

SECOND AMENDMENT TO THE TOURISM AND CONVENTION/EVENTS SALES AND MARKETING MANAGEMENT AGREEMENT

This is a second amendment to the 2022 Tourism and Convention/Events Sales and Marketing Management Agreement (“Agreement”) made by and between Weber County, a body corporate and politic of the State of Utah (hereinafter the “COUNTY”), and the Ogden/Weber Convention and Visitors Bureau, dba Visit Ogden, a non-profit corporation organized under the laws of the State of Utah and having its registered office for business at 2411 Kiesel Ave., #401, Ogden, Utah 84401 (hereinafter “VISIT OGDEN”).

RECITALS

WHEREAS, COUNTY entered into the Agreement with VISIT OGDEN to provide convention and sales and marketing services effective the 1st day of January, 2022; and

WHEREAS, in February 2024, the parties amended the Agreement to adjust the compensation for the 2024 calendar year; and

WHEREAS, the parties have negotiated a new compensation structure, starting with the 2025 calendar year, based on a formula instead of a set amount; and

WHEREAS, the parties have also negotiated new performance metrics to drive efforts in the areas that the parties collectively see as the most important to support economic impact and ultimately grow the tourism fund;

NOW THEREFORE, the parties agree as follows:

1. Starting with the 2025 calendar year, the amount of the compensation specified in Section Two of the Agreement shall be 59% of the transient room tax (“TRT”) collected by COUNTY for the fiscal year that ended during the previous calendar year, subject to the cap described in the following paragraph. Thus, the 2025 compensation amount will be up to 59% of the TRT collections for the July 2023 through June 2024 fiscal year (which were the TRT collections *actually received* by COUNTY from September 2023 through August 2024).
2. The compensation described in the previous paragraph will be capped at an increase of 10% over the previous year’s compensation.
3. The new performance metrics are attached as Exhibit 1. At this time, they are not tied to any reward or penalty.
4. All other terms of the original Agreement, as amended by the February 2024 amendment, remain the same.

IN WITNESS WHEREOF, the parties have caused this contract amendment to be signed by their duly authorized representatives:

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
Sharon Bolos, Chair

Commissioner Bolos voted _____
Commissioner Froerer voted _____
Commissioner Harvey voted _____

ATTEST

Ricky Hatch, CPA
Weber County Clerk/Auditor

OGDEN/WEBER CONVENTION AND
VISITORS BUREAU


By  _____
Sara Toliver, President/CEO

Exhibit 1 Performance Metrics

As referenced in the Visit Ogden Annual Strategic Plan, Visit Ogden will strive to achieve the following goals:

1. Send 15 qualified leads annually across all CP&R venues.
 - a. Leads will be generated by Visit Ogden through community contacts, tradeshow connections, or lead-generation sources.
 - b. Potential business provided with leads will include projected economic impact (which incorporates room nights).
 - c. Prior to the beginning of each calendar year, CP&R and VO will set qualifiers for each venue (to include such things as time of year, size of event, economic impact, etc.).
2. New revenue booked.
 - a. Revenue can be booked in the year, for the year, or at any point in future years.
3. Repeat business revenue booked.
 - a. CP&R and Visit Ogden will take into consideration repeat business that needed additional support to secure return.

Visit Ogden will provide quarterly updates to Department Directors.

Revenue goals will be determined annually by CP&R and VO collaboratively. Evaluation of venue cost changes will be considered in revenue goal determination.

CP&R acknowledges that these performance metrics are only a portion of Visit Ogden's mission. And while important to the County's venues' success, all other goals included in Visit Ogden's Strategic Plan, which ultimately result in increased economic health, are important to the overall success of Weber County's tourism economy.