



A Special Regular Electronic Meeting of the West Valley City Redevelopment Agency will be held on 8/25/2020 at 6:30 PM. This meeting will be held electronically. Members of the Public and Press are invited to view the meeting live on YouTube at <https://www.youtube.com/user/WVCTV>.

DON CHRISTENSEN, CHAIR
KAREN LANG, 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. August 11, 2020 Special Meeting
5. Resolutions:
 - A. 20-11: Authorize the Agency to Execute an Incentive Agreement With West Valley Industrial Owner, LLC, A.K.A. Sansone Development
 - B. 20-12: Approve Two Agreements with A-1 Environmental, Inc. to Conduct Remediation of Hazardous Materials
6. Adjourn

- West Valley City does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in employment or the provision of services.
- If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required. The person to contact for assistance is Nichole Camac.
- Electronic connection may be made by telephonic or other means. In the event of an electronic meeting, the anchor location is designated as City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah.

MINUTES OF RDA SPECIAL MEETING – AUGUST 11, 2020

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THE WEST VALLEY CITY REDEVELOPMENT AGENCY MET IN SPECIAL SESSION ON TUESDAY, AUGUST 11, 2020, AT 7:26 P.M. THE MEETING WAS CALLED TO ORDER BY CHAIRMAN CHRISTENSEN.

THIS MEETING WAS HELD ELECTRONICALLY.

THE FOLLOWING MEMBERS WERE PRESENT ELECTRONICALLY:

Don Christensen, Chair
Karen Lang, Vice-Chair
Lars Nordfelt
Ron Bigelow
Tom Huynh
Steve Buhler
Jake Fitisemanu

STAFF PRESENT:

Wayne Pyle, Chief Executive Officer
Nichole Camac, Secretary

Paul Isaac, Assistant City Manager
Nicole Cottle, CED Director/General Counsel/ Assistant City Manager
Eric Bunderson, City Attorney
Layne Morris, CPD Director
Kent Stokes, Acting Police Chief
John Evans, Fire Chief
Jim Welch, Finance Director
Nancy Day, Parks and Recreation Director
Russ Willardson, Public Works Director
Sam Johnson, Strategic Communications Director

APPROVAL OF MINUTES OF SPECIAL MEETING HELD JUNE 16, 2020

The Agency considered the Minutes of the Special Meeting held June 16, 2020. There were no changes, corrections or deletions.

Mr. Fitisemanu moved to approve the Minutes of the Special Meeting held June 16, 2020.
Mr. Bigelow seconded the motion.

A voice vote was taken and all members voted in favor of the motion.

RESOLUTION 20-10: AUTHORIZE THE REDEVELOPMENT AGENCY OF

MINUTES OF RDA SPECIAL MEETING – AUGUST 11, 2020

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WEST VALLEY CITY TO RENEW AN AGREEMENT WITH THE UNIVERSITY OF UTAH TO SUPPORT AND PARTNER WITH THE OPPORTUNITY SCHOLARS PROGRAM FOR THE BENEFIT OF WEST VALLEY CITY STUDENTS IN A PILOT PROGRAM TO PROMOTE SECONDARY EDUCATION

Wayne Pyle, Chief Executive Officer, presented proposed Resolution 20-10 that would authorize the Redevelopment Agency of West Valley City to renew an Agreement with the University of Utah to support and partner with the Opportunity Scholars Program for the benefit of West Valley City Students in a Pilot Program to promote Secondary Education.

Written documentation previously provided to the Redevelopment Agency included information as follows:

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 fourth year of the Opportunity Scholars-RDA partnership.

This year the My Hometown Scholarship program assisted 51 West Valley City University Students. There have been 7 students graduate from the program with an additional 12 scheduled to graduate 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 as well. To this end, since its inception, 25 students have been involved in internships with various businesses in the City as well.

The RDA will use its state law mandated housing set aside money to provide affordable housing and other tools to at least 16 students from West Valley City that will attend the University of Utah in the Fall of 2020. 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,

MINUTES OF RDA SPECIAL MEETING – AUGUST 11, 2020

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community outreach, networking opportunities, counseling, financial assistance, and access to the program director.

Councilmember Huynh stated that he feels insurance should be provided with the apartment and the students should be required to maintain a certain GPA level. Councilmember Buhler stated this is a great program.

Upon inquiry by Chairman Christensen there were no further questions from members of the Agency, and he called for a motion.

Mr. Buhler moved to approve Resolution 20-10.

Mr. Nordfelt seconded the motion.

A roll call vote was taken:

Mr. Fitisemanu	Yes
Ms. Lang	Yes
Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Bigelow	Yes
Mr. Nordfelt	Yes
Chairman Christensen	Yes

Unanimous.

MOTION TO ADJOURN

Upon motion by Ms. Lang, all voted in favor to adjourn.

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY REDEVELOPMENT AGENCY THE SPECIAL MEETING OF TUESDAY, AUGUST 11, 2020, WAS ADJOURNED AT 7:31 P.M. BY CHAIRMAN CHRISTENSEN.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Special Meeting of the West Valley City Redevelopment Agency held Tuesday, August 11, 2020.

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Nichole Camac
Secretary

DRAFT

20-11: Authorize the Agency to Execute an Incentive...

Item: West Valley Utah Industrial Owner LLC

Fiscal Impact: \$600,000

Funding Source: RDA (NW EDA)

Account #:

Budget Opening Required: ☐

ISSUE:

West Valley City is requesting approval of an Incentive Agreement between the West Valley City Redevelopment Agency (RDA) and West Valley Utah Industrial Owner LLC (a.k.a. Sansone Development) that will assist to offset a portion of costs associated to remediate site issues and install proper infrastructure in the Northwest EDA.

SYNOPSIS:

Sansone Development is a nationwide industrial real estate development company. Sansone is known for placing extra emphasis on the aesthetic appearance of its buildings as opposed to the past ways of building “industrial sheds.” Sansone is looking to develop two sizeable industrial buildings. Building 1 will be 206,800 SF in size while building 2 is 198,000 SF for a total of 404,800 SF. The capital investment of the core & shell alone totals \$23,500,000. Additional tenant improvements for new tenants down the road will amount to another investment of \$12-15M.

Sansone Development acquired 24 acres of property located at 6941 S. 2100 S. to develop a flex industrial park to meet the high demand for fulfillment space. The property is located inside the Northwest Economic Development Area. In order to develop the site, Sansone Development will need to mitigate 12 feet of undocumented soil fill that has been dumped on the site over the years. The undocumented fill makes the site unstable and completely unfeasible for development. Sansone Development will need to spend \$1.3M in order to remediate the site and make it stable for development.

The TIF incentive will help offset the heavy cost of remediating the site to make it developable. The amount of TIF generated by this project totals \$2,900,000. This incentive is subject to meeting the performance terms of the agreement and totals \$600,000, which is nearly 20% of total TIF generated by the project.

BACKGROUND:

The Redevelopment Agency worked with Sansone Development to select the site for development. Due to the development impediments created by the expenses associated with remediating the 12 feet of undocumented soil fill, the West Valley City RDA worked closely with Sansone Development to determine an incentive that would allow for the development to move forward.

RECOMMENDATION:

The WVC RDA Administrator recommends the WVC RDA Board approve the incentive agreement with Sansone Development.

SUBMITTED BY:

Jeff Jackson, West Valley City Redevelopment Agency.

REDEVELOPMENT AGENCY OF WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE AGENCY TO EXECUTE AN INCENTIVE AGREEMENT WITH WEST VALLEY INDUSTRIAL OWNER LLC, A.K.A. SANSONE DEVELOPMENT.

WHEREAS, the Agency is authorized to conduct community reinvestment activities within the boundaries of the City; and

WHEREAS, the Agency has created the Northwest Economic Development Area, in which the Agency is authorized to receive and expend tax increment for community reinvestment purposes; and

WHEREAS, Sansone Development is willing to construct industrial buildings that will further the goals set forth in the Northwest Economic Development Area Plan; and

WHEREAS, the Agency is willing to offer certain incentives to Sansone Development to ensure that Sansone Development locates within the City and contributes to the redevelopment and revitalization of certain areas within the City; and

WHEREAS, an Incentive Agreement (the "Agreement") attached hereto has been prepared by and between the Agency and Sansone Development setting forth the obligations of the parties and the terms on which the Agency shall pay incentives to Sansone Development; and

WHEREAS, the Board of Directors of the Redevelopment Agency of West Valley City does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to execute 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, subject to final approval of the form of the Agreement by the City Attorney's Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2020.

REDEVELOPMENT AGENCY OF WEST VALLEY CITY

CHAIR

ATTEST:

SECRETARY

INCENTIVE AGREEMENT

by and among
the Redevelopment Agency of West Valley City,
a public entity,

and

WEST VALLEY UTAH INDUSTRIAL OWNER LLC
A MISSOURI LIMITED LIABILITY COMPANY

Dated as of _____, 20____

NORTHWEST ECONOMIC DEVELOPMENT AREA

**INCENTIVE AGREEMENT
NORTHWEST ECONOMIC DEVELOPMENT AREA
WEST VALLEY CITY, UTAH**

THIS AGREEMENT (this “**Agreement**”) is entered into as of the ____ day of _____, 2020, among the REDEVELOPMENT AGENCY OF WEST VALLEY CITY, a public body and governmental entity organized under the laws of the state of Utah (the “**State**”), exercising its functions and powers under the existing Limited Purpose Local Government Entities – Community Reinvestment Agency Act (the “**Act**”) or any replacement act, including any successor public agency designated by or pursuant to applicable law (the “**Agency**”), and West Valley Utah Industrial Owner LLC, a Missouri Limited Liability Company, (a.k.a. Sansone Development) (“**SD**”). (The Agency and SD are referred to in this Agreement collectively as the “**Parties**” and individually as a “**Party**.”)

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Act, the Agency has undertaken a program for the development of certain areas in Salt Lake County, Utah (the “**County**”) within the boundaries of the City, and for the creation or retention of jobs within the State, and in this connection has established an economic development project area (the “**Project Area**”) known as the “Northwest Economic Development Area” located in the City’s boundaries; and

WHEREAS, the Agency has prepared, and the City Council, through the adoption of Ordinance No. _____, dated _____, _____ (and recorded), has approved, an economic Project Area Plan (the “**Project Area Plan**”) providing for the development of the real property located in the Project Area and the future uses of such land, which Project Area Plan has been filed in the office of both the Recorder of the City and the Agency, and has been transmitted to the offices and agencies specified in the Act; and

WHEREAS, to enable the Agency to achieve the objectives of the Project Area Plan the Agency has determined that it is in the best interest of West Valley City to provide an incentive to SD in order to ensure the location of their business and related investments in West Valley City; and

WHEREAS, to enable the Agency to achieve the objective of SD locating their business and related investments in West Valley City, the Agency held a public hearing regarding the certain incentive payments to SD; and

WHEREAS, SD desires to develop the property located in West Valley City more specifically defined herein as the “**Site**” for and in accordance with the uses specified in this Agreement; and

WHEREAS, the Agency believes that the development of the Site and location of SD’s business and related investments in West Valley City, pursuant to this Agreement, is in the vital

and best interest of the Agency and in the vital and best interest of the health, safety and welfare of West Valley City and its residents, and in accord with the public purposes and provisions of the applicable State laws and requirements under which the development is undertaken and is being assisted by the Agency; and

WHEREAS, the Agency, on the basis of the foregoing, is willing to assist SD;

NOW, THEREFORE, for and in consideration of the mutual promises and performances set forth in this Agreement, the Parties agree as follows:

1. Purpose and Definitions. This Agreement is intended to set forth the rights and obligations of SD and the Agency with respect to the location and operation of a commercial development in West Valley City and certain incentives from the Agency in the form of a Tax Increment Payment to facilitate SD investment, occupation and operations on the Site. The Agency expects that SD will redevelop and improve the existing Site by the construction of a commercial building. Upon compliance with the terms of this Agreement, the Agency will assist SD by paying to SD certain funds as described in this Agreement. As used in this Agreement, each of the following terms shall have the indicated meaning:

1.1. **“Improvements”** means all improvements to be constructed by SD on the Site, but not limited to, two rear load industrial buildings containing approximately 404,800 square feet, and as set forth and depicted in Exhibit B and further described herein.

1.2. **“Payment Period”** means the period that shall commence upon SD’s receipt of the first Tax Increment Payment as set forth by the Project Area Plan and as determined by the Agency, and ending upon either the expiration of the Project Area or SD’s receipt of Six Hundred Thousand Dollars (\$600,000.00).

1.3. **“Property Tax”** includes privilege tax and each levy on an ad valorem basis on tangible or intangible personal or real property, as set forth in the Act or any successor or replacement provision of the Act.

1.4. **“Received Tax Increment”** means the Tax Increment from the Site, if any, actually received by the Agency for the calendar year concerned, pursuant to the Act or any successor or replacement provision of the Act.

1.5. **“Site”** means that certain real property located at 6941 West 2100 South in West Valley City and further described in Exhibit A, attached hereto and incorporated herein.

1.6. **“Tax Increment”** means, excluding taxes levied and collected under Utah law, the difference between (a) the amount of Property Tax revenues generated each tax year by all taxing entities from the Site, using the then-current assessed value of the Site, and (b) the amount of Property Tax revenues that would be generated from the Site using the taxable value of the Site for calendar year 2020, as described in the Act or any successor or replacement provision of the Act.

1.7. **“Tax Increment Payment”.** The Tax Increment Payment shall be calculated as follows: the Agency shall first be paid Twelve and One-Half Percent (12.5%) of the total annual Received Tax Increment for statutory purposes and then SD shall be paid the balance of the total annual Received Tax Increment. The Tax Increment Payment shall not exceed Six Hundred Thousand Dollars (\$600,000) total, for the Payment Period, as follows: \$140,000 first year of Payment Period, \$140,000 second year of Payment Period, \$140,000 third year of Payment Period, \$90,000 fourth year of Payment Period, and \$90,000 fifth year of Payment Period.

2. **Conditions Precedent.** The following constitute conditions precedent to the Agency’s obligation to pay SD the annual Tax Increment Payment:

2.1. **Certificate of Occupancy.** SD shall obtain a Certificate of Occupancy for the Improvements.

2.2. **Building Permits.** SD shall obtain all applicable and required building permits on or before June 30, 2021.

2.3. **Payment of Taxes.** Subject to the provisions of Section 5 of this Agreement, SD agrees that it shall pay all ad valorem taxes and sales taxes, and, if applicable, interest and penalties, relating to the Site for each year of this Agreement.

2.4. **Conditional Use Permit.** SD shall be in compliance with the terms of any conditional use permit for the Site and the conditional use permit shall be in good standing and shall not have been revoked.

2.5. **Operations.** During the Term of this Agreement, SD shall have not removed or substantially reduced the value of the Improvements on the Site or discontinued a substantial portion of its operations on the Site for a period of more than two (2) weeks.

2.6. **Failure of Conditions Precedent.** Subject to the provisions of this Agreement, if any of the Conditions Precedent are not satisfied, this Agreement shall terminate on written notice given by either the Agency to SD or by SD to the Agency, and shall thereafter the Parties shall be released of all obligations hereunder and this Agreement shall have no further force or effect. Further, if during any year of this Agreement SD is not in compliance with the Conditions Precedent set forth in this Section 2, then the Tax Increment Payment for that year shall be forfeited and the Agency’s obligation for that year shall terminate.

3. **Agency Obligations.**

3.1. **Payment of Tax Increment Payment to SD.** Subject only to the satisfaction of the Conditions Precedent, the Agency shall pay to SD the Tax Increment Payment in a timely manner in accordance with this Agreement and applicable law. However, the Agency shall not be obligated to pay SD more than a total of Six Hundred Thousand Dollars (\$600,000.00). The Agency’s obligation to pay the Tax Increment Payment shall expire on the earlier of: a) SD’s receipt of Six Hundred Thousand Dollars (\$600,000); or (b) the expiration or termination of the Payment Period; or (c) the expiration or termination of this Agreement.

3.2. Limitation on Payments.

(a) SD shall be paid the Tax Increment Payment only from Received Tax Increment from the Site for each calendar year during the Payment Period (subject to the prior satisfaction of the Conditions Precedent), and the Agency shall have no obligation to pay to SD the Tax Increment Payment from monies that the Agency has or might hereafter receive from areas other than the Site or sources other than the Received Tax Increment for each calendar year during the Payment Period. If, for any reason, the Received Tax Increment for any calendar year during the Payment Period is reduced, curtailed or limited in any way as a result of any cause outside the control of the Agency, including, without limitation, any enactment, initiative, referendum or judicial decree outside the control of the Agency, the Agency shall have no obligation to pay the Tax Increment Payment to SD from sources or monies that the Agency has or might receive other than such Received Tax Increment from the Site, and the Agency's obligation to pay the Tax Increment Payment to SD shall likewise be reduced, curtailed or limited.

(b) If the Conditions Precedent have not been met on or before the end of any calendar year during the Payment Period, and, as a result, SD is not entitled to receive the Tax Increment Payment for such calendar year, the Tax Increment Payment for such calendar year shall be retained by the Agency and shall be permanently and irretrievably lost by SD.

3.3. Payment and Pledge of Tax Increment Payment.

(a) The Received Tax Increment comes from the Property Tax paid to the County Treasurer, which currently is delinquent after November 30th of each year. The Agency shall pay the Tax Increment Payment to SD as soon as reasonably possible, but not later than thirty (30) calendar days following receipt by the Agency of any Received Tax Increment, which payment shall be accompanied by a calculation of the Tax Increment Payment in form, substance and detail reasonably satisfactory to SD. The Agency anticipates receipt of the initial payment of the Tax Increment for each calendar year prior to December 31st of the year concerned, and receipt of the final payment of the Tax Increment for each calendar year prior to May 1st of the following year. The Agency shall exercise its best, reasonable efforts to receive all of the Tax Increment each year to which the Agency is entitled. The Agency shall deliver to SD, within thirty (30) calendar days after receipt, legible photocopies of all calculations and accounting information that the Agency receives from the County Treasurer regarding the Received Tax Increment.

(b) The Agency hereby pledges to SD the Tax Increment Payment, which pledge serves as the sole security for the payment by the Agency to SD of the Tax Increment Payment. SD shall have no recourse whatever to the Agency, West Valley City or any other person for payment of the Tax Increment Payment other than such pledge, and SD assumes the risk that no Tax Increment for the Site will be generated or, even if generated, that such Tax Increment for the Site will not be paid to the Agency. Notwithstanding the foregoing, the Agency represents and warrants to SD that the Project Area and Project Area Plan were properly adopted by the Agency.

(c) No interest shall be paid by the Agency on the Tax Increment Payment.

(d) The Agency makes no representation to SD or to any other person that the Received Tax Increment or the Tax Increment Payment will be in any particular amount, or in the amount SD may be expecting to receive.

(e) SD understands and agrees that:

(i) the Tax Increment will become available to the Agency only if and when Tax Increment is actually generated for the Site;

(ii) the Agency is not a taxing entity under Utah law;

(iii) the Agency has no power to levy a property tax on real or personal property located within the Site;

(iv) the Agency has no power to set a mill levy or rate of tax levy on real or personal property; and

(v) the Agency is entitled to receive and use Tax Increment only for the period established by law pursuant to the provisions of Subsection 17C-1-405 of the Act.

(f) SD assumes the risk that changes or amendments will be made by the Utah State Legislature to the provisions of the Act that would affect or impair: (i) the Agency's right to receive the Tax Increment and to pay the Tax Increment Payment in accordance with this Agreement; (ii) the length of time the Tax Increment can be received by the Agency; and (iii) the percentage or the amount of Property Tax received or anticipated to be received by the Agency based upon the current statutes. From time to time the Utah State Legislature considers proposals that reduce Property Tax, which, if enacted, could materially reduce the amount of the Tax Increment generated and paid to the Agency, which in turn would reduce the Tax Increment Payment.

3.4. Representations and Warranties. The Agency makes the following representations and warranties for the benefit of SD and SD's successors and assigns:

(a) All necessary approvals, authorizations and consents have been obtained in connection with the execution by the Agency of this Agreement, and with the performance by the Agency of the Agency's obligations under this Agreement. The execution of this Agreement by the Agency and the performance by the Agency of the Agency's obligations under this Agreement do not require the consent of any third party that has not been obtained.

(b) The Agency is a public entity, duly organized, validly existing and in good standing under the laws of the State, and has been duly and validly authorized to enter into this Agreement. The person or persons executing and delivering this Agreement on behalf of the Agency have been duly authorized to execute and deliver this Agreement and to take such other actions as may be necessary or appropriate to consummate the transactions contemplated by this Agreement. All requisite action has been taken to make this Agreement valid and binding on the Agency.

4. SD Obligations.

4.1. **Construction of Improvements.** SD agrees that (a) the Improvements will be constructed, and all permits and approvals necessary to construct the Improvements will be obtained, at SD's sole cost and expense, (b) the Improvements will comply with all applicable State, County and City laws, ordinances and regulations, including without limitation, applicable noise and zoning ordinances, and will be constructed in accordance with the attached Exhibit B, (c) all on-site utility connections will be installed at SD's expense, specifically including any special utilities, connections or rail lines required by the nature of the Improvements, (d) if necessary, SD will relocate, at its sole cost, any existing utilities located on the Site, and (e) any roads, parking areas, curbs, gutters and sidewalks required on or around the Site will be installed by SD as may be necessary or required for the construction or operation of the Improvements.

4.2. **Restriction Against Parcel Splitting.** During the period that the Agency is allowed under the Act to collect Tax Increment from the Project Area, neither SD nor any successor in interest shall, without the prior written approval of the City and the Agency: (a) convey all or a portion of the Site or any real property acquired by SD within the Project Area in such a way that such conveyed parcel of real property would extend outside the Project Area; or (b) construct or allow to be constructed any building or structure on the Site or on any portion of the Project Area owned by SD in such a way that such building or structure would extend outside the Project Area. The purpose and intent of the foregoing prohibition is to avoid the "splitting" or "joining" of any parcels of real property within the Project Area with one or more parcels outside the Project Area or the construction of buildings in such a way that the County Assessor or County Auditor could no longer identify, by distinct parcels, the periphery boundaries of the Project Area, or the buildings or structures included within the Project Area, and would be required to "apportion" tax increment monies between a parcel of real property or a building or structure located in part within and in part without the Project Area.

4.3. **De-annexation.** SD agrees that it will not cooperate with any person, group or municipality in any effort to remove, de-annex or disincorporate all or any portion of the Site from the municipal boundaries of West Valley City during the period that any of the Improvements are located on the Site. SD further agrees that it will use its best, commercially reasonable efforts to resist any efforts to remove, de-annex or disincorporate the Site in whole or in part from the City by any existing or future municipality or county so long as the Agency has any outstanding obligation to pay the Tax Increment Payment. If the Site is de-annexed or disincorporated in whole or in part from the City by any existing or future local municipality or county, the Agency's right to receive Tax Increment from the Site may cease, notwithstanding the provisions of this Agreement. If all right of the Agency to receive all Tax Increment from the Site ceases permanently as a result of such de-annexation or disincorporation, the Agency's obligation to pay the Tax Increment Payment to SD shall automatically and immediately cease and terminate as of the date of de-annexation or disincorporation of all or any portion of the Site, without liability of the Agency or West Valley City and without claim by SD for further payment of the Tax Increment Payment. This provision shall not be applied retroactively to Tax Increment Payment already paid.

4.4. **Reports.** While this Agreement is in effect, SD agrees to exert its best, commercially reasonable efforts to provide the Agency with annual reports, no later than thirty

(30) days after the end of each calendar year, that provide the Agency with the following information, to the extent that such information is reasonably available to SD without undue cost or effort: (a) the total number of jobs within the Site; (b) the type of jobs and relative wages within the Site; and (c) the source of jobs within the Site, i.e., whether the jobs are “new jobs” or existing jobs that have moved to the Site, and, if the latter, the origin (inside or outside the State) of such jobs.

4.5. No Discrimination. SD shall not discriminate against any person or group on any unlawful basis in the sale, lease, rental, sublease, transfer, use, occupancy, tenure or enjoyment of the Site or any Improvements, including, without limitation, discrimination with respect to the selection, location, number, use or occupancy of tenants, lessees, sublessees or vendees of the Site or any Improvements.

4.6. Return of Tax Increment Payment. If, after the receipt of any amount of Tax Increment Payment, SD ceases all or a substantial portion of the Improvements or otherwise abandons the Improvements for a period of sixty (60) days or more, this Agreement shall terminate in accordance with Section 7 herein and the Agency shall be released from all obligations herein. SD shall return to the Agency the amount of all Tax Increment Payments paid by the Agency to SD as of the date of termination within ten (10) days of written demand from the Agency.

5. Payment of Taxes and Assessments. Until the expiration of the Payment Period or the earlier termination of this Agreement, SD shall exercise its best, reasonable efforts to pay or to cause to be paid in a timely manner all ad valorem taxes and assessments levied or imposed on the Site, any of the Improvements and any personal property on the Site; provided, however, that (a) SD shall have the right to protest or appeal the amount of assessed taxable value levied against the Site by the County Assessor, State Tax Commission or any lawful entity authorized by law to determine the ad valorem assessment against the Site, the Improvements or any portion thereof in the same manner as any other taxpayer as provided by law, and (b) the failure of SD to pay any such taxes or assessments on Improvements owned by SD shall be a default by SD under this Agreement following the expiration of the applicable notice and cure period set forth in Section 6 of this Agreement. SD shall, however, notify the Agency in writing within ten (10) calendar days after SD’s filing of any protest or appeal to such assessment determination, and provide copies to the Agency of any protest or appeal of such assessment and information submitted as part of the protest or appeal. Failure by SD to notify the Agency of any protest or appeal shall be a material breach of this Agreement. In addition, SD shall give to the Agency written notice at least fifteen (15) calendar days prior to the date on which such protest or appeal is to be heard. The Agency shall have the right, without objection by SD, to appear at the time and date of such protest or appeal and to present oral or written information or evidence in support of or objection to the amount of assessment which should or should not be assessed against the real or personal property of the Site and the amount of the Agency’s Project Area indebtedness or outstanding obligations. If the assessment is reduced, the reduction could materially reduce the amount of the Tax Increment generated and paid to the Agency, which in turn would reduce the Tax Increment Payment. In the event the Tax Increment Payment is reduced due to the foregoing assessment reduction, SD shall reimburse the Agency any Tax Increment Payment overpayment for that calendar year. SD understands and agrees that the Agency’s obligation to pay the Tax Increment Payment is limited by Sections 3.2 and 3.3 of this Agreement.

6. Default; Remedies. On the default by any Party under this Agreement, and the failure to cure such default within thirty (30) days after receipt by the defaulting Party of written notice by certified mail of such default from any non-defaulting Party, or, if such default would reasonably require more than thirty (30) days to cure, the failure of such defaulting Party to commence such cure within thirty (30) days after receipt of such notice or thereafter to prosecute diligently such cure to completion, any non-defaulting Party may exercise any right or remedy at law or in equity, including, without limitation, (a) effecting the termination of this Agreement, (b) obtaining specific enforcement of this Agreement or an injunction in connection with this Agreement, or (c) receiving actual damages suffered as a result of such default.

7. Term and Termination. This Agreement shall commence upon the date set forth in the Preamble and continue for a period of seven (7) years. This Agreement shall automatically terminate upon the expiration of the Term; or if SD removes or substantially reduces the value of the Improvements on the Site; or discontinues a substantial portion of its operations on the Site for a period of more than sixty (60) days; or otherwise moves operations or abandons the Site. Upon the date of Termination, the Agency shall be released of all its obligations under this Agreement and this Agreement shall no longer be of any legal force or effect.

8. Extensions by Agency. The Agency may in writing extend the time for SD's performance of any term, covenant or condition of this Agreement or permit the curing of any default upon such terms and conditions as may be mutually agreeable to the Parties; provided, however, that any such extension or permissive curing of any particular default shall not operate to release any of SD's obligations, nor constitute a waiver of the Agency's rights, with respect to any other term, covenant or condition of this Agreement or any other default in, or breach of, this Agreement.

9. Assignment. SD shall not assign this Agreement without the express written consent of the Agency, which shall not be unreasonably conditioned, delayed, or withheld.

10. Miscellaneous Provisions.

10.1. Conflict of Interest. No official, employee, consultant or agent of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such official, employee, consultant or agent participate in any decision relating to this Agreement that affects the personal interests of such person or the interests of any corporation, partnership or association in which such person is directly or indirectly interested.

10.2. No Personal Liability. No manager, member, shareholder, director, official, employee, consultant, agent or representative of any Party shall be personally liable to the other Parties or any successor in interest in the event of any default or breach by the first Party for any amount that may become due to the other Parties or their respective successor or on any obligations under the terms of this Agreement.

10.3. Notices. A notice or communication given under this Agreement by any Party to another Party shall be sufficiently given or delivered if given in writing by personal service, express mail, FedEx, DHL or any other similar form of courier or delivery service, or mailing in

the United States mail, postage prepaid, certified, return receipt requested and addressed to such other Party as follows:

- (a) In the case of a notice or communication to the Agency:

Executive Director, Wayne T. Pyle
Redevelopment Agency of West Valley City
3600 Constitution Boulevard
West Valley City, Utah 84119-3027

and

Director, Mark Nord
Redevelopment Agency of West Valley City
3600 Constitution Boulevard
West Valley City, Utah 84119-3027

with a copy to:

West Valley City Attorney
Attorney for the Redevelopment Agency of West Valley City
3600 Constitution Boulevard
West Valley City, Utah 84119-3027

- (b) In the case of a notice or communication to SD:

West Valley Utah Industrial Owner LLC
Attn: Nicholas G. Sansone
120 South Central Ave, Suite 500
St. Louis, MO 63105

(c) Notice to any Party may be addressed in such other commercially reasonable way that such Party may, from time to time, designate in writing and deliver to the other Parties.

10.4. **Exhibits/Recitals.** All Exhibits to this Agreement and all Recitals are incorporated in this Agreement and made a part of this Agreement as if set forth in full, and are binding upon the Parties to this Agreement.

10.5. **Headings.** Any titles of the several parts and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

10.6. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns, subject to Section 9 of this Agreement.

10.7. **Attorneys' Fees.** In the event of a default under this Agreement, the defaulting Party agrees to pay all costs incurred by any other Party in enforcing this Agreement, including reasonable attorneys' fees, whether by in-house counsel or outside counsel and whether incurred through initiation of legal proceedings or otherwise.

10.8. **Governing Law.** This Agreement shall be interpreted and enforced according to the laws of the State of Utah.

10.9. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

10.10. **Time.** Time is of the essence of this Agreement.

10.11. **Complete Agreement.** This Agreement and its exhibits contain the complete agreement of the Parties, and supersede all prior and contemporaneous negotiations, representations and agreements of the Parties with respect to the subject matter hereof. This Agreement may be amended or modified only in writing, executed by both Parties.

10.12. **No Recording.** Except as expressly provided in this Agreement, neither this Agreement nor any notice or memorandum of this Agreement may be recorded in the official records of the County.

10.13 **Severability.** Failure on the part of a Party to complain of any action or non-action on the part of the other Parties, no matter how long the same may continue, shall not be deemed to be a waiver by such Party of any of its rights hereunder. The consent or approval by a Party to or of any action of the other Parties requiring such consent or approval shall not be deemed to waive or render unnecessary such consent or approval to or of any subsequent similar act.

10.14 **Non-Waiver.** If any term or provision of this Agreement or the application thereof to any Party or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to Parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10.15 **No Third-Party Beneficiaries.** The execution, performance, and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties hereto, to any entity or party other than SD and the Agency.

10.16 **No Consequential Damages.** Notwithstanding any other provision set forth in this Agreement, in no event (including, without limitation, any termination of this Agreement with or without cause) will either Party be liable to the other Party for any indirect, special or consequential damages whatsoever, (including, without limitation, lost profits) arising out of or relating to this Agreement or either Parties' performance under this Agreement.

10.17 **Authority.** Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of each Party's obligations hereunder have been duly authorized and that this Agreement is valid and legally binding on the Parties and enforceable in accordance with its terms.

10.18 **Waiver of Jury Trial.** EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement, on or as of the date first above written.

THE AGENCY:

REDEVELOPMENT AGENCY OF
WEST VALLEY CITY

By: _____
Wayne T. Pyle
Chief Executive Officer

ATTEST:

Nichole Camac, Secretary

Approved as to form:

Claire Gillmor

Claire Gillmor
Redevelopment Agency Legal Counsel

SD:

WEST VALLEY UTAH INDUSTRIAL
OWNER LLC



By: _____
Nicholas G. Sansone
Title: President

State of Missouri)
)
) :ss
County of St Louis)

On this 5th day of August, 20 20,
personally appeared before me
Nicholas G. Sansone [name of person(s)],
whose identity is personally known to me or proved to me on the basis of satisfactory evidence,
and who affirmed that he/she is the President [title], of
West Valley Utah Industrial Owners LLC [name of company], a limited liability
company, and said document was signed by him/her in behalf of said company by authority of its
bylaws or of a Resolution of its Board of Directors, and he/she acknowledged to me that said
company executed the same.


Notary Public

Signatures - 2

20-12: Approve Two Agreements with A-1...

Item #:	
Fiscal Impact:	\$105,000
Funding Source:	RDA
Account #:	
Budget Opening Required:	

ISSUE:

Approve two agreements with A-1 Environmental, Inc. to conduct asbestos and hazardous waste mitigation and removal from two properties owned by the City.

SYNOPSIS:

Upon engaging a demolition contractor, asbestos and other hazardous materials were discovered at 1739 and 1755 West Lake Park Drive. State and federal law require that such materials be removed and disposed safely and separately from other demolition waste. These two agreements cover both properties and, upon completion of the work, the buildings can be fully demolished.

BACKGROUND:

State and federal regulations require asbestos mitigation to be done by contractors with a specialized certification and in accordance with DEQ requirements. A-1 holds that certification and will manage the federal and state compliance processes as part of the agreements.

RECOMMENDATION:

Approve the agreements.

SUBMITTED BY:

Jeff Jackson
RDA

REDEVELOPMENT AGENCY OF WEST VALLEY CITY

RESOLUTION NO. _____

**A RESOLUTION APPROVING TWO AGREEMENTS WITH
A-1 ENVIRONMENTAL, INC. TO CONDUCT
REMEDiation OF HAZARDOUS MATERIALS.**

WHEREAS, the Housing Authority of West Valley City owns property within the City that has been found to contain certain hazardous materials; and

WHEREAS, the removal and mitigation of said materials will serve to preserve existing income-targeted housing in the immediate vicinity; and

WHEREAS, the Redevelopment Agency wishes to engage a qualified contractor who is able to perform said removal and mitigation; and

WHEREAS, A-1 Environmental, Inc. is a qualified contractor willing to provide said services; and

WHEREAS, the Agency has prepared two Demolition and Removal Agreements (the “Agreements”) setting forth the terms on which A-1 shall provide said services; 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 Agreements.

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

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2020.

REDEVELOPMENT AGENCY OF WEST
VALLEY CITY

CHAIR

ATTEST:

SECRETARY

Redevelopment Agency of West Valley City Demolition and Removal Agreement

THIS AGREEMENT is made this _____ day of _____, 2020, by and between the Redevelopment Agency of West Valley City, a political subdivision of the State of Utah (hereinafter the “Agency”), located at 3600 Constitution Boulevard, West Valley City, Utah, 84119, and A-1 Environmental, Inc., a Utah corporation (hereinafter “A-1”), located at 6109 S. Don Carlos Dr., Taylorsville, Utah, 84129. The Agency and A-1 are referred to in this Agreement collectively as the “Parties” and individually as a “Party.”

W I T N E S S E T H :

WHEREAS, the Agency desires to enter into a contract with a qualified contractor to remove asbestos and certain other hazardous materials from property owned by the City (the “Work”); and

WHEREAS, A-1 is a professional demolisher that has the qualifications, expertise, and desire to provide the necessary services to the Agency; and

NOW, THEREFORE, for and in consideration of the mutual covenants made herein, the Parties agree as follows:

A G R E E M E N T :

1. **A-1’s Obligations.** A-1 agrees to remove all asbestos, textured sheetrock, and other contaminants identified by the Salt Lake Valley Health Department from the property located at 1739 West Lake Park Drive. A-1 shall provide all materials, labor, and equipment required to perform the Work. A-1 shall obtain all necessary permits required to perform the Work and shall be solely responsible for any and all permitting or application fees associated with the Work.
2. **Project Schedule.** A-1 shall complete the work as set forth in Section 1 of this Agreement as soon as practicable.
3. **Agency’s Obligations.** In consideration for the work performed by A-1, as set forth in Sections 1 and 2 above, the Agency agrees to pay A-1 for the cost of services up to a maximum fee of Fifty Two Thousand Five Hundred Dollars (\$52,500.00).
4. **Term of Agreement.** This Agreement shall commence upon execution by the Parties and shall continue for a period of 360 days, or until either of the following occurs:
 - a. A-1 completes the Work set forth in this Agreement.
 - b. The Agency has paid A-1 the maximum compensation amount of Fifty Two Thousand Five Hundred Dollars (\$52,500.00).

5. **Termination.**

- a. In the event A-1 fails to comply with any provisions of this Agreement, or if the progress or quality of the work is unsatisfactory, the Agency may serve written notice thereof upon A-1, and if A-1 fails within a period of three (3) days thereafter to correct failure, the Agency may terminate this Agreement upon written notice to A-1. Upon such termination, A-1 shall immediately cease its performance of this Agreement and the Agency shall determine and pay to A-1 the amount due for such satisfactory work up to the effective date of Termination. Conditions which may result in termination of this Agreement specifically include, but are not limited to, failure to comply with any applicable federal, state, or local laws or regulations. Notwithstanding the above, A-1 shall not be relieved of liability to the Agency for damages sustained by virtue of any breach by A-1.
- b. The Agency also reserves the right to terminate this Agreement at any time for its convenience, or in the event that it abandons or indefinitely postpones the project. Such terminations shall be accomplished by written notice to that effect, delivered to A-1. Upon receipt of such notice, A-1 shall immediately cease work. Payment to A-1 shall be made for work performed prior to receipt by A-1 of such termination notice, together with A-1's cost for closing down its work, and A-1 shall have no claim for loss of anticipated profits or any additional compensation.
- c. In the event the Agency fails to substantially comply with the provisions of this Agreement, or if it fails to timely pay compensation due to A-1, A-1 may serve written notice thereof upon the Agency, and, if the Agency fails within a period of seven (7) working days thereafter to correct such failure, A-1 may terminate this Agreement upon written notice to the Agency. A-1 accepts no liability for damages or delays that result from its suspension of work pursuant to this subsection 5(c).

6. **Agency Representative.** The Agency hereby appoints Jerry Thompson as the Agency's representative to assist in the administrative management of this Agreement, to ensure that the work to be performed by A-1 is timely and adequately performed, and to provide for Agency approvals as may be required by this Agreement or the nature of the work. The Agency's representative shall assist in coordinating, monitoring, and evaluating this Agreement to completion. A-1 understands and agrees that the Agency's representative shall have no control over the means, methods, techniques, or procedures employed by A-1, it being clearly understood that the Agency is interested only in the results obtained under this Agreement, with the manner and means of obtaining those results being under the sole control of A-1.

7. **Additional Conditions.**

- a. The Agency will furnish all applicable criteria and operating standards needed to meet Agency requirements.

- b. All salvageable materials recovered during the removal will become the property of A-1.
8. **Independent Contractor.** It is understood and agreed that A-1 is an independent contractor, and that the officers and employees of A-1 shall not be employees, officers, or agents of the Agency; nor shall they represent themselves to be Agency employees; nor shall they be entitled, as a result of the execution of this Agreement, to any benefits or protections that would otherwise be available to Agency employees.
9. **Conflict of Interest.** A-1 warrants that no Agency employee, official, or agent has been retained by A-1 to solicit or secure this Agreement upon an agreement or understanding to be or to become an officer, agent, or employee of A-1, or to receive a commission, percentage, brokerage, contingent fee, or any other form of compensation.
10. **Indemnification and Insurance.** A-1 agrees to indemnify, and hold the Agency harmless from and against damages and expenses, including reasonable court costs and attorney's fees, by reason of liability imposed against the Agency for damages because of bodily injury, death, and/or property damages, intellectual property or otherwise, resulting from A-1's performance of services under this Agreement, to the extent that such bodily injuries, death, and/or property damages, intellectual or otherwise, are attributable to the negligence of A-1 and/or A-1's consultants, servants, agents, employees, and/or assigns. The indemnification required by this section shall not apply to any bodily injuries, death, and/or property damages that are attributable to the negligence of the Agency. As used in this section, the Agency shall also refer to the officers, agents, assigns, volunteers, and employees of the Agency.

A-1 will maintain insurance coverage throughout the term of the Agreement. A-1 shall submit certificates of insurance and any policy documents requested by the Agency upon request. The acceptability of A-1's insurance coverage shall be determined by the Agency in the Agency's sole discretion. Should the Agency require different or additional coverage, A-1 shall obtain such coverage at A-1's sole expense. Insurance coverage shall include but shall not be limited to the following:

- | | | |
|----|---|-------------|
| a. | Worker's Compensation | |
| | State | Statutory |
| | Employer's Liability | \$100,000 |
| b. | Commercial General Liability and Professional Liability | |
| | Bodily Injury and Property Damage | \$2,000,000 |
| | General Aggregate Limit | \$4,000,000 |
| c. | Automobile Liability | |
| | Per-Occurrence Limit | \$2,000,000 |

11. **Subcontract Assignment.** Neither Party shall assign any rights or interest herein without prior written consent of the other Party.

12. **Attorney's Fees.** In the event of default hereunder, the defaulting Party agrees to pay all costs incurred by the non-defaulting Party in enforcing this Agreement, including reasonable attorney's fees, whether legal services are performed by in-house or outside counsel and whether incurred through initiation of legal proceedings or otherwise.
13. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the Parties.
14. **Entire Agreement.** This Agreement contains the entire agreement between the Parties, and no statement, promise, or inducements made by either Party or agents for either Party, which are not contained in this written Agreement, shall be binding or valid.
15. **Modification of Agreement.** This Agreement may be modified only by written amendment executed by all of the Parties hereto.
16. **Applicable Law and Venue.** This Agreement shall be governed by the laws of the State of Utah. Any actions, suits, or claims regarding this Agreement shall be brought in the Third District Court in Salt Lake City, Utah or in the United States District Court for the District of Utah in Salt Lake City, Utah.
17. **Notices.** All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Such written communication shall be effective upon personal delivery to any Party or upon being sent by overnight mail service; by facsimile (with verbal confirmation of receipt); or by certified mail, return receipt requested, postage prepaid, and addressed to the respective Parties as follows:

If to A-1: A-1 Environmental, Inc.
Attn: Matthew Hernandez
6109 S. Don Carlos Drive
Taylorsville, Utah 84129

If to the Agency: West Valley City
Attn: Jerry Thompson
Chief Building Official
3600 South Constitution Boulevard
West Valley City, Utah 84119

Either Party may change its address for purposes of this Agreement by giving written notice to the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

(signatures follow)

REDEVELOPMENT AGENCY OF WEST
VALLEY CITY

CHAIR

CHIEF EXECUTIVE OFFICER

ATTEST:

SECRETARY

APPROVED AS TO FORM
Agency Attorney

By: _____

Date: _____

A-1 ENVIRONMENTAL, INC.

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this _____ day of _____, 2020, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the _____ [title] of A-1 Environmental Inc., and that this Agreement was signed by him in behalf of A-1 Environmental, Inc. by authority of its bylaws or of a Resolution of its Board of Directors, and he acknowledged to me that A-1 Environmental, Inc. executed the same.

Notary Public

Redevelopment Agency of West Valley City Demolition and Removal Agreement

THIS AGREEMENT is made this _____ day of _____, 2020, by and between the Redevelopment Agency of West Valley City, a political subdivision of the State of Utah (hereinafter the “Agency”), located at 3600 Constitution Boulevard, West Valley City, Utah, 84119, and A-1 Environmental, Inc., a Utah corporation (hereinafter “A-1”), located at 6109 S. Don Carlos Dr., Taylorsville, Utah, 84129. The Agency and A-1 are referred to in this Agreement collectively as the “Parties” and individually as a “Party.”

W I T N E S S E T H :

WHEREAS, the Agency desires to enter into a contract with a qualified contractor to remove asbestos and certain other hazardous materials from property owned by the City (the “Work”); and

WHEREAS, A-1 is a professional demolisher that has the qualifications, expertise, and desire to provide the necessary services to the Agency; and

NOW, THEREFORE, for and in consideration of the mutual covenants made herein, the Parties agree as follows:

A G R E E M E N T :

1. **A-1’s Obligations.** A-1 agrees to remove all asbestos, textured sheetrock, and other contaminants identified by the Salt Lake Valley Health Department from the property located at 1755 West Lake Park Drive. A-1 shall provide all materials, labor, and equipment required to perform the Work. A-1 shall obtain all necessary permits required to perform the Work and shall be solely responsible for any and all permitting or application fees associated with the Work.
2. **Project Schedule.** A-1 shall complete the work as set forth in Section 1 of this Agreement as soon as practicable.
3. **Agency’s Obligations.** In consideration for the work performed by A-1, as set forth in Sections 1 and 2 above, the Agency agrees to pay A-1 for the cost of services up to a maximum fee of Fifty Two Thousand Five Hundred Dollars (\$52,500.00).
4. **Term of Agreement.** This Agreement shall commence upon execution by the Parties and shall continue for a period of 360 days, or until either of the following occurs:
 - a. A-1 completes the Work set forth in this Agreement.
 - b. The Agency has paid A-1 the maximum compensation amount of Fifty Two Thousand Five Hundred Dollars (\$52,500.00).

5. **Termination.**

- a. In the event A-1 fails to comply with any provisions of this Agreement, or if the progress or quality of the work is unsatisfactory, the Agency may serve written notice thereof upon A-1, and if A-1 fails within a period of three (3) days thereafter to correct failure, the Agency may terminate this Agreement upon written notice to A-1. Upon such termination, A-1 shall immediately cease its performance of this Agreement and the Agency shall determine and pay to A-1 the amount due for such satisfactory work up to the effective date of Termination. Conditions which may result in termination of this Agreement specifically include, but are not limited to, failure to comply with any applicable federal, state, or local laws or regulations. Notwithstanding the above, A-1 shall not be relieved of liability to the Agency for damages sustained by virtue of any breach by A-1.
- b. The Agency also reserves the right to terminate this Agreement at any time for its convenience, or in the event that it abandons or indefinitely postpones the project. Such terminations shall be accomplished by written notice to that effect, delivered to A-1. Upon receipt of such notice, A-1 shall immediately cease work. Payment to A-1 shall be made for work performed prior to receipt by A-1 of such termination notice, together with A-1's cost for closing down its work, and A-1 shall have no claim for loss of anticipated profits or any additional compensation.
- c. In the event the Agency fails to substantially comply with the provisions of this Agreement, or if it fails to timely pay compensation due to A-1, A-1 may serve written notice thereof upon the Agency, and, if the Agency fails within a period of seven (7) working days thereafter to correct such failure, A-1 may terminate this Agreement upon written notice to the Agency. A-1 accepts no liability for damages or delays that result from its suspension of work pursuant to this subsection 5(c).

6. **Agency Representative.** The Agency hereby appoints Jerry Thompson as the Agency's representative to assist in the administrative management of this Agreement, to ensure that the work to be performed by A-1 is timely and adequately performed, and to provide for Agency approvals as may be required by this Agreement or the nature of the work. The Agency's representative shall assist in coordinating, monitoring, and evaluating this Agreement to completion. A-1 understands and agrees that the Agency's representative shall have no control over the means, methods, techniques, or procedures employed by A-1, it being clearly understood that the Agency is interested only in the results obtained under this Agreement, with the manner and means of obtaining those results being under the sole control of A-1.

7. **Additional Conditions.**

- a. The Agency will furnish all applicable criteria and operating standards needed to meet Agency requirements.

- b. All salvageable materials recovered during the removal will become the property of A-1.
8. **Independent Contractor.** It is understood and agreed that A-1 is an independent contractor, and that the officers and employees of A-1 shall not be employees, officers, or agents of the Agency; nor shall they represent themselves to be Agency employees; nor shall they be entitled, as a result of the execution of this Agreement, to any benefits or protections that would otherwise be available to Agency employees.
9. **Conflict of Interest.** A-1 warrants that no Agency employee, official, or agent has been retained by A-1 to solicit or secure this Agreement upon an agreement or understanding to be or to become an officer, agent, or employee of A-1, or to receive a commission, percentage, brokerage, contingent fee, or any other form of compensation.
10. **Indemnification and Insurance.** A-1 agrees to indemnify, and hold the Agency harmless from and against damages and expenses, including reasonable court costs and attorney's fees, by reason of liability imposed against the Agency for damages because of bodily injury, death, and/or property damages, intellectual property or otherwise, resulting from A-1's performance of services under this Agreement, to the extent that such bodily injuries, death, and/or property damages, intellectual or otherwise, are attributable to the negligence of A-1 and/or A-1's consultants, servants, agents, employees, and/or assigns. The indemnification required by this section shall not apply to any bodily injuries, death, and/or property damages that are attributable to the negligence of the Agency. As used in this section, the Agency shall also refer to the officers, agents, assigns, volunteers, and employees of the Agency.

A-1 will maintain insurance coverage throughout the term of the Agreement. A-1 shall submit certificates of insurance and any policy documents requested by the Agency upon request. The acceptability of A-1's insurance coverage shall be determined by the Agency in the Agency's sole discretion. Should the Agency require different or additional coverage, A-1 shall obtain such coverage at A-1's sole expense. Insurance coverage shall include but shall not be limited to the following:

- a. Worker's Compensation

State	Statutory
Employer's Liability	\$100,000
- b. Commercial General Liability and Professional Liability

Bodily Injury and Property Damage	\$2,000,000
General Aggregate Limit	\$4,000,000
- c. Automobile Liability

Per-Occurrence Limit	\$2,000,000
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11. **Subcontract Assignment.** Neither Party shall assign any rights or interest herein without prior written consent of the other Party.

12. **Attorney's Fees.** In the event of default hereunder, the defaulting Party agrees to pay all costs incurred by the non-defaulting Party in enforcing this Agreement, including reasonable attorney's fees, whether legal services are performed by in-house or outside counsel and whether incurred through initiation of legal proceedings or otherwise.
13. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the Parties.
14. **Entire Agreement.** This Agreement contains the entire agreement between the Parties, and no statement, promise, or inducements made by either Party or agents for either Party, which are not contained in this written Agreement, shall be binding or valid.
15. **Modification of Agreement.** This Agreement may be modified only by written amendment executed by all of the Parties hereto.
16. **Applicable Law and Venue.** This Agreement shall be governed by the laws of the State of Utah. Any actions, suits, or claims regarding this Agreement shall be brought in the Third District Court in Salt Lake City, Utah or in the United States District Court for the District of Utah in Salt Lake City, Utah.
17. **Notices.** All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Such written communication shall be effective upon personal delivery to any Party or upon being sent by overnight mail service; by facsimile (with verbal confirmation of receipt); or by certified mail, return receipt requested, postage prepaid, and addressed to the respective Parties as follows:

If to A-1: A-1 Environmental, Inc.
 Attn: Matthew Hernandez
 6109 S. Don Carlos Drive
 Taylorsville, Utah 84129

If to the Agency: West Valley City
 Attn: Jerry Thompson
 Chief Building Official
 3600 South Constitution Boulevard
 West Valley City, Utah 84119

Either Party may change its address for purposes of this Agreement by giving written notice to the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

(signatures follow)

REDEVELOPMENT AGENCY OF WEST
VALLEY CITY

CHAIR

CHIEF EXECUTIVE OFFICER

ATTEST:

SECRETARY

APPROVED AS TO FORM
Agency Attorney

By: _____

Date: _____

A-1 ENVIRONMENTAL, INC.

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this _____ day of _____, 2020, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the _____ [title] of A-1 Environmental Inc., and that this Agreement was signed by him in behalf of A-1 Environmental, Inc. by authority of its bylaws or of a Resolution of its Board of Directors, and he acknowledged to me that A-1 Environmental, Inc. executed the same.

Notary Public