licensee.

**NOW, THEREFORE**, in consideration of the terms, conditions, and mutual covenants contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1) **CONSIDERATION.**

- a) The license to use the CTP Program is provided pro bono, and free of charge.

2) **OWNERSHIP OF CTP PROGRAM**

- a) Licensee agrees to obtain all of the manuals for the CTP Program from AAS. Consistent with copyright law, Licensee will ensure that all Master Trainers and facilitators will use the CTP Program manual and materials as provided without change or amendment.

3) **GRANT OF LICENSE AND AUTHORIZED USE.**

- a) AAS hereby grants to Licensee a nonexclusive license to use the CTP Program under the conditions set forth herein. Licensee may not license the CTP Program to other users or use the CTP Program for purposes other than those expressly described in this Agreement.

4) **LICENSE LAPSE OR EXPIRATION.**

- a) If Licensee wishes to let their license lapse without a renewal (after the term stated in this Agreement) all trained facilitators and master trainers are no longer licensed under the Licensee and become ineligible to perform the CTP Program. Licensee will communicate this to all of its facilitators and master trainers.

5) **ISSUANCE OF LICENSE.**

Issuance of the CTP Program license is contingent upon: (a) Licensee's trainees' successful completion of the Master Trainer, Train the Trainer training; (b) Licensee's payment of the training fee and any associated expenses.;

6) **FURTHER LIMITATIONS ON USE.**

- a) Licensee may not create derivatives or in any way alter the CTP Program Master Trainer, Train the Trainer training, Master Trainer manual or materials in any way

without the express written permission of AAS. Licensee may not otherwise commercially exploit the CTP Program, or any material derived from or based upon the CTP Program. AAS may immediately terminate this Agreement upon written notice to Licensee if Licensee breaches the terms of this section.

7) **FACILITATOR TRAININGS AND WORKSHOPS.**

- a) Licensee agrees it will provide facilitator training only to its employees and volunteers within its own organization or its affiliates, and partners if any. Licensee shall provide its employees and volunteers sufficient time to complete the training and to perform the duties and responsibilities required under the CTP Program.

8) **LICENSEE'S AGREEMENT WITH MASTER TRAINERS AND FACILITATORS.**

- a) Licensee agrees that it will cause its master trainers and facilitators to enter into separate agreements with AAS as set forth in Exhibit A, "Master Trainer Agreement" and Exhibit B, "Facilitator Agreement".

9) **ELIGIBLE CLIENTELE.**

- a) All Caregivers over the age of 18 are eligible to participate. The CTP Program shall be provided to all caregivers free of charge.

10) **LICENSING.**

- a) Both Parties will comply with all applicable licensing or other standards required by Federal, State, City, and County ordinances in which the services are provided for the full duration of this Agreement.

11) **ASSURANCE OF COMPLIANCE.**

- a) Both Parties will abide by all regulations and guidelines issued by the Federal Government, State of Utah, or County pertinent to the management and administration of the Agreement. Licensee has read and will comply with all Federal, State laws, standards, directives, and County and City ordinances to which reference is made herein. County will attempt to provide at least ten (10) calendar days' notice of any guidelines it imposes and as much notice as possible of any regulations and guidelines imposed by State or Federal Government.

12) **ASSIGNABILITY.**

- a) Both Parties agree it shall not subcontract, assign, or transfer any rights or duties under this Agreement to any other party or agency without the prior written consent of AAS.

If such consent is obtained, this Agreement can be modified to incorporate the assignment by appending said consent to this Agreement.

13) **DISCRIMINATION.**

- a) The Parties agree that no person shall, on the grounds of race, color, religion, disability, sex, sexual orientation, marital status, age, or national origin, shall be discriminated against for employment made possible or resulting from this Agreement; and
- b) No person shall on the grounds of race, color, religion, disability, sex, sexual orientation, marital status, or national origin, be excluded from participation in, be denied the benefits of, or be subject to any discrimination under any program or activity made possible by or resulting from this Agreement; and
- c) Licensee will comply with all requirements imposed by Title VI and VII of the Civil Rights Act of 1973, Section 504 of the Rehabilitation Act of 1973, and the Americans with disability Act; and
- d) Licensee and County will ensure that employees are selected and treated during employment without regard to their race, disability, color, religion or lack thereof, sex, sexual orientation, age, or national origin. This requirement shall apply, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship; and
- e) The Parties specifically agree that failure or refusal to comply with this Section shall be a basis for immediate termination and/or suspension in whole or in part of this Agreement.

14) **CONFIDENTIALITY.**

- a) The Parties hereby agree that all information regarding recipient of the services provided by this Agreement or any subcontracts shall be confidential to the extent allowed by law. Publication of any information that would identify an individual recipient is prohibited except upon written consent of the recipient or the responsible guardian except where connected with the administration of the Agreement and the responsibilities of County and/or Licensee.

15) **DURATION OF AGREEMENT.**

- a) This Agreement shall be effective (“Effective Date”) upon execution by both Parties.

This Agreement shall have an initial term of three (3) years (“Term”) terminating on the third year anniversary of the Effective Date, and can be renewed three (3) more times for an additional one (1) year Term..

16) **MODIFICATION AND NOVATION.**

- a) The Parties hereby agree that this Agreement shall not be subject to change, addition, or erasure or any other modification or novation except by the mutual written consent of the Parties hereto. Any change or modification will be negotiated by the respective administration of each entity or their appointed representative.

17) **TERMINATION OR SUSPENSION.**

- a) The Parties agree that either Party has the right at any time after the effective date of this Agreement to terminate this Agreement by giving the other Party thirty ( 30) days’ notice in writing, specifying the reason or reasons therefore. If notice is so given, this Agreement shall terminate upon expiration of the thirty (30) calendar days and the liability for the Parties hereunder for further performance of the terms of this Agreement shall there upon cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. The termination of this Agreement shall not relieve Licensee of its obligation to pay any outstanding license fees due AAS under this Agreement.
- b) The CTP Program shall be provided to all caregivers free of charge. If at any time AAS becomes aware that Licensee is charging caregivers or their insurance companies for the use of the program or its materials, such use will result in the immediate termination of this Agreement.
- c) Notices shall be sent to County and Licensee as follows:

COUNTY: Salt Lake County  
Attn: Caregiver Support Program Manager  
2001 South State Street, Suite S1-600  
Salt Lake City, Utah 84114-4575

LICENSEE: San Juan County  
San Juan County Area Agency on Aging  
117 S Main Street  
Monticello, Utah 84535

18) **UNAUTHORIZED USE.**

- a) Notwithstanding the cure provisions set forth in this Agreement, AAS may terminate this Agreement immediately upon notice to Licensee in the event Licensee or any Licensee personnel uses, discloses, or reproduces any CTP Program materials in any manner not permitted by this Agreement.

19) **INDEMNIFICATION.**

- a) Both Parties are governmental entities under the "Utah Governmental Immunity Act." Title 63G, Chapter 7, Utah Code Annotated. Consistent with the terms of this Act, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which it commits, or which are committed by its agents, officials, or employees. Neither Party waives any defenses or limits of liability otherwise available under the Governmental Immunity Act.
- b) Licensee uses the CTP Program at its own risk, except as set forth in this Agreement. AAS will have no liability to Licensee or to any third party as a result of the Licensee's use of the CTP Program.
- c) Each Party (the "Indemnifying Party") hereby agrees to indemnify and hold harmless the other party (the "Indemnified Party") from any and all damages, settlements, costs, legal fees and other expenses incurred in connection with a claim against the Indemnified Party based upon any action or omission of the Indemnifying Party, its directors, officers, agents, employees, trainers, trainees, or volunteers, related to the use of the CTP Program or the actions of Licensee, its agents, employees, trainers, trainees, or volunteers under this Agreement. Each Party, at its sole cost and expense, shall maintain adequate insurance to insure its activities in connection with the use of the CTP Program, and its training of facilitators, trainers, or organizations, pursuant to this Agreement.

20) **USE OF TRADEMARKS.**

- a) This Agreement includes the Licensee's right to use in advertising, publicity, or other promotional activities, the name, trade name, trademark, or their designation of the CTP Program, provided, however, that Licensee shall not modify or alter the design,

look or color of the CTP Program trademark and logo.

21) **AUTHORITY OF SIGNATORY.**

- a) The Parties hereto represent that the person executing this instrument on their behalf has the authority to do so and the authority to bind that Party.

22) **GOVERNING LAW.**

- a) This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. The Parties to this agreement unconditionally agree that Venue to resolve any claims, disputes, disagreements, lawsuits, shall be in the Third District Court in and for Salt Lake County, Utah.

23) **INTERLOCAL COOPERATION ACT REQUIREMENTS.**

- a) In satisfaction of the requirements of the Interlocal Cooperation Act, and in connection with this Agreement, the Parties agree as follows:
  - i) This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act.
  - ii) 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 Section 11-13-202.5 of the Interlocal Cooperation Act.
  - iii) A duly executed original counterpart of this Agreement shall be filed with keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Cooperation Act.
  - iv) 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.
  - v) 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 Director of AAS and the Mayor or Designee of Licensee.
  - vi) 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.

24) **INTEGRATION.**

- a) The Parties hereby agree this instrument embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements either verbally or in writing, between the Parties hereto.

25) **LICENSEE'S AND COUNTY PERSONNEL NOT AGENTS OF THE OTHER.**

- a) Licensee and County employees providing services pursuant to or consistent with the terms of this Agreement are solely the officers, agents, or employees of the employing Party. Each public entity shall assume any and all liability for the payment of salaries, wages, or other compensation due or claimed due, including workers' compensation claims, and each public entity shall hold the other harmless therefrom. Licensee shall not be liable for compensation or indemnity to any County employee for any injury or sickness arising out of his or her employment, and County shall not be liable for compensation or indemnity to any Licensee's employee for injury or sickness arising out of his or her employment, and each Party hereby agrees to hold the other Party harmless against any such claim.

26) **NO THIRD PARTY RELIANCE OR BENEFIT.**

- a) This Agreement is for the benefit of Licensee and County only, and is not intended to create any right, privilege, or cause of action in any third party, which claim is expressly denied. Unless expressly provided in this Agreement, none of the provisions of this Agreement shall be for the benefit of any other party.

27) **SEVERABILITY.**

- a) If any portion of the Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative, or unenforceable, the same shall not affect any other provision or provisions of this Agreement or render this Agreement invalid, inoperative or unenforceable to any extent whatsoever.



IN WITNESS WHEREOF, Licensee and County have caused this Agreement to be duly executed as of the day and year written first above.

SALT LAKE COUNTY:

LICENSEE: SAN JUAN COUNTY

By: \_\_\_\_\_  
Mayor or Designee

By: \_\_\_\_\_  
Mayor or Designee

DIVISION APPROVAL:

DIVISION APPROVAL:

By: \_\_\_\_\_  
Director or Designee

By: \_\_\_\_\_  
Director or Designee

Reviewed and Advised as to Form and  
Legality:

Reviewed and Advised as to Form and  
Legality:

Melanie F. Mitchell Digitally signed by Melanie F. Mitchell  
Date: 2025.01.16 15:14:06 -07'00'

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Melanie F. Mitchell  
Senior Attorney  
Salt Lake County District Attorney's Office

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County Attorney

ATTACHMENT A  
MASTER TRAINER AGREEMENT



**Caregiver Talking Points (“CTP”) Program**  
**Provided by Salt Lake County Aging & Adult Services**  
**(“AAS”)**

**Area Agency on Aging (“AAA”) Master Trainer**  
**Agreement**

All versions of the CTP Program are designed to help meet the coaching and training needs of family and other unpaid caregivers. The program is a flexible, bite-sized learning program that helps improve caregiver skills, self-sufficiency, and resource finding.

The three core components of the dissemination of this program are (1) the CTP Master Trainer’s role and certification; (2) the materials to train CTP Facilitators and caregivers, including worksheets, slides, and Facilitator’s manual; and (3) the administration and data requirements of participating organizations.

**By accepting the role as a Master Trainer of the CTP Program, I acknowledge that:**

1. Each AAA must have at least one Master Trainer to participate in the CTP program. If the Master Trainer is no longer able to participate as required, a replacement Master Trainer will be trained and certified to run the AAA’s CTP program.
2. My employer agrees to allow me adequate time to fulfill my responsibilities as a CTP Master Trainer and Facilitator.
3. I understand that there are two training levels when working with the CTP Program: (1) a Master Trainer level; and (2) a CTP Facilitator level (those facilitating on behalf of a AAA):
  - a. I must attend AAS’ one-day CTP Train-the-Trainer program to be trained and certified as a Master Trainer.
  - b. Once trained as a CTP Master Trainer, I will provide mandatory CTP Facilitator training to all Facilitators who use the CTP materials provided by my AAA.
  - c. I understand that all CTP Facilitators I train will be required to sign a Facilitator agreement. I will store these agreements in my AAA to protect program fidelity.
  - d. I will provide the mentioned CTP Facilitator training using AAS’ approved train-the-trainer materials, knowing that I may add additional materials as needed to meet local AAA requirements.

4. I understand that I will receive quarterly CTP best practice meeting invitations (virtual). Quarterly meetings 1, 2, and 3 are optional and may be attended as needed; however, the fourth quarter best practice and program update meeting must be attended by all Master Trainers. One make-up session of the fourth quarter meeting may be offered, if necessary.
5. I will complete the annual CTP Master Trainer Survey each October to maintain my certification.
6. I understand that this is a facilitated program, and I will not disseminate the CTP materials as individual worksheets without facilitation or coaching.
7. I will not publish or make available the CTP materials on public access points or websites.
8. I understand that the CTP program materials are for my AAA's use only and are copyrighted. I will not change, reproduce, or distribute them without written authorization from AAS.
9. I understand that the CTP Program is provided to all caregivers free of charge. Charging caregivers or their insurance companies for the use of this program or its materials will result in the immediate termination of program usage and my Master Trainer certification.

**By accepting my role as a Master Trainer, I will also adhere to CTP Facilitator best practices:**

1. As a Facilitator, I will study the materials and be prepared to coach individuals or hold group discussions.
2. I will facilitate and use the CTP materials as outlined in the Facilitators' manual (will not add or delete any material), but I have some flexibility in how I engage the caregivers to assimilate this material.

**CTP Master Trainer Acceptance and Commitment:**

Darin Black

Full name

[dblack@sanjuancountyut.gov](mailto:dblack@sanjuancountyut.gov)

Email Address

435-459-2876

Work Phone (extension if needed)

Utah

State

If at any time I am unable to fulfill the requirements listed above, I will notify AAS and my director to resign my position as a Master Trainer/Facilitator.

Master Trainer's Signature

Date

## ATTACHMENT B

### FACILITATOR AGREEMENT



## Caregiver Talking Points (“CTP”) Program

Provided by Salt Lake County Aging & Adult Services  
 (“AAS”)

### Area Agency on Aging (“AAA”) Facilitator Agreement

All versions of the CTP Program are designed to help meet the coaching and training needs of family and other unpaid caregivers. The program is a flexible, bite-sized learning program that helps improve caregiver skills, self-sufficiency, and resource finding.

The three core components of the dissemination of this program are (1) the materials needed to offer the CTP Program, including worksheets, slides, and Facilitators’ manual; (2) the role and requirements of a Facilitator; and (3) the administration and data requirements of participating programs.

#### **By accepting the role as a CTP Program Facilitator, I acknowledge that:**

1. If I facilitate groups as a part of my current employment, my employer has agreed to allow me adequate time to fulfill my responsibilities as a CTP Program Facilitator.
2. I understand that the CTP Program is provided to all caregivers free of charge. Charging caregivers or their insurance companies for the use of this program or its materials will result in immediate termination of my Facilitator certification.
3. I will be true to the content in the Facilitators’ manual and will not add or delete any material, but I know I have some flexibility in how I engage the caregivers to assimilate this material.
4. I will be prepared for each discussion and appropriately use the CTP program materials.
5. I understand CTP worksheets may be taught by a single Facilitator.
6. I understand that the CTP materials are for program use only and are copyrighted, and that I will not reproduce or distribute them without written authorization from AAS.

7. I will not publish or make CTP materials available on public access points or websites.
8. I will collect the following attendance information and report it to my Master Trainer:
  - The total number of discussions held; and
  - The total number of participants who attended those discussions.
9. I will contact my Master Trainer for any questions concerning program fidelity.

**CTP Facilitator Acceptance and Commitment:**

Tammy Gallegos

Full name

[tgalligos@sanjuancountyut.gov](mailto:tgalligos@sanjuancountyut.gov)

Email Address

435-587-3225

Work Phone (extension if needed)

Utah/San Juan County

State/AAA

I will fulfill all the requirements as outlined in this agreement. If at any time I am unable to fulfill the requirements listed above, I will notify my Master Trainer and resign my position as CTP Facilitator.

CTP Facilitator's Signature

Date