

**MINUTES
REDEVELOPMENT AGENCY
OCTOBER 02, 2024**

A Regular Session of the Redevelopment Agency met at the Historic County Courthouse, 1 South Main Street in Brigham City, Utah at 5:33 p.m. on **October 2, 2024**. The following members were present:

Lee Perry	Chairman
Boyd Bingham	Member
Stan Summers	Member (Via Telephone)
Marla Young	Clerk

The meeting was called to order by Chairman Perry.

APPROVAL OF MINUTES

THE MINUTES OF THE REGULAR MEETING OF OCTOBER 02, 2024 WERE APPROVED AS WRITTEN ON A MOTION BY COMMISSIONER BINGHAM, SECONDED BY CHAIRMAN PERRY AND UNANIMOUSLY CARRIED.

Bingham Perry

ATTACHMENT NO. 1 - AGENDA

AGENDA ITEMS

Report from Past Year on Business Visits, Career Fairs, and Business Summit. Reporting on Fulfillment of Business Expansion and Retention Contract #24-01. Monica Holdaway

Box Elder Chamber of Commerce Executive Director Monica Holdaway reported on business expansion and retention this last year. She said they have gone on over 70 visits since January and have met with larger businesses and smaller businesses. She reported on the Business Summit. She spoke about the career fair and its success and scholarships given. She stated everything in the RDA Contract is the same as prior years.

MOTION: Member Summers made a motion to approve RDA Contract #24-01. The motion was seconded by Member Bingham and unanimously carried on a roll call vote of Chairman Perry voting Yea, Member Bingham voting Yea, and Member Summers voting Yea.

Funds Transfer Justification for Broadband-Members

Brian Carver, BRAG Community and Economic Development Administrator, explained they have been administering a broadband grant to construct fiber optic trunk lines. He gave a report on the Broadband Access Grant. He provided the members with the expenditures and in kind contributions through July 1, 2024. He reported they are nearly completed with Howell and have completed the trunk lines in Thatcher, Penrose, Bear River City, Elwood, Mantua, and Snowville using a different grant fund. He said they have \$2,400,000.00 left and the state is willing to continue as long as the county can provide a 25% match. The county portion of \$615,000.00 to complete the project in Howell. The original scope of the project was to include Willard and South Willard but inflation has really changed the projected budget. He touched on the in kind donations of Beehive Broadband.

Cameron Francis of Beehive Broadband stated they changed the design from aerial to trench lines due to inspection of aging posts. He gave a brief overview of the contributions their company has made to the projects.

Deputy County Attorney Anne Hansen stated there could be a finding in code. She told the Members what the code states. If the board determines by resolution how it benefits the project area, then it may fit in using RDA expenditures outside of an RDA Project Area.

MOTION: Member Summers made a motion to approve \$615,000.00 from RDA funds to finish the Howell project and put a resolution in place at the next meeting. The motion was seconded by Member Bingham and unanimously carried on a roll call vote of Chairman Perry voting Yea, Member Bingham voting Yea, and Member Summers voting Yea.

ADJOURNMENT

A motion was made by Member Bingham to adjourn. Member Summers seconded the motion, and the meeting adjourned at 5:50 p.m.

ADOPTED AND APPROVED in regular RDA session this 23rd day of October 2024.



Lee Perry, Chairman

ATTEST:





Marla R. Young, Clerk



REDEVELOPMENT AGENCY MEETING
Commission Chambers, 01 South Main Street, Brigham City, Utah 84302
Wednesday, October 02, 2024 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 October 2, 2024 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 September 18, 2024

2. AGENDA ITEMS

- A. Report from Past Year on Business Visits, Career Fairs, and Business Summit. Reporting on Fulfillment of Business Expansion and Retention Contract #24-01. Monica Holdaway
- B. Funds Transfer Justification for Broadband-Members

3. ADJOURNMENT

Prepared and posted this 27th day of September, 2024. Mailed to the Box Elder News Journal and the Leader on the 27th of September, 2024. 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.

Business Expansion and Retention Service Contract
RDA Contract ~~22-01~~ 24-01

THIS SERVICES AGREEMENT (the "Agreement") is entered into this 2nd day of October, 2024 (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 and Organize the Annual Business Summit
- Assist existing and new businesses with service in regards to business plans, setting up a business requirement, and contacts to help businesses grow and succeed.
- Plan and Execute a Career Day in both Bear River and Box Elder High Schools which will include giving scholarships to student participants.
- 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 \$30,000 (the "Program Fee") \$5,000 of the \$30,000 payment will be used exclusively for scholarships given to students participating in the high school's career days. 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, 2025 and be renewed by each party by 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 Agreement without cause during, but before, the end of the Term, no portion of the Fee is refundable. If the Chamber terminates this Agreement before the end of the Term without cause, it shall refund the RDA a prorated portion of the Fee that has been paid, based on the number of remaining days left in the Term. For purposes of this paragraph, "without cause" means that the non-terminating Party has not materially breached the Agreement, or has timely cured any breach as set forth herein.

c. **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, in addition to any damages, 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. Chamber as an Independent Contractor. The relationship of the Chamber to the RDA under this Agreement shall be that of an independent contractor. No agent, employee or servant of the Chamber 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 own 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. The Chamber 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. The Chamber and the RDA shall each make commercially reasonable efforts, where appropriate, to inform third parties that the Chamber is acting as an independent contractor. Nothing herein shall create a partnership or joint venture relationship between the Parties.

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 Box Elder 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 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:

Lee Perry
01 South Main Street #20
Brigham City, UT 84302
ssummers@boxeldercounty.org
lperry@boxeldercountyut.gov

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: Lee Perry
Its: Chairman

Box Elder Chamber of Commerce

By: _____
Its: _____