

**REGIONAL ECONOMIC DEVELOPMENT MANAGEMENT AGREEMENT
BY AND BETWEEN
DAVIS COUNTY
WEBER COUNTY
AND
NORTHERN UTAH ECONOMIC ALLIANCE (NUEA)**

THIS AGREEMENT is made and entered into this ____ day of _____, 2024 by and between Davis County, (hereinafter “DAVIS”) a body corporate and politic of the State of Utah, and Weber County, (hereinafter “WEBER”) a body corporate and politic of the State of Utah, and the Northern Utah Economic Alliance (hereinafter “NUEA”), a not-for-profit corporation.

RECITALS

WHEREAS, DAVIS and WEBER desire to contract with an established organization with a history of multi-jurisdictional economic development outcomes to assist them in their regional economic development efforts.

WHEREAS, NUEA is in the business of marketing corporate recruitment project management and hosting site selectors that results in Northern Utah communities and the State of Utah competing on and winning corporate recruitment projects and assisting with existing business expansions.

WHEREAS, DAVIS and WEBER desire to contract with NUEA to perform a defined scope of services intended to enhance the region’s brand and improve quality of life, economic output, and employment growth in the region.

NOW THEREFORE, in consideration of the promises and obligations herein contained, the parties agree as follows:

**SECTION ONE
SCOPE AND DELIVERABLES**

NUEA shall be responsible to accomplish the following:

- A. **Separate Entity.** NUEA shall be a separate legal entity from DAVIS and WEBER.
- B. **Board of Advisors.** NUEA shall be advised by a formal NUEA Board of Advisors (“Board”). The Board shall have a critical role in advising NUEA and its personnel on mission-related issues. Board members shall be appointed according to NUEA’s bylaws, which shall be provided to the County Commissions upon their request.
- C. **Strategic Marketing Plan.** In consultation with the WEBER and DAVIS economic development departments, NUEA shall submit an annual Strategic Marketing Plan (“SMP”) to the County Commissions containing a description of marketing goals and metrics for NUEA for the coming year. A corresponding budget will be presented annually during DAVIS and WEBER’s respective budgeting process. By this reference, the SMP shall be made a part of this Agreement and the terms thereof shall be deemed to be material terms, conditions, and covenants. For the initial Term, the 2025 SMP shall be submitted to DAVIS and WEBER no later than December 1,

2024. Should the Parties exercise an option to renew, subsequent SMPs shall be presented to DAVIS and WEBER no later than July 1st of each calendar year for review and approval by the County Commissions. Approval and acceptance of the SMP by the County Commissions is a condition precedent for renewal of this Agreement for a subsequent calendar year. For example, if NUEA fails to present an acceptable SMP, and negotiations between DAVIS, WEBER, and NUEA do not result in an agreed upon SMP within 30 days of its due date, then this Agreement shall terminate and be of no further effect except as otherwise specified in this Agreement relating to DAVIS and WEBER properties, accounting, unencumbered funds, and records.

D. **Management.** NUEA and its independent contractors shall provide day-to-day management activities necessary to meet the objectives of the SMP. NUEA's performance shall not duplicate the efforts made by the DAVIS and WEBER economic development departments. NUEA shall also:

1. Create a finalized program of work and an annual budget which shall be reviewed and approved by the County Commissions.
2. Produce quarterly financial reports to DAVIS and WEBER.
3. Provide an annual report and audit for the previous year, including IRS Form 990 to DAVIS and WEBER.
4. Provide a monthly email report for the County Commissions detailing recent activity related to deal flow, research, marketing, and outreach.

E. **Site Selector Marketing.** Site Selection Consultants ("SSC") represent a critical component of NUEA's outreach and marketing plans. SSC have a tremendous influence with deal flow as companies are considering new locations for expansion. In order to cultivate these relationships, NUEA shall:

1. Attend conferences to network with site selectors to market the region.
2. Update and maintain a site selector database.

F. **Public Relations and Promotion.** NUEA shall:

1. Generate awareness for Northern Utah in corporate C-suite, site selection, and other key stakeholder audiences.
2. Place editorial content in select industry trade and business publications.
3. As part of continued branding outreach to develop an interest in Northern Utah, manage a coordinated advertising campaign in local and national trade and business publications.
4. Send targeted mailings to selected SSC outlining new project announcements or new product developments.
5. Internally, update and maintain a web presence at NUEA.org to provide current overview data, improve awareness and outline key real estate opportunities, communicate labor profiles, and provide local and national corporate decision-makers with a one-stop location for Northern Utah data and contacts.

6. Maintain social media presence and a digital marketing strategy for the organization.
- G. **Industry Marketing.** NUEA shall ensure Northern Utah’s value proposition is understood by key companies within these industries and is crucial for the state’s long-term economic prosperity. As a part of these efforts, NUEA will attend targeted industry conferences as requested by DAVIS and WEBER.
- H. **Local Industry Expansion and Retention.**
1. NUEA shall connect with local/existing businesses to understand and support their needs, such as real estate options, financial needs, and workforce development assistance.
 2. NUEA shall address each of the above-mentioned connections in the annual SMP.
- I. **Research.** Economic research will be foundational to the success of this regional partnership. As such, NUEA shall:
1. Produce industry cluster profiles including, but not limited to: aerospace/defense, advanced manufacturing, life sciences, IT and software, etc.
 2. Annually produce a regional labor profile.
 3. Update and maintain a real estate database of commercially viable sites in the region.
 4. Complete any additional items as requested by DAVIS and WEBER.
- J. **Regional Coordination and Collaboration.** The regional partnership has many partners including city and county partners, chambers of commerce, trade associations, academic partners, and others. Much of NUEA’s success will depend on coordinating, eliminating duplication, and leveraging partner resources. As such, NUEA shall:
1. Attend meetings as requested pending invitation of the County Commissions.
 2. Hold monthly coordination meetings with DAVIS and WEBER economic development directors to provide updates on projects, activities, and seek advice for on-going programs. Key elected officials have a standing invitation.
 3. Be available to participate in county commission meetings and public or private group presentations upon invitation.
 4. Present, participate and partner with chambers of commerce, trade associations, and other industry groups to provide updates on NUEA’s activity.
- K. **Regional Corporate Recruitment Success.** The Parties’ activity is designed to add high-quality jobs in the region and to create more opportunities for those living in the region to have employment opportunities that fit their skillset. As such, NUEA shall:
1. Track request for information (“RFI”) responses and create benchmarks for future activity.
 2. Provide quarterly updates to DAVIS and WEBER economic development staff regarding site visits to Northern Utah.

3. Provide jobs/capital investment/square footage for projects in the region to DAVIS and WEBER economic development staff.

SECTION TWO TERM

The initial term of this Agreement shall commence when signed by each party and shall terminate on December 31, 2025 (“Term”). This Agreement may be renewed upon the mutual written agreement of the Parties. This option to renew shall be determined by the Parties by June 1, 2025.

SECTION THREE TERMINATION

Either DAVIS or WEBER may terminate this Agreement without cause with ninety (90) days written notice. Upon termination, the assets owned by each entity, including intellectual property created on behalf of DAVIS and/or WEBER, shall revert back to or if applicable, become the property of that entity.

SECTION FOUR COMPENSATION

- A. **Addendum/Amendment to Agreement.** During the course of the Term, in 2025, Davis and Weber shall each contribute \$75,000 for a collective funding total of \$150,000. For any subsequent renewals of this Agreement, the annual budget will be based upon the SMP approved by the County Commissions as an annual addendum to this Agreement.
- B. NUEA will seek the opportunity to maintain matching funds by the Utah GOEO.
 1. Any funds not expended in any given year shall be used to build a reserve account for the entity. Such reserve accounts can be drawn down for special projects with the consent of the County Commissions.
- C. Any additional public funding (i.e., State of Utah or other future municipal funding) or private funding (i.e. private sponsorships) raised or made available for this regional effort shall be used to resource a specific initiative and not for the purposes of NUEA’s general operating budget.
- D. NUEA shall make known to DAVIS and WEBER as a part of their SMP any additional public funding that they have received or anticipate receiving in the coming year.

SECTION FIVE ECONOMIC DEVELOPMENT INCENTIVES

- A. **Agency.** It is understood and agreed by the Parties that NUEA, its agents, employees and representatives are not to be regarded as agents, representatives, or a subdivision of DAVIS or WEBER for any purpose and that NUEA shall not represent, offer, authorize, or negotiate economic incentives on behalf of DAVIS and/or WEBER. It is understood and agreed that NUEA is in the business of marketing corporate recruitment project management and hosting site selectors that results in Northern Utah communities and the State of Utah competing on and winning corporate recruitment projects and assisting with existing business expansions. All economic incentives shall be handled by the economic development staff of the respective County.

- B. **Independent Entity.** NUEA shall be considered an independent entity in all respects and for all purposes and the employees of NUEA shall not be entitled to the benefits of nor be bound by the restrictions upon employment with DAVIS or WEBER.
- C. **Materiality.** Violation of this section is considered a material breach of this Agreement.

SECTION SIX ADMINISTRATION

One designated member of each County Commission and one member of each County's economic development staff shall meet jointly, quarterly, with the NUEA President regarding this Agreement. DAVIS and WEBER shall provide the NUEA President with the ability to make regular presentations to the full County Commissions.

SECTION SEVEN MISCELLANEOUS PROVISIONS

- A. **Entire Agreement.** This Agreement, including all attachments, constitutes the entire understanding between the parties hereto with respect to the subject matter of this Agreement and supersedes all other communications, representations, or agreements, either oral or written, between the parties relating to such subject matter.
- B. **Amendments.** This Agreement shall not be altered, modified or amended except upon the Agreement of all Parties and in writing executed by them. Changes which do not comply with this requirement shall not be binding upon any Party.
- C. **Assignment.** The rights and obligations of NUEA hereunder shall not be assigned without prior written consent from DAVIS and WEBER. If any assignment is made by written Agreement of the Parties, this Agreement shall be binding upon and shall inure to the benefit of the Parties, their respective successors and assigns.
- D. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement. If the parties digitally sign this Agreement or electronically transmit signatures by email, such signatures will have the same force and effect as original signatures.
- E. **Headings.** The paragraph and section headings herein contained are for purposes of identification only and shall not be considered in construing this Agreement.
- F. **Indemnification.** NUEA shall indemnify and hold harmless both DAVIS and WEBER and their agents, directors, officers, and employees from and against any and all claims, losses, actions, expenses, and any other liabilities arising out of or resulting from the performance of or failure to perform the work and services contracted for hereunder. Either County shall give reasonable notice to NUEA of any such claim, loss, action, damage, expense or other liability. NUEA's obligation to indemnify the Counties is not limited or waived in any way by compliance or non-compliance with the Insurance requirements of this Agreement.
- G. **Insurance.** NUEA shall obtain and maintain, at NUEA's own expense during the Term of this Agreement, insurance as set forth below. The insurance shall be obtained from insurance carriers

authorized to do business in the State of Utah. Certificates of such insurance issued by the insuring carrier or carriers shall be furnished to both DAVIS and WEBER and shall provide thereon that ten days prior written notice of cancellation or significant amendment of the insurance to which the certificate relates shall be given to DAVIS and WEBER. If any of the required coverage is provided on a claims-made basis, then NUEA shall maintain the policy for no less than four years after termination of this Agreement.

1. NUEA shall maintain Commercial General Liability insurance with contractual liability to cover NUEA's obligations under the Indemnification section of this Agreement, with minimum combined single limits of \$1,000,000 for each occurrence and \$5,000,000 aggregate;
 2. Personal and Advertising Injury - \$2,000,000.00;
 3. A valid automobile liability insurance policy that satisfies the minimum amounts required by Utah law; and
 4. A valid Workers' Compensation and Employers' Liability insurance policy with minimum limits as required by Utah law. If any proprietor, partner, executive, officer, member, or other person is excluded from the Workers' Compensation and Employers' Liability insurance policy, NUEA shall provide DAVIS and WEBER with the applicable state issued waiver.
- H. **Notices.** Any notice or certification required or permitted to be delivered under this Agreement shall be deemed to have been given when personally delivered, or if mailed, three business days after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the following respective addresses:
1. Board of Davis County Commissioners, 61 Main St., Ste. 301, Farmington, UT 84025
 2. Board of Weber County Commissioners, 2380 Washington Blvd., Ste. 320, Ogden, UT 84401
 3. Northern Utah Economic Alliance, 140 N. Union Ave., Ste. 340, Farmington, UT 84025
- I. **Severability.** If any provision of this Agreement is deemed to be invalid or unenforceable by a court of proper jurisdiction, the remaining provisions shall remain in full force and effect.
- J. **Waiver.** No waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing and signed by each of the Parties.
- K. **Conflict of Terms.** In the event of any conflict between the terms of this Agreement and any documents referenced in this Agreement or incorporated into this Agreement by reference, including exhibits or attachments to this Agreement, this Agreement shall control.
- L. **Governing Law.** This Agreement shall be governed by the laws of the State of Utah.
- M. **Choice of Forum.** The parties irrevocably submit to the exclusive jurisdiction of the Utah Second Judicial District Court.

- N. **Government Records Access and Management Act.** NUEA acknowledges that DAVIS and WEBER are governmental entities subject to Utah's Government Records Access and Management Act. As a result, County is required to disclose certain information and materials to the public, upon request. NUEA agrees to timely refer all requests for documents, materials, and data in its possession relation to this Agreement and its performance to DAVIS and WEBER for response.
- O. **Non-funding.** If NUEA's performance or DAVIS or WEBER's performance under this Agreement depends upon the appropriation of funds by either the Utah Legislature or the County Commissions, and if the legislating body fails to appropriate the funds necessary for the performance, then this Agreement may be terminated by either party by providing 90 day written notice to the other party without further obligation. Said termination shall not be construed as a breach of or default under this Agreement and said termination shall be without penalty, additional payments, or other charges to DAVIS, WEBER, or NUEA of any kind whatsoever, and no right of action for payments, or other charges to DAVIS, WEBER, or NUEA of any kind whatsoever, and no right of action for damages or other relief shall accrue to the benefit of DAVIS, WEBER, or NUEA, their successors or assigns, as to this Agreement, or any portion thereof, which may so terminate and become null and void.
- P. **Work Product.** Any and all final work product created as a part of this Agreement shall be the sole property of DAVIS and WEBER. In the event this Agreement is terminated or is not renewed, NUEA agrees to cooperate in delivering all applicable files, information, equipment, and materials that belong to DAVIS and WEBER respectively.
- Q. **Records.** NUEA shall provide to the County Commissions upon request any records pertaining to this Agreement.

[Rest of page intentionally left blank; signature page follows]

On behalf of NUEA

By: _____

Its: _____

Date: _____

On behalf of Weber County

By: _____

Its: _____

Date: _____

On behalf of Davis County

By: _____

Its: _____

Date: _____