

**AGREEMENT FOR THE DISTRIBUTION OF CARES ACT FUNDING TO
BONA VISTA WATER IMPROVEMENT DISTRICT**

This agreement is made by and between Weber County (“County”) and Bona Vista Water Improvement District (“Bona Vista”), both bodies politic and political subdivisions of the State of Utah, individually referred to as “Party” and jointly referred to as “Parties.”

RECITALS

WHEREAS, the State of Utah is distributing a portion of its Coronavirus Relief Fund (“CR Funds”) provided by the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) to Utah’s counties and municipalities through a population-based formula; and

WHEREAS, CR Funds can only be used to cover necessary expenditures and losses incurred due to the COVID-19 public health emergency; and

WHEREAS, necessary expenditures include direct emergency response activities, such as addressing public health needs, but also includes expenses required to respond to second-order effects of COVID-19; and

WHEREAS, Bona Vista has incurred a number of COVID-19 related expenses that are reimbursable using CR Funds;

NOW THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the Parties agree as follows:

**SECTION ONE
DISTRIBUTION AND USE OF CR FUNDS**

1. County will reimburse Bona Vista up to \$20,000 using CR Funds after execution of this agreement. The disbursement of CR Funds shall be made under the direction of the Weber County Treasurer and shall only be made for allowable expenditures supported by reimbursement requests received by the County on or before December 23, 2020.
2. Bona Vista agrees to use funds in accordance with the requirements of the CARES Act and that payments will only be made to cover costs that are: 1) necessary expenditures due to the public health emergency with respect to COVID-19; 2) were not accounted for in the budget most recently approved as of March 27, 2020; and 3) were incurred between March 1, 2020, and December 30, 2020. Bona Vista also agrees to abide by any additional federal and state requirements regarding the distribution of CR Funds.

**SECTION TWO
TERM OF AGREEMENT**

3. This agreement shall commence on the date it is signed by both Parties and shall terminate on December 30, 2020. Provisions of this agreement that are expressly declared to survive termination, as well as provisions that by their nature are clearly intended to survive termination, shall continue in effect until the need for those provisions has clearly expired.

SECTION THREE INDEMNIFICATION

4. Bona Vista agrees to indemnify and hold County, its agents, officials, and employees harmless from and against any and all suits, claims, and proceedings for any and all loss, damages, injury, or liability arising out of the actions, omissions, or other alleged wrongdoing of Bona Vista in its use of CR Funds pursuant to the terms of this agreement, including any recovery effort from federal and state authorities for use of CR Funds not permitted under the CARES Act. This provision shall survive termination of this agreement.

5. Notwithstanding the foregoing, County and Bona Vista are governmental entities under the Governmental Immunity Act of Utah (Utah Code § 63G-7-101, *et seq.*) (“Governmental Immunity Act”). Neither County nor Bona Vista waives any defenses or limitations of liability otherwise available under the Governmental Immunity Act, and they all maintain all privileges, immunities, and other rights granted by the Governmental Immunity Act.

SECTION FOUR RECORDS/AUDIT

6. All records created or received by Bona Vista in accordance with use of CR Funds shall be kept in accordance with Utah’s Government Records Access and Management Act and any other applicable state and/or federal law. Bona Vista agrees to retain all necessary documentation required by federal and state authorities in order to demonstrate compliance with the CARES Act and any other applicable law related to the use of CR Funds. Bona Vista also agrees to fully cooperate with and assist in complying with any federal or state auditing requirements related its use of CR Funds. Upon request, records shall be made available for examination by the County to verify compliance with this agreement. This provision shall survive the termination of this agreement.

7. Bona Vista acknowledges it is a sub-recipient of federal CARES act funds, CFDA 21.019, passed through from County. Bona Vista asserts that it has not been suspended or debarred from doing business with the federal government. Bona Vista agrees to have an annual audit conducted in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to forward a copy of that audit to the County within 30 days of its completion.

SECTION FIVE MISCELLANEOUS

8. **Amendment.** This agreement shall not be modified or amended except in writing, which shall be signed by duly authorized representatives of the County and Bona Vista.

9. **No Third Party Beneficiary.** Nothing in this agreement shall create or be interpreted to

create any rights in or obligations in favor of any person or entity not a party to this agreement. Except for the Parties to this agreement, no person or entity is an intended third party beneficiary under this agreement.

10. **Further Assurance.** Each of the Parties agrees to cooperate in good faith with the other to execute and deliver such further documents, to adopt any resolutions, to take any other official action and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this agreement.

11. **Severability.** If any provision of this agreement shall be held invalid or unenforceable by any court or as a result of future legislative action, the remaining provisions of this agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this agreement. In lieu of such illegal, invalid or unenforceable provision, the Parties shall use commercially reasonable efforts to negotiate in good faith to insert a substitute, legal, valid, and enforceable provision that most nearly reflects the Parties' intent in entering into this agreement.

12. **Governing Law.** This agreement is made and entered into subject to the provisions of the laws of the State of Utah, which laws shall control the enforcement of this agreement. The Parties also recognize that certain federal laws may be applicable. In the event of any conflict between the terms of this agreement and any applicable state or federal law, the state or federal law shall control.

13. **Headings.** The section headings of this agreement are for the purposes of reference only and shall not limit or define the meaning thereof.

14. **Counterparts.** This agreement may be executed in any number of counterparts, all of which together shall serve as one agreement.

15. **Entire Agreement.** This document contains the entire agreement and understanding between the Parties and constitutes the entire agreement with respect to the specific issues contained herein and supersedes any and all prior written or oral representations and agreements.

[signatures on the following pages]

**BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY**

By 
Gage Froerer, Chair



Date _____

ATTEST:

Weber County Clerk/Auditor

BONA VISTA WATER IMPROVEMENT DISTRICT

By _____
Scott Van Leeuwen, Chair

Date _____

ATTEST:

District Clerk

**AGREEMENT FOR THE DISTRIBUTION OF CARES ACT FUNDING TO
TAYLOR WEST WEBER WATER IMPROVEMENT DISTRICT**

This agreement is made by and between Weber County (“County”) and TWWW Water Improvement District (“TWWW”), both bodies politic and political subdivisions of the State of Utah, individually referred to as “Party” and jointly referred to as “Parties.”

RECITALS

WHEREAS, the State of Utah is distributing a portion of its Coronavirus Relief Fund (“CR Funds”) provided by the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) to Utah’s counties and municipalities through a population-based formula; and

WHEREAS, CR Funds can only be used to cover necessary expenditures and losses incurred due to the COVID-19 public health emergency; and

WHEREAS, necessary expenditures include direct emergency response activities, such as addressing public health needs, but also includes expenses required to respond to second-order effects of COVID-19; and

WHEREAS, TWWW has incurred a number of COVID-19 related expenses that are reimbursable using CR Funds;

NOW THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the Parties agree as follows:

**SECTION ONE
DISTRIBUTION AND USE OF CR FUNDS**

1. County will reimburse TWWW up to \$20,000 using CR Funds after execution of this agreement. The disbursement of CR Funds shall be made under the direction of the Weber County Treasurer and shall only be made for allowable expenditures supported by reimbursement requests received by the County on or before December 23, 2020.
2. TWWW agrees to use funds in accordance with the requirements of the CARES Act and that payments will only be made to cover costs that are: 1) necessary expenditures due to the public health emergency with respect to COVID-19; 2) were not accounted for in the budget most recently approved as of March 27, 2020; and 3) were incurred between March 1, 2020, and December 30, 2020. TWWW also agrees to abide by any additional federal and state requirements regarding the distribution of CR Funds.

**SECTION TWO
TERM OF AGREEMENT**

3. This agreement shall commence on the date it is signed by both Parties and shall terminate December 30, 2020. Provisions of this agreement that are expressly declared to survive termination, as well as provisions that by their nature are clearly intended to survive termination, shall continue in effect until the need for those provisions has clearly expired.

SECTION THREE INDEMNIFICATION

4. TWWW agrees to indemnify and hold County, its agents, officials, and employees harmless from and against any and all suits, claims, and proceedings for any and all loss, damages, injury, or liability arising out of the actions, omissions, or other alleged wrongdoing of TWWW in its use of CR Funds pursuant to the terms of this agreement, including any recovery effort from federal and state authorities for use of CR Funds not permitted under the CARES Act. This provision shall survive termination of this agreement.

5. Notwithstanding the foregoing, County and TWWW are governmental entities under the Governmental Immunity Act of Utah (Utah Code § 63G-7-101, *et seq.*) (“Governmental Immunity Act”). Neither County nor TWWW waives any defenses or limitations of liability otherwise available under the Governmental Immunity Act, and they all maintain all privileges, immunities, and other rights granted by the Governmental Immunity Act.

SECTION FOUR RECORDS/AUDIT

6. All records created or received by TWWW in accordance with use of CR Funds shall be kept in accordance with Utah’s Government Records Access and Management Act and any other applicable state and/or federal law. TWWW agrees to retain all necessary documentation required by federal and state authorities in order to demonstrate compliance with the CARES Act and any other applicable law related to the use of CR Funds. TWWW also agrees to fully cooperate with and assist in complying with any federal or state auditing requirements related its use of CR Funds. Upon request, records shall be made available for examination by the County to verify compliance with this agreement. This provision shall survive the termination of this agreement.

7. TWWW acknowledges it is a sub-recipient of federal CARES act funds, CFDA 21.019, passed through from County. TWWW asserts that it has not been suspended or debarred from doing business with the federal government. TWWW agrees to have an annual audit conducted in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to forward a copy of that audit to the County within 30 days of its completion.

SECTION FIVE MISCELLANEOUS

8. **Amendment.** This agreement shall not be modified or amended except in writing, which shall be signed by duly authorized representatives of the County and TWWW.

9. **No Third Party Beneficiary.** Nothing in this agreement shall create or be interpreted to create any rights in or obligations in favor of any person or entity not a party to this agreement.

Except for the Parties to this agreement, no person or entity is an intended third party beneficiary under this agreement.

10. **Further Assurance.** Each of the Parties agrees to cooperate in good faith with the other to execute and deliver such further documents, to adopt any resolutions, to take any other official action and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this agreement.

11. **Severability.** If any provision of this agreement shall be held invalid or unenforceable by any court or as a result of future legislative action, the remaining provisions of this agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this agreement. In lieu of such illegal, invalid or unenforceable provision, the Parties shall use commercially reasonable efforts to negotiate in good faith to insert a substitute, legal, valid, and enforceable provision that most nearly reflects the Parties' intent in entering into this agreement.

12. **Governing Law.** This agreement is made and entered into subject to the provisions of the laws of the State of Utah, which laws shall control the enforcement of this agreement. The Parties also recognize that certain federal laws may be applicable. In the event of any conflict between the terms of this agreement and any applicable state or federal law, the state or federal law shall control.

13. **Headings.** The section headings of this agreement are for the purposes of reference only and shall not limit or define the meaning thereof.

14. **Counterparts.** This agreement may be executed in any number of counterparts, all of which together shall serve as one agreement.

15. **Entire Agreement.** This document contains the entire agreement and understanding between the Parties and constitutes the entire agreement with respect to the specific issues contained herein and supersedes any and all prior written or oral representations and agreements.

[signatures on the following pages]

**BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY**

By 
Gage Froerer, Chair

Date _____

ATTEST:

Weber County Clerk/Auditor

TAYLOR WEST WEBER WATER IMPROVEMENT DISTRICT

By _____

Date _____

ATTEST:

AGREEMENT FOR THE DISTRIBUTION OF CARES ACT FUNDING TO THE OGDEN VALLEY PARKS SERVICE AREA

This agreement is made by and between Weber County (“County”) and Ogden Valley Parks Service Area (“Ogden Valley Parks”), both bodies politic and political subdivisions of the State of Utah, individually referred to as “Party” and jointly referred to as “Parties.”

RECITALS

WHEREAS, the State of Utah is distributing a portion of its Coronavirus Relief Fund (“CR Funds”) provided by the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) to Utah’s counties and municipalities through a population-based formula; and

WHEREAS, CR Funds can only be used to cover necessary expenditures and losses incurred due to the COVID-19 public health emergency; and

WHEREAS, necessary expenditures include direct emergency response activities, such as addressing public health needs, but also includes expenses required to respond to second-order effects of COVID-19; and

WHEREAS, Ogden Valley Parks has incurred a number of COVID-19 related expenses that are reimbursable using CR Funds;

NOW THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the Parties agree as follows:

SECTION ONE DISTRIBUTION AND USE OF CR FUNDS

1. County will reimburse Ogden Valley Parks up to \$20,000 using CR Funds after execution of this agreement. The disbursement of CR Funds shall be made under the direction of the Weber County Treasurer and shall only be made for allowable expenditures supported by reimbursement requests received by the County on or before December 23, 2020.
2. Ogden Valley Parks agrees to use funds in accordance with the requirements of the CARES Act and that payments will only be made to cover costs that are: 1) necessary expenditures due to the public health emergency with respect to COVID-19; 2) were not accounted for in the budget most recently approved as of March 27, 2020; and 3) were incurred between March 1, 2020, and December 30, 2020. Ogden Valley Parks also agrees to abide by any additional federal and state requirements regarding the distribution of CR Funds.

SECTION TWO TERM OF AGREEMENT

3. This agreement shall commence on the date it is signed by both Parties and shall terminate on December 30, 2020. Provisions of this agreement that are expressly declared to survive termination, as well as provisions that by their nature are clearly intended to survive termination, shall continue in effect until the need for those provisions has clearly expired.

SECTION THREE INDEMNIFICATION

4. Ogden Valley Parks agrees to indemnify and hold County, its agents, officials, and employees harmless from and against any and all suits, claims, and proceedings for any and all loss, damages, injury, or liability arising out of the actions, omissions, or other alleged wrongdoing of Ogden Valley Parks in its use of CR Funds pursuant to the terms of this agreement, including any recovery effort from federal and state authorities for use of CR Funds not permitted under the CARES Act. This provision shall survive termination of this agreement.

5. Notwithstanding the foregoing, County and Ogden Valley Parks are governmental entities under the Governmental Immunity Act of Utah (Utah Code § 63G-7-101, *et seq.*) (“Governmental Immunity Act”). Neither County nor Ogden Valley Parks waives any defenses or limitations of liability otherwise available under the Governmental Immunity Act, and they all maintain all privileges, immunities, and other rights granted by the Governmental Immunity Act.

SECTION FOUR RECORDS/AUDIT

6. All records created or received by Ogden Valley Parks in accordance with use of CR Funds shall be kept in accordance with Utah’s Government Records Access and Management Act and any other applicable state and/or federal law. Ogden Valley Parks agrees to retain all necessary documentation required by federal and state authorities in order to demonstrate compliance with the CARES Act and any other applicable law related to the use of CR Funds. Ogden Valley Parks also agrees to fully cooperate with and assist in complying with any federal or state auditing requirements related its use of CR Funds. Upon request, records shall be made available for examination by the County to verify compliance with this agreement. This provision shall survive the termination of this agreement.

7. Ogden Valley Parks acknowledges it is a sub-recipient of federal CARES act funds, CFDA 21.019, passed through from County. Ogden Valley Parks asserts that it has not been suspended or debarred from doing business with the federal government. Ogden Valley Parks agrees to have an annual audit conducted in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to forward a copy of that audit to the County within 30 days of its completion.

SECTION FIVE MISCELLANEOUS

8. **Amendment.** This agreement shall not be modified or amended except in writing, which shall be signed by duly authorized representatives of the County and Ogden Valley Parks.

9. **No Third Party Beneficiary.** Nothing in this agreement shall create or be interpreted to

create any rights in or obligations in favor of any person or entity not a party to this agreement. Except for the Parties to this agreement, no person or entity is an intended third party beneficiary under this agreement.

10. **Further Assurance.** Each of the Parties agrees to cooperate in good faith with the other to execute and deliver such further documents, to adopt any resolutions, to take any other official action and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this agreement.

11. **Severability.** If any provision of this agreement shall be held invalid or unenforceable by any court or as a result of future legislative action, the remaining provisions of this agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this agreement. In lieu of such illegal, invalid or unenforceable provision, the Parties shall use commercially reasonable efforts to negotiate in good faith to insert a substitute, legal, valid, and enforceable provision that most nearly reflects the Parties' intent in entering into this agreement.

12. **Governing Law.** This agreement is made and entered into subject to the provisions of the laws of the State of Utah, which laws shall control the enforcement of this agreement. The Parties also recognize that certain federal laws may be applicable. In the event of any conflict between the terms of this agreement and any applicable state or federal law, the state or federal law shall control.

13. **Headings.** The section headings of this agreement are for the purposes of reference only and shall not limit or define the meaning thereof.

14. **Counterparts.** This agreement may be executed in any number of counterparts, all of which together shall serve as one agreement.

15. **Entire Agreement.** This document contains the entire agreement and understanding between the Parties and constitutes the entire agreement with respect to the specific issues contained herein and supersedes any and all prior written or oral representations and agreements.

[signatures on the following pages]

**BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY**

By Gage Froerer
Gage Froerer, Chair



Date _____

ATTEST:

Weber County Clerk/Auditor

OGDEN VALLEY PARKS SERVICE AREA

By _____

Date _____

ATTEST:

**AMENDMENT TO THE AGREEMENT FOR THE DISTRIBUTION OF CARES ACT
FUNDING TO INTERMOUNTAIN HEALTH CARE – MCKAY-DEE HOSPITAL**

This Amendment to the Agreement for the Distribution of CARES Act Funding is made by and between Weber County (“County”), a body politic and political subdivision of the State of Utah, and Intermountain Health Care – McKay-Dee Hospital (“McKay-Dee”), a nonprofit organization, individually referred to as “Party” and jointly referred to as “Parties.”

RECITALS

WHEREAS, the County and McKay-Dee entered into an agreement for the distribution of CARES Act funds on December 8, 2020; and

WHEREAS, the original agreement provided that the County would grant District up to \$500,000 from its Coronavirus Relief Fund (“CR Funds”) awarded through the State of Utah; and

WHEREAS, CR Funds can only be used to cover necessary expenditures and losses incurred due to the COVID-19 public health emergency; and

WHEREAS, the number of COVID-19 cases continue to rise at alarming rates throughout Weber County, thereby putting tremendous strain on McKay-Dee’s resources and threatening its ability to provide life-saving medical treatment for its patients;

NOW THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the Parties agree to amend the original agreement as follows:

1. Subject to availability, the County will reimburse McKay-Dee up to \$1,000,000 in additional CR Funds beyond what has already been funded under the original agreement. The disbursement of CR Funds shall be made under the direction of the Weber County Treasurer and shall only be made for allowable expenditures supported by reimbursement requests received by County on or before December 23, 2020.
2. All other terms and conditions of the original agreement remain unchanged.

[signatures on following page]

**BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY**

By C. Gage
Gage Proerer, Chair



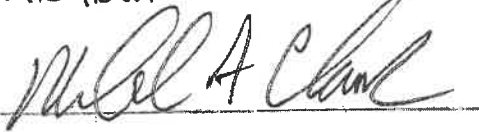
Date _____

ATTEST:

Weber County Clerk/Auditor

~~INTERMOUNTAIN HEALTH CARE~~ - MCKAY-DEE HOSPITAL
FHC Health Services Inc.

By



Date

12-17-2020

ATTEST:

AGREEMENT FOR THE DONATION OF MEDICAL EQUIPMENT PURCHASED WITH CARES ACT FUNDING TO OGDEN REGIONAL MEDICAL CENTER

This agreement is made by and between Weber County ("County"), a body politic and political subdivision of the State of Utah, and Ogden Regional Medical Center ("Ogden Regional"), individually referred to as "Party" and jointly referred to as "Parties."

RECITALS

WHEREAS, the State of Utah is distributing a portion of its Coronavirus Relief Fund ("CR Funds") provided by the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") to Utah's counties and municipalities through a population-based formula; and

WHEREAS, CR Funds can only be used to cover necessary expenditures and losses incurred due to the COVID-19 public health emergency; and

WHEREAS, necessary expenditures include direct emergency response activities, such expenses related to the operation of public and private hospitals that treat individuals with COVID-19; and

WHEREAS, the number of COVID-19 cases continue to rise at alarming rates throughout Weber County, thereby putting tremendous strain on Ogden Regional's resources and threatening its ability to provide life-saving medical treatment for its patients; and

WHEREAS, County has procured medical equipment using its CR Funds to assist Ogden Regional in establishing alternate care sites due to COVID-19;

WHEREAS, Ogden Regional has agreed to accept the equipment in order to assist the County in ensuring that Weber County residents have continuing access to medical treatment during the pandemic; and

NOW THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the Parties agree as follows:

SECTION ONE DONATION OF MEDICAL EQUIPMENT

1. County has procured with CR Funds medical equipment to assist Ogden Regional in establishing alternate care sites due to the recent surge in COVID-19 cases in Weber County. These supplies include: surge tents, medical beds, privacy curtains, and environmental containment units. *See* Exhibit A. It is the intent of the County to donate this equipment in order to relieve the current strain on Ogden Regional's ICU so that it may continue providing life-saving treatment to Weber County residents during the pandemic and in future emergency situations.
2. Ogden Regional accepts ownership of the equipment, including the responsibility to store, maintain, and provide insurance for it.
3. Should Ogden Regional determine at some point in the future that it no longer needs the

equipment, it shall first offer to return the equipment to the County at no cost prior to any surplus.

SECTION TWO TERM OF AGREEMENT

4. Subject to Section 1.3 above, this agreement shall commence on the date it is signed by both Parties and shall terminate when Ogden Regional determines to surplus the equipment. Provisions of this agreement that are expressly declared to survive termination, as well as provisions that by their nature are clearly intended to survive termination, shall continue in effect until the need for those provisions has clearly expired.

SECTION THREE INDEMNIFICATION

5. Ogden Regional agrees to indemnify and hold County, its agents, officials, and employees harmless from and against any and all suits, claims, and proceedings for any and all loss, damages, injury, or liability arising out of its ownership and use of the donated equipment.

SECTION FOUR MISCELLANEOUS

6. **Amendment.** This agreement shall not be modified or amended except in writing, which shall be signed by duly authorized representatives of the County and Ogden Regional.

7. **No Third Party Beneficiary.** Nothing in this agreement shall create or be interpreted to create any rights in or obligations in favor of any person or entity not a party to this agreement. Except for the Parties to this agreement, no person or entity is an intended third party beneficiary under this agreement.

8. **Further Assurance.** Each of the Parties agrees to cooperate in good faith with the other to execute and deliver such further documents, to adopt any resolutions, to take any other official action and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this agreement.

9. **Severability.** If any provision of this agreement shall be held invalid or unenforceable by any court or as a result of future legislative action, the remaining provisions of this agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this agreement. In lieu of such illegal, invalid or unenforceable provision, the Parties shall use commercially reasonable efforts to negotiate in good faith to insert a substitute, legal, valid, and enforceable provision that most nearly reflects the Parties' intent in entering into this agreement.

10. **Governing Law.** This agreement is made and entered into subject to the provisions of

the laws of the State of Utah, which laws shall control the enforcement of this agreement. The Parties also recognize that certain federal laws may be applicable. In the event of any conflict between the terms of this agreement and any applicable state or federal law, the state or federal law shall control.

11. **Headings.** The section headings of this agreement are for the purposes of reference only and shall not limit or define the meaning thereof.

12. **Counterparts.** This agreement may be executed in any number of counterparts, all of which together shall serve as one agreement.

13. **Entire Agreement.** This document contains the entire agreement and understanding between the Parties and constitutes the entire agreement with respect to the specific issues contained herein and supersedes any and all prior written or oral representations and agreements.

[signatures on the following pages]

**BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY**

By 
Gage Froerer, Chair

Date _____

ATTEST:

Weber County Clerk/Auditor

OGDEN REGIONAL MEDICAL CENTER

By 

Date 12/18/2020

ATTEST:

EXHIBIT A

Equipment List:

Medical cots and screens

155 Medical Cots and Privacy Screens

Environmental Containment

6- ECU4 Modular Assembly, MTIECU4 /GR SKU 55EL15

4- Sidewall Flange Kit SWF, MTIECU4-SWF /GR SKU 55EL18

2- ECU4CORFLA, ECU4CORFLA /GR SKU 55EL19

2- ECU4- 5 foot Modular Cuff, SKU ECU4-MODCUF

4- DEF Air 500 99.97% HEPA ALARM 110V SKU DEF Air 500

2- HEPA 99.97 With Manifold, Flex Duct and Clamp SKU ABTH2KMAire

Fatality Management

3-body storage racks 7011-3SL - Portable Cremation Storage Rack 3 Tier, w/Full Rollers- Side Loading

T3626HS - Standard Body Tray with Hand Slots

Dimensions: 78" L x 23" W x 2.75" H (198 cm x 58 cm x 7 cm)

1-covered body transport/lift 600040-DS-SL - Double Scissor Lift Covered Carrier w/Rollers for side loading

ER Tents

2-570 sq foot Western Shelter Octagon Tents – WS-1935 with generator, hvac, vestibule and connector, flooring, insulation, LED light and wiring harness, 8 medical supply organizers,

22 medical treatment beds

2 wheeled storage containers 94"x34"x59"

**AMMENDMENT TO THE AGREEMENT FOR THE DISTRIBUTION OF CARES ACT
FUNDING TO OGDEN SCHOOL DISTRICT**

This Amendment to the Agreement for the Distribution of CARES Act Funding to Ogden School District is made by and between Weber County ("County") and Ogden School District ("District"), both bodies politic and political subdivisions of the State of Utah, individually referred to as "Party" and jointly referred to as "Parties."

RECITALS

WHEREAS, the County and the District entered into an agreement for the distribution of CARES Act funds on November 3, 2020; and

WHEREAS, the original agreement provided that the County would grant District up to \$2,750,000 from its Coronavirus Relief Fund ("CR Funds") awarded through the State of Utah; and

WHEREAS, CR Funds can only be used to cover necessary expenditures and losses incurred due to the COVID-19 public health emergency; and

WHEREAS, necessary expenditures include expenses required to respond to second-order effects of COVID-19, such as costs associated with the safe reopening of schools;

WHEREAS, the number of COVID-19 cases continue to rise at alarming rates throughout Weber County; and


WHEREAS, the District likewise continues to incur an array of COVID-19 related expenses in its effort to continue providing a safe in-person learning environment and distance learning options to students; and

WHEREAS, the County and District remain committed to mitigating the second-order effects COVID-19 has had on schools as much as possible;

NOW THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the Parties agree to amend the original agreement as follows:

1. Subject to availability, the County may grant District up to \$1,000,000 in additional CR Funds beyond what has already been funded under the original agreement.
2. District agrees to use funds in accordance with the requirements of the CARES Act and that payments will only be made to cover costs that are: 1) necessary expenditures due to the public health emergency with respect to COVID-19; 2) were not accounted for in the budget most recently approved as of March 27, 2020; and 3) were incurred between March 1, 2020, and December 30, 2020. District also agrees to abide by any other federal or state requirements related to the use of CR Funds by schools, including requirements that come about as a result of receiving financial relief from other funding sources under the CARES Act.
3. All other terms and conditions of the original agreement remain unchanged.

**BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY**

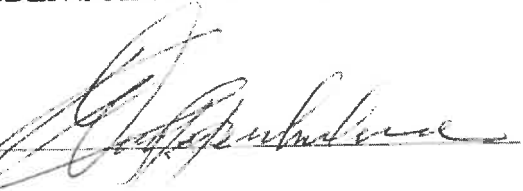
By 
Gage Froerer, Chair

Date _____

ATTEST:

Weber County Clerk/Auditor

OGDEN SCHOOL DISTRICT

By 

Date 12-17-2020

ATTEST:



**AMMENDMENT TO THE AGREEMENT FOR THE DISTRIBUTION OF CARES ACT
FUNDING TO WEBER SCHOOL DISTRICT**

This Amendment to the Agreement for the Distribution of CARES Act Funding to Weber School District is made by and between Weber County ("County") and Weber School District ("District"), both bodies politic and political subdivisions of the State of Utah, individually referred to as "Party" and jointly referred to as "Parties."

RECITALS

WHEREAS, the County and the District entered into an agreement for the distribution of CARES Act funds on November 3, 2020; and

WHEREAS, the original agreement provided that the County would grant District up to \$2,750,000 from its Coronavirus Relief Fund ("CR Funds") awarded through the State of Utah; and

WHEREAS, CR Funds can only be used to cover necessary expenditures and losses incurred due to the COVID-19 public health emergency; and

WHEREAS, necessary expenditures include expenses required to respond to second-order effects of COVID-19, such as costs associated with the safe reopening of schools;

WHEREAS, the number of COVID-19 cases continue to rise at alarming rates throughout Weber County; and

WHEREAS, the District likewise continues to incur an array of COVID-19 related expenses in its effort to continue providing a safe in-person learning environment and distance learning options to students; and

WHEREAS, the County and District remain committed to mitigating the second-order effects COVID-19 has had on schools as much as possible;


NOW THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the Parties agree to amend the original agreement as follows:

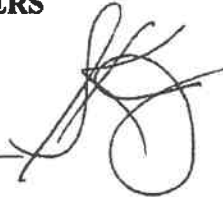
1. Subject to availability, the County may grant District up to \$3,000,000 in additional CR Funds beyond what has already been funded under the original agreement.
2. District agrees to use funds in accordance with the requirements of the CARES Act and that payments will only be made to cover costs that are: 1) necessary expenditures due to the public health emergency with respect to COVID-19; 2) were not accounted for in the budget most recently approved as of March 27, 2020; and 3) were incurred between March 1, 2020, and December 30, 2020. District also agrees to abide by any other federal or state requirements related to the use of CR Funds by schools, including requirements that come about as a result of receiving financial relief from other funding sources under the CARES Act.
3. The original agreement contemplated the District using CR Funds to expand broadband services in more remote areas of the District. Due to logistical restraints beyond the District's

control, it has become apparent that it will not be able to comply with this requirement under the time limits set forth by the CARES Act. As such, any requirement that CR Funds granted to the District be dedicated to expanding broadband services is stricken from the original agreement.

4. All other terms and conditions of the original agreement remain unchanged.

**BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY**

By 
Gage Froerer, Chair



Date _____

ATTEST:

Weber County Clerk/Auditor

WEBER SCHOOL DISTRICT

By 

Date 16 Dec. 2020

ATTEST:

**AMMENDMENT TO THE AGREEMENT FOR THE DISTRIBUTION OF CARES ACT
FUNDING TO WEBER STATE UNIVERSITY**

This Amendment to the Agreement for Distribution of CARES Act Funding is made by and between Weber County (“County”) and Weber State University (“University”), both bodies politic and political subdivisions of the State of Utah, individually referred to as “Party” and jointly referred to as “Parties.”

RECITALS

WHEREAS, the County and the University entered into an agreement for the distribution of CARES Act funds on November 3, 2020; and

WHEREAS, the original agreement provided that the County would grant University up to \$750,000 from its Coronavirus Relief Fund (“CR Funds”) awarded through the State of Utah; and

WHEREAS, CR Funds can only be used to cover necessary expenditures and losses incurred due to the COVID-19 public health emergency; and

WHEREAS, necessary expenditures include expenses required to respond to second-order effects of COVID-19, such as costs associated with the safe reopening of schools;

WHEREAS, the number of COVID-19 cases continue to rise at alarming rates throughout Weber County; and

WHEREAS, the University likewise continues to incur an array of COVID-19 related expenses in its effort to continue providing a safe in-person learning environment and distance learning options to students; and

WHEREAS, the County and University remain committed to mitigating the second-order effects COVID-19 has on schools as much as possible;

NOW THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the Parties agree to amend the original agreement as follows:

1. Subject to availability, the County may reimburse up to \$1,000,000 in additional CR Funds to the University beyond what has already been funded under the original agreement. The disbursement of CR Funds shall be made under the direction of the Weber County Treasurer and shall only be made for allowable expenditures supported by reimbursement requests received by County on or before December 23, 2020.
2. University agrees to use funds in accordance with the requirements of the CARES Act and that payments will only be made to cover costs that are: 1) necessary expenditures due to the public health emergency with respect to COVID-19; 2) were not accounted for in the budget most recently approved as of March 27, 2020; and 3) were incurred between March 1, 2020, and December 30, 2020. University also agrees to abide by any other federal or state requirements related to the use of CR Funds by schools, including requirements that come about as a result of receiving financial relief from other funding sources under the CARES Act.

3. All other terms and conditions of the original agreement remain unchanged.

**BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY**

By Gage Froerer
Gage Froerer, Chair



Date _____

ATTEST:

Weber County Clerk/Auditor

WEBER STATE UNIVERSITY

By _____

Date _____

ATTEST:

3. All other terms and conditions of the original agreement remain unchanged.

**BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY**

By _____
Gage Froerer, Chair

Date _____

ATTEST:

Weber County Clerk/Auditor

WEBER STATE UNIVERSITY

By _____
Norman Tarbox, VP

Date 12/17/20

ATTEST:

Loxann P. King 12/17/2020