

SUBRECIPIENT AGREEMENT FOR
AMERICAN RESCUE PLAN ACT SLFRF FUNDS

Youth Impact's Opportunity Center

This Subrecipient Agreement ("Agreement") is entered into by and between the County of Weber, Utah (the "County") and Youth Impacts (the "Subrecipient"), individually referred to as "Party" and jointly referred to as "Parties." The purpose of this Agreement is to provide funding to the Subrecipient from funds provided to the County by the Department of Treasury ("Treasury") pursuant to Sections 602 and 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (Mar. 11, 2021) ("ARPA"), which authorized the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") to enable the Subrecipient to carry out specific eligible activities on behalf of the County; and

WHEREAS, the County has received SLFRF funds from Treasury under ARPA; and

WHEREAS, the County is authorized by ARPA to disburse all or a portion of its SLFRF funds to Subrecipients, which carry out eligible uses on behalf of the County; and

WHEREAS, the Subrecipient has applied to the County for an eligible use of SLFRF funds; and

WHEREAS, based on the Subrecipient's application for SLFRF funds in the form attached hereto as **Exhibit A**, the County has determined that the Subrecipient's Project is an eligible use of SLFRF funds under ARPA and the Final Rule; and

WHEREAS, the County has awarded the Subrecipient SLFRF funds in the amount of \$100,000 (the "Award"), subject to the County and the Subrecipient entering into this Agreement with respect to the use of said funds.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the County and the Subrecipient agree as follows:

1. SCOPE OF PROJECT; ELIGIBLE USE OF AWARD FUNDS

- A.** The County shall pay the Subrecipient the Award to cover necessary expenses related to the activities specifically described in the Subrecipient's application (the "Project"). If there is a conflict between the terms and provisions in the Subrecipient's application and this Agreement, the terms of this Agreement shall govern.
- B.** The Subrecipient shall only use the Award to cover expenses that are necessary for the completion of the Project and are eligible under ARPA, The Final Rule, and this Agreement. The Subrecipient shall not use any portion of the Award to pay for any administrative costs of the Project.
- C.** The Subrecipient may make revisions to the scope of the Project with approval from the Weber County Commission, where such revisions to the Project do not materially alter the Project or cause the use of the Award for the revised Project to

constitute an ineligible use of SLFRF funds or constitute a change in the category of eligible use of SLFRF funds under the Rule. In no event shall a revision to the scope of the Project entitle the Subrecipient to an additional allocation of SLFRF funds by the County unless Subrecipient makes a request to the County for additional funds. The Weber County Commission, in its sole discretion, may approve and authorize additional SLFRF funds for the Project. However, no such additional allocation is guaranteed. For illustration purposes only, a revision to a Project may include a change in the design, implementation, or construction means and methods that results in the ability to make additional improvements to the Project or serve more properties or individuals. Revisions to the scope of the Project that reduce the extent of the improvements to be made or properties or individuals to be served should be avoided unless necessary to keep the Project within the Subrecipient's budget for the Project and/or the Award to Subrecipient set forth in this Agreement.

- D. Once the Project is completed, all costs for the management, operation, maintenance, and repair and replacement of the Project (as applicable) shall be the sole responsibility of the Subrecipient. The County shall have no liability, financial or otherwise, with respect to the management, operation, maintenance, repair or replacement of the Project.

2. TERM OF AGREEMENT

The term of this Agreement begins on the date this Agreement is fully executed by the Parties and ends on December 31, 2026. Notwithstanding other provisions of this Agreement, this Agreement will remain in effect until the County determines that the Subrecipient has completed all applicable administrative actions, reporting requirements, and all Project work required by and set forth in this Agreement. Should Subrecipient require additional time for auditing of or reporting for the Project in accordance with ARPA and the Final Rule, this Agreement shall be deemed automatically extended until said audit and reporting is completed.

3. PAYMENTS

- A. *Reimbursement Payment.* The County shall pay the Award to Subrecipient on a reimbursement basis. The Subrecipient shall submit reimbursement requests to the County Comptroller no later than 15 days after the end of each calendar quarter for the duration of the Project. Such requests shall be in a form acceptable to the County and include, where applicable for construction projects, certification by the Subrecipient's engineer that the amounts are eligible Project costs. The Subrecipient may not request reimbursements under this Agreement for work that has not been completed.
- B. *Advance Payment.* The County, in its discretion, may elect to pay the Subrecipient in advance for its allowable costs for the Project identified by this Agreement upon the presentation of all forms and documents as may be required by the County. Advance payments must be limited to the minimum amounts needed and timed to be in accordance with the Subrecipient's actual, immediate cash requirements in carrying

out and completing the work of the Project.

- C. *Withholding or Cancellation of Funds.* The County reserves the right to withhold payments until Subrecipient timely delivers reimbursement requests or documents as may be required under this Agreement. Upon completion of the Project, the County may cancel payment of any portion of the Award that the County determines to be surplus. The County shall be relieved of any obligation for payments if funds allocated to the County cease to be available for any cause other than misfeasance of the County itself.
- D. *Where Payments Are Made.* Payments shall be made by check or electronic deposit into Subrecipient's bank account, according to a process established by the County.
- E. *Recoupment.* The Award is subject to recoupment by Treasury and/or the County for the Subrecipient's failure to use the funds for the Project in strict accordance with ARPA, the Final Rule, and this Agreement.

4. OBLIGATION AND EXPENDITURE TIMING REQUIREMENTS; REPORTING REQUIREMENTS

- A. *Timing Requirements.* Subrecipient may use Award funds to cover eligible costs incurred from March 3, 2021 to June 30, 2026, as long as the obligations are incurred by June 30, 2024 and liquidated by June 30, 2026.
- B. *Reporting Requirements.* The Subrecipient shall submit such reports and adhere to all conditions and obligations as are required by the County including, but not limited to, the SLFRF Reporting Requirements attached to this Agreement as **Exhibit B**. Such reporting requirements shall extend beyond the term of this Agreement. The County reserves the right to inspect, at any time, the Subrecipient's records that are related to the Project and/or Subrecipient's performance of this Agreement. Notwithstanding any record retention policies, Subrecipient shall maintain all documentation associated with the Project for the period required by State law or Federal law or seven (7) years, whichever is greater.

5. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

In addition to the requirements set forth in ARPA and the Final Rule, use of the Award may be subject to various other Federal, State, and Local laws including, but not limited to, the American Rescue Plan Act. Subrecipient shall comply with all applicable Federal, State, and Local laws and regulations with respect to its receipt and use of the Award pursuant to this Agreement.

6. RETURN OF FUNDS; RECOUPMENT

- A. Subrecipient shall return any Award funds not obligated by June 30, 2024 to the County. The Subrecipient must also return Award funds obligated by June 30, 2024

but not expended by June 30, 2026.

- B. If the County, the State of Utah, or Treasury determines that the Subrecipient's use of the Award does not comply with ARPA, the Final Rule, or this Agreement, the County shall provide the Subrecipient with an initial written notice of the amount subject to recoupment, along with an explanation of such amounts. Within 30 calendar days of receipt of such notice from Treasury or the County, the Subrecipient may submit to the County either (1) a request for reconsideration requesting the County seek a reconsideration of any amounts subject to recoupment under the Final Rule, or (2) written consent to the notice of recoupment.
- C. If the Subrecipient has not submitted a reconsideration request, or if the County denies the reconsideration request, the Subrecipient shall repay the amount subject to recoupment within 30 calendar days of the request for consideration deadline or the County's denial of the request.

7. FAILURE TO PERFORM

If Subrecipient fails to comply with any terms or conditions of this Agreement, or to provide in any manner the activities or other performance as agreed to herein, the County reserves the right to:

- A. withhold all or any part of payment pending correction of the deficiency; or
- B. suspend all or part of this Agreement.

Further, any failure to perform as required pursuant to this Agreement may subject the Subrecipient to recoupment as set forth under ARPA, SLFRF, and this Agreement. The option to withhold funds is in addition to, and not in lieu of, the County's right to terminate as provided in Section 8 below. The County may also consider performance under this Agreement when considering future awards.

8. TERMINATION

- A. *Termination for Cause.* The County may terminate this Agreement for cause if the Subrecipient fails to comply with the terms and conditions of this Agreement and any of the following conditions exist:
 - i. The lack of compliance with the provisions of this Agreement is of such scope and nature that the County deems continuation of this Agreement to be substantially non-beneficial to the public interest;
 - ii. The Subrecipient has failed to take satisfactory corrective action as directed by the County or its authorized representative within the time specified by the same; or
 - iii. The Subrecipient has failed within the time specified by the County or its authorized representative to satisfactorily substantiate its compliance with the

terms and conditions of this Agreement.

The County shall initiate termination for cause by providing notice to the Subrecipient of its intent to terminate for cause, accompanied by a written justification for the termination. After receiving the notice of termination for cause, the Subrecipient shall have 15 calendar days to cure the cause for termination. If the Subrecipient has not cured the cause for termination within 15 days of receipt of the notice, the County may pursue such remedies as are available by law, including, but not limited to, the termination of this Agreement in whole or in part, and thereupon shall notify in writing the Subrecipient of the termination, the reasons for the termination, and the effective date of the termination. Upon termination, any outstanding Award funds held by the Subrecipient are subject to recoupment by the County in accordance with ARPA, the SLFRF program, and this Agreement. Any costs resulting from obligations incurred by the Subrecipient after termination of this Agreement are not allowable and will not be reimbursed by the County unless specifically authorized in writing by the County.

- B. *Termination for Convenience.* This Agreement may be terminated for convenience, in whole or in part, by written mutual agreement of the Parties.
- C. *Termination for Withdrawal, Reduction, or Limitation of Funding.* In the event funding is not received from the Federal Government, or is withdrawn, reduced, modified or limited in any way after the effective date of this Agreement and prior to its normal completion, the County may summarily terminate this Agreement as to the funds not received, reduced, modified, or limited, notwithstanding any other termination provision in this Agreement. If the level of funding is reduced to such an extent that the County deems that the continuation of the Project covered by this Agreement is no longer in the best interest of the public, the County may summarily terminate this Agreement in whole notwithstanding any other termination provisions in this Agreement. Termination under this Section shall be effective upon receipt of written notice by the Subrecipient or its representative.

9. CLOSE OUT

Upon termination of this Agreement, in whole or in part for any reason, including completion of the Project, the following provisions apply:

- A. Upon written request by the Subrecipient, the County will make or arrange for payment to the Subrecipient of allowable reimbursable costs not covered by previous payments.
- B. The Subrecipient shall submit within 30 calendar days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a Project audit by the County or its designee;
- C. Closeout of funds will not occur unless all requirements of this Agreement and Federal, State, and Local law are met and all outstanding issues with the Subrecipient have been resolved to the satisfaction of the County.

D. Any unused Award funds in Subrecipient's possession or control shall be immediately returned to the County.

10. INDEMNIFICATION

Any Award funds which are determined by the County or Treasury to be ineligible under ARPA shall be subject to recoupment. To the greatest extent permitted by law, the Subrecipient shall indemnify and hold harmless the County, its appointed and elected officials, and employees from any liability, loss, costs (including attorney fees), damage or expense, incurred because of actions, claims or lawsuits for damages resulting from misuse of Award funds by the Subrecipient, personal or bodily injury, including death, sustained or alleged to have been sustained by any person or persons and on account of damage to property, arising or alleged to have arisen out of the performance of this Agreement, whether or not such injuries to persons or damage to property is due to the negligence of Subrecipient, its subcontractors, agents, successors or assigns.

11. NOTICES

Any notices required to be given by the County or the Subrecipient shall be in writing and delivered to the following representatives for each party:

The County	Subrecipient
County of Weber Attn: County Comptroller 2380 Washington Blvd., Suite 320 Ogden, UT 84401 sparke@webercountyutah.gov	Youth Impact 2305 Grant Ave Ogden, UT 84401

12. RESERVATION OF RIGHTS

Failure to insist upon strict enforcement of any terms, covenants, or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of any right or power granted through this Agreement at any time be construed as a total and permanent waiver of such right or power.

13. FURTHER ASSURANCE

Each of the Parties shall 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.

Subrecipient shall, in good faith and to the greatest extent possible, complete the Project in accordance with the Subrecipient's proposed project timeline in the Subrecipient's application. Subrecipient acknowledges that time is of the essence, and Subrecipient shall exercise due diligence to complete the project in a timely manner.

14. ASSIGNMENT

The Subrecipient shall not assign any portion of the Award, nor responsibility for completion of the Project provided for by this Agreement, to any other party.

15. AMENDMENTS

This Agreement cannot be amended or modified except in writing, signed by both Parties.

16. VENUE AND CHOICE OF LAW

If either part to this Agreement initiates any legal or equitable action to enforce the terms of this Agreement, to declare the rights of the parties under this Agreement, or which relates to this Agreement in any manner, the County and Subrecipient agree that the proper venue for such action is the Utah Second Judicial District. This Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance.

17. SEVERABILITY

If any part of this Agreement is held by the courts to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part held to be invalid.

18. INTEGRATED DOCUMENT

This Agreement, together with all exhibits and attachments, which are incorporated by reference, constitute the entire agreement between the Parties. There are no other agreements, written or oral, that have not been fully set forth in the text of this Agreement.

19. 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.

20. HEADINGS

The section headings of this agreement are for the purposes of reference only and shall not limit or define the meaning thereof.

21. AUTHORITY TO SIGN

The persons executing this Agreement on behalf of the Subrecipient represent that one or both of them has the authority to execute this Agreement and to bind the Subrecipient to its terms.

**BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY**

By _____
Scott K. Jenkins, Chair

Date _____

ATTEST:

Weber County Clerk/Auditor

YOUTH IMPACTS

By Suzanne Miller

Date 7/3/2022

ATTEST:

Michelle Valdiviezo
Bookkeeper

EXHIBIT A: SUBRECIPIENT'S APPLICATION



Revised Combined
YI ARPA Application

Weber County ARPA Assistance Application

Please return the completed application, along with any related attachments to
ARPA@webercountyutah.gov by December 31, 2021.

Policy Statement	
The County's intention is to spend its first tranche of ARPA funds on infrastructure and other bricks and mortar projects that would not otherwise receive funding through existing sources. It is not intended to provide support for existing services or other ongoing programs at this time.	

Project Description	
Project Title:	Youth Impact's Opportunity Center
Project Location:	Youth Impact, 2305 Grant Ave, Ogden, UT 84401
Summary of Project:	
Youth Impact's request is an infrastructure project to renovate its facility (bricks and mortar) to accommodate a commercial teaching kitchen, family food pantry, and High-Tech Teen Center and to repair the critically damaged roof of its original building.	
Please attach any additional documents, letters of support, etc. to this application.	

Project Categories (select up to two options)			
	Housing and Homelessness	x	Economic Opportunities and Recovery
	Water and Sewer		Broadband
x	Public Health Impact		Other:

Project Impact
Please explain why you believe this project fits within the allowable uses of ARPA funds as described in the Treasury's Interim Final Rule? Please be specific when explaining your reasoning, including direct text citations and other references from Treasury guidelines that support the justification that this project is eligible. U.S. Treasury Interim Final Rule.
<p>Eligible Uses – (1) <i>Funds to facilitate access to resources that improve health outcomes, including services that connect residents with health care resources and public assistance programs and build healthier environments, such as Funding community health workers to help community members access health services and services to address the social determinants of health</i> (Page 6). Youth Impact's project provides the facility the infrastructure it needs to create a dedicated space for a food pantry and an area for its Community Outreach Coordinator to meet with families and connect them with the services they need to address the gaps in the social determinants of health they are facing due to the COVID pandemic.</p> <p>(2) <i>Assistance to Households. Assistance to households or populations facing negative economic impacts due to COVID-19 is also an eligible use. This includes Food assistance...internet access or digital literacy assistance</i> (Page 9). Youth Impact's project creates a dedicated space for a family food pantry. Its kitchen provides daily nutritional snacks and a hot dinner for its clients. Youth Impact partners with Comcast to offer its families weekday access to internet service and computers.</p> <p>(3) <i>Addressing Educational Disparities. As outlined above, school closures and the transition to remote education raised particular challenges for lower-income students, potentially exacerbating educational disparities, while increases in economic hardship among families could have long-lasting impacts on children's educational and economic prospects</i> (Page 11). Youth Impact's Teen Center</p>

provides a dedicated space for students ages 12-18 to receive educational support (including a credit recovery lab) and social-emotional/mental health (a private room for social workers and mental health services). It also provides employment training for teens.

(4) State, local, and Tribal governments are encouraged to use payments from the Fiscal Recovery Funds to respond to the direct and immediate needs of the pandemic and its negative economic impacts and, in particular, the needs of households and businesses that were disproportionately and negatively impacted by the public health emergency. As highlighted above, low-income communities and workers and people of color have faced more severe health and economic outcomes during the pandemic, with pre-existing social vulnerabilities like low-wage or insecure employment, concentrated neighborhoods with less economic opportunity, and pre-existing health disparities likely contributing to the magnified impact of the pandemic (Page 11). Youth Impact services primarily families of color with pre-existing social vulnerabilities such as being low-income, homeless, and/or lacking adequate health insurance. More than 50% of its clients are people of color, and 100% qualify for free/reduced lunch.

(5) Aid to Impacted Industries. Sections 602(c)(1)(A) and 603(c)(1)(A) recognize that certain industries, such as tourism, travel, and hospitality, were disproportionately and negatively impacted by the COVID-19 public health emergency (Page 10). Youth Impact's request creates a commercial teaching kitchen where its teens can learn employability skills to obtain immediate part-time employment in restaurants, which will help alleviate the shortage of workers in that impacted industry.

Will these ARPA funds be used for any ineligible uses as outlined by the U.S. Treasury, such as funding debt service, legal settlements or judgments, or deposits to rainy day funds or financial reserves?

No

Is the project located in a qualified census tract?

Yes

How will this project benefit those disproportionately affected by the COVID-19 pandemic and its negative impact on the economy?

This project impacts those disproportionately affected by the COVID-19 pandemic and its negative impact on the economy because the majority of Youth Impact's clients are people of color, a significant number of them are or have been homeless within the last 24 months (Youth Impact has a longtime partnership with the Lantern House), 100% of them qualify for free/reduced lunch, more approximately 45% live in single-parent households. The majority live in Census Tracts designated as being "distressed." Moreover, because Youth Impact serves youth ages 5-18, it addresses the educational disparities outlined in the Federal Register. Finally, a vast majority of our students attend schools in neighborhoods identified by the Utah Department of Workforce Services as being affected by intergenerational poverty and live in Census Tracts considered "distressed." According to the Federal Register, these areas of concentrated poverty have a "range of deleterious impacts, including additional burdens on families and reduced economic potential and social cohesion," and the current pandemic-induced recession can cause "long-term damage to economic prospects in neighborhoods of concentrated poverty."

Youth Impact's renovations will offer long-term assistance and solutions to these issues. It converts its small, out-of-date kitchen into a commercial teaching kitchen, provides dedicated space for teens for credit recovery, career-readiness experiences, and social-emotional skills training. It also designates space for a family food and clothing pantry and gives our Outreach Coordinator a place to meet with small groups and one-on-one with parents needing assistance.

What are the long-term benefits of this project?

Youth Impact's project addresses the educational disparities outlined in the Federal Register – "The negative economic impacts of COVID–19 also include significant impacts to children in disproportionately affected families and include impacts to education, health, and welfare, all of which contribute to long-term economic outcomes. Many low-income and minority students disproportionately served by remote or hybrid education during the pandemic lacked the resources to participate fully in remote schooling or live in households without adults available throughout the day to assist with online coursework."

Its year-round youth development program addresses "evidence-based educational services and practices to address the academic needs of students, including tutoring, summer, afterschool, and other extended learning and enrichment programs; and it follows evidence-based practices to address the social, emotional, and mental health needs of students." Creating a dedicated and appealing space for teens will afford them quality and age-appropriate tutoring, credit recovery opportunities, career-readiness experiences, and social-emotional learning. Providing them with an instructional kitchen will also increase their employability and healthy lifestyles. All of which alleviates the adverse long-term economic outcomes caused by remote learning.

It also promotes healthy childhood environments. According to the Federal Register, "Increases in economic hardship, material insecurity, and parental stress and behavioral health challenges all raise the risk of long-term harms to today's children due to the pandemic." Youth Impact's Opportunity Center addresses material insecurity by providing families with a food pantry/clothing closet and connecting families to the social services they need to reduce their stress and risk factors.

In what ways could this project be considered innovative?

Youth Impact's project is innovative because its staff developed the Family Opportunity Center in response to its clients' unprecedented needs during COVID. It hired a Community Outreach Coordinator to develop and implement a program to connect its families to the assistance they need (i.e., social services and public health programs) to mitigate the pandemic's negative health and economic impacts. It partners with local agencies, such as the Lantern House, Catholic Community Services, Department of Workforce Services, and the Weber-Morgan Health Department. It has offers COVID vaccine clinics, social services fairs, Thanksgiving dinner, and family sponsorships for Christmas. Its coordinator mentors individual families and connects them directly to the assistance they need during the pandemic in the post-pandemic recession.

How are you going to measure the intended benefits of this project?

Youth Impact will measure the benefits of this project using Mark Freidman's Results-based Accountability model by examining the following questions quarterly – How Much, How Well, and Is Anyone Better Off.

How Much – Youth Impact collects output data to include the number of youth and families served by the project and the dosage of those services (average daily attendance for youth, number of services provided for families, number of meals and snacks served, number of credits recovered by students, etc.)

How Well – Youth Impact collects outcome data using perception surveys, independent, third-party observations (Utah Afterschool Network staff), and self-reflection using the Utah Afterschool Quality Improvement Tool.

Is Anyone Better Off – Youth Impact collects outcome data on school attendance, graduation rates, credit recovery, etc., for its members.

Does this project require action based off of the National Environmental Policy Act?
No
Is the project on any local, regional or state plan?
Youth Impact historically receives programming funding from the Governor's Office of Economic Opportunity, Utah Department of Workforce Services, and the Utah State Board of Education.
Can this project be accomplished using existing funding sources or private funding? If yes, what other sources are available?
The complete project cannot be completed using existing or private funding exclusively. Youth Impact has raised cash and in-kind matching funds totaling more than \$325,000 from private funding. It needs this ARPA funding to complete the project in a timely manner to address current COVID pandemic recovery efforts.
Please list any additional ARPA or other state or local fiscal recovery funds you are requesting.
Youth Impact submitted a request for \$90,000 from Ogden City ARPA funding.

Project Timeline	
Anticipated start date:	March 1, 2022
Anticipated end date:	September 30, 2022
Please summarize the project timeline, including key milestones and when expenditures will be completed.	
March 1 - April 30, 2022 – Secure final bids, sign contracts, schedule contractors, and develop alternate meal prep and services delivery plan	
May 2022 – Relocate services to other parts of the building	
June-August – Tear-down and kitchen renovation	
September – Move food pantry and Teen Center to the new location	

Project Budget	
Amount Requested from County:	\$200,000
Total Project Costs:	\$629,671
Provide a breakout summary of the project costs:	
General Conditions	\$49,852
Sitework	\$6,286
Concrete	\$0
Masonry	\$0
Metals	\$0
Wood & Plastics	\$11,930
Thermal & Moisture	\$69,504
Doors & Windows	\$12,940
Finishes	\$55,700
Specialties	\$870
Equipment	\$100,000
Furnishings	\$25,000
Special Construction	\$66,000
Conveying Systems	\$0
Mechanical	\$91,000

Electrical	\$64,363
Miscellaneous Costs	\$64,227
Engineering	\$12,000
TOTAL	\$629,671

What are the other sources of funding for the project, including any matching funds?

\$240,000 third-party fundraising events (Brenda Gerena -- Casino Night)
 \$100,000 in-kind commercial-grade equipment
 \$25,000 in-kind from Contractors
 \$61,000 government and private foundation grant requests

If this project includes multiple local government entities, please describe each entity's matching amount.

We submitted a proposal to Ogden City for its ARPA funds but do not have a response as of this submission.

How will this project be fiscally sustained after these one-time stimulus funds are exhausted?

Youth Impact implements a diverse resource development plan that includes private and corporate foundations, government grants, fundraising events, and donor campaigns to sustain the cost of programming and maintenance post-stimulus funding. Brenda Gerena and Tony Stewart have pledged to continue hosting our annual Casino Night to raise funds earmarked for building maintenance and improvement.

Additional Questions – Answer the questions for each Project Category selected above

Housing and Homelessness

Is your project proximate to transit if located within a Metropolitan Planning Organization (MPO) boundary area?

N/A

Does your project serve individuals at 50% or below Area Median Income? (MDI)

N/A

Is your project's gross rent no greater than 30% of household income?

N/A

Does your project have a perpetual deed restriction to maintain affordability?

N/A

Does your project provide services to address homelessness such as supportive housing, or access to stable, affordable housing among unhoused individuals?

N/A

Water and Sewer

How is this project eligible under the EPA's Clean Water or Drinking Water State Revolving funds? Please be specific, using direct citations from the CWSRF or DWSRF.

Clean Water State Revolving Fund:

Drinking-Water State Revolving fund:

How does your project directly help to mitigate a public health issue?

N/A
How does your project support community resilience to water, drought, climate change, etc.?
N/A
Does your project provide a substantive water quality benefit?
N/A
Does your project preserve/ and or expand current water storage?
N/A
How does your project integrate land use and water planning?
N/A
Does your project address an existing or impending water supply need?
N/A
Will this project be completed in conjunction with a road project or any other infrastructure project?
N/A

Broadband
How does your project serve unserved/underserved areas as defined in the Treasury's Interim Final Rule?
N/A
Is your project located within an economically distressed area?
N/A
Does your project target last-mile gaps in network connection?
N/A
Describe the role of the private sector or other providers in relation to this project.
N/A
How does your project plan to address digital equity?
N/A
What are the planned upload / download speeds of the proposed project?
N/A
Will there be other entities or businesses involved with this project?
N/A

Public Health Impact

How does your project aid in mitigating COVID-19 cases, hospitalizations, deaths, and/or increased vaccination rates?

Youth Impact's Family Opportunity Center hosts COVID vaccine clinics.

How does your project address (a) physical or behavioral health issue(s) exacerbated by COVID-19?

Youth Impact's Family Opportunity Center provides its families with a Community Outreach Coordinator to connect families with services to address physical and behavioral health issues. It partners with Weber-Morgan Health Department to teach its youth and teens prevention classes.

Does your project address a COVID-19 need not funded elsewhere?

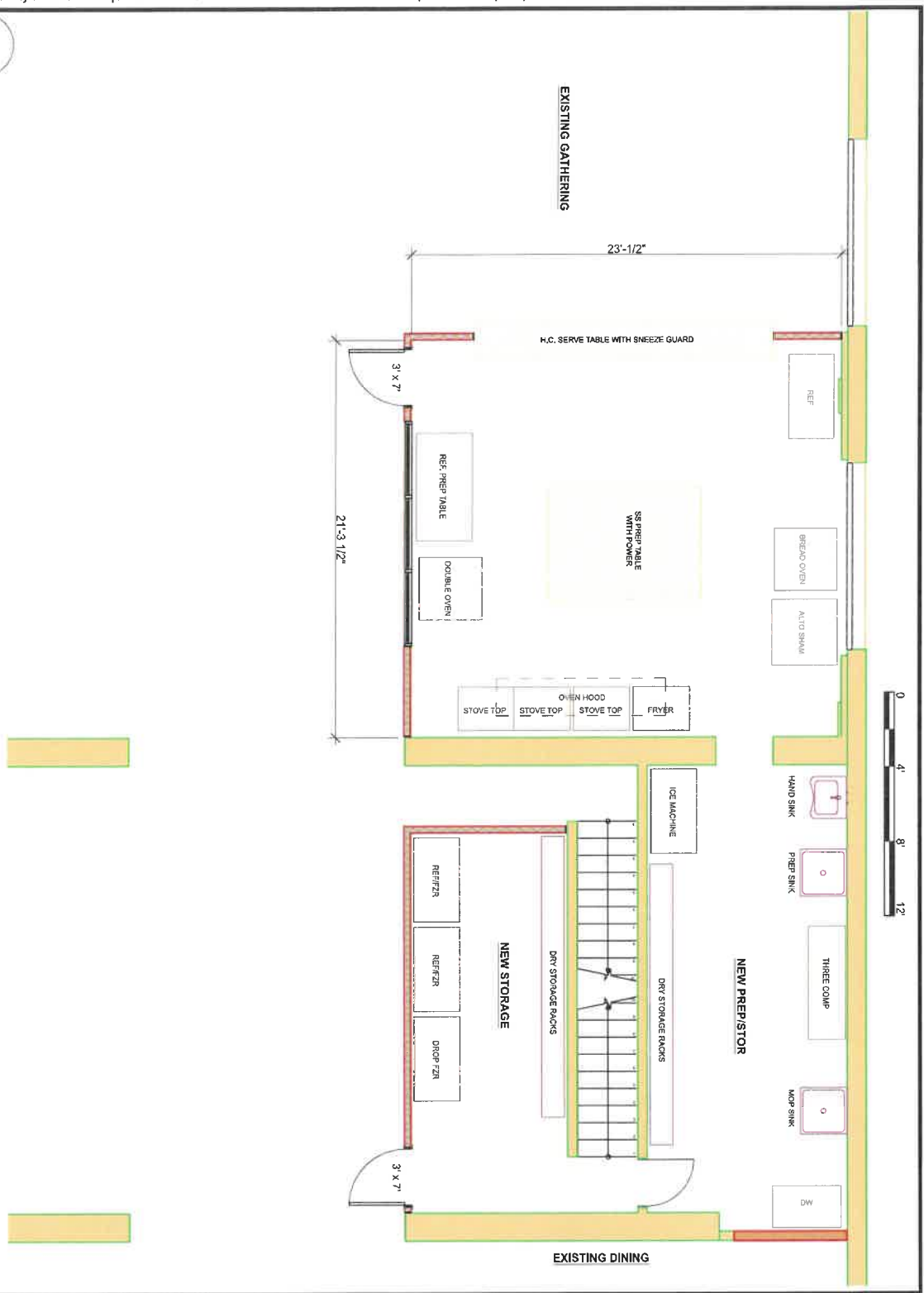
Youth Impact provides its youth and teens with Social-emotional health-building experiences and lessons.

Does your project target populations at higher risk of being impacted by COVID-19?

Yes, Youth Impact's project targets low-income families and people of color.

Economic Opportunities and Recovery	
What is the amount of time that your project will need to reach full impact?	The project will reach full impact in six to eight months.
What is the longevity of the impact of your project?	Youth Impact projects this project will have an impact of 25-30 years.
How does your project create economic stabilization?	Youth Impact's project creates economic stabilization because it provides its disproportionately affected, low-income families with childcare, addresses food and material insecurity, and connects them to services to alleviate the health and economic burdens caused by the pandemic. It addresses children's long-term economic outcomes by providing year-round academic and credit recovery support, social-emotional learning experiences and develops a job training program.
How does your project target areas of lowest recovery and highest impact?	<p>This project impacts those disproportionately affected by the COVID-19 pandemic and its negative impact on the economy because the majority of Youth Impact's clients are people of color, a significant number of them are or have been homeless within the last 24 months (Youth Impact has a longtime partnership with the Lantern House), 100% of them qualify for free/reduced lunch, more approximately 45% live in single-parent households. The majority live in Census Tracts designated as being "distressed." Youth Impact addresses the educational disparities outlined in the Federal Register because it serves many low-income and minority youth ages 5-18 lacking the resources to participate fully in remote schooling or live in households without adults available throughout the day to assist with online coursework.</p> <p>Finally, a vast majority of our students attend schools in neighborhoods identified by the Utah Department of Workforce Services as being affected by intergenerational poverty and live in Census Tracts considered "distressed." According to the Federal Register, these areas of concentrated poverty have a "range of deleterious impacts, including additional burdens on families and reduced economic potential and social cohesion," and the current pandemic-induced recession can cause "long-term damage to economic prospects in neighborhoods of concentrated poverty."</p>
Does your project aid with workforce engagement and/or retention?	Yes, the project aids with workforce engagement because it provides its teaching kitchen and career-readiness programs provide instruction and experiences for teens to enter the workforce. Specifically, the new kitchen offers food preparation, cleaning, and serving experiences teens can apply immediately to part-time jobs in the community. Its High-Tech Teen Center includes career exploration and experiences in STEM-related fields.
How does your project align with existing state or local economic development projects or programs?	Youth Impact's project aligns with the state's efforts to provide quality and affordable childcare for families and the Utah Department of Workforce Services TANF programs, including financial literacy, prevention, and job training.

1
A-1
KITCHEN SCHEMATIC
SCALE: 3/16" = 1'-0"



DATE: 2153
 PROJECT NO: 27 Dec 2021
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 BID SET

SHEET TITLE
 NEW KITCHEN PLAN

SHEET 3
 A-1
 OF 2

YOUTH IMPACT KITCHEN LAYOUT

2305 Grant Avenue,
 Ogden, Utah 84401

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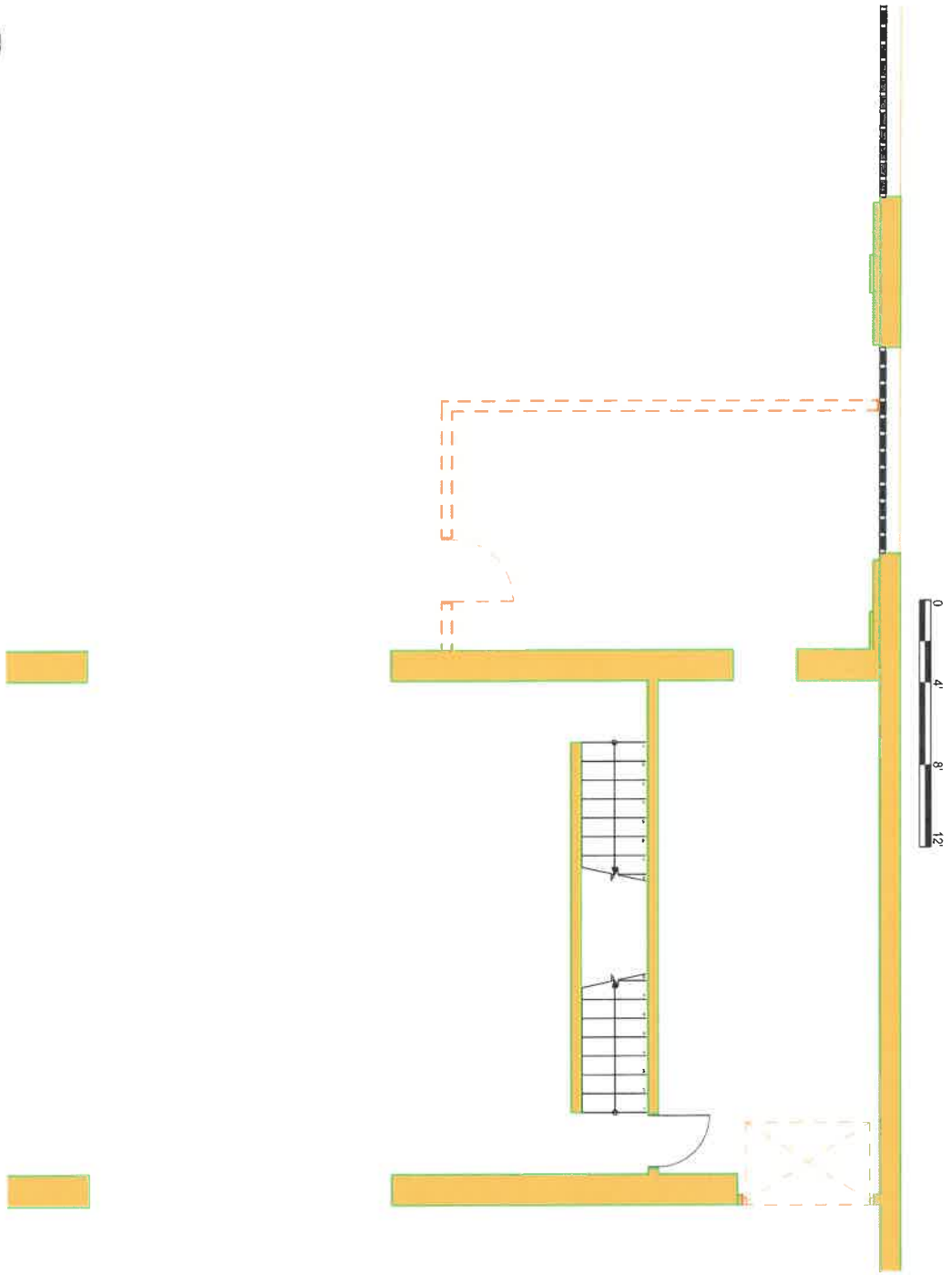


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 801-564-7200

1
D-1

Demo Main Floor
SCALE: 3/16" = 1'-0"



SHEET 2

D-1

OF 2

DEMOLITION PLAN

SHEET TITLE

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YOUTH IMPACT KITCHEN LAYOUT

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EXHIBIT B: SLFRF REPORTING REQUIREMENTS

A. Applicable Statutes, Rules, and Guidance

The statutes, rules, and regulations set forth in the Agreement apply with respect to the reporting obligations set forth herein. All terms used herein have the definitions set forth in the Agreement or, if not specified in the Agreement, as set forth in ARPA or the Final Rule. Additionally, Treasury's publication entitled the "Compliance and Reporting Guidance" ("Compliance Guidance")¹ and Treasury's "Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds" ("User Guide")² apply as noted herein. In addition, the Uniform Administrative Requirements for Federal Awards in 2 CFR Part 200 apply to the Award under this Agreement.

B. Important Concepts

i. Recipients, Subrecipients, Subawards, and Projects

The definition of "recipient" includes counties that receive a payment under section 602(b) or 603(b) of the Social Security Act. 31 CFR § 3. In this case and as set forth in the Agreement, the County is the recipient of SLFRF funds. A subrecipient includes any non-Federal entity that receives a subaward from a recipient to carry out part of a Federal program, in this case the SLFRF program. See 2 CFR § 200.93. Entities that receive a subaward from the County to carry out the SLFRF program are subrecipients, as defined in the Agreement. A "subaward" is an award of SLFRF funds provided to a subrecipient by a recipient to carry out the SLFRF program. "Projects" are defined as a group of closely related activities that are intended to meet a certain goal or directed toward a common purpose³ or "new or existing eligible government services or investments funded in whole or in part by SLFRF funding."⁴

ii. Eligible Costs Timeframe

Under this Agreement, the Subrecipient may use Award funds to cover eligible costs incurred from March 3, 2021 to June 30, 2026, as long as the obligations are incurred by June 30, 2024 and liquidated by June 30, 2026.

iii. Obligations

The Final Rule for SLFRF funds defines an obligation as "an order placed for property and services and entering into contracts, subawards, and similar transactions that require payment." 31 CFR § 35.3. The Project and Expenditure Report User Guide also includes contracts as obligations.⁵ Obligation is similarly defined as "orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period," in the Uniform Administrative Requirements for federal awards. 2

¹ United States Department of Treasury, Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds, November 15, 2021, <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

² United States Department of Treasury, Project and Expenditure Report User Guide, State and Local Fiscal Recovery Funds, January 24, 2022.

³ User Guide, p. 10

⁴ Compliance Guidance, p. 17

⁵ Project and Expenditure Report User Guide, State and Local Fiscal Recovery Funds, p. 12, <https://home.treasury.gov/system/files/136/Project-and-Expenditure-Report-User-Guide.pdf>

CFR § 200.1; 2 CFR § 200.71. For purposes of the Agreement, an obligation is incurred by Subrecipient when the Subrecipient enters into a contract with a contractor, service provider, or supplier with respect to and in furtherance of the Project; the Agreement between the Subrecipient and the County does not constitute an obligation for purposes of Subrecipient's compliance with the Rule.

iv. Expenditures

Reporting must be consistent with the definition of "expenditure" in 2 CFR Part 200. The Uniform Administrative Requirements for federal awards defines "expenditures" as "charges made by a non-Federal entity to a project or program for which a federal award was received." 2 CFR § 200.1; 2 CFR § 200.34. However, the definition does not clarify whether the "non-Federal entity" is the recipient or the subrecipient. According to the User Guide, an expenditure is "when the service has been rendered or the good has been delivered to the entity, and payment is due."⁶ This definition similarly does not clarify whether "the entity" is the recipient or the subrecipient. For a subrecipient, the service or goods would be delivered to the subrecipient, and then the subrecipient would ask the recipient for funds. Expenditures may be reported on a cash or accrual basis, but the methodology must be disclosed and consistently applied.⁷

For purposes of this Agreement and the Subrecipient's reporting obligations under this Agreement and Exhibit, the County will consider funds "obligated" when the Subrecipient incurs the obligation (enters into a contract with a contractor or supplier) and "expended" payment is due to a contractor or supplier under that contract and payment is made by the Subrecipient.

C. Required Information for Project and Expenditure Reports

Since the County is required to submit quarterly or annual Project and Expenditure reports (using the **Assistance Listing Number 21.027**), the Subrecipient is required to provide the County with the necessary information on the Subrecipient's Project in a timely manner so that the County can comply with its reporting obligations under ARPA and the Final Rule. The Subrecipient shall provide necessary information to the County within 15 days of the end of each quarter to facilitate the County's filing of such reports. The County will furnish Subrecipient with forms or links to submit information for the Project and Expenditure reports.

Subrecipients **must be** registered in SAM.gov and must provide identifying and demographic information (DUNS number, Unique Entity Identifier (UIE) number, or its Taxpayer Identification number (TIN), and location) to the County in order to receive ARPA funds.

III. Civil Rights Compliance

The Treasury will request information regarding Subrecipient's compliance with Title VI of the Civil Rights Act of 1964 on an annual basis. This may include a narrative describing the Subrecipient's compliance in addition to other questions or assurances.

⁶ Project and Expenditure Report User Guide, State and Local Fiscal Recovery Funds, p. 12, <https://home.treasury.gov/system/files/136/Project-and-Expenditure-Report-User-Guide.pdf>

⁷ Compliance Guideline, p 9