



A Special Electronic Meeting of the West Valley City Redevelopment Agency will be held on Tuesday, June 27, 2023, at 6:30 PM, or as soon thereafter as the City Council Meeting is completed, in the Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend in person or view this meeting live on YouTube at <https://www.youtube.com/user/WVCTV>.

TOM HUYNH, CHAIR
LARS NORDFELT, VICE CHAIR

A G E N D A

1. Call to Order
2. Opening Ceremony
3. Roll Call
4. Approval of Minutes:
 - A. June 6, 2023
5. Resolutions:
 - A. 23-04: Authorize the Redevelopment Agency of West Valley City to Renew the Hometown Scholars Contribution Agreement with the University of Utah
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 THE REDEVELOPMENT AGENCY REGULAR MEETING – JUNE 6, 2023

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THE REDEVELOPMENT AGENCY OF WEST VALLEY CITY MET IN REGULAR SESSION ON TUESDAY, JUNE 6, 2023, AT 7:05 P.M. IN THE COUNCIL CHAMBERS, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS ALSO HELD ELECTRONICALLY VIA ZOOM. THE MEETING WAS CALLED TO ORDER BY CHAIRMAN TOM HUYNH.

THE FOLLOWING MEMBERS WERE PRESENT:

Tom Huynh, Chair
Jake Fitisemanu
William Whetstone
Scott Harmon
Karen Lang
Don Christensen (*electronically*)
Lars Nordfelt

STAFF PRESENT:

Wayne Pyle, City Manager
Nichole Camac, City Recorder
Nicole Cottle, Assistant City Manager/ General Counsel
Eric Bunderson, City Attorney (*electronically*)
Colleen Jacobs, Police Chief (*electronically*)
John Evans, Fire Chief
Jim Welch, Fiance Director
Steve Pastorik, CED Director
Layne Morris, CPD Director
Dan Johnson, Public Works Director
Nancy Day, Parks and Recreation Director
Sam Johnson, Strategic Communications Director (*electronically*)
Ken Cushing, IT

APPROVAL OF MINUTES OF REGULAR MEETING HELD MAY 2, 2023

The Board considered Minutes of the Regular Meeting held May 2, 2023. There were no changes, corrections or deletions.

Ms. Lang moved to approve the Minutes of the Regular Meeting held May 2, 2023. Mr. Fitisemanu seconded the motion.

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

PUBLIC HEARINGS

MINUTES OF THE REDEVELOPMENT AGENCY REGULAR MEETING – JUNE 6, 2023

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A. ACCEPT PUBLIC INPUT REGARDING THE FY 2023-2024 BUDGET

Wayne Pyle informed a public hearing had been advertised for the Regular Redevelopment Agency Meeting scheduled June 6, 2023, in order for the Board to hear and consider public comments regarding the FY 2023-2024 Budget.

Written documentation previously provided to the City Council included information as follows:

This resolution adopts the final budget for the Redevelopment Agency of West Valley City for the 2023-2024 fiscal year after receiving public comment at a hearing on June 6, 2023.

The Redevelopment Agency adopted a tentative budget that was made available for public inspection during regular office hours in the City's Recorder's office and gave notice of a hearing to receive public comment, before adopting this final budget for FY 2023-2024.

Chairman Huynh opened the Public Hearing. There being no one to speak in favor or opposition, Chairman Huynh closed the Public Hearing.

ACTION: CONSIDER RESOLUTION 23-03, ADOPT THE ANNUAL BUDGET OF THE WEST VALLEY CITY REDEVELOPMENT AGENCY FOR THE FISCAL YEAR COMMENCING JULY 1, 2023 AND ENDING JUNE 30, 2024

The Redevelopment Agency previously held a public hearing regarding proposed Resolution 23-03 that would adopt the annual budget of the West Valley City Redevelopment Agency for the fiscal year commencing July 1, 2023 and ending June 30, 2024.

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

Mr. Fitisemanu moved to approve Resolution 23-03.

Ms. Lang seconded the motion.

A roll call vote was taken:

Mr. Fitisemanu	Yes
Mr. Whetstone	Yes
Mr. Harmon	Yes
Ms. Lang	Yes

MINUTES OF THE REDEVELOPMENT AGENCY REGULAR MEETING – JUNE 6, 2023

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Mr. Christensen	Yes
Mr. Nordfelt	Yes
Chair Huynh	Yes

Unanimous.

MOTION TO ADJOURN

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

THERE BEING NO FURTHER BUSINESS OF THE REDEVELOPMENT AGENCY OF WEST VALLEY CITY, THE REGULAR MEETING OF TUESDAY, JUNE 6, 2023, WAS ADJOURNED AT 7:07 PM. BY CHAIRMAN HUYNH.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Regular Meeting of the Redevelopment Agency of West Valley City held Tuesday, June 6, 2023.

Nichole Camac
Secretary

Item: _____
Fiscal Impact: \$180,000.00
Funding Source: RDA 17C-1-411 Housing Funds
Account #: _____

ISSUE:

A Resolution authorizing the Redevelopment Agency of West Valley City to renew an Agreement with the University of Utah to partner with the Opportunity Scholars Program specifically for the My Hometown Scholarship for the benefit of West Valley City students in a program to promote higher education as part of the strategic goals set forth by the Council for Economic Development.

SYNOPSIS:

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 sixth year of the Opportunity Scholars-RDA partnership.

This year the My Hometown Scholarship program assisted 27 West Valley City University Students. There have been 19 students graduate from the program with an additional 17 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, 45 students have been involved in internships with various businesses in the City as well.

BACKGROUND:

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 2023. These students will be in the program, will live at Fairbourne Station, will attend classes via the Trax line, and will be provided other mentor and scholarship opportunities through the university to ensure their success. Opportunity scholars has a 93% graduation rate for those in its program. Opportunity scholars serves first generation college students. The Opportunity Scholars program provides retention resources such as tutors, mentors, internships, advising, career-services, service-learning projects, community outreach, networking opportunities, counseling, financial assistance, and access to the program director.

RECOMMENDATION:

Approval of the Resolution and Contribution Agreement.

SUBMITTED BY:

Nicole Cottle, Community and Economic Development Director

REDEVELOPMENT AGENCY OF WEST VALLEY CITY

RESOLUTION NO. _____

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

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

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

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

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

WHEREAS, the Agency and West Valley City share a commitment to promoting an educated workforce in the City and supporting the continued vitality of West Valley City’s immigrant community; and

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Redevelopment Agency of West Valley City that the Agreement is hereby approved in substantially the form attached, and that the Chief Executive Officer is hereby authorized to

execute said Agreement for and in behalf of the Agency, subject to approval of the final form of the Agreement by the City Manager and the City Attorney's Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2023.

REDEVELOPMENT AGENCY OF WEST
VALLEY CITY

CHAIR

ATTEST:

SECRETARY

CONTRIBUTION AGREEMENT

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

RECITALS

- A. The Business School operates the Opportunity Scholars Program the (“Program”), which provides retention resources such as tutors, mentors, internships, advising, career-services, service-learning projects, community outreach, networking opportunities, counseling, financial assistance and anytime access to Latu Kinikini (the “Program Director”);
- B. The Business School’s Opportunity Scholars Program offers first generation students who qualify for need-based financial aid a combination of scholarships and mentoring services that has proven extremely effective in increasing graduation rates and preparing students to maximize their opportunities following graduation; and
- C. The AGENCY seeks to contribute funds to the Business School in support of a pilot program to facilitate academic success and offer support for the partial or full cost of attendance, including housing expenditures.

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

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

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

1.2 Program Director. The Program Director responsible for supervising students engaged in the Program shall be Latu Kinikini, unless the parties agree otherwise. In the event the Program Director is unwilling or otherwise unable to continue performing services as the Program Director (for example, the Program Director terminates his or her employment with the University of Utah for any reason), the parties will in good faith select a replacement Program Director acceptable to both parties. If the parties are unable, for any reason, to identify a Program Director acceptable to both parties, either the AGENCY or the Business School may terminate this Agreement upon thirty (30) calendar days notice to the other party.

2. Contribution.

2.1 Contribution. In support of the Program, AGENCY shall contribute Seventy Nine Thousand Dollars (\$79,000.00) (the “Contribution”) to the Business School.

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

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

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

4. Relationship of the Parties.

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

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

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

5. Term; Termination.

5.1 Term of Agreement. The term of this Agreement will commence on the Effective Date and will automatically expire on July 31, 2024 (the “Expiration Date”).

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

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

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

6. Confidentiality.

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

6.2 Confidential Information. For purposes of this Agreement, “Confidential Information” means a properly identified trade secret or commercial information (as defined at Section 63G-2-305) provided to the Business School by the AGENCY, which may include (a) the name or address of any customer or supplier of the AGENCY, or of any other person or entity with which the AGENCY does business or any information concerning the transactions of any customer, supplier or other person or entity with the AGENCY; (b) any information relating to the contracts, agreements, business plans, budgets, or results of operations, or any other financial information of the AGENCY, to the extent such information has not been made available to the public by the AGENCY; and (c) any other trade secret or commercial information marked or noted to be confidential by the AGENCY at the time of disclosure. Confidential Information shall not include any information (x) that is or becomes generally known to the public through sources independent of the AGENCY and through no fault of the Business School; or (y) that is available or becomes available to the Business School from a third party who has a right to disclose it to the Business School other than in the Business School’s capacity under this Agreement; or (z) that is independently developed or acquired by the Business School or the Business School’s personnel other than in the course of performing Services under this Agreement and without reliance in any way upon Confidential Information.

7. Miscellaneous.

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

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

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

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

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

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

If to the Business School: University of Utah

Tel _____
Fax _____

and to the address of the Faculty Supervisor.

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

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

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

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

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

Redevelopment Agency of West Valley City

“BUSINESS SCHOOL”

“AGENCY”

NAME: _____
TITLE: _____

NAME: _____
TITLE: _____

ATTEST:

Secretary

EXHIBIT A

CONTRIBUTION TERMS

The Business School shall use the Contribution, as follows:

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