RESOLUTION NO. 20-08

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WESTOVER HILLS, TEXAS AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH TARRANT COUNTY RELATIVE TO THE DISTRIBUTION OF FUNDS PAID TO THE TOWN FROM THE CORONAVIRUS AID RELIEF AND ECONOMIC SECURITY ACT ("CARES ACT").

BE IT RESOLVED by the Town Council of the Town of Westover Hills, Texas (the "Town"):

That, that Mayor or his designee is hereby authorized to execute an Interlocal Cooperation Agreement with Tarrant County relative to a grant and transfer of the sum of THIRTY-SEVEN THOUSAND THREE HUNDRED FORTY-FIVE DOLLARS ($37,345) of the County's CARES ACT funding; and

That, a substantial copy of the Interlocal Agreement is attached hereto and incorporated herein.

PASSED AND APPROVED by the Town Council of the Town of Westover Hills, Texas this the 26th day of May, 2020.

TOWN OF WESTOVER HILLS, TEXAS

Kelly R. Thompson, Mayor

ATTEST:

Penny Spikes, Town Secretary

APPROVED AS TO FORM:

Matthew Butler, Assistant Town Attorney

INTERLOCAL COOPERATION AGREEMENT
FOR MUNICIPAL DIRECT EXPENSE FUNDING

As provided for by Chapter 791 of the Texas Government Code, this Interlocal Cooperation Agreement ("Agreement") is entered into by and between Tarrant County, Texas (the "County") and the Town of Westover Hills, Texas (the "City") and shall be effective on the date that the signature of the last party is affixed. The County and the City have reviewed the Agreement, and each make the following findings:

WHEREAS, on March 11, 2020, the World Health Organization declared COVID-19 a worldwide pandemic; and

WHEREAS, President Donald Trump, Governor Greg Abbott, and County Judge Glen Whitley have issued Declarations of Disaster for the United States, the State of Texas, and the COUNTY, respectively; an

WHEREAS, on March 27, 2020, President Donald Trump signed the Coronavirus Aid Relief and Economic Security Act ("CARES ACT") providing financial aid to those impacted by the COVID-19 pandemic, including local governments; and

WHEREAS, the COUNTY has received CARES Act funds to reduce the impact of necessary expenditures incurred due to the public health emergency with respect to COVID-19; and

WHEREAS, on May 12, 2020, the Tarrant County Commissioners Court designated a portion of its CARES Act funds to provide FIFTY-FIVE DOLLARS ($55) per capita for direct COVID-19 related expenditures to municipalities located in Tarrant County ("Direct Costs Program"); and

WHEREAS, the 2019 population of the City that resides in Tarrant County, as reported by the North Central Texas Council of Governments, is 679; and

WHEREAS, assisting municipalities within the County in recovering their costs directly incurred in responding to the COVID-19 emergency is a legitimate and lawful use of the CARES ACT funding.

NOW, THEREFORE, for and in consideration of the mutual undertaking hereinafter set forth and for adequate consideration given, the County and City agree to the following:

1. Grant and Funding to City. Subject to the terms and conditions of this Agreement, the County agrees to grant and transfer to the City the sum of THIRTY-SEVEN THOUSAND THREE HUNDRED FORTY-FIVE DOLLARS ($37,345) of its CARES ACT funding ("Municipal Funds"). The City agrees to deposit these Municipal Funds into a separate, segregated account created solely for holding and dispersing these Municipal Funds. If Municipal Funds are deposited into an interest-bearing account, all interest earned must be used exclusively as outlined in item two below for COVID-19 expenditures already paid and incurred, and for expenditures to assist the City with its ongoing responses to COVID-19 as detailed in the CARES ACT.

2. Use of Municipal Funds. The City may use its Municipal Funds to reimburse itself for COVID-19 expenditures already paid and incurred, and for expenditures to assist with its ongoing response to COVID-19 as detailed in the CARES ACT, the Direct Costs Program, the U.S. Department of Treasury's Coronavirus Relief Fund ("CRF") Guidance for State, Territorial, Local, and Tribal Governments, and this Agreement. It is the responsibility of the City to remain informed of and act in accordance with all updates or amendments to CARES ACT and U.S. Department of Treasury CRF Guidance.

3. City's Obligations relating to its Use of the Municipal Funds. The City agrees to:

a) only use the Municipal Funds in compliance with this Agreement and for eligible expenditures related to the COVID-19 emergency;

b) reimburse and return to the Municipal Funds account within thirty days of notice by County any portion of the Municipal Funds that the County, the U.S. Department of Treasury, or their designee, deems were not used for COVID-19 purposes, or not used pursuant to the terms of this Agreement, or if the City's Municipal Funds account is already closed out, the reimbursement and return of the ineligible expenditure shall be made to the County;

c) document and justify that each expenditure from its Municipal Funds was an eligible expenditure under this Agreement and the CARES ACT. All documentation and the final report of expenditures shall be delivered to the County no later than January 15, 2021, and shall be kept by the City for a minimum of four years from the close of the Direct Costs Program;

d) allow inspection of all documentation and records related to its expenditure of its Municipal Funds by the County or the U.S. Department of Treasury upon reasonable request;

e) use the Municipal Funds only for eligible expenditures made between March 1, 2020 and 11:59 p.m., December 30, 2020;

f) by November 1, 2020, provide to the County a report of all funds the City determines it may be unable to spend prior to December 30, 2020. Any and all of such funds may be collected and redistributed at County's discretion;

g) return and re-pay within thirty days to the County any Municipal Funds not expended by 11:59 p.m., December 30, 2020;

h) acknowledge and recognize that the source of these Municipal Funds is Tarrant County and its CARES ACT allocation for any public programs or initiatives using these Municipal Funds;

i) coordinate with the County any public programs or initiatives so that no duplication of services, initiatives, or programs occurs.

4. Reports. The City shall provide to the County, within thirty (30) days of award, a Proposed Budget for use of the funds. The City shall also provide expenditure reports starting 60 days after award and continuing for every 30-day period until December 31, 2020.

5. Eligibility Issues. If the City is not sure that an expenditure will qualify, it should seek an opinion from its City Attorney prior to making the expenditure.

6. Nature of Funding. The CARES ACT funding is being received from the County to the City as a sub-recipient. As a sub-recipient of CARES ACT funding the City acknowledges that its use of the funds is subject to the same terms and conditions as the County's use of such funds. The City hereby agrees to comply with all terms and conditions of the CARES ACT funding, and to hold the County harmless against any repayments, penalties, or interest incurred as a result of the City's failure to comply with all terms and conditions of the CARES ACT funding. Funds spent in non-compliance with the

CARES ACT are subject to recapture by the County for return to the Direct Costs Program or for return to the U.S. Treasury Department.

7. Attorney's Fees and Costs. In accordance with the Program, the County shall be entitled to recover its reasonable and necessary attorney's fees and costs against the City if it is required to undertake litigation to enforce the terms of this Agreement to the extent allowed by law.

8. Law and Venue. The laws of the State of Texas shall govern this Agreement, except where clearly superseded by federal law. Exclusive venue of any dispute shall be in a state court of competent jurisdiction in Tarrant County, Texas.

9. No Assignment. The City may not assign this Agreement.

10. Entire Agreement. This Agreement supersedes and constitutes a merger of all prior oral and/or written agreements and understandings of the parties on the subject matter of this Agreement and is binding on the parties and their legal representatives, receivers, executors, successors, agents, and assigns.

11. Amendment. Any amendment of this Agreement must be by written instrument dated and signed by both parties.

12. Severability. No partial invalidity of this Agreement shall affect the remainder unless the public purpose to be served hereby is so greatly diminished thereby as to frustrate the object of this Agreement.

13. Waiver. No waiver by either party of any provision of this Agreement shall be effective unless in writing, and such waiver shall not be construed as or implied to be a subsequent waiver of that provision or any other provision.

TARRANT COUNTY, TEXAS

By: _____
B. Glen Whitley, County Judge

_____
Date

TOWN OF WESTOVER HILLS, TEXAS

By: _____
City's Authorized Signatory

Kelly R. Thompson
Printed Name

May 20, 2020
Date

ATTEST:

_____
City Secretary

APPROVED AS TO FORM:

CERTIFICATION OF AVAILABLE FUNDS $ 37,345 W

Criminal District Attorney's Office*

Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.