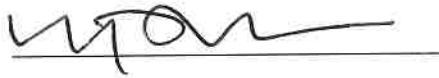


ROLL CALL		
VOTING:		
	YES	NO
Mayor Wendy Pray	[]	[]
Council member Robert Ottley	[✓]	[]
Council member Dorel Kynaston	[✓]	[]
Council member Paul MacArthur	[✓]	[]
Council member Kari Malkovich	[✓]	[]
Council member David Pratt	[X]	[]

I move that Resolution 2020-24 be adopted.


 Council Member

I second the foregoing motion.


 Council Member



**INTERLOCAL COOPERATION AGREEMENT BETWEEN UTAH COUNTY AND
LOCAL ENTITY FOR REIMBURSEMENT FROM THE CORONAVIRUS RELIEF FUND**

THIS IS AN INTERLOCAL COOPERATION AGREEMENT ("Agreement")
effective the 1st day of July, 2020 by and between Utah County, a political subdivision of
the State of Utah ("County") and Woodland Hills, a political subdivision of the State of
Utah ("Recipient") (collectively "parties").

WITNESSETH:

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act ("Interlocal
Act"), Title 11, Chapter 13, Utah Code Annotated, 1953 as amended, public agencies,
including political subdivisions of the State of Utah as therein defined, are authorized to enter
into written agreements with one another for joint or cooperative action; and

WHEREAS, pursuant to the Interlocal Act, the parties desire to work together
through joint and cooperative action that will benefit the residents of Recipient and County; and

WHEREAS, the parties to this Agreement are public agencies as defined in the Interlocal
Act; and

WHEREAS, earlier this year the United States of America began battling a public health
emergency known as Coronavirus Disease 2019 ("COVID-19"). On March 27, 2020 and in
response to COVID-19, President Trump signed the Coronavirus Aid, Relief and Economic
Security Act ("CARES Act"); and

WHEREAS, the Federal Government provided \$1.25 billion to Utah state and local governments through the Coronavirus Relief Fund (“CRF”) included in section 5001 of the CARES Act. Based on the distribution formula in the CARES Act, \$934.8 million was paid to the State of Utah (“State”), \$203.6 million was paid directly to Salt Lake County, and \$111.6 million was paid directly to Utah County (the “County Allocation”). State and local governments can only use the CRF payments to respond to the COVID-19 pandemic. While the County is not required to distribute a portion of its \$111.6 million payment to local entities, the County Commission have elected to share a portion with local entities within Utah County; and

WHEREAS, the CARES Act provides that payments from CRF may only be used to cover costs that: (1) are necessary expenditures incurred 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 (the date of enactment of the CARES Act) for the State or local government; and (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and

NOW, THEREFORE, the parties do mutually agree, pursuant to the terms and provisions of the Interlocal Act, as follows:

Section 1. EFFECTIVE DATE; DURATION

This Agreement shall become effective and shall enter into force, within the meaning of the Interlocal Act, upon the submission of this Agreement to, and the approval and execution thereof by Resolution of the governing bodies of each of the parties to this

Agreement. The term of this Agreement shall be from the effective date hereof through December 31, 2020.

This Agreement shall not become effective until it has been reviewed and approved as to form and compatibility with the laws of the State of Utah by the Utah County Attorney's Office and the attorney for Recipient. Prior to becoming effective, this Agreement shall be filed with the person who keeps the records of each of the parties hereto.

Section 2. ADMINISTRATION OF AGREEMENT

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 Agreement. The parties further agree that this 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 parties hereto at all reasonable times.

Section 3. PURPOSE

This Agreement has been established and entered into between the County and Recipient to provide CRF funds to the Recipient from the County Allocation to respond to the COVID-19 pandemic.

Section 4. CRF FUNDING AMOUNTS

1. From the County Allocation, \$20 million will be set aside for economic support, to be overseen and recommended by a seven-member committee chosen by the Council of Governments (“COG”) within Utah County and then allocated by the County in accordance with the recommendation. This \$20 million shall be known as “Part 1” of the County Allocation and shall only be expended as authorized by the CARES Act including the costs incurred by County to administer this Part 1. This seven-member committee shall comply with the Utah Open and Public Meetings Act, Utah Code, Title 52, Chapter 4.
2. From the County Allocation, \$45,815,170.95 will be set aside for eligible recipients who may receive an allocation up to the maximum amount listed in the Available Funds for Cities and Unincorporated County document attached hereto as Exhibit “A” and incorporated herein by this reference. This \$45,815,170.95 shall be known as “Part 2” of the County Allocation. This amount may be subject to revision by the County due to federal mandate or by an order of a court of law. If Recipient places any CRF funds in an interest-bearing account, Recipient must expend the interest earned on CRF funds in accordance with the requirements of the CARES Act or return the interest earned to County. If Recipient received funds to reimburse or otherwise cover the costs of permissible expenditures, as described in Section 5, from any other sources other than the County Allocation, then Recipient shall provide an accounting to County of all such funds from the other sources and repay to County such funds up to an amount equal to the

Recipient's portion of the County's Allocation. Recipient acknowledges that it shall receive no funds from the County outside of those CRF funds in the County Allocation.

3. From the County Allocation, \$45,815,170.95 will be set aside for the County. This \$45,815,170.95 shall be known as "Part 3" of the County Allocation.

Section 5. PERMISSIBLE USE OF CRF FUNDING

The CARES Act and additional guidance issues by the United States Treasury Department provides that CRF funds may only be used to cover costs that meet the following conditions:

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
 - a. The requirement that expenditures be incurred "due to" the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency.
 - b. CRF Funds may NOT be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute.
 - c. The expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending the CRF funds.
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the Recipient; and
 - a. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget or (b) the cost is for a substantially

different use from any expected use of CRF funds in such a line item, allotment, or allocation.

b. The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the Recipient, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by the Recipient in response to the COVID-19 public health emergency.

c. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

a. A cost is “incurred” when the Recipient has expended funds to cover the cost.

These provisions and guidance are current as of May 26, 2020. The Recipients accepting funds must agree to adhere to any additional current or future Federal, State, and County guidance regarding spending, reporting, or any other matter related to CRF funds. Further, the Recipients shall require that any subgrantee to which it awards CRF funds adhere to the CARES Act and any current or future guidance related to the CRF funds. Federal guidance has been updated regularly and can be found at <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>.

Section 6. TIME PERIOD

The Recipient has until **November 2, 2020** to seek reimbursement from CRF funds and provide the necessary documentation for reimbursement of the CRF funds to County. CRF funds held by the County that are not expended on eligible expenditures on or before **November 2, 2020**, shall be retained by the County, so that the County will have time to reallocate and expend the funds before they expire on December 30, 2020. The Recipient may petition the County to retain

allocated, but unspent CRF funds, after the November 2, 2020 date, with approval from the County. Any requests for exceptions shall be emailed to Peter Brown, Finance Manager COVID Project, in the Utah County Clerk/Auditor's Office, peterb@utahcounty.gov, before 5:00 P.M. MST, November 2, 2020.

Section 7. REIMBURSEMENT FOR USE OF CRF FUNDS

Recipient, if desiring reimbursement for the permissible expenditures of CRF Funds, then Recipient shall provide itemized documentation to County establishing the validity of the expenditures. If the expenditures meet the requirements of the CARES Act, and any additional current or future Federal, State, and County guidance regarding spending, reporting, or any other matter related to CRF fund, then County agrees to reimburse Recipient within 30 days of receiving acceptable itemized documentation establishing the validity of the expenditures with CRF funds. The maximum amount of reimbursement from County to Recipient shall not exceed the total allocation to Recipient identified in Exhibit A attached hereto. Any costs which exceed the total allocation to Recipient identified in Exhibit A shall be the Recipient's sole responsibility.

The Recipient shall retain documentation related to any uses of the CRF funds, including but not limited to invoices and/or sales receipts. All payroll expenditures must illustrate compliance with CARES Act by detailed, daily documentation. Any subgrants made by the Recipient shall similarly require, as a term of the grant, that the subgrantee shall retain documentation and shall produce such documentation to the Recipient and the County upon request.

Consistent with County's responsibilities for the management of CARES funds distributed to it and in accordance with being subject to the Federal Single Audit Act, Recipient shall be prepared to submit receipts and HR records if requested in connection with an audit. All receipts

should be individually accompanied (either physically or by PO number) by an explanation form that will be provided by the County that will need to explain how the expenses respond to the “reasonably necessary” justification of the CARES Act Coronavirus Relief Fund (CFR). The County may request additional reporting if necessary.

Section 8. ACCOUNTABILITY FOR THE USE OF CRF FUNDS

If County, state, or federal audit findings determine that any CRF funds were expended by the Recipient in violation of the requirements of the CARES Act and request repayment of those CRF funds, the Recipient shall provide funds to the County for repayment to the Federal Government as required by the CARES Act. If the County is forced to repay the funds because the Recipient is unwilling or unable to repay the funds, the amount paid by the County will become a past due obligation of the Recipient to the County and may be collected as such.

Section 9. AVAILABILITY OF CRF FUNDS

It is expressly understood and agreed that the obligation of the County to proceed under this Agreement is conditioned upon the availability of CRF funds remaining in the County Allocation. If the CRF funds anticipated for the continuing fulfillment of the Agreement from the County Allocation are, at any time, not forthcoming or insufficient, either through the failure of the Federal government to provide or if CRF funds are not otherwise available to the County, the County shall have the right upon ten (10) working days written notice to the Recipient, to terminate this Agreement without damage, penalty, cost, or expense to the Recipient of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

Section 10. METHOD OF TERMINATION

This Agreement will automatically terminate at the end of its term herein, pursuant to the provisions of paragraph one (1) of this Agreement. Prior to the automatic termination at the end of the term of this Agreement, any party to this Agreement may terminate the Agreement sixty (60) days after providing written notice of termination to the other party. The Parties of this Agreement agree to bring current, prior to termination, any financial obligation incurred in the exercise of its rights and obligations set forth herein.

Section 11. FILING OF INTERLOCAL COOPERATION AGREEMENT

Executed copies of this Agreement shall be placed on file in the office of the County Clerk/Auditor of County and with the official keeper of records of Recipient and shall remain on file for public inspection during the term of this Agreement.

Section 12. ADOPTION REQUIREMENTS

This Agreement shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-202.5, Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party.

Section 13. AMENDMENTS

This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and

approved by an Authorized Attorney of each of the parties, as required by Section 11-13-205.5, Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party.

Section 14. SEVERABILITY

If any term or provision of the 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.

Section 15. 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 the 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 each of the parties have participated in the preparation hereof.

Section 16. HEADINGS

Headings herein are for convenience of reference only and shall not be considered any interpretation of the Agreement.

Section 17. BINDING AGREEMENT

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

Section 18. 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.

Section 19. 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.

Section 20. GOVERNING LAW

All questions with respect to the construction of this Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

Section 21. COUNTERPARTS AND FACSIMILE SIGNATURES

The Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed to be an original, binding between the executing parties, and all of which together constitute one and the same instrument. Original, facsimile, emailed, texted, electronic, or power of attorney signatures shall be binding upon the executing party.

UTAH COUNTY

Authorized by Resolution No. 2020-____, authorized and passed on the____day of

_____, 2020.

**BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH**

By:_____
TANNER AINGE, Chairman

ATTEST: AMELIA POWERS GARDNER

Utah County Clerk/Auditor

By:_____
Deputy

**APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:
DAVID O. LEAVITT**

Utah County Attorney


By:_____
Deputy County Attorney

RECIPIENT

Authorized by Resolution No. 20-24, authorized and passed on the 26th day of

August, 2020.

By: 
Wendy Fray (Sep 14, 2020 08:05 MDT)
MAYOR

ATTEST: 
City/Town Recorder

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

City/Town Attorney








COVID-19Interlocal_Coop_Agree.ReimburseVers.07-08-20[23925]

Final Audit Report

2020-09-14

Created:	2020-09-13
By:	jody stones (recorder@woodlandhills-ut.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAiwAWoTn_P17zr0bOYNJTWEQywAlogA-Y

"COVID-19Interlocal_Coop_Agree.ReimburseVers.07-08-20[23925]" History

-  Document created by jody stones (recorder@woodlandhills-ut.gov)
2020-09-13 - 9:55:15 PM GMT- IP address: 69.162.230.151
-  Document emailed to Wendy Pray (mayor@woodlandhills-ut.gov) for signature
2020-09-13 - 9:57:22 PM GMT
-  Email viewed by Wendy Pray (mayor@woodlandhills-ut.gov)
2020-09-14 - 2:04:52 PM GMT- IP address: 204.228.138.127
-  Document e-signed by Wendy Pray (mayor@woodlandhills-ut.gov)
Signature Date: 2020-09-14 - 2:05:23 PM GMT - Time Source: server- IP address: 204.228.138.127
-  Signed document emailed to Wendy Pray (mayor@woodlandhills-ut.gov) and jody stones (recorder@woodlandhills-ut.gov)
2020-09-14 - 2:05:23 PM GMT



Adobe Sign

Resolution No. 2020- 577

**RESOLUTION AUTHORIZING THE SIGNING OF AN INTERLOCAL
COOPERATION AGREEMENT BETWEEN UTAH COUNTY AND WOODLAND
HILLS CITY FOR REIMBURSEMENT FROM THE CORONAVIRUS RELIEF FUND**

WHEREAS, pursuant to the Utah Interlocal Cooperation Act (the "Act"), Utah Code section 11-13-101, et seq., any two or more public agencies as defined under the Act may enter into agreements with one another for joint or cooperative action and may also contract with each other to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, the Board of County Commissioners of Utah County, Utah, has determined that it is in the public interest and welfare of the residents of Utah County that Utah County engage in a cooperative effort with Woodland Hills City for reimbursement from the Coronavirus Relief Fund; and

WHEREAS, the Interlocal Cooperation Agreement has been prepared for approval and execution by and between all parties, and


NOW, THEREFORE, be it resolved by the Board of County Commissioners of Utah County, Utah, that the attached Interlocal Cooperation Agreement between Utah County and Woodland Hills City for reimbursement from the Coronavirus Relief Fund, is hereby accepted and approved by the Board of County Commissioners of Utah County, Utah. The Chair of the Board of County Commissioners of Utah County, Utah, is authorized to execute and the County Clerk/Auditor to attest to the execution of the Interlocal Cooperation Agreement for and on behalf of Utah County.

[Remainder of page intentionally left blank. Signature page follows.]

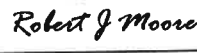
This Resolution shall take effect immediately upon its approval and adoption by the Board of County Commissioners of Utah County, Utah.

APPROVED AND ADOPTED this 29 day of July 2020.

BOARD OF COUNTY COMMISSIONERS,
UTAH COUNTY, UTAH

By: 
TANNER D. AINGE, Chair

APPROVED AS TO FORM AND LEGALITY:
DAVID O. LEAVITT
Utah County Attorney

By: 
Deputy County Attorney

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

TANNER D. AINGE, CHAIR

NATHAN IVIE, COMMISSIONER

WILLIAM C. LEE, COMMISSIONER

VOTE	
YEA	NAY
<u>YEA</u>	<u> </u>
<u>YEA</u>	<u> </u>
<u>YEA</u>	<u> </u>