

**MINUTES  
REDEVELOPMENT AGENCY  
APRIL 19, 2023**

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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 11:45 p.m. on **April 19, 2023**. The following members were present:

Stan Summers	Chairman
Boyd Bingham	Member
Lee Perry	Member
Marla Young	Clerk

The meeting was called to order by Chairman Summers.

**APPROVAL OF MINUTES**

**THE MINUTES OF THE RDA MEETING OF APRIL 05, 2023 WERE APPROVED AS WRITTEN ON A MOTION BY MEMBER PERRY, SECONDED BY MEMBER BINGHAM AND UNANIMOUSLY CARRIED.**

**ATTACHMENT NO. 1 - AGENDA**

**AGENDA ITEMS**

**Utah Regional Growth Association (URGA) Economic Development Services RDA Agreement #23-01-Chairman Summers**

Chairman Summers explained UAC had been providing Economic Development Services and are no longer providing the service. URGA is the organization that split off from UAC to provide these services.

Member Bingham stated he is not familiar with the organization and would like more information.

Member Perry stated he would like them to come and do a presentation of what they are providing to the county. He said he could see that there is a clause in the agreement that allows the county to cancel the agreement with a 30 day notice.

**MOTION:** Member Perry made a motion to approve RDA Agreement #23-01 with the knowledge that it can be canceled with notice. The motion was seconded by Member Bingham and unanimously carried on a roll call vote of Chairman Summers voting Yea, Member Bingham voting Yea, and Member Perry voting Yea.

**ADJOURNMENT**

A motion was made by Member Perry to adjourn. Member Bingham seconded the motion, and the meeting adjourned at 11:55 a.m.

**ADOPTED AND APPROVED** in regular RDA session this 30th day of May 2023.



  
Stan Summers, Chairman

ATTEST:

  
Marla R. Young, Clerk



**REDEVELOPMENT AGENCY MEETING**  
**Commission Chambers, 01 South Main Street, Brigham City, Utah 84302**  
**Wednesday, April 19, 2023 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 April 19, 2023 in the Commission Chambers of the Box Elder County Courthouse, 01 South Main Street, Brigham City, Utah.*

**1. CALL TO ORDER**

A. Approve Minutes from 04-05-2023

**2. AGENDA ITEMS**

A. Utah Regional Growth Association (URGA) Economic Development Services RDA Agreement #23-01-Chairman Summers

**3. ADJOURNMENT**

Prepared and posted this 14th day of April, 2023. Mailed to the Box Elder News Journal and the Leader on the 14th of April, 2023. 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 blue 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.

**Box Elder County Redevelopment Agency**  
**Contract 23-01**  
**ECONOMIC DEVELOPMENT SERVICES AGREEMENT**

THIS ECONOMIC DEVELOPMENT SERVICES AGREEMENT (the "Agreement") is entered into this 19th day of April, 2023, (the "**Effective Date**") by and between Box Elder County Redevelopment Agency, (the "**RDA**"), whose corporate address is 1 Main Street, Brigham City, Utah, 84302, and the Utah Regional Growth Association, ("**URGA**"), whose corporate address is 21 N G Street, Salt Lake City, Utah, 84103. URGA 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**

WHEREAS, URGA is a Utah non-profit corporation organized and operated pursuant to the Utah Nonprofit Corporation Act and the Cooperative Association Act. URGA is a tax-exempt entity pursuant to section 501(c)(4) of the Internal Revenue Code. The primary purpose of URGA is to promote social welfare in the State of Utah by (i) encouraging and investing in the development of critical infrastructure; (ii) creating and accelerating redevelopment areas; and (iii) unifying Utah organizations focused on sustainable growth initiatives.

WHEREAS, the County RDA is a body corporate and politic of the State of Utah, and

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

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:

**AGREEMENT**

1. **Economic Development Services to be provided by URGA to the County.** During the term of this Agreement, URGA shall provide (or cause to be provided) the following economic development services to the County:

- A. Assisting in the management of all the County's existing RDA, economic development project areas, programs, and efforts.
- B. Assisting in the management and 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 URGA and the County are able to negotiate successfully with a potential developer for a cost-reimbursement agreement.)
- C. Assisting with the implementation and reporting requirements activities associated with the Rural County Grant Program.
- D. Assisting and advising on the Port Logistics Planning and Development.
- 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/RDA leadership.
- H. Leveraging the existing professional networks of URGA staff to advance the economic development efforts of the County/RDA.

URGA has no obligation to provide services that are outside the reasonable scope of the Economic Development Services outlined above.

2. **Fees.** In return for the services rendered, the RDA shall pay URGA an annual fee of \$60,000 (the "**Annual Fee**"), payable in four equal installments of \$15,000.00. Invoices shall be submitted to the RDA by the URGA and all payments shall be made via check or electronic transfer (with transfer instructions to be provided by URGA) to the "Utah Association of Counties." The first installment shall be due on or before the Effective Date of this Agreement, and URGA shall have no obligation to provide any Economic Development Services to the RDA 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 RDA 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 URGa to immediately terminate the Agreement.

3. **Expenses.** The RDA shall reimburse URGa, as follows for certain expenses it incurs in providing the Economic Development Services.
  - A. Reasonable travel expenses incurred by URGa personnel, during the term of the Agreement, up to a maximum amount of \$5,000.00. This includes expenses incurred by URGa personnel in traveling to/from the county in order to provide Economic Development Services. Vehicular mileage shall be reimbursed at the applicable I.R.S. rate, which is currently \$.67 per mile and includes the cost of fuel.
  - B. All other reimbursable expenses incurred by URGa in providing Economic Development Services must be approved by the RDA in writing in advance.
  - C. Requests for reimbursement shall be submitted in writing by URGa to the RDA within a reasonable period of time after the expense has been incurred. Once an expense has been submitted to the RDA, 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 RDA elects b) or c), it shall provide a written rationale for its decision to URGa. Requests for reimbursement will not be accepted by the RDA more than 30 days after the termination of the Agreement. Failure by the RDA to reimburse reasonable expenses incurred by URGa, 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 one year, beginning on the Effective Date.

- 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 RDA intends to renew the Agreement or otherwise contract with URGA for the provision of Economic Development Services, URGA requests that it provide written notice to URGA 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 RDA terminates this Agreement without cause during, but before, the end of the Term, no portion of that quarter's annual fee is refundable. The RDA will not be obligated to pay out the remainder of the year beyond that quarter. If URGA terminates this Agreement before the end of the Term without cause, it shall refund the RDA 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 business 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. URGA as an Independent Contractor.** The relationship of URGA to the RDA under this Agreement shall be that of an independent contractor. No agent, employee, or servant of URGA or the RDA shall be deemed to be 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. URGA and the

RDA 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. URGA and the RDA shall each make commercially reasonable efforts, where appropriate, to inform third parties that URGA 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 RDA (either elected officials and/or employees) may also serve as officers and/or directors of URGA. In addition, officials from the RDA may serve on committees of URGA. As long as such RDA officials fully disclose their involvement with the RDA to URGA, and their involvement with URGA to the RDA, 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 RDA is involved in a URGA role (i.e., board member, committee member, etc.), such that his or her role with URGA 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 URGA shall be delivered to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notice to the County RDA shall be delivered to:

Box Elder County Clerk, Marla Young  
1 South Main Street  
Brigham City, UT 84302

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

**UTAH REGIONAL GROWTH ASSOCIATION, INC.**

By: \_\_\_\_\_


Its: \_\_\_\_\_

**BOX ELDER COUNTY RDA**



  
By: Stan Summers  
Its: County RDA Board Chair

ATTEST:

  
Marla Young  
Box Elder County Clerk