

**AGREEMENT WITH DRAGONFLI MEDIA TECHNOLOGIES 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 Mountain Sports International, Inc., DBA Dragonfli Media Technologies (“Dragonfli”), with its principal place of business located at 1435 South State, Salt Lake City, Utah 84115. County and Dragonfli 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, Dragonfli 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 Dragonfli 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**

Dragonfli 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, television and radio media, out-of-home advertising, and website design and maintenance.

In providing these services, Dragonfli 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. Dragonfli agrees to perform the services with the level of professionalism expected in its industry/profession in the community. Further, Dragonfli, while performing its obligations under this Agreement, will conduct itself in a manner that will promote the best interests of the County. Dragonfli 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.

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

SECTION THREE COMPENSATION

County will reimburse Dragonfli for services performed under this Agreement in accordance with the fee rates specified in Exhibit B. Unless expressly authorized, County will not reimburse Dragonfli 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.

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

County shall pay Dragonfli 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.

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

Dragonfli, 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 Dragonfli'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, Dragonfli 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.

Dragonfli 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 Dragonfli 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 Dragonfli for the costs of said insurance.

SECTION FIVE INDEMNIFICATION AND IMMUNITY

Dragonfli 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. Dragonfli'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 Dragonfli 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 Dragonfli 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. Dragonfli 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. Dragonfli 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. Dragonfli'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 Dragonfli'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 Dragonfli of any kind whatsoever, and no right of action for damages or other relief shall accrue to the benefit of County or Dragonfli, 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, Dragonfli 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 DRAGONFLI

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	<p>Dragonfli Media Technologies - 22+ years</p> <p>Brian Culmo, Graphic Designer - 7 years of experience</p> <p>Jason Eder, Branding Manager - 12 years of experience</p>	<p>11+ Projects - Utah Children's Justice Center, Court Appointed Special Advocates (CASA), Toyota, Lexus LaceUp Running Series, FIA Formula E, CLIF Bar, Barrett-Jackson, Utah Lands Trust and Advocacy Office, Inman, Atlas Obscura, Twilight Drive In, The 5 Browns</p>
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	<p>Dragonfli Media Technologies - 22+ years</p> <p>Jason Eder, Branding Manager - 12 years of experience</p> <p>Brian Culmo, Graphic Designer - 7 years of experience</p>	<p>12+ Projects - Red Bull Rampage, Red Bull Raid, Lexus LaceUp Running Series, US Grand Prix, Toyota, Inman, Atlas Obscura, Twilight Drive In, Natural Selection, Burton US Open, Nitro World Games, Chase Sapphire at Squaw Valley</p>
Market Research	Gathering information about target markets and customers.	<p>Dragonfli Media Technologies - 22+ years</p> <p>Sean Ryan, Marketing Director - 4 years of experience</p> <p>Eli Davis, Sr. Communications Manager - 4 years of experience</p>	<p>4+ Projects - Lexus LaceUp Running Series, Salt Lake County, Toyota, Ventura Marathon</p>
Market Surveys	Survey development, public opinion and awareness surveys, survey delivery options, focus	<p>Dragonfli Media Technologies - 22+ years</p>	<p>4+ Projects - Lexus LaceUp Running Series, Salt Lake County, Toyota, Buddy Drops</p>

	group management, quantitative analysis, qualitative narratives, psychographics, advertising effectiveness studies	Sean Ryan, Marketing Director - 4 years of experience Eli Davis, Sr. Communications Manager - 4 years of experience	
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	Dragonfli Media Technologies - 22+ years Sean Ryan, Marketing Director - 8 years of experience Eli Davis, Sr. Communications Manager - 5 years of experience	7+ Projects - Lexus LaceUp Running Series , Utah Children's Justice Center , Major League Rugby , Twilight Drive In , The 5 Browns , Buddy Drops , KND Labs
Advertising Media Recommendations	Marketing mix	Dragonfli Media Technologies - 22+ years Sean Ryan, Marketing Director - 8 years of experience Mike Jaquet, Chief Revenue Officer - 15 years of experience	7+ Projects - Lexus LaceUp Running Series , Utah Children's Justice Center , Atlas Obscura , Twilight Drive In , The 5 Browns , Ventura Marathon
Media Buying Capability	Media planning, negotiation of rates, placement of ads, obtaining value-add elements	Dragonfli Media Technologies - 22+ years Sean Ryan, Marketing Director - 5 years of experience Eli Davis, Sr. Communications Manager - 2 years of experience Mike Jaquet, Chief Revenue Officer - 15 years of experience Lars Sequist, Partnership Marketing Director - 10 years of experience	3+ Projects - Lexus LaceUp Running Series , Utah Children's Justice Center , Atlas Obscura
Ad Copy Writing	Development of written materials for ads, brochures, web sites	Dragonfli Media Technologies - 22+ years Sean Ryan, Marketing Director -	5+ Projects - Lexus LaceUp Running Series , Utah Children's Justice Center , Twilight Drive

		8 years of experience Eli Davis, Sr. Communications Manager - 3 years of experience	<u>In, The 5 Browns, Ventura Marathon</u>
Email Advertising	List development, copy writing, graphic design, distribution, online staging, analytics	Dragonfli Media Technologies - 22+ years Eli Davis, Sr. Communications Manager - 4 years of experience	6+ projects - <u>Lexus LaceUp Running Series, Utah State Board of Education, KND Labs, The 5 Browns, Twilight Drive In, Buddy Drops</u>
Print Media	Advertising development, brochure development, Point-of-sale displays, direct mail development, lead generation, analytics	Dragonfli Media Technologies - 22+ years Sean Ryan, Marketing Director - 8 years of experience Brian Culmo, Graphic Designer - 7 years of experience	3+ Projects - <u>Lexus LaceUp Running Series, Ventura Marathon, Toyota</u>
Video Production and Editing	Script, filming, editing, art direction, production, sound mixing, b-roll management, management of sub-contractors	Dragonfli Media Technologies - 22+ years Adam Comey, CEO - 20+ years of experience Johnny Cunningham, Broadcast Director - 15 years of experience Sean Ryan, Marketing Director - 5 years of experience	10+ Projects - <u>Bentley Motors, Lexus LaceUp Running Series, Utah Children's Justice Center, Inman, Atlas Obscura, Major League Rugby, Battle on the Midway, Zuckerberg at Georgetown, USA Cycling, Ventura Marathon</u>
Digital Marketing	Multimedia presentations, on-line ad development, SMS marketing, channel selection and management, analytics, A/B testing	Dragonfli Media Technologies - 22+ years Sean Ryan, Marketing Director - 8 years of experience Google Adwords Certified Facebook Blueprint Certified	7+ Projects - <u>Lexus LaceUp Running Series, Utah Children's Justice Center, Twilight Drive In, The 5 Browns, Ventura Marathon, Buddy Drops, KND Labs</u>
Social Media	Calendar/editorial plans, contests, newsfeed promotion, copy writing, posting services, monitoring of social channels, troll management, campaign analytics	Dragonfli Media Technologies - 22+ years Sean Ryan, Marketing Director - 8 years of experience Eli Davis, Sr. Communications Manager - 4 years of experience	7+ Projects - <u>Lexus LaceUp Running Series, Utah Children's Justice Center, Atlas Obscura, Twilight Drive In, Ventura Marathon, Buddy Drops, KND Labs</u>
Native Content Generation	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	n/a	n/a

Television / Radio Media	Radio and TV spot scripting and production, tracking	<p>Dragonfli Media Technologies - 22+ years</p> <p>Sean Ryan, Marketing Director - 5 years of experience</p> <p>Eli Davis, Sr. Communications Manager - 2 years of experience</p> <p>Mike Jaquet, Chief Revenue Officer - 15 years of experience</p> <p>Lars Sequist, Partnership Marketing Director - 10 years of experience</p>	3+ Projects - <u>Utah Children's Justice Center, Twilight Drive In, Lexus LaceUp Running Series</u>
Out-of-Home Advertising	Graphic design of billboards and signage, negotiation and placement with outdoor advertising companies	<p>Dragonfli Media Technologies - 22+ years</p> <p>Sean Ryan, Marketing Director - 5 years of experience</p> <p>Brian Culmo, Graphic Designer - 7 years of experience</p>	4+ Projects - <u>Utah Children's Justice Center, Lexus LaceUp Running Series, Ventura Marathon, Twilight Drive In</u>
Web Development and Maintenance	Website Design, Development, and Maintenance	<p>Dragonfli Media Technologies - 22+ years</p> <p>Sean Ryan, Marketing Director - 7 years of experience</p>	5+ Projects - <u>Lexus LaceUp Running Series, Utah Children's Justice Center, Buddy Drops, KND Labs, Barrett-Jackson</u>

EXHIBIT B

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

Offeror Name	Dragonfli Media Technologies
Contact Name, if different	Sean Ryan
Contact Phone Number	603-801-6131
Contact Email	sryan@dragonflimedia.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.

	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	\$125.00
Media Buying Capability	\$125.00
Ad Copy Writing	\$125.00
Email Advertising	\$125.00
Print Media	\$125.00
Video Production and Editing	\$145.00
Digital Marketing	\$125.00
Social Media	\$125.00
Native Content Generation	NA
Television / Radio Media	\$125.00
Out-of-Home Advertising	\$125.00
Website Design and Maintenance	\$145.00