

ECONOMIC DEVELOPMENT SERVICES AGREEMENT

Rich County and Bear River Association of Governments

Rural County Grant — Fiscal Year 2027 (July 1, 2026–June 30, 2027)

This Economic Development Services Agreement (the “Agreement”) is entered into by and between **Rich County**, a political subdivision of the State of Utah (the “County”), and **Bear River Association of Governments**, an association of governments organized under Utah law (“BRAG”). The County and BRAG may each be called a “Party” and together the “Parties.”

RECITALS

- A. The County receives or anticipates receiving Rural County Grant (“RCG”) funds from the Utah Governor’s Office of Economic Development (“GOED”) for economic development planning, projects, and activities.
- B. BRAG employs professional community and economic development staff and has historically provided county economic development services throughout Box Elder, Cache, and Rich Counties.
- C. The County desires to retain BRAG to provide the services, deliverables, performance tracking, and reporting described in this Agreement, and BRAG is willing to provide those services.
- D. The Parties intend this Agreement and its exhibits to document the scope of work, expected deliverables and outcomes, budget allocation, contact information, and annual reporting required for the County’s use of RCG funds.

1. Purpose and Term

The purpose of this Agreement is for BRAG to provide professional economic development services to the County and to establish clear work expectations, deliverables, performance measures, budget allocations, and reporting for any RCG funds used for those services.

The term is July 1, 2026 through June 30, 2027. The Parties may renew the Agreement for later fiscal years by written amendment or by executing a successor agreement with an updated scope, metrics, and budget.

2. Scope of Services

BRAG will provide the services identified in Exhibit A, subject to County priorities, available funding, staff capacity, and the timing of business and project opportunities. Services may include:

- RCG application development, budget support, grant administration, documentation, annual reporting, and coordination with the County Economic Opportunity Advisory Board (“CEO Board”);
- business recruitment, site-selection assistance, responses to requests for information, property and infrastructure research, site visits, prospect follow-up, and negotiation support;
- business retention and expansion, entrepreneurship and small-business assistance, and development or administration of County-approved grant or micro-grant programs;
- Community Reinvestment Area planning and annual reporting, infrastructure and capital-project coordination, special projects, and other economic development implementation support; and
- economic research, property marketing, SWOT or strategic analyses, regional coordination, and assistance to municipalities and partner organizations within the County.

BRAG will act in an advisory and administrative capacity. Final policy, funding, incentive, land-use, and project-approval decisions remain with the County or other legally authorized body.

3. Deliverables and Performance Measures

BRAG will produce the deliverables and track the performance measures stated in Exhibit A. BRAG will maintain reasonable records of activities and approximate time spent on County services. The Parties recognize that some work is opportunity-driven and that actual activity volume may vary during the year.

Performance measures are management and accountability tools, not guarantees that a company will locate or expand in the County, that jobs or investment will occur, or that any public or private entity will approve a project.

4. Compensation and Use of Funds

The County will pay BRAG the annual service fee stated in Exhibit B. The County's anticipated allocation percentage reflects the established tri-county population-based approach used to support BRAG's Community & Economic Development Department; the exact dollar amount for the fiscal year controls.

Payments are subject to lawful appropriation and, for the RCG-funded portion, the County's receipt and permitted use of RCG funds. If the County's RCG award is reduced, withheld, or materially restricted, the Parties will promptly revise the scope and fee or may terminate this Agreement.

BRAG will use payments only for lawful costs associated with providing the contracted services. Exhibit B provides the budget narrative and line-item calculation of value against the annual service fee.

5. Administration and Reporting

The County will designate a staff liaison, and BRAG's Executive Director will designate the BRAG service lead. The current service lead is Shawn Milne, Director of Community & Economic Development, or a successor designated by BRAG.

BRAG will provide reasonable activity updates upon request and will submit the annual report described in Exhibit C no later than July 15, 2027, unless the County requests an earlier date to meet GOED reporting deadlines.

BRAG will provide information reasonably needed for County invoices, grant files, audits, monitoring, and the County's required letter evaluating the effectiveness of grant-funded services.

6. County Responsibilities

The County will:

- identify priorities, provide timely decisions and authorizations, and make available information reasonably needed for the work;
- maintain a functioning CEO Board and satisfy applicable appointment, meeting, training, application, and reporting requirements;
- review and approve RCG applications, budgets, projects, and reports through the legally required County processes;
- pay BRAG in accordance with Exhibit B; and
- prepare and submit the County's independent effectiveness letter and other certifications required by GOED.

7. Relationship of the Parties

BRAG is an independent governmental contractor. BRAG personnel remain employees of BRAG and are not employees, officers, or agents of the County for payroll, benefits, supervision, or employment-law purposes. BRAG may assign qualified staff to perform the work while remaining responsible for contract performance.

This Agreement does not create a separate legal entity, joint venture, or joint board. The County liaison and BRAG service lead will administer the Agreement. No jointly owned property is anticipated; property acquired by either Party remains that Party's property unless separately agreed in writing.

8. Records, Confidentiality, and Legal Compliance

BRAG will retain records supporting the work, time estimates, and expenditures for the period required by the County's grant agreement and applicable law and will make them available to the County and authorized State reviewers upon reasonable request.

The Parties will handle prospect, business, and project information in accordance with applicable confidentiality obligations and the Utah Government Records Access and Management Act. Neither Party promises confidentiality beyond what law permits.

Each Party will comply with applicable federal, state, and local law. Each Party is responsible for its own acts and omissions to the extent provided by law, and nothing in this Agreement waives any protection under the Utah Governmental Immunity Act.

9. Termination

Either Party may terminate this Agreement for convenience upon 30 days' written notice. A Party may terminate sooner for a material breach that remains uncured for 10 business days after written notice, or immediately if continued performance would violate law or grant requirements.

Upon termination, the County will pay BRAG for services and allowable costs incurred through the termination date, not to exceed the authorized amount. BRAG will provide available work products and records needed for grant closeout.

10. General Provisions

This Agreement, including its exhibits, is the entire agreement concerning the services described. Amendments must be in writing and authorized by both Parties, except for written work-priority adjustments allowed under Exhibit A.

Neither Party may assign this Agreement without the other Party's written consent. Notices will be delivered to the signatories or designated administrators. Utah law governs this Agreement. If a provision is unenforceable, the remaining provisions remain effective. Electronic and counterpart signatures are permitted.

SIGNATURES

The Parties have authorized this Agreement through their respective governing processes and execute it effective as of July 1, 2026, regardless of the date of the last signature, unless otherwise stated in writing.

RICH COUNTY

By: _____
Chair, Board of County Commissioners

Date: _____

Attest: _____
County Clerk

Approved as to Form:

County Attorney

BEAR RIVER ASSOCIATION OF GOVERNMENTS

By: _____
Executive Director

Date: _____

Service Contact:
Shawn Milne
Director of Community & Economic Development
Email: shawnm@brag.utah.gov
Telephone: 801-514-4444
Mailing Address: 170 N Main Logan, Utah 84321

EXHIBIT A

County-Specific Scope of Work, Deliverables, and Performance Measures

BRAG will perform the following work for Rich County. The work plan is intentionally broad enough to accommodate time-sensitive economic development opportunities. County priorities may be adjusted in writing by the County liaison and BRAG's Executive Director without a formal amendment, provided the adjustment remains within the Agreement's purpose and approved budget.

Work Area / Objective	Activities and Deliverables	Performance Measure	Annual Target / Standard
RCG administration, compliance, and reporting	Prepare the annual RCG application and supporting scope, deliverables, budget materials, contract documentation, compliance records, and required grant submissions; assist with CEO Board materials and the County effectiveness letter.	Deadlines met; complete grant file; number of required submissions.	100% of required submissions completed by County/GOED deadlines.
Business retention, expansion, entrepreneurship, and site visits	Assist tourism, hospitality, retail, service, and other locally important businesses with retention and expansion, problem-solving, referrals, entrepreneurship assistance, access to available programs, and business site visits. Design or administer County-approved business-expansion or entrepreneurship grant and micro-grant programs, including applications, award documentation, and post-performance reimbursement support.	Business engagements and site visits; referrals/actions; grant applications and awards; reported jobs retained/created.	Business engagements or site visits, with emphasis on the seasonal operating period as appropriate; administer each County-authorized business grant or micro-grant program in accordance with adopted guidelines.
Special projects, research, SWOT, and municipal support	Support County-priority community and economic development projects, including tourism infrastructure, downtown or public-realm improvements, workforce and housing coordination, and business-serving infrastructure. Assist municipalities and respond to realistic business inquiries with property or market information; prepare research, SWOT or strategic analyses, and limited marketing materials suited to the County's scale and workforce.	Priority projects or milestones advanced; municipal assistance provided; qualified inquiries served; research, SWOT, or analysis deliverables completed.	Advance at least 1 County-designated priority project; respond to 100% of qualified inquiries by deadline; and complete relevant research, SWOT, strategic-analysis, or marketing deliverables.
Coordination, documentation, and annual reporting	Coordinate with County officials, municipalities, tourism and business partners, GOED, and regional stakeholders; maintain activity documentation and approximate hours; compile and submit the annual consultant report.	Coordination meetings; activity documentation maintained; annual report completed; hours reported.	Participate in substantive coordination meetings and submit the annual report by July 15, 2027.

Outcome limitation. The targets above measure BRAG's performance and activity. Business location decisions, job creation, capital investment, tax-base growth, and similar outcomes depend on decisions and market conditions outside BRAG's control and are not guaranteed.

EXHIBIT B

Budget Narrative and Line-Item Allocation

The County's anticipated share of the tri-county BRAG Community & Economic Development Department allocation is approximately 3%. The final service fee and funding sources must be completed below before execution and before this Agreement is submitted with the County's RCG application.

Total annual BRAG service fee	\$5,000.00
RCG-funded portion	\$5,000.00
Other county/local funding portion	\$0.00
Estimated total BRAG hours allocated to County	50

Budget narrative. The service fee supports the portion of BRAG's economic development personnel and operating costs reasonably attributable to the County, including salary, benefits, supervision, administrative support, travel, communications, research tools, and related overhead. BRAG provides pooled regional capacity; therefore, the line items below are allocations of the annual fee rather than separate hourly-billing commitments. Actual approximate hours will be reported at year-end.

Project / Activity Category	Share	Allocated Value
RCG admin, compliance, reporting	20%	\$1,000
Business retention, expansion, entrepreneurship, and site visits	45%	\$2,250
Special projects, research, SWOT, and municipal support	25%	\$1,250
Coordination, documentation, and annual reporting	10%	\$500
TOTAL	100%	\$5,000

Payment schedule: BRAG will invoice the County annually. The invoice may reference this Agreement and the applicable fiscal-year budget.

EXHIBIT C

Annual Consultant / Employee Report Checklist

BRAG will provide the following report to Rich County in sufficient time for the County's RCG annual reporting. The report may be narrative or tabular, but will address each item below.

- ☐ Services rendered and projects or activities worked on during the fiscal year.
- ☐ Deliverables completed and status of any work still in progress.
- ☐ Outcomes and economic development effects, including reported jobs created or retained, capital investment, infrastructure or capital improvements, business assistance, and other relevant results when known.
- ☐ Approximate hours spent providing work and services to the County.
- ☐ Performance against the measures in Exhibit A, including explanations for material variances.
- ☐ Actual allocation of RCG funds and other funds by the categories in Exhibit B.
- ☐ Supporting documentation reasonably requested by the County or GOED.

County effectiveness letter. The County remains responsible for providing GOED the required letter certifying the effectiveness of RCG funds paid for BRAG services in improving economic development in the County.