

**MINUTES
REDEVELOPMENT AGENCY
NOVEMBER 02, 2022**

A Session of the Redevelopment Agency met at the Historic County Courthouse, 1 South Main Street in Brigham City, Utah at 5:56 p.m. on **November 02, 2022**. The following members were present:

Jeff Scott	Chairman
Stan Summers	Member
Jeff Hadfield	Member
Marla Young	Clerk

The meeting was called to order by Chairman Scott.

APPROVAL OF 10-19-2022 MINUTES

THE MINUTES OF THE OCTOBER 19, 2022 REDEVELOPMENT AGENCY MEETING WERE APPROVED AS WRITTEN ON A MOTION BY MEMBER HADFIELD, SECONDED BY MEMBER SUMMERS, AND UNANIMOUSLY CARRIED.

ATTACHMENT NO. 1 - AGENDA

AGENDA ITEMS

Request Use of RDA funds for Engineering and Architecture of Box Elder Community Campus including Domestic Violence Shelter and Multi-use Service Building Including Housing-JeuneElle Jefferies

Monica Holdaway, Box Elder Chamber of Commerce Executive Director on behalf of JeuneElle Jeffries stated they have decided they are not going to request funds from the RDA but use ARPA funding.

2022 Economic Development Services Agreement #22-04-Members

Deputy Attorney Anne Hansen stated they have updated terms and the contract ends December 31, 2022.

MOTION: Member Summers made a motion to approve Agreement #22-04. The motion was seconded by Member Hadfield and unanimously carried on a roll call vote of Chairman Scott voting Yea, Member Hadfield voting Yea, and Member Summers voting Yea.

2023 Economic Development Services Agreement #22-05-Members

Deputy Attorney Anne Hansen stated a new contract with UAC has been drafted and is ready for approval. She said UAC has not approved it yet so if changes need to be made they may need to revisit the item.

MOTION: Member Hadfield made a motion to approve RDA Agreement #22-05. The motion was seconded by Member Summers and unanimously carried on a roll call vote of Chairman Scott voting Yea, Member Hadfield voting Yea, and Member Summers voting Yea.

ADJOURNMENT

A motion was made by Member Hadfield to adjourn. Member Summers seconded the motion, and the meeting adjourned at 6:00 p.m.


ADOPTED AND APPROVED in regular RDA session this 21st day of December, 2022.





Jeff Scott, Chairman

ATTEST:



Marla R. Young, Clerk



REDEVELOPMENT AGENCY MEETING
Commission Chambers, 01 South Main Street, Brigham City, Utah 84302
Wednesday, November 02, 2022 at 5:00 PM

AGENDA

NOTICE: *Public notice is hereby given that the Box Elder County Redevelopment Agency will hold a Regular Meeting commencing at 5:00 P.M. on Wednesday November 2, 2022 in the Commission Chambers of the Box Elder County Courthouse, 01 South Main Street, Brigham City, Utah.*

1. CALL TO ORDER

- A. Approve RDA Minutes 10-19-2022

2. AGENDA ITEMS

- A. Request Use of RDA funds for Engineering and Architecture of Box Elder Community Campus including Domestic Violence Shelter and Multi-use Service Building Including Housing-JeuneElle Jefferies
- B. 2022 Economic Development Services Agreement #22-04-Members
- C. 2023 Economic Development Services Agreement #22-05-Members

3. ADJOURNMENT

Prepared and posted this 28th day of October, 2022. Mailed to the Box Elder News Journal and the Leader on the 28th of October, 2022. These assigned times may vary depending on the length of discussion, cancellation of scheduled agenda times and agenda alteration. Therefore, the times are estimates of agenda items to be discussed. If you have any interest in any topic you need to be in attendance at 5:00 p.m.

A handwritten signature in black ink that reads "Marla R. Young".

Marla R. Young - County Clerk

Box Elder County

NOTE: Please turn off or silence cell phones and pagers during public meetings. This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made three (3) working days prior to this meeting. Please contact the Commission Secretary's office at (435) 734-3347 or FAX (435) 734-2038 for information or assistance.

ECONOMIC DEVELOPMENT SERVICES AGREEMENT

THIS ECONOMIC DEVELOPMENT SERVICES AGREEMENT (the “Agreement”) is entered into this 2 day of November 2022, (the “**Effective Date**”) by and between the Utah Association of Counties (“**UAC**”), whose address is 5397 Vine Street, Murray, Utah, 84107, and Box Elder County, (the “**County**”), whose corporate address is 1 Main Street, Brigham City, Utah, 84302. UAC and the County are sometimes referred to collectively as the “**Parties**” and individually as a “**Party**.”

The Parties agree that the following Recitals are true and accurate to the best of their knowledge.

RECITALS

A. UAC is a Utah non-profit corporation organized and operated pursuant to the Utah Nonprofit Corporation Act and the Cooperative Association Act. UAC is a nonprofit entity pursuant to section 501(c)(4) of the Internal Revenue Code. The primary purpose of UAC is to promote social welfare through better county government and, through cooperative and mutual efforts, maintain counties as an essential part of the government structure. Another purpose of UAC is to provide administrative support to counties in delivering services required by law and to pool resources for counties to provide such services where there is a benefit to doing so.

B. The County is a body corporate and politic of the State of Utah.

C. As a UAC member in good standing, Box Elder County is eligible to utilize the UAC Economic Development Services. The Officers of UAC are elected officials from member counties, including the County itself. The Directors of UAC are officials employed by Utah counties, including perhaps the County itself.

D. The Parties recognize that the economic development services that are the subject of this Agreement fall within the purpose of UAC, and that having such services provided by UAC to the County would promote social welfare, improve county government, and be economically advantageous for the County and its citizens.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Economic Development Services to Be Provided by UAC to the County. During the term of this Agreement, UAC shall provide (or cause to be provided) the following economic development services (“ED Services”) to the County:

- A. Assisting in the management of all the County’s existing economic development project areas, programs, and efforts.
- B. Assisting in the management the creation of new economic development project areas including drafting the plan and budget for new project areas, assisting in the negotiations with taxing entities, assisting with document creation, meeting facilitation, and finalizing the project area. (Additional fees may apply if UAC and the County are able to negotiate successfully with a potential developer for a cost-reimbursement agreement.)
- C. Assisting with the implementation of required activities outlined in S.B. 95.
- D. Assisting and advising on the Satellite Port Study Process.
- E. Assisting with opportunity zone planning and implementation including alignment with local and state incentives, alignment with infrastructure/transportation planning, and investor connections.
- F. Editing existing economic development plans and drafting any new required plans.
- G. Assisting with and participating in any economic development meetings with companies, community partners, and federal/state officials as requested by county leadership.
- H. Leveraging the existing professional networks of UAC staff to advance the economic development efforts of the County.

UAC has no obligation to provide services that are outside the reasonable scope of the ED Services outlined above.

2. Fees. In return for the services rendered, the County shall pay UAC a fee of \$20,000.00, payable in four equal quarterly installments of \$5,000.00. All payments shall be made via check or electronic transfer (with transfer instructions to be provided by UAC) to the “Utah Association of Counties.” The first installment shall be due on or before the Effective Date of this Agreement, and UAC shall have no obligation to provide any ED Services to the County prior to receiving the first installment payment.

The second installment payment is due three months after the Effective Date; the third installment payment is due six months after the Effective Date; and the fourth installment payment is due nine months after the Effective Date. If the deadline for making any installment payment is on a weekend or legal holiday, payment shall be due on the next business day. Failure by the County to make any installment payment within five business days of when it is due shall, notwithstanding any other provisions of this Agreement, constitute adequate grounds for UAC to immediately terminate the Agreement.

The fees for the remainder of 2022 will be prorated based off on the term of agreement and services rendered for the year.

3. Expenses. The County shall reimburse UAC, as follows for certain expenses it incurs in providing the ED Services.

A. Reasonable travel expenses incurred by UAC personnel, during the term of the Agreement, up to a maximum amount of \$5,000.00. This includes expenses incurred by UAC personnel in traveling to/from the County in order to provide ED Services. Vehicular mileage shall be reimbursed at the applicable I.R.S. rate, which includes the cost of fuel.

B. All other reimbursable expenses incurred by UAC in providing ED Services must be approved by the County in writing in advance.

C. Requests for reimbursement shall be submitted in writing by UAC to the County within a reasonable period of time after the expense has been incurred. Once an expense has been submitted to the County, it shall have 30 days to; a) pay the amount requested, b) deny the request, or c) pay so much of the request as it deems reasonable. If the County elects b) or c), it shall provide a written rationale for its decision to UAC. Requests for reimbursement will not be accepted by the County more than 30 days after the termination of the Agreement. Failure by the County to reimburse reasonable expenses incurred by UAC, according to the terms of this paragraph, shall constitute a material breach of this Agreement.

4. Term, Termination and Breach of the Agreement.

a. Term. The term (“**Term**”) of this Agreement shall be January 1, 2023, through and including December 31, 2023.

b. Renewal. The Agreement may be renewed at the option of the Parties, but neither Party shall have any obligation to renew the Agreement or otherwise negotiate a new agreement. If the County intends to renew the Agreement or otherwise

contract with UAC for the provision of ED Services, UAC requests that it provide written notice to UAC at least 60 days prior to the end of the Term.

c. Termination. This Agreement shall terminate automatically, unless renewed by the Parties in writing, at the end of the Term. During the Term, either Party may terminate the Agreement, with or without cause, upon (30) days written notice. If the County terminates this Agreement without cause during, but before, the end of the Term, no portion of the Annual Fee is refundable, and the County is obligated to make any remaining installment payments to UAC. If UAC terminates this Agreement before the end of the Term without cause, it shall refund the County a prorated portion of the Annual Fee that has been paid, based on the number of remaining months left in the Term. For purposes of this paragraph, “without cause” means that the non-terminating Party has not materially breached the Agreement, or, if it has, it timely cured the breach as provided herein.

d. Breach. If either Party believes the other has materially breached its obligations under this Agreement, it shall provide written notice to the other Party of the alleged breach and allow that Party ten days from the date of the written notice to cure the breach. If the other Party does not cure the breach within ten days, the non-breaching Party may terminate this Agreement immediately through written notice to the other Party. If any legal proceedings occur as a result of an alleged breach by one of the Parties, the prevailing Party is entitled to an award of all reasonable expenses and fees (including reasonable attorney fees) it incurred as a result of the breach or the allegation of breach.

5. UAC as an Independent Contractor. The relationship of UAC to the County under this Agreement shall be that of an independent contractor. No agent, employee or servant of UAC or the County shall be deemed to an employee, agent or servant of the other Party as a result of this Agreement. None of the benefits provided by each Party to its employees, including but not limited to worker’s compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party by virtue of this Agreement. UAC and the County shall each be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Agreement. UAC and the County shall each make commercially reasonable efforts, where appropriate, to inform third parties that UAC is acting as an independent contractor. Nothing herein shall create a partnership or joint venture relationship between the Parties.

6. Conflicts of Interest. The Parties acknowledge, as noted above, that officials from the County (either elected officials and/or employees) may also serve as officers and/or directors of UAC. In addition, officials from the County may serve on committees of UAC. As long as such County officials fully disclose their involvement with the County to UAC, and their involvement with UAC to the County, the fact that

such individuals are serving in multiple roles shall not, in and of itself, give rise to a conflict of interest that would, in any way, impede the enforceability of this Agreement. If either Party believes that an agent of the County is involved in a UAC role (i.e., board member, committee member, etc.), such that his or her role with UAC creates a conflict of interest that materially jeopardizes either Party's performance of its obligations under this Agreement, that Party shall promptly provide written notice of such conflict of interest to the other Party.

7. Miscellaneous Provisions

a. Each person signing below represents and warrants (a) that he/she is authorized to execute this Agreement for and on behalf of the Party for whom he/she is signing, (b) that such Party shall be bound in all respects hereby, and (c) that such execution presents no conflict with any other agreement of such Party.

b. This Agreement constitutes the entire agreement between the Parties relative to the subject matter hereof, and there are no representations, warranties, or agreements, or any conditions or contingencies, whether express or implied, or oral or written, except as set forth herein. This Agreement may be modified only in a writing executed by the Parties.

c. No assignment or delegation of this Agreement or of any of the rights or obligations hereunder by any Party hereto shall be valid without the prior written consent of the other Party or Parties.

d. This Agreement shall be governed by the laws of the State of Utah. Any litigation arising out of this Agreement shall be conducted in applicable courts in Salt Lake County, Utah, and the Parties expressly agree and consent to such jurisdiction and venue.

e. This Agreement shall be construed as if equally drafted by the Parties, and no rules of strict construction against any Party shall be applied.

f. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalid, illegal, or unenforceable provision(s) shall be limited or eliminated only to the extent necessary to remove such invalidity, illegality, or unenforceability, and the other provisions of this Agreement shall not be affected thereby.

g. All written notices or communications required or permitted to be given under this Agreement shall be sufficient if delivered personally, via email, via facsimile, or mailed postage prepaid by first class, registered or certified mail posted in the United States and addressed as identified in the opening paragraph of this Agreement. Such

notices or communications shall be treated as being effective when delivered, if delivered personally, by email or by facsimile. If sent by mail, they shall be treated as being effective at the earlier of actual receipt or seventy-two (72) hours after the same has been deposited in a regularly maintained receptacle for the deposit of United States mail.

Notice to UAC shall be delivered to:

Brandy Grace

Notice to the County shall be delivered to:

IN WITNESS WHEREOF, the Parties have voluntarily executed this Agreement as of the day and year stated above.

UTAH ASSOCIATION OF COUNTIES, INC.

By: _____
Its: _____

BOX ELDER COUNTY

By: Jeffrey D. Hart
Its: Commission Chair

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b. This Agreement constitutes the entire agreement between the Parties relative to the subject matter hereof, and there are no representations, warranties, or agreements, or any conditions or contingencies, whether express or implied, or oral or written, except as set forth herein. This Agreement may be modified only in a writing executed by the Parties.

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Brandy Grace

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IN WITNESS WHEREOF, the Parties have voluntarily executed this Agreement as of the day and year stated above.

UTAH ASSOCIATION OF COUNTIES, INC.

By: _____
Its: _____

BOX ELDER COUNTY

By: Jeffrey D. Alst
Its: Commission Chair