

**MINUTES
REDEVELOPMENT AGENCY
OCTOBER 18, 2023**

A Special Session of the Redevelopment Agency met at the Historic County Courthouse, 1 South Main Street in Brigham City, Utah at 12:35 p.m. on **October 18, 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 REGULAR RDA MEETING OF JULY 19, 2023 WERE APPROVED AS WRITTEN ON A MOTION BY COMMISSION PERRY, SECONDED BY COMMISSIONER BINGHAM AND UNANIMOUSLY CARRIED.

ATTACHMENT NO. 1 - AGENDA

**Business Expansion and Retention Service RDA Contract #23-03-Monica Holdaway
Monica Holdaway yearly report with Chamber**

Box Elder Chamber of Commerce Executive Director Monica Holdaway gave a report of the services provided for business expansion and retention. She stated they have visited over fifty businesses. She said there is still a need for more people to work. She talked about the business summit and stated it was successful. They are already planning for one in 2024. Another issue facing the workforce is childcare and they are working with the state to help find solutions to the problem.

MOTION: Member Perry made a motion to approve RDA Contract #23-03. 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.

ATTACHMENT NO. 2 - RDA Contract #23-03

ADJOURNMENT

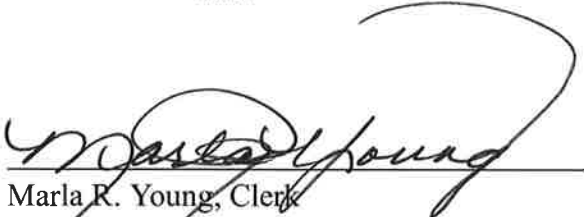
A motion was made by Member Perry to adjourn. Member Bingham seconded the motion, and the meeting adjourned at 12:42 p.m.

ADOPTED AND APPROVED in regular RDA session this 20th day of December 2023.


Stan Summers, Chairman



ATTEST:


Marla R. Young, Clerk



REDEVELOPMENT AGENCY MEETING
Commission Chambers, 01 South Main Street, Brigham City, Utah 84302
Wednesday, December 20, 2023 at 11:30 AM

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 December 20, 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 October 18, 2023 and December 6, 2023

2. AGENDA ITEMS

- A. Adopt RDA Budget for 2024-Shirlene Larsen
- B. Appointments to the Economic Development Board-Shawn Milne

3. ADJOURNMENT

Prepared and posted this 15th day of December, 2023. Mailed to the Box Elder News Journal and the Leader on the 15th of December, 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 cursive script 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 23-03**

Section 2, Item A.

THIS SERVICES AGREEMENT (the "Agreement") is entered into this 16th day of October, 2023 (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 schools' 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, 2024 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 re 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.

4. 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.

5. 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 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:
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: [Signature]
Its: RDA Chairman

Box Elder Chamber of Commerce
By: [Signature]
Its: CEO

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By: 
Its: RDA Chairman

Box Elder Chamber of Commerce
By: _____
Its: _____