

## **AGREEMENT WITH THE DICIO GROUP 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 The Dicio Group LLC (“Dicio”), with its principal place of business located at 10 West 100 South, Suite 425, Salt Lake City, Utah 84101. County and Dicio 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**, Dicio 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 Dicio 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**

Dicio 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, Dicio 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. Dicio agrees to perform the services with the level of professionalism expected in its industry/profession in the community.

Further, Dicio, while performing its obligations under this Agreement, will conduct itself in a manner that will promote the best interests of the County. Dicio 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.

Dicio agrees to provide updates, as requested, to the Weber County Commission or any other department utilizing Dicio'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 Dicio at least 30 (thirty) days prior to the date of the termination.

## **SECTION THREE COMPENSATION**

County will reimburse Dicio in the amount of \$100 per hour for services performed under this Agreement. *See* Exhibit B. Unless expressly authorized, County will not reimburse Dicio 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.

Dicio 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. Dicio shall maintain complete and accurate records relating to the time spent for the services performed under this Agreement.

County shall pay Dicio 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.

Dicio is an independent contractor. Dicio's employees are not entitled to any of the benefits of employment such as, but not limited to, retirement, health, or Workers Compensation coverage. Dicio is responsible to pay all taxes and fees that result from the compensation paid

under this Agreement. Dicio 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**

Dicio, 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 Dicio'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, Dicio 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.

Dicio 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 Dicio 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 Dicio for the costs of said insurance.

#### **SECTION FIVE INDEMNIFICATION AND IMMUNITY**

Dicio 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. Dicio'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 Dicio 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 Dicio 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. Dicio 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. Dicio 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. Dicio'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 Dicio'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 Dicio of any kind whatsoever, and no right of action for damages or other relief shall accrue to the benefit of County or Dicio, 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, Dicio 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 THE DICIO GROUP, LLC

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

By \_\_\_\_\_  
Sasha Clarke

**EXHIBIT A**

**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**

We have special expertise in logo design and branding. We use high-quality graphic design as a tool to create copy materials for brochures, social graphics, invitations, billboards, signage, flyers, posters, business cards, infographics, and much more. We have a vast knowledge of layout and graphic art imagery.

**Team Members Years of Experience:**

- Sasha: 10 years experience
- Maria: 6 years experience
- Brooke: 4 years experience
- Tember: 6 years experience
- Annie: 11 years experience
- Kevin: 9 years experience
- Colten: 9 years experience
- Cassidy: 7 years experience
- Chris: 6 years experience
- Frank: 0 years experience
- Charly: 1 years experience

**Graphic Design**

Logo design, copy material for brochures, layout, infographics, flyer design, graphic art and imagery

15000+

**Years in Business: 5 Years**

Your vision is conceptualized through collaboration and thoughtfulness. We create multiple mood boards to get a sense of what pulls you in. We'll discuss fonts, color palettes, style priorities, and creative diversity. This helps us better understand the overall feel of your company.

The Diefo Group is honored to have had the opportunity to enhance the Weber County logo with branding that incorporates the western feel of West Weber, the cityscape of Ogden, the majestic Ben Lomond Peak, and that highlights the wonderful recreation and diverse culture that Weber County has to offer. We look forward to showcasing Weber County's history and vision through this thoughtful graphic design.

**Team Members Years of Experience:**

- Sasha: 5 years experience
- Maria: 4 years experience
- Brooke: 4 years experience
- Tember: 2 years experience
- Annie: 11 years experience
- Kevin: 9 years experience
- Colten: 9 years experience
- Cassidy: 4 years experience
- Chris: 4 years experience
- Frank: 0 years experience
- Charly: 2 years experience

**Years in Business: 5 Years**

**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

150+



We are skilled in gathering strategic information for any demographic or region. Customized software enables us to gather market research and apply our findings to target consumers on the back end of Facebook.

**Team Members Years of Experience:**

- Sasha: 5 years experience
- Maria: 4 years experience
- Brooke: 6 years experience
- Tember: 3 years experience
- Annie: 0 years experience
- Kevin: 0 years experience
- Colten: 0 years experience
- Cassidy: 0 years experience
- Chris: 0 years experience
- Frank: 0 years experience
- Charly: 2 years experience

50+

**Market Research**

Gathering information about target markets and customers.

The first thing we do with a new client is to survey their consumer base to get a better understanding of who their consumers are what they are looking for, and if certain demographics could use more direct marketing. We analyze this data on an ongoing basis throughout the year. Information gathered from marketing data results in better and better customization of content that extends beyond target consumers.

**Team Members Years of Experience:**

- Sasha: 10 years experience
- Maria: 6 years experience
- Brooke: 4 years experience
- Tember: 6 years experience
- Annie: 0 years experience
- Kevin: 0 years experience
- Colten: 0 years experience
- Cassidy: 0 years experience
- Chris: 0 years experience
- Frank: 0 years experience
- Charly: 5 years experience

Years in Business: 5 Years

**Market Surveys**

Survey development, public opinion and awareness surveys, survey delivery options, focus group management, quantitative analysis, qualitative narratives, psychographics, advertising effectiveness studies

50+

Public Relations

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

It is important to have a proactive press plan for Weber County. Upholding a strong rapport and fostering new relationships with media outlets is a large part of what we do. Our clients reap the benefits of our well-established, close-knit media connections that allow us to provide a superior level of public exposure and quality content. Our highly experienced writer will compose press releases, Op-Eds, and Letters to the Editor. All press work will communicate county objectives and will align with community goals. The content disseminated in the press will be geared toward highlighting the strengths of the county, however, should unfortunate circumstances occur, we are skilled at swift crisis management and narrative control. Crisis management will be available 24/7 should negative press mitigation be needed. Overall, we have a glowing track record with 100% of our media events resulting in the attendance of at least one major news station.

500+

Team Members Years of Experience:

- Sasha: 10 years experience
- Marta: 6 years experience
- Brooke: 4 years experience
- Tember: 2 years experience
- Annic: 0 years experience
- Kevin: 0 years experience
- Colten: 0 years experience
- Cassidy: 0 years experience
- Chirs: 0 years experience
- Frank: 0 years experience
- Charly: 2 years experience

Years in Business: 5 Years

Our marketing mix gives us our edge. We are known for delivering a beautiful blend of press, social media, videography, magazine facilitation, branding, and graphic design, strategy and collaboration, email newsletters, client communications, and crisis communications. We do this by utilizing our many resources of great email and press lists as well as our streamlined time management and project tracking software tools.

Team Members Years of Experience:

- Sasha: 10 years experience
- Marta: 6 years experience
- Brooke: 4 years experience
- Tember: 6 years experience
- Annic: 11 years experience
- Kevin: 9 years experience
- Colten: 9 years experience
- Cassidy: 7 years experience
- Chirs: 6 years experience
- Frank: 0 years experience
- Charly: 1 year experience

Years in Business: 5 Years

Advertising Media Recommendations

Marketing mix

10,000+

Media Buying Capability

Media planning, negotiation of rates, placement of ads, obtaining value-add elements

We are experienced acting as the agency of record for ad buying opportunities needed by the county and/or its programs/events/initiatives and use our relationships and experience to get the most exposure possible at the lowest cost for our taxpayers.

Team Members Years of Experience:

- Sasha: 10 years experience
- Maria: 6 years experience
- Brooke: 4 years experience
- Tember: 6 years experience
- Amie: 0 years experience
- Kevin: 0 years experience
- Colton: 0 years experience
- Cassidy: 0 years experience
- Chris: 0 years experience
- Frank: 0 years experience
- Charly: 1 year experience

100+

Years in Business: 5 Years

Our full team of creatives, highly skilled at their craft, create ad copy writing that is fun, engaging, and strategic in nature. This grabs the attention of your target audience. Some examples of our work in this area are the (still on-going) successful campaigns of #WinniginWeber, #WExplore, #WESupport, among others.

Team Members Years of Experience:

- Sasha: 10 years experience
- Maria: 6 years experience
- Brooke: 4 years experience
- Tember: 2 years experience
- Annie: 0 years experience
- Kevin: 0 years experience
- Colten: 0 years experience
- Cassidy: 0 years experience
- Chris: 0 years experience
- Frank: 0 years experience
- Charly: 27 years experience

Years in Business: 5 Years

Ad Copy Writing

Development of written materials for ads, brochures, web sites

1,000+

**Email Advertising**

List development, copy writing, graphic design, distribution, online staging, analytics

When it comes to email advertising we have perfected our craft. In Weber County alone we have over 67,000 scrubbed emails belonging to Weber County residents. We have spent years creating our email process to ensure the county is not blacklisted and servers do not get shut down. This is imperative to the continuation of communication with constituents as one bad email can shut down production for all offices.

Team Members Years of Experience:

- Sasha: 10 years experience
- Maria: 6 years experience
- Brooke: 4 years experience
- Tember: 2 years experience
- Annie: 0 years experience
- Kevin: 0 years experience
- Colten: 0 years experience
- Cassidy: 0 years experience
- Chris: 0 years experience
- Frank: 25 years experience
- Charly: 27 years experience

250+

Years in Business: 5 Years  
Print media can be difficult when it comes to formatting, layout, and overall design. Our team's incredible attention to detail and knowledge of dimensions, printable fonts, and much more, sets us apart. We've completed a wide range of projects- from invitations and mailers to magazines. There is no print media project we aren't able to do.

Team Members Years of Experience:

- Sasha: 10 years experience
- Maria: 6 years experience
- Brooke: 4 years experience
- Tember: 6 years experience
- Annie: 11 years experience
- Kevin: 9 years experience
- Colten: 9 years experience
- Cassidy: 7 years experience
- Chris: 6 years experience
- Frank: 0 years experience
- Charly: 1 year experience

Years in Business: 5 Years

**Print Media**

Advertising development, brochure development, Point-of-sale displays, direct mail development, lead generation, analytics

250+

Our graphic design and videography teams will create graphic content that takes your communication ability to the next level. From concept to the final product, we provide premium quality videos and images. These producers assist us with our overall marketing and advertising plan and have been proven to be especially useful on social media.

Team Members Years of Experience:

- Sasha: 4 years experience
- Maria: 3 years experience
- Brooke: 4 years experience
- Tember: 2 years experience
- Annie: 2 years experience
- Kevin: 2 years experience
- Colten: 2 years experience
- Cassidy: 11 years experience
- Chris: 9 years experience
- Frank: 0 years experience
- Charly: 0 years experience

## Video Production and Editing

Script, filming, editing, art direction, production, sound mixing, b-roll management, management of sub-contractors

350+

Years in Business: 5 Years

Digital Marketing has come a long way and has opened many opportunities for great advertising. Our team has prepared day-long digital presentations for government conventions and trainings. Our strength in government digital marketing is our ability to adapt to meet our client's needs. Using SMS, we pushed critical messages from the commissioner to all house representatives and senators, to inform them of upcoming bills to be passed. This resulted in further support in lobbying efforts.

Team Members Years of Experience:

- Sasha: 10 years experience
- Maria: 6 years experience
- Brooke: 4 years experience
- Tember: 6 years experience
- Annie: 11 years experience
- Kevin: 9 years experience
- Colten: 9 years experience
- Cassidy: 7 years experience
- Chris: 6 years experience
- Frank: 0 years experience
- Charly: 1 year experience

Years in Business: 5 Years

## Digital Marketing

Multimedia presentations, on-line ad development, SMS marketing, channel selection and management, analytics, A/B testing

250+

With the average person spending over an hour on social media daily, significant focus will be centered on increasing Weber County's social media presence to reach the varied demographics of the community. Boosting technology and data analytics will be used to create engaging, informative, and interactive content that resonates with constituents and provides the detail and information they are looking for. The exponential growth of the county's social media follower base will be propelled by carefully executed, purpose-driven social media campaigns.

### Social Media

Calendar/editorial plans, contests, newsfeed promotion, copy writing, posting services, monitoring of social channels, troll management, campaign analytics

1000+

- Team Members Years of Experience:
- Sasha: 10 years experience
  - Maria: 6 years experience
  - Brooke: 6 years experience
  - Tember: 6 years experience
  - Annie: 2 years experience
  - Kevin: 2 years experience
  - Colten: 2 years experience
  - Cassidy: 2 years experience
  - Chris: 2 years experience
  - Frank: 0 years experience
  - Charity: 4 years experience

Years in Business: 5 Years

A marketing agency without native content creation is just an office full of people. Our team creates over 660 social posts that all go on multiple channels. This is a huge undertaking that requires a large amount of strategy and creativity to properly share our client's story. Due to our perfected processes and content calendars, we are always a month ahead of schedule, giving us time to curate the perfect content.

### Native Content Generation

Content placed in advertisements, external web sites, creating content for organization's web site, writing and placing of blog posts and other social media posts

660+

- Team Members Years of Experience:
- Sasha: 10 years experience
  - Maria: 6 years experience
  - Brooke: 4 years experience
  - Tember: 6 years experience
  - Annie: 11 years experience
  - Kevin: 9 years experience
  - Colten: 9 years experience
  - Cassidy: 7 years experience
  - Chris: 6 years experience
  - Frank: 0 years experience
  - Charity: 1 year experience

Years in Business: 5 Years

Largely emphasizing proactive and strategic press, television and radio connections are extremely important. It is more likely for someone to watch a video or listen to a radio show or podcast than read an article. We are known for getting on-camera interviews when it is appropriate and know how to use them to the advantage of our clients.

**Team Members Years of Experience:**

- Sasha: 10 years experience
- Marta: 6 years experience
- Brooke: 4 years experience
- Tember: 6 years experience
- Annie: 2 years experience
- Kevin: 2 years experience
- Colten: 2 years experience
- Cassidy: 7 years experience
- Chris: 6 years experience
- Frank: 0 years experience
- Charly: 1 year experience

Television / Radio Media

Radio and TV spot scripting and production, tracking

150+

**Years in Business: 5 Years**

From billboards to signage, we have facilitated amazing campaigns for out-of-home advertising. During COVID-19, billboards and signage were critical to educating the public, easing tensions, and delivering a consistent, universal message.

**Team Members Years of Experience:**

- Sasha: 10 years experience
- Marta: 6 years experience
- Brooke: 4 years experience
- Tember: 6 years experience
- Annie: 11 years experience
- Kevin: 9 years experience
- Colten: 9 years experience
- Cassidy: 7 years experience
- Chris: 6 years experience
- Frank: 0 years experience
- Charly: 1 year experience

**Years in Business: 5 Years**

Out-of-Home Advertising

Graphic design of billboards and signage, negotiation and placement with outdoor advertising companies

100+

Our diverse group of graphic designers and tech-savvy staff successfully created several websites and continued to manage and maintain the sites by frequently adding new and creative content. Having a landing page for your resources can be one of the most important tools in a communications plan as it ensures all of your information has a home that will be easily accessible to your constituents.

**Team Members Years of Experience:**

- Sasha: 5 years experience
- Maria: 6 years experience
- Brooke: 4 years experience
- Teriber: 1 years experience
- Annie: 3 years experience
- Kevin: 2 years experience
- Coleen: 2 years experience
- Cassidy: 0 years experience
- Chris: 0 years experience
- Frank: 17 years experience
- Charly: 1 year experience

Years in Business: 5 Years

Web Development and Maintenance

Website design, development, and maintenance

50+



## **EXHIBIT B**

