



## WASATCH FRONT ECONOMIC DEVELOPMENT DISTRICT

### GOVERNING BOARD

Monday, February 26, 2018

1:00 – 2:30 pm

Wasatch Front Regional Council

295 North Jimmy Doolittle Road, Salt Lake City, UT 84116

### AGENDA

1. Welcome and Introductions – Shawn Milne
2. Opportunity for Public Comment – Shawn Milne
3. ACTION: WFEDD Governing Board Members – Shawn Milne
4. WFEDD Executive Staff Changes – Shawn Milne & LaNiece Davenport
5. ACTION: 2018 – 2022 Comprehensive Economic Development Strategy (CEDS) and Budget – LaNiece Davenport
6. Other Business
  - Open and Public Meetings Act Video
  - Next WFEDD Strategy Committee meeting: May 21, 2018 at 1:00 pm

*Note: Informational materials can be located on WFRC's website at [www.wfrc.org](http://www.wfrc.org).*

*Public participation is solicited without regard to age, sex, disability, race, color or national origin. Persons who require translation for a meeting should contact the WFRC's Title VI Administrator at 801-363-4250 or [apearson@wfrc.org](mailto:apearson@wfrc.org) at least 72 hours in advance.*

*Se solicita la participación del público, sin importar la edad, el sexo, la discapacidad, la raza, color o nacionalidad. Personas que requieren servicios de traducción deben contactar a WFRC's Administrador de Título VI al teléfono 801-363-4250 o [apearson@wfrc.org](mailto:apearson@wfrc.org) por lo menos 72 horas antes de la reunión.*

Economic Development - WFEDD

Budget and Expenditures to Date as of Jan 31, 2018

	FY18 Budget	Expended As of 1/31/18	Balance Unspent
Salary & Fringe	88,221	52,799	35,422
Printing & Publication	2,500		2,500
Supplies & Software	4,600	956	3,644
Training	1,500	2,273	(773)
Travel	5,000	1,031	3,969
Indirect	38,179	14,319	23,860
Total	140,000	71,378	68,622

**AMENDED AND RESTATED BYLAWS OF THE  
WASATCH FRONT ECONOMIC DEVELOPMENT DISTRICT**

**ARTICLE I**

**Adoption, Amendment, Mission**

**A. Adoption and Effect**

These Bylaws shall become effective upon the adoption thereof by a simple majority of the voting representatives of the Wasatch Front Economic Development District Board (hereinafter, the "EDD Board") at any regular meeting, and shall not be construed to operate in contravention of any provision of the Interlocal Cooperation Agreement Reorganizing the Wasatch Front Regional Council/Wasatch Front Economic Development District (hereinafter, the "Agreement"). Any provision herein determined to be contrary to or in violation of the Agreement shall be null, void, and of no effect.

**B. Amendment**

The EDD Board may alter, amend, or repeal these Bylaws, or adopt new Bylaws by resolution of the EDD Board or by the approval of a majority vote of the EDD Board.

**C. Mission Statement**

The mission of the Wasatch Front Economic Development District (hereinafter, the "EDD") is to support economic development plans, promote long-term economic competitiveness, and attract federal monies to implement local plans.

**ARTICLE II**

**Representation, Officers, Standards, Indemnification**

**A. Representation**

Membership of the EDD Board is established in Article II of the Agreement.

**B. Officers**

There shall be a chair and vice-chair and other officers as the EDD Board determines. Officers shall serve two-year terms from the date of their election with no limitation upon successions.

**1. Election Procedures**

Officers shall be elected by a majority vote of the EDD Board. Election shall take place bi-annually at the first regular annual meeting, or such other meeting as may be called by the EDD Board. If the election of officers shall not be held at such meeting, such election shall be held as soon as convenient thereafter.

**2. Duties**

The officers of the EDD shall have the authority and shall exercise the powers to perform their duties as may be additionally specified by the EDD Board or these Bylaws, except in any event each officer shall exercise such powers and perform such duties as may be required by law.

- a. **Chair**  
The chair shall, subject to the direction and supervision of the EDD Board, preside at all Board meetings and see that all actions and resolutions are implemented.
- b. **Vice-Chair**  
The vice-chair shall assist the chair and perform such duties as may be assigned to him or her by the chair or by the EDD Board. The vice-chair shall, at the request of the chair, or in the chair's absence or inability or refusal to act, perform the duties of the chair, and when so acting shall have all the powers of and be subject to all the restrictions of the chair.

**C. Standards of Conduct**

Each representative is required to discharge his or her duties as a member of the EDD Board, including duties as a member of a committee, and each officer with discretionary authority is required to discharge his or her duties under that authority, in a manner consistent with the following standards of conduct:

- 1. In good faith;
- 2. With the care an ordinarily prudent person in a like position would exercise under similar circumstances; and
- 3. In a manner the representative or officer reasonably believes is in the best interest of the EDD.

In discharging his or her duties, a representative or officer is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by:

- 1. One or more officers or employees of the EDD whom the representative or officer reasonably believes to be reliable and competent in the matters presented; and/or
- 2. Legal counsel, public accountants, or other persons as to matters the representative or officer reasonably believes are within the person's professional or expert competence.

A representative or officer is not acting in good faith in relying on any such information, opinions, reports or statements if such representative or officer has knowledge concerning the matter in question that makes reliance otherwise permitted as set forth above unwarranted.

**D. Indemnification**

To the full extent permitted by law the EDD shall indemnify all the officers and representatives of the EDD Board against all liability incurred by them in connection with the defense of any proceeding in which they are made a party by reason of being or having been a representative or officer of the EDD Board, except in relation to matters as to which they have failed to satisfy the applicable standards of conduct to be eligible for indemnification and shall make such other indemnification arrangements (including advanced payment of expenses) as shall be authorized by the EDD Board and any other applicable legal requirements.

**ARTICLE III**  
**Voting, Quorum, Meetings**

**A. Voting**

Each EDD Board member shall be entitled to one vote on any matter that requires a vote by the EDD Board.

EDD Board members may participate in a meeting of the EDD Board by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other. Such participation shall constitute presence in person at the meeting.

**B. Quorum**

A simple majority of the EDD Board members present shall be the act of the EDD Board.

**C. Meetings**

The EDD Board shall hold at least one annual meeting at such time and place as may be determined by the EDD Board. In addition, the chair of the EDD may call a meeting at least quarterly to conduct business and for informational purposes. The EDD Board may provide by resolution the time and place for the holding of such annual and quarterly meetings or for the holding of any additional regular meetings.

Special meetings of the EDD Board may be called by or at the request of the chair or any two members. The person or persons authorized to call special meetings of the EDD Board may fix any place as the place for holding any special meeting of the EDD Board called by them.

Notice of each meeting of the EDD Board stating the place, day, and hour of the meeting shall be given to each member at least five days prior thereto by mail, telephone or electronic mail.

**ARTICLE IV**  
**Executive Staff**

**A. Executive Staff**

The WFRF/WFEDD Executive Director shall select, hire, and/or terminate the EDD executive staff in consultation with the EDD Board.

The executive staff shall serve as the general administrator of the EDD and shall oversee the daily affairs of the EDD in a manner that carries out the will of the EDD Board, including but not limited to the following authority:

1. The executive staff shall advise and assist the EDD in the administration of its meetings, and any of its plans, programs, projects, and strategies.
2. The executive staff shall have the authority to enter into contracts for services and materials on behalf of the EDD so long as the EDD Board has previously approved budget items encompassing such services and materials and the contracts are approved by the WFRF/WFEDD Executive Director.

## **ARTICLE V**

### **Finances**

#### **A. Finances**

The EDD Board shall recommend an annual budget of its operations to the WFRC/WFEDD for its share of the total WFRC/WFEDD budget which shall include funds anticipated to be received for the EDD for the coming year and expenses estimated on a calendar year basis, including but not limited to personnel costs, travel, and equipment costs.

The fiscal year is July 1<sup>st</sup> through June 30<sup>th</sup>.

The EDD Board is empowered to contract or otherwise participate in and to accept grants, funds, gifts, or services from any federal, state, or local government or its agencies or instrumentality thereof, and from private and civic sources, and to expend funds received therefrom, under provisions as may be required of and agreed to by the EDD Board in connection with any program or purpose for which the EDD Board exists.

The EDD Board shall coordinate with WFRC/WFEDD for a systematic and continuous record of its financial affairs and transactions and shall obtain an annual audit of its financial transactions and expenditures.

Until further resolution of the EDD Board, no representative, as such, shall receive any compensation for its services to the EDD. The terms and dates of any compensation must be set forth in writing, and the vote of each director with respect to the issue of compensation shall be recorded in the records of the EDD.

## **ARTICLE VI**

### **Dissolution**

#### **A. Dissolution**

The EDD may voluntarily dissolve and wind up its affairs as follows:

1. The EDD Board shall convene a meeting, whether regular or special, one of the purposes of which shall be to consider the adoption of a resolution to dissolve the EDD.

Written or printed notice stating that the purpose, or one of the purposes, of the meeting is to consider the advisability of dissolving the EDD, shall be given to each EDD Board member. A resolution to dissolve the EDD may only be adopted by the vote of a majority of all members of the EDD Board, whether or not they are present at the meeting.

2. Upon the adoption of the resolution by the EDD Board, the EDD shall cease to conduct its affairs except insofar as may be necessary for the winding up thereof, and shall immediately cause a notice of dissolution to be mailed to each known creditor of the EDD and shall proceed to collect its assets and apply and distribute them pursuant to the terms of these Bylaws.

Upon termination of the Agreement and dissolution of the EDD, any and all property held at the time in the name of the EDD shall be liquidated and disposed of by the officers of the EDD. After satisfying any outstanding debts of the EDD the remaining proceeds shall be returned to the

WFRC/WFEDD along with assessment monies held by the EDD.

The WFRC/WFEDD Agreement replaces and supersedes any other agreement between the parties and shall be executed in sufficient copies for the members involved, each to be considered an original and shall be effective upon the date that the same has been executed by the chair of the County Councils of Governments or appropriate official of a political subdivision.

**ARTICLE VII**  
**Miscellaneous**


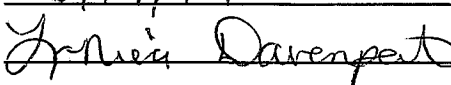
**A. Miscellaneous**

The EDD shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board and committees. All books and records of the EDD may be inspected by any EDD Board member or its authorized agent or attorney, for any proper purpose at any reasonable time.

The invalidity of any provision of these Bylaws shall not affect the other provisions hereof, and in such event these Bylaws shall be construed in all respects as if such invalid provision were omitted.

**Certificate of Adoption of Amended and Restated Bylaws of the  
Wasatch Front Economic Development District**

The undersigned hereby certifies that he/she is the duly appointed and acting chair of the Wasatch Front Economic Development District and that the foregoing Bylaws, were approved and adopted by the EDD Board of the Wasatch Front Economic Development District, effective as of the 19 day of May, 2014 and a record of such action is maintained in the minutes of the EDD.

Signature   
Name Carlton J. Christensen  
Title Director of the Office of Regional Development, Salt Lake County  
Date 5/19/14  
Attest 

**INTERLOCAL COOPERATION AGREEMENT REORGANIZING THE WASATCH FRONT REGIONAL  
COUNCIL/WASATCH FRONT ECONOMIC DEVELOPMENT DISTRICT**

**PREAMBLE**

We, the representatives of political subdivisions along the Wasatch Front hereby establish, pursuant to the Interlocal Cooperation Act, Title 11 Chapter 13, Utah Code Annotated, an Interlocal Entity to be known as the Wasatch Front Regional Council/Wasatch Front Economic Development District, hereinafter referred to as the "WFRC/WFEDD," for the purpose (1) of meeting at regular intervals to discuss and study community challenges of mutual interest and concern, to develop policy and action recommendations as an Association of Governments for ratification and implementation by the governments in the area served by the Council, and to serve as the Metropolitan Planning Organization (MPO) for the Salt Lake City-West Valley City and Ogden-Layton Urbanized Areas, and (2) of promoting regional and intergovernmental cooperation and coordination in economic development activities among local governments and the private sector.

The WFRC/WFEDD's activities as an Association of Governments and as the MPO will be under the Wasatch Front Regional Council as described in Article I, while the economic development activities will be under the Wasatch Front Economic Development District Board as described in Article II.

**ARTICLE I**

**Establishment, Purpose, Powers, Membership, Term, Organization and Finance of the  
Wasatch Front Regional Council**

**A. Establishment of the Wasatch Front Regional Council**

This Interlocal Cooperation Agreement, hereinafter referred to as the "Agreement", hereby establishes a legal entity for the purposes described below, of which the "Wasatch Front Regional Council" hereinafter referred to as "Regional Council" or "WFRC" is a part. It shall be made up of representatives from the Councils of Governments for Davis, Morgan, Salt Lake, Tooele and Weber counties as members for all purposes and representatives from local governments in Box Elder County that are part of the Ogden-Layton Urbanized Area, the Utah Department of Transportation and the Utah Transit Authority which shall be limited to membership relating to the Metropolitan Planning Organization function of the Regional Council.

The Regional Council is part of a legal entity with a separate board under state and federal laws and regulations to allow entering into contracts for planning with federal, state and local governments and with private concerns and individuals and to hold real and personal property in its own name only for pursuing the purposes of this Agreement.

The Regional Council shall be subject to and be governed by Bylaws which shall be enacted by the Regional Council in order to efficiently conduct its affairs and which Bylaws may not contravene or supersede any provision of this Agreement.



**B. Purpose**

The Regional Council is an interlocal organization intended as a forum for closer cooperation between units of local government. The members agree to seek solutions to mutual problems for mutual benefit by combining their resources for regional challenges beyond their individual capabilities. The Regional Council shall foster a cooperative effort in resolving problems and developing policies, programs and plans that are common to multiple municipalities or counties or are regional in nature.

Specific purposes of the Regional Council include:

1. To serve as a common forum to identify, discuss, study and bring into focus regional challenges and opportunities.
2. To serve as a vehicle for the collection and exchange of information and data of regional interest.
3. To provide a continuing organizational structure to ensure effective communication and coordination among governments and agencies.
4. To foster, develop and review policies, plans and priorities for regional growth, development and conservation, including but not limited to the establishment of broad general goals and principles for dealing with future growth, comprehending the areas of water supply, land use, housing, transportation (including roads, public transit, active transportation and other modes), regional air and water quality and regional recreational and open space.
5. To facilitate agreement and cooperative action among member governments for specific projects or other interrelated developmental needs and for the adoption of common policies and plans with respect to common regional challenges.
6. To maintain contact and act as a liaison with members, governmental units and groups or organizations and to serve as a contact and regional voice for local governments. In fulfilling this purpose, the Regional Council recognizes the state-wide role of the Utah League of Cities and Towns, the Utah Association of Counties and similar associations of the local governments, and contemplates collaboration with such associations.
7. To furnish general and technical aid to member governments, to promote and accomplish Council-approved agreements, policies and plans.
8. To serve as the Metropolitan Planning Organization (MPO) for the Salt Lake City-West Valley City and Ogden-Layton Urbanized Areas as designated by the Governor.

9. To promote the updating of state and federal legislation as it applies to county, city and town governments, to determine changes in the organization and powers of these local jurisdictions that need to be made to allow the regional organization, counties, cities and towns to more adequately cope with their challenges. This function includes the cooperation and coordination with legislative representatives of the region in order to more ably represent the region in bringing about desired changes in legislation.
10. Collaborate, consult and assist with the functioning of the Wasatch Front Economic Development District as described in Article II of this Agreement.

**C. Powers and Responsibilities**

The Regional Council shall have the powers provided in Section 11-13-205 in addition to the following specific powers and responsibilities:

1. To adopt and amend this Agreement and any Bylaws adopted pursuant thereto.
2. To bi-annually elect a Regional Council Chair, Vice-Chair and other officers as required.
3. To propose, initiate, approve or implement studies, policies, discussions, plans or other Regional Council matters.
4. To prepare and evaluate alternative policies, plans and programs for consideration and adoption by public and private agencies responsible for implementing the programs in the Regional Council's planning area.
5. To serve in a review capacity to see that the federal and state assisted development projects are consistent with area-wide plans and programs.
6. To contract with the federal government for planning assistance and with other state and local entities and consultants or private entities for the provision and receipt of planning services.
7. To allocate components of the Unified Planning Work Program among the Regional Council's staff, staffs of other public agencies, and private entities and consultants.
8. To maintain appropriate financial and meeting records for all activities of the Regional Council.
9. To establish representative technical advisory committees as needed to assist in the preparation of plans, programs and project reviews.
10. To appoint standing and temporary committees.

11. To appoint, fix the salary of and remove the Executive Director.
12. To review actions of the Executive Director and staff.
13. To initiate, advise and aid in the establishment of cooperative arrangements, including interlocal agreements, among governments in the region.
14. To render advice and technical assistance in regard to local governmental issues.
15. To seek and accept contributions and grants-in-aid.
16. To maintain the power to contract.
17. To collaborate, consult and assist in the functioning of the EDD as described in Article II.
18. To annually or bi-annually adopt a budget and submit it to each county Council of Governments for review as described in Article VI.
19. To perform other activities as the Regional Council may deem necessary to fulfill its purposes.

**D. Membership**

Pursuant to the requirements of Title VI of the Civil Rights Act of 1964, representatives and alternates of the Regional Council and its Committees shall be selected without regard to race, color, or national origin.

**1. County Councils of Governments Representation – Voting Members**

The Regional Council is made up of representatives designated by each of the existing member County Councils of Governments and political subdivisions. These voting members of the Regional Council shall be selected from the elected officials serving as members of the County Councils of Governments. The designation of the members to serve on the Regional Council is the responsibility of the County Councils of Governments which, in turn, have membership representing the legislative bodies of the units of local government within each County. Alternates shall be designated by the County Councils of Governments for members and shall have full membership status in the absence of a member.

- a. The Davis County Council of Governments shall have four (4) voting members on the Council.
- b. The Morgan County Council of Governments shall have one (1) voting member on the Council.

- c. The Salt Lake County Council of Governments shall have eight (8) voting members on the Council.
- d. The Tooele County Council of Governments shall have one (1) voting member on the Council.
- e. The Weber Area Council of Governments shall have four (4) voting members on the Council.

**2. Entities Limited to Metropolitan Planning Organization Participation – Voting Members**

The following entities shall have voting membership in the Regional Council:

- a. The general purpose units of local government in Box Elder County within the Ogden-Layton Urbanized Area shall appoint one (1) local elected official as a voting member and an alternate to participate in voting on any matters involving MPO purposes.
- b. The Executive Director of the Utah Department of Transportation, or their alternate, shall serve as a voting member of the Regional Council for MPO purposes only.
- c. The General Manager of the Utah Transit Authority, or their alternate, shall serve as a voting member of the Regional Council for MPO purposes only.

**3. Representation of Adjoining Counties or Cities in Adjoining Counties**

To allow future coordination of regional policies, plans and goals with cities and counties adjoining the Wasatch Front Counties represented through their County Councils of Governments, such adjoining cities or counties may apply for representation by one non-voting representative appointed by its County Commission or City Council to the Regional Council, without first establishing a County Council of Governments. In the event that such local governments in an adjacent County wish to have full and voting membership in the Regional Council, an internal County Council of Governments must be established and request full and voting membership.

**4. Non-Voting Membership**

In consideration of the common interest of the Utah League of Cities and Towns and the Utah Association of Counties in regional challenges and issues confronting the local governments of the Wasatch Front urbanized areas the following non-voting membership is hereby extended:

- a. The Utah League of Cities and Towns may appoint one non-voting representative, and an alternate, to the Regional Council.

- b. The Utah Association of Counties may appoint one non-voting representative, and an alternate, to the Regional Council.

The Regional Council shall have the option to add not more than five (5) non-voting members for the purpose of adding uniquely qualified individuals as additional resources to the Regional Council. Such appointment(s) shall be made by the WFRC Chair.

**E. Term of Representation**

All members of the Regional Council are appointed annually with no limitation on succession. When a representative is an elected or appointed official, their term shall not extend beyond their time in office. At such time as a representative serving on the Regional Council leaves their applicable office, the entity that appointed such representative shall appoint a replacement.

Any representative may resign at any time by giving written notice to the chair or vice-chair of the Regional Council. Such resignation shall take effect at the time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Any representative may be removed by a majority of the Regional Council then in office at any time for (i) failure to actively participate in the activities of the Regional Council, (ii) misconduct, fraud or knowing violation of the law, or (iii) for conduct prejudicial to the best interests of the Regional Council.

**F. Organization of the Regional Council**

The Regional Council shall be organized as follows:

**1. Voting**

Each voting member of the Regional Council shall have one vote on the Regional Council. A simple majority vote of the voting members present, providing they constitute a quorum, is necessary to carry any question except as otherwise provided herein.

**2. Quorum**

A quorum of the Regional Council shall consist of a simple majority of the total voting membership.

**3. Officers**

Officers shall be elected by majority vote of members of the Regional Council from among that body. There shall be a Chair and a Vice-Chair who will serve in the former's absence as Chair. Election procedures and duties of the officers of the Council shall be provided for in the Bylaws of the Regional Council.

**4. Meetings**

The Regional Council shall meet regularly, or upon call of its Chair, or by petition of 20 percent of the membership of the Regional Council.

**G. Finances**

The Regional Council and its authorized activities may be financed by contributions from federal, state and local agencies, private entities and by assessments to the individual County Councils of Governments, counties, member political subdivisions, and other general purpose units of local government within the jurisdictional boundary of the Regional Council.

In the event any assessed entity fails to pay its assessment to the Regional Council by September 30th, all representatives of that assessed entity shall not be allowed to vote in any subsequent meeting of the Regional Council until their assessment has been paid in full.

Annually or bi-annually, the Regional Council shall adopt a budget, in conjunction with the EDD Board, and submit the same to each of the County Councils of Governments and to the members of the Regional Council for review.

The fiscal year of the Regional Council shall be July 1<sup>st</sup> through June 30<sup>th</sup>.

**ARTICLE II**

**Establishment, Purpose, Powers, Membership, Term, Organization and Finance of the  
Wasatch Front Economic Development District**

**A. Establishment of the Wasatch Front Economic Development District**

This Agreement hereby establishes a legal entity of which the Wasatch Front Economic Development District, hereinafter referred to as "EDD," is a part. The EDD shall be governed by a Board, herein referred to as the "EDD Board," as provided in Section B of this Article.

The EDD is part of a legal entity with a separate board under state and federal laws and regulations to allow entering into contracts for planning with federal, state and local governments and with private concerns and individuals and to hold real and personal property in its own name only for pursuing the purposes of this Agreement.

The EDD Board shall be subject to and be governed by Bylaws which shall be enacted by the EDD Board in order to efficiently conduct its affairs and which Bylaws may not contravene or supersede any provision of this Agreement.

**B. Purpose**

The EDD shall promote regional cooperation, intergovernmental collaboration and coordination on economic development activities among local governments and the private sector for Davis, Morgan, Salt Lake, Tooele and Weber Counties.

The purposes of this organization are to engage in economic development activities listed in its Comprehensive Economic Development Strategy, herein referred to as the "CEDS". The EDD Board shall appoint a Strategy Committee to develop and submit the CEDS to the U.S. Economic Development Administration that meets the requirements set forth in 13 CFR 303.7. These activities may include:

1. Coordinating the development and implementation of the CEDS and other such economic development activities as directed by the EDD Board.
2. Carrying out the economic development planning and implementation of the goals, objectives and action plans identified in the CEDS.
3. Coordinating with organizations and individuals whose purpose is also to work on strengthening the economy within the EDD boundary.
4. Collaborating with the Wasatch Front Regional Council described in Article I of this Agreement.

**C. Powers and Responsibilities**

The EDD shall have the powers and responsibilities identified in the Act in addition to the following powers and responsibilities:

1. To formulate, develop and administer a program for planning in order to improve economic conditions in the boundaries of the EDD with respect to unemployment, underemployment, and other distressed economic conditions related to general welfare.
2. To receive and disburse funds and to seek and accept grants in aid, as may be provided to finance the cost of operations of the EDD and further the programs of the EDD.
3. To establish and appoint members to an advisory committee (hereinafter, the "Strategy Committee") to develop and submit to the U. S. Economic Development Administration (hereinafter, the "EDA") a Comprehensive Economic Development Strategy (hereinafter, the "CEDS") that meets the requirements set forth in 13 CFR 303.7.
4. To bi-annually elect a chair, vice chair, and other officers as required.
5. To approve the executive staff appointed to the EDD by the Wasatch Front Regional Council.
6. To perform other activities as the EDD Board may deem necessary to fulfill its purposes.

**D. Membership**

The EDD Board shall have at least eleven members, with no less than 51% elected officials and/or employees of a general purpose unit of government appointed to represent government and no less than 35% non-governmental members. Other members may be appointed to the EDD Board as long as the EDD Board maintains compliance with the requirements set forth in 13 CFR Section 304. The membership must comprise the following:

**1. County Councils of Governments Representation**

Each of the five County Councils of Governments shall appoint one elected official and/or employee of a general purpose unit of government. Alternates shall be designated by the County Councils of Governments for members and shall have full membership status in the absence of a member.

- a. Davis County Council of Governments shall appoint one (1) member.
- b. Morgan County Council of Governments shall appoint one (1) member.
- c. Salt Lake County Council of Governments shall appoint one (1) member.
- d. Tooele County Council of Governments shall appoint one (1) member.
- e. Weber Area Council of Governments shall appoint one (1) member.

**2. Representative of Government and the State of Utah's Economic Interests**

One member, and an alternate, representing government and the State of Utah's economic interests, will be appointed by the five County Councils of Governments' members.

**3. Non-Governmental Representatives**

Five members, and their alternates, of non-governmental organizations that represent the region's geographic diversity and meet the following requirements, will be appointed by the five County Councils of Governments' members:

- a. At least one for-profit private-sector senior manager or executive, and
- b. At least one or more of the following:
  - 1) Executive director from a Chamber of Commerce or other local development organization,
  - 2) A member of a post-secondary educational institution, or
  - 3) A member from an organization focused primarily on workforce development issues or a union representative of an organization focused on labor issues.



#### **4. Other Members**

EDD Board may appoint additional members as long as the members represent the principle economic interests of the region.

#### **E. Term of Representation**

When a representative is an elected or appointed official, their term shall not extend beyond their time in office. At such time as a COG appointed representative serving on the EDD Board leaves their applicable office, the County Council of Governments that appointed such representative shall appoint a replacement. At such time as a non-COG appointed representative serving on the EDD Board leaves their applicable office, a majority of the COG appointed representatives shall appoint such replacement.

Any representative may resign at any time by giving written notice to the chair or vice-chair of the EDD Board. Such resignation shall take effect at the time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Any representative may be removed by a majority of the EDD Board then in office at any time for (i) failure to actively participate in the activities of the EDD Board, (ii) misconduct, fraud or knowing violation of the law, or (iii) for conduct prejudicial to the best interests of the EDD.

#### **F. Organization**

The EDD shall be organized as follows.

##### **1. Voting**

Each EDD Board member shall be entitled to one vote on any matter that requires a vote by the EDD Board.

EDD Board members may participate in a meeting of the EDD Board by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other. Such participation shall constitute presence in person at the meeting.

##### **2. Quorum**

A simple majority of the EDD Board members present shall be the act of the EDD Board.

##### **3. Meetings**

The EDD Board shall hold at least one annual meeting at such time and place as may be determined by the EDD Board. In addition, the chair of the EDD may call a meeting at least quarterly to conduct business and for informational purposes. The EDD Board may provide by resolution the time and place for the holding of such annual and quarterly meetings or for the holding of any additional regular meetings.

Special meetings of the EDD Board may be called by or at the request of the chair or any two members. The person or persons authorized to call special meetings of the EDD Board may fix any place as the place for holding any special meeting of the EDD Board called by them.

Notice of each meeting of the EDD Board stating the place, day, and hour of the meeting shall be given to each member at least five days prior thereto by mail, telephone or electronic mail.

**G. Finances**

The EDD shall be funded from an allocation of the WFRC/WFEDD budget.

Annually or bi-annually the EDD Board will review and approve its portion of the WFRC/WFEDD budget. The EED Board shall coordinate with the Wasatch Front Regional Council for a systematic and continuous record of its financial affairs and transactions and an annual audit of its financial transactions and expenditures.

The fiscal year of the EDD shall be July 1<sup>st</sup> through June 30<sup>th</sup>.

The EDD Board is empowered to contract or otherwise participate in and accept grants, funds, gifts, or services from any federal, state, or local government or its agencies or instrumentalities thereof, and from private and civic sources, and to expend funds received therefrom, under provisions as may be required of and agreed to by the EDD Board in connection with any program or purpose for which the EDD Board exists.

**Article III**

**Termination and Amendment of this Agreement and Property of the WFRC/WFEDD**

**A. Duration, Withdrawal, Termination**

**1. Duration**

The duration of the WFRC/WFEDD shall be fifty years from the date of approval of this Agreement by the County Councils of Governments in Davis, Morgan, Salt Lake, Tooele, and Weber Counties, or until it is rescinded or terminated by mutual consent of the parties.

**2. Withdrawal**

Any County Council of Governments or political subdivision may withdraw from membership in the WFRC/WFEDD upon giving ninety (90) days written notice to the corresponding Chair of the Regional Council or EDD Board. Any assessment paid by a withdrawing County Council of Governments or political subdivision will be retained by the Regional Council or EDD upon withdrawal by the member.

### **3. Termination**

The Regional Council can only be dissolved, and the Agreement under which it is organized terminated, by the vote of three-fourths of the voting members of the Regional Council at a special meeting called for the purpose of discussing such termination, for which at least 90 days written notice has been given to all voting members and the constituent local governmental entities making up the membership of the County Councils of Governments which in turn make up the membership of the Regional Council.

The EDD can only be dissolved, and that portion of the Agreement under which it is organized terminated, by the vote of a majority of the representatives of the County Councils of Governments on the EDD Board at a special meeting called for the purpose of discussing such termination, for which at least 90 days written notice has been given to all members making up the membership of the EDD Board.

### **B. Amendments**

This Agreement may be amended, repealed, or added to at a regular or special meetings of the Regional Council, provided that written notice shall be sent to each voting member and each member County Council of Governments, stating the amendments or changes which are proposed to be made in such Agreement. Proposed amendments shall be considered to have passed if they are adopted by the Regional Council and each member County Council of Governments has approved the proposed amendment. In the event that a member County Council of Governments does not act within sixty (60) days of such written notice being sent, the member County Council of Governments shall be assumed to have voted in the affirmative. If the amendment relates to Article II of this Agreement, such amendment shall be sent to the EDD Board for review prior to its adoption by the Regional Council.

### **C. Manner of Acquiring, Holding and Disposing of Real and Personal Property**

The WFRC/WFEDD shall be empowered to acquire, hold and dispose of, in its own name, such real and personal property deemed necessary to carry out the purposes of the WFRC/WFEDD as defined in this Agreement. Upon termination of the Agreement and dissolution of the WFRC/WFEDD, any and all property held at the time in the name of the WFRC/WFEDD shall be liquidated and disposed of by the officers of the WFRC/WFEDD. After satisfying any outstanding debts of the WFRC/WFEDD the remaining proceeds shall be returned to the participating County Councils of Governments along with assessment monies held by the WFRC/WFEDD on a pro-rata basis identical with the basis for assessment.

This Agreement replaces and supersedes any other agreement between the parties and shall be executed in sufficient copies for the members involved, each to be considered an original and shall be effective upon the date that the same has been executed by the Chair persons of the County Councils of Governments.

Dated this \_\_\_\_\_ 27th \_\_\_\_\_ day of \_\_\_\_\_ March \_\_\_\_\_, 2014.

Davis County Council of Governments

Signature

*John Petroff, Jr.*

Name

John Petroff, Jr.

Title

Chairman

Date

February 26, 2014

Attest

*W.E. Hoyer*

Morgan County Council of Governments

Signature

*Shelly Betz*

Name

Shelly Betz

Title

Chair

Date

Mar 17, 2014

Attest

*Janice Dawenpent*

Salt Lake County Council of Governments

Signature

*Derek P. Timothy*

Name

Derek P. Timothy

Title

COG President

Date

6 February 2014

Attest

*Barbara Thomas*

Tooele County Council of Governments

Signature Brent K. Marshall

Name Brent K. Marshall

Title Chair

Date March 27, 2014

Attest Jarvis Dawnpant

Weber Area Council of Governments

Signature Kerry L. Green

Name KERRY GREEN

Title WACOG CHAIRMAN

Date 2/6/14

Attest Ben Ruttrick





WASATCH FRONT ECONOMIC DEVELOPMENT DISTRICT

# Regional Economic Development

Fall 2016



Ogden

Layton



Morgan



Salt Lake City



West Jordan



Point of the  
Mountain



Tooele



Aerospace/  
Defense



Energy



Financial  
Services



IT and  
Software



Life  
Sciences



Outdoor  
Recreation



Rail  
Freight



Manufacturing



Trucking  
Freight



## MISSION STATEMENT

Support economic development plans, promote long-term economic competitiveness, and attract federal monies in order to implement local plans.

## ECONOMIC GOALS

These 6 goals reflect state, regional, and local priorities.

- **Attract** businesses that offer higher wages.
- **Retain and expand** existing Utah businesses.
- **Build on and improve** the region's growth centers.
- **Encourage** entrepreneurship and innovation.
- **Increase** economic development capacity.
- **Maintain and improve** our high-quality of life.

## EDD MEMBERS

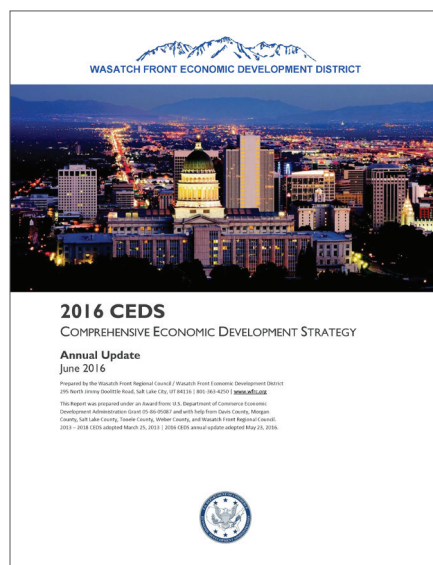
EDD members represent our region's geographic diversity and economic interests. Representatives are selected from the following sectors.



## About Us

The Wasatch Front Economic Development District (EDD) facilitates collaboration by bringing people, ideas, and projects together. The EDD fosters a regional approach to economic development with the support of member jurisdictions and partners, including the Governor's Office of Economic Development (GOED), Economic Development Corporation of Utah (EDCU), and local Chambers of Commerce. The EDD coordinates economic activities, research, project planning and implementation, and advisory functions highlighted in the region's Comprehensive Economic Development Strategy (CEDS).

The EDD operates under the Wasatch Front Regional Council (WFRC) - an agency that coordinates multi-jurisdictional transportation and land use planning. The EDD received designation as an Economic Development District from the U.S. Department of Commerce's Economic Development Administration (EDA) in August of 2014.



2016 CEDS; [wfrc.org/edd](http://wfrc.org/edd)

## EDD Governance

The EDD's governing board represents the general economic interests of the region from partners within Davis, Morgan, Salt Lake, Tooele, and Weber Counties.

The governing board appoints a strategy committee that develops and implements the region's CEDS. The CEDS is the product of a collaborative economic development planning process that analyzes regional economic conditions, including strengths, weaknesses, opportunities, and challenges, and highlights activities that promote economic vitality.

## Economic Development, Land Use, and Transportation Planning

Utah is growing rapidly. Rapid growth within a limited geographical area necessitates an integrated approach to transportation, land use, and economic development planning. WFRC, the region's Metropolitan Planning Organization and Economic Development District, is working with its partners and stakeholders to consider these growth challenges and opportunities. Together, WFRC and the EDD have identified key strategies for integration and coordination among the Wasatch Choice for 2050 Vision and Regional Transportation Plan, CEDS, and other efforts.






## Three Key Strategies

WFRC integrates economic development with transportation and land use using the following strategies.

- Coordinate the needs of economic clusters with transportation investments.
- Coordinate transportation investments to improve access to opportunity.
- Ensure fiscal sustainability through efficient growth and infrastructure investments.

## Regional Economic Development at Work

Since the creation of the EDD in 2014, the Wasatch Front region has received nearly \$3.5 million from the U.S. EDA, leveraging more than \$17 million of private and public funds.

	UNIVERSITY OF UTAH (FY 2016)	QUATERE FOUNDRY (FY 2016)	OGDEN BUSINESS EXCHANGE (FY 2015)
 <b>Public Sector</b>	<b>\$790K</b>	<b>\$0.5M</b>	<b>\$2.9M</b>
 <b>EDA Share</b>	<b>\$790K</b>	<b>\$0.5M</b>	<b>\$2.2M</b>
 <b>Private Sector</b>	<b>\$793K</b>	<b>\$0.5M</b>	<b>\$12M</b>
 <b>Total Project Budget</b>	<b>\$1.6M</b>	<b>\$1M</b>	<b>\$14.9M</b>
 <b>New Jobs</b>	<b>253</b>	<b>250</b>	<b>175</b>

### Project Highlight: The University of Utah

The University of Utah and partners received a \$790,118 U.S. EDA Partnerships for Opportunity and Workforce and Economic Revitalization (POWER) Initiative Grant to evaluate the economic feasibility of converting coal pitch into carbon fiber composite materials. The grant allows researchers to innovatively produce, test, and classify coal pitch carbon fiber, design a regional supply chain map, and match the product to a variety of workforce needs in various fields, such as the automotive and outdoor recreation industries. The project will bring vital jobs back to Utah communities affected by the declining coal industry. The investment is part of a \$1.6 million project to positively impact many entities across Utah and is expected to create 253 jobs.

### Project Highlight: Ogden Business Exchange

Ogden City received a \$2.181 million U.S. EDA Economic Adjustment grant to construct a water line for the development of a new advanced manufacturing facility, the Ogden Business Exchange. Development of the park enhances Ogden City's ability to attract major companies and create high-quality, high-wage jobs. The project provided Ogden City with an opportunity to revitalize a blighted, vacant site and return it to productive use. The project targets users in leading-edge industries, including advanced manufacturing. The investment is part of a \$14.908 million project that Ogden City estimates will create 175 jobs and leverage \$12 million in private investment.

### Project Highlight: IMCP Designation

A group of Utah businesses and local governments known as the Utah Advanced Materials and Manufacturing Initiative (UAMMI) formed a consortium to support one of Utah's principal economic ecosystems, advanced composite. UAMMI received designation by the U.S. Department of Commerce as an Investing in Manufacturing Communities Partnership (IMCP) community in 2015. As an IMCP designee, UAMMI will receive coordinated support from 11 federal agencies and will be recognized on a government website that is accessible to prospective private foreign and domestic investors looking for information on communities' competitive attributes and assistance in the production of manufactured products. UAMMI aims to strengthen its current leadership in composite manufacturing and support related infrastructure and supply chains.

## TRAINING



The EDD supports the implementation of the Wasatch Choice Vision, which brings together transportation, economic development, and land use efforts and considerations. Learn more about how your community can benefit from best practices, innovative approaches, current research, and available tools by visiting [wasatchchoice.com/training](http://wasatchchoice.com/training).



Jay Williams, Assistant Secretary, U.S. EDA, and LaNiece Davenport, Director, EDD, with members of the EDA, EDCU, and The University of Utah.



Mike Caldwell, Mayor, Ogden City, and Matt Erskine, Deputy Assistant Secretary, U.S. Department of Commerce for Economic Development, discuss Ogden City's plans.

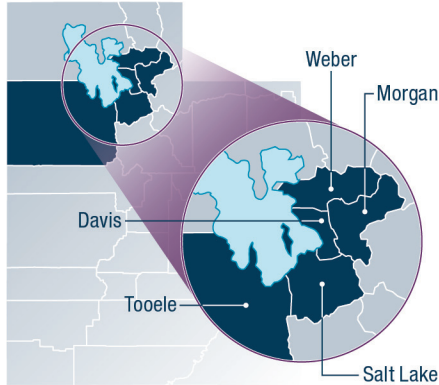


Utah Advanced Materials and Manufacturing Initiative



## COMMUNITIES REACHED

59 jurisdictions in 5 counties are eligible to participate by attending EDD meetings and/or submitting projects for inclusion in the CEDS.



## HOW TO APPLY

- 01 Fill out a CEDS Project Form and submit to LaNiece Davenport. Project forms can be found at [wfrc.org/edd](http://wfrc.org/edd).
- 02 Share project information and seek approval from the EDD's Strategy Committee by attending a quarterly meeting.
- 03 Determine eligibility and submit an application to one of the U.S. EDA's programs.

## MEETING SCHEDULE



Quarterly meetings are held on the fourth Monday at 1:00 pm in February, May, August, and November at the WFRD office. All meetings are open to the public.

## LEARN MORE

To learn more about the EDD, please contact **LaNiece Davenport, Director**.



[ldavenport@wfrc.org](mailto:ldavenport@wfrc.org)



801.363.4250



[wfrc.org/edd](http://wfrc.org/edd)

## U.S. EDA Funding Programs

Applications are accepted continuously and processed by the U.S. EDA ([eda.gov](http://eda.gov)) as they are received. All programs are merit based and competitive.

### Public Works Program: \$3M\*

*Support economic development, foster job creation, and attract private investment in economically distressed areas.*

The Public Works program empowers distressed communities to revitalize, expand, and upgrade their physical infrastructure to attract new industry, encourage business expansion, diversify local economies, and generate or retain long-term jobs and investment. Project types include construction, non-construction, technical assistance, and revolving loan fund projects.

### Economic Adjustment Assistance: \$3M\*

*Support strategies that advance new ideas, creative approaches, and economic prosperity in distressed communities.*

The Economic Adjustment program assists state and local interests in designing and implementing strategies to adjust or bring about change to an economy. The program focuses on areas that experience or are under the threat of serious structural damage to the underlying economic base. Project types include construction, non-construction, and technical assistance.

### Planning and Local Technical Assistance: \$300K\*

*Build capacity and guide the economic prosperity and resiliency of an area.*

The Planning program is intended for short-term planning investments designed to guide the eventual creation and retention of high-quality jobs, particularly for the unemployed and underemployed in the nation's most economically distressed areas. The Local Technical Assistance program strengthens the capacity of eligible recipients to undertake and promote effective economic development programs through projects. Eligible projects include those that develop and implement CEDS activities, planning, feasibility analyses, and impact studies.

### Regional Innovation Strategies Program: \$500K\*

*Support advanced job creation strategies that promote regional innovation clusters and build globally competitive regions.*

EDA's Office of Innovation and Entrepreneurship (OIE) leads the Regional Innovation Strategies (RIS) program competition to spur innovative, capacity building activities. The program is authorized through the America COMPETES Reauthorization Act of 2010 and received a dedicated appropriation in fiscal year 2014. Project types include capacity-building programs to innovators and entrepreneurs and operational support for early stage startups.

### Partnerships for Opportunity and Workforce and Economic Revitalization (POWER) Initiative: \$1.5M\*

*Produce transformational economic diversification and workforce development outcomes.*

The POWER Initiative is a new inter-agency effort created to assist communities negatively impacted by changes in the coal industry and power sector. Booming natural gas production, declining costs for renewable energy, increasing energy efficiency, flattening electricity demand, and clean air standards are changing the way electricity is generated and used across the country. Projects can include creating new jobs and businesses, cultivating entrepreneurship, business development, incubator programs, broadband services, capacity building, market access, apprenticeships, diversification, and administrative activities.

\* The funding dollars represent the maximum awarded amount to eligible recipients.

## **REQUEST FOR QUALIFICATIONS (RFQ)**

for the Preparation of an U.S. Economic Development Administration (EDA)  
approved Comprehensive Economic Development Strategy for the Wasatch Front  
Regional Council's Economic Development District

### **INTRODUCTION**

The Wasatch Front Regional Council (WFRC), on behalf of the Wasatch Front Economic Development District (WFEDD), is seeking statements of qualifications from economic development planning firms or qualified consultants to assist WFRC in the preparation of a five-year Comprehensive Economic Development Strategy (CEDS) for the Wasatch Front Region of Davis, Morgan, Salt Lake, Tooele, and Weber Counties, Utah. The CEDS must comply with standards set forth by the U.S. EDA and align with state, regional, and local goals including the Wasatch Choice for 2050 Vision. The CEDS must integrate with WFRC's other plans and programs to ensure a holistic and systematic approach to economic development, land use, and transportation across the Wasatch Front region.

**One paper copy and an electronic copy of the Statement of Qualifications (SOQ) must be received at the WFRC office no later than 3:00 PM on Tuesday, February 13, 2018.**

Responses to this RFQ must show the consultant's/firm's qualifications to undertake the 'Scope of Work' (SOW) defined below, noting this is not a full description of the finished product. SOQs must meet all requirements listed and concede all agreements as stated.

### **SCOPE OF WORK**

The CEDS effort must include, but is not limited to the following:

1. Coordinate with the following entities and organizations:
  - a. WFEDD Board and Strategy Committee.
  - b. Key WFEDD and WFRC staff.
  - c. Key economic development organizations and representatives including (but not limited to) Governor's Office of Economic Development (GOED), Economic Development Corporation of Utah (EDCUtah), Salt Lake Chamber, Kem C. Gardner Policy Institute, and county economic development departments.
  - d. The general public during a public comment period or open house.
  - e. Others that can assist with gathering input, analyzing data, and preparing a CEDS that satisfies the requirements of EDA.
2. Include the following:
  - a. Executive Summary
    - i. Background information on Wasatch Front Regional Council and the Wasatch Front Economic Development District including mission statements, membership, etc.
    - ii. Description of how the CEDS aligns with the Wasatch Choice 2050 Vision.
  - b. Summary Background
    - i. A summary background of the economic conditions of the region including all current data relevant to the economic, demographic, geographic, workforce, transportation, and environmental metrics of the region.
    - ii. Review and provide a clear analysis of the region's economic clusters, paying close attention to the factors that support their success.

- iii. Highlight what we are doing, or can do, to capture foreign capital and maintain/increase higher paying jobs.
- c. Strengths Weaknesses Opportunities and Threat (SWOT) Analysis
  - i. An in-depth analysis of regional strengths, weaknesses, opportunities and threats.
  - ii. Include recommendations for addressing the problems and strategies for capitalizing on opportunities.
- d. Strategic Direction / Action Plan
  - i. Build on findings from the SWOT analysis and incorporate/integrate elements from other regional programs and plans including WFRC's Long Range Transportation Plan and Transportation Improvement Program, state and local economic development plans, and other relevant land use and transportation plans.
  - ii. Consist of specific projects and programs that will be carried out by one or more stakeholders in the region.
  - iii. Identify the nature and intended goal of the project, an estimated cost of the project, a lead agency and potential partners to implement the project, a projected timeline, potential funding sources, the desired outcome of the effort, and where applicable, an estimate of the number of jobs to be created or retained by the project.
  - iv. Could identify and prioritize critical capital development and infrastructure projects or regionally significant corridors/areas proposed by municipal or state government for the region.
- e. Evaluation Framework
  - i. Performance measurement tool and baseline set of measures that can be used to evaluate the organization's implementation of the CEDS.
  - ii. Performance measurement tool and baseline set of measures that can be used to evaluate the CEDS impact on the regional economy.
  - iii. The final sections will evaluate the process of administering the CEDS as well as distinguishing a performance measurement system to measure the strategy's current and future success. These sections will utilize a measurement system, based on outcome, output, and efficiency measures, to maintain a high level of transparency and hold all parties accountable towards implementation. These sections will also allow the region to benchmark itself among other regions according to specific outcome measurements identified.
- f. Economic Resiliency
  - i. Identify economic vulnerabilities and then identify ways to counter or mitigate them. \* Resiliency can be addressed as a separate section, distinct goal or priority action item, and/or as an area of investigation in the SWOT analysis. It may be most effective, however, to infuse the concept of resilience throughout the CEDS document. As a baseline, take a two-pronged approach to help identify and counter the vulnerabilities that we may face.

#### **MAJOR PLANNING MILESTONE COMPLIANCE**

1. Hold a public comment period
2. Vet with WFEDD Strategy Committee, February 26, 2018
3. WFEDD Strategy Committee approve, May 21, 2018
4. Submit final CEDS to U.S. EDA, June 15, 2018

### **EDA REPORT COMPLIANCE**

The consultant will be responsible for ensuring the resulting CEDS document is developed in accordance with the U. S. Economic Development Administration's (EDA) rules and regulations related to the development of a CEDS, see 13 C.F.R. § 303.7. The consultant will report, as needed, to meet the reporting requirements of the U.S. EDA.

### **GENERAL REQUIREMENTS FOR STATEMENT OF QUALIFICATIONS**

The minimum structure for firms to organize their responses to this RFQ include:

1. Basic information on the firm and contact information.
2. General qualifications of the firm to undertake this project and competency of staff to be assigned.
  - a) A description of the firm's experience in related projects, especially a listing of points of contact and phone numbers for previously completed projects.
  - b) A description of the experience and technical competence of specific staff to be assigned to the project and the commitment of time to the project.
  - c) A full description of the background of the project manager with a specific commitment of time.
  - d) A description of the firm's current projects and workload sufficient to determine the adequacy of the staff to handle the study.
  - e) If applicable, an example of past work that best displays the firm's talent for preparing a CEDS.
3. An indication that the consultant/firm is familiar with the CEDS planning requirements set forth by the U.S. EDA.
4. An estimate of the amount of time needed to complete this project (include a timeline).
5. A work program describing the steps needed to complete the SOW (include estimated hours by personnel category for each task).
6. A budget that includes the following:
  - a) Statement of total price with a description of costs by task and cost category. Costs and rates for direct labor and direct non-salary costs should be provided by task and a statement of overhead rate and costs should also be provided.
  - b) A statement of total costs and fixed fee to arrive at the total price should be included, with a contract to be negotiated based on total price.
  - c) A list of sub-consultants and related costs and rates.
  - d) The budget secured for this project is \$25,000.

\*For all tasks requested within this RFQ, please indicate in your proposal which tasks, if any, are not doable within the available budget. Please provide a quote for the additional cost to complete those items. The selection committee will evaluate based on both proposal quality and cost, and determine whether an expansion of the available funds is necessary to accommodate the full list of tasks requested.

### **SUBMITTALS MUST ALSO MEET THE FOLLOWING REQUIREMENTS**

1. One (1) paper copy and one (1) electronic copy of the SOQ and accompanying documents.
2. SOQs should be no longer than eight (8) pages, not including cover letter, resumes, and attachments.
3. A duly authorized official of the proposer must sign the SOQ. Consortiums, joint ventures, or teams submitting SOQs will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or legal entity, which shall not be a

subsidiary, or affiliate with limited resources. Each SOQ should indicate the entity responsible for execution on behalf of the team.

4. In connection with this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor shall take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and training including apprenticeship.

For clarification of task descriptions and work program items, please contact LaNiece Davenport at [ldavenport@wfrfc.org](mailto:ldavenport@wfrfc.org) or (801) 363-4250 x1136. SOQs must be submitted to the Wasatch Front Regional Council, 295 North Jimmy Doolittle Road, Salt Lake City, Utah, 84116 by **3:00 MST on Tuesday, February 13, 2018.**

The expense of preparing and submitting the SOQ is the sole responsibility of the consultant. WFRFC reserves the right to accept or reject SOQs including the right to reject all SOQs and re-solicit, if deemed necessary. Selection of a firm is also dependent on the negotiation of a mutually acceptable contract with the successful firm. This solicitation in no way obligates WFRFC to award a contract.

#### **SELECTION PROCESS**

WFRFC will afford individuals and firms full opportunity to submit proposals in response to this invitation and will not discriminate on the basis of race, color, national origin, sex, age or disability in consideration for the award of this contract.

A selection committee will review SOQs received in response to this request. Following the review of SOQs, WFRFC reserves the right to interview proposers, after which, a firm will be selected.

#### **SELECTION CRITERIA**

Responses to this request will be evaluated on the following criteria:

1. Experience and Qualifications: (30%) Firms will be evaluated according to their current and past experience with studies of similar scope and size and the qualifications of the individuals assigned to the project.
2. Knowledge of Economic Development (ED): (30%) Demonstrated knowledge of ED principles and trends.
3. Staffing Commitment: (20%) Demonstrated commitment to meet the project SOW and schedule.
4. Proposed Cost: (20%) Ability to meet study requirements and budget.

#### **Schedule for Contractor Selection:**

Advertisement of RFQ	January 29, 2018
SOQs due to WFRFC	3:00 MST, February 13, 2018
Selection Committee to review proposals	**week of February 13, 2018
Possible interviews and selection of contractor	**week of February 20, 2018
Contract execution/Project initiation	**week of February 20, 2018

Note: \*\* subject to change