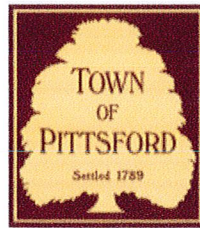


SUPERVISOR
William A. Smith, Jr.



COUNCIL MEMBERS
Kate Bohne Munzinger, Deputy Supervisor
Kevin Beckford
Cathy Koshykar
Stephanie Townsend

Monday, December 7, 2020 – 8:00 am
Special Meeting of Town Board
by Online Video with Public Access

Call to Order

Pledge of Allegiance

Financial

Public Comment

Approval of Agreement with Monroe County for CARES Act Funding

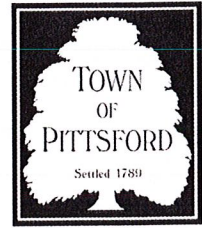
Adjournment

Zoom link for Public Viewing

<https://townofpittsford.zoom.us/j/85385265580?pwd=MHVON1A0bENTY0tYNWs4TXFzTWRLZz09>

Meeting ID: 853 8526 5580

MEMORANDUM



To: Pittsford Town Board

From: Brian Luke

Date: December 4, 2020

Regarding: CARES Act Intermunicipal Agreement

For Meeting On: December 7, 2020

As a result of the COVID-19 pandemic, the Town of Pittsford has incurred many COVID related expenses. The Town of Pittsford has applied for CARES Act funding through Monroe County. An Intermunicipal Agreement between the Town of Pittsford and Monroe County will allow for distribution of these funds. I recommend the following resolution.

Be it resolved, that the Town of Pittsford enter into an Intermunicipal Agreement with Monroe County to allow for the receipt of COVID-19 CARES Act funding.

At a Special Meeting of the Town Board
of the Town of Pittsford, New York, held
by electronic conference as permitted by law,
on the 7th day of December, 2020

PRESENT:

William A. Smith, Jr., Supervisor
Katherine Bohne Munzinger, Deputy Supervisor
Kevin S. Beckford, Councilmember
Cathleen A. Koshykar, Councilmember
Stephanie M. Townsend, Councilmember

ABSENT: NONE

TOWN BOARD
TOWN OF PITTSFORD

STATE OF NEW YORK
COUNTY OF MONROE

In the Matter of an Intermunicipal Agreement for
The Distribution of Funds under the CARES Act

APPROVAL RESOLUTION

WHEREAS, this Board has received a proposed written Intermunicipal Agreement between the Town and the County of Monroe for the distribution of funds under the federal Coronavirus Aid, Relief and Economic Security ("CARES") Act; and

WHEREAS, this Board, having reviewed the terms, condition and provisions of such Agreement, and finding it to be reasonable, appropriate and in the best interests of the Town;

NOW, ON MOTION duly made and seconded, it is

RESOLVED, that the proposed "Intermunicipal Agreement", for the distribution of CARES funds from the County to the Town, is hereby approved, and the Town Supervisor is hereby authorized to sign such Agreement.

Said matter having been put to a vote, the following votes were recorded:

William A. Smith, Jr.	VOTING
Katherine Bohne Munzinger	VOTING
Kevin S. Beckford	VOTING
Cathleen A. Koshykar	VOTING
Stephanie M. Townsend	VOTING

The Resolution was thereupon declared duly adopted.

Dated: December 7, 2020.

TOWN CLERK CERTIFICATION

I, Linda M. Dillon, Town Clerk of the Town of Pittsford, New York, DO HEREBY CERTIFY that I have compared a copy of the Resolution as herein specified with the original in the minutes of the meeting of the Town Board of the Town of Pittsford, and that the same is a correct transcript thereof and the whole of the said original.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of December, 2020.

Linda M. Dillon, Pittsford Town Clerk

Intermunicipal Agreement for CARES Act Distribution

This Intermunicipal Agreement (“Agreement”) is by and between the County of Monroe, a municipal corporation organized under the laws of the State of New York with offices at 39 West Main Street, Rochester, NY 14614 (the “County”) and the Town of Pittsford, a municipal corporation organized under the laws of the State of New York with offices at 11 South Main Street, Pittsford, New York 14534 (the “Local Government”). The County and the Local Government shall be referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, the Coronavirus Aid, Relief, and Economic Security (“CARES”) Act was passed by Congress and signed into law on March 27, 2020, and provides economic relief to the American people from the public health and economic impacts of COVID-19;

WHEREAS, through the Coronavirus Relief Fund, the CARES Act provides for payments to state, local, and tribal governments navigating the impact of the COVID-19 outbreak;

WHEREAS, the CARES Act provides that the U.S. Treasury Department was to make payments from the Coronavirus Relief Fund to states and eligible units of local government, the District of Columbia, U.S. territories, and tribal governments, based on population calculations provided in the CARES Act;

WHEREAS, the County is an eligible unit of local government under the CARES Act and has received an allocation of Coronavirus Relief Funds;

WHEREAS, the CARES Act requires that Coronavirus Relief Funds may be used only to cover those costs of local government that: a) are necessary expenditures incurred due to the public health emergency with respect to COVID-19; b) were not accounted for in the budget most recently approved as of March 27, 2020 for the local government; and c) were incurred during the period that began on March 1, 2020 and ends on December 30, 2020;

WHEREAS, the County desires to distribute a portion of its allocation of Coronavirus Relief Funds to the Local Government in order to effectuate the purpose and intent of the CARES Act and to assist the Local Government in mitigating the impacts of the COVID-19 emergency, and the Parties desire to enter to this Agreement in order to set forth the terms and conditions pertaining to such distribution;

WHEREAS, the County is duly authorized to enter into the Agreement pursuant to Resolution 188 of 2020 of the Monroe County Legislature adopted on June 9, 2020 and approved by County Executive Adam J. Bello on June 16, 2020; and

WHEREAS, the Local Government is duly authorized to enter into the Agreement pursuant to action taken by its legislative body, a copy of such authorization the Local Government shall provide to the County herewith.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises herein contained, the County and Local Government agree as follows:

1. Coronavirus Relief Funds Available to Local Government. The County will make available for reimbursement to the Local Government, a portion of the County's allocation of Coronavirus Relief Funds ("Coronavirus Relief Funds" or "Funds") in an amount not to exceed Eighty Four Thousand Two Hundred Eleven and 42/100 Dollars (\$84,211.42) plus any additional funds the County makes available at the County's sole discretion (the "Distribution Amount").

2. Local Government Request for Reimbursement. The Local Government has made a request to the County for reimbursement of certain expenditures incurred due to the public health emergency. The Local Government acknowledges and agrees that the costs and expenses submitted will only be submitted for reimbursement pursuant to this Agreement and shall not be submitted for reimbursement, or paid with funds from any other federal or state government program, such as FEMA, or another aid program.

A. Certification. The Local Government hereby certifies that all requests for Funds are for Local Government expenses that are subject to reimbursement under the CARES Act ("Eligible Expenses"). "Eligible Expenses" are defined as those expenses that:

- 1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 ("COVID-19");
- 2) were not accounted for in its budget most recently approved as of March 27, 2020, for the Local Government; and
- 3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

B. Documentation. The Local Government shall provide the dates of expenditure, amounts, vendors, description of expenses, an explanation that such expenditures constitute Eligible Expenses, and such other information proving/verifying its expenditures as Eligible Expenses under the CARES Act ("Required Documentation").

C. County Review and Acceptance. The County shall review the Local Government's reimbursement request. The County shall only accept and reimburse requests that provide adequate documentation, and only for what the County determines, at its sole discretion, are Eligible Expenses. The County may contact the Local Government to discuss the documentation and nature of the expenses included in the request for reimbursement. In the event the County does not accept, in whole or in part, the Local Government's request for reimbursement, the County shall provide a written response documenting the basis for the County's determination. The Local Government may resubmit a corrected or augmented request for reimbursement and any necessary additional supporting documentation within ten (10) days of receiving notice of the County's written determination, and the County will then further review the request and any additional supporting documentation and rationale submitted by the Local Government; except that no request may be submitted or re-submitted by the Local Government later than November

20, 2020 unless written permission from the County's Chief Financial Officer to submit or re-submit a request after this date has been obtained.

D. Federal Review. The Local Government acknowledges and understands that the U.S. Treasury is the authorizing agency and the County is using its best efforts to determine Eligible Expenses. Any reimbursement request accepted and paid, in whole or in part, by the County, is subject to federal review and has the potential to be subsequently disallowed. As such, any acceptance by the County of the Local Government's request to reimburse and subsequent payment shall not be construed to operate as a waiver of the Local Government's obligation to comply with the CARES Act, this Agreement, and any other laws, regulations or rules and shall not operate as a waiver or estoppel of the Local Government's obligation to return to the County any Funds distributed to the Local Government that are subsequently found to not have been used or reimbursed for Eligible Expenses or the use of which was found to be otherwise unlawful.

E. Distribution. The County shall disburse funds directly to the Local Government via electronic funds transfer. The County shall use its best efforts to distribute Funds to the Local Government within ten (10) days of latter of: the Agreement's complete execution by the Parties or the County's review and acceptance of the Required Documents.

F. Consultation. The Local Government is encouraged to consult with its attorney with any questions regarding whether proposed expenses are Eligible Expenses prior to incurring or otherwise committing to such expenses. The Local Government shall not enter into any sub-grant arrangements or agreements with third parties for the use of Eligible Expenses without first obtaining the prior written consent of the County.

G. Disputes/Release. The Local Government understands that the County is obligated to incur any costs to be charged to its allocation of Coronavirus Relief Funds no later than December 30, 2020, and that any unexpended Funds as of that date must be returned to the U.S. Treasury Department. The Local Government hereby waives, relinquishes and forever releases any and all claims or actions for damages, injunctive relief, and any other relief of any kind whatsoever, that it has or may have now or in the future, against the County, its elected and appointed officials, employees and agents, to obtain reimbursement of Funds and/or expenses related to COVID-19, or to obtain damages for the County's failure to pay Funds to the Local Government.

3. Return of Funds. To the extent any reimbursement paid to the Local Government under this Agreement is not actually expended, or any costs and expenses are subsequently refunded to the Local Government, the Local Government agrees that it shall return any Funds to the County that are unused or refunded by December 18, 2020.

4. Expenditures and Accounting.

A. The CARES Act imposes expenditure and accounting obligations upon local governments receiving Coronavirus Relief Funds. The Local Government acknowledges and agrees to be solely responsible for ensuring that it procures, spends, documents, and accounts for

its portion of the Distribution Amount received from the County in strict compliance with the CARES Act requirements and this Agreement, and any other applicable laws, regulations and rules, formal guidance from the U.S. Treasury Department, and the OMB Uniform Guidance for Federal Awards (2 CFR § 200). Because the CARES Act is recent legislation, the Parties anticipate that additional federal legislation, rules, regulations, and guidance from the U.S. Treasury Department may be promulgated regarding the expenditure and accounting requirements. The Local Government agrees to familiarize itself with, and shall adhere to, all current and subsequent legislation, rules, regulations, and guidance from the U.S. Treasury Department.

B. The Local Government shall maintain complete records documenting its use of Funds under this Agreement. Records are to include relevant financial information such as bids, proposals, contracts, invoices, vouchers, receipts, payroll and time records as well as administrative records documenting the Local Government's determination that such expenditures are Eligible Expenses under the CARES Act. The Local Government shall provide the County, as well as the U.S. Treasury Department and the Office of Inspector General ("OIG"), full access to these records so that compliance with the CARES Act and other applicable laws and regulations can be monitored, audited, and confirmed. The County will monitor the use of Funds distributed to the Local Government through reporting, site visits, regular contact, or other means to provide reasonable assurance of compliance with laws, regulations, and the provisions of the CARES Act. All records pertaining to the use of Funds under this Agreement shall be maintained by the Local Government for a period of at least seven (7) years from December 30, 2020.

C. The Parties anticipate that the OIG will audit the use of Coronavirus Relief Funds beginning in January 2021, or thereafter. In anticipation of the upcoming audit, the Local Government agrees to provide to the County any additional documentation required to respond to such audit.

D. If the federal government imposes additional documentation requirements on the County, the Local Government agrees to timely provide to the County all information and documentation necessary for the County's compliance with such requirements as related to the Distribution Amount.

E. None of the reporting requirements herein is intended to shift to the County the responsibility of the Local Government for ensuring that each dollar of its requests for reimbursement or advances was spent in compliance with the CARES Act and this Agreement. The County assumes no responsibility for oversight or management of the Local Government's spending and requires the above reporting to ensure the County has sufficient documentation for any OIG audit. In the event the OIG, U.S. Treasury Department, or any other federal agency/division determines that the Local Government spent any portion of its Distribution Amount on or was reimbursed by the County for any ineligible expenses, or that the expenditure or use of Funds was otherwise unlawful, the Local Government acknowledges and agrees that it is solely responsible for any required recoupment/repayment of those Funds and shall return such Funds to the County upon the County's request.

5. Audit. In the event of an audit or other investigation or review by the U.S. Treasury Department, or other authorized governmental entity, of the use of any Coronavirus Relief Funds provided by the County to the Local Government, the Local Government shall, at its own costs, provide documentation and defend the Local Government's use of the Funds. The Local Government agrees to provide the County, upon request, a copy of any audit reports pertaining to its use of Funds under this Agreement. In the event that the U.S. Treasury or other authorized governmental entity finds that the Local Government's use of Funds was not authorized by the CARES Act or this Agreement, or that the Local Government received reimbursement of Funds from the County to cover expenditures that are not Eligible Expenses or was otherwise in violation of the CARES Act, or was otherwise unlawful, the Local Government acknowledges and agrees that it shall be solely responsible for paying/refunding/reimbursing the amount of such Funds to the County, along with any interest and costs assessed by the federal government on such amount. The County shall then pay the amount of such Funds, and interest and costs, received from the Local Government to the U.S. Treasury or other federal agency/division. The Local Government further acknowledges and agrees that, if the expenditure of Federal awards by the Local Government meets or exceeds \$750,000 during the fiscal year 2020, it shall perform audits as required by the OMB Uniform Guidance per §200.501.

6. Representatives. The County's primary contact for matters pertaining to this Agreement shall be Robert Franklin, Chief Financial Officer. The Local Government's primary contact for matters pertaining to this Agreement shall be Brian Luke, Finance Director.

7. Compliance with Laws. The Local Government shall comply with the CARES Act and any other applicable federal, state, and local laws, regulations and rules.

8. Indemnification. To the extent permitted by law, the Local Government shall indemnify the County and its elected and appointed officials, officers, employees, and agents from and against any and all losses, damages, liabilities, claims, suits, actions, or awards, including costs, expenses, and attorney's fees, incurred or occasioned as a result of the acts or omissions of the Local Government, or its elected officials, employees, agents, or subcontractors arising out of or in any way connected with their performance or receipt of Funds under this Agreement. The Local Government's obligation to indemnify pursuant to this paragraph shall survive the termination of this Agreement.

9. Hold Harmless. The Local Government agrees that in the event the Local Government (or anyone acting on its behalf) fails to perform the terms of the Agreement or is found to use any Funds received on ineligible expenses, or found to have been reimbursed for ineligible expenses, under the CARES Act and/or other applicable law, the Local Government agrees to hold the County harmless for any damages suffered as a result thereof. The Local Government also agrees to pay any actions, claims, lawsuits, damages, charges, or judgments whatsoever that arise out of the Local Government's performance or nonperformance under this Agreement.

10. Effective Date. This Agreement shall be effective upon its execution by the Parties hereto.

11. Compliance with Laws. In connection with the services to be performed under this Agreement, the County and the Local Government and each of its agents and employees shall comply with all federal, state and local laws, resolutions, ordinances, codes, rules and regulations applicable to the services to be rendered hereunder.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes any and all prior proposals, negotiations and agreements, whether written or oral. Any modification or amendment to this Agreement shall be void unless in a writing executed by the parties hereto.

13. Applicable Law. This Agreement shall be governed by and under the laws of the State of New York. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the county of Monroe, New York.

14. Executive Law. The County and Local Government agree that in carrying out its activities under the terms of the Agreement that they shall not discriminate against any person due to such person's age, marital status, disability, genetic predisposition or carrier status, race, color, creed, sexual orientation, sex or national origin, and that at all times they will abide by the applicable provisions of the Human Rights Law of the State of New York as set forth in Section 290-301 of the Executive Law of the State of New York.

15. Miscellaneous Provisions.

A. Waiver. No provision or right under this Agreement shall be waived by either Party except by written agreement of the Parties hereto.

B. Successors and Assigns. Except as herein otherwise provided, this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

C. No Third-Party Beneficiaries. It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating thereto shall be strictly reserved to the County and the Local Government. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person.

D. Severability. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the Parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a provision that will achieve the original intent of the Parties hereunder.

E. Notices. Notices to be provided under this Agreement shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the addresses set forth herein:

County: Chief Financial Officer
County of Monroe
Room 402, County Office Building
39 West Main Street
Rochester, New York 14614

and

Monroe County Attorney
Room 307, County Office Building
39 West Main Street
Rochester, New York 14614

Local Government: Town of Pittsford
William A. Smith, Jr., Town Supervisor
11 South Main Street
Pittsford, New York 14534

F. Modifications. This Agreement may be amended, modified, or changed, in whole or in part, only by written agreement duly authorized and executed by the County and the authorized signatories for the Local Government.

G. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Electronic or facsimile delivery of a fully executed copy of the signature pages below shall constitute an effective and binding execution of this Agreement.

H. Authorization. The Parties hereto stipulate and represent that all procedures necessary to authorize the execution of this Agreement have been performed and that the persons signing for each Party have been authorized to do so.

MONROE COUNTY

BY: _____
Adam J. Bello
County Executive

TOWN OF PITTSFORD

BY: _____
William A. Smith, Jr.
Town Supervisor

State of New York)
County of Monroe) ss:

On the ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Adam J. Bello, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as County Executive, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

State of New York)
County of Monroe) ss:

On the ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that the individual executed the same in his/her official capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public