

Agreement No. 2021 - 229

**INTERLOCAL COOPERATION AGREEMENT WITH PAYSON CITY FOR
SUBSTANCE MISUSE PREVENTION SERVICES AND COMMUNITIES THAT CARE
PREVENTION MODEL**

THIS AGREEMENT, made and entered into this 17th day of March 2021, by and between UTAH COUNTY, UTAH, a body corporate and politic of the State of Utah, by and through the Utah County Health Department (UCHD), 100 East Center Street, Provo, Utah 84601 and the municipality of, PAYSON CITY, 439 West Utah Avenue, Payson, Utah 84651, a municipal corporation and a political subdivision of the State of Utah.

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

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

WHEREAS, Utah County and Payson City, within Utah County, through their respective governing bodies, have voluntarily determined that the interests and welfare of the public within their respective jurisdictions will best be served by this Interlocal Cooperative Agreement for joint or cooperative action.

NOW THEREFORE, in consideration of the covenants and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Effective Date; Duration.

This Agreement shall become effective July 1, 2020 and shall enter into force, within the meaning of the Interlocal Cooperation Act, upon the submission of this Interlocal Cooperation Agreement to, and the approval and execution hereof by a majority of the governing bodies of all of the parties to this Agreement. The term of this Interlocal Cooperation Agreement shall be from July 1, 2020 hereof until June 30, 2021. This Interlocal Cooperation 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 Payson City Attorney. Prior to becoming effective, this Interlocal Cooperation Agreement shall be filed with the person who keeps the records of each of the parties hereto.

Section 2. Administration of Interlocal Cooperation Agreement.

The parties to this Agreement do not contemplate nor intend to establish an Interlocal entity under the terms of this Interlocal Cooperation Agreement. The parties do agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, that Utah County shall act as the administrator responsible for the administration of this Interlocal Cooperation Agreement. The parties further agree that this Interlocal Cooperation Agreement does not anticipate nor provide for any organizational changes in the parties.

Section 3. Purposes

This Agreement is established for the following purposes:

- a. To coordinate with Payson City to employ a part-time (20 hours per week, 52 weeks per year) Communities that Care (CTC) Coordinator and provide technical support to establish and maintain the CTC prevention model within the community.
- b. To provide funding to Payson City to employ a CTC coordinator as follows: Utah County will provide Payson City with fourteen thousand dollars (\$14,000.00) for

the CTC Coordinator position/costs and four thousand dollars (\$4,000.00) for coalition capacity building for the period of July 1, 2020 through June 30, 2021. Payson City will provide a yearly minimum match of ten thousand dollars (\$10,000.00) if approved by the annual Payson City Council budget process.

- c. To maintain and increase capacity of the Communities that Care system within Payson City and UCHD to work to ensure the CTC model is being implemented with fidelity through the five phases of CTC as referenced in this hyperlink:
<http://www.communitiesthatcare.net/>.
- d. To reduce youth problem behaviors as found in the Hawkins and Catalano Risk and Protective Factor Model.

Section 4. Manner of Financing.

This Interlocal Cooperation Agreement and the joint, cooperative actions contemplated herein shall not receive separate financing, nor shall a separate budget be required. Each party shall be responsible for its own obligations under this Interlocal Cooperation Agreement. The funds provided are primarily to be used for:

1. CTC coordinator position costs/salary.
2. Trainings associated with coalition coordinator and coalition members for approved travel costs.
3. Any additional prevention activities as described in the CTC model or community action plan pending approval from UCHD.

Section 5. Coalition Capacity Building Funding

The funds appropriated for coalition capacity building can be used for the following:

1. CTC coalition training costs directly related to benchmarks and action plans.
 - a. CTC module trainings
 - b. State CTC trainings
 - c. Food/mileage/supplies
2. Travel/Training, including but not limited to Utah Fall Substance Abuse Conference

and National Prevention Network Conference for coordinator and coalition members

a. Mileage, airfare, per diem, registration, lodging and transportation

3. Town hall/community education events

a. Advertising, food and recognition awards, coalition needs

4. Workgroup activities

a. Evaluation contract

b. Data collection

c. Meeting costs

5. Minor equipment under \$600.00

Section 6. Interlocal Requirements

1. CTC Coordinator will attend state/county CTC trainings as prioritized by UCHD and Coordinator.
2. Incorporate CTC benchmarks and phases as foundation of fidelity.
3. Complete and provide coalition agendas and minutes for all board and workgroup meetings.
4. Develop and use by-laws and organizational structure to direct coalition.
5. CTC Coordinator will complete underage compliance checks quarterly with law enforcement officers and follow documentation requirements of the GEARS system.
Coordinator will record all prevention services in the DUGS data system within seven days of service.
6. Billings and claims for covered services must be submitted by the **20th of each month**. Billings and claims received by the 20th will reflect requested reimbursements for the previous month. **Final year-end billings must be submitted on or before July 10th**. Billings and claims for final payments received after **July 10, 2021** will not be considered for payment.
7. A bi-annual narrative report (1 page) identifying completed benchmarks and current status of action plan due December 31, 2020.

Section 7. Property Used in Joint and Cooperative Undertaking.

There will be no real or personal property acquired, held, and used pursuant to this Interlocal Cooperation Agreement.

Section 8. Methods of Termination.

This Interlocal Cooperative Agreement shall automatically terminate at the end of its

term herein pursuant to the parameters of Section 1 of this Agreement. The parties to this Agreement may also withdraw from participation herein by giving at least thirty days' notice to each of the other party to this Agreement. Any notice of termination or notice of withdrawal shall be served upon each of the parties to this Agreement.

Section 9. Indemnification.

Both parties are governmental entities subject to the Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101, et seq., as amended. By entering into this Agreement, neither party waives by this Agreement any defenses or limits of liability available under the Governmental Immunity Act of Utah, or any other applicable federal, state, or common law. Nothing in this Agreement shall be construed as an assumption of any duty for the benefit of any third-party. Subject to, and without waiving any immunities under applicable federal, state, or common law, including those described above, each party shall assume and retain liability and responsibility for the claims, losses, damages, injuries, or other liabilities arising out of the acts, omissions, or negligence of its own officers, employees, agents, and contractors in an amount not to exceed the damage limits in Utah Code Ann., Section 63G-7-604, as amended.

Section 10. Filing of Interlocal Cooperation Agreement.

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

Section 11. Adoption Requirements.

This Interlocal Cooperation Agreement shall be (a) approved by the executive body or officer 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 12. Agreements.

This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by a resolution of the legislative 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. Severability.

If any term or provision of this Interlocal Cooperation Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Interlocal Cooperation 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 Interlocal Cooperation Agreement unenforceable.

Section 14. Governing Law.

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

Section 15. Committees.

The parties may establish from time to time such committees as shall be deemed appropriate and necessary.

Section 16. Headings.

Section headings are for convenience of reference only and shall not be considered any interpretation of the Interlocal Cooperation Agreement.

Section 17. Entire Agreement.

This Interlocal Cooperation Agreement contains the entire agreement of the parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by the parties to it.

Section 18. Execution by Counterparts.

This Interlocal Cooperation Agreement may be executed in counterparts. The original of each executed Agreement shall be filed with Utah County.

Section 19. Sub-recipient Requirements.

By virtue of terms and conditions of the Federal Substance Abuse Prevention and Treatment block grant that funds the services purchased through this Agreement, Payson City becomes a sub-recipient of the federal grant.

CFDA #: 93.959

As Payson City is a Sub-recipient of the grant monies, and as such, shall have no authorization, express or implied, to bind Utah County or UCHD to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the County or UCHD, except as herein expressly set forth. The Sub-recipient shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the County for these contract services. Persons employed by the County and acting under the direction of the County shall not be deemed to be employees or agents of Payson City.

- a) All Payson City records with respect to any matters covered by this Agreement shall be made available to the County, DSAMH and the Comptroller General of the United States or any of their authorized representatives

- b) Failure of the Payson city to comply with the above requirements will constitute a violation of this Agreement and may result in the withholding of future payments.
- c) In accordance with OMB Circular A-133, *Audits of State, Local Governments and Non-Profit Organizations*, state and local governments or non-profit organizations that expend \$500,000 or more in total federal financial assistance (from all sources) in the recipient's fiscal year shall have a Single Audit completed.
- d) All Sub-recipient's, regardless of Single Audit eligibility, will make all pertinent financial records available for review, monitoring or audit, in a timely manner to appropriate officials of the federal granting agency, Utah County, any pass-thru entity and/or the General Accounting Office

Nothing contained in this Agreement is intended to, nor shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The County and program administrator shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-recipient is an independent contractor.

[Signatures on following page]

WITNESS WHEREOF, the parties have signed and executed this Interlocal Cooperation Agreement on the dates listed below:

Utah County Authorized by Resolution No. 2021-228, authorized and passed on the 17th day of March 2021.

Payson City Authorized by Resolution No. _____, authorized and passed on the _____ day of _____ 202_.

APPROVED AND ADOPTED this 17th day of March 2021.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

DocuSigned by:
By: William C. Lee 3/18/2021
William C. Lee Chairman Date

ATTEST:
AMELIA POWERS
Utah County Clerk/Auditor

PAYSON CITY

DocuSigned by:
By: Alice Black 3/18/2021
2037075081C74DB... Deputy Date

By: _____
Mayor Date

APPROVED AS TO FORM:
DAVID LEAVITT ATTEST:
Utah County Attorney

DocuSigned by:
By: [Signature] 3/18/2021
Deputy County Attorney Date

By: _____
Payson City Recorder Date

APPROVED AS TO FORM:

By: _____
Payson City Attorney Date