



**OGDEN CITY  
CONTRACT APPROVAL CHECKLIST - GRANT**

**Contract Type:** Grant  
**Contract Title:** due 12/18 - Subgrantee Agreement with  
Weber Morgan Children’s Justice Center (SLFRF Funds)  
**Contract Amount:** 621,075.00  
**Period of Performance:** 9/23/2023 - 12/31/2026  
**Contract ID:** 4879  
**Vendor/Customer:** WEBER COUNTY CORPORATION

**Contracting Manager:** Dean Austin  
**Department:** MS - Comptroller

**APPROVALS:**

**DATE APPROVED:**

**Comptroller:** 12/14/2023  
**Fiscal Operations:** 12/11/2023  
**Grant:** 12/11/2023  
**City Attorney:** 12/15/2023  
(AnneMarie Birk)  
**Division Manager:**  
**Department Director:** 12/18/2023  
**CAO Review:** 12/18/2023

  
MAB

**GRANT AGREEMENT BETWEEN  
OGDEN CITY  
AND  
WEBER COUNTY and AFFILIATE WEBER MORGAN CHILDREN’S JUSTICE CENTER**

**EFFECTIVE DATE:** Monday, September 23, 2023

**CONTRACT PARTIES:** This Agreement is made by and between **OGDEN CITY CORPORATION**, a Utah Municipal Corporation, hereinafter ("**City**"), and Weber County and Weber Morgan Children’s Justice Center, a Local Government, and affiliated Non-Profit Corporation, hereinafter ("**Grantee**").

WHEREAS, the parties are desirous of entering into an agreement pursuant to the **Coronavirus State and Local Fiscal Recovery Fund** (“SLFRF”) and administered through the U.S. Department of the Treasury (“Treasury”).

NOW, THEREFORE, in consideration of the mutual promises and considerations set forth below, the parties agree to the following:

**TERMS**

1. **PURPOSE:** The purpose of this Grant Agreement is to provide funding to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) along with providing grants to eligible entities who perform essential work.

It is understood and agreed by the parties hereto that this Agreement and the disbursement of funds pursuant to this Agreement are governed by the provisions of the SLFRF Program, and any amendments thereto; that the parties hereto agree to abide by the provisions of said Program; that references to specific sections of the SLFRF Program herein do not limit the applicability of said Program to the extent that other sections which may be applicable are not specifically mentioned herein; and that in the event of any conflict between any provision herein and the requirements of the Grant, said federal requirements shall take precedence.

2. **CONTRACT TERM:** The term of this Agreement shall run from the date of execution hereof and remain in effect until the completion and acceptance by the City of work under the following paragraph entitled “Scope of Work.”
3. **SCOPE OF WORK:** Grantee shall use SLFRF funds to reimburse the necessary eligible expenses as agreed upon in paragraph 1 above. Additionally, SLFRF funds may be used to cover eligible expenses incurred by December 31, 2024 and paid in full by December 31, 2026.

4. **FUNDING**: Funding for this Agreement shall be derived from the City's SLFRF Program allocation.
5. **BUDGET**: The City shall provide an amount not to exceed \$621,075.00 for work as contemplated by the terms of this Agreement. The basis for said compensation is set forth in Exhibit "A", which is attached hereto and by this reference incorporated herein. It is understood that all future Grantee reimbursement requests, received after the effective date of this contract, as projected in Exhibit A, are subject to availability of funds, and subject to Grantee providing the City necessary documentation within thirty (30) days of the month ending the expenses were incurred.
6. **REPAYMENT**: Grantee acknowledges that the sums received by Grantee hereunder are granted to Grantee by the City. Repayment of grant funds is not required under this Agreement except as found in the paragraph hereinbelow entitled "Termination for Cause."
7. **ADMINISTRATIVE REPRESENTATIVES**: The designated representatives of the parties for purposes of administering this Agreement shall be:

**CITY:**  
**OGDEN CITY GRANTS**  
 2549 WASHINGTON BLVD STE 520  
 OGDEN, UT 84401  
 (801) 629-8713  
 grants@ogdencity.com

**GRANTEE:**  
**WEBER COUNTY CORPORATION**  
 Gage Froerer, Commissioner  
 2380 Washington Blvd.  
 Ogden, UT 84401-1475  
 (801) 399-8590  
 gfroerer@co.weber.ut.us

8. **BILLINGS DISBURSEMENT REQUESTS**: The Grantee may only request disbursement of funds under the Agreement as the funds are needed to reimburse payment of eligible costs. The amount of each request must be limited to eligible uses of the amount spent. Each billing shall include documentation of all expenses to be paid (i.e., vouchers, invoices and receipts).
9. **VERIFICATION OF WORK**: The Grantee shall maintain thorough records of all business transactions and shall give City and the Treasury, through any authorized representatives, access to and the right to examine and duplicate all records, books, papers or documents to all Grantee operations funded in whole or in part under this Agreement for a period of five (5) years following the termination of this Agreement.
10. **INFORMATION**: The City and the Treasury shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, materials, or other information prepared under or in conjunction with this Agreement.
11. **RECORD KEEPING**: In order to assist the City in meeting its record keeping and reporting requirements, Grantee shall maintain the following records as applicable, for a period of ten (10) years following the termination of this Agreement:

- a. Project Files:
    - i. Records that demonstrate that the project meets eligibility requirements set forth in the CRF Program; 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
    - ii. Records that demonstrate the project meets the Treasury's Quality Standards, and/or any applicable sections of the Ogden City Code relating to the condition, habitability, safety, and construction standards of buildings and other improvements funded under this agreement.
12. **REPORTS:** Grantee shall submit to the City performance/progress reports with each request for disbursement on forms acceptable to the City.
13. **CONFLICT OF INTEREST:** Grantee shall establish safeguards to prohibit its employees, board members, advisors and agents from using positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties. Grantee shall disclose to the City any conflict of interest or potential conflict of interest pursuant to the CRF Program, immediately upon discovery of such.
14. **INDEPENDENT CONTRACTOR:** For the purpose of this Agreement, it is understood that the parties are independent contractors and no employee or agent of one is, for any purpose of this Agreement, an employee or agent of the other. Nothing contained herein, or any of the obligations of the parties hereunder, shall in any manner inure to the benefit of third parties. The City shall not carry Worker's Compensation insurance or any health or accident insurance to cover the Grantee. The City shall not pay nor be responsible for any contribution to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. The Grantee, as an independent contractor, shall provide and be responsible for any and all of Grantee, and its employees or agents, Worker's Compensation contributions, federal and state withholding, unemployment compensation contributions and social security tax withholding, etc. The Grantee agrees to report and pay any contributions for taxes, unemployment insurance, Social Security and other benefits.
15. **INDEMNIFICATION:** Grantee covenants and agrees to indemnify, save harmless and defend the City, its elected officials, authorized agents, officers, employees, and volunteers from and against any and all claims, damages, demands, actions, costs and charges of any nature arising out of or by reason of Grantee, its principals, staff, agents, contractors, subcontractors, employees or volunteer's performance or failure to perform this agreement.
16. **LAWS AND REGULATIONS:** The Grantee shall administer this Agreement in compliance with the CRF Program, and all applicable federal, County, Utah State, and Ogden City laws, ordinances, and regulations, including but not limited to the following regulations which are incorporated herein by reference including, but not limited to the following:

- a. Requirements for pass-through entities: The Grantee, as a sub-recipient of federal funds, shall adhere to 2 CFR 200.331 Requirements for pass-through entities.
- b. Single Audit Act: The Grantee, as a sub-recipient of federal funds, shall adhere to 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; and if Grantee is sub-recipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with 2 CFR 200.
- c. Requests for Disbursement of Funds: The Grantee shall not request disbursement of funds under the Agreement until the funds are needed for reimbursement of eligible costs. The amount of each request shall be limited to the amount needed.
- d. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations issued at 24 CFR Part 1. Prohibits discrimination on grounds of race, color or national origin in delivery of, and the participation in, all CRF projects;
- e. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);
- f. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the implementing regulations;
- g. Discrimination in Employment, Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;
- h. The prohibition of use of debarred, suspended or ineligible contractors or Grantees in any contract;
- i. Other Environmental, Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution. All contracts and subcontracts over \$100,000, must comply with the standards, orders and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection City regulations at 40 CFR Part 15;
- j. Compliance with mandatory energy efficiency standards and policies in State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163);

- k. No SLFRF funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed;
  - l. Where asbestos is present in property undergoing rehabilitation, federal requirements apply regarding worker exposure, abatement procedures and disposal;
  - m. If Grant Agreement is a construction project of , the City will not reimburse any grant funds without proof of compliance to provisions of the Copeland "Anti-Kickback" Act (40 use §3145 and 18 use §874), Grantee has submitted certified weekly payroll records using the U.S. Department of Labor's Payroll form WH-347, and further comply with City's construction project expectations ("Exhibit C").
17. **REDUCTION IN COMPENSATION:** In the remote event that SLFRF Program should, for any reason, reduce or eliminate the City's, and or SLFRF Program funds become otherwise unavailable, the City reserves the right to reduce grant amounts due Grantee as provided herein, or to terminate this Agreement for cause pursuant to the paragraph entitled "Termination for Cause" hereinbelow.
18. **INTENT:** It is the intent and understanding of the parties that this is a grant agreement, subject to SLFRF Program fund availability for the sum set forth in paragraph 5 herein, absent any reduction in the proposed sources of funding as set forth in paragraph 17 hereinabove.
19. **TERMINATION FOR CAUSE:** The City shall have the right to terminate this Agreement for cause in the event: Grantee fails to fulfill in timely or satisfactory manner any of the activities as set forth in this agreement and fails to cure any default after seven (7) days written notice from the City of such default or breach; Grantee breaches or violates any covenant, agreement or assurance herein; or in the event any source of funding of this Agreement set forth in the paragraph above entitled "Reduction in Compensation" becomes impounded or otherwise unavailable, reduced or eliminated. In order to so terminate for cause, the City shall give Grantee written notice by certified mail specifying the cause and the effective date of termination which may be effective upon Grantee's receipt of notice, except as specifically provided above. In the event the City terminates this Agreement due to Grantee's failure to cure any default as provided hereinabove or due to Grantee's breach or violation of any covenant, agreement or assurance herein, the City may, at its option, make written demand for repayment of, and Grantee shall immediately upon receipt of such written demand of the City, repay all sums received by Grantee from the City under this Agreement as of the date of said demand, plus interest thereon at the highest legal rate plus all expenses incurred by the City, including reasonable attorney's fees incurred in recovering said sums.
20. **SURVIVAL OF CONTENTS:** All representations and covenants of Grantee herein shall survive the making of all disbursements. The Grant Agreement are hereby made subject to all conditions, agreements and covenants contained herein to the same extent as if they were fully set forth in and made a part of said Note and Security Agreement.
21. **REMEDIES CUMULATIVE:** All rights, powers and remedies given to City herein or in any other

grant document are cumulative and are not alternative, and are in addition to all statutes or rules of law; and partial exercise or forbearance or delay by City in exercising the same shall not operate as any waiver thereof or of any other power or rights hereunder or granted by law, and the same shall continue in full force and effect until specifically waived by an instrument in writing executed by City.

22. **EVENTS OF DEFAULT:** (i) If any default by Grantee in any representations or warranties made herein, or (ii) any default by Grantee in the observance of any obligation undertaken by Grantee pursuant to this Agreement and which remains uncured after written notice from City to Grantee, or (iii) a general assignment for the benefit of creditors, voluntary filing under any bankruptcy law or law for the benefit of creditors, or the entry of an order for relief in the case of an involuntary petition in bankruptcy shall constitute a default hereunder. Any event or default under the Grant Agreement shall constitute an event of default hereunder.
23. **OBLIGATION:** Grantee shall remain fully obligated under the provisions of this Agreement notwithstanding its contract with or designation of any third party or subcontractor for the responsibilities of the Agreement. Grantee shall be responsible to ensure all contractors, consultants, assignees, etc., shall comply with all lawful requirements of City and Grantee under SLFRF regulations and City's assurances made in its Grant Agreement. Notice from Grantee of its intention to assign or transfer any obligation hereunder, whether by assignment or novation and a copy of any documents shall be furnished promptly to City before any requests for compensation for such work shall be paid.
24. **SETOFF:** Notwithstanding any provision appearing to the contrary, Grantee shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by Grantee. The City may withhold payment of compensation to Grantee for the purpose of setoff until such time as the exact amount of damage incurred by the City which would be due from Grantee is determined and paid. Such damages may include Treasury's disqualification of the activities funded because of Grantee's failure to properly administer the same.
25. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event shall any payment by the City hereunder constitute or be construed to be a waiver by City of any breach of conditions or any default which may then exist, or while any such breach or default shall exist, in no way impair or prejudice any right or remedy available to City with respect to such breach or default.
26. **INTEGRATED DOCUMENT:** This Agreement embodies the entire agreement between City and Grantee. No verbal agreements or conversation with any officer, agent or employee of the City prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon the City.
27. **AMENDMENTS:** This Agreement may be amended only by written agreement of the parties hereto.
28. **SEVERABILITY OF PROVISIONS:** If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

29. **NON-ASSIGNABILITY:** Grantee shall not assign any interest in this Agreement, and shall not transfer any interest in this Agreement without written consent of the City thereto.
30. **SUCCESSORS:** Grantee covenants that the provisions of this Agreement shall be binding upon heirs, successors, subcontractors, representatives and agents.
31. **HEADINGS:** The headings of this agreement are for the convenience of the parties only and in no way alter, modify, amend, limit, or restrict the contractual obligations of the parties.
32. **GOVERNING LAW, JURISDICTION AND VENUE:** This Grant Agreement shall be construed in accordance with and governed by the internal laws of the State of Utah, without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Utah to the rights and duties of the parties. All disputes and controversies arising out of or in connection with this Grant Agreement shall be resolved exclusively by the state and federal courts located in Ogden City, Weber County, State of Utah, and each party hereto agrees to submit to the jurisdiction of said courts and agrees that venue shall lie.
33. **DISCLOSURE OF INFORMATION:** Grantee authorizes City to release, receive, and/or disclose information to U.S. Department of the Treasury, including Grantee's application documents, legal contracts, correspondence, and other information related to the Grant Agreement, with the restriction that the information cannot be passed on to any other person or entity/agency.
34. **MISCELLANEOUS:**  
Nothing herein contained shall be deemed to establish any trust fund for the benefit of any person or persons, nor to impose any liability upon City to pay or be chargeable with any claims of third persons against the Grantee.
- a. Grantee shall indemnify and hold City harmless from any liability, cost or damage arising out of Grantee's breach hereof. City may appear in and defend any action or proceeding purporting to affect the rights or duties of the parties hereunder, and Grantee shall pay all of City's costs and expenses.
  - b. The section headings used herein are for reference and for convenience only and shall not enter into the interpretations hereof.
  - c. This Agreement may be executed in as many counterparts as may be deemed necessary or convenient, and each counterpart shall be deemed an original.
  - d. In the event any one or more of the provisions contained in this Agreement or in any documents which are the subject of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, unenforceability or illegality shall not affect any other provision of this Agreement and/or of such other documents, and this Agreement and such documents shall be construed as if such provision had never been contained herein or therein.

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**IN WITNESS WHEREOF**, this Grant Agreement has been duly executed by the undersigned as of the date hereof.

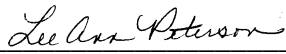
**Grantor:**

**OGDEN CITY**, a municipality and political subdivision of the state of Utah


BY:

  
Mara Brown (Dec 18, 2023 13:58 MST)  
Mara A. Brown, Chief Administrative Officer

ATTEST:

  
Lee Ann Peterson  
Ogden City Recorder

APPROVED AS TO FORM:

  
AnnelMarie Birk (Dec 18, 2023 13:45 MST)  
Ogden City Attorney's Office



Dec 18, 2023

**GRANTEE:**

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

See attached grant application.

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT (“CARES Act”)  
CORONAVIRUS RELIEF FUND PROGRAM