



STATE OF UTAH GRANT AGREEMENT
COVID-19 LOCAL ASSISTANCE MATCHING GRANT PROGRAM
GOVERNOR'S OFFICE OF PLANNING AND BUDGET

Residences at 9th and Wall
State Fiscal Year 2022

1. GRANT AGREEMENT PARTIES: This COVID-19 Local Assistance Matching Grant Program Grant Agreement (this "Agreement") is between the State of Utah, Governor's Office of Planning and Budget, referred to as the State, and the following local government Grantee:

Grantee Name: Weber County
Grantee Address: 2380 Washington Blvd #320
Ogden, UT
84401
Federal Tax ID: 876000308
Legal Status of Grantee: Local Government
DUNS #: 073101917
Contact Person: Scott Parke
Phone #: 801-399-8487
Email: sparke@webercountyutah.gov

2. METHOD OF DISTRIBUTION: Upon completion of this Agreement, the Grantee shall submit invoices requesting payments per section 3 of Attachment C – TERMS AND CONDITIONS.

3. GENERAL PURPOSE OF AGREEMENT: The general purpose of this Agreement is to provide American Rescue Plan Act of 2021, Coronavirus State Fiscal Recovery Fund funds (CFDA #: 21.0217) (FAIN: SLFRP3929) to Grantee, as directed by the Utah State Legislature in Utah Code Annotated § 63J-4-801, et seq., to be used, in conjunction with Grantee's matching funds, for the following project: Residences at 9th and Wall.

4. AGREEMENT PERIOD: Effective Date: Termination Date: December 31, 2026, with no option for renewal or extension. Incurred Costs Period: As set forth in the U.S. Department of the Treasury's implementing regulations, Grantee may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

Unless either party terminates this Agreement in accordance with the terms and conditions herein, this Agreement will remain in effect for the entire term.

5. AGREEMENT AMOUNT: The State shall pay to the Grantee no more than a maximum of \$1,900,000.00 for costs authorized under this Agreement. All expenditures and activities must comply with all attachments herein and must occur before this Agreement terminates. Funding must not be used for purposes contrary to federal, state, or local laws.

6. ATTACHMENTS INCLUDED AND MADE PART OF THIS AGREEMENT: Attachment A – SCOPE OF WORK

Attachment B – REPORTING REQUIREMENTS
Attachment C – TERMS AND CONDITIONS
Attachment D – FFATA CERTIFICATION

Any conflicts between Attachment C and any other Attachment will be resolved in favor of Attachment C.

7. AGREEMENT INFORMATION:

Grantor: Governor’s Office of Planning and Budget
Address: 350 N. State Street, Suite 140, Salt Lake City, UT 84114
Contact Name: Taylor Kauffman
Contact Title: Federal Assistance Management Officer
Contact Phone: (801) 538-1543
Contact Email: tkuffman@utah.gov

8. AGREEMENT EXECUTION:

Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each party’s obligations hereunder have been duly authorized and that the Agreement is a valid and legal Agreement binding on the parties and enforceable in accordance with its terms. This Agreement is not fully executed until all parties have signed this Agreement.

BY SIGNING THIS AGREEMENT, THE GRANTEE HEREBY ACKNOWLEDGES THAT THE GRANTEE HAS READ, UNDERSTOOD, AND AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

THE STATE OF UTAH

Weber County

Name: Sophia DiCaro

Title: Executive Director

Date:

Governor’s Office of Planning and Budget

Name: Gage Froerer

Title: Commissioner

Date:

**ATTACHMENT A:
COVID-19 LOCAL ASSISTANCE MATCHING GRANT PROGRAM
SCOPE OF WORK**

Project Statement:

The Weber Housing Authority (WHA) is building a 48-unit complex for low-income individuals (below 50% AMI). The plan will subsidize twenty-five units through WHA with Project-Based Vouchers for chronically homeless, disabled individuals. The project will provide decent, safe, and affordable housing. Weber Human Services (WHS) will provide case management services to assist participants as they progress toward self-sufficiency. Case management teams will offer counseling in substance use, mental health treatment, medication management, and life skills training. Team members will also assist participants in identifying triggers that have contributed to their homelessness in the past. Group self-sufficiency classes are offered onsite, and private office space will be available for case managers and therapists to provide services. Onsite amenities will include laundry, community and, computer rooms, and offices for WHS staff. This new construction project will be one self-contained building on a 1.76-acre lot. The Residences at 9th and Wall will have a live-in house manager that will oversee the nightly operations of the project and a WHA staff member will provide security during the day. The project has an estimated end date of April 2024.

Project Deliverables / Performance Measures:

Our organization will measure the benefits of this project by increasing the number of deeply affordable housing units available in Weber County. Forty-eight additional units will be created and used to enrich our community's quality of life for both the low-income and chronically homeless, disabled households. An additional benefit will be the number of homeless families that will no longer be residing in places not meant for human habitation or at the Lantern House. These households will have access to case management as they strive for self-sufficiency. Still, most importantly, this population will not be utilizing costly homeless resources that do not lead to long-term housing stability. As a result, Weber County will see a decrease in the Point in Time Count numbers. We anticipate the number of homeless individuals sleeping on the streets will decrease by 24% due to this project.

Project Budget (identify all funding sources and total project costs):

Land- \$1,030,000; architect design- \$400,000; architect supervision- \$60,000; construction costs- 8,085,420; construction contingency- \$404,271; construction testing- \$40,000; builders risk- \$60,641; construction inspections- \$15,000; green building- \$15,000; land appraisal- \$3,500; developer fee and overhead- \$1,100,000; environmental phase 1- \$4,500; appraisal- \$8,500; market study- \$5,000; geotechnical report- \$7,500; civil engineering - \$10,000; ALTA- \$7,500; construction loan interest- \$160,000; construction loan interest after consultation- \$70,700; permanent loan fees- \$22,500; construction loan fees- \$68,000; title and recording construction- \$6,000; title and recording perm lender- \$15,000; owner's title- \$40,000; P&P Bond- \$52,340; property insurance/ const GL- \$65,884; UHC credit fees- \$70,180; tenant relocation- \$39,720; AS built survey- \$4,000; legal construction lender- \$25,000; legal permanent loan - \$5,000; legal partnership- \$65,000; cost certification- \$7,500; operating reserve- \$150,000; soft cost contingency - \$25,000; Impact fees - \$50,000; Demolition - \$25,000; Permits & Fees - \$60,000 --Total- \$12,283,656

Project Match Requirement: \$10,383,656

Grantee acknowledges that this project is subject to the STATE OF UTAH COVID-19 LOCAL ASSISTANCE MATCHING GRANT PROGRAM GRANT AGREEMENT

**ATTACHMENT B:
COVID-19 LOCAL ASSISTANCE MATCHING GRANT PROGRAM
REPORTING REQUIREMENTS**

- 1. PUBLIC FUNDS:** Grantee shall comply with applicable state statutes on reporting and expenditure of public funds. Specifically, UCA 63J-1-220(2)(b) requires the recipient entity to provide the state agency with annual reports and a final report. Grantee understands and acknowledges that the State is required to report to the United States Treasury regarding the American Rescue Plan Act of 2021, Coronavirus State Fiscal Recovery Fund funds. Grantee will provide the information and reports required by this agreement and any additional information or reporting that may be required by the State.
- 2. SEMIANNUAL REPORT:** Grantee shall submit a report to the State, as directed by GOPB, semiannually on January 31 and July 31 of every year until the project is complete. The report shall provide information regarding the subject project's obligations, expenditures, contracts, grants, sub-awards, and specifics of how the expenditures were for eligible uses. The report also must respond to each of the items below in the order specified:
 - a. The actual amount spent on the project and the time frame this amount was spent;
 - b. A breakdown of how funds were spent, by funding source;
 - c. The projected spending by fiscal year-end (June 30 of each year);
 - d. The amount of remaining unspent Local Assistance Monies;
 - e. An assessment of implementation which includes: (i) what month and year the project is expected to be fully implemented, (ii) whether the project encountered any factors that caused a delay in implementation and explanation of these factors, and (iii) whether the project encountered any factors that caused a change in scope and an explanation of these factors;
 - f. An assessment of accuracy which includes: (i) how much of the Local Assistance Monies were spent as of the last reporting period, (ii) how much of the Grantee's matching funds were spent as of the last reporting period, and (iii) how much of the awarded Local Assistance monies is expected to be spent by fiscal year-end (June 30 of each year); and
 - g. An assessment of performance which includes: (i) how the success of the project is being measured, and (ii) how successful the project has been according to those metrics.
- 3. FINAL PAYMENT REQUEST:** Grantee acknowledges Grantee's responsibility to submit reports, respond to legislative or governor inquiries, and comply with other reporting rules to receive Final Payment. To request the remaining 5% of the granted Local Assistance Monies, the Grantee shall submit a Final Payment Request no sooner than 90 days before the estimated project completion date, which will include the following information:
 - a. Summary and documentation of actual project expenditures to date, including the source of the funds spent; and,
 - b. The anticipated date that the project will be completed.
- 4. FINAL REPORT:** The Final Report consists of one final quarterly Report submitted after the project has been completed and closed out. Grantee must provide this Final Report within three months after completing the project.
- 5. REPORTING CERTIFICATION:** By signing and entering into this Agreement with the State, the Grantee certifies that the Grantee shall provide an itemized report semiannually, a final payment request, and a final report when the project is completed.

**ATTACHMENT C:
COVID-19 LOCAL ASSISTANCE MATCHING GRANT PROGRAM
TERMS AND CONDITIONS**

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a. **“Agreement”** means these terms and conditions, the cover pages, and all other attachments and documents incorporated by reference.
 - b. **“ARPA”** means the American Rescue Plan Act of 2021
 - c. **“Grantee”** means the local government entity which is the recipient of Local Assistance SFRF monies from the State. The term “Grantee” includes Grantee’s agents, officers, employees, and partners.
 - d. **“Local Assistance Monies”** means funds distributed through the COVID-19 Local Assistance Matching Grant Program (Utah Code Annotated § 63J-4-801, et seq.) from the State’s ARPA-Coronavirus State Fiscal Recovery Fund funds.
 - e. **“Matching amount”** means the difference between the total project cost and the Local Assistance Monies provided under this Agreement. This matching amount can include the Grantee’s own funds and funds from other sources dedicated to the completion of the project. Matching amount does not include Local Assistance Monies provided under this agreement.
 - f. **“Non-Public Information”** means information that is deemed private, protected, controlled, or exempt from disclosure under the Government Records Access and Management Act (“GRAMA”) or as non-public under other applicable State and federal laws. Non-Public Information includes those records the State determines are protected after having properly received a written claim of business confidentiality as described in Utah Code § 63G-2-309. The State reserves the right to identify additional information that must be kept non-public under federal and State laws.
 - g. **“Project”** means the project identified in ATTACHMENT A: SCOPE OF WORK
 - h. **“State”** means the State of Utah Department, Division, Office, Bureau, Agency, or other State entity identified in this Agreement.
 - i. **“SubGrantees”** means persons or entities under the direct or indirect control or responsibility of Grantee, including, but not limited to: Grantee’s agents; consultants; employees; authorized resellers; or anyone else for whom Grantee may be liable at any tier, including a person or entity providing or performing this Agreement, such as Grantee’s manufacturers, distributors, and suppliers. SubGrantees also include other collaborating entities that will assist in the execution of the project.
2. **MATCH REQUIREMENT:** Grantee agrees to spend the matching amount concurrently with the Local Assistance Monies in that same proportion that the matching amount bears to the overall cost of the project.
3. **PAYMENT:** Unless otherwise stated in this Agreement, the State agrees to pay Grantee in two (2) installments.
 - a. Grantee will receive up to 95% of the maximum amount to be paid under this Agreement immediately after approval of the signed Agreement.
 - b. Grantee will receive the remaining percentage of the maximum amount to be paid under this amount upon submission of a Final Payment Request as outlined in ATTACHMENT B: REPORTING REQUIREMENTS.
 - c. The acceptance by Grantee of final Local Assistance Monies payment, without a written protest filed with the State within ten (10) business days of receipt of final payment, shall release the State from all claims and all liability to Grantee. No State payment is to be construed to prejudice any claims that the State may have against Grantee. The State may withhold, adjust payment

amount, or require repayment of any Local Assistance Monies under this Agreement that is: (i) provided in reliance on an inaccurate or incomplete representation, (ii) unsupported by sufficient invoices or other documentation, (iii) not used by Grantee for the project identified, (iv) used for any purpose in violation of the terms of this Agreement or in violation of the law, or (v) paid in excess of what is actually owed.

4. PERMISSIBLE USE OF FUNDING:

- a. Funds awarded as part of this Agreement can only be used for expenditures directly related to completing the project as described in ATTACHMENT A: SCOPE OF WORK. Any changes to the approved project must be submitted in writing and approval must be obtained prior to using funding outside of the originally approved project parameters. Funding obtained through this Agreement cannot be used to reimburse expenditures incurred prior to the Period of Performance.
- b. Due to the Local Assistance Monies being federal funds from the ARPA, it is the responsibility of the Grantee to adhere to all use of funding requirements as outlined in the applicable laws, including but not limited to American Rescue Plan Act of 2021, Public Law 117–2, codified at 42 U.S.C. 802 et seq., Section 603 of the Social Security Act, 31 CFR Part 35, and the U.S. Department of the Treasury’s Interim Final Rule and any final rule(s) regarding Coronavirus State and Local Fiscal Recovery Funds, and Utah Code Annotated § 63J-4-801, et seq.
- c. Funds provided through this agreement are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. The CFDA number assigned to the CRF is 21.027, pending completion of registration by the federal government.
- d. Grantee acknowledges and agrees that that the State is subject to reporting requirements regarding the use of the Local Assistance Monies and that the State may be subject to recoupment by/to the United States Treasury for amounts that are not expended for eligible uses. Any use of awarded funding by Grantee that is contrary to the agreed upon project parameters or federal regulations will be subject to project cancellation and recoupment of awarded funds. See section 5 for additional information regarding recoupment of funds
- e. Grantee may not loan, grant, or collateralize the Local Assistance Monies.

5. RECOUPMENT OF FUNDS

If state or federal audit findings determine that any funds expended by the Grantee violate the terms of this Agreement, the Grantee shall provide funds to the state sufficient to meet such repayment request(s). The Grantee assumes responsibility for ensuring compliance of all subgrantees. The Grantee is to be held responsible for the repayment of funds expended by any subgrantees which violates the terms of this Agreement. If the Grantee is unwilling or unable to repay the funds, the repayment request amount will become a past due obligation of the Grantee to the State and may be collected as such.

6. PERIOD OF PERFORMANCE

The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in the U.S. Department of the Treasury’s implementing regulations, Grantee may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

7. PERFORMANCE MEASURES

The Grantee agrees to establish and maintain performance measures for the project and to report on them in compliance with ATTACHMENT C: SCOPE OF WORK.

8. REPORTING ON THE USE OF FUNDS

The Grantee agrees to the reporting requirements as explained in ATTACHMENT B: REPORTING REQUIREMENTS

9. GRANTEE MONITORING

The Grantee agrees to comply with monitoring by the State of all programmatic and financial activity in relation to the approved project. Post-award monitoring may be conducted to determine the Grantee’s progress towards implementing the planned award activities, review compliance with relevant laws and regulations, and provide technical assistance as needed. The Grantee assumes responsibility for ensuring the relevant copies of all reports and correspondence are maintained and are accurate and complete. If Grantee awards funds to subGrantees, they assume responsibility for all monitoring and compliance of all programmatic and financial activity of said subGrantee.

10. LAWS AND REGULATIONS:

- a. During the term of this Agreement, Grantee will comply with all applicable federal and State constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements and including but not limited to American Rescue Plan Act of 2021 , Public Law 117–2, codified at 42 U.S.C. 802 et seq., Section 603 of the Social Security Act, 31 CFR Part 35, and the U.S. Department of the Treasury’s Interim Final Rule and any final rule(s) regarding Coronavirus State and Local Fiscal Recovery Funds, and Utah Code Annotated § 63J-4-801, et seq .
- b. Grantee understands and agrees to comply with applicable provisions of Utah Code § 51-2a-102, 51-2a-201, and 51-2a-301. Before receiving any Local Assistance Monies, Grantee shall provide all documentation required by the sections of the Utah Code referenced in this section. Grantee acknowledges that the State is bound by the provisions referenced in this section, and may withhold or demand return of Local Assistance Monies if the Grantee fails to comply with any provisions of these sections of the Utah Code, as amended. Grantee shall provide to the State, in a form and manner prescribed by the State, an itemized report at least semiannually detailing the expenditure of Local Assistance Monies.

11. RECORDS ADMINISTRATION: Grantee shall maintain or supervise the maintenance of all records, receipts and any other documentation necessary to properly account for: (i) payments made by the State to Grantee under this Agreement, (ii) Grantee’s performance of this Agreement terms and milestones, and (iii) outcomes reported to the State by Grantee. Grantee shall retain these records for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Grantee shall allow, at no additional cost, State of Utah and federal auditors, State staff, and/or a party hired by the State, access to all records necessary to account for all Local Assistance Monies received by Grantee as a result of this Agreement and to verify that Grantee’s use of the Local Assistance Monies is appropriate and has been properly reported.

12. CONFLICT OF INTEREST: Grantee represents that no material conflict of interest exists in relation to its receipt of Local Assistance Monies under this Agreement and that none of Grantee’s officers or employees are officers or employees of the State of Utah, unless full and complete disclosure has been made to the State.

13. INDEPENDENT CAPACITY: Grantee and SubGrantees, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.

14. EMPLOYMENT PRACTICES: Grantee shall abide by federal and State employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination

against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Grantee shall further abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Grantee's employees.

15. **AMENDMENTS:** The parties may amend this Agreement only by mutual written agreement, which amendment will be attached to this Agreement. Automatic renewals will not apply to this Agreement even if listed elsewhere in this Agreement.
16. **TERMINATION:** Unless otherwise stated in this Agreement, either party may terminate this Agreement with or without cause and upon written notice to the other party, at any time prior to the date on which the State disburses any of the Local Assistance Monies to Grantee. Under this section, "cause" means, without limitation, any material violation of the terms of the program or this Agreement. This agreement may only be terminated after the State disburses any of the Local Assistance Monies to Grantee if the Grantee returns all of the Local Assistance Monies that have been disbursed.
17. **NOTICE OF CHANGE OR REORGANIZATION:** If a change or reorganization occurs which affects Grantee's ability to perform under this Agreement, Grantee shall immediately notify the State. Changes or organizations that require notification to the State include, but are not limited to the following:
 - a. Material change in the amount of type of facilities, assistance, or staff Grantee provides to facilitate this Agreement; or
 - b. Any other change or reorganization that Grantee reasonably expects would be of interest or value to the State in the administration of this Agreement.
18. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to Grantee, the State may terminate this Agreement, in whole or in part, if the State determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Agreement; or (ii) a change in available funds affects the State's ability to pay under this Agreement. A change of available funds as used in this section, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
19. **WORKERS COMPENSATION INSURANCE:** Grantee shall maintain, during the term of this Agreement, workers' compensation insurance for all its employees, as well as any SubGrantees as required by law.
20. **REVIEWS:** The State may perform reviews, and/or comment upon Grantee's use of the Local Assistance Monies. Such reviews will not waive the requirement of Grantee to meet all the terms and conditions of this Agreement.
21. **ASSIGNMENT:** Grantee may not assign, sell, transfer, subAgreement or sublet rights, or delegate any right or obligation under this Agreement, in whole or in part, without the prior written approval of the State. Grantee may not loan, grant, or collateralize the Local Assistance Monies.
22. **PUBLIC INFORMATION:** This Agreement and invoices will be public records in accordance with GRAMA. Grantee gives the State express permission to make copies of this Agreement, related documents, and invoices, available in accordance with GRAMA. Except for sections identified in writing by Grantee and expressly approved by the State of Utah Division of Purchasing and General Services, all

of which must be in accordance with GRAMA, Grantee also agrees that non-protected portions of Grantee's Application will be a public document, and copies may be given to the public as permitted under GRAMA. The State is not required to inform Grantee of any GRAMA requests for disclosure of this Agreement, related documents, or invoices.

23. NON-PUBLIC INFORMATION: If Non-Public Information is disclosed to Grantee, Grantee shall: (i) advise its agents, officers, employees, partners, and SubGrantees of the obligations set forth in this Agreement; (ii) keep all Non-Public Information strictly confidential; and (iii) not disclose any Non-Public Information received by it to any third parties. Grantee will promptly notify the State of any potential or actual misuse or misappropriation of Non-Public Information. Grantee shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Upon termination or expiration of this Agreement and upon request by the State, Grantee will return all copies of Non-Public Information to the State or certify, in writing, that the Non-Public Information has been destroyed. This duty of confidentiality will be ongoing and survive the termination or expiration of this Agreement.

24. INDEMNITIES:

- a. For Governmental Entity Grantees:** Both parties to this Agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code § 63G-7-101 et. seq.). Nothing in this Agreement will be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Utah Governmental Immunity Act. Nor shall this Agreement be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Agreement is otherwise entitled. Subject to and consistent with the Utah Governmental Immunity Act, each party is responsible for its own actions or negligence and will defend against any claim or lawsuit brought against it. There are no indemnity obligations between these parties, except for indemnification for infringement and indemnification for breach of duty of confidentiality as specified in this section.
- b. Indemnification for Infringement:** Grantee indemnifies and holds the State harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. If there are any limitations of Grantee's liability, such limitations of liability will not apply to this section.
- c. Indemnification for Breach of Duty of Confidentiality:** As permitted by law, Grantee indemnifies, holds harmless, and will defend the State, including anyone for whom the State is liable, from claims related to a breach of the duty of confidentiality, as described in section 18, including any notification requirements, by Grantee or anyone for whom Grantee is liable.

25. OWNERSHIP IN INTELLECTUAL PROPERTY: Each party recognizes that it has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other party, unless otherwise agreed upon by both parties in writing.

26. PUBLICITY: Grantee shall submit to the State for written approval all advertising and publicity matters relating to this Agreement. The State may, at its sole discretion, provide approval, which must be in writing. If the State provides approval for advertising or publicity, Grantee shall give recognition and credit to the State of Utah in Advertising or public notice, at least in the form of a public acknowledgement of the receipt of Local Assistance Monies.

27. WAIVER: A waiver of any right, power, or privilege will not be construed as a waiver of any subsequent right, power, or privilege.

- 28. ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Agreement, the order of precedence shall be: (i) this Attachment C; (ii) STATE OF UTAH COVID-19 LOCAL ASSISTANCE MATCHING GRANT PROGRAM GRANT AGREEMENT with signature(s); (iii) Attachment B regarding reporting; (iv) the State’s additional terms and conditions, if any; (v) any other document listed or referenced in Agreement; and then (vi) Grantee’s terms and conditions that are attached to this Agreement, if any. Any provision attempting to limit the liability of Grantee or the rights of the State must be in writing and attached to this Agreement, or the provision will be void.
- 29. GOVERNING LAW AND VENUE:** This Agreement is governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement will be brought in a court of competent jurisdiction in the State of Utah. Venue will be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
- 30. SURVIVAL OF TERMS:** Termination or expiration of this Agreement will not extinguish or prejudice the State’s right to enforce this Agreement with respect to any default or defect in the Services that has not been cured.
- 31. SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Agreement will not affect the validity or enforceability of any other provision, term, or condition of this Agreement, which will remain in full force and effect.
- 32. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision date: 5 November 2021)

**ATTACHMENT D:
FFATA CERTIFICATION**

(Not required for State Agencies and Compnet Units)

Organization Name (Grantee): Weber County

DUNS Number: 073101917

Federal Funding Accountability and Transparency Act of 2006 requires that the Grantee report the names and total compensation of the Grantee's five most highly compensated executives, if the following requirements are met.

In the Grantee's preceding completed fiscal year, did the Grantee receive:

1. 80 percent or more of the Grantee's annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and
2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO: Skip to Attestation below

YES: Continue, complete Executive Compensation and Attestation below

Executive Compensation

	Name	Title	Total Compensation Level
1			
2			
3			
4			
5			

*Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

1. Salary and bonus.
2. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards 2 CFR 200 (Revised 2004) (FAS 123R), Shared Based Payments.
3. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
4. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
5. Above-market earnings on deferred compensation which is not tax-qualified.

6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Attestation

By signing, you attest that the Grantee information and certification provided above is true and correct. Knowingly providing false or misleading information may result in criminal or civil penalties as per Title 18, Section 1001 of the US Criminal Code.

Signature of Chief Executive Officer or Designee: _____

Name: Gage Froerer

Title: Commissioner

Date:

Equal Opportunity Employer/Program

Auxiliary aids and services are available upon request to individuals with disabilities by calling 801-526-9240. Individuals who are deaf, hard of hearing, or have speech impairments may call Relay Utah by dialing 711. Spanish Relay Utah: 1-888-346-3162.