

**MEMORANDUM OF UNDERSTANDING
BETWEEN OGDEN CITY and WEBER COUNTY
FOR THE PURPOSE OF
DISTRIBUTING JAG GRANT FUNDS**

RECITALS

WHEREAS, Weber County, a body politic and political subdivision of the State of Utah, (hereinafter “Weber County”), Ogden City Corporation, a Utah municipal corporation, (hereinafter “Ogden City”), mutually desire to cooperate in applying and distributing grant proceeds described herein; and

WHEREAS, Ogden City intends to make a joint application for an Edward Byrne Memorial Justice Assistance Grant (“JAG”) offered by the Office of Justice Programs, U.S. Department of Justice, on behalf of Ogden City and Weber County;

WHEREAS, Weber County and Ogden City (hereinafter jointly “Participants”) anticipate a JAG joint application award amount of \$53,498 which amount the Participants intend to divide and distribute amongst themselves in the manner set forth in this Memorandum of Understanding; and

WHEREAS, the Participants have negotiated the terms of this Memorandum of Understanding and determined that this Memorandum is mutually beneficial to each Participant;

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the Participants hereto do hereby agree as follows:

**ARTICLE ONE
TERM**

1.01 This Memorandum of Understanding shall be effective for a term beginning October 1, 2019 and ending September 30, 2023.

ARTICLE TWO

APPLICATION AND DIVISION OF JAG PROCEEDS

2.01 Ogden City will: (a) make application for the JAG grant award on behalf of the Participants, (b) act as grant manager on behalf of the participants, and (c) distribute JAG grant proceeds to the participants in the manner set forth herein.

2.02 It is anticipated that the participants will be awarded a JAG joint application award amount of \$53,498.

2.03 The parties agree that Ogden City shall distribute the joint application award amount amongst the participants as follows:

2.03.1 Ogden City:

Ogden City shall receive a total of \$48,198 in JAG funds. Ogden City will use these funds for ballistic shields.

Weber County:

Weber County shall receive a total of \$5,300 in JAG funds. These funds will be used to support training on the “Virtra” 360-degree immersive scenario training platform.

2.03.2 All JAG funds distributed shall be expended by the Participants for the purposes described herein during the term of this Memorandum of Understanding.

2.04 In the event the Participants receive a JAG joint application award of a total or incremental amount equaling more or less than \$53,498, the JAG funds shall be distributed amongst the Participants on a pro-rata basis, in the same proportion and for the same purposes as described above.

ARTICLE THREE

MISCELLANEOUS

3.01 No Separate Entity. It is the intent of the Participants that this Memorandum of Understanding does not create a separate legal entity to provide for its administration. It shall be administered by the Executive of each of the Participants. Participants shall not jointly acquire, hold or dispose of real or personal property pursuant this Memorandum, except as specifically set forth herein.

3.02 Privileges and Immunity. All privileges and immunities which surround the activities of governmental officers and employees shall continue in full force and effect.

3.03 Amendment. This Memorandum of Understanding may be changed, modified or amended only by written agreement of the Participants, upon adoption of a resolution by each of the Participants when approved as to form by each respective entity’s attorney and upon meeting all other applicable requirements of law.

3.04 Effective Date. This Memorandum of Understanding shall become effective immediately upon the execution of an appropriate resolution, if required by law, approving this Memorandum by each of the Participants.

- 3.04.1 Governing Law.** This Memorandum of Understanding shall be governed by the laws of the State of Utah.
- 3.05 Entire Agreement.** This Memorandum of Understanding shall constitute the entire agreement between the Participants and any prior understanding or representation of any kind preceding the date of this Memorandum shall not be binding upon either participant except to the extent incorporated in this Memorandum.
- 3.06 Indemnification.** Each Participant to this Memorandum of Understanding agrees to hold harmless, defend and indemnify the other, for and against any negligent or wrongful acts committed by its officers, employees or agents in relation to this Memorandum.
- 3.07 No Third Party Beneficiaries.** The parties to this Memorandum of Understanding do not intend for any third party to obtain a right by virtue of this Memorandum.

Attachment A Monitoring Agreement

2020 JAG-H7482-UT-DJ

As the Grantee of federal Justice Assistance Awards Ogden City reserves the right to monitor and audit all sub grantees to include the Weber County Sheriff's Office.

- 1- The review will be conducted by the grant manager or grant fiscal manager from the Ogden City Corporation.
- 2- Monitoring will include initial review of all grant application documents, review of all requests for reimbursement of purchases and periodic on-site reviews.
- 3- At least one on-site review will be conducted during the operational program period of this grant award. The sub grantee will receive three weeks' notice prior to the on-site visit to accommodate document preparation.
- 4- All sub grantees agree to abide by the conditions detailed in the grant award from Office of Justice Programs Office of Civil Rights which will be provided to all sub grantees by Ogden City.
- 5- The on-site review may include
 - a. Inspection of products purchased with grant funds.
 - b. Inspection of files documenting the sub grantee's purchases with grant funds.
 - c. Inspection of facilities funded by the grant.
 - d. Inspection of invoices, purchase orders and receiving documents related to grant purchases.
 - e. Inspection of time sheets of any personnel funded by the grant.
 - f. A review of whether program goals are being met.
- 6- The findings of the review will be published in a report by the reviewer and made available to the sub grantee.
- 7- Any findings will be forwarded to the Department of Justice grant award manager immediately.

DATED this 11th day of August, 2020

OGDEN CITY

Michael P Caldwell

Michael P Caldwell (Aug 11, 2020 13:39 MDT)

Michael P. Caldwell, Mayor

Attest:

Tracy Hansen

Tracy Hansen, City Recorder Aug 11, 2020

APPROVED AS TO FORM:

Gary R Williams

Office of Ogden City Attorney



BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By: _____
_____, Chair

ATTEST:

Ricky Hatch, CPO
Weber County Clerk Auditor

APPROVED AS TO FORM:

Weber County Attorney's Office