**CHARITABLE DONATION AGREEMENT BETWEEN WEBER COUNTY AND THE FRIENDS OF THE WEBER-MORGAN CHILDREN’S JUSTICE CENTER FOR THE FUNDING OF A NEW CHILDREN’S JUSTICE CENTER**

This agreement (the “***Agreement***”) is entered into effective as of 25 April 2024 (the “***Effective Date***”), by and between Weber County, a body politic and corporate and political subdivision of the State of Utah (the “***County***”), and The Friends of the Weber-Morgan Children’s Justice Center (“***Friends Board***”), a non-profit organized under the provisions of Section 501(c)(3) of the Internal Revenue Code (“***Friends Board***” and together with the County, each a “***Party***” and collectively, the “***Parties***”).

**RECITALS**

 **WHEREAS,** the State of Utah, pursuant to Utah Code Ann. 67-5b-101 et seq., has established the Children’s Justice Center Program to provide a comprehensive, multidisciplinary, intergovernmental response and services to victims of child abuse; and

 **WHEREAS,** the Weber-Morgan Children’s Justice Center (“***CJC***”) was established to not only provide a neutral, child-friendly program where interviews are conducted and services are provided to facilitate the effective and appropriate disposition of child abuse cases, but to establish and maintain a multidisciplinary team to aid in the delivery of as many services as possible to child abuse victims and their families; and

 **WHEREAS,** the CJC is a community resource that benefits all residents in Weber County and Morgan County; and

 **WHEREAS,** the demand for CJC services has steadily increased over the years to a point where it is no longer feasible to do so at its current location; and

 **WHEREAS,** the Friends Board is a non-profit organization created to support the CJC by providing resources to create a child-friendly, comfortable environment to reduce victim trauma during child-abuse investigations; and

 **WHEREAS,** the Friends Board has owned and maintained the current CJC for many years; and

 **WHEREAS,** it is impractical and cost-prohibitive to remodel and expand services at its current CJC, making it necessary to construct a new facility; and

 **WHEREAS,** the County, Friends Board, municipalities, and various community stakeholders have come together in an effort to fund the construction of a new, centrally-located CJC capable of providing these services well into the future; and

 **WHEREAS,** a parcel of land currently owned by the Ogden School District located at 1845 Jackson Avenue, in Ogden, Utah, has been selected as a suitable site for the construction of a new CJC; and

 **WHEREAS**, the County and Ogden City have agreed to rezone the property to specifically allow the new CJC to be constructed and to operate on the parcel; and

 **WHEREAS,** the County and the Friends Board desire to work together in contributing funds toward theconstruction and maintenance costs of the new CJC;

 **NOW, THEREFORE,** in consideration of the mutual covenants contained herein, the Parties agree as follows:

**SECTION ONE**

**PURPOSE AND SCOPE**

1. The purpose of this Agreement is to establish a process by which funds donated by the Friends Board will be received, held in trust, and dispersed.
2. The County will commit approximately $4,000,000 toward the construction of the new CJC building (the “***New Building***”).
3. The Friends Board agrees to sell the current CJC building (the “***Current Building***”) and deposit the Net Sale Proceeds with the Weber County Treasurer within 30 days of the date the Current Building is sold to a third party. For the purposes of this Agreement, “***Net Sale Proceeds***” means the gross proceeds the Friends Board receives from the sale of the Current Building less (i) any real estate agent or broker commissions and/or fees, (ii) any listing fees, (iii) any repair or maintenance costs incurred in preparing the Current Building for sale, (iv) any taxes relating to the sale of the Current Building, and (v) any and all other costs and expenses related to the sale of the Current Building.
4. The Friends Board agrees to communicate the timeline of the listing and sale of the Current Building to the County.
5. The Friends Board will deposit the Net Sale Proceeds with the Weber County Treasurer upon completion of the construction of the New Building and the obtainment of all required approvals relating thereto, including, but not limited to, a certificate of occupancy. The date the construction of the New Building is complete and all applicable government approvals have been obtained is hereinafter referred to as the “***Completion Date***”).
6. The Escrow Agent will release the Net Sale Proceeds to the County upon the County and the Friends Board executing a lease for the CJC in a portion of the New Building (the “***New Building Lease***”).
7. If the County and the Friends Board have not agreed to the terms of the New Building Lease and executed the same within six months of the Completion Date, then the Escrow Agent will refund the Net Sale Proceeds to the Friends Board with no further action required by either Party and thereafter neither Party will have any remaining obligations or rights under this Agreement.
8. The County hereby represents and warrants that (i) all of the Net Sales Proceeds will be exclusively used for the construction and operating costs of the New Building, (ii) the construction of the New Building will be in compliance with all applicable laws and regulations, (iii) the New Building will be operated in compliance with the terms of the New Building Lease and all applicable laws and regulations, and (iv) it will provide any and all records related to the County’s use of the Net Sale Proceeds upon the request of the Friends Board.
9. Remaining construction costs for the New Building will be funded by contributions from municipalities, the State of Utah, and donations from various community stakeholders.
10. If the CJC, for any reason or no reason, is no longer utilizing all or any portion of the New Building at any time during the period beginning on the commencement date of the New Building Lease (the “***Lease Commencement Date***”) and ending on the date that is ten years thereafter, then the County agrees that it will refund the Friends Board an amount equal to the Net Sale Proceeds multiplied by a fraction, the numerator of which is the number of months that have passed since the Lease Commencement Date and the denominator of which is 120 (the “***Pro-Rata Payment***”). The County will pay the Pro-Rata Payment to the Friends Board within ninety (90) days of the Friends Board’s request for the same.

**SECTION TWO**

**TERM OF AGREEMENT**

1. The term of this Agreement begins on the date it is fully executed by both Parties and will remain in effect until the expiration of the New Building Lease unless sooner terminated pursuant to this Agreement. Any provision of this Agreement that should survive the expiration or termination of this Agreement in order to give proper effect to its intent shall survive such expiration or termination.

**SECTION THREE**

**RECORDS**

1. All records created or received by the County in accordance with this Agreement shall be records of the County. The County agrees to keep all records in a manner approved by the County Auditor and agrees that said records shall be open for examination by the Friends Board at any reasonable time. The County shall retain records associated with the project for a period required by state or federal law, whichever is greater.

**SECTION FOUR**

**INDEMNIFICATION**

1. County agrees to indemnify and hold Friends Board and its agents, officials, and employees harmless from and against any and all suits, claims, and proceedings for any and all loss, damages, injury, or liability arising out of the actions, omissions, or other alleged wrongdoing of the County in its provision of services pursuant to the terms of this Agreement. The provisions of this paragraph shall survive termination of this Agreement.
2. The Friends Board agrees to indemnify and hold the County and its agents, officials, and employees harmless from and against any and all suits, claims, and proceedings for any and all loss, damages, injury, or liability arising out of the actions, omissions, or other alleged wrongdoing of the Friends Board during the term of the New Building Lease. The provisions of this paragraph shall survive termination of this Agreement.
3. Notwithstanding the foregoing, the County is a governmental entity under the Governmental Immunity Act of Utah (Utah Code § 63G-7-101, *et seq.*) (“***Governmental Immunity Act***”). The County does not waive any defenses or limitations of liability otherwise available under the Governmental Immunity Act, and maintains all privileges, immunities, and other rights granted by the Governmental Immunity Act.

**SECTION FIVE**

**MISCELLANEOUS**

1. Amendment. This Agreement shall not be modified or amended except in writing, which shall be signed by duly authorized representatives of the County and the Friends Board.
2. Further Assurance. Each of the Parties agrees to cooperate in good faith with the other to execute and deliver such further documents, to adopt any resolutions, to take any other official action and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

1. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court or as a result of future legislative action, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement. In lieu of such illegal, invalid or unenforceable provision, the Parties shall use commercially reasonable efforts to negotiate in good faith to insert a substitute, legal, valid, and enforceable provision that most nearly reflects the Parties’ intent in entering into this Agreement.
2. Governing Law. This Agreement is made and entered into subject to the provisions of the laws of the State of Utah, which laws shall control the enforcement of this Agreement. The Parties also recognize that certain federal laws may be applicable. In the event of any conflict between the terms of this Agreement and any applicable state or federal law, the state or federal law shall control.
3. Headings. The section headings of this Agreement are for the purposes of reference only and shall not limit or define the meaning thereof.
4. Counterparts. This Agreement may be executed in any number of counterparts, all of which together shall serve as one agreement. Electronic signatures to this Agreement shall be considered original signatures for all purposes.
5. Entire Agreement. This Agreement fully and completely expresses the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior oral agreements, commitments or understandings with respect to the matters provided for herein. No other or additional terms or conditions are made a part of this Agreement unless mutually agreed to in writing by the Parties.

[*Signatures Page Follows*]

**IN WITNESS WHEREOF**, the Parties have entered into this Agreement effective as of the Effective Date.

**BOARD OF COUNTY COMMISSIONERS**

**OF WEBER COUNTY**

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Gage Froerer, Chair

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ATTEST:

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Weber County Clerk/Auditor

**FRIENDS OF THE WEBER-MORGAN CHILDREN’S JUSTICE CENTER**

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Mylynn Felt, Chair

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_