

RESOLUTION NO. _____

RESOLUTION APPROVING AN AMENDMENT TO AN INTERLOCAL AGREEMENT FOR THE AIRPORT COMMUNITY REINVESTMENT PROJECT AREA

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953 as amended, permits governmental units to enter into agreements with one another for the purpose of exercising on a joint or cooperative basis powers and privileges that will benefit their citizens and make the most efficient use of their resources; and

WHEREAS, the interlocal agreement previously executed between Weber County and the Ogden City Redevelopment Agency (“Agency”) regarding the Airport Community Reinvestment Project Area Plan, attached hereto as **Exhibit A**, allows for modification of any provision contained therein upon signed, written consent of Weber County and the Agency; and

WHEREAS, Weber County and the Agency have negotiated a modification to the previously executed interlocal agreement, attached hereto as **Exhibit B**, for the purpose of providing funding for the Airport Community Reinvestment Project Area Plan using tax increment; and

WHEREAS, Weber County and the Agency find that mutual benefit and cost effective government can be achieved through this Interlocal Agreement for services entailed in the Interlocal Agreement;

NOW THEREFORE, the Board of County Commissioners of Weber County hereby resolves to approve and adopt the amended Interlocal Agreement, and the Board hereby directs the Chair of the Board to execute the amended Interlocal Agreement for and on behalf of Weber County.

DATED this ____ day of _____, 2025.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
Sharon Bolos, Chair

Commissioner Froerer voted _____
Commissioner Harvey voted _____
Commissioner Bolos voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

EXHIBIT A
(Original Interlocal Agreement)

RESOLUTION NO. 28-2021

**RESOLUTION APPROVING AN INTERLOCAL AGREEMENT
FOR THE AIRPORT COMMUNITY REINVESTMENT PROJECT AREA**

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953 as amended, permits governmental units to enter into agreements with one another for the purpose of exercising on a joint and cooperative basis powers and privileges that will benefit their citizens and make the most efficient use of their resources; and

WHEREAS, Weber County and the Ogden City Redevelopment Agency have negotiated an Interlocal Agreement for the purpose of providing funding for the Airport Community Reinvestment Project Area Plan, using tax increment;

WHEREAS, this passing of this resolution was dependent upon the Ogden City Redevelopment Agency dissolving its expired and outstanding project areas, and the Ogden City Redevelopment Agency has satisfied this condition.

NOW THEREFORE, the Board of County Commissioners of Weber County hereby resolves to enter into the attached Interlocal Agreement with the Ogden City Redevelopment Agency for the purposes authorized in the Interlocal Agreement, and the Interlocal Agreement is hereby approved. The Chair of the Board of County Commissioners of Weber County is authorized and directed to execute the Interlocal Agreement for and on behalf of Weber County.

DATED this 21st day of September, 2021.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By Jim Harvey
James H. "Jim" Harvey, Chair

Commissioner Harvey voted
Commissioner Ebert voted
Commissioner Jenkins voted

Aye
Aye
Aye

ATTEST:

Ricky Hatch
Ricky Hatch, CPA
Weber County Clerk/Auditor

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into this 21st day of July, 2021 ("Contract Date"), by and between the **OGDEN CITY REDEVELOPMENT AGENCY**, a redevelopment agency created under the laws of the state of Utah ("Agency"), and **WEBER COUNTY**, a political subdivision within the state of Utah ("County"). Agency and County are referred to herein as the "Parties" and sometimes individually as a "Party."

RECITALS:

A. The Agency was created and organized pursuant to the provisions of the Utah Neighborhood Development Act, Utah Code Annotated § 17A-2-1201 et seq. (2000), and continues to operate under the provisions of its extant successor statute, the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, as found in UTAH CODE ANN. §17C-1-101 et seq. (the "Act"), and is authorized and empowered thereby to undertake various activities and actions pursuant thereto;

B. The Agency, together with key stakeholders, has a desire and a mission to bring about purposeful and significant community development activities and to assist in the development of certain key properties and projects, the result of which will advance the policies, goals and objectives of the Ogden City's general plan, preserve and maintain the natural environment desired by the citizens of the community, contribute to capital improvements which substantially benefit Ogden City and County, create economic benefits to the immediate area, and improve the public health, safety and welfare of its citizens;

C. In or about July 2020, the Agency will have thoroughly reviewed the Airport Community Reinvestment Project Area Plan ("Plan") and Budget ("Budget") and it is anticipated that the Agency Board will approve the Plan and adopt the Budget on or around August, 2021. The Plan and Budget will govern the development within the Airport Community Reinvestment Project Area ("Project Area"), which is more fully described in Exhibit A – Airport CRA Plan and Budget attached hereto;

D. Pursuant to certain interlocal agreements with taxing entities, the Act authorizes funding of community reinvestment project areas and plans, such as the Project Area and related Plan, with real and personal property tax increment;

E. UTAH CODE ANN. § 11-13-215 (2003) authorizes a taxing entity to share its tax and other revenues with other governmental agencies;

F. The Agency is willing to use tax increment from the Project Area, and the County is willing to consent to the Agency's use of tax increment from the Project Area, to fund the Project Area and Plan;

G. For the purpose of providing funds to carry out the purposes and activities set forth in the Plan, the County consents to the Agency receiving certain tax increment from the Project Area in accordance with the terms of this Agreement; and

H. This Agreement is made pursuant to the provisions of the Interlocal Cooperation Act, UTAH CODE ANN. §11-13-101, *et seq.*, (the "Cooperation Act").

NOW, THEREFORE, for the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party hereto, the Parties hereby agree as follows:

1. **Recitals.** The above recitals are incorporated herein by reference and made a part hereof.
2. **Base Taxable Value.** After combining the Weber County assessed values of all real and personal property within the Project Area for the base year 2020, and pursuant to §17C-1-102(8) of the Act, the Parties agree that the base taxable value for all such properties within the Project Area shall be \$211,920,205 regardless of the Tax Increment Commencement Date as defined below ("Base Taxable Value").
3. **Weber County Payment of Tax Increment to Agency.** Pursuant Section 17C-5-204 of the Act and Sections 11-13-202.5 and 11-13-215 of the Cooperation Act, the County hereby agrees and consents that for twenty-five (25) consecutive tax years ("Tax Increment Period"), the Agency shall collect from Weber County 90% of the County's tax increment generated from the County's General Operations local levy within the Project Area during the Tax Increment Period for the purpose of providing funds to the Agency to carry out the Plan. The Parties understand and agree that payment for the last year of Tax Increment will be paid to the Agency in the year following the Tax increment Termination Date. The County consents to Agency's use of, for administrative purposes, 5% of the County's Tax Increment the Agency collects from the Project Area for the duration of the Tax Increment Period. The County further consents to Agency's use of, for housing purposes outlined in the Act, 20% of the County's Tax Increment the Agency collects from the Project Area for the duration of the Tax Increment Period. In accordance with 17C-5-204(6)(d) of the Act, the County shall not proportionally reduce the agreed-upon amount of the tax increment paid to the Agency under this Agreement by the amount of any direct expenditures the County makes within the Project Area for the benefit of the Project Area or the Agency.
4. **Commencement and Termination of the Tax Increment Period.** The Tax Increment Period will begin on the first day of January in the year for which the Agency accepts its first Tax Increment payment from the Project Area, or January 1, 2023, whichever date is earlier ("Tax Increment Commencement Date"). The year of receipt of the first Tax Increment payment will not affect or determine the Tax Increment Commencement Date. The Parties are aware that Tax Increment payments are paid during the year following the year in which Tax Increment is generated or accrued. The Tax Increment Period will end on the 31st day of December preceding the twenty-fifth (25th) anniversary of the Tax Increment Commencement Date ("Tax Increment Termination Date"). The County's Tax Increment generated from the Project Area after the Tax Increment Termination Date or after the maximum increment specified in Section 5 is paid to the Agency, whichever occurs first, shall be paid to the County.

5. **Maximum Payment of Tax Increment.** The total payments made to the Agency from the County's Tax Increment generated from the Project Area during the Tax Increment Period shall not exceed \$17,000,000.

6. **Approval of Plan and Adoption of Budget.** If the Agency Board fails to approve the Plan or adopt the Budget, in the form as attached hereto, or if Ogden City Council fails to adopt by ordinance the Plan, in the form as attached hereto, then this Agreement shall be void. If the Agency approves a plan or adopts a budget with changes or variations from the Plan and Budget attached hereto, then the County will have the opportunity to approve such changes or variations before this Agreement will be binding upon the Parties. This Interlocal Agreement shall be void if the County does not approve such changes or variations.

7. **Interlocal Cooperation Act.** In accordance with the requirements of the Cooperation Act, the Parties agree as follows:

- a. This Agreement shall be authorized by a resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;
- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with Section 11-13-202.5 of the Cooperation Act;
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;
- d. The Executive Director of the Agency is hereby designated as the administrator to administer all joint or cooperative undertaking pursuant to Section 11-13-207 of the Cooperation Act;
- e. The term of this Agreement shall commence on the Effective Date as defined below and shall continue for 180 days after the Tax Increment Termination Date, or the date on which the last payment of Tax Increment of the County is paid to the Agency, whichever date occurs first.
- f. This Agreement may be terminated before the end of the Tax Increment Termination Date by mutual written agreement of the Parties. If Ogden City School District, Ogden City, or Central Weber Sewer District do not agree to contribute a portion of their tax increment funding to the Plan in accordance with the Budget, or if any one of them otherwise fail to participate in the Plan, then the County may terminate this agreement in writing anytime thereafter without penalty.
- g. The Agency will be responsible for budgeting all required funding for the Plan and the County will be responsible for budgeting its activities.

8. **Publication of Notice.** Immediately after execution of this Agreement by the Parties, each of the Parties shall cause to be published a notice regarding this Agreement and the Party's

resolution authorizing this Agreement, as provided and allowed pursuant to Section 11-13- 219 of the Cooperation Act. The County agrees that the Agency may cause such publication of notice be made on the County's behalf and at the Agency's expense in a joint publication.

9. **No Third-Party Beneficiary.** Nothing in this Agreement shall be deemed or considered to create any obligation in favor of or rights in any person or entity not a party to this Agreement. No person or entity is an intended third-party beneficiary of this Agreement. Any obligation of the Agency to make any payments to a developer, business or any person or entity is to be set forth in written agreements between the Agency and the person or entity, in accordance with terms and requirements satisfactory to the Agency.

10. **Due Diligence.** Each of the Parties acknowledges for itself that it has performed its own review, investigation and due diligence regarding the relevant facts concerning the Project Area and Plan and the expected benefits to the community and to the Parties, and each of the Parties relies on its own understanding of the relevant facts and information, after having completed its own due diligence and investigation.

11. **Modification.** A modification of, or amendment to, any provision contained in this Agreement shall be effective only if the modification or amendment is in writing and signed by the Parties after proper approval of the modification or amendment as required by law. Any oral representation or modification concerning this Agreement shall not be binding upon the Parties, or any one of them.

12. **Further Documents and Acts.** Each of the Parties hereto agrees to cooperate in good faith with the other to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the intent and transactions contemplated under this Agreement.

13. **Entire Agreement.** This Agreement and its exhibits constitute the entire agreement between the Parties pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the Parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

14. **Governing Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the state of Utah.

15. **Effective Date.** Pursuant to Section 17C-5-204 of the Act, this Agreement shall become effective upon publication of the notice as required by the Act.

16. **Disputes.** In the event a dispute arises between the Parties with respect to the terms of this Agreement, or the performance of any contractual obligations by one or both Parties, the Parties agree to submit the matter to formal and confidential non-binding mediation before any judicial action may be initiated, unless an immediate court order is needed or a statute of limitations period will run before mediation can be reasonably completed. A mediator will be selected by mutual agreement of the parties. The parties must mediate in good faith to resolve the dispute in a timely manner. Each party will be responsible for its own costs and one-half of the cost of the mediator. The place of mediation shall be Weber County, Utah.

17. **Assignment.** No Party may assign any rights, duties, or obligations under this Agreement without the prior written consent of all Parties hereto.

18. **Counterparts and Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

19. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby,


- a. such holding or action shall be strictly construed;
- b. such provision shall be fully severable;
- c. this Agreement shall be construed and enforced as if such provision had never comprised a part hereof;
- d. 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; and
- e. in lieu of such illegal, invalid, or unenforceable provision, the Parties hereto shall use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid, and enforceable provision that most nearly effects the Parties' intent in entering into this Agreement.

SIGNATURES ON FOLLOWING PAGE

ENTERED into as of the Contract Date written above.

AGENCY:

OGDEN CITY REDEVELOPMENT AGENCY,
a body politic and political subdivision of the state of Utah

By: 
Michael P. Caldwell
Executive Director

ATTEST:


Agency Secretary - *Chief Deputy Recorder*



APPROVED AS TO FORM:


Agency Attorney

COUNTY:

WEBER COUNTY,

By: 
Commission Chair

ATTEST: 
County Recorder/Clerk

APPROVED AS TO FORM:


County Attorney

**EXHIBIT A to
Interlocal Agreement**

Airport CRA Plan and Budget

EXHIBIT B
(Amended Interlocal Agreement)

INTERLOCAL AGREEMENT

(Weber County)

THIS INTERLOCAL AGREEMENT (“**Agreement**”) is made and entered into this _____ day of January 2025 (“**Contract Date**”), by and between the **OGDEN CITY REDEVELOPMENT AGENCY**, a redevelopment agency created under the laws of the state of Utah (“**Agency**”) and **WEBER COUNTY**, a political subdivision within the state of Utah (“**County**”). Agency and County are referred to herein as the “**Parties**” and sometimes individually as “**Party**.”

RECITALS:

A. The Agency was created and organized pursuant to the provisions of the Utah Neighborhood Development Act, Utah Code Annotated §17A-2-1201 et seq. (2000), and continues to operate under the provisions of its extant successor statute, the Limited Purpose Local Government Entities – Community Reinvestment Agency Act, as found in Utah Code Annotated §17C-1-101 et seq. (the “**Act**”), and is authorized and empowered thereby to undertake various activities and actions pursuant thereto;

B. The Agency, together with key stakeholders, has a desire and a mission to bring about purposeful and significant community development activities and to assist in the development of certain key properties and projects, the result of which will advance the policies, goals and objectives of the Ogden City’s general plan, preserve and maintain the natural environment desired by the citizens of the community, contribute to capital improvements which substantially benefit Ogden City and County, create economic benefits to the immediate area, and improve the public health, safety and welfare of its citizens;

C. On or around June 6, 2023, the Agency Board approved and adopted the Airport Community Reinvestment Project Area Plan (“**Plan**”) and Budget (“**Budget**”). The Plan and Budget will govern the development within the Airport Community Reinvestment Project Area (“**Project Area**”), which is more fully described in **Exhibit A – Airport CRA Plan and Budget** attached hereto;

D. Pursuant to certain interlocal agreements with taxing entities, the Act authorizes funding of community reinvestment project areas and plans, such as the Project Area and related Plan, with real and personal property tax increment;

E. The Act and the Interlocal Cooperation Act, Utah Code Annotated §11-13-101, et seq., (the “**Cooperation Act**”) authorize a taxing entity to share its tax and other revenues with other governmental agencies;

F. The Agency is willing to use tax increment from the Project Area, and the County is willing to consent to the Agency's use of tax increment from the Project Area, to fund the Project Area and Plan;

G. For the purpose of providing funds to carry out the purposes and activities set forth in the Plan, the County consents to the Agency receiving certain tax increment from the Project Area in accordance with the terms of this Agreement; and

H. This Agreement is made pursuant to the provisions of the Act and the Cooperation Act.

NOW, THEREFORE, for the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party hereto, the Parties hereby agree as follows:

1. **Recitals.** The above recitals are incorporated herein by reference and made a part hereof.

2. **Additional Tax Revenue.** The County has determined that significant additional Tax Increment will likely be generated by the development of the Project Area as described in further detail in the Plan and Budget. Each of the parties acknowledge, however, that the development activity required for the generation of the Tax Increment is not likely to occur within the foreseeable future or to the degree possible or desired without Tax Increment participation in order to induce and encourage such development activity.

3. **Offset of Development Costs and Expenses.** The County has determined that it is in the best interests of its constituents to pay specified portions of its portion of Tax Increment to the Agency in order for the Agency to offset costs and expenses which will be incurred by the Agency or participants in the Project Area development related to infrastructure improvements to the extent permitted by the Act, the Plan, and the Budget, each as adopted and amended from time to time.

4. **Base Taxable Value.** After combining the Weber County assessed values of all real and personal property within the Project Area for the base year 2020, and pursuant to §17C-4-102(8) of the Act, the Parties agree that the base taxable value for all such properties within the Project Area is \$211,920,205 regardless of the Tax Increment Commencement Date as defined below ("**Base Taxable Value**").

5. **County Payment of Tax Increment to Agency.** Pursuant Section 17C-5-204 of the Act and Sections 11-13-202.5 and 11-13-215 of the Cooperation Act, the County hereby agrees and consents that following the Tax Increment Commencement Date and until the year 2047 ("**Tax Increment Period**"), the County authorizes the Weber County Treasurer to pay 75% of the County's Tax Increment generated from the County's local levy within the Project Area

during the Tax Increment Period for the purpose of providing funds to the Agency to carry out the Plan. The County's local levy shall include the following tax entities: 001-Weber County General Fund, 002-Weber County GO Bond Fund, 003-Library, 038-Weber / Morgan Health, 041-Weber County Judgment Levy, 055-Paramedic Fund, and 146-Weber County Flood Control. The Parties understand and agree that payment for the last year of Tax Increment will be paid to the Agency in the year following the Tax increment Termination Date. The County consents to the Agency's use of, for administrative purposes, 5% of the County's Tax Increment paid to the Agency from the Project Area for the full Tax Increment Period. The County further consents to Agency's use of, for housing purposes outlined in the Act, 20% of the County's Tax Increment paid to the Agency from the Project Area for the full Tax Increment Period. The County shall not proportionally reduce the agreed-upon amount of the tax increment paid to the Agency under this Agreement by the amount of any direct expenditures the County makes within the Project Area for the benefit of the Project Area or the Agency. The Agency agrees that Tax Increment generated from the County shall be used for infrastructure and related improvements (including for the repayment of bonds which financed infrastructure and related improvements). No later than December 31st of each year, the Agency's manager shall provide the County an itemized list detailing the infrastructure that was financed by the Tax Increment during the year.

6. **Commencement and Termination of the Tax Increment Period.** The Tax Increment Period begins on the first day of January in the year during which the Agency delivers notice to the County that the Agency desires to commence the Tax Increment Period with respect to the Project Area, or January 1, 2026, whichever date is earlier ("**Tax Increment Commencement Date**"). The year of receipt of the first Tax Increment payment will not affect or determine the Tax Increment Commencement Date. The Parties are aware that Tax Increment payments are paid during the year following the year in which Tax Increment is generated or accrued. The Tax Increment Period will end on the 31st day of December preceding the year 2047 ("**Tax Increment Termination Date**"). The County's Tax Increment first generated from the Project Area after the Tax Increment Termination Date or after the maximum increment specified in Section 7 is paid to the Agency, whichever occurs first, shall be paid to the County.

7. **Maximum Payment of Tax Increment.** The total payments made to the Agency from the County's Tax Increment generated from the Project Area during the Tax Increment Period shall not exceed \$17,000,000.

8. **Property Tax Increase.** This Agreement provides for the payment of the increase in real and personal property taxes collected from the Project Area by the County acting as the tax collection agency for the County. Centrally assessed property taxes are expressly excluded from the County's Tax Increment and shall not be received by the Agency under this Agreement. Without limiting the foregoing, this Agreement includes Tax Increment resulting from an increase in the tax/levy rate of the County, which is hereby expressly approved as being included in Tax Increment as required by Section 17C-1-407 of the Act. It is expressly understood that the property taxes which are the subject of this Agreement are only those property taxes actually collected by the County from the Project Area.

9. **Interlocal Cooperation Act.** In accordance with the requirements of the Cooperation Act, the Parties agree as follows:

- a. This Agreement shall be authorized by a resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;
- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with Section 11-13-202.5 of the Cooperation Act;
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;
- d. The Executive Director of the Agency is hereby designated as the administrator to administer all joint or cooperative undertakings pursuant to Section 11-13-207 of the Cooperation Act;
- e. The term of this Agreement shall commence on the Effective Date as defined below and shall continue for 180 days after the Tax Increment Termination Date, or the date on which the last payment of Tax Increment of the County is paid to the Agency, whichever date occurs first.
- f. This Agreement may be terminated before the end of the Tax Increment Termination Date by mutual written agreement of the Parties.
- g. The Agency will be responsible for budgeting all required funding for the Plan and the County will be responsible for budgeting its activities.

10. **Publication of Notice.** Immediately after execution of this Agreement by the Parties, each of the Parties shall cause to be published a notice regarding this Agreement and the Party's resolution authorizing this Agreement, as provided and allowed pursuant to Section 11-13-219 of the Cooperation Act. The County agrees that the Agency may cause such publication of notice be made on the County's behalf and at the Agency's expense in a joint publication.

11. **No Third-Party Beneficiary.** Nothing in this Agreement shall be deemed or considered to create any obligation in favor of or rights in any person or entity not a party to this Agreement. No person or entity is an intended third-party beneficiary of this Agreement. Any obligation of the Agency to make any payments to a developer, business or any person or entity is to be set forth in written agreements between the Agency and the person or entity, in accordance with terms and requirements satisfactory to the Agency.

12. **Due Diligence.** Each of the Parties acknowledges for itself that it has performed its own review, investigation and due diligence regarding the relevant facts concerning the Project Area, Plan and Budget and the expected benefits to the community and to the Parties, and each of

the Parties relies on its own understanding of the relevant facts and information, after having completed its own due diligence and investigation.

13. **Modification.** A modification of, or amendment to, any provision contained in this Agreement shall be effective only if the modification or amendment is in writing and signed by the Parties after proper approval of the modification or amendment as required by law. Any oral representation or modification concerning this Agreement shall not be binding upon the Parties, or any one of them.

14. **Further Documents and Acts.** Each of the Parties hereto agrees to cooperate in good faith with the other to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the intent and transactions contemplated under this Agreement.

15. **Entire Agreement.** This Agreement and its exhibits constitute the entire agreement between the Parties pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the Parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

16. **Declaration of Invalidity.** In the event that a court of competent jurisdiction declares that the County cannot pay and/or that the Agency cannot receive payments of the Tax Increment, declares that the Agency cannot pay the Tax Increment to developers, or takes any other action which has the effect of eliminating or reducing the payments of Tax Increment received by the Agency, the Agency's obligation to pay the Tax Increment to developers shall be reduced or eliminated accordingly. However, the Agency and the County shall take such steps as are reasonably required to not permit the payment and/or receipt of the Tax Increment to be declared invalid.

17. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

18. **Waivers.** No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

19. **Assignment.** No party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all parties. Notwithstanding the foregoing, such consent shall not be unreasonably withheld or delayed so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assigned.

20. **Governing Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

21. Effective Date. Pursuant to Sections 17C-5-204 and 17C-5-205 of the Act, this Agreement shall become effective upon completion of the 30-day notice as required by the Act.

SIGNATURES ON FOLLOWING PAGE

ENTERED into as of the Contract Date written above.

AGENCY:

OGDEN CITY REDEVELOPMENT AGENCY,
A body politic and political subdivision of the State of Utah

By: _____
Executive Director

ATTEST:

Agency Secretary

APPROVED AS TO FORM:

Agency Attorney

COUNTY:

WEBER COUNTY,

By: _____
Sharon Bolos, Commission Chair

ATTEST:

Ricky Hatch CPA, County Clerk/Auditor

APPROVED AS TO FORM:

Deputy County Attorney

Exhibit A
(Airport CRA Plan and Budget)