

**AGREEMENT WITH THE HEART AND SOUL MARKETING FOR
MARKETING AND ADVERTISING SERVICES**

This Agreement is made by and between Weber County, a body politic and political subdivision of the State of Utah (“County”) and Heart and Soul Marketing (“Heart and Soul”), with its principal place of business located at 545 East Estro Lane, Lichfield Park, Arizona 85340. County and Heart and Soul are sometimes referred to individually as “Party” and collectively as “Parties.”

WITNESSETH:

WHEREAS, County recently issued a request for proposals (“RFP”) relating to marketing and advertising services; and

WHEREAS, Heart and Soul submitted a proposal in response to the RFP and is willing to perform the services requested therein; and

WHEREAS, after reviewing the proposals submitted by various firms, the County has selected Heart and Soul to provide those services on a county-wide basis based upon the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the Parties agree as follows:

**SECTION ONE
SERVICES**

Heart and Soul will serve as a non-exclusive marketing and advertising contractor for the County.

The services include, but are not limited to, the following: graphic design, branding, market research, market surveys, public relations, advertising and media recommendations, media buying, ad copy writing, email advertising, print media, video production and editing, digital marketing, social media, native content generation, television and radio media, out-of-home advertising, and website design and maintenance.

In providing these services, Heart and Soul will ensure that a customer service representative will be available by phone or e-mail during normal business hours Monday through Friday. Timely responses to inquiries are imperative and representative shall strive to respond as quickly as is reasonably possible, but no later than 24 business-hours. Response times will be considered when determining whether to renew this Agreement for additional terms.

All work under this Agreement shall be completed in a professional manner in accordance with guidance and approval received by the County. Heart and Soul agrees to perform the services with the level of professionalism expected in its industry/profession in the community. Further, Heart and Soul, while performing its obligations under this Agreement, will conduct itself in a manner that will promote the best interests of the County. Heart and Soul further agrees that it will not accept any fee or financial remuneration from any entity or person other than Weber County for its performance under this Agreement.

Heart and Soul agrees to provide updates, as requested, to the Weber County Commission or any other department utilizing Heart and Soul's services.

SECTION TWO TERM AND TERMINATION

This Agreement shall be effective as of the 1st day of January, 2022, and will continue for a period of 1 year following the effective date ("Term"). County reserves the right to renew on a yearly basis for up to a total of five additional terms.

This Agreement is nonexclusive and County reserves the right to terminate this Agreement, in whole or in part, at any time during the Term or any additional term, whenever County determines, in its sole discretion that it is in the County's interest to do so. If County elects to exercise this right, County shall provide written notice to Heart and Soul at least 30 (thirty) days prior to the date of the termination.

SECTION THREE COMPENSATION

County will reimburse Heart and Soul for services performed under this Agreement in accordance with the fee rates specified in Exhibit B. Unless expressly authorized, County will not reimburse Heart and Soul for travel time and expenses, mileage, meals, car rental, or stipends. If the County does authorize such expenses, reimbursement will be at the then-current Weber County per diem rates.

Heart and Soul shall submit invoices on a monthly basis that specifically describe the services performed for which compensation is claimed, the hours associated with those services, and any other information as may reasonably be required by the County in order to properly review, evaluate, and process the invoice. Heart and Soul shall maintain complete and accurate records relating to the time spent for the services performed under this Agreement.

County shall pay Heart and Soul for services performed on a monthly basis within fourteen calendar days after receiving a billing invoice. The Parties agree to work in good faith with each other to resolve any billing disputes that may arise for services performed.

Heart and Soul is an independent contractor. Heart and Soul's employees are not entitled to any of the benefits of employment such as, but not limited to, retirement, health, or Workers Compensation coverage. Heart and Soul is responsible to pay all taxes and fees that result from the compensation paid under this Agreement. Heart and Soul is responsible, at its sole expense, to acquire, maintain, and renew during the term of this Agreement, all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

SECTION FOUR INSURANCE

Heart and Soul, at its own cost, shall secure and maintain during the term of this Agreement, including all additional terms, the following minimum insurance coverage: Commercial General Liability (CGL) insurance with contractual liability coverage to cover Heart and Soul's obligations under the indemnification section of this Agreement in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general policy aggregate. The policy(ies) shall be primary and noncontributory to any other policy(ies) or coverage available to the County whether such coverage be primary, contributing, or excess. If the CGL coverage is provided on a claims-made basis, Heart and Soul shall maintain such policy(ies) of insurance for no less than four years after termination of this Agreement.

Worker's Compensation coverage with statutory benefits as required by the State of Utah.

Liability limits for all required coverage may be secured and maintained utilizing a single policy, or multiple policies of primary and excess or umbrella coverage.

Heart and Soul shall provide to County prior to commencement of any activities under this Agreement certificates of insurance verifying policies meeting the minimum coverage and limits required.

In the event Heart and Soul fails to maintain and keep in force any insurance policies as required herein, County shall have the right at its sole discretion to obtain such coverage and reduce payments to Heart and Soul for the costs of said insurance.

SECTION FIVE INDEMNIFICATION AND IMMUNITY

Heart and Soul shall indemnify and hold harmless the County and its agents, directors, officers, and employees from and against all suits, losses, damages, or any other causes of action (including attorney fees and costs) arising directly or indirectly from the performance of this Agreement. Heart and Soul's obligation to indemnify the County is not limited or waived in any way by compliance or non-compliance with the insurance requirements of this Agreement.

County is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"). The Parties agree that the County shall only be liable within the parameters of the Act. Nothing contained in this Agreement shall be construed in any way to modify the limits set forth in the Act or the basis for liability as established in the Act.

SECTION SIX MISCELLANEOUS

Assignment. The rights and obligations of Heart and Soul shall not be assigned to a third party without prior written consent of the County.

Authority. The individuals executing this Agreement represent and warrant that they have full legal power and authority to enter into this Agreement described herein.

Compliance with Laws. Each party agrees to comply with all federal, state, and local laws in the performance of its duties and obligations under this Agreement. Any violation by Heart and Soul of applicable law shall constitute a breach under this Agreement.

Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

Enforcement of Terms. Failure by either party to enforce any of the provisions of this Agreement shall not be construed to be a waiver of such provision or of such party's right to thereafter enforce each and every provision hereof.

Entire Agreement. This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

Governing Law. This Agreement shall be governed by the laws of the State of Utah.

Government Records Access and Management Act. Heart and Soul acknowledges that County is a governmental entity subject to Utah's Government Records Access and Management Act. As a result, County is required to disclose certain information and materials to the public, upon request. Heart and Soul agrees to timely refer all requests for documents, materials, and data in its possession relation to this Agreement and its performance to the County for response.

Interpretation. The Agreement documents are complementary and what is called for by any one of them shall be as binding as if called for by all. In the event of any inconsistency between any of the provisions of the Agreement documents, the matter shall be resolved by giving precedence in the following order:

- A. This Agreement;
- B. County's RFP (Exhibit A); and
- C. Heart and Soul's response and cost proposal (Exhibit B)

Modification. This Agreement can be changed, modified, or amended only by written agreement between the Parties.

Non-funding. If Heart and Soul's performance or County's performance under this Agreement depends upon the appropriation of funds by either the Utah Legislature or the Weber County Commission, and if the legislating body fails to appropriate the funds necessary for the performance, then this Agreement may be terminated by either party by providing written notice to the other party without further obligation. Said termination shall not be construed as a breach of or default under this Agreement and said termination shall be without penalty, additional payments, or other charges to County or Heart and Soul of any kind whatsoever, and no right of action for damages or other relief shall accrue to the benefit of County or Heart and Soul, their successors or assigns, as to this Agreement, or any portion thereof, which may so terminate and become null and void.

Severability. It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the remaining provisions will be valid and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

Survivability. Any provision of this Agreement that contemplates performance or observance subsequent to termination or expiration of this Agreement will survive termination or expiration of this Agreement and continue in full force and effect.

Work Product. Any and all final work product created under the communications plan shall be the sole property of the County. In the event this Agreement is terminated or is not renewed, Heart and Soul agrees to cooperate in delivering all applicable files, information, equipment, and materials that belong to the County.

IN WITNESS WHEREOF the undersigned have affixed their respective signatures hereto the dates indicated below.

[signatures on following page]

Dated this _____ day of _____, 2021.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
James H. "Jim" Harvey, Chair

Commissioner Froerer voted _____
Commissioner Harvey voted _____
Commissioner Jenkins voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

ACKNOWLEDGEMENT OF HEART AND SOUL

Dated this _____ day of _____, 2021.

By _____

EXHIBIT A

Attachment B
WEBER COUNTY
Marketing and Advertising Category Services Matrix

Main Services for Evaluation:

Service Provided	Examples of Services Provided	Years of Experience (for key personnel AND number of years your organization has been in business) Add any other expertise your company has in this category.	Number of Relevant Projects in last 2 years
Graphic Design	Logo Design, Copy Material for Brochure, Layout, Infographics, Flyer Design, Graphic Art Imagery	Heart & Soul – 9 months Duo - 11 years Matt Moore – 20 years Hannah Heisler – 4 years Jaimie Beazer – 6 years Lance Lyons - 24 years Marcie Lyons - 24 years Andrew Clark - 12 years Becca Dye - 5 years Caitlin Willes - 4 years Mariah Carlson - 3 years Taylor High - 2 years	Total Projects: 12 Total Projects: 100+
Branding	Strategy, brand communications, positioning, audience evaluation and tracking, graphic identity standards, brainstorming, trademark research and management, logo development, co-branding support, product/service launch planning and support	Heart & Soul – 9 months Duo - 11 years Brad Casper – 30 years Matt Moore – 20 years Heather Eichele – 25 years Camilla Innes – 25 years Jason Miller – 15 years Jacqueline Keidel Martinez – 11 years Lance Lyons - 24 years Marcie Lyons - 24 years Andrew Clark - 12 years Ben Croft - 6 years Becca Dye - 5 years Caitlin Willes - 5 years	Total Projects: 15 Total Projects: 100+
Market Research	Gathering information about target markets and customers.	Heart & Soul – 9 months Duo - 11 years Brad Casper – 30 years Heather Eichele – 25 years Ramsey Jabro – 20 years Camilla Innes – 25 years Lance Lyons - 24 years	Total Projects: 10 Total Projects: 150+

		<p>Marcie Lyons - 24 years Andrew Clark - 12 years Ben Croft - 6 years Caitlin - 5 years</p>	
Market Surveys	<p>Survey development, public opinion and awareness surveys, survey delivery options, focus group management, quantitative analysis, qualitative narratives, psychographics, advertising effectiveness studies</p>	<p>Heart & Soul – 9 months</p> <p>Facilitating through other entities and services</p> <p>Brad Casper – 30 years Camilla Innes – 25 years</p>	Total Projects: 6
Public Relations	<p>Strategy, press kit updates, email blasts, story development, copy writing, press release and media alerts distribution, media tours, crisis management, analytics, PSA development and placement, internal organization communications, video news releases, fielding and responding to media inquiries, media training, provision of media contact lists, media outreach, media monitoring / coverage analysis</p>	<p>Heart & Soul – 9 months</p> <p>Jason Miller – 15 years Jacqueline Keidel Martinez – 11 years</p>	Total Projects: 10
Advertising Media Recommendations	Marketing mix	<p>Heart & Soul – 9 months Duo - 11 years</p> <p>Facilitating through other entities and vendor partners</p> <p>Heather Eichele – 25 years Jason Miller – 15 years Carly Casper – 3 years Lance Lyons - 24 years Marcie Lyons - 24 years Andrew Clark - 12 years Ben Croft - 6 years Caitlin Willes - 5 years</p>	<p>Total Projects: 11 Total Projects: 100+</p>
Media Buying Capability	<p>Media planning, negotiation of rates, placement of ads,</p>	Heart & Soul – 9 months	Total Projects: 11

	obtaining value-add elements	Facilitating through other entities and vendor partners Heather Eichele – 25 years Jason Miller – 15 years Carly Casper – 3 years	
Ad Copy Writing	Development of written materials for ads, brochures, web sites	Heart & Soul – 9 months Duo - 11 years Matt Moore – 20 years Sam Wareham – 10 years Lance Lyons - 24 years Marcie Lyons - 24 years Andrew Clark - 12 years Ben Croft - 6 years Caitlin Willes - 5 years Taylor High - 2 years	Total Projects: 7 Total Projects: 375+
Email Advertising	List development, copy writing, graphic design, distribution, online staging, analytics	Heart & Soul – 9 months Duo - 11 years Matt Moore – 20 years Jason Miller – 15 years Sam Wareham – 10 years Andrew Clark - 12 years Ben Croft - 6 years Caitlin Willes - 5 years	Total Projects: 3 Total Projects: 45
Print Media	Advertising development, brochure development, Point-of-sale displays, direct mail development, lead generation, analytics	Heart & Soul – 9 months Duo- 11 years Facilitating through other entities and vendor partners Heather Eichele – 25 years Jason Miller – 15 years Carly Casper – 3 years Lance Lyons - 24 years Marcie Lyons - 24 years Andrew Clark - 12 years Ben Croft - 6 years Becca Dye - 5 years Caitlin Willes - 5 years Taylor High - 2 years	Total Projects: 11 Total projects: 40
Video Production and Editing	Script, filming, editing, art direction, production, sound mixing, b-roll management, drone management, management of sub-contractors,	Heart & Soul – 9 months Duo - 11 years Matt Moore – 20 years Heather Eichele – 25 years Sam Wareham – 10 years Hannah Heisler – 4 years	Total Projects: 16 Total Projects: 80

		<p>Jaimie Beazer – 6 years Blake Bonillas – 5 years Brody Casper – 1 year Lance Lyons - 24 years Marcie Lyons - 24 years Andrew Clark - 12 years Matt Neuenswander - 10 years Caitlin Willes - 5 years Mariah Carlson - 3 years</p>	
Digital Marketing	<p>Multimedia presentations, on-line ad development, SMS marketing, channel selection and management, analytics, A/B testing</p>	<p>Heart & Soul – 9 months Duo - 11 years</p> <p>Heather Eichele – 25 years Jason Miller – 15 years Jacqueline Keidel Martinez – 11 years Amelia Goe – 8 years Lance Lyons - 24 years Marcie Lyons - 24 years Andrew Clark - 12 years Ben Croft - 6 years Caitlin Willes - 5 years Mariah Carlson - 3 years Taylor High - 2 years</p>	<p>Total Projects: 4 Total Projects: 150+</p>
Social Media	<p>Calendar/editorial plans, contests, newsfeed promotion, copy writing, posting services, monitoring of social channels, troll management, campaign analytics</p>	<p>Heart & Soul – 9 months Duo - 11 years</p> <p>Matt Moore – 20 years Jason Miller – 15 years Jacqueline Keidel Martinez – 11 years Sam Wareham – 10 years Hannah Heisler – 4 years Amelia Goe – 8 years Lance Lyons - 24 years Marcie Lyons - 24 years Andrew Clark - 12 years Ben Croft - 6 years Becca Dye - 5 years Caitlin Willes - 5 years Mariah Carlson - 3 years Taylor - 2 years Page Longhurst - 1 year</p>	<p>Total Projects: 10 Total Projects: 200+</p>
Native Content Generation	<p>Content placed in advertorials, external web sites, creating content for organization’s web site, writing and placing of blog posts and other social media posts</p>	<p>Heart & Soul – 9 months Duo - 11 years</p> <p>Matt Moore – 20 years Jason Miller – 15 years Jacqueline Keidel Martinez – 11 years Sam Wareham – 10 years</p>	<p>Total Projects: 4 Total Projects: 100+</p>

		<p>Hannah Heisler – 4 years Amelia Goe – 8 years Lance Lyons - 24 years Marcie Lyons - 24 years Andrew Clark - 12 years Ben Croft - 6 years Becca Dye - 5 years Caitlin Willes - 5 years Mariah Carlson - 3 years Taylor - 2 years</p>	
Television / Radio Media	Radio and TV spot scripting and production, tracking	<p>Heart & Soul – 9 months Duo - 11 years</p> <p>Facilitating through other entities and vendor partners</p> <p>Heather Eichele – 25 years Carly Casper – 3 years Brody Casper – 1 year Lance Lyons - 24 years Marcie Lyons - 24 years Caitlin Willes - 5 years Taylor High - 2 years</p>	<p>Total Projects: 5 Total Projects: 10</p>
Out-of-Home Advertising	Graphic design of billboards and signage, negotiation and placement with outdoor advertising companies	<p>Heart & Soul – 9 months Duo - 11 years</p> <p>Facilitating through other entities and vendor partners</p> <p>Heather Eichele – 25 years Carly Casper – 3 years Lance Lyons - 24 years Marcie Lyons - 24 years Ben Croft - 6 years Caitlin Willes - 4 years</p>	<p>Total Projects: 2 Total Projects: 10</p>
Web Development and Maintenance	Website Design, Development, and Maintenance	<p>Heart & Soul – 9 months Duo - 11 years</p> <p>Facilitating through other entities and vendor partners</p> <p>Matt Moore – 20 years Heather Eichele – 25 years Jason Miller – 15 years Jaimie Beazer – 6 years Carly Casper – 3 years Brody Casper – 1 year Lance Lyons - 24 years Marcie Lyons - 24 years Dustin Oisen - 13 years Andrew Clark - 12 years</p>	<p>Total Projects: 5 Total Projects: 60</p>

		Becca Dye - 5 years Caitlin Willes - 2 years	
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EXHIBIT B

**Weber County Marketing and Advertising Services
Attachment C: Cost Proposal Sheet**

Offeror Name	Heart & Soul Marketing and Duo Marketing Group
Contact Name, if different	Matt Moore
Contact Phone Number	623.229.2025
Contact Email	rfp@heartandsoulmktg.com

Any deviation from this format may result in a disqualification of proposal

On almost all projects, there are resources of different levels and skills, with different internal costs and standard rates. Rather than bill each of these resources individually at their respective rates, the offeror must provide a single rate for that pool of resources. The offeror must provide an average hourly rate for that pool of resources.

	Hourly Rate for Services
Graphic Design	\$125.00
Branding	\$125.00
Market Research	\$125.00
Market Surveys	\$125.00
Public Relations	\$125.00
Advertising Media Recommendations	\$150.00
Media Buying Capability	\$150.00
Ad Copy Writing	\$125.00
Email Advertising	\$125.00
Print Media	\$125.00
Video Production and Editing	\$150.00
Digital Marketing	\$150.00
Social Media	\$125.00
Native Content Generation	\$125.00
Television / Radio Media	\$125.00
Out-of-Home Advertising	\$125.00
Website Design and Maintenance	\$150.00