

**FIRST AMENDMENT
TO
INDEPENDENT CONTRACTOR AGREEMENT**

This **FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT** (the “Amendment”), is hereby effective as of the 6th day of September 2022 (“Effective Date”) by and between **Grand County**, a political subdivision of the State of Utah, located at 125 E. Center Street, Moab, UT 84532 (the “County”) and **Love Communications**, a Utah corporation located at 546 S 200 W, Salt Lake City, UT (the “Contractor”).

RECITALS

WHEREAS, the County entered into an Independent Contractor Agreement on June 21, 2022;

WHEREAS, in executing the services set forth in the original agreement additional repair and update were identified in order to complete the agreement;

WHEREAS, the Parties desire to amend the original agreement to include the additional service needs identified.

NOW THEREFORE, in consideration of the above-recitals and terms below, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Section 1 of the Agreement shall be amended and modified to read in its entirety as follows:

SERVICES. Contractor herewith agrees to perform the following services, as more particularly described in the Scope of Work attached hereto as Exhibit A (the “Services”):

Serve as the media agency of record for the County and support the execution of its goals to promote responsible recreation. Key needs include the development of marketing strategy, media planning, development of creative assets and marketing materials, and media buying.

The Parties acknowledge that they may amend and modify the Services only through written Amendment, which shall be attached to this Agreement and incorporated herein upon mutual execution.

2. Section 4 of the Agreement shall be amended and modified to read in its entirety as follows:

PAYMENT. Contractor shall complete the Services on the following schedule (the “Project Schedule”):

- a. Compensation. County shall pay Contractor, and Contractor shall accept from County, in full payment for the Services under this Agreement, the following compensation:
 - i. Ten percent (10%) commission on the total media buy spending, up to the spending limit agreed to by the parties in writing. For 2022, the spending limit is set at \$300,000.
 - ii. Payment for the development of creative assets and marketing materials up to the spending limit agreed to by the parties in writing. For 2022, the spending limit is set at \$25,000.
 - iii. Contractor shall invoice the County on the last day of each month for compensation commensurate to the amount of media buy during a given month, and the County shall pay Contractor within thirty (30) days of the County’s approval of the same.
- b. Media Buy Costs. Contractor shall pay vendors directly for ad placements or other media buy related costs. Contractor shall invoice the County on the last day of each month for the costs of ads placed during a given month, and the County shall pay Contractor within thirty (30) days of the County’s approval of the same.
- c. Non-appropriation. In the event that the County fails to budget and appropriate funds for the Services (“Non-appropriation”) by January 1 of each year of the Term or Extended Term, then Non-appropriation shall be deemed to have occurred and the County shall not be obligated to make the payment otherwise required in this Section 5, and this Agreement shall terminate in accordance with Section 13.

3. Exhibit A – Scope of Work of the Agreement shall be amended and modified to read in its entirety as follows:

Contractor herewith agrees to perform the Services as set forth in this Exhibit.

1) Marketing Strategy

- a. The agency will assist the County with the development of an annual marketing strategy informed by County priorities, Travel Council Advisory Board (TCAB) advice, Co-op program criteria, and analysis of relevant market data; and
- b. At the sole discretion of the County, the County Commissioners may modify and direct the marketing messaging to align with their priorities.

2) Media Planning

- a. Develop an annual media plan based upon the previously described marketing strategy.

3) Development of Creative Assets and Marketing Materials

- a. Develop traditional and digital creative assets and marketing materials to be placed according to the media plan in support of the overall marketing strategy.

4) Media Buying

- a. Buy media per the previously described media plan. Prioritize platforms that most effectively achieve our marketing strategy while negotiating the best possible placement and rates;
- b. Ensure that all platforms and messaging adhere to the strategies set forth and authorized by the County.
- c. Manage existing vendor relationships, including billing and contracting; and
- d. Field requests from the sales representatives of potential new vendors.

5) Ongoing Management of Marketing Campaigns

- a. Monitor key performance indicators (KPIs) of marketing campaigns throughout their duration;
- b. Optimize media plan and media buying as necessary based upon insights from marketing campaign KPIs; and

c. Report final results of campaigns to County staff.

6) Client engagement

a. Provide consistent communication to County staff as needed in order to accomplish the previously described tasks; and

b. Attend Grand County Commission and TCAB meetings in order to accomplish the previously described tasks.

4. EXHIBIT B – Project Timeline and Cost Breakdown shall be amended and modified to read in its entirety as follows:

1) Develop a marketing strategy and media plan informed by County priorities, Travel Council Advisory Board (TCAB) advice, Utah Office of Tourism Co-operative Marketing Program (Co-op), and analysis of relevant market data with the following key deliverables:

a. Develop a strategy and media plan to support the County's Round 2022 Co-op application by June 22, 2022.

b. Develop a strategy and media plan for the County's "MidWest, & No. Utah Fly Markets to Moab" Round 2021 Co-op campaign by July 8, 2022.

c. Recommend a comprehensive 2023 marketing strategy and media plan that takes into account the previously mentioned co-op campaigns by December 31, 2022.

2) Develop traditional and digital creative assets and marketing materials to support marketing strategy as needed.

3) Buy media per the previously described media plan throughout the remainder of 2022.

4) Monitor key performance indicators of marketing campaigns throughout the remainder of 2022 and optimize media plan and media buying as necessary.

5) Provide a report to the County as to the impact of 2022 campaigns no later than December 31, 2022.

5. Except as modified herein, all terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, each party to this Amendment has caused it to be executed on the date indicated below.

Contractor's Signature Printed Name of Contractor and Title Date

County Signature Chair, Grand County Commission Date

ATTEST:

Grand County Clerk/Auditor Date