

OLYMPIC AND PARALYMPIC VENUES GRANT FUND AGREEMENT

This Olympic and Paralympic Grant Fund Agreement (this “Agreement”) is made and entered into this ___day of April, 2025 by and between the State of Utah, Division of Facilities Construction and Management, an agency of the State of Utah (“DFCM”) and Weber County, a local government that is a body corporate and politic and a legal subdivision of the State of Utah (“Recipient”).

RECITALS

A. The Legislature of the State of Utah (“State”), in House Bill 3, Item 156, 2025, General Session (“H.B. 3”) provided:

The Legislature intends that the Division of Facilities Construction and Management pass through \$7.3 million from the Olympic and Paralympic Venues Grant Fund in FY 2025 for Olympic venue renovation projects as follows: \$3.8 million to Weber County for the Weber County Sports Complex.

B. The \$3,800,000 to be passed through to Recipient pursuant to H.B. 3 is referred to herein as the “Grant”.

C. The Grant is governed by Utah Code, Section 63G-28-302, *Olympic and Paralympic Venues Grant Fund* (the “Grant Statute”).

D. Recipient proposes to use the Grant funds for construction, improvements, and repairs of the Weber County Sports Complex (the “Venue”).

A G R E E M E N T

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, DFCM and Recipient agree as follows:

1. INCORPORATION OF RECITALS. The Recitals of this Agreement are incorporated in this Agreement.

2. AWARD. Upon receipt of the Grant funds by DFCM, DFCM agrees to provide the Grant funds in the amount of \$3,800,000 to the Recipient for the Venue consistent with H.B. 3, the Grant Statute, the requirements of this Agreement and the Recipient’s Application for Grant Award attached hereto as Exhibit A (“Grant Application”). In the event of a conflict between H.B. 3 or Grant Statute and this Agreement or the Grant Application, H.B. 3 or the Grant Statute, as applicable, shall control. In the event of a conflict between this Agreement and the Grant Application, this Agreement shall control.

3. RECIPIENT’S EXPENDITURE OF GRANT FUNDS. Recipient shall only use the Grant funds to construct, improve, or repair the Venue. Recipient shall only expend the Grant

funds for the Venue consistent with H.B. 3, the Grant Statute, the requirements of this Agreement and as set forth in the Grant Application.

4. DFCM's INSPECTION RIGHTS. DFCM or DFCM's designee may visit and inspect the Venue as often as needed before, during, and after construction of improvements, or repairs begin or are complete.

5. AUDIT RIGHTS. DFCM and the State of Utah have the right to review and audit the Recipient's use of the Grant funds and the Recipient's performance under the Grant award and this Agreement. DFCM, the State Auditor and the Legislative Auditor have the absolute right to access and audit the financial records of the Recipient relevant to the Grant award.

6. REPORTING. Recipient shall annually file a report with DFCM that details for the immediately preceding calendar year: (A) the construction, improvements, and repairs, in process or completed, that were wholly or partially funded by the Grant award; (B) the total dollar amount expended from the grant award; (C) the intended use for a Grant award that has not been expended; and (D) the results of any evaluations of Venue construction, improvements, or repairs.

7. DISBURSEMENT OF GRANT FUNDS SUBJECT TO LEGISLATIVE APPROPRIATION. Disbursement of the Grant funds is subject to Legislative appropriation. Immediately upon written notice delivered to Recipient, this Agreement and/or any transfer of Grant funds under this Agreement may be reduced, terminated and/or modified in whole or in part at the sole discretion of DFCM, if DFCM reasonably determines that: (A) a change in Federal or State legislation or applicable laws materially affects the ability of either the State or Recipient to perform under the terms of this Agreement or Recipient's financial circumstance materially affect the ability of Recipient to perform under this Agreement; or (B) that a change or probable change in available funds affects DFCM's ability to pay under this Agreement. A change or probable change in available funds as used in this section includes, but is not limited to, a change or probable change in Federal or State funding, whether as a result of a legislative act, a legislative failure to act, or by order of the President or the Governor. If a written notice is delivered under this section, DFCM and the State will not be liable for any funding, performance, commitments, compensatory, consequential, or liquidated damages, penalties, expenses and/or costs of any nature whatsoever arising under and/or related to this Agreement and/or arising out of, related to and/or caused by a change or probable change in available funds. Recipient acknowledges and agrees that the Utah Legislature may modify, terminate and/or reduce funding under this Agreement at any time and any actions taken by Recipient under this Agreement in reliance on the funding currently provided herein is at Recipient's sole risk.

8. DFCM'S RIGHT TO WITHHOLD DISBURSEMENT OF GRANT. Notwithstanding anything in this Agreement to the contrary, DFCM reserves the right, in DFCM's reasonable discretion, to withhold disbursement of all or any part of the Grant funds if at any time it appears that disbursement of Grant funds would not be consistent with the requirements of this Agreement.

9. RETURN OF GRANT. If Recipient does not use the Grant funds in accordance with this Agreement, the State and DFCM reserve all rights in law and equity to obtain a return of the Grant funds, including the legal rate of interest and reasonable attorney fees and costs expended in obtaining the return of the Grant funds.

10. LAWS AND REGULATIONS. At all times during this Agreement, Recipient and all goods obtained and/or services performed pursuant to this Agreement shall comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.

11. NO THIRD-PARTY BENEFICIARIES. No person or entity is a third-party beneficiary of this Agreement, and no cause of action is created by this Agreement in favor of any third-party.

12. PUBLIC INFORMATION. Recipient agrees that this Agreement and related records are subject to Utah Code, Title 63F, Chapter 2, the Utah Government Records Access and Management Act.

13. ASSIGNMENT. Recipient may not assign, sell, transfer or subcontract rights, or delegate any right or obligation under this Agreement, in whole or in part, without the prior written approval of DFCM.

14. INTERPRETATION. This Agreement shall be interpreted so as to be consistent with law and to accomplish the purposes of this Agreement.

15. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between DFCM and Recipient as to the subject matter of this Agreement and supersedes any and all other prior and contemporaneous agreements and understandings between DFCM and Recipient, whether oral or written.

16. AUTHORIZATION TO ADMINISTER DESIGN AND CONSTRUCTION. Pursuant to Utah Code 63A-5b-604(5)(d), Recipient is authorized to administer the design and construction of the Venue as provided herein. Pursuant to 63A-5b-604(7)(a)(iv), the role of compliance agency under Title 15A, State Construction and Fire Codes Act, shall be fulfilled by DFCM.

DFCM

STATE OF UTAH DIVISION OF FACILITIES
CONSTRUCTION AND MANAGEMENT, an
agency of the State of Utah

Date: April____, 2025

By: _____
Andy Marr, Interim Director

APPROVED AS TO FORM
/S/ Mike Kelley
Assistant Attorney General

RECIPIENT

WEBER COUNTY, a local government
that is a body corporate and politic and a
legal subdivision of the State of Utah

Date: April____, 2025

By:_____

Commissioner James H. Harvey

Date: April____, 2025

By:_____

Commissioner Sharon Bolos

Date: April____, 2025

By:_____

Commissioner Gage Froerer

EXHIBIT A

GRANT APPLICATION