



TOOELE COUNTY CORPORATION
CONTRACT # 18-12-25

December 11, 2018

Shawn Milne
Commissioner
Tooele County
47 South Main, 3rd Floor
Tooele, UT 84074

Re: Tooele Valley Tourism Engagement Agreement and Memorandum of Understanding

Dear Shawn,

As per our recent conversation as well as consultations with Scott Broadhead and Marilyn Gillette and pursuant to the unanimous approval by Tooele County Commissioners on September 25, 2018 to fund the Tooele Valley Tourism brand launch as proposed by State Street Partners a DBA to Live Strategies Group, llc, this letter, when countersigned by you, will become a binding contract between Live Strategies Group DBA State Street Partners, LLC a Utah limited liability corporation located at 124 South 400 East, Suite 310, Salt Lake City Utah 84111 and Tooele County located at 47 South Main, 3rd Floor Tooele, UT 84074.

SECTION 1. RECAP OF THE ASSIGNMENT

State Street's work to promote tourism in Tooele County is comprised of four phases of work: Phase 1 was discovery and research, Phase 2 was rebranding, Phase 3 was the development of the activation strategy for the tourism development marketing program. We are now ready to commence the fourth phase of the initiative to launch and activate the new brand in the marketplace across paid, earned, shared and owned channels. The following table summarizes the stages of work previously executed and to be commenced.



TOOELE COUNTY TOURISM DEVELOPMENT PHASES OF WORK

Date	Phase	Status	Outcome
Sep 2016	1 - Discovery	Complete	TTAB Approved
2017	2 - Brand	Complete	TTAB Approved
2018	3 - Strategy	Complete	TTAB Approved
2018-2019	4 - Execution	Toole County Commissioner Approval 9/25/18	TTAB Approved State Approved

As State Street embarks on Phase 4 of the tourism development program, the Parties agree that the objectives proposed for the activation aspect of the program are as follows:

1. Estimated Growth of \$67MM Total Visitor Spend/Taxable Sales by 5% over 18 months upon beginning the campaign
2. Unify stakeholders (citizens, businesses, governments)
3. Improve brand image and sentiment (residents and visitors)

SECTION 2. PROPOSED SCOPE AND SCHEDULE OF WORK

State Street will develop and execute the activation of the marketing program to promote tourism development in Tooele County across paid, earned, shared and owned channels. The funding for Phase 4 will amount to \$522,167 (\$450,000 from the Tooele County Tourism Reserve Account plus \$72,167 of matching funds from the Utah Office of Tourism Ambassador Program).



The aforementioned proceeds will cover agency fees, design and production of assets, and placement of assets in order to accomplish the following deliverables:

1. So Much, So Close Ad Campaign
2. Co-op Support & Style Guide
3. Key to the County
4. Exploration of New Attractions, Events and Improvements

So Much, So Close Ad Campaign

What it is:

An introduction of the new Tooele County Tourism brand to:

- Stakeholders (e.g., elected officials, TTAB, local business owners, residents)
- Prospective and current tourists

How it works:

- Public unveiling of the new brand
- Strategic placement of new brand in high traffic areas via approved media plan and allocation of funds

Plan in a Box

What it is:

- A Tooele Co-op stakeholder alignment tool kit
- Brand style guide
- Tips and tricks
- Promotional materials
- Samples and templates

How it works:

- Stakeholders register online and download the kit
- TTAB governance

Benefits to the county:

- Enables brand consistency
- Multiplies ad reach and frequency; stretches budget
- Unifies community; instills confidence



Key to the County

What it is:

- Talent search among social-savvy UT & out-of-state residents
- Two people (including couples) win grand prize
- Cash Award - distributed upon content creation
- Year of free Tooele Valley Tourism experiences
- DSLR camera, laptop and tablet

How it works:

- Winners VLOG and post on social media using the hashtag daily #somuchsoclose and #KeytoTooeleCounty
- Benefits to the county:
 - Entire year of consumer generated content
 - Created social media savvy members of target audience
 - Addresses misconceptions and overcomes objections

Exploration of New Attractions


What it is:

- Engage tourist in new and unexpected ways

How it works:

- Explore leveraging current assets
- Design additional attractions that satisfy currently unmet needs

Timeline of Events

September	Approval
October	Production of ad elements begins Brand and campaign launch event Campaign begins (soft launch) <i>— DEC 19TH 2018</i> <i>PRESUME FOLLOWING DELAYED BY SIMILAR TIME</i> 
Nov-Dec	Campaign continues (growth of web and social presence) Production and element placements Selection and training of ambassadors
Jan-Dec 2019	Campaign runs (hard launch) Growth of TRT account and reporting Renew and advance into 2020



NOTE: THIS TIMELINE IS DEPENDENT UPON THE TIMELY RELEASE OF FUNDS AND APPROVALS BY TOOELE COUNTY REPRESENTATIVES. DELAY OF EITHER MAY JEOPARDIZE THE QUALITY AND QUANTITY OF DELIVERABLES.

Fees and Expenses

The term and duration of this Agreement will be an initial eighteen (18) months commencing September 25, 2018 through March 25, 2020 with an automatic renewal for an additional 18 months thereafter.

The total estimated costs for fees and production related expenses for Phase 4 will be approximately \$522,167, hereafter called The Campaign Fund. The parties further agree that approximately 55% of The Campaign Fund will be allocated to production related expenses and approximately 45% of The Campaign Fund will be allocated to agency fees and expenses.

COMMISSION/COUNCIL/EXEC/TOURISM DIR

The Parties further agree that State Street Partners will have the authority to submit invoices directly to the Tooele County Auditor and/or Clerk via email or mail for monthly withdrawals from The Campaign Fund to cover a monthly consulting fee of about \$11,000 as well as authorization to submit ad-hoc invoices to cover vendor costs and other authorized expenses for the production and placement of campaign assets. The Parties further agree that State Street Partners shall be allowed to submit invoices against the matching Ambassador Program funds pursuant to Utah Office of Tourism guidelines which permit half up front and half upon delivery of goods or services.

Payment Terms & Conditions

Commencement of work is predicated on the receipt of the the Campaign Fund payments. Late payments will be subject to at 15% late fee to be assessed on payments 30-days past due in order to cover agency expenses and fees incurred by State Street. Fees unpaid after 60 days will result in the default of this Agreement and may be referred for collections.

Travel

If domestic or international travel is needed, the State Street Partners stated air travel policy is as follows: Travel in the United States is at economy class where seating is possible, and the next class of service if it is not at the time of booking. Travel outside the United States is at best-available business class where seating is possible, and the next available class of service at the time of booking. In all circumstances, we strive to



exercise a spirit of strict frugality and prudence when incurring expenses paid for by our clients.

SECTION 3. BINDING EFFECT.

This Engagement Agreement, when initialed and countersigned by you on behalf of Tooele County (collectively, "You," "Your," or the "Tooele") on the final page, becomes a legally binding agreement and forms the legal basis for our business relationship. For clarity we will use the following to describe State Street Partners, LLC ("State Street Partners LLC," "State Street," or "us" or "we").

SECTION 4. REPORTING.

State Street Partners will be in regular contact with You through emails and phone calls to You or any person designate as our single point of contact. We will also provide You a variety of written documents based on the services we are delivering.

SECTION 5. NON-CIRCUMVENTION.

You agree for a period of five (5) years from the date of the signing of this Engagement Agreement not to establish contact either directly or indirectly with any party, organization or entity introduced to You by State Street Partners without the written permission of State Street Partners.

SECTION 6. TERM AND TERMINATION.

This Engagement Agreement will be binding and effective for five (5) months from the retroactive start date of June 15, 2018 regardless of the date of signature and will auto-renew for an additional eighteen (18) months unless cancelled or modified by the Parties. Should one of the Parties wish to terminate this Engagement Agreement, they will send written notice of intent to terminate, no less than thirty (30) days prior to the desired date of termination. Moreover, should the parties elect to terminate the agreement, the Parties agree that termination does not in any way obviate or excuse the parties from their the binding obligations with respect to sections 3,5, 6 and 7 contained in this Agreement.

In the event of termination, the parties will mutually agree on the work to be completed during a required 30-day notice period prior to termination. Such work will be documented in a termination scope of work attached as an amendment to this Engagement Agreement and signed by both Parties. The deliverables outlined in the termination scope of work will be completed and delivered to the County Commissioner



in charge of Tooele Valley Tourism (i.e. Shawn Milne) and/or the Tooele TTAB on or before the effective date of termination. All outstanding retainer and expense reimbursement payments due to State Street Partners must be paid in full before delivery of files by whatever delivery means are mutually agreeable between the Parties.

Should Tooele County wish to terminate this Agreement for any reason other than cause, it will pay State Street Partners a termination fee of \$52,000 on or before the effective date of termination.

For purposes of this Engagement Agreement, the term "cause" shall be defined as (i) financial insolvency, bankruptcy, or cessation of operations, (ii) a material breach by either party of this Agreement constituting default, (iii) State Street Partners' failure, refusal or neglect to perform the required services or produce and deliver the items listed in section 2 of this Agreement; (iv) either party's commission of any act involving moral turpitude, gross dishonesty, or unethical business practices with an intent to injure the other party.

SECTION 7. CONFIDENTIALITY.

Both You and State Street Partners additionally agree to keep in confidence and not disclose or use for its own benefit or for the benefit of any third party (except as may be required for the performance of services under this Engagement Agreement or as may be required by law) any information, documents, or materials that are identified by the other party, at the time that they are made available, or otherwise reasonably considered by the disclosing party, to be privileged, proprietary or confidential (the "Confidential Information").

Each party hereto agrees that the wrongful disclosure of Confidential Information may cause irreparable injury that is inadequately compensable in monetary damages. Accordingly, either party may seek injunctive relief in any court of competent jurisdiction for the breach or threatened breach of this Section 7, in addition to any other remedies in law or equity.

SECTION 8. REPRESENTATIONS.

You represent and warrant (a) You have the full right, power and authority to enter into this Agreement, and to perform fully all of its obligations thereunder and (b) all of the information and statements contained in the materials presented by You or those You direct to present or provide materials to State Street Partners or provided by You or those You direct (collectively, the "Materials") are true and accurate to the best of Your knowledge.



SECTION 9. CONFLICTS, JURISDICTION, AND ARBITRATION.

This Engagement Agreement shall be governed by the laws of the State of Utah without regard to conflict of law principles. Any controversy or claim arising out of or relating to this Agreement or any alleged breach of this Agreement shall be settled by binding arbitration in Utah in accordance with the rules of the American Arbitration Association then applicable and any judgment upon any award, which may include an award of damages may be entered in the highest state or federal court have jurisdiction over such award. The non-prevailing party shall be obligated to reimburse the prevailing party all of its legal fees and costs.

SECTION 10. LIMITATION OF LIABILITY.

IN NO EVENT SHALL STATE STREET PARTNERS BE LIABLE, WHETHER IN CONTRACT, TORT OR OTHERWISE, FOR ANY LOST PROFITS, OR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT STATE STREET PARTNERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS. FURTHERMORE, IN NO EVENT SHALL STATE STREET PARTNERS BE LIABLE TO CLIENT FOR ANY CLAIMS, DAMAGES, COSTS AND EXPENSES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS ENGAGEMENT AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE.

SECTION 11. INDEMNIFICATION.

You, including Your successors, licensees, assigns, partners, representatives, employees, agents and affiliates (each an "Indemnified Party") shall indemnify State Street Partners, including their successors, licensees, assigns, partners, representatives, employees, agents and affiliates (each an "Indemnified Party") and hold each Indemnified Party harmless from and against any and all losses, costs, liabilities, damages and expenses (including reasonable attorney's fees) resulting from (a) any material breach of any representation, warranty and/or covenant made under this Engagement Agreement by You and (b) the content of any Materials provided by You, or anyone You direct, to State Street Partners.

State Street Partners shall indemnify You including Your successors, licensees, assigns, partners, representatives, employees, agents and affiliates (each an "Indemnified Party") and hold each Indemnified Party harmless from and against any and all losses, costs, liabilities, damages and expenses (including reasonable attorney's fees) resulting from (a) any material breach of any representation, warranty and/or covenant made under this Engagement Agreement by State Street Partners or any non-



affiliated State Street Partners party; and (b) any act, error or omission in the performance of any services by State Street Partners or non-affiliate State Street Partners party.

SECTION 12. ENTIRE AGREEMENT.

This Engagement Agreement constitutes the entire understanding and agreement between the parties hereto and their Affiliates with respect to its subject matter and supersedes all prior or contemporaneous agreements, representations, warranties and understandings of such parties whether written or oral. No promise, inducement, representation or agreement, other than as expressly set forth herein, has been made to or by the parties hereto. This Engagement Agreement may be amended only by written agreement signed by both parties hereto. Evidence shall be inadmissible to show agreement by and between such parties to any term or condition contrary to or in addition to the terms and conditions contained in this Engagement Agreement.

SECTION 13. RELATIONSHIP OF THE PARTIES.

The parties are independent contractors, and nothing herein shall constitute or be construed to create a partnership or joint venture between the parties. Neither party shall have the power to enter into any contract or commitment in the name of, or on behalf of, the other party, or to bind the other party in any respect whatsoever, except as may be expressly agreed by them in writing.

SECTION 14. NOTICES.

Any notices, approvals, certificates and other communications required or permitted to be given under this Engagement Agreement shall be deemed validly and properly given if in writing (i) when delivered by hand, (ii) one (1) day after deposit with a nationally recognized overnight delivery service, or (iii) three (3) days after deposit in the U.S. mail by registered or certified mail, postage prepaid, return receipt requested, in any event addressed to the address set forth on the first page of this Engagement Agreement. Either party may, by notice to the other, change its address for purposes of notices.

Notices may also be sent by email if an additional hard copy of the email is subsequently mailed within 24 hours of the date the email was sent by any of the means above.



SECTION 15. WAIVER.

No waiver of any provision of this Engagement Agreement or of any default hereunder shall affect the waiving party's right thereafter to enforce such provision, to exercise any right or remedy to enforce such provision, or to exercise any right or remedy in the event of any other default, whether or not similar.

SECTION 16. SEVERABILITY.

If any provision of this Engagement Agreement is held by any court to be invalid or unenforceable, that provision will be limited or severed from this Engagement Agreement to the minimum extent necessary so that this Engagement Agreement shall otherwise remain in full force and effect and enforceable.

SECTION 17. NO ASSIGNMENT.

Neither party may assign this Engagement Agreement or any rights hereunder without the prior written consent of the other party except in the event of an acquisition or merger of either party resulting in a change of control. A change of control shall be deemed to occur if more than 50% of such party's common shares are sold to or exchanged with a non-affiliated third party.

SECTION 18. OWNERSHIP OF INTELLECTUAL PROPERTY

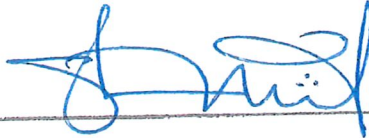
The Parties expressly agree that ownership of the Tooele Valley brand, visual depictions of the brand and mark including any resultant trademark and all related brand assets created by State Street Partners will remain the sole property of Tooele County.

SECTION 19. SUCCESSORS AND ASSIGNS.

Subject to the provisions of the preceding paragraph, the provisions of this Engagement Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.



ACCEPTED AND AGREED:

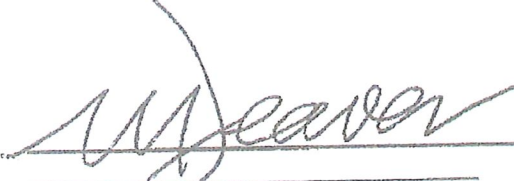


Shawn Milne
Commissioner
Tooele County

3 January 2019

Date

ACCEPTED AND AGREED:



Mike Deaver
Partner
Live Strategies Group
DBA State Street Partners

12/12/2018

Date