



WEST VALLEY CITY

The Regular Electronic Meeting of the West Valley City Redevelopment Agency will be held on Tuesday, June 9, 2026, at 6:30 PM, or as soon thereafter as the City Council Meeting is completed, in the Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend in person or view this meeting live on YouTube at <https://www.youtube.com/user/WVCTV>.

DON CHRISTENSEN, CHAIR
WILLIAM WHETSTONE, VICE CHAIR

A G E N D A

1. Call to Order- Chair Don Christensen

2. Opening Ceremony

3. Roll Call

4. Approval of Minutes:

A. May 26, 2026

5. Public Hearings:

A. Accept Public Input Regarding Re-Opening the FY 2025-2026 Budget

Action: Consider Resolution 26-06, Amend the Budget of West Valley City Redevelopment Agency for the Fiscal Year Beginning July 1, 2025 and Ending

West Valley City does not discriminate based on race, color, national origin, gender, religion, age or disability in employment or the provision of services.

If you would like to attend this public meeting and, due to a disability, need assistance in understanding or participating, please notify the City Recorder, Nichole Camac, eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required.

June 30, 2026 to Reflect Changes in the Budget from Increased Revenues and Authorize the Disbursement of Funds

- B. Accept Public Input Regarding the FY 2026-2027 Budget

Action: Consider Resolution 26-07, Adopt the Annual Budget of the West Valley City Redevelopment Agency for the Fiscal Year Commencing July 1, 2026 and Ending June 30, 2027

6. Resolutions:

- A. 26-08: Authorize the Renewal of the Hometown Scholars Contribution Agreement with the University of Utah

7. Adjourn



Description: FY 25-26 4th Quarter Budget Openings

Fiscal Impact:

Funding Source:

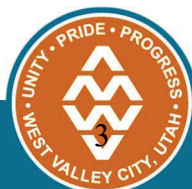
Account #:

Budget Opening Required: ☐

Issue: Approve an ordinance to re-open the fiscal year 2025-2026 budget for the purpose of making amendments to reflect changes in actual revenues and expenditures.

Summary: State Statute Title 10, Chapter 6, Utah Code Annotated 1953, as amended, allows the City of West Valley to amend its budget during the year. The West Valley City Redevelopment Agency holds public hearings on budget amendments on a quarterly basis each fiscal year.

Background: A Public Notice was posted May 20, 2026, in public view at City Hall, the Family Fitness Center and UCCC; also, posted on the Public Notice Website and West Valley City's Website. Notice was given that a public hearing is to be held June 9, 2026, at 6:30 p.m., West Valley City Hall, 3600 Constitution Blvd., West Valley City, Utah.



REDEVELOPMENT AGENCY OF WEST VALLEY CITY

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE BUDGET OF THE
REDEVELOPMENT AGENCY OF WEST VALLEY CITY
FOR THE FISCAL YEAR BEGINNING JULY 1, 2025 AND
ENDING JUNE 30, 2026 TO REFLECT CHANGES IN THE
BUDGET AND AUTHORIZE THE DISBURSEMENT OF
FUNDS.**

WHEREAS, the Agency adopted a resolution approving the Agency budget for the fiscal year beginning July 1, 2025 and ending June 30, 2026, in accordance with the requirements of state law; and

WHEREAS, the Treasurer of the Agency has prepared and filed with the Secretary proposed amendments to said budget for consideration by the Board of Directors and inspection by the public; and

WHEREAS, notice was duly given of a public hearing to be held on June 9, 2026 to consider the proposed amendments; and

WHEREAS, a public hearing to consider the proposed amendments was held on June 9, 2026 in accordance with said notice, at which hearing all interested parties were afforded an opportunity to be heard for or against said proposed amendments; and

WHEREAS, all conditions precedent to the amendment of the budget have been accomplished;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Redevelopment Agency of West Valley City, Utah, as follows:

Section 1. The budget amendments attached hereto and made a part of this Resolution are hereby adopted and incorporated into the budget of the Redevelopment Agency of West Valley City for the fiscal year beginning July 1, 2025 and ending June 30, 2026, in accordance with the requirements of state law.

Section 2. The Secretary is directed to have this Resolution certified by the Treasurer and filed with the State Auditor, as required by law.

Section 3. The Resolution takes effect upon passage.

PASSED and APPROVED this _____ day of _____, 2026.

REDEVELOPMENT AGENCY
OF WEST VALLEY CITY

CHAIR

ATTEST:

SECRETARY

REDEVELOPMENT AGENCY - FUND 22
REVENUE STATEMENT

	Adopted 2025-2026	Mar 2026 Openings	June 2026 Openings
5600 WEST GATEWAY:			
Tax Increment	189,315	189,315	189,315
Total 5600 West Gateway	189,315	189,315	189,315
EAST 3500 A:			
Tax Increment	748,269	748,269	748,269
Total East 3500 A	748,269	748,269	748,269
NORTH CENTRAL:			
Tax Increment	2,211,108	2,211,108	2,211,108
Total North Central	2,211,108	2,211,108	2,211,108
JORDAN RIVER:			
Tax Increment	348,543	348,543	348,543
Total Jordan River	348,543	348,543	348,543
WILLOW WOOD:			
Tax Increment	246,055	246,055	246,055
Total Willow Wood	246,055	246,055	246,055
HERCULES HILL A:			
Tax Increment	326,868	326,868	326,868
Total Hercules Hill A	326,868	326,868	326,868
HERCULES HILL B:			
Tax Increment	908,232	908,232	908,232
Total Hercules Hill B	908,232	908,232	908,232
NORTHWEST:			
Tax Increment	9,847,143	9,847,143	9,847,143
Total Northwest	9,847,143	9,847,143	9,847,143
SOUTHWEST:			
Tax Increment	3,460,553	3,460,553	3,460,553
Total Southwest	3,460,553	3,460,553	3,460,553
SOUTH REDWOOD ROAD:			
Tax Increment	1,221,509	1,221,509	1,221,509
Total Southwest	1,221,509	1,221,509	1,221,509
FAIRBOURNE/MARKET ST:			
Tax Increment	1,173,089	1,173,089	1,173,089
Total Fairbourne	1,173,089	1,173,089	1,173,089
CITY CENTER:			
Tax Increment	2,506,552	2,506,552	2,506,552
Total City Center	2,506,552	2,506,552	2,506,552
Bond Interest	97,000	97,000	97,000
Subtotal	97,000	97,000	97,000
Total	23,284,236	23,284,236	23,284,236
Appropriation From Fund Balance	84,805	84,805	84,805
Grand Total	23,284,236	23,369,041	23,369,041

REDEVELOPMENT AGENCY - FUND 22
EXPENDITURE STATEMENT

	Adopted 2025-2026	Mar 2026 Openings	June 2026 Openings
NORTH CENTRAL:			
Project Costs	34,595	34,595	34,595
Tax Increment Pmts.	1,750,000	1,750,000	1,750,000
Total North Central	1,784,595	1,784,595	1,784,595
GENERAL:			
Sold Services	0	0	0
Payroll Expenses	1,209,730	1,209,730	1,209,730
Admin./Proj. Costs	1,115,270	1,115,270	1,115,270
Transfer Out	45,000	129,805	129,805
Transfer In	0	0	0
Total General	2,370,000	2,454,805	2,454,805
FAIRBOURNE/MARKET ST:			
Project Costs	350,000	350,000	350,000
Tax Increment Pmt.	1,800,000	1,800,000	1,800,000
Total Fairbourne	2,150,000	2,150,000	2,150,000
MULTI-PURPOSE EVENT CENTER:			
Transfer Out SARR (DS)	3,963,066	3,963,066	3,963,066
Total MP Event Ctr.	3,963,066	3,963,066	3,963,066
NORTHWEST:			
Project Costs	600,000	600,000	400,000 33
Tax Increment Payment	7,500,000	7,500,000	7,500,000
Transfer Out	0	0	200,000 33
Total Northwest	8,100,000	8,100,000	8,100,000
SOUTHWEST			
Project Costs	50,000	50,000	50,000
Tax Increment Payment	2,500,000	2,500,000	2,500,000
Total Southwest	2,550,000	2,550,000	2,550,000
SOUTH REDWOOD ROAD			
Project Costs	100,000	100,000	100,000
Total South Redwood Road	100,000	100,000	100,000
CITY CENTER:			
Prof/Tech	250,000	250,000	250,000
Debt Service 2016	776,275	776,275	776,275
Debt Service 2020	1,234,800	1,234,800	1,234,800
Bond Fees	5,500	5,500	5,500
Total City Center	2,266,575	2,266,575	2,266,575
Grand Total	23,284,236	23,369,041	23,369,041

As authorized by the Uniform Fiscal Procedures Act for Utah Cities, the operating budget of West Valley City is periodically amended to accommodate regular and necessary changes in expenditures and revenues that occur throughout the fiscal year. These budget modifications are called "budget openings". They are considered by the City Council and accompanied by a public hearing to provide authorization to expend resources for grants received, rollovers of projects from the prior years, emergency expenditures, take advantage of economic opportunities, or other expenditures deemed to be appropriate and timely. Regular budget openings are necessary to maintain regular and orderly city operations and stay in compliance with State laws.

BUDGET OPENING
APRIL 2026 - JUNE 2026
REDEVELOPMENT AGENCY
FISCAL YEAR 2025-2026

No.	Amount	Description	Source
1	\$ 200,000.00	Design for SR-201 North Frontage Road Project <i>(Northwest EDA is funding the Design Services for the SR-201 N Frontage Road)</i>	RDA Existing Budget Transferred to CIP

Previously Approved Budget Openings

BUDGET OPENING
JANUARY 2026 - MARCH 2026
REDEVELOPMENT AGENCY
FISCAL YEAR 2025-2026

No.	Amount	Description	Source
1	\$ 84,805.00	5900 West Road Project <i>(Northwest EDA is funding the Design Services for the Bridge over Riter Canal)</i>	RDA Fund Balance Transferred to CIP



Description: FY 2026-27 RDA Final Budget Adoption

Fiscal Impact:

Funding Source:

Account #:

Budget Opening Required:

☐

Issue:

A Resolution adopting a final budget for the Redevelopment Agency (RDA) of West Valley City for the Fiscal Year commencing July 1, 2026, and ending June 30, 2027.

Summary:

This resolution adopts the tentative budget for the Redevelopment Agency of West Valley City for the 2026-2027 fiscal year and sets a date for public comment at a hearing on June 9, 2026

Background:

The Redevelopment Agency will adopt a tentative budget that will be made available for public inspection during regular office hours in the City's Recorder's office and gave notice of a hearing to receive public comment, before the final adoption of this tentative budget for FY 2026-2027.

Recommendation:

City staff recommends approval of the resolution.

Department: Finance

Submitted By:

Date Submitted:



Diversity - Community - Prosperity - Attractiveness - Reputation

REDEVELOPMENT AGENCY OF WEST VALLEY CITY

RESOLUTION NO. _____

**A RESOLUTION ADOPTING THE ANNUAL
BUDGET FOR THE WEST VALLEY CITY
REDEVELOPMENT AGENCY FOR THE FISCAL
YEAR COMMENCING JULY 1, 2026 AND ENDING
JUNE 30, 2027.**

WHEREAS, as required by law, the Redevelopment Agency of West Valley City (the “Agency”) submitted a proposed annual budget (the “Budget”) to the Redevelopment Agency Board of Directors for review and revision before final approval; and

WHEREAS, the Agency held a public hearing on June 9, 2026, to consider final adoption of the Budget for the 2026-2027 fiscal year; and

WHEREAS, the Agency caused a notice of public hearing to be disseminated and made the Budget available for public inspection in accordance with state law; and

WHEREAS, the Agency has considered all written and oral statements made at the public hearing objecting to or supporting the Budget, based upon the testimony received at the public hearing; and

WHEREAS, the Board of Directors of the Agency has determined that it is in the best interests of the citizens of West Valley City to adopt the annual Redevelopment Agency Budget for the 2026-2027 fiscal year.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Redevelopment Agency of West Valley City that the annual Budget, attached hereto as Exhibit “A,” is hereby adopted for the fiscal year commencing July 1, 2026 and ending June 30, 2027.

PASSED, APPROVED, and MADE EFFECTIVE this _____ day of _____, 2026.

REDEVELOPMENT AGENCY OF WEST
VALLEY CITY

CHAIR

ATTEST:

SECRETARY

REDEVELOPMENT AGENCY - FUND 22
REVENUE STATEMENT

	Actual 2022-2023	Actual 2023-2024	Actual 2024-2025	Adopted 2025-2026	Final 2026-2027	Percent Change
5600 WEST GATEWAY:						
Tax Increment	285,023	341,771	440,616	189,315	278,229	
Total 5600 West Gateway	285,023	341,771	440,616	189,315	278,229	47.0%
EAST 3500 A:						
Tax Increment	548,190	881,522	963,675	748,269	759,679	
Total East 3500 A	548,190	881,522	963,675	748,269	759,679	1.5%
NORTH CENTRAL:						
Tax Increment	1,579,616	1,862,500	2,148,128	2,211,108	2,385,510	
Total North Central	1,579,616	1,862,500	2,148,128	2,211,108	2,385,510	7.9%
JORDAN RIVER:						
Tax Increment	718,905	755,214	773,163	348,543	344,343	
Total Jordan River	718,905	755,214	773,163	348,543	344,343	-1.2%
WILLOW WOOD:						
Tax Increment	173,213	237,868	269,121	246,055	250,453	
Total Willow Wood	173,213	237,868	269,121	246,055	250,453	1.8%
HERCULES HILL A:						
Tax Increment	343,226	292,921	356,898	326,868	340,920	
Total Hercules Hill A	343,226	292,921	356,898	326,868	340,920	4.3%
HERCULES HILL B:						
Tax Increment	830,205	870,922	969,233	908,232	918,339	
Total Hercules Hill B	830,205	870,922	969,233	908,232	918,339	1.1%
NORTHWEST:						
Tax Increment	7,638,167	7,945,968	8,857,558	9,847,143	10,384,017	
Total Northwest	7,638,167	7,945,968	8,857,558	9,847,143	10,384,017	5.5%
SOUTHWEST:						
Tax Increment	3,260,929	3,558,190	3,377,143	3,460,553	3,494,247	
Total Southwest	3,260,929	3,558,190	3,377,143	3,460,553	3,494,247	1.0%
SOUTH REDWOOD ROAD:						
Tax Increment	643,552	993,864	1,180,710	1,221,509	1,147,526	
Total Southwest	643,552	993,864	1,180,710	1,221,509	1,147,526	-6.1%
FAIRBOURNE/MARKET ST:						
Tax Increment	625,638	682,664	674,195	1,173,089	702,272	
Total Fairbourne	625,638	682,664	674,195	1,173,089	702,272	-40.1%
CITY CENTER:						
Tax Increment	1,956,024	2,229,142	2,424,503	2,506,552	3,000,465	
Total City Center	1,956,024	2,229,142	2,424,503	2,506,552	3,000,465	19.7%
RDA Operations	2,509,054	2,509,054	32,545,150	0	0	
Rental Revenue	31,621	0	0	0	0	
Sale of Land	0	0	891,098	0	0	
Bond Interest	328,608	585,349	721,997	97,000	97,000	
PTIF Interest	0	0	0	0	0	
Build America Back	0	0	0	0	0	
Misc. Rev.	10	0	43,164	0	0	
Bond Proceeds	1,142,500	0	0	0	0	
Subtotal	4,011,793	3,094,403	34,201,409	97,000	97,000	0.0%
Total	22,614,481	23,746,949	56,636,352	23,284,236	24,103,000	3.5%
Appropriation From Fund Balance	0	0	0	4,100,000	4,100,000	
Grand Total	22,614,481	23,746,949	56,636,352	23,284,236	28,203,000	21.1%

REDEVELOPMENT AGENCY - FUND 22
EXPENDITURE STATEMENT

	Actual 2022-2023	Actual 2023-2024	Actual 2024-2025	Adopted 2025-2026	Final 2026-2027	Percent Change
NORTH CENTRAL:						
Project Costs	0	0	347,286	34,595		
Tax Increment Pmts.	(198,000)	1,079,128	1,079,489	1,750,000	1,750,000	
Total North Central	(198,000)	1,079,128	1,426,775	1,784,595	1,750,000	-1.9%
JORDAN RIVER:						
Project Costs	0	0	339,364	0	0	
Tax Increment Pmts.	0	0	949,211	0	0	
Total Jordan River	0	0	1,288,575	0	0	0.0%
GENERAL:						
Payroll Expenses	1,101,206	1,267,404	797,912	1,209,730	1,187,719	
Admin./Proj. Costs	1,763,724	678,086	1,939,323	1,115,270	1,137,281	
Transfer Out	45,000	457,360	206,750	45,000	45,000	
Total General	2,909,930	2,402,850	2,943,985	2,370,000	2,370,000	0.0%
HERCULES HILL A:						
Project Costs	0	0	200,000	0	0	
Debt Service	0	0	0	0	0	
Total Hercules Hill A	0	0	200,000	0	0	0.0%
FAIRBOURNE/MARKET ST:						
Project Costs	0	0	0	350,000	350,000	
Tax Increment Pmt.	95,739	514,554	253,508	1,800,000	1,500,000	
Total Fairbourne	95,739	514,554	253,508	2,150,000	1,850,000	-14.0%
MULTI-PURPOSE EVENT CENTER:						
Debt Service 2015	386,905	386,543	0	0	0	
Transfer Out SARR (DS)	1,736,872	3,258,354	3,934,591	3,963,066	2,369,750	
Total MP Event Ctr.	2,123,777	3,644,897	3,934,591	3,963,066	2,369,750	-40.2%
NORTHWEST:						
Project Costs	0	0	0	600,000	600,000	
Tax Increment Payment	3,537,901	3,297,500	3,502,658	7,500,000	8,000,000	
Transfer Out	0	0	0	0	3,000,000	
Total Northwest	3,537,901	3,297,500	3,502,658	8,100,000	11,600,000	43.2%
GRANGER CROSSING:						
Project Costs	0	850,000	0	0	0	
Tax Increment Payment	0	0	0	0	0	
Total Granger Crossing	0	850,000	0	0	0	0.0%
SOUTHWEST						
Project Costs	0	0	0	50,000	750,000	
Tax Increment Payment	1,284,080	1,789,126	1,141,374	2,500,000	0	
Transfer Out	0	0	0	0	4,998,567	
Total Southwest	1,284,080	1,789,126	1,141,374	2,550,000	5,748,567	125.4%
SOUTH REDWOOD ROAD						
Project Costs	0	0	0	100,000	0	
Tax Increment Payment	0	0	0	0	0	
Total South Redwood Road	0	0	0	100,000	0	-100.0%

REDEVELOPMENT AGENCY - FUND 22
EXPENDITURE STATEMENT

	Actual 2022-2023	Actual 2023-2024	Actual 2024-2025	Adopted 2025-2026	Final 2026-2027	Percent Change
CITY CENTER:						
Rental/Maintenance	40,843	3,526	0	0	0	
Prof/Tech	10,615	320,457	1,143,175	250,000	641,158	
Tax Increment Payment	100,000	100,000	107,626	0	0	
Debt Service 2016 A & B	2,485,066	2,485,196	2,483,167	0	0	
Debt Service 2016	777,050	769,850	769,775	776,275	771,525	
Debt Service 2020	1,237,360	1,238,480	1,239,280	1,234,800	0	
Bond Fees	13,500	8,500	5,500	5,500	2,000	
WVC Credit Tenant Lease	2,479,261	2,484,261	32,404,588	0	0	
RDA Operations	0	0	297,028	0	0	
Project Costs	3,266,257	0	8,609,446	0	0	
Transfers Out	0	0	0	0	1,100,000	
Bond Defeasance	0	0	0	0	0	
Total City Center	10,409,952	7,410,270	47,059,585	2,266,575	2,514,683	10.9%
Appropriation To Fund Balance	0	0	0	0	0	
Grand Total	20,163,379	20,988,325	61,751,051	23,284,236	28,203,000	21.1%



Description: *Hometown Scholars Contribution Agreement*

Fiscal Impact: \$180,000.00

Funding Source: *RDA 17C-1-411 Housing Funds*

Account #: *22-6071-40310-0000-00000*

Budget Opening Required: ☐

Issue:

A Resolution authorizing the Redevelopment Agency of West Valley City to renew an Agreement with the University of Utah School of Business Opportunity Scholars program.

Summary:

As part of the City Council's goal of creating and maintaining a sustainable city, the RDA has been tasked with improving opportunities for secondary education for West Valley City students. The City Council and the Board recognized that having an educated workforce present in the city provides for many economic development opportunities not otherwise available. As the City moves to the future it is important to maintain the workforce already in place and to increase the educational attainment levels of our residents. This is the ninth year of the Opportunity Scholars - RDA partnership.

This year the My Hometown Scholarship program assisted 24 West Valley City University Students. There were 7 students who graduated from the program this year. This scholarship program is widely advertised and promoted at all of the city's high schools as well as to WVC seniors that live in the City but may attend schools out of our boundary. If these students take the My Hometown scholarship monies, they agree to represent West Valley City and will either remain living in the City or come back to the city and seek employment long term in the City.

Background:

The RDA will use its state law mandated housing set aside money to provide affordable housing and other tools to at least 12 students from West Valley City that will attend the University of Utah in the Fall of 2026. These students will be in the program, will live at Fairbourne Station, will attend classes via the Trax line, and will be provided other mentor and scholarship opportunities through the university to ensure their success. Opportunity scholars has a 93% graduation rate for those in its program. Opportunity scholars serves first generation college students. The Opportunity Scholars program provides retention resources such as tutors, mentors, internships, advising, career-services, service-learning projects, community outreach, networking opportunities, counseling, financial assistance, and access to the program director.

Recommendation:

Approval

Department: RDA
Submitted by: Jonathan Springmeyer, Econ. Dev. Dir.
Date: May 18, 2026



REDEVELOPMENT AGENCY OF WEST VALLEY CITY

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE REDEVELOPMENT
AGENCY OF WEST VALLEY CITY TO RENEW THE
HOMETOWN SCHOLARS CONTRIBUTION AGREEMENT
WITH THE UNIVERSITY OF UTAH.**

WHEREAS, the Redevelopment Agency of West Valley City (the “Agency”) undertakes a variety of initiatives to promote economic development in the City; and

WHEREAS, one of the strategic long-term goals of the Agency is to promote the successful completion of higher education for West Valley City students as this provides for a strong capable workforce and a more stable economy in the City; and

WHEREAS, the University of Utah’s David Eccles Business School (the “University”) operates an Opportunity Scholars Program (the “Program”) that offers mentoring, scholarships, and academic support to first generation college students at the University; and

WHEREAS, the Program has achieved a 93% graduation rate for program participants, all of whom qualify for need based financial aid and who face substantial barriers to educational attainment prior to Program participation; and

WHEREAS, the Agency and West Valley City share a commitment to promoting an educated workforce in the City; and

WHEREAS, the Agency and the University have established the Hometown Scholars partnership that has produced excellent results for West Valley City residents; and

WHEREAS, the partnership between the Agency and the University has offered a unique opportunity to promote shared goals of supporting affordable housing options and investing in the future leaders of our City; and

WHEREAS, the Agency has prepared a Contribution Agreement (the “Agreement”) between the Agency and the University to offer support to the Program and to continue a partnership between the Agency and the University; and

WHEREAS, the Board of Directors of the Redevelopment Agency of West Valley City finds that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to approve the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Redevelopment Agency of West Valley City that the Agreement is hereby approved in substantially the form attached, and that the Chief Executive Officer is hereby authorized to execute said Agreement for and on behalf of the Agency, subject to approval of the final form of

the Agreement by the City Manager and the City Attorney's Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2026.

REDEVELOPMENT AGENCY OF WEST
VALLEY CITY

CHAIR

ATTEST:

SECRETARY

CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (the “Agreement”) is entered into as of _____ (the “Effective Date”), by and between the Redevelopment Agency of West Valley City, a Utah political subdivision (“AGENCY”) and the University of Utah (“University”), a body politic and corporate of the State of Utah, on behalf of its David Eccles School of Business (the “Business School”).

RECITALS

- A. The Business School operates the Opportunity Scholars Program the (“Program”), which provides retention and student success resources, including academic coaching; professional mentorship; financial assistance; and structured, year-long programming focused on academic, career, and personal development. The Program also offers service-learning projects, community outreach, networking opportunities, and direct access to Erica Rojas (the “Program Director”) and program dedicated staff. In addition, the Program connects students to school-wide resources such as tutoring, internships, career-services, counseling, and academic advising;
- B. The Business School’s Opportunity Scholars Program offers first generation students who qualify for need-based financial aid a combination of scholarships and mentoring services that has proven extremely effective in increasing graduation rates and preparing students to maximize their opportunities following graduation; and
- C. The AGENCY seeks to contribute funds to the Business School in support of a pilot program to facilitate academic success and offer support for the partial or full cost of attendance, including housing expenditures.

For the consideration set forth herein, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Engagement; Services and Work Product. In exchange for the Contribution (as defined below), the AGENCY hereby engages the Business School as an independent contractor, and the Business School hereby accepts such engagement, upon the terms and subject to the conditions set forth in this Agreement.

1.1 Services. During the term of this Agreement, the Business School, through the Program, will use the Contribution for scholarships as set forth in Exhibit A.

1.2 Program Director. The Program Director responsible for supervising students engaged in the Program shall be Erica Rojas, unless the parties agree otherwise. In the event the Program Director is unwilling or otherwise unable to continue performing services as the Program Director (for example, the Program Director terminates his or her employment with the University of Utah for any reason), the parties will in good faith select a replacement Program Director acceptable to both parties. If the parties are unable, for any reason, to identify a Program

Director acceptable to both parties, either the AGENCY or the Business School may terminate this Agreement upon thirty (30) calendar days notice to the other party.

2. Contribution.

2.1 Contribution. In support of the Program, AGENCY shall contribute Seventy Five Thousand Dollars (\$75,000.00) (the “Contribution”) to the Business School.

2.2 Cash Payment. The AGENCY shall pay the Contribution to the Business School within thirty days of execution of this Agreement.

2.3 Housing Units. The AGENCY shall secure, and be responsible for all payments associated with, four two-bedroom housing units for use by Program participants selected by the Business School (“Units”). No portion of the Contribution made to the Business School is intended to be used to pay for, and shall not be used to pay for the Units. The Agency shall make these Units available to the Program participants free of charge. Program participants, and not the Business School, shall be responsible for any damage to the Units. The University and the Business School each hereby disclaim any liability with respect to the housing Units procured by the Agency for use by the students in the Program, including without limitation, the payment of any rent, down payments, security deposits, insurance and/or damages to any of the Units.

3. Changes to the Agreement. The Business School shall not change the use of the Contribution as set forth in Exhibit A without a written amendment signed by the AGENCY and the Business School.

4. Relationship of the Parties.

4.1 Status as an Independent Contractor. The Business School shall at all times during the term of this Agreement and in the performance of the Services be an independent contractor. Neither the Business School nor any employee or student of the Business School shall be considered an employee of the AGENCY for any purpose.

4.2 No Benefits. The Business School acknowledges and agrees that, as an independent contractor, neither the Business School nor any of its students, employees or subcontractors shall be entitled to participate in any employee fringe benefit, medical or life insurance, pension or other similar plan sponsored by the AGENCY.

4.3 Selection of Recipients. The Business School shall determine the method, details, and means of awarding scholarships as set forth in Exhibit A.

5. Term; Termination.

5.1 Term of Agreement. The term of this Agreement will commence on the Effective Date and will automatically expire on July 31, 2027 (the “Expiration Date”).

5.2 Termination for Cause. Either party may terminate this Agreement, at such party's discretion, thirty (30) days after serving notice upon the other party to this Agreement of the occurrence of any event of default as set forth below on the part of the other party, unless such other party shall have cured such event of default within such thirty (30) day period.

5.3 Effect of Termination. Within thirty (30) days following the effective date of expiration or earlier termination of this Agreement, the Business School shall deliver to the AGENCY all funds from the Contribution that have not been awarded to students at the time of termination.

5.4 Survival. Sections 4.1, 4.2, and 5 through 10, inclusive, of this Agreement shall survive any expiration or earlier termination of this Agreement and shall continue in effect.

6. Confidentiality.

6.1 Confidentiality. The Business School shall maintain in strict confidence, and shall use and disclose only as authorized by the AGENCY, all Confidential Information (as defined below) that the Business School receives in connection with the performance of Services and development of the Work Product under this Agreement. Notwithstanding the foregoing restrictions, the AGENCY acknowledges that the Business School is a governmental entity and subject to the Utah Government Records Access and Management Act, Sec. 63G-2-101 *et seq.*, Utah Code Ann. ("GRAMA") and Sec. 53B-16-301 *et seq.*, Utah Code Ann., and that the Business School's confidentiality obligations shall in all cases be subject to its obligations under GRAMA, or to an order of any court or other governmental authority, but only after the AGENCY has been so notified and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure. Pursuant to Section 63G-2-309 of GRAMA, the AGENCY hereby claims that all properly identified Confidential Information provided to Business School in connection with the Services are "protected records" under Section 63G-2-305 of GRAMA and contain proprietary business information (including without limitation, trade secrets and commercial information). The Confidential Information is not publicly available, is critical to the AGENCY's operations, and would not be disclosed without assurance that the Confidential Information will remain confidential to the extent permitted by law.

6.2 Confidential Information. For purposes of this Agreement, "Confidential Information" means a properly identified trade secret or commercial information (as defined at Section 63G-2-305) provided to the Business School by the AGENCY, which may include (a) the name or address of any customer or supplier of the AGENCY, or of any other person or entity with which the AGENCY does business or any information concerning the transactions of any customer, supplier or other person or entity with the AGENCY; (b) any information relating to the contracts, agreements, business plans, budgets, or results of operations, or any other financial information of the AGENCY, to the extent such information has not been made available to the public by the AGENCY; and (c) any other trade secret or commercial information marked or noted to be confidential by the AGENCY at the time of disclosure. Confidential Information shall not include any information (x) that is or becomes generally known to the public through sources independent of the AGENCY and through no fault of the Business School; or (y) that is available or becomes available to the Business School from a third party who has a right to disclose it to the Business School other than in the Business School's capacity under this Agreement; or (z) that is

independently developed or acquired by the Business School or the Business School's personnel other than in the course of performing Services under this Agreement and without reliance in any way upon Confidential Information.

7. Miscellaneous.

7.1 Governing Law. This Agreement shall be construed in accordance with, and governed by the substantive laws of, the State of Utah, without reference to principles governing choice or conflict of laws.

7.2 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity of any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision were not contained herein; provided that the Agreement as so modified preserves the basic intent of the parties.

7.3 Assignment. The benefit of this Agreement may not be assigned or in any manner transferred and the obligations may not be delegated by either party, except with the prior written consent of the other party hereto. Subject to the foregoing limitation upon assignment and delegation, this Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors, agents, heirs and permitted assigns.

7.4 No Waiver. The failure of either party at any time to require performance by the other party of any one or more of the provisions of this Agreement shall not affect the right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any term or provision of this Agreement be interpreted or held to be a waiver of any succeeding breach of such term or provision or as a waiver of the term or provision itself.

7.5 Captions. The captions used herein are for ease of reference only and shall not define or limit the provisions hereof.

7.6 Notices. Any notice, request, consent and other communications hereunder shall be in writing and may be (a) delivered by hand, or (b) sent by courier service, or (c) by fax, or (d) by certified first class mail, postage prepaid, return receipt requested, to the addresses set forth below. Such notice shall be deemed to have been duly given (a) on the day of actual delivery, if delivered by hand or by courier, (b) on the date when sent, as evidenced by a printed confirmation report of delivery, if sent by fax, or (c) three (3) business days after deposit in the U.S. mail. Addresses may be changed by notice given pursuant to this Section.

If to the Business School: University of Utah

Tel _____
Fax _____

and to the address of the Faculty Supervisor.

If to the AGENCY: Redevelopment Agency of West Valley City
 Attn: Ifo Pili
 3600 Constitution Blvd.
 West Valley City, UT 84119

7.7 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter contained herein, and there are no covenants, terms or conditions, express or implied, other than as set forth or referred to herein. This Agreement supersedes all prior agreements between the parties hereto relating to the subject matter hereof. No representation, oral or written, modifying or contradicting the terms of this Agreement have been made by any part except as contained herein. This Agreement may not be amended, modified or canceled except as provided herein or by written agreement of the parties signed by the party against whom enforcement is sought.

7.8 Uncontrollable Forces. Neither the AGENCY nor the Business School shall be considered to be in default of this Agreement if delays in or failure of performance hereunder shall be due to uncontrollable forces the effect of which the nonperforming party could not avoid by exercise or reasonable diligence.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

University of Utah, a body politic and
corporate of the state of Utah

Redevelopment Agency of West Valley City

“BUSINESS SCHOOL”

“AGENCY”

NAME: _____
TITLE: _____

NAME: _____
TITLE: _____

ATTEST:

Secretary

Approved as to form 5/18/2026
Brandon Hill

EXHIBIT A

CONTRIBUTION TERMS

The Business School shall use the Contribution, as follows:

- 1) The Business School shall fund scholarships only for students with a connection to West Valley City. A connection to West Valley City can be established by permanent residency in West Valley City, graduation from or attendance at a high school located in West Valley City, or other educational, vocational, or social connection to West Valley City sufficient to merit consideration for a scholarship in the discretion of the Business School.
- 2) The Business School shall offer mentoring services, academic support, and other assistance as required by and through the Opportunity Scholars Program.
- 3) The Business School shall provide sufficient information to the AGENCY to permit the AGENCY to evaluate the success of the Program, the contribution of the Program to student success, and the viability of a continued partnership between the AGENCY and the Business School. Such information shall be determined solely by the Business School and in no event shall the Business School provide, or be required to provide, any information that would violation any applicable laws, including without limitation, the Family Educational Rights and Privacy Act (**FERPA**).
- 4) For avoidance of doubt, the Contribution does not include any obligation with respect to the Units.



University of Utah Hometown Scholars Contribution

- WVC and Opportunity Scholars partnership started in 2017
- Our contribution: \$180,000 in housing & scholarships.
- Criteria: Live in West Valley City or Graduated from a WVC High School, and 1st Generation Student

Scholarships

2025-2026

- 24 scholarships
- 7 graduates