

**AGREEMENT BETWEEN WEBER COUNTY AND WEBER HOUSING AUTHORITY
FOR PAYMENT TOWARD CONSTRUCTION COSTS**

This agreement is entered into between WEBER COUNTY (“County”), a political subdivision of the State of Utah, located at 2380 Washington Blvd., Ogden, Utah, 84401, and WEBER HOUSING AUTHORITY (“Housing Authority”), a public body corporate and politic of the State of Utah, located at 237 26th Street, #E220, Ogden, Utah, 84401. The agreement shall take effect as soon as both parties have signed it.

RECITALS

1. The County has space on the first floor of its main government building, the Weber Center, that is currently unoccupied except for equipment storage. It comprises an area east of, and adjacent to, the space currently used by the Weber Public Defender Group.
2. A portion of the area (approximately 1,676 sq. ft.) described in the previous paragraph will be available as leased office space if certain improvements are made, including the construction of walls, an entrance from the main first floor common area, and other standard office amenities and features. That portion will be known in this agreement as “the Available Space.”
3. The Housing Authority has inspected the Available Space and would like to lease it for use as office space.
4. The County is willing to make the improvements necessary to prepare the Available Space for leasing by the Housing Authority, if the Housing Authority contributes to the construction costs.
5. The Housing Authority has reviewed plans for improvements to the Available Space and desires to contribute to the construction costs that will prepare it for leasing.

NOW THEREFORE, the Housing Authority and the County agree as follows:

AGREEMENT

1. WORK TO BE PERFORMED BY THE COUNTY
 - a. The County will construct, or cause to be constructed, the following improvements to the Available Space (the “Work”):
 - i. A dedicated “storefront”-type entryway from the main first floor common area, near the elevators.
 - ii. A small lobby/waiting area.
 - iii. Five personal offices.

- iv. One medium size conference room (approximately 216 sq. ft.).
- v. One small storage room (approximately 74 sq. ft.).
- b. The County will ensure that the Work is completed to standards comparable to other office spaces in the Weber Center, and with generally comparable amenities and features.
- c. The County may subcontract the Work at its sole option.

2. TIME SCHEDULE

- a. The County intends to have the Work substantially completed, so that the Available Space is ready for occupancy, by December 22, 2025.
- b. In recognition of the possibility of unforeseen circumstances beyond the County's control, the parties agree that the County will not be liable to the Housing Authority for damages due to delay or failure to complete the Work by any particular time.

3. GOOD FAITH LEASE NEGOTIATIONS

- a. As part of the consideration for the Housing Authority's payment under this agreement, the County agrees to negotiate in good faith for a lease, under which the Housing Authority will lease the Available Space from the County.

4. COMPENSATION

- a. The Housing Authority shall pay \$50,000.00 toward the cost of the Work.
- b. The Housing Authority shall pay the \$50,000.00 to the County on or before December 31, 2025. Payments may be made in a lump sum or in installments, at the Housing Authority's discretion.
- c. The Housing Authority's payment of the \$50,000.00 is contingent upon the approval and execution of a lease agreement between the parties. If no lease agreement is approved and executed, the Housing Authority shall have no obligations, and this agreement is void.

5. DEFAULT AND REMEDIES

- a. If either party defaults on its obligations under this agreement, the non-defaulting party may terminate the agreement for cause, by delivering to the other party a notice of termination explaining the reason for the termination and its effective date.
- b. In the event of disputes that cannot be resolved informally, the parties may agree on any desired dispute resolution procedure. If they are unable to agree on an

alternative dispute resolution procedure, either party may initiate litigation. In any litigation or other dispute resolution proceeding, each party shall be responsible for its own attorneys' fees, expert witness fees, and other expenses incurred in such litigation or proceeding.

- c. This agreement shall be governed by the laws of the state of Utah. Venue for any legal action shall be in the state or federal courts covering Weber County, Utah.

6. TERM OF AGREEMENT

- a. Unless terminated earlier as provided herein, and except as provided in paragraph 6.b., this agreement shall remain in effect until the Work is complete, all required payments have been made by the Housing Authority, and the parties have entered into good faith lease negotiations with each other.
- b. All provisions related to the liability of the parties shall continue in force until all applicable statutes of limitations have run and until all legal proceedings arising out of this agreement have reached final resolution.

7. TERMINATION

- a. In addition to each party's right to terminate the agreement for cause, each party shall have the right to terminate this agreement at any time, for any reason or no reason, by giving written notice of termination.
- b. If either party, or both parties, have incurred expenses in reliance on this agreement before receiving a notice of termination, the parties shall determine their respective liability for such expenses based on a pro rata calculation of what their respective expenses would have been if the agreement had not been terminated.

8. MISCELLANEOUS

- a. The Housing Authority and the County are governmental entities covered by the Utah Governmental Immunity Act (Utah Code Ann. § 63G-7-101, et seq.) (the "Act"). Consistent with the terms of the Act, the parties agree that each party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees. Neither party waives any defenses otherwise available under the Act, nor does any party waive any limits of liability currently provided by the Act.
- b. This agreement supersedes all previous agreements, both oral and written, between the County and the Housing Authority relating to the subject matter hereof.
- c. All changes to this agreement shall be set forth in writing, signed by all parties.

9. NOTICE

- a. Any notice required or desired to be given pursuant to this agreement shall be in writing and shall be either (1) delivered personally to the party's primary contact; (2) delivered electronically, with confirmed receipt, to the party's primary contact; or (3) mailed to the party's representative. The following contact information shall be used, unless a party notifies the other party of a change in representative or contact information:

Sean Wilkinson
Community Development Director
2380 Washington Blvd., Ste. 250
Ogden, UT 84401
swilkinson@webercountyutah.gov

Andi Beadles
Weber Housing Authority
237 26th Street, #E220
Ogden, Utah 84401
abeadles@weberhousingauthority.gov

- b. Notice shall be effective upon delivery, if receipt is confirmed. If notice is properly mailed and receipt is not confirmed, notice shall be effective three business days after the date of mailing.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly authorized representatives:

(Signatures on following page)

WEBER HOUSING AUTHORITY

Signature _____

Date _____

Printed Name _____

Title _____

STATE OF _____)

)ss.

COUNTY OF _____)

On this _____ day of _____, in the year _____, before me,
(notary name) _____, a notary public, personally appeared
(signer name) _____, proved on the basis of satisfactory
evidence to be the person whose name is subscribed to this instrument, and acknowledged that he
or she executed the same.

Notary Public

Notary seal:

WEBER COUNTY

Chair, Board of County Commissioners

Date: _____

ATTEST:

Weber County Clerk/Auditor

Date: _____