

RESOLUTION NO. _____

RESOLUTION APPROVING INTERLOCAL COOPERATION AGREEMENT FOR THE DISTRIBUTION OF CARES ACT FUNDING

WHEREAS, Title 11, Chapter 13, Utah Code Annotated, 1953, as amended, commonly known as the Interlocal Cooperation Act (“Act”), authorizes public agencies to enter into joint agreements for their mutual benefit; and

WHEREAS, the State of Utah is distributing a portion of its Coronavirus Relief Fund (“CRF”) 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, the CRF can only be used to cover necessary expenditures and losses incurred due to the public health emergency with respect to COVID-19; and

WHEREAS, necessary expenditures include direct emergency response activities, such as addressing public health needs, but also expenses required to respond to second-order effects of COVID-19, such as providing economic support to businesses and individuals that have been financially impacted by the pandemic; and

WHEREAS, Weber County and the participating cities desire to work together by pooling and distributing their CRF funds in order to maximize the benefit to Weber County’s economy.

NOW THEREFORE, the Board of County Commissioners of Weber County resolves to enter in and approve the Interlocal Cooperation Agreement for the Distribution of CARES Act Funding. A copy of the agreement is attached as Exhibit A.

RESOLVED this 7th day of July, 2020.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
Gage Froerer, Chair

Commissioner Froerer voted _____
Commissioner Harvey voted _____
Commissioner Jenkins voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

**INTERLOCAL COOPERATION AGREEMENT
FOR THE DISTRIBUTION OF CARES ACT FUNDING**

This agreement is made by and between Weber County, a body politic of the State of Utah (“County”), and the following undersigned municipalities: Farr West, Hooper, Huntsville Town, Marriott-Slaterville, North Ogden, Plain City, Pleasant View, Riverdale, Roy, South Ogden, Washington Terrace, and West Haven (“Cities”), individually referred to as “Party” and jointly referred to as “Parties,” pursuant to the provisions of the Interlocal Cooperation Act, §§ 11-13-101 et seq., Utah Code Annotated, 1953, as amended.

RECITALS

WHEREAS, the State of Utah is distributing a portion of its Coronavirus Relief Fund (“CRF”) 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, each eligible local government will initially be paid one-third of its CRF allocation from the State with the remaining two-thirds to be disbursed at a future date, subject to the availability of funding; and

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

WHEREAS, necessary expenditures include direct emergency response activities, such as addressing public health needs, but also expenses required to respond to second-order effects of COVID-19, such as providing economic support to businesses and individuals that have been financially impacted by the pandemic; and

WHEREAS, each City has received its initial one-third installment and desires to contract with the County to distribute these funds pursuant to the terms of this agreement;

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

**SECTION ONE
TERM OF AGREEMENT**

1. This agreement shall commence on the 1st day of July 2020, and continue through and including the 30th day of June 2021, unless terminated earlier. The agreement may be extended on a year-to-year basis as needed through a written amendment.
2. Notwithstanding the provisions of this agreement, individual Cities may terminate their participation in this agreement at any time by giving ninety (90) days written notice to the County.

SECTION TWO SCOPE OF SERVICES

3. Each City shall provide to County at least 90% of the initial distribution of its CRF funds. Distribution percentages of future installments shall be determined through a written amendment to this agreement. Cities' CRF funds shall only be used as specified in this or other future agreements between the Parties.

4. Each City may retain 10% of the initial distribution to reimburse the City for expenditures that are authorized by section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

5. County shall distribute CRF funds to businesses and non-profit organizations located within the County and Cities that have been financially impacted by COVID-19 ("Businesses").

6. Businesses desiring to receive CRF funds shall complete a grant application made available by County. County shall accept grant applications on a rolling basis until all CRF funds are exhausted.

7. County will develop a governing policy outlining the process for receiving and objectively evaluating grant applications. Businesses must meet certain criteria to be eligible to receive CRF funds including, but not limited to the following:

- a) Businesses must have a location within County boundaries;
- b) Businesses must have experienced a significant impact from the COVID-19 pandemic;
- c) Businesses must be open, or plan to reopen as of the date an application for CRF funds is submitted;
- d) Businesses must be current on property taxes and have no legal actions against or from any of the Cities or County;
- e) Business owners must be 18 years or older and have a valid employer identification number (EIN), or a valid social security number for sole proprietors; and
- f) Businesses must have the ability to document and report on funds received.

8. Businesses may use CRF funds to reimburse the costs of business interruptions incurred as a result of COVID-19, such as changes to buildings to encourage social distancing, purchases of personal protective equipment or cleaning and sanitation supplies. Businesses may also receive a grant of economic support if their business was affected by decreased customer demand as a result of the public health emergency. These grants will be based on the loss of net income from March 1 through May 31, 2020.

9. County shall require Businesses that receive CRF funds to adhere to the CARES Act and any current or future guidance related to the CRF funds. County shall also require Businesses to retain documentation related to any uses of the funds, including but not limited to invoices, sales receipts, and payroll expenditures.

10. Time is of the essence in distributing CRF funds, and County shall work toward distributing all CRF funds from the initial distribution by the end of August 2020.

**SECTION THREE
REIMBURSEMENT FOR SERVICES PROVIDED**

11. Each City agrees that County will not receive any compensation from the City for services provided under this agreement. However, County may be reimbursed out of CRF funds for any costs incurred by County in distributing, monitoring, and accounting for the use of any CRF funds as authorized by section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

**SECTION FOUR
RECORDS**

12. All records created or received by County in accordance with this agreement (“CRF Records”) shall be County records. County agrees to keep all records in a manner approved by the County Auditor and agrees that said records shall be open for examination by any of the Cities at any reasonable time.

13. Cities shall coordinate with each other and designate two representatives (“Representatives”) to assist the County in evaluating grant applications in accordance with the terms of this agreement, provisions in the CARES Act, and any relevant regulations.

**SECTION FIVE
EMPLOYEES**

14. It is the intent of this agreement that County employees shall be deemed to be employees of County for all purposes, including, but not limited to, workers compensation, social security, employment insurance, and other benefits provided to County employees. City employees shall be deemed to be employees of each respective City for all purposes, including, but not limited to, workers compensation, social security, employment insurance, and other benefits provided to their employees.

**SECTION SIX
INDEMNIFICATION**

15. County agrees to indemnify and hold each City and 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 County in its provision of services pursuant to the terms of this agreement. The provisions of this paragraph shall survive termination of this agreement.

16. Each City agrees to indemnify and hold the County and 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 the City in its provision of services pursuant to the terms of this agreement. The provisions of this paragraph shall survive termination of this agreement.

17. Notwithstanding the foregoing, County and Cities are governmental entities under the Governmental Immunity Act of Utah (Utah Code § 63G-7-101, *et seq.*) (“Governmental Immunity Act”). Neither County nor any City 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 SEVEN ADMINISTRATION

18. This agreement does not contemplate any separate legal entity to provide for its administration and none shall be required. The agreement shall be administered by the governing bodies of all participating Parties hereto.

SECTION EIGHT MISCELLANEOUS

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

20. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Interlocal Cooperation Act, the Parties hereby agree as follows:

- a. This agreement shall not be effective until approved by resolutions of the governing bodies of the County and the participating Cities.
- b. This agreement shall be submitted to an authorized attorney for each Party who shall approve the agreement as being in proper form and compatible with the laws of the State of Utah.
- c. The Parties agree that a signed copy of this agreement will be filed with the keeper of the public records of each entity.
- d. The Parties agree that they are not creating an interlocal entity by this agreement.
- e. No real or personal property will be acquired, held, or disposed of or used in conjunction with a joint or cooperative undertaking.

21. **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.

22. **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.

23. **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.

24. **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.

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

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

27. **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

Approved as to form and for
compliance with state law:



Weber County Attorney's Office

FARR WEST CITY

By _____
 , Mayor

Date _____

ATTEST:

Approved as to form and for
compliance with state law:

City Recorder

City Attorney

HOOPER CITY

By _____
_____, Mayor

Date _____

ATTEST:

Approved as to form and for
compliance with state law:

City Recorder

City Attorney

MARRIOTT-SLATERVILLE CITY

By _____
 , Mayor

Date _____

ATTEST:

Approved as to form and for
compliance with state law:

City Recorder

City Attorney

NORTH OGDEN CITY

By _____
 , Mayor

Date _____

ATTEST:

Approved as to form and for
compliance with state law:

City Recorder

City Attorney

PLAIN CITY

By _____
 , Mayor

Date _____

ATTEST:

Approved as to form and for
compliance with state law:

City Recorder

City Attorney

RIVERDALE CITY

By _____
 , Mayor

Date _____

ATTEST:

Approved as to form and for
compliance with state law:

City Recorder

City Attorney

SOUTH OGDEN CITY

By _____
 , Mayor

Date _____

ATTEST:

Approved as to form and for
compliance with state law:

City Recorder

City Attorney

WASHINGTON TERRACE CITY

By _____
 , Mayor

Date _____

ATTEST:

Approved as to form and for
compliance with state law:

City Recorder

City Attorney

