



**Tooele County Council
 Agenda Item Summary**

Department Making Request:

Community Development

Meeting Date:

April 19 2022

9.)

Mark Options That Apply:

Grant
 1 time

Contract
 1 yr. or less

Purchase

Exp date: _____

Grant
 With County Match

Contract
 More than 1 yr.

Exp date: _____

Budget Impact:

In Budget

Over Budget

Requested Amount: \$ \$12,500

Item Title:

Please answer the who? what? when? why?

Previously brought before and approved by the Council was a contract with the State of Utah for the Destination Assessment grant. This assessment is a total of \$25,000 with \$12,500 being provided by the State of Utah through a grant. Tooele County's portion is \$12,500 and is within the Economic Development budget. This is a secret shopper assessment to be completed later this summer within Tooele City and Grantsville City. There will be a presentation and training for stakeholders after the assessment is completed.

The attached contract is between Tooele County and Roger Brooks for the Destination Assessment. Our obligation is a \$7,000 deposit with the remainder due in the future.

List who needs copies when approved: Rachelle Custer



24654 N Lake Pleasant Pkwy.
Suite 103-487
Peoria, AZ 85383
206-241-4770

April 18, 2022

Andy Welch
County Manager
Tooele County
47 South Main Street
Tooele, UT 84074

**Letter of Understanding
Destination Development Community Assessment
For
Tooele County, Utah**

Roger Brooks International, Inc. dba Destination Development Association (Contractor) is contracted with the State of Utah Office of Tourism to provide services referred to as Destination Development Community Assessments. The effective date of the contract is March 18, 2019, and the termination date is March 17, 2024.

To perform the Scope of Services detailed in the aforementioned contract with the State of Utah, the Contractor works with specific partner communities selected by the State of Utah chosen during specific opt-in periods.

Tooele County affirms that the county has been selected by the State of Utah to work with Contractor for the Destination Development Community Assessment program offered by the State. Contractor agrees to perform the services described in the aforementioned contract with the State of Utah for Tooele County with the goal of increasing visitation and building on their economic development while maintaining their roots and creating placemaking opportunities.

The Destination Assessment will include Tooele City and Grantsville, Utah. Assessment findings will identify ways each community can develop a responsible and thriving tourism economy taking into consideration visitor capacity planning, creative placemaking (utilizing existing assets, people, and program-based) and marketing. It will create community engagement and include community discussion/dialogue opportunities in the workshop. It will include suggestions for product development.

Contractor will work with Tooele County to secret shop Tooele City and Grantsville. Schedule for said work will not exceed five business days; sample of typical assessment week as follows: arrival on Monday evening, secret shopping of downtowns, commercial area, attractions, activities and supporting amenities Tuesday and Wednesday, followed by a workshop

preparation day Thursday and the workshop presented on Friday morning. The workshop will include public and private stakeholders. The workshop will discuss findings and identify ways to improve product development, branding, and marketing.

Six hard copies of the Assessment Findings and Suggestions Report will be compiled and delivered to Tooele County within 90 days of the workshop date.

The date and time for the Destination Assessment Workshop will be agreed upon through mutual agreement between Contractor and Tooele County.

Suggested Assessment Findings & Suggestions Workshop Agenda:

8:00am – 9:00am: A/V Set-up

9:00am – 11:30am: Assessment Findings & Suggestions Workshop

11:30am – 12:15pm: A/V Breakdown

12:30pm – 1:30pm: “Where do we go from here?” w/key stakeholders from Tooele County

Tooele County shall provide the venue and all related costs of hosting, refreshments (if desired), and marketing the presentation, and shall provide the AV equipment as outlined in the AV Requirements sheet that will be provided by Contractor. Tooele County shall provide Contractor with copies of advertising/marketing materials and any information that would be reasonably expected to enable Contractor to perform the services outlined above. Tooele County will be responsible for marketing the workshop, distribution of brochures and/or fliers, etc. In addition, Tooele County shall video record the assessment presentation and provide access to one copy of the video to RBI.

The total cost of the Destination Assessment shall be Twenty-Five Thousand US Dollars [\$25,000.00 USD], and the State of Utah shall pay Contractor for the project according to the terms of the aforementioned contract with the State of Utah.

Both parties to this agreement are required to perform their respective obligations in full or in part, to the extent that they are reasonably able. Either party may suspend or terminate its performance obligations, partially or entirely, without liability or further obligation, to the extent that its performance is affected by events or occurrences beyond its control such as, but not limited to the following:

- Acts of God, such as earthquakes, disasters, or hazardous weather conditions (actual or forecasted) war or specific threat of war (declared or undeclared)
- Acts of domestic or foreign enemies
- Government regulation or travel advisory
- A cancellation or reduction in commercial transportation preventing the majority of attendees or the presenter from attending
- Accidents, illness, or other casualties preventing performance of Roger Brooks or other members of the RBI Team
- An event or occurrence creating a significant risk to the participants’ or presenter’s

health or safety, such as a nuclear or biological hazard or the outbreak of disease

- Civil disorder

Each party must take reasonable steps to avoid or remove the effects of the event or occurrence affecting their performance. If a party's performance under this contract is affected by an event or occurrence described above, they must send written notice to the other party within a commercially reasonable time after the circumstance.

Video or audiotapes of RBI's session presentations shall be for internal use only. No copies of any of RBI's presentations may be duplicated, published, or placed on the Internet without written authorization from RBI.

The undersigned agree that the information garnered from this process, the workshops, videos, and materials will only be used for the purpose stated in this letter of understanding, and only by the organization that is under this letter of understanding

This agreement supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this agreement.

This Letter of Understanding is valid if signed and returned within 10 days of receipt.

Agreed to:

Date: _____

Natalie Moore, *Business Development*
Roger Brooks International, Inc.

Date: 4/21/22

Andy Welch
Andy Welch, *County Manager*
Tooele County

APPROVED AS TO FORM:

Colin R. Winchester 04/21/2022
Colin R. Winchester
Deputy Tooele County Attorney

04/13/2022

Andy Welch
County Manager
Tooele County
47 South Main Street
Tooele, UT 84074

LETTER OF UNDERSTANDING

RE: Destination Assessment of Tooele County, UT

This Letter of Understanding is hereby entered into this 13th day of April 2022 between Tooele County, Utah (herein Clients) and Roger Brooks International, Inc., an Arizona corporation (herein RBI). The Clients retains Roger Brooks of RBI for Professional Services as outlined below.

Scope of Services

During dates that will be mutually agreed upon, RBI shall travel to Tooele County, UT and perform a Destination Assessment of the two largest municipalities in Tooele County, Tooele City and Grantsville. The Destination Assessment includes the following elements:

Professional Marketing Assessment:

RBI Team Members will perform a Professional Marketing Assessment. The object is to determine the effectiveness of the area's marketing efforts including websites, travel guide write-ups, visitor information services, advertising, marketing materials, etc. The RBI Team will take a professional look at the marketing materials and make suggestions to improve the marketing efforts.

On-site Assessment:

This element includes a visit to Tooele County, to assess it through the eyes of a first-time visitor. This includes a look at signage (public and private), wayfinding (ease of getting around), general appeal (architecture, beautification), critical mass/business mix, business hours and merchant curb/facade appeal, visitor information services, visitor amenities (parking, restrooms), local attitude, attractions and activities, (things to see and do). For challenges noted during the assessment, suggestions will be made on how they could be improved or corrected. During the assessment photographs will be taken and used in the Assessment Findings & Suggestions Workshop.

Workshop:

Roger Brooks of RBI will prepare and present the multi-media Assessment Findings & Suggestions workshop on a date to be mutually agreed upon. The exact time and location of the workshop (typically 2.5 hours) will be mutually agreed upon.

Suggested Workshop Agenda - Date to be mutually agreed upon:

8:00am - 9:00am: A/V Set-up
9:00am - 11:30am: Assessment Findings & Suggestions Workshop
11:30am - 12:15pm: A/V Breakdown

12:30pm – 2:00pm: “Where do we go from here?” w/key stakeholders from Tooele County

Deliverables

Six bound copies of the Assessment Findings & Suggestions report and a PDF file of the report will be sent to the Clients within 90 days of the workshop.

An exact agenda of times and topics will be mutually agreed upon. These timeframes can be modified by mutual consent.

Costs

The total cost of the Destination Assessment shall be Twenty-Five Thousand US Dollars [\$25,000.00 USD]. A service charge of 1.5% per month will be added to all amounts due after 30 days of the invoice date.

Deposit

A deposit in the amount of Seven-Thousand US Dollars [\$7,000.00 USD] is required to be paid by the Clients upon signing the Letter of Understanding. The deposit will be applied to the cost of the project.

Responsibilities of the Clients

The Clients shall provide the venue and all related costs of hosting and marketing the presentation and shall provide the AV equipment as outlined in the AV Requirements sheet that will be provided by RBI. The Clients shall provide RBI with copies of advertising/marketing materials and any information that would be reasonably expected to enable RBI to perform the services outlined above. The Clients will be responsible for marketing the workshop, distribution of brochures and/or fliers, etc. In addition, The Clients shall coordinate filming/editing of the assessment presentation and provide one copy of the video to RBI.

Both parties to this agreement are required to perform their respective obligations in full or in part, to the extent that they are reasonably able. Either party may suspend or terminate its performance obligations, partially or entirely, without liability or further obligation, to the extent that its performance is affected by events or occurrences beyond its control such as, but not limited to the following:

- Acts of God, such as earthquakes, disasters, or hazardous weather conditions (actual or forecasted) war or specific threat of war (declared or undeclared)
- Acts of domestic or foreign enemies
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- Civil disorder

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RBI's presentations may be duplicated, published, or placed on the Internet without written authorization from RBI.

The undersigned agree that the information garnered from this process, the workshops, videos, and materials will only be used for the purpose stated in this contract, and only by the organization that is under this contract.

This agreement supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this agreement.

This Letter of Understanding is valid if signed and returned within 10 days of receipt.

Agreed to:

Date: _____

Natalie Moore, *Business Development*
Roger Brooks International, Inc.

Date: 4/20/22

Andy H. Welch
Andy Welch, *County Manager*
Tooele County

APPROVED AS TO FORM:

Colin Winchester 04/21/2022

Colin R. Winchester
Deputy Tooele County Attorney

Invoice

Invoice for
Andy Welch
County Manager
Tooele County
47 South Main Street
Tooele, UT 84074



24654 N Lake Pleasant Parkway
Suite 103-487
Peoria, AZ 85383
(206) 241-4770

Invoice Date

13 April 2022

Invoice #

04132022_TCUT

For Professional Services including:

Destination Assessment of Tooele County, UT Municipalities of Tooele City & Grantsville	\$25,000.00 USD
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Total Contract Price	\$25,000.00 USD
Remaining Budget	\$18,000.00 USD

Invoice Total	\$7,000.00 USD
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Please remit to:

Roger Brooks International, Inc.
24654 N Lake Pleasant Parkway
Suite 103-487
Peoria, AZ 85383

Total due upon contract acceptance. Deposit will be applied to the total cost of the project.

Thank you, and we look forward to working with you!

A service charge of 1.5% per month will be added to all amounts after 30 days of the invoice dates.

