AN INTERLOCAL COOPERATION AGREEMENT BETWEEN WEBER COUNTY AND OGDEN CITY CORPORATION FOR RECREATION, ARTS, MUSEUM AND PARKS ("RAMP") FUNDING

THIS AGREEMENT is entered into and made effective the 10th day of September, 2019, by and between WEBER COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as the "COUNTY," and OGDEN CITY CORPORATION, a Utah Municipal Corporation, located at 2549 Washington Blvd., Ogden, UT 84401, (referred to herein as "Recipient"), with both being referred to as "Parties.

RECITALS

WHEREAS, the COUNTY has imposed a local sales and use tax, pursuant to Utah Code Ann. § 59-12-701, et. seq., and has enacted an ordinance and policies governing distribution of the revenues collected by this tax, hereinafter referred to as "RAMP Tax" Title 34 Chapter 6, Weber County Ordinances, 2004; and

WHEREAS, RECIPIENT has applied for and is qualified to receive a portion of the Funds pursuant to state statute, county ordinance, and RAMP policies; and

WHEREAS, RECIPIENT hereby agrees to utilize RAMP funds granted to RECIPIENT by COUNTY in accordance with the state statutes, county ordinances, and RAMP policies;

NOW THEREFORE, in consideration of the mutual promises, covenants, terms and conditions contained in this Agreement, the Parties agree as follows:

SECTION ONE
SCOPE OF AGREEMENT

1.1 In exchange for receipt of RAMP Funds (hereinafter "Funds"), RECIPIENT agrees to the following uses and limitations of uses for the Funds:

A. Funds shall be expended within Weber County for the project(s) and program(s) of RECIPIENT as specified in the RECIPIENT'S application for RAMP funds and pursuant to Utah Code Ann. § 59-12-701, et. seq., Title 34 Chapter 6 Weber County Code of Ordinances and those policies, applications and standards as established by Weber County and the RAMP Board to administer the distribution of RAMP funds.

B. Funds may not be expended for non-qualifying expenditures as specified in state law and county ordinance.

C. RECIPIENT agrees to submit an Actual Use/Evaluation report detailing how the RAMP Funds were expended. This report will be due June 30, 2020, or within 30 days of the project completion, whichever occurs sooner. The report will be a comprehensive report of all expenditures of RAMP funds. If the project which is the subject of this funding agreement cannot be completed prior to June 30, 2020, RECIPIENT shall

Inner City Playgrounds

request an extension in writing to the Chair of the County Commission with a copy to the Chair of the RAMP Committee specifying the reasons for the delay and requesting an extension to this Agreement. After consulting with the Chair of the RAMP Committee, the County Commission shall either approve an extension to this Agreement or request that the funds be returned to the County in accordance with Section 2.2. Actual Use/Evaluation reports will be submitted every six months during any approved extension period.

D. RECIPIENT agrees to acknowledge RAMP in writing, orally and by using the official RAMP logo on written materials. RECIPIENT will also use other acknowledgments including posting a County approved RAMP sign at RAMP project locations.

E. RECIPIENT shall provide COUNTY with all copies of programs or other printed material acknowledging the COUNTY and the RAMP funding of the program.

F. RECIPIENT agrees to provide COUNTY with press releases and other public relations material designed to promote the RECIPIENT'S programs and projects and crediting the RAMP Funding program.

G. It is understood and agreed that no Funds or proceeds from Funds will be made available to any public officer or employee in violation of the Public Employees Ethics Act, Utah Code Ann. § 67-16-1, et. seq.

H. RECIPIENT agrees to comply with the applicable provisions of the Utah Open and Public Meeting statute UCA § 52-4-1 et. seq., whenever discussing RAMP funding.

SECTION TWO
USE OF FUNDS

2.1 All expenditures of RAMP Funds must be for projects or items set out in the RECIPIENT'S application form(s) attached as Exhibit 1. If the full amount requested in the application form(s) was not granted by the COUNTY, the partial expenditures for items listed on the application form(s) must comply with any RAMP Board modifications outlined in Exhibit 1. At any time that it is discovered by COUNTY that Funds were used by the RECIPIENT for purposes other than those agreed upon within this Agreement, COUNTY will require a return of the entire amount of Funds disbursed to RECIPIENT under this Agreement. COUNTY may also terminate this Agreement and shall be entitled to all rights, claims, and/or causes of action available to COUNTY. Further,

COUNTY may disqualify the RECIPIENT from receiving any Funds from this tax revenue in the future as a result of RECIPIENT'S misuse of prior funds

received.

2.2 If RECIPIENT determines for any reason not to use the RAMP funds specified in its funding application and as approved in this Agreement, during the contract period, RECIPIENT agrees to return such funds to Weber County, including any interest received thereon so that the funds may be reallocated to other projects/events. RECIPIENT shall return such funds (including interest) within fourteen (14) days of RECIPIENT'S determination to not move forward with the approved project/function.

2.3 If RECIPIENT fails to use its RAMP fund award in compliance with this Agreement within the contract period, RECIPIENT agrees to return such funds to Weber County, including any interest received thereon so that the funds may be reallocated to other projects/events. RECIPIENT shall return such funds (including interest) within fourteen (14) days of end of the contract period unless an extension has been granted as specified herein.

SECTION THREE
CONSIDERATION

3.1 Payment of Funds to RECIPIENT and the amounts thereof have been determined, and will be paid, as set forth in Title 34 Chapter 6 of the Weber County Ordinances and according to the policies and procedures established by the RAMP Board. RECIPIENT has been approved for RAMP Funds as follows:

Inner City Playground Enhancements $93,960

SECTION FOUR
EFFECTIVE DATE AND TERM

4.1 This Agreement shall be for a term of fourteen months and shall not be renewable except as specified in Section 1.1C. It is understood that the Funds received by RECIPIENT under this Agreement will be expended and accounted for within one year of the date this Agreement is executed by Weber County.

SECTION FIVE
RECORDS AND AUDIT

5.1 RECIPIENT agrees to maintain detailed and accurate records of the use of all funds that it receives under this Agreement. RECIPIENT further agrees to retain said records and make them available for review by the COUNTY during regular business hours upon the COUNTY'S request. Said records shall be maintained by RECIPIENT for a period of five (5) years from the date of their creation. All records shall be maintained in a manner and form approved by

the Weber County Auditor's Office. The parties hereby stipulate that ownership of all records that are the subject of this paragraph shall rest with RECIPIENT. However, to the extent that such records are deemed by competent legal authority to be records of the COUNTY, COUNTY agrees that its disclosure of said records shall be governed according to the COUNTY'S rights and responsibilities under the Utah Government Records Access and Management Act. UCA 63G-2-101 et. Seq., 1953 as amended. If said records disclose that RECIPIENT is in violation of this Agreement, the COUNTY may make such use and disclosure of said records as it deems appropriate to protect its rights under this Agreement and to protect the public's interest in the proper expenditure of public funds.

5.2 It is the intent of the COUNTY to complete audits of the use of all RAMP funds by RECIPIENT and RECIPIENT agrees to cooperate in that audit and account for the use of funds granted RECIPIENT under this Agreement. RECIPIENT shall work with the COUNTY to complete audits on a semi-annual and annual basis.

SECTION SIX
ASSIGNMENT AND TRANSFER OF FUNDS

6.1 It is understood and agreed that RECIPIENT shall not assign or transfer its rights, interests or claims under this Agreement. The funds provided under this Agreement shall be used exclusively and solely by RECIPIENT for the purposes set forth in this Agreement.

SECTION SEVEN
INDEPENDENT AGENCY

7.1 It is understood and agreed that RECIPIENT'S status in relation to COUNTY is that of an independent agent; and the RECIPIENT'S acts, made through any of RECIPIENT'S officers, agents or employees are made without any suggestion, direction, or management whatsoever by the COUNTY, the COUNTY'S Representatives, or any other of COUNTY'S officers, agents or employees. The Parties agree that the funds provided RECIPIENT under this Agreement do not give COUNTY any authority whatsoever over the manner and method by which RECIPIENT carries out its purposes. However, to the extent that any actions taken by RECIPIENT violate the understanding between the Parties, as expressed in RECIPIENT'S application for funds and in this Agreement, COUNTY shall have the rights provided it under this Agreement to withdraw funding and demand reimbursement of funds previously expended by RECIPIENT.

SECTION EIGHT
INDEMNIFICATION

8.1 RECIPIENT agrees to indemnify, defend and hold harmless the COUNTY, its officers, agents and employees, from and against any and all claims, damages, losses and expenses, including attorney's fees and legal costs, arising out of any and all of RECIPIENT'S officers', agents', or employees' negligent or wrongful acts or failures to act which occur at any time relating to projects undertaken or funds expended pursuant to this Agreement.

8.2 COUNTY agrees to indemnify, defend and save harmless the RECIPIENT, its officers, agents and employees from and against any and all claims, damages, losses and expenses, including attorney's fees and costs, arising out of the negligent or wrongful acts or failure to act by COUNTY, its officers, agents, or employees during COUNTY'S performance under this Agreement.

8.3 COUNTY, as a political subdivision of the State of Utah, and as a government entity as defined in the "Utah Governmental Immunity Act," Title 63G, Chapter 7, U.C.A., 1953 as amended, does not, by the provisions of this paragraph nor any other part of this Agreement, waive any of its rights and responsibilities as set forth in said Utah Governmental Immunity Act including damage caps and all other applicable law.

SECTION NINE
INSURANCE

9.1 RECIPIENT will purchase and maintain, during the life of this Agreement, insurance coverage that will satisfactorily insure RECIPIENT and COUNTY against claims and liabilities that could arise because of the execution of this Agreement. The insurance coverages required are as follows:

A. **General Liability**. Comprehensive general liability insurance (including contractual liability coverage) protecting RECIPIENT and the COUNTY against any and all liability claims that may arise against either of the parties during the parties' relationship engendered by the grant of Funds under this Agreement. Such period of time shall be the term of this Agreement, or if the Funds provided to RECIPIENT under this Agreement have not been fully expended during that time, the period of time for which comprehensive general liability insurance shall be in force to protect the parties shall be extended until such time as all said Funds have been expended. Coverage to be provided under this paragraph shall be for all claims made arising out of either party's actions during the period of time described herein regardless of whether the claim is asserted against either party during said time period. The limits of bodily injury and property damage coverage for said policy or policies of insurance shall be not less than ONE MILLION ($1,000,000) per

occurrence with a TWO MILLION ($2,000,000) general policy aggregate. This policy shall be primary and non contributory to any other policy(ies) or coverage available to County, whether such coverage be primary, contributing, or excess.

B. **Workers' Compensation**. Workers' compensation insurance covering RECIPIENT for any and all claims that may arise against RECIPIENT under the workers' compensation laws of the State of Utah.

C. **Proof of Insurance.** RECIPIENT shall provide proof of all insurances to the COUNTY Representative prior to the execution of this Agreement.

SECTION TEN
MISCELLANEOUS

10.1 **Additional Documents.** The following documents shall be submitted by RECIPIENT to the COUNTY prior to any funds being disbursed to RECIPIENT by the COUNTY, and are incorporated into this Agreement by reference, being made part hereof as exhibits:

A. RECIPIENT'S Application Form with attachments and modifications approved by the RAMP Board -(Exhibit 1)
B. Certificate of Insurance as specified in Section Nine unless otherwise waived.

10.2 **Amendments.** This agreement may be amended in whole or in part at any time by the Parties by a written amendment approved and signed by all Parties in the manner provided by law.

10.3 **Authorization.** The individuals signing this agreement on behalf of the Parties confirm that they are the duly authorized representatives of the Parties and are lawfully enabled to sign this agreement on behalf of the Parties.

10.4 **Captions and Headings.** The captions and headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any sections or provisions of this Agreement.

10.5 **Compliance with Laws.** During the time the RECIPIENT is expending the funds provided by this Agreement, RECIPIENT, its officers, agents and employees agree to comply with all laws, federal, state or local, which apply to its operations; including, but not limited to, laws requiring access to persons with disabilities and non-discrimination against protected groups in admission, hiring and operation.

10.6 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one of the same instrument.

10.7 **County Representative.** COUNTY hereby appoints Shelly Halacy, or her designee, as the COUNTY Representative to assist in the administration of this Agreement and the Funding provided by this Agreement. Said Representative shall ensure performance of this Agreement by RECIPIENT and assist RECIPIENT in obtaining information and access to COUNTY or other government offices, if necessary, for RECIPIENT'S performance of this Agreement. Additionally, said Representative shall monitor and evaluate the performance of this Agreement by RECIPIENT, but shall not assume any supervisory or management role over RECIPIENT or any of RECIPIENT'S officers, agents or employees or in the RECIPIENT'S expenditure of funds provided by this Agreement, other than to enforce COUNTY'S rights and responsibilities under this Agreement.

10.8 **Documents on File.** Executed copies of this Interlocal Agreement shall be placed on file in the office of the Keeper of the Records of each of the Participants and shall remain on file for public inspection during the term of this Interlocal Agreement.

10.9 **Entire Agreement.** This Agreement contains the entire agreement between the Parties, and no statement, promises or inducements made by either party or agents for either party that are not contained in this written agreement shall be binding or valid and this Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.

10.10 **Governing Laws.** It is understood and agreed by the Parties hereto, that this Agreement shall be governed by the laws of the State of Utah and Weber County, both as to interpretation and performance.

10.11 **Interpretation.** The entire agreement among the Parties shall consist of this Agreement and the documents set forth herein. All documents are complementary, and that which is called for by one of them shall be as binding as if called for by all. In the event of an inconsistency between any of the provisions of said documents, the inconsistency shall be resolved by giving precedence first to this Agreement, and then to the other documents. Further, this Agreement shall be interpreted to be consistent with Title 59, Chapter 12, Part 7, U.C.A., 1953, as amended; and Title 34 Chapter 6, Weber County Ordinances, as amended.

10.12 **No Officer or Employee Interest.** It is understood and agreed that no officer or employee of the COUNTY has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. No officer, employee or board member of RECIPIENT or any member of their families

shall serve on a COUNTY board or committee that authorizes funding or payments to RECIPIENT unless the position held is clearly disclosed to the committee or board and the person does not participate in the deliberation or the funding decision.

10.13 **Review by Authorized Attorney.** In accordance with the provisions of Section 11-13-202.5(3), Utah Code, this agreement shall be submitted to the attorney authorized to represent each party for review as to proper form and compliance with applicable law before this agreement may take affect.

10.14 **Termination.** The COUNTY may terminate this Agreement in whole or in part due to the failure of the RECIPIENT to fulfill its contract obligations. Unless otherwise stated in this Agreement, the COUNTY shall terminate by the COUNTY delivering to the RECIPIENT a Notice of Termination specifying the nature, extent and effective date of the termination. Upon receipt of the notice, the RECIPIENT shall immediately deliver to the COUNTY all unused funds previously paid to RECIPIENT under this Agreement. The rights and remedies of the COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

10.15 **Warranties of Participants.** Each Participant hereby represents and warrants that:

A. it is a public agency or public entity within the meaning of the Interlocal Act; and

B. it is duly authorized to execute and deliver this Interlocal Agreement; and

C. there is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened by governmental authorities or others or to which such Participant is a party or to which any of its property is subject which if determined adversely to such Participant would individually or in the aggregate a) effect the validity or enforceability of this Interlocal Agreement, or b) otherwise materially adversely effect the ability of such Participant to comply with its obligations hereunder or the transactions contemplated hereby.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year recited above.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

Scott Jenkins

By_____
Scott Jenkins, Chair

Commissioner Froerer voted _____
Commissioner Harvey voted _____
Commissioner Jenkins voted _____

ATTEST:

_____
Ricky Hatch, CPA
Weber County Clerk/Auditor

RECIPIENT

By: _____

Title: _____

ATTEST:

Lee Ann Peterson
Chief Deputy Recorder

OGDEN CITY, UTAH
CORPORATE SEAL