**INTERLOCAL COOPERATION** **AGREEMENT**

**FOR THE DISTRIBUTION OF CARES ACT FUNDING TO OGDEN CITY**

This agreement is made by and between Weber County (“County”) and Ogden City (“City”), body politics and political subdivisions of the State of Utah, 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 (“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 expenses required to respond to second-order effects of COVID-19, such as providing economic support to small businesses and nonprofit organizations that have been negatively impacted by the pandemic; and

**WHEREAS,** County and City both recognize an immediate need to distribute CR Funds to provide economic relief to our small businesses and nonprofit organizations; and

**WHEREAS,** County and City agree that a collective financial effort to distribute CR Funds will ensure that small businesses and nonprofits receive the maximum amount of financial relief possible in an effort to sustain our community during these challenging times;

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

**SECTION ONE**

**SCOPE OF SERVICES**

1. City will develop and administer grant programs for nonprofit organizations throughout Weber County and for small businesses located within the City. In administering these programs, City assumes responsibility for developing grant application platforms, underwriting to ensure grant awards are permitted uses under the CARES Act as set forth in 601(d) of the Social Security Act, disbursement of funds, and complying with all federal, state, and local auditing and reporting requirements.
2. County will contribute up to $3,000,000 of its CR Funds to City on a reimbursement basis for grants awarded under the City’s nonprofit program. The County’s contribution is contingent upon it receiving sufficient CR Funds from the State of Utah. Reimbursements shall be made under the direction of the Weber County Treasurer.
3. County’s contribution is not only intended to provide grant funding for nonprofit organizations, but to allow City to allocate a portion of its CR Funds to make grants available to small businesses within the City. County has already developed and funded a grant program for small businesses in the unincorporated area and other municipalities. In an effort to ensure an equitable distribution of CR Funds, and to help as many qualified small businesses as possible, City agrees to develop and administer a grant program that is substantially similar to the Weber CARES grant program, including providing grants to small businesses with no more than 49 employees and annual revenues of no more than $1,500,000. City shall utilize the Weber CARES’ funding model for grants up to $15,000. City may implement additional underwriting procedures for grants made above that amount.
4. Except for nonprofit organizations, County will not reimburse City for grants made to entities that have already received CR Funds from the City. In addition, City shall use the County’s $3,000,000 contribution for any reimbursable amount that the City may qualify for in administrative expenses in developing and maintaining its nonprofit grant program.

**SECTION TWO**

**TERM OF AGREEMENT**

1. This agreement shall commence on the 1st day of September 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, either Party may terminate its participation in this agreement at any time by giving ninety (90) days written notice.

**SECTION THREE**

**INDEMNIFICATION**

1. City 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 City in its provision of services pursuant to the terms of this agreement. The provisions of this paragraph shall survive termination of this agreement.
2. Notwithstanding the foregoing, County and City 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 FOUR**

**ADMINISTRATION**

1. 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 the participating Parties.

**SECTION FIVE**

**RECORDS**

1. All records created or received by City in accordance with this agreement shall be kept in accordance with Utah’s Government Record and Access Management Act and any other applicable state and/or federal law. Upon request, records shall be made available for examination by the County to verify compliance with this agreement.

**SECTION SIX**

**MISCELLANEOUS**

1. **Amendment.** This agreement shall not be modified or amended except in writing, which shall be signed by duly authorized representatives of the County and City.
2. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Interlocal Cooperation Act, the Parties hereby agree as follows:
   1. This agreement shall not be effective until approved by resolutions of the governing bodies of each Party.
   2. 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.
   3. The Parties agree that a signed copy of this agreement will be filed with the keeper of the public records of each entity.
   4. The Parties agree that they are not creating an interlocal entity by this agreement.
   5. No real or personal property will be acquired, held, or disposed of or used in conjunction with a joint or cooperative undertaking.
3. **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.
4. **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.
5. **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.
6. **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.
7. **Headings.** The section headings of this agreement are for the purposes of reference only and shall not limit or define the meaning thereof.
8. **Counterparts.** This agreement may be executed in any number of counterparts, all of which together shall serve as one agreement.
9. **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: Approved as to form and for compliance with state law:

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Weber County Clerk/Auditor Weber County Attorney’s Office

**OGDEN CITY**

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mike Caldwell, Mayor

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ATTEST: Approved as to form and for compliance with state law:

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City Recorder City Attorney