

**MINUTES  
REDEVELOPMENT AGENCY  
FEBRUARY 16, 2022**

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A Special Session of the Redevelopment Agency met at the Historic County Courthouse, 1 South Main Street in Brigham City, Utah at 12:05 p.m. on **February 16, 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 MINUTES**

**THE MINUTES OF THE REGULAR MEETING OF THE REDEVELOPMENT AGENCY ON FEBRUARY 02, 2022 WERE APPROVED ON A MOTION BY MEMBER SUMMERS, SECONDED BY MEMBER HADFIELD AND UNANIMOUSLY CARRIED**

**ATTACHMENT NO. 1 - AGENDA**

**RDA Contract #22-01 with Box Elder County and Box Elder Chamber of Commerce for Business Services - Monica Holdaway**

Box Elder Chamber of Commerce Executive Director Monica Holdaway and Board Members Julie Campbell and Malone Molgard presented RDA Contract #22-01. Ms. Holdaway explained the contract is a renewal to provide business expansion and retention services within the county.

Attorney Stephen Hadfield stated there are a few minor corrections regarding dates and Commissioner names that need to be corrected.

**MOTION:** Member Hadfield made a motion to approve RDA Contract #22-01 with the changes recommended by Attorney Hadfield. The motion was seconded by Member Summers and unanimously carried.

**ATTACHMENT NO. 2 CONTRACT #22-01**

**ADJOURNMENT**

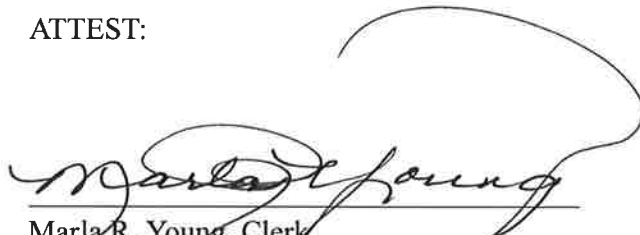
A motion was made by Member Summers to adjourn. Member Hadfield seconded the motion, and the meeting adjourned at 12:16 p.m.

**ADOPTED AND APPROVED** in regular RDA session this 6th day of April 2022.



  
Jeff Scott, Chairman

ATTEST:

  
Marla R. Young, Clerk



**REDEVELOPMENT AGENCY MEETING**  
**Commission Chambers, 01 South Main Street, Brigham City, Utah 84302**  
**Wednesday, February 16, 2022 at 11:30 AM**

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**AGENDA**

**NOTICE:** *Public notice is hereby given that the Box Elder County Redevelopment Agency will hold a Regular Meeting commencing at 11:30 A.M. on Wednesday February 16, 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 February 2, 2022

**2. ROLL CALL**

**3. AGENDA ITEMS**

- A. Contract #22-01 with Box Elder County and Box Elder Chamber of Commerce for Business Services-Monica Holdaway

**4. ADJOURNMENT**

Prepared and posted this 11th day of February, 2022. Mailed to the Box Elder News Journal and the Leader on the 11th of February, 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 11:30 a.m.

A handwritten signature in black ink, appearing to read 'Marla R. Young', with a large, stylized loop at the end.

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.

**Business Expansion and Retention Service Contract  
RDA Contract 22-01**

THIS SERVICES AGREEMENT (the "Agreement") is entered into this 16 day of February, 2022 (the "**Effective Date**") by and between Box Elder County Redevelopment Agency (the "RDA") whose corporate address is 1 South Main Street Brigham City, Utah, 84302, and Box Elder Chamber of Commerce, (the "**Chamber**"), whose corporate address is 6 North Main Street, Brigham City, Utah, 84302. Box Elder County Redevelopment Agency and the Chamber are sometimes referred to collectively as the "**Parties**" and individually as a "**Party**."

**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. The Box Elder Chamber of Commerce will provide a Business Expansion and Retention Program Services and a Business Resource Center for Box Elder Redevelopment Agency.**

- Conduct visits with Box Elder County Businesses and provide written reports upon request from the County.
- Organize visits/tours with specific industries in which County Commissioners, city government officials, and economic development staff along with Chamber staff will be invited to attend.
- Assist with Annual Business Summit
- Assist existing and new businesses with service in regards to business plans, setting up a business requirements, and contacts to help businesses grow and succeed.
- Membership in the Box Elder Chamber of Commerce which will include benefits all Chamber members receive.

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

**2.** In return for the services rendered, the RDA shall pay the Chamber an administrative fee of \$25,000 (the "Program Fee") for these. Payments shall be made via check to the "Box Elder Chamber of Commerce."

**3. Term, Termination and Breach of the Agreement.**

a. Term. The term ("Term") of this Agreement shall begin January 1 2022 and be renewed by each party in December for the upcoming year. Chamber must contact Box Elder County Commission about renewing budget item in September/Early October each year.

b. 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 RDA terminates this

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 the event 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 the RDA shall be delivered to:

Stan Summers

01 South Main Street #20

Brigham City, UT 84302

ssummers@boxeldercounty.org

Notice to the Chamber shall be delivered to:

Monica Holdaway

6 North Main Street

Brigham City, UT 84302


monica@boxelderchamber.com

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

**Box Elder Redevelopment Agency**

By:   
Its: RDA Chairman

**Box Elder Chamber of Commerce**

By:   
Its: Executive Director