

LOCAL TRANSPORTATION FUNDING AGREEMENT

Project: Mountain Road Corridor Preservation

This Local Transportation Funding Agreement (the “Agreement”) is entered into by and between the County of Weber, Utah (the “County”) and North Ogden City (the “City”), individually referred to as “Party” and jointly referred to as “Parties.”

WHEREAS, Utah Code Annotated § 72-2-117.5, the Local Highway and Transportation Corridor Preservation Fund, provides the opportunity for a council of governments and the local legislative body to prioritize and approve funding for transportation and transit projects or services (“Transportation Funding”), and

WHEREAS, the Weber Area Council of Governments (“WACOG”) is the council of governments with the authority to work with the Board of Weber County Commissioners (the “County Commission”) to prioritize and approve Transportation Funding for such projects; and

WHEREAS, the City submitted a timely and complete application to WACOG, which is attached as **Exhibit A** of this Agreement, requesting Transportation Funding for the City’s Mountain Road Corridor Preservation Project; and

WHEREAS, the City has committed matching contributions to the Project, as evidenced in its funding application and as finalized in **Exhibit B** of this Agreement; and

WHEREAS, the City’s application was approved by WACOG on November 4, 2024 and subsequently approved by the County Commission on November 12, 2024; and

WHEREAS, the County Commission, in consideration of the recommendations of WACOG, has awarded the City up to \$1,208,000 in Transportation Funding (the “Award”) programmed for the calendar year 2026, subject to the County and the City entering into this Agreement with respect to the use of said funds.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the County and the City agree as follows:

1. SCOPE OF PROJECT; ELIGIBLE USE OF THE AWARD

- A.** The County shall pay the City the Award to cover expenses that are necessary for the completion of the activities specifically described in **Exhibit A** (the “Project”).

The City shall use the Award in accordance with the funding allocations and matching requirements specified in **Exhibit B**, which details the approved project, funding amount, and match contribution.

If there is a conflict between the terms and provisions of **Exhibit A** and this Agreement, the terms of this Agreement shall govern.