

**MINUTES
REDEVELOPMENT AGENCY
MAY 20, 2015**

The Redevelopment Agency met at the County Courthouse, 01 South Main Street in Brigham City, Utah at **6:45 p.m.** on **May 20, 2015**. The following members were present:

Jeff Scott	Member
Jeff Hadfield	Member
Marla Young	Clerk

Excused: Stan Summers Chairman

The meeting was called to order by Member Scott.

THE MINUTES OF THE REGULAR MEETING OF THE REDEVELOPMENT AGENCY ON MAY 06, 2015 WERE APPROVED AS WRITTEN ON A MOTION BY MEMBER HADFIELD, SECONDED BY MEMBER SCOTT AND UNANIMOUSLY CARRIED.

(SEE AGENDA - ATTACHMENT NO. 1.)

UCAP CONSULTING AGREEMENT #15-04 WITH KACHEMAK LLC – MITCH ZUNDEL

Economic Development Director Mitch Zundel stated this contract is with Kachemak LLC for consulting services. He said the contract was tabled last meeting to clarify some questions. The contract has been reviewed and all questions have been answered.

Kachemak LLC Consultant Jeremiah Riley presented the March status report.

MOTION: Member Hadfield made a motion to approve RDA Agreement #15-04. The motion was seconded by Member Scott and unanimously carried.

(See Attachment No. 2 – Agreement.)

PLYMOUTH EDA ROAD AGREEMENT – MITCH ZUNDEL, BILL GILSON

Road Supervisor Bill Gilson and Economic Development Director Mitch Zundel explained there are two companies that have expressed interest in helping with road improvements in Plymouth. These improvements would be seven to eight years earlier than planned. Each company and the RDA would pay 1/3. The companies would like the road paved bad enough that they are willing to front part of the money. They stated they will continue to have discussions with the business owners to come up with an agreement that works for all parties involved.

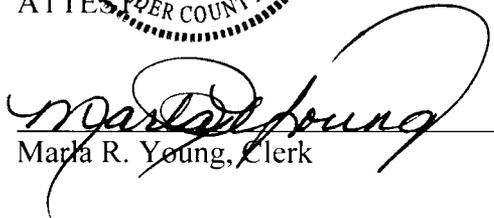
ADJOURNMENT

A motion was made by Member Hadfield to adjourn. Member Scott seconded the motion, and the meeting adjourned at 6:55 p.m.





Jeff Scott, Board Member



Marla R. Young, Clerk

CONSULTING AGREEMENT

Introduction

THIS CONSULTING AGREEMENT ("Agreement") is made and entered into as of May 6, 2015 the "Effective Date", by and between Box Elder County Redevelopment Agency ("County RDA") and Kachemak L.L.C., a Utah Limited Liability Company ("Consultant").

Recitals

WHEREAS, the County RDA desires to retain Consultant to perform certain consulting services for the County RDA, and Consultant is willing to perform such services, on the terms set forth more fully below.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties to this Agreement agree as follows:

1. Independent Contractor Relationship.

In accordance with the mutual intentions of the County RDA and Consultant, this Agreement establishes between them an independent contractor relationship, and all of the terms and conditions of this Agreement shall be interpreted in light of that relationship. This Agreement does not create any employer-employee, agency or partnership relationship. As an independent contractor, Consultant's fees and expenses shall be limited to those expressly stated in this Agreement.

2. Term.

The Term of this Agreement shall commence on May 1, 2015 and continue until May 31, 2016.

3. Type of Service.

The County RDA hereby retains Consultant to render consulting services to County RDA regarding unmanned aerial systems (UAS) program development and strategies, government relations, appropriations and procurement development, and test site management.

Under this agreement, Consultant will work to transition the program from the UCAP grant to other funding sources. The Consultant will also work to position the program for state and federal appropriations. These efforts are expected to take full time until the UCAP grant expires on or before October 31, 2015.

In addition, Consultant shall provide such other consulting services reasonably related to the foregoing as the County RDA shall request from time to time. Consultant shall diligently and conscientiously perform the consulting services required of Consultant under this Agreement, and shall utilize his best efforts to perform such services in a timely and competent manner. Upon reasonable notice from the County RDA, Consultant shall be available to members of the County RDA Board ("Board"), officers, managers, auditors and other designated personnel for consultation and advice. Services may be rendered at such locations as determined at the discretion of the Consultant, or that are mutually agreeable to Consultant and the County RDA, which may include the County RDA's offices.

RDA #2

4. Compensation.

Consultant agrees to furnish all services as provided herein as an independent contractor using Consultant's own means and methods. During the Term of this Agreement, the County RDA shall pay Consultant for services rendered US \$7,500 per month payable on or before the 15th of each month starting on May 1, 2015 for the month of May and continuing on or before the 15th of each month through October 31, 2015. Starting on November 1, 2015 and continuing until May 31, 2016, the Consultant compensation shall decrease to \$5,000 per month payable on or before the 15th of each month through May 31, 2016. The fee arrangement herein provided shall constitute full payment for Consultant's services to the County RDA during the Term of this Agreement, and Consultant shall not receive any additional benefits or compensation, including overtime for his services. The County RDA shall reimburse Consultant for reasonable and customary out-of-pocket expenses actually incurred by Consultant in connection with the consulting services provided to the County RDA. Consultant shall not be reimbursed for any single expense in excess of US \$100, without the prior approval of the County RDA Executive Director, or subsequent ratification thereof. Consultant shall itemize all such expenses in a statement, and each statement shall be accompanied by substantiating receipts or vouchers. Consultant is not eligible for or entitled to participate in or be covered by, any employee benefit program or policy sponsored by or through the County RDA (including, but not limited to, group insurance, 401(k) and other retirement, and fringe benefit plan coverage).

5. Consultant Responsible for Taxes.

In conformity with Consultant's independent contractor status and without limiting any of the foregoing, Consultant understands that no deduction or withholding for taxes or contributions of any kind shall be made by the County RDA. Consultant agrees to accept exclusive liability for the payment of all taxes or contributions for unemployment insurance, pensions or annuities, social security payments or otherwise, which are measured by the remuneration paid to Consultant.

6. Written Reports.

Consultant, when directed, shall provide written reports to the County RDA with respect to Consultant's services rendered hereunder, including, UCAP grant reporting, and FAA compliance reporting. Such written reports shall be in form and substance satisfactory to the County RDA.

7. Termination.

It is understood that as an independent contractor, Consultant is performing services at will, and for the benefit of the County RDA. The County RDA may exercise its right of termination, subject to the aforementioned notice requirement. If the County RDA exercises its right to terminate this Agreement, any obligation it may otherwise have under this Agreement shall cease immediately, provided that the County RDA shall remain obligated to pay Consultant the accrued but unpaid fees and expenses due at the time of termination, if any. Notwithstanding anything contained in this Agreement, or elsewhere, which may be read or construed potentially to the contrary, the County RDA's compensation obligations to Consultant set forth herein in Paragraph 4 shall remain in effect as an obligation of the County RDA for at least three months from the Effective Date of this Agreement. To exercise its right of termination, the County RDA must provide the Consultant written notice two months prior to its intended termination date.

8. Confidentiality.

(a) Confidential Information.

As used in this Agreement, "Confidential Information" means proprietary information of the County RDA, which is of value to the County RDA in the course of conducting its business and the disclosure of which could result in a competitive or other disadvantage to the County RDA. Confidential Information includes, without limitation, financial information, reports and forecasts, inventions, improvements and other intellectual property, trade secrets, know-how, designs, processes or formulae, software, market or sales information or plans, customer lists and business plans, prospects and opportunities (such as possible acquisitions or dispositions of businesses or facilities). Confidential Information includes information developed by Consultant pursuant to Consultant's engagement by the County RDA, as well as other information to which Consultant may have or had access in connection with Consultant's provision of services to the County RDA, except that is otherwise available to consultant through proper means. Confidential Information also includes the confidential information of others with which the County RDA has a business relationship. Notwithstanding the foregoing, Confidential Information does not include (i) information in the public domain, unless due to breach of Consultant's duties under this Agreement, or (ii) information obtained in good faith by Consultant from a third party that was lawfully in possession of such information and not subject to an obligation of confidentiality owed to the County RDA.

(b) Duty of Confidentiality.

Consultant understands and agrees that Consultant's engagement creates a relationship of confidence and trust between Consultant and the County RDA with respect to all Confidential Information. At all times, both Consultant's engagement with the County RDA and after termination, Consultant shall keep in confidence and trust all Confidential Information and shall not use or disclose any Confidential Information without the written consent of the County RDA, except (i) as may be required in the ordinary course of performing Consultant's services to the County RDA, or (ii) as may be required in response to a valid order by a court or other governmental body or as otherwise required by law (provided that if Consultant is so required to disclose Confidential Information, Consultant shall (A) immediately notify the County RDA of such required disclosure sufficiently in advance of the intended disclosure to permit the County RDA to seek a protective order or take other appropriate action, and (B) cooperate in an effort by the County RDA to obtain a protective order or other reasonable assurance that confidential treatment shall be afforded the Confidential Information.)

(c) Documents, Records, Etc.

All documents, records, data, apparatus, equipment and other physical property, whether or not pertaining to Confidential Information, which are furnished to Consultant by the County RDA, or are produced by Consultant, pursuant to Consultant's engagement shall be and remain the sole property of the County RDA, except to the extent that Consultant has developed any of the foregoing pursuant to an independent right to do so. Consultant shall return to the County RDA all such materials and property as and when requested by the County RDA. In any event, Consultant shall return all such materials and property immediately upon termination of Consultant's services for any reason.

(d) Third-Party Agreements and Rights.

Consultant hereby confirms that Consultant is not to his knowledge bound by the terms of any agreement that restricts in any way (i) Consultant's use or disclosure of information germane to the services to be provided hereunder, or (ii) Consultant's engagement in the services provided hereunder. Consultant represents to the County RDA that Consultant's (A) execution of this Agreement, (B) engagement with the County RDA, and (C) performance of his proposed services for the County RDA, shall not violate any contractual obligations that Consultant has with any other consulting client. In performing services for the County RDA, Consultant shall not disclose or make use of any information in violation of any agreements with or rights of third parties to the best of his good faith belief, and Consultant shall not disclose on the premises of the County RDA any copies or other tangible embodiments of non-public information belonging to or obtained from any other party.

(e) **Litigation and Regulatory Cooperation.**

During and after Consultant's engagement with the County RDA, Consultant shall cooperate reasonably with requests from the County RDA, or the County RDA's legal counsel, in the defense or prosecution of any claims or actions now in existence or which may be brought in the future against or on behalf of the County RDA that relate to events or occurrences that transpired while Consultant was engaged by the County RDA. Consultant's cooperation in connection with such claims or actions shall include, but not be limited to, being available to meet with counsel to prepare for discovery or trial and to act as a witness on behalf of the County RDA at mutually convenient times. During and after Consultant's engagement, Consultant also shall cooperate fully with the County RDA in connection with any investigation or review of any federal, state or local regulatory authority as any such investigation or review relates to events or occurrences that transpired while Consultant was engaged by the County RDA. The County RDA shall reimburse Consultant for any reasonable out-of-pocket expenses incurred in connection with Consultant's performance of obligations pursuant to this Section 9(e), and if Consultant spends more than five (5) hours in any calendar month after Consultant's engagement in performance of these obligations, the County RDA shall pay Consultant \$175 per hour (prorated for less than a full hour) for each hour over five (5) hours in such calendar month.

(f) **Intellectual Property.**

Except as provided otherwise by governing law, the County RDA shall be the sole owner of all the products and proceeds of Consultant's services hereunder including, without limitation, all materials, ideas, concepts, formats, suggestions, developments, and other intellectual properties that Consultant may acquire, obtain, develop, or create in connection with his services hereunder during the Term, free and clear of any claims by Consultant (or anyone claiming under Consultant) of any kind or character whatsoever (other than Consultant's rights and benefits hereunder). Consultant shall, at the request of the County RDA, execute such assignments, certificates or other instruments as the County RDA may from time to time deem necessary or desirable to evidence, establish, maintain, perfect, protect enforce or defend the County RDA's right, title and interest in and to any such products and proceeds of Consultant's services hereunder.

9. Assignment Prohibited.

Consultant shall not have the right or ability to assign, transfer, or subcontract his interest or any obligations under this Agreement to any person, firm, partnership, corporation or other entity

(including by operation of law, judicial process, or otherwise), in whole or in part, without the prior written consent of the County RDA, which consent may be withheld in the County RDA's sole discretion. Any attempt to do so shall be void. The County RDA may, however, assign or transfer this Agreement or any and all of its rights hereunder at any time without Consultant's consent.

10. Governing Law and Jurisdiction.

It is understood and agreed that no provision of this Agreement shall be construed so as to be in conflict with the laws of the State of Utah. It is further agreed that this Agreement is deemed to be consummated in the State of Utah, and that the terms and provisions of this Agreement shall be construed and interpreted pursuant to the laws of the State of Utah, without regard to the conflict of laws rules or principles thereof.

11. Severability.

In the event any portion of this Agreement shall be held illegal, void or ineffective, the remaining portions hereof shall remain in full force and effect. If any of the terms or provisions of this Agreement are in conflict with any applicable statute or rule of law, then such term(s) or provision(s) shall be deemed inoperative to the extent that they may conflict therewith and shall be deemed to be modified to conform with such statute or rule of law.

12. Notice.

Any report or notice required or permitted to be given hereunder shall be effective when sent. All notices shall be in writing and given personally or by prepaid certified mail, return receipt requested, or sent by expedited delivery service or facsimile transmission addressed to the parties hereunder at their respective addresses as follows:

Consultant: Jeremiah M. Riley
311 Frontier RD
Farmington, UT 84025

County RDA: Box Elder County RDA Redevelopment Agency
01 South Main
Brigham City, UT 84340

13. Indemnification.

The County RDA shall indemnify and hold harmless Consultant from and against any and all losses, damages, liabilities, reasonable attorneys' fees, court costs and expenses resulting or arising from any third party claims, actions, proceedings, investigations or litigation relating to or arising from or in connection with this Agreement, or any act or omission by the County RDA not directly attributable to the gross negligence, willful misconduct or fraud of the Consultant. Moreover, the County RDA shall hold Consultant harmless for any liability caused by the County RDA. Furthermore, Consultant shall hold the County RDA harmless for any liability caused by Consultant.

14. Nondisparagement.

Each party agrees that he or it shall not, both during and after the Term of this Agreement, directly or indirectly disparage or criticize the other party or any of such other party's officers, directors, employees, agents, or affiliates, or issue any communication, written or otherwise, that reflects adversely on or encourages any adverse action against such other party or any of such other party's officers, directors, employees, agents or affiliates; provided that nothing contained herein shall prevent either party from testifying truthfully under oath pursuant to any lawful court order or subpoena or otherwise responding to or providing disclosures required by law.

15. Entire Agreement.

This Agreement (together with any Appendices referred to herein) is the complete and exclusive statement of agreement and understanding of the parties with respect to matters in this Agreement and is a complete and exclusive statement of the terms and conditions thereof. This Agreement replaces and supersedes all prior written or oral agreements, statements, correspondence, negotiations and understandings by and among the parties with respect to the matters covered by it. No representation, statement, condition or warranty not contained in this Agreement is binding on the parties.

16. Amendments.

Any amendments to this Agreement must be in writing and designated as an amendment, and signed by both parties hereto.

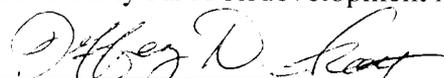
17. Headings.

The headings contained in this Agreement are for convenience of reference only and shall not affect or alter the meaning or effect of any provision hereof.

18. Counterparts.

This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Box Elder County RDA Redevelopment Agency,

By: 
Name: Jeffrey D. Scott
Title: Board Member

KACHEMAK L.L.C.,

By: 
Name: Jeremiah M. Riley
Title: Managing Member