



500 N Brand Blvd, Suite 1000  
Glendale, CA 91203 USA

tel: 818.366.4911  
fax: 818.484.2299

www.everbridge.com

**QUOTATION**

Quote Number: 00013630

Confidential

2 of 3

Pricing Summary:	
Year One Fees*	\$107,914.25
One-time Implementation and Set Up Fees:	\$0.00
<b>Total Year One Fees:</b>	<b>\$107,914.25</b>
Subsequent Year(s) Ongoing Annual Recurring Fees:	\$115,000.00
Optional Year(s) Ongoing Annual Recurring Fees:	\$115,000.00

1. Additional rates apply for all international calls.
2. Quote subject to terms & conditions of the Everbridge Services Agreement.
3. Subject to sales taxes where applicable.

(\*Year One Fees are the total of the first year annual subscription fees and any one-time fees, i.e., Professional Services.)

**Supplemental Notes:**

This contract includes the following Existing Cities to renew under this Utah County Agreement. All cities that are currently contracted with Everbridge will migrate to this contract upon their renewal anniversary provided they sign the Interlocal Agreement with Utah County and the Everbridge, Inc. Core Platform Agreement (the "Agreements"). This contract reflects a one-time credit for the existing account of Springville/Mapleton of \$11,08.75. While there are several methods for importing contact data, also included, at no additional annual fee, for each organization ("ORG") listed below is the Contact API which will provides one method for each city to automatically import contact data from other entities. As part of this Quote, Everbridge will provide access to the API but cities and the county are responsible for development efforts to connect to the API if they choose to take advantage of this feature. If any cities or the county desire our technical assistance or support in conjunction with the Contact API, the Everbridge Professional Services team will be available at the hourly rate of \$250 per hour.

**Existing Cities/ORGS for Utah County:**

- City of Orem (2 ORGs Existing)
- Springville - Mapleton (2 ORGs Existing)
- Utah County Unincorporated (2 ORGs Existing)
- City of Lindon (2 ORGs Existing)
- City of Pleasant Grove (2 ORGs Existing)

**New Cities to be Provisioned ORGS:**

The following Cities will also be included under the Agreements as provided above, and will collectively receive 1.5 days of Onsite training at a single location. The first day will be 8 hours, and the second day will be 4 hours.

- Provo (2 ORGs)
- Eagle Mountain (1 ORG Public Portal)
- Spanish Fork (2 ORGs)
- City of Santaquin (2ORGs)

The Existing and New Cities will have the ORGs as set forth above. Utah County may add additional Cities within the Utah county ORG. Each such city shall be trained by Utah County or through Everbridge University.

Additional Implementation and training may be purchased via Everbridge Professional Services at any time during the life of this contract. Additional ORGs may be purchased for \$500 per org, contacts/members and implementation fees are not included in this price.



503 N Brand Blvd, Suite 1000  
Glendale, CA 91203 USA

tel: 888.366.4911  
fax: 818.484.2299

www.everbridge.com

**QUOTATION**

Quote Number: 00013630

Confidential

3 of 3

Authorized by Everbridge:

To accept this quote, sign, date and return:

\_\_\_\_\_  
Signature Date

*[Handwritten Signature]* 3-31-2015  
Authorized Signature Date

\_\_\_\_\_  
Print Name Title

LARRY A. ELLERTSON CHAIR  
Print Name Title  
BOARD OF COUNTY COMMISSIONERS  
UTAH COUNTY, STATE OF UTAH



500 N Brand Blvd, Suite 1000  
Glendale, CA 91203 USA

tel: 858.306.4911  
fax: 818.484.2299

www.everbridge.com

**QUOTATION**

Quote Number: 00013630  
Confidential  
1 of 3

Prepared for: Peter Qultner  
Utah County  
3075 N. Main Street  
Spanish Fork, UT 84660  
(801) 851-4140  
peterq@utahcounty.gov

Quotation Date: March 27, 2015  
Quote Expiration Date: March 31, 2015  
Rep: Lesley Turner  
(818) 230-9539  
lesley.turner@everbridgemail.com

**Contract Summary Information**

Contract Period: 2 Years  
Contract Optional Years: 3 Years  
MN Households up to: 262,000

**ANNUAL SUBSCRIPTION - See attached Product Inclusion Sheet/s for product details.**

<u>Service</u>	<u>Fee Type</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Everbridge Mass Notification (MN) with Unlimited Domestic Minutes	Recurring	1	\$1.00	\$115,000.00
Special Incentive Discount	One-Time	1	\$0.00	(\$11,085.75)
Everbridge IPAWS/WEA Notification	Recurring	1	\$1.00	\$0.00

**PREMIUM FEATURES / USAGE**

<u>Service</u>	<u>Fee Type</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Everbridge Open API (for Contact Integration)	Recurring	1	\$2,500.00	\$0.00
Everbridge Mass Notification Additional Organization	Recurring	17	\$1.00	\$0.00

**PROFESSIONAL SERVICES**

<u>Service</u>	<u>Fee Type</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Instructor Led Training	One-Time	1	\$4,000.00	\$4,000.00



### CLIENT REGISTRATION FORM

\*Required information

\*Client Name:

Account Number: (Internal use only)

\*Requestor/Approver of Services:

Contact Name:

Email Address:

Phone Number:

Other Number:

\*Billing Address:

Contact Name:

Address:

City: State/Province/Region:

Postal/Zip Code: Country:

\*Shipping/Primary Service Location Address:

Contact Name:

Address:

City: State/Province/Region:

Postal/Zip Code: Country:

\*Accounts Payable Department:

Contact Name:

Email Address:

Phone Number:

Fax Number:

Address:  same as Billing Address  same as Shipping Address

City: State/Province/Region:

Postal/Zip Code: Country:

Purchasing Department:

Contact Name:

Email Address:

Phone Number:

Fax Number:

Address:  same as Billing Address  same as Shipping Address

City: State/Province/Region:

Postal/Zip Code: Country:

\*Invoice Submission Email Address(s):

\*Do you require a Purchase Order to process payment?

Yes

No

If Yes, please send Purchase Order to [Final.Documents@everbridge.com](mailto:Final.Documents@everbridge.com)

(For U.S. Clients only)

\*Is your organization exempt from paying Sales and Use Tax?

Yes

No

If your organization is exempt or is utilizing Direct Pay, please attach a copy of your Exemption or Direct Pay Certificate to this form

\*If either of the certificates is not attached to this form, sales tax will be added where applicable.

Please provide any special instructions for submitting and processing invoices for payment:

Please list and attach any required forms and/or web links for invoice processing:

e.g., Wire/EFT/ACH forms, Vendor forms, W9 forms, Registration links



Everbridge, Inc.  
Core Platform Service Agreement

This Core Platform Service Agreement ("Agreement") is entered into by and between Everbridge, Inc. ("Everbridge"), and Utah County ("Customer"), effective April 1, 2015 ("Effective Date"). Everbridge and Customer are each hereinafter sometimes referred to as a "Party" and collectively, the "Parties".

**1. SERVICE.** Everbridge shall provide Customer and Participating Cities (as defined below) access to its proprietary interactive communication service(s) (the "Service(s)") subject to the terms and conditions set forth in this Agreement and the description of services and pricing provided in the applicable quote (the "Quote"). If applicable, Everbridge shall provide the training and professional services set forth in the Quote. Everbridge shall provide Customer and Participating Cities with login and password information for each User (as defined below) and will configure the Service to contact the maximum number of households or persons (each a "Contact") set forth on the Quote.

All Participating Cities who are currently contracting with Everbridge prior to Customer entering into this Agreement will remain a separate organization as currently established and may continue to contact Everbridge directly with support needs for their organization.

This Agreement shall be available to those cities referenced on the Quote attached hereto, who may be current Everbridge customers or who intend to become customers for the first time through this Agreement and all additional cities in Utah County not listed on the quote. Such eligible cities will become "Participating Cities" upon entering into an Interlocal Agreement with Customer requiring the city to pay Utah County their portion of the contract price and to be bound by the terms of this Agreement and providing Everbridge with a signed copy of the agreement.

**2. PAYMENT TERMS.** Customer shall pay the fees set forth in the Quote ("Pricing"). If Customer exceeds the usage levels specified in the Quote, then Everbridge may invoice Customer for any overages at then current rates. Everbridge shall invoice Customer annually in advance. All payments shall be made within thirty (30) days from date of invoice, after which interest shall accrue at a rate of one and one-half percent (1.5%) per month or the highest rate allowed by applicable law, whichever is lower. Such interest shall be in addition to any other rights and remedies of Everbridge.

**3. CUSTOMER RESPONSIBILITIES.**

**3.1 Users.** If Customer has purchased Mass Notification, Customer and Participating Cities shall in their discretion authorize certain of their employees and contractors to access that Service. If Customer has purchased Incident Management, Customer and Participating Cities shall authorize only those employees or contractors who are Incident Operators (as defined on Exhibit A) or Incident Administrators (as defined on Exhibit A) to access that Service. Collectively, Customer's and Participating Cities' employees and contractors who are authorized to access any Service as provided above are referred to as "User(s)". Each User must be bound in writing to confidentiality obligations sufficient to permit Customer and Participating Cities to fully perform their obligations under this Agreement. Customer and Participating Cities shall undergo the initial setup and training as set forth in the Implementation - Standard inclusion sheet provided with

the Quote. The Implementation sheet provides a detailed list of the services included as part of the implementation purchased and the corresponding timelines. If Customer and Participating Cities fail to complete the Implementation process within the sixty (60) day timeframe, Customer and Participating Cities must purchase any additional implementation services. Customer and/or Participating Cities shall be responsible for: (i) ensuring that their respective Users maintain the confidentiality of all User login and password information; (ii) ensuring that their respective Users use the Service in accordance with all applicable laws and regulations, including those relating to use of personal information; (iii) any breach of the terms of this Agreement by their respective Users; and (iv) all communications by their respective Users using the Service. Customer and Participating Cities shall promptly notify Everbridge if it becomes aware of any User action or omission that would constitute a breach or violation of this Agreement.

**3.2 Customer Data.** "Customer Data" is all electronic data Customer and Participating Cities transmit to Everbridge in connection with the use of the Service. Customer and Participating Cities shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all their respective Customer Data. By purchasing the Service, Customer and Participating Cities represent that they have the right to authorize and hereby do authorize Everbridge and its "Service Providers" to collect, store and process Customer Data subject to the terms of this Agreement. "Service Providers" shall mean communications carriers, data centers, collocation and hosting services providers, and content and data management providers that Everbridge uses in providing the Service. Customer and Participating Cities shall maintain a copy of their respective Customer and Participating Cities Contact data that they provide to Everbridge. Customer and Participating Cities acknowledge that the Service is a passive conduit for the transmission of Customer Data and any data submitted by Contacts, and to the extent arising out of the acts or omissions of Customer and/or Participating Cities, Everbridge shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise objectionable or unlawful content in any Customer Data or data submitted by Contacts, or for any losses, damages, claims, suits or other actions arising out of or in connection with any data sent, accessed, posted or otherwise transmitted via the Service by Customer and Participating Cities or Contacts. Everbridge shall use commercially reasonable efforts to maintain Customer Data confidential.

**3.3 Participating Cities.** Everbridge agrees that Customer is not responsible for the conduct or supervision of Users authorized by the Participating Cities or for the electronic data transmitted by them. Any and all Customer Responsibilities of these Participating Cities as defined in this Section 3 are the sole responsibility of each of the Participating Cities and not of Customer. Customer shall be responsible for all payment terms hereunder for itself and each Participating City. The pricing in the Quote includes all Participating Cities. Each Participating City by entering into an Interlocal Agreement with Customer and provision of the Interlocal Agreement to Everbridge agrees to be bound by all of the terms herein as applicable to it.

**4. TERM.** This Agreement will commence on the Effective Date and will continue in full force and effect until all executed

Quotes have terminated, unless otherwise terminated in accordance with the termination rights set forth in this Agreement. Any renewal of this Agreement for the option years set forth in the applicable Quote shall be on the same terms and conditions contained in that Quote.

## 5. TERMINATION; SUSPENSION.

**5.1 Termination by Either Party.** Either Party may terminate this Agreement upon the other Party's material breach of this Agreement, provided that (i) the non-breaching Party sends written notice to the breaching Party describing the breach in reasonable detail; (ii) the breaching Party does not cure the breach within thirty (30) days following its receipt of such notice (the "Notice Period"); and (iii) following the expiration of the Notice Period, the non-breaching Party sends a second written notice to the breaching Party indicating its election to terminate this Agreement.

**5.2 Termination by Everbridge.** If Customer fails to pay any amounts due within thirty (30) days of their due date, Everbridge may terminate this Agreement or suspend the Service in Everbridge's sole discretion pursuant to the notice provisions above. Termination for non-payment shall not relieve Customer of its outstanding obligations (including payment) under this Agreement. If Everbridge suspends the Service, Customer's account shall not be reactivated until Customer is in compliance with this Agreement and has paid all past due amounts.

**5.3 Suspension.** Everbridge may suspend, with or without notice, the Service or any portion for (i) emergency network repairs, threats to, or actual breach of network security; (ii) any violation by Customer of Section 3.2 or 6.2; or (iii) any legal, regulatory, or governmental prohibition affecting the Service. In the event of a suspension under (i) or (iii), Everbridge shall use its best efforts to notify Customer and reactivate any affected portion of the Service as soon as possible.

**5.4 Termination by Customer.** Customer may terminate this Agreement at the end of any contract term or renewal identified in the Quote upon (30) thirty days notice to Everbridge prior to the end of any contract term or renewal.

**5.5** Notwithstanding anything contained herein to the contrary, and except for non payment by Customer, only a breaching Customer's and/or a breaching Participating City's use of the Services shall be terminated or suspended for their own breach of the terms and conditions of this Agreement.

## 6. PROPRIETARY RIGHTS.

**6.1 Grant of License.** Everbridge hereby grants to Customer and Participating Cities, during the term of this Agreement, a non-exclusive, non-transferable, non-sublicensable right to use the Service subject to the terms and conditions of this Agreement. Upon suspension of the Service or termination of this Agreement for any reason, the foregoing license shall terminate automatically and Customer and Participating Cities shall discontinue all further use of the Service.

**6.2 Restrictions.** Customer and Participating Cities shall use the Service solely for its internal business purposes and shall not make the Service available to, or use the Service for the benefit of, any third party except as expressly contemplated by this Agreement. Customer and Participating Cities shall not: (i) copy, modify, reverse engineer, de-compile,

disassemble or otherwise attempt to discover or replicate the computer source code and object code provided or used by Everbridge in connection with delivery of the Service (the "Software") or create derivative works based on the Software, the Service or any portion thereof; (ii) merge any of the foregoing with any third party software or services; (iii) use any Everbridge Confidential Information to create a product that competes with the Software; (iv) remove, obscure or alter any proprietary notices or labels on the Software or any portion of the Service; (v) create internet "links" to or from the Service, or "frame" or "mirror" any content forming part of the Service, other than on Customer's and Participating Cities' own intranets for its own internal business purposes; (vi) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Service; (vii) use the Service in violation of any applicable law or regulation; or (viii) access the Service for purposes of monitoring Service availability, performance or functionality, or for any other benchmarking or competitive purposes.

**6.3 Reservation of Rights.** Other than as expressly set forth in this Agreement, Everbridge grants to Customer and Participating Cities no license or other rights in or to the Service, the Software or any other proprietary technology, material or information made available to Customer and Participating Cities through the Service or otherwise in connection with this Agreement (collectively, the "Everbridge Technology"), and all such rights are hereby expressly reserved. Everbridge (or its licensors where applicable) owns all rights, title and interest in and to the Service, the Software and any Everbridge Technology, and all patent, copyright, trade secret and other intellectual property rights ("IP Rights") therein, as well as (i) all feedback and other information (except for the Customer Data) provided to Everbridge by Users, Customer, Participating Cities and Contacts, and (ii) all transactional, performance, derivative data and metadata generated in connection with the Services.

## 7. CONFIDENTIAL INFORMATION.

**7.1 Definition; Protection.** As used herein, "Confidential Information" means all information of a Party and Participating Cities ("Disclosing Party") disclosed to the other Party and Participating Cities ("Receiving Party"), whether orally, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, any personally identifiable Customer Data, all Everbridge Technology, and either Party's and Participating Cities' business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose other than performance or enforcement of this Agreement without the Disclosing Party's prior written consent, unless (but only to the extent) otherwise required by a

governmental authority. Each Party agrees to protect the Confidential Information of the other Party with the same level of care that it uses to protect its own confidential information, but in no event less than a reasonable level of care. Without limiting the foregoing, this Agreement and all terms hereof shall be Everbridge's Confidential Information unless otherwise provided by law, including applicable freedom of information laws.

## 8. WARRANTIES; DISCLAIMER.

**8.1 Everbridge Warranty.** Everbridge shall use commercially reasonable efforts to provide the Services herein contemplated, including maintaining the confidentiality of Customer Data. To the extent professional services are provided, Everbridge shall perform them in a professional manner consistent with industry standards. THE FOREGOING REPRESENT THE ONLY WARRANTIES MADE BY EVERBRIDGE HEREUNDER AND EVERBRIDGE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

**8.2 Disclaimer.** THE SERVICE IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. NEITHER EVERBRIDGE NOR ITS LICENSORS WARRANT THAT THE SERVICE WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL EVERBRIDGE HAVE ANY LIABILITY TO CUSTOMER, USERS, CONTACTS OR ANY THIRD PARTY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SERVICE TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF EVERBRIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**8.3 Customer and Participating Cities Representations and Warranties.** Customer and Participating Cities represent and warrant that during their respective use of the Service, Customer and Participating Cities shall (i) clearly and conspicuously notify Contacts of the way in which their personal information shall be used, and (ii) have primary safety and emergency response procedures including, without limitation, notifying 911 or equivalent fire, police, emergency medical and public health officials (collectively, "First Responders"). Customer and Participating Cities acknowledge and agrees that Everbridge is not a First Responder, and that the Service does not serve as a substitute for Customer's and Participating Cities' own emergency response plan, which in the event of an actual or potential imminent threat to person or property, shall include contacting a First Responder prior to using the Service. Customer and Participating Cities represent and warrant that their respective notifications through the Service shall be sent by authorized Users, and that their respective collection, storage and processing of Customer Data, and the use of the Service, as provided in this Agreement, will at all times comply with (x) their respective policies regarding privacy and protection of personal information; and (y) all applicable laws and regulations, including those related to processing, storage, use, disclosure, security, protection and handling of Customer Data.

## 9. INDEMNIFICATION.

**9.1 By Customer.** Customer and Participating Cities,

to the extent arising out of their own acts, errors or omissions, shall indemnify and hold Everbridge harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with any claim, suit or proceeding ("Claim") arising out of their respective data sent, accessed, posted or otherwise transmitted via the Service by Customer, Participating Cities or Contacts or their respective breach of Sections 3, 6 or 8.3.

**9.2 By Everbridge.** Everbridge shall indemnify and hold Customer and Participating Cities harmless from and against any Claim arising out of their own acts, errors or omissions, but only to the extent it is based on a Claim that the Service directly infringes an issued patent or other IP Right in a country in which the Service is actually provided to Customer and Participating Cities. In the event Everbridge believes any Everbridge Technology is, or is likely to be the subject of an infringement claim, Everbridge shall have the option, at its own expense, to: (i) to procure for Customer and Participating Cities the right to continue using the Service; (ii) replace same with a non-infringing service; (iii) modify such Service so that it becomes non-infringing; or (iv) refund any fees paid to Everbridge and terminate this Agreement without further liability. Everbridge shall have no liability for any Claim arising out of (w) Customer Data or other Customer or Participating Cities supplied content, (x) use of the Service or Software in combination with other products, equipment, software or data not supplied by Everbridge, (y) any use, reproduction, or distribution of any release of the Service or Software other than the most current release made available to Customer, or (z) any modification of the Service or Software by any person other than Everbridge.

**10. LIMITATION OF LIABILITY.** Neither Party shall have any liability to the other Party or Participating Cities for any loss of use, interruption of business, costs of substitute services, or any other indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage. Notwithstanding anything in this Agreement to the contrary, except for its indemnification obligations or a breach of confidentiality, in no event shall Everbridge's aggregate liability to Customer or Participating Cities, regardless of whether any action or claim is based on warranty, contract, tort, or otherwise, exceed amounts actually paid by Customer to Everbridge hereunder during the 12 month period prior to the event giving rise to such liability. Customer and Participating Cities understand and agrees that these liability limits reflect the allocation of risk between the parties and are essential elements of the basis of the bargain, the absence of which would require substantially different economic terms.

## 11. MISCELLANEOUS.

**11.1 Non-Solicitation.** As additional protection for Everbridge's proprietary information, for so long as this Agreement remains in effect, and for one year thereafter, Customer agrees that it shall not, directly or indirectly, solicit, or attempt to solicit any employees of Everbridge; provided, that a general solicitation to the public for employment is not prohibited under this section.

**11.2 Force Majeure; Limitations.** The Parties and Participating Cities shall not be responsible for performance under this Agreement to the extent precluded by circumstances beyond their reasonable control, including without limitation acts of God, acts of government, flood, fire,

earthquakes, civil unrest, acts of terror, labor problems, computer, telecommunications, Internet service provider or hosting facility failures, or delays involving hardware, software or power systems, and network intrusions or denial of service attacks. The Service delivers information for supported Contact paths to public and private networks and carriers, but cannot guarantee delivery of the information to the recipients. Final delivery of information to recipients is dependent on and is the responsibility of the designated public and private networks or carriers. Customer acknowledges and agrees that territories outside the U.S. and Canada may have territorial restrictions resulting from applicable law, telecommunications or internet infrastructure limitations, telecommunications or internet service provider policies, or communication device customizations that may inhibit or prevent the delivery of certain SMS, text or other notifications, or restrict the ability to place or receive certain calls such as outbound toll free calls. The Parties and Participating Cities shall have no liability to the extent such restrictions impede the Service.

**11.3 Waiver; Severability.** The failure of either Party hereto to enforce at any time any of the provisions or terms of this Agreement shall in no way be considered to be a waiver of such provisions. If any provision of this Agreement is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed deleted and the remaining provisions shall continue in full force and effect.

**11.4 Assignment.** Neither this Agreement nor any rights granted hereunder may be sold, leased, assigned (including an assignment by operation of law), or otherwise transferred, in whole or in part, by either Party, and any such attempted assignment shall be void and of no effect without the advance written consent of the other, which shall not be unreasonably withheld.

**11.5 Governing Law; Attorney's Fees.** This Agreement shall be governed and construed in accordance with the laws of the State of Utah, without regard to its conflicts of laws rules. Venue for any dispute arising out of this agreement shall be in the Courts of the State of Utah. The prevailing party in any action arising out of this Agreement shall be entitled to its reasonable attorneys' fees and costs.

**11.6 Notices.** Either party may give notice at any time by any of the following: letter delivered by (i) nationally recognized overnight delivery service; (ii) first class postage prepaid mail; or (iii) certified or registered mail, (certified and first class mail deemed given following 2 business days after mailing) to the other party at the address set forth below.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed as of the date set forth below.

**EVERBRIDGE, INC.**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address:  
500 N. Brand Blvd., Suite 1000  
Glendale, California 91203

**For legal notice:**  
Attention: Legal Department

Either Party may change its address by giving notice as provided herein. Invoices shall be sent to the Customer's contact and address following Customer's signature below.

**11.7 Entire Agreement.** This Agreement, including its Exhibits and any Quote, constitutes the entire agreement between the Parties and supersedes all other agreements and understandings between the Parties, oral or written, with respect to the subject matter hereof, including any confidentiality agreements. This Agreement shall not be modified or amended except by a writing signed by both Parties. ANY NEW TERMS OR CHANGES INTRODUCED IN A PURCHASE ORDER OR OTHER DOCUMENT ARE VOID AND OF NO FORCE OR EFFECT. EVERBRIDGE'S ACKNOWLEDGEMENT OF RECEIPT OF SUCH DOCUMENT OR ACCEPTANCE OF PAYMENT SHALL NOT CONSTITUTE AGREEMENT TO ANY TERMS OTHER THAN THOSE SET FORTH IN THIS AGREEMENT.

**11.8 Marketing.** [Intentionally deleted]

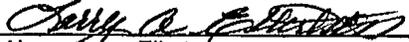
**11.9 Survival.** Sections 2, 3.2, 5.2, 6, 7, 9-11 and the applicable provisions of Exhibit A shall survive the expiration or earlier termination of this Agreement.

**11.10 Counterparts.** This Agreement may be executed in one or more counterparts, all of which together shall constitute one original document. A facsimile transmission or copy of the original shall be as effective and enforceable as the original.

**11.11 Export Compliant.** Neither Party nor Participating Cities shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

**11.13 Governmental Immunity.** Notwithstanding anything to the contrary in this Agreement, Customer's and Participating Cities duties, responsibilities, liabilities and indemnification obligations under this Agreement are subject to and governed by the Governmental Immunity Act of Utah, 63G-7-101, *et. seq.*, including but not limited to, the limits of liability contained therein, nor shall either Party or Participating Cities be liable to the other for the other's acts, errors or omissions.

**CUSTOMER: Utah County**

By:   
Print Name: Larry Ellertson  
Title: Chairman, Utah County Commission  
Date: 3-31-2015

**Customer's address for legal notices:**

Utah County Attorney  
Civil Division  
100 East Center Street #2400  
Provo, Utah 84606

**Customer's address for billing:**

Utah County Sheriff  
3075 North Main  
Spanish Fork, Utah 84660  
Attn: Emergency Services  
Email for billing: \_\_\_\_\_

Telephone number: \_\_\_\_\_

## EXHIBIT A

*The following additional business terms are incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.*

**"Data Feed"** means data content licensed or provided by third parties to Everbridge and supplied to Client in connection with the Service (e.g., real time weather system information and warnings, 911 data, third party maps, and situational intelligence).

**"Incident Administrator"** means an individual who is authorized by Client as an organizational administrator for the Incident Management or IT Alerting Service.

**"Incident Operator"** means an individual who is authorized by Client as an operator of the Incident Management or IT Alerting Service.

**"Premium Features"** means the products and services listed on the Premium Feature List attached to the Quote.

- 1. Data Feeds.** Notwithstanding anything to the contrary in this Agreement, to the extent that Client has purchased or accesses Data Feeds, such feeds are provided solely on an "AS IS" and "AS AVAILABLE" basis and Everbridge disclaims any and all liability of any kind or nature resulting from any inaccuracies or failures with respect to such Data Feeds. The sole and exclusive remedy for any failure, defect, or inability to access the content of such Data Feed shall be to terminate the Data Feed with no further payments due.
- 2. Incident Management/IT Alerting.** For Clients purchasing the Incident Management or IT Alerting Service, unless designated as unlimited: (a) Clients may only designate the number of Users set forth on the Quote, and such individuals shall only have the access rights pursuant to such designation and role; (b) Incident Administrators shall have the ability to build incident templates, report on incidents, and launch incident notifications; (c) Incident Operators shall only have the ability to launch or manage incidents; (d) IT Alerting Users shall have the ability to build, launch or manage incidents as well as participate in an on-call schedule to receive IT outage notifications, and (e) Client shall be provided the number of incident templates purchased pursuant to the Quote. If Client exceeds the number of Users or incident templates purchased, Client shall be charged the applicable fees then in effect for additional Users or incident templates, as applicable.
- 3. Secure Messaging.** For Clients purchasing peer to peer secure messaging solutions ("**Secure Messaging**"), Everbridge's shall comply with all applicable privacy laws including, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), and the Gramm-Leach-Bliley and the Fair Credit Reporting Act, as applicable. Any Business Associate Agreement executed in connection with this Agreement shall be incorporated and made a part of this Agreement. Client acknowledges and agrees that Secure Messaging solutions are intended to deliver non-critical, non-emergency messages between users as a convenience to facilitate communications and are not intended for or suitable for use in situations where a failure or time delay of, or errors or inaccuracies in, the content, data or information provided through the services could lead to death, personal injury or property damage.

EXHIBIT B  
IPAWS- CMAS/WEA Addendum

*This addendum is incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.*

1. **IPAWS Authorization:** Client represents and warrants to Everbridge that any employee, agents, or representatives of Client who access IPAWS-OPEN using Client's credentials provided by FEMA (each, an "IPAWS User"), are authorized by FEMA to use IPAWS-OPEN, have completed all required training, and Client has executed an IPAWS Memorandum of Agreement ("MOA") with FEMA. Client shall contact Everbridge immediately upon any change in Client or any IPAWS User's right to access IPAWS-OPEN. Client shall only access IPAWS-OPEN using its designated credentials and FEMA issued digital certificate ("Digital Certificate"). Client acknowledges and agrees that Everbridge shall not have access to its credentials and that Client assumes full responsibility for maintaining the confidentiality of any credentials issued to it. Client shall be solely responsible for any and all claims, damages, expenses (including attorneys' fees and costs) that arise from any unauthorized use or access to IPAWS-OPEN.
2. **Credentials:** Client shall load and maintain within its Everbridge account Organization, its Digital Certificate, COG ID, and Common Name. Client authorizes and requests Everbridge to use the foregoing stored information to connect Client to IPAWS-OPEN.
3. **Messaging:** Client acknowledges and agrees that: (i) upon submission of messages to IPAWS-OPEN, Everbridge shall have no further liability for the distribution of such message, and that the distribution through IPAWS-OPEN, including, but not limited to, delivery through the Emergency Alert System or the Commercial Mobile Alert System, is in no way guaranteed or controlled by Everbridge; (ii) Everbridge shall not be liable as a result of any failure to receive messages distributed through IPAWS-OPEN; (iii) IPAWS may include additional features not supported through the Everbridge system, and Everbridge shall not be required to provide such additional features to Client; and (iv) Client shall be solely responsible and liable for the content of any and all messages sent through IPAWS-OPEN utilizing its access codes.
4. **Term:** Client acknowledges and agrees that access to IPAWS-OPEN shall be available once Client has provided Everbridge with the Digital Certificate and any other reasonably requested information to verify access to the system. Upon termination of the Agreement access to IPAWS-OPEN shall immediately terminate. In addition, Everbridge may immediately terminate, without liability, access to IPAWS-OPEN, if Client breaches this Addendum, the MOA, or FEMA changes the IPAWS-OPEN system so that it materially change the business terms and/or feasibility for Everbridge to provide such access.

EXHIBIT C  
PARTICIPATING CITIES

By signing below each city agrees to be bound by the terms and conditions of the foregoing Everbridge, Inc. Core Platform Service Agreement as a Participating City and not as a party to the Agreement. Utah County and Everbridge are the contracting parties under this Agreement.

<p><b>CITY NAME:</b> _____</p> <p><b>By:</b> _____</p> <p><b>Print Name:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Date:</b> _____</p> <p><b>Address for legal notices:</b></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p><b>CITY NAME:</b> _____</p> <p><b>By:</b> _____</p> <p><b>Print Name:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Date:</b> _____</p> <p><b>Address for legal notices:</b></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p><b>CITY NAME:</b> _____</p> <p><b>By:</b> _____</p> <p><b>Print Name:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Date:</b> _____</p> <p><b>Address for legal notices:</b></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p><b>CITY NAME:</b> _____</p> <p><b>By:</b> _____</p> <p><b>Print Name:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Date:</b> _____</p> <p><b>Address for legal notices:</b></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p><b>CITY NAME:</b> _____</p> <p><b>By:</b> _____</p> <p><b>Print Name:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Date:</b> _____</p> <p><b>Address for legal notices:</b></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p><b>CITY NAME:</b> _____</p> <p><b>By:</b> _____</p> <p><b>Print Name:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Date:</b> _____</p> <p><b>Address for legal notices:</b></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>

<hr/> <hr/> <hr/> <hr/>	<hr/> <hr/> <hr/> <hr/>
<p><b>CITY NAME:</b> _____</p> <p><b>By:</b> _____</p> <p><b>Print Name:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Date:</b> _____</p> <p><b>Address for legal notices:</b></p> <hr/> <hr/> <hr/> <hr/>	<p><b>CITY NAME:</b> _____</p> <p><b>By:</b> _____</p> <p><b>Print Name:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Date:</b> _____</p> <p><b>Address for legal notices:</b></p> <hr/> <hr/> <hr/> <hr/>
<p><b>CITY NAME:</b> _____</p> <p><b>By:</b> _____</p> <p><b>Print Name:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Date:</b> _____</p> <p><b>Address for legal notices:</b></p> <hr/> <hr/> <hr/> <hr/>	<p><b>CITY NAME:</b> _____</p> <p><b>By:</b> _____</p> <p><b>Print Name:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Date:</b> _____</p> <p><b>Address for legal notices:</b></p> <hr/> <hr/> <hr/> <hr/>

Population Calculated using 2013 US Census

If Everybody signs county-wide contract except American Fork

City	Population	Total Households (Including Business)	% of Utah County households	Cost Share of \$115,000/Annually by households
Alpine	10024	4,594	0.019	2,206.56
American Fork	0	0	0.000	0.00
Cedar Fort	368	169	0.001	81.01
Cedar Hills	10179	4,665	0.019	2,240.68
Draper	0	0	0.000	0.00
Eagle Mountain	24217	11,099	0.046	5,330.83
Elk Ridge	2435	1,116	0.005	536.01
Fairfield	119	55	0.000	26.20
Genola	1370	628	0.003	330.51
Goshen	921	422	0.002	202.74
Highland	17011	7,797	0.033	3,744.59
Lehi	54382	24,925	0.104	11,970.99
Lindon	10611	4,863	0.020	2,335.78
Mapleton	8784	4,026	0.017	1,933.60
Orem	91648	42,005	0.175	20,174.26
Payson	19154	8,779	0.037	4,216.33
Pleasant Grove	34988	16,036	0.067	7,701.83
Provo	116288	53,299	0.223	25,598.21
Salem	6928	3,175	0.013	1,525.04
Santaquin	9843	4,511	0.019	2,166.72
Saratoga Springs	22749	10,427	0.044	5,007.69
Spanish Fork	36956	16,938	0.071	8,135.04
Springville	31205	14,302	0.060	6,869.09
Vineyard	900	413	0.002	198.11
Woodland Hills	1344	616	0.003	295.85
Utah County Uninc.	10000	4,583	0.019	2,201.28
	522424	239,444		
Total Calculated Households		239,444		

Everbridge Formula = (Population) divided by (2.4) Multiplied by (1.1) = Households including businesses..... Multiplied by .46 = Annual Cost

Total Utah County Households (Including Business Factor) = 252,950 - American Fork, Draper, Mapleton, and Spanish Fork = 218,480

**WEA/IPAWS Addendum  
to  
Everbridge, Inc. Service Agreement**

This WEA/IPAWS Addendum to the Everbridge Service Agreement ("Addendum") is entered into this 31<sup>st</sup> day of March, 2014 by and between Everbridge, Inc., a Delaware corporation ("Everbridge"), and Utah County ("Customer"). Everbridge and Customer entered into an Everbridge Service Agreement effective April 1<sup>st</sup>, 2015 ("Agreement"). All capitalized terms used herein without definition shall have their respective meanings set forth in the Agreement.

WHEREAS, Customer desires to access the Integrated Public Alert Warning System ("IPAWS") Open Platform for Emergency Networks through the Everbridge mass notification services;

WHEREAS, the Parties desire to reflect the additional terms and conditions on which Customer will have such access;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, and other good and valuable consideration, the Parties agree to amend the Agreement as follows:

1. **IPAWS Authorization:** Customer represents and warrants to Everbridge that any employee, agents, or representatives of Customer who access IPAWS-OPEN using Customer's credentials provided by FEMA (each, an "IPAWS User"), are authorized by FEMA to use IPAWS-OPEN, have completed all required training, and Customer has executed an IPAWS Memorandum of Agreement ("MOA") with FEMA. Customer shall contact Everbridge immediately upon any change in Customer or any IPAWS User's right to access IPAWS-OPEN. Customer shall only access IPAWS-OPEN using its designated credentials and FEMA issued digital certificate ("Digital Certificate"). Customer acknowledges and agrees that Everbridge shall not have access to its credentials and that Customer assumes full responsibility for maintaining the confidentiality of any credentials issued to it. Customer shall be solely responsible for any and all claims, damages, expenses (including attorneys' fees and costs) that arise from any unauthorized use or access to IPAWS-OPEN.
2. **Credentials:** Customer shall load and maintain within its Everbridge account Organization, its Digital Certificate, COG ID, and Common Name. Customer authorizes and requests Everbridge to use the foregoing stored information to connect Customer to IPAWS-OPEN.
3. **Messaging:** Customer acknowledges and agrees that: (i) upon submission of messages to IPAWS-OPEN, Everbridge shall have no further liability for the distribution of such message, and that the distribution through IPAWS-OPEN, including, but not limited to, delivery through the Emergency Alert System or the Commercial Mobile Alert System, is in no way guaranteed or controlled by Everbridge; (ii) Everbridge shall not be liable as a result of any failure to receive messages distributed through IPAWS-OPEN; (iii) IPAWS may include additional features not supported through the Everbridge system, and Everbridge shall not be required to provide such additional features to Customer; and (iv) Customer shall be solely responsible and liable for the content of any and all messages sent through IPAWS-OPEN utilizing its access codes.
4. **Term:** Customer acknowledges and agrees that access to IPAWS-OPEN shall be available once Customer has provided Everbridge with the Digital Certificate and any other reasonably requested information to verify access to the system. Upon termination of the Agreement access to IPAWS-OPEN shall immediately terminate. In addition, Everbridge may immediately terminate, without liability, access to IPAWS-OPEN, if Customer breaches this Addendum, the MOA, or FEMA changes the IPAWS-OPEN system so that it materially change the business terms and/or feasibility for Everbridge to provide such access.
5. **Remaining Terms.** All other terms and conditions of the Agreement remain in full force and effect as amended by this Amendment.
6. **Authority.** Customer represents and warrants that it has all necessary legal authority to enter into this Addendum for itself and on behalf of any of its affiliates that are parties to the Agreement or that have been using the Services under the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

EVERBRIDGE, INC.

By \_\_\_\_\_

Title \_\_\_\_\_

CUSTOMER: UTAH COUNTY

By [Signature]

Title Chair

Board of County Commissioners of Utah County  
State of Utah

## **MASS NOTIFICATION INTERLOCAL COOPERATION AGREEMENT**

THIS MASS NOTIFICATION INTERLOCAL COOPERATION AGREEMENT (hereinafter "Agreement"), is executed in duplicate this \_\_\_\_ day of \_\_\_\_\_, 2015, by and among **UTAH COUNTY**, a political subdivision of the State of Utah (hereinafter referred to as "County"), and **ALPINE CITY, AMERICAN FORK CITY, CEDAR FORT TOWN, CITY OF CEDAR HILLS, EAGLE MOUNTAIN CITY, ELK RIDGE CITY, FAIRFIELD TOWN, GENOLA CITY, GOSHEN CITY, HIGHLAND CITY, LEHI CITY, LINDON CITY, MAPLETON CITY, the CITY OF OREM, PAYSON CITY, PLEASANT GROVE CITY, PROVO CITY, SALEM CITY, SANTAQUIN CITY, SARATOGA SPRINGS CITY, SPANISH FORK CITY, SPRINGVILLE CITY, VINEYARD CITY, and WOODLAND HILLS CITY**, all municipal corporations and political subdivisions of the State of Utah, (the combined group of cities to be hereinafter collectively referred to as the "Cities" or "City" when used in the singular).

### RECITALS

WHEREAS, mass notification services provide an important means to notify the citizens residing in the boundaries of Utah County of disasters, emergencies and other important matters, thereby promoting the health, safety and welfare of the citizens residing in Utah County; and

WHEREAS, the parties to this Agreement will benefit by reduced fees for mass notification services to the citizens of their respective jurisdictions by entering into this Agreement while maintaining autonomy of notifications in their respective jurisdictions; and

WHEREAS, the parties to this Agreement desire to benefit from the mass notification services provided in accordance with the Agreement and the cost savings associated therewith; and

WHEREAS, County has entered into an agreement more particularly described below for countywide mass notification services to promote the health safety and welfare of citizens residing in Utah County; and

WHEREAS, the parties to this Agreement desire to enter into this Agreement to provide for the funding and use of the mass notification system; and

WHEREAS, the parties desire to set forth the terms of their agreement and the parties' respective rights and obligations in this Agreement; and

WHEREAS, the parties and each of the Cities have approved this Agreement by resolutions adopted by their respective governing bodies;

NOW THEREFORE, in consideration of the covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Agreement with Everbridge.** County has entered into a Quote, Service Agreement and IPAWS Addendum to Service Agreement with Everbridge, Inc., (the "Mass Notification Agreement"), in the form attached hereto as Exhibit A, allowing Cities to utilize the mass notification services provided by Everbridge. Upon entering into this interlocal agreement and payment of fees to County as provided herein, each city may participate in the Everbridge mass notification services as provided in the Mass Notification Agreement.

All Cities who are contracting with Everbridge prior to entering into this Agreement have the option to remain separate organizations within the Everbridge system as currently established and may continue to contact Everbridge directly with support needs for their organizations.

2. **Funding and Apportionment of Mass Notification Expenses.**

2.1 For the first year of the Mass Notification Agreement, each City without an existing mass notification provider will pay County their share of the Mass Notification Agreement contract price as stated in the last column of the attached Exhibit B.

In the first year of the Mass Notification Agreement, Cities with an existing mass notification provider, commencing upon the termination of their respective existing mass notification contracts will pay County their pro rata share of the Mass Notification Agreement price determined as follows: (number of days remaining in the first year of the Mass Notification Agreement/365) times the city's yearly contract price with the previous provider, or as otherwise determined and confirmed in writing between the City and County.

2.2 In the second and subsequent years of the Mass Notification Agreement, each City's pro rata share of the contract price of the Mass Notification Agreement will be based on the number of households in their respective jurisdictions divided by the total number of households in the jurisdictions of all parties to this Agreement, times the Mass Notification Agreement contract price. The number of households in a respective jurisdiction is determined as follows: Population divided by 2.4, multiplied by 1.1, equals total households including businesses. The population used in the formula will be determined by the most recent United States Census figures. All parties shall promptly pay County in advance for the next succeeding year for their respective shares of the Mass Notification Agreement contract price. The percentage of the expenses due from each party will be recalculated in the event updated US Census figures are released during the term of this Agreement and will be effective for the next payment period. In the second year only, a city's pro rata share shall not exceed the amount stated in the last column of Exhibit B.

2.3 A credit against the Quote price (Special Incentive Discount) has been applied by Everbridge for the renewal price paid by Springville and Mapleton for the renewal of the Springville/Mapleton Everbridge agreement. All amounts due County from Springville and Mapleton under this Agreement will first be

applied to the credit which will be apportioned equitably between Springville and Mapleton until the amount of the credit has been satisfied. Thereafter, Springville and Mapleton shall pay County their respective shares of the Mass Notification Agreement contract price as provided above.

2.4 If American Fork or Spanish Fork enter into this Agreement, the totals in Exhibit B shall be recalculated for the applicable contract year and any refunds applied to the next contract year payments, , to the extent that the recalculated amounts result in a reduction of a City's share of the Mass Notification Agreement contract price.

2.5 Any additional fees incurred by County or a Participating City, including fees listed in the Quote Supplemental Notes, will be paid by the County or Participating City incurring the fee or service, including but not limited to API connections, additional ORGS and training not listed in the quote, and new ORG implementation fees.

3. **Payment.**

3.1 The County shall send an invoice to each of the Cities for the amount of each City's payment to County for their respective share of the Mass Notification Agreement contract price. The County shall include a detail calculating each party's contract price share. A City's contract price share will be allocated as provided in the preceding section. Each party shall pay the County not less than thirty (30) days prior to commencement of the next contract year or within 30 days of receipt of an invoice from the County, whichever is later.

4. **Coordination.**

4.1 The parties shall meet at least annually to coordinate use of the mass notification services and to discuss issues regarding the services.

5. **Indemnification, Insurance, and Mass Notification Agreement Compliance.**

5.1 The parties shall maintain such liability insurance as they deem prudent and appropriate. The parties anticipate that the protections of the Utah Governmental Immunity Act, 63G-7-101 *et. seq.* will apply to any claims which may be made against any or all of the parties arising out of the use of the Mass Notification System. However, notwithstanding these protections, and without in any way waiving the defenses afforded by the Utah Governmental Immunity Act, 63G-7-101 *et. seq.*, each party to this Agreement agrees to indemnify and hold harmless each and every other party from all claims for personal injuries or damage to property to the extent that such injuries or damages directly or indirectly arise out of that party's own acts or omissions. Nothing in this Agreement shall be construed as releasing, indemnifying or holding harmless any party to this agreement from liability for that party's own acts or omissions. The indemnification obligations hereunder, or as provided in any section of this Agreement, shall not be

considered a waiver of the protections and immunities afforded by the Utah Governmental Immunity Act (Utah Code Section 63G-7-101, *et. seq.*) The obligation of the parties to indemnify under this section, or as provided in any section of this Agreement, is limited to the limits of liability specified in the Governmental Immunity Act (Utah Code Section 63G-7-604), or as amended by statute or the state risk manager as provided by statute.

5.2 All parties to this Agreement shall comply with all terms and conditions of the Mass Notification Agreement and will indicate their willingness to do so by signing the Mass Notification Agreement as a Participating City. By such signature as a Participating City, the city agrees to be bound by the terms and conditions of the Mass Notification Agreement only, and does not make the City a party to the Mass Notification Agreement.

In the event any party to this Agreement breaches any term or condition of the Mass Notification Agreement, and fails to timely cure any such breach, the breaching party to this Agreement shall indemnify and hold harmless all non breaching parties to this Agreement for all claims, injuries or damages resulting from the breaching party to this Agreement's acts or omissions, including but not limited to court costs and attorney's fees incurred as a result of the breaching party to this Agreement's acts or omissions. The indemnification obligations hereunder, or as provided in any section of this Agreement, shall not be considered a waiver of the protections and immunities afforded by the Utah Governmental Immunity Act (Utah Code Section 63G-7-101, *et. seq.*) The obligation of the parties to indemnify under this section, or as provided in any section of this Agreement, is limited to the limits of liability specified in the Governmental Immunity Act (Utah Code Section 63G-7-604), or as amended by statute or the state risk manager as provided by statute.

6. **Duration.** This Agreement shall be effective immediately upon the signature hereof by at least two named parties to this Agreement and shall remain in full force and effect as to all signatories to this Agreement for a period of five (5) years including any subsequent renewal of the Mass Notification Agreement on the same terms and conditions as the original agreement, or until such time as the Mass Notification Agreement is terminated, whichever is sooner.

7. **Interlocal Co-operation Act.** The following terms are included in the Agreement to comply with the requirements of the Interlocal Co-operation Act:

7.1 **Resolution.** This Agreement shall be authorized by resolution of the legislative bodies of the signatories hereto as required by Section 11-13-202.5 of the Interlocal Act.

7.2 **Purpose.** This Interlocal Cooperation Agreement has been established and entered into by the parties to provide mass notification services within Utah County.

**7.3 No Separate Entity, Administration.** The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Agreement. The parties hereto agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, COUNTY shall act as the administrator responsible for the administration of this Interlocal Cooperation Agreement. The parties further agree that this Interlocal Cooperation Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records in such form and manner as the Utah County Clerk/Auditor shall specify and further agrees that said books shall be open for examination by the signatories hereto at all reasonable times. The parties agree that they will not acquire, hold nor dispose of any real property pursuant to this Agreement. The parties further agree that they will not acquire, hold, or dispose of any personal property pursuant to this Agreement.

**7.4 Financing.** There shall not be a separate budget to carry out the terms of this Agreement, but each party shall fund and pay for its respective responsibilities pursuant to this Agreement. Except as otherwise specifically provided herein, each party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.

**7.5 Filing.** A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each party, pursuant to Section 11-13-209 of the Interlocal Act.

**7.6 Legal Review.** 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 Act.

**7.7 Termination.** Upon the termination of the Mass Notification Agreement, the parties will each pay County their pro rata share for the cost of any services due under the Mass Notification Agreement.

**7.8 Equipment.** The parties will provide and maintain such equipment as they determine necessary for their own use of the mass notification services. Any equipment provided by a party shall remain the property of the party providing the equipment. 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

**8. Interpretation of Agreement.** Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include the other gender. The paragraph and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

9. **Amendments.** This Agreement may be amended, changed, modified or altered only by an instrument in writing which shall be (a) approved by Resolution of the governing or legislative body of each of the Parties, (b) executed by a duly authorized official of each of the Parties, (c) submitted to an attorney for each party that is authorized to represent said party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Act, and (d) filed in the official records of each party.

10. **No Presumption.** Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that all parties have participated in the preparation hereof.

11. **Notices.** All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at their addresses first above written, or at such other addresses as may be designated by notice given hereunder.

12. **Assignment.** The parties to this Agreement shall not assign this Agreement, or any part hereof, without the prior written consent of all other parties to this Agreement. No assignment shall relieve the original parties from any liability hereunder.

13. **Utah Law.** This Agreement shall be interpreted pursuant to the laws of the State of Utah.

14. **Time of Essence.** Time shall be of the essence of this Agreement.

15. **Lawful Agreement.** The parties represent that each of them has lawfully entered into this Agreement, having complied with all relevant statutes, ordinances, resolutions, by-laws, and other legal requirements applicable to their operation.

16. **Breach.** In the event that any party breaches this Agreement, a non-breaching party may serve the breaching party with a notice to cure the breach by certified mail, return receipt requested or personal delivery to the breaching party. The breaching party shall cure the breach within thirty days of receiving notice to cure, or if the breach is not capable of curing within thirty days, commence corrective action within thirty days and diligently pursue correction of the breach until the breach is cured. Failure to cure or diligently pursue corrective action constitutes a breach.

17. **Incorporation of Recitals.** The Recitals to this Agreement are hereby incorporated into the Covenants section of this Agreement as if fully set forth herein.

18. **Binding Agreement.** This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties hereto.

19. **Mass Notification Agreement.** The parties to this Agreement shall comply with and not violate, breach or cause the violation or breach of any term, condition or provision of the Mass Notification Agreement.

20. **Conflict.** This Agreement is subject to the terms, provisions and conditions of the Mass Notification Agreement and all applicable state and federal laws, rules, and regulations. In the event of any conflict between any term of this Agreement and the Mass Notification Agreement, the Mass Notification Agreement shall govern. The parties to this Agreement shall comply with all applicable state and federal laws, rules, and regulations.

21. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind proceeding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

22. **Force of Nature.** The parties to this Agreement shall not hold any other parties liable for damages or otherwise responsible in any way if any party is prevented from the performance of this Agreement by reason of acts of God, riot, strike, fire, weather, illness, war, lock-up, energy shortages, or illegality.

23. **Severability.** If any term or provision of this Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Agreement unenforceable.

24. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which together shall be considered as one agreement.

25. **Third Party Beneficiaries.** This Agreement governs the rights and liabilities of the signatories to this Agreement only. No third party beneficiaries are created, or intended to be created by this Agreement for any person or entity not a signatory to this Agreement.

SIGNED and ENTERED INTO this \_\_\_\_ day of \_\_\_\_\_, 2015.

UTAH COUNTY

By: \_\_\_\_\_  
Larry Ellertson  
Chairman, Board of Utah County  
Commissioners

ATTEST:

By: \_\_\_\_\_  
Bryan Thompson  
Utah County Clerk Auditor

Reviewed as to proper form and  
compliance with applicable law:  
Jeffrey R. Buhman, Utah County Attorney

By: \_\_\_\_\_  
Deputy

SIGNED and ENTERED INTO this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

ALPINE CITY

By: \_\_\_\_\_  
Mayor

ATTEST AND COUNTERSIGN:

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

Reviewed as to proper form and  
compliance with applicable law:

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

SIGNED and ENTERED INTO this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

AMERICAN FORK CITY

By: \_\_\_\_\_  
Mayor

ATTEST AND COUNTERSIGN:

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

Reviewed as to proper form and  
Compliance with applicable law:

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

SIGNED and ENTERED INTO this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CEDAR FORT TOWN

By: \_\_\_\_\_  
Mayor

ATTEST AND COUNTERSIGN:

\_\_\_\_\_  
Town Recorder

Reviewed as to proper form and  
Compliance with applicable law:

\_\_\_\_\_  
Town Attorney

SIGNED and ENTERED INTO this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF CEDAR HILLS

By: \_\_\_\_\_  
Mayor

ATTEST AND COUNTERSIGN:

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

Reviewed as to proper form and  
Compliance with applicable law:

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

SIGNED and ENTERED INTO this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

EAGLE MOUNTAIN CITY

By: \_\_\_\_\_  
Mayor

ATTEST AND COUNTERSIGN:

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

Reviewed as to proper form and  
Compliance with applicable law:

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

SIGNED and ENTERED INTO this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

ELK RIDGE CITY

By: \_\_\_\_\_  
Mayor

ATTEST AND COUNTERSIGN:

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

Reviewed as to proper form and  
Compliance with applicable law:

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

SIGNED and ENTERED INTO this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

FAIRFIELD TOWN

By: \_\_\_\_\_  
Mayor

ATTEST AND COUNTERSIGN:

\_\_\_\_\_  
Town Recorder

Reviewed as to proper form and  
Compliance with applicable law:

\_\_\_\_\_  
Town Attorney

SIGNED and ENTERED INTO this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

GENOLA CITY

By: \_\_\_\_\_  
Mayor

ATTEST AND COUNTERSIGN:

\_\_\_\_\_

City Recorder

Reviewed as to proper form and  
Compliance with applicable law:

\_\_\_\_\_

City Attorney

SIGNED and ENTERED INTO this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

GOSHEN CITY

By: \_\_\_\_\_  
Mayor

ATTEST AND COUNTERSIGN:

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

Reviewed as to proper form and  
Compliance with applicable law:

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

SIGNED and ENTERED INTO this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

HIGHLAND CITY

By: \_\_\_\_\_  
Mayor

ATTEST AND COUNTERSIGN:

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

Reviewed as to proper form and  
Compliance with applicable law:

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

SIGNED and ENTERED INTO this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

LEHI CITY

By: \_\_\_\_\_  
Mayor

ATTEST AND COUNTERSIGN:

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

Reviewed as to proper form and  
Compliance with applicable law:

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

SIGNED and ENTERED INTO this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

LINDON CITY

By: \_\_\_\_\_  
Mayor

ATTEST AND COUNTERSIGN:

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

Reviewed as to proper form and  
Compliance with applicable law:

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

SIGNED and ENTERED INTO this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

MAPLETON CITY

By: \_\_\_\_\_  
Mayor

ATTEST AND COUNTERSIGN:

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

Reviewed as to proper form and  
Compliance with applicable law:

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

SIGNED and ENTERED INTO this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF OREM

By: \_\_\_\_\_  
Mayor

ATTEST AND COUNTERSIGN:

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

Reviewed as to proper form and  
Compliance with applicable law:

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

SIGNED and ENTERED INTO this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

PAYSON CITY

By: \_\_\_\_\_  
Mayor

ATTEST AND COUNTERSIGN:

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

Reviewed as to proper form and  
Compliance with applicable law:

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

SIGNED and ENTERED INTO this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

PLEASANT GROVE CITY

By: \_\_\_\_\_  
Mayor

ATTEST AND COUNTERSIGN:

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

Reviewed as to proper form and  
Compliance with applicable law:

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

SIGNED and ENTERED INTO this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

PROVO CITY

By: \_\_\_\_\_  
Mayor

ATTEST AND COUNTERSIGN:

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

Reviewed as to proper form and  
Compliance with applicable law:

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

SIGNED and ENTERED INTO this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

SALEM CITY

By: \_\_\_\_\_  
Mayor

ATTEST AND COUNTERSIGN:

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

Reviewed as to proper form and  
Compliance with applicable law:

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

SIGNED and ENTERED INTO this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

SANTAQUIN CITY

By: \_\_\_\_\_  
Mayor

ATTEST AND COUNTERSIGN:

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

Reviewed as to proper form and  
Compliance with applicable law:

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

SIGNED and ENTERED INTO this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

SARATOGA SPRINGS CITY

By: \_\_\_\_\_  
Mayor

ATTEST AND COUNTERSIGN:

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

Reviewed as to proper form and  
Compliance with applicable law:

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

SIGNED and ENTERED INTO this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

SPANISH FORK CITY

By: \_\_\_\_\_  
Mayor

ATTEST AND COUNTERSIGN:

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

Reviewed as to proper form and  
Compliance with applicable law:

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

SIGNED and ENTERED INTO this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

SPRINGVILLE CITY

By: \_\_\_\_\_  
Mayor

ATTEST AND COUNTERSIGN:

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

Reviewed as to proper form and  
Compliance with applicable law:

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

SIGNED and ENTERED INTO this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

VINEYARD CITY

By: \_\_\_\_\_  
Mayor

ATTEST AND COUNTERSIGN:

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

Reviewed as to proper form and  
Compliance with applicable law:

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

SIGNED and ENTERED INTO this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

WOODLAND HILLS CITY

By: \_\_\_\_\_  
Mayor

ATTEST AND COUNTERSIGN:

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

Reviewed as to proper form and  
Compliance with applicable law:

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

EXHIBIT A

**[Here attach form of Mass Notification Agreement]**