

2023 TOOELE COUNTY CHAMBER OF COMMERCE
MARKETING AGREEMENT

AGREEMENT dated this 14th day of December, 2023, by and between Tooele County, a political subdivision of the State of Utah ("County"), and The Tooele County Chamber of Commerce and Tourism, a Utah non-profit corporation ("Contractor").

WHEREAS, County desires to advertise local events and the county; and

WHEREAS, Contractor has the necessary expertise and experience to plan, advertise, and produce such collateral as necessary;

NOW THEREFORE, the parties mutually agree as follows:

1. **Retention as Contractor.** County hereby retains Contractor to perform the services described in paragraph 2. Contractor warrants that it has the qualifications, experience, and ability to properly perform the described services.
2. **Services Provided by Contractor.** Contractor shall plan and produce materials and other needed collateral to achieve marketing goals of the County by providing the following included, but not limited to, services:
 - Work with County personnel to help highlight and promote county events and resources.
 - Utilize the Tooele County Tourism Master plan to guide decisions.
 - Attended TRT Board meetings.
 - Create promotional materials such as brochures, websites, and social media campaigns, all to be approved by the County Manager, or his/her designee.
 - Collaborate with local businesses and tourism organizations for joint marketing efforts.
 - Attend UTIA Meetings and other state tourism conferences.
 - Create sample itineraries for tourists; including but not limited to suggestions for activities and dining.
 - Establish and maintain relationships with local businesses and service providers.
 - Use State Tourism data to make informed decisions and adjust marketing strategies.
 - Ensure compliance with local tourism regulations and permits.
 - Stay informed about changes in laws and regulations affecting the tourism industry.
 - Identify opportunities for growth and differentiation.
 - Prepare regular reports on tourism performance and marketing efforts.
 - Stay updated on travel trends and market demands.
3. **Compensation.** County shall pay Contractor \$150,000 upon Execution of this agreement. Upon demand by County, Contractor shall provide an accounting of expenses and other costs associated with marketing and this compensation.

4. **Materials.** County has the first right to procure marketing materials upon County approval. All collateral and materials must be approved by County before dissemination, unless otherwise agreed upon.
5. **Assignment.** This Agreement may only be assigned upon mutual consent of the parties.
6. **Indemnification.** Contractor shall defend, indemnify and hold County and its officers, employees and volunteers harmless from all claims, lawsuits, demands, judgments and liabilities directly or indirectly arising out of Contractor's negligent acts, intentional acts, errors or omissions in performing the described services.
7. **Intellectual Property Rights and Marketing.** Any Intellectual Property Rights owned by either party at the date of the Agreement shall remain in the ownership of that party throughout the duration of the Agreement and no party nor any agent, contractor or other person authorized by a party shall at any time make any unauthorized use of those Intellectual Property Rights. Any Intellectual Property Rights developed by the Contractor exclusively for the provision of the Services shall vest in the County absolutely. Any materials, collateral, or other marketing developed by the Contractor during the Term of this Agreement shall be the sole property of the County.
8. **Relationship of Parties.** This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties. The contractual relationship between County and Contractor is one of independent contractor and not agency. Contractor is not a County employee and has no authority to enter obligations on behalf of County.
9. **Expiration, Extension and Termination.** This initial term of this Agreement shall expire on January 1, 2025. The parties may annually extend this Agreement upon mutual written agreement. This Agreement may be terminated for cause by either party upon 60 days' written notice to the other party. This Agreement may be terminated by County without cause upon 30 days' written notice to Contractor. If County terminates for convenience, Contractor shall cease performing services, and Contractor shall return payment of any unused funds. Returned funds shall be prorated, unless accounted for by Contractor as spent on supplies or materials used for marketing purposes.
10. **Waiver of Remedies.** Failure by either party to insist upon the strict performance of any provision of this Agreement shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. All remedies permitted or available to a party under this Agreement, or at law or equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available remedy.
11. **Construction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

12. Integration. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing signed by the parties.
13. Future Appropriations. This Agreement shall not be construed in any manner to bind County's future budget appropriations.
14. Construction of Language. The provisions of this Agreement shall be construed according to their common meaning and purpose of providing a public benefit and not strictly for or against any party. This Agreement shall be construed consistent with the provisions hereof to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural, and the masculine gender shall include the feminine or neutral genders.
15. Captions. Captions used in this Agreement are for convenience only and do not define, limit or describe the scope or intent of any provision of the Agreement.
16. Authorization. Each party has expressly authorized the execution of this Agreement on its behalf.
17. Ethical Standards and Conduct. Contractor represents that it has not: (a) provided an illegal gift or payoff to a county officer or employee or former county officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; or (c) knowingly influenced (and hereby promises that it will not knowingly influence) a county officer or employee or former county officer or employee to breach any of the ethical standards set forth in the County's Conflict of Interest ordinance.
18. Notices. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in this United States mail, postage prepaid, or by email with proof of transmission, and addressed as follows:

TOOELE COUNTY
Brittany Lopez, Assistant County Manager
47 S. Main Street
Tooele, UT 84074
brittany.lopez@tooeleco.org

TOOELE COUNTY CHAMBER OF COMMERCE
Attn: Jared Hamner
154 S MAIN STREET
TOOELE, UT 84074
Jared@Tooelechamber.com

TOOELE COUNTY:




James A. Welch
Tooele County Manager

TOOELE COUNTY CHAMBER OF COMMERCE:



Jared Hamner
Director

APPROVED AS TO FORM:



Nathan Harris
Deputy Tooele County Attorney