

CONTRACT FOR PRINTING, MAILING, AND EMAILING VALUATION NOTICES AND TAX NOTICES

WEBER COUNTY, a political subdivision of the state of Utah, located at 2380 Washington Blvd., Ogden, UT, 84401 (“County”), and THE MASTER’S TOUCH, LLC, a Washington limited liability company, located at 1405 N Ash St., Spokane, WA, 99201-2805 (“Contractor”), enter into this agreement for printing, mailing, and emailing services.

1.0 BACKGROUND

Twice a year, County mails roughly 90,000 to 100,000 property tax-related documents to owners of property located in Weber County. The first mailing is a valuation notice, and the second mailing is a tax notice. County is authorized by statute to send valuation notices and tax notices by email to property owners who choose to receive electronic notice, and County wants to start providing that option to owners. County also mails reminder notices to delinquent taxpayers at the end of December each year.

2.0 SCOPE OF SERVICES AND PRICES

2.1 SERVICES AND PRICES:

Subject to the terms of this agreement, Contractor shall provide the following services for the prices listed, for valuation notices (approximately 100,000), tax notices (approximately 92,000), and delinquent letters (approximately 5,000 to 6,000):

2.1.1 Preprinted Envelopes:

- Valuation notices
 - #10 window prints, 2 color face on 24# white wove
 - Price = \$.035 each
- Tax notices
 - #10 window prints, 2 color face on 24# white wove
 - Price = \$.035 each
 - #9 regular prints, black face on 24# white wove
 - Price = \$.027 each
- Delinquent letters
 - #10 window prints, 2 color face on 24# white wove
 - Price = \$.037 each

2.1.2 Statement Printing and Mail Processing:

- All notices
 - CASS Certify, perform NCOA to comply with USPS move update, and presort customer data file to obtain maximum postal discounts.
 - Report defective and NCOA addresses to the Weber County treasurer via Excel files.

- Contractor will work with County to determine what mailing methods to use when two or more statements mail to the same name and address. County will make the final decision on this.
- Seal and presort for best automation discount postage.
- Perform final quality control checks, and deliver to the USPS bulk mail facility to obtain lowest IMb postage.
- Valuation notices
 - Print statement information to face & back of 8 ½ x 14 notice.
 - Fold statement and insert into #10 window envelope.
 - Price = \$.077 per parcel + Automation Postage
- Tax notices
 - Print statement information to face & back of 8 ½ x 11 notice (mortgage) or 8 ½ x 14 notice (self-pay).
 - Fold statement and insert into #10 window envelope. For self-pay statements, also include #9 reply envelope with statement.
 - Add Coupon sheet for those making payments - \$.055 each
 - Price
 - Approximately 49,000: 8 ½ x 14 self-pay statement printed 2/1, on 24# white, folded and inserted into #10 envelope along with #9 reply
 - \$.072 per parcel + Automation Postage
 - Approximately 43,000: 8 ½ x 11 mortgage statement printed 2/1, on 24# white, folded and inserted into #10 envelope – no reply envelope
 - \$.067 per parcel + Automation Postage
- Delinquent letters
 - Print letter information to face & back of 8 ½ x 14 notice.
 - Fold statement and insert into #10 window envelope.
 - Price = \$.144 per parcel + Automation Postage

2.1.3 Opt-in Paperless “eNotice” Statements:

- The mailing of the 2019 valuation notices included statements mailed to every property owner. After that first mailing, owners who choose to opt in to receive eNotices, and who qualify to receive them, will receive only electronic notices unless they opt out or stop qualifying for electronic notices at a future time.
- Owners who receive eNotices will receive e-mail notification that their statement is ready for viewing. The notification email will contain a code giving them access to a PDF version of their statement.
- One Code Authentication for multiple parcels when name and address are identical between two or more parcels.
- PDF copies of statements will be uploaded to eNotices within five work days after final production PDF proof approval.
- Pricing Structure:
 - One-time set-up fee for valuation notices = ~~\$500.00~~ completed
 - One-time set-up fee for tax notices = ~~\$375.00~~ completed
 - \$.12 per statement for only those registered on eNoticesOnline.com

- \$.01 per PDF upload (i.e., per parcel) - Covers PDF generation, processing, upload, and storage for all PDF's. Also includes maintenance and online help system.
- Printed logo advertisement on #10 outgoing envelope – no charge
- Printed eNotices advertisement on #9 reply envelope – no charge
- Optional 3.5 x 8.5 eNotices insert to advertise sign up - \$.015 each – only if County requests these in writing

2.1.4 Other Provisions

- Automation postage is extra and will be billed as straight pass through. Contractor shall estimate the postage cost and bill County before mailing the statements. If the amount paid is insufficient, Contractor shall bill County for the remainder after the mailing. If the amount paid exceeds the actual postage cost, Contractor shall, at County's option, either refund the excess amount to County or apply the excess amount to other amounts owed under this agreement.
- Contractor shall give County one PDF file with a copy of all statements at no extra charge.
- IMb Trace – tracks date and time of delivery of each mail piece – Free
- One-time setup fee of \$700 (\$300 for delinquent letters) – waived
- Contractor shall ensure that for each mailing cycle, all notices are mailed on the same day and have the same postmark.
- County may request that additional inserts or documents be included in the mailings, or that other work be done, in which case the parties will negotiate the price for the additional items.
- County does not guarantee any minimum amount of work. The estimated numbers listed in this agreement are only estimates, and County is only obligated to pay for the products and services that are required for the data that County sends to Contractor.

2.2 DATA:

2.2.1 Contractor shall provide County with all information necessary to enable County to transmit raw data to Contractor, after which County will transfer the raw data.

2.2.2 Contractor shall program printing from electronically transferred raw data files.

2.2.3 Confidentiality of Data: The data provided to Contractor is for the sole purpose of printing the notices required by this agreement. Contractor shall not sell the data, or any portion of it, to third parties and shall not use the data, or any portion of it, for any other purpose not authorized by this agreement.

2.3 DOCUMENT DESCRIPTIONS AND MAILING DATES:

Document design is subject to change from year to year. Contractor shall create documents from designs provided by County and shall allow County to review the final document design before processing. Contractor shall ensure that the document design allows proper merging of County's raw data files with the final document forms. Contractor shall inform County of the dates by

which Contractor must receive the raw data to allow it to meet the mailing deadlines established in this agreement.

2.3.1 Valuation Notices

- Mailing Date: on or before July 22

2.3.2 Tax Notices

- Mailing Date: on or before October 20

2.3.3 Delinquent Letters

- Mailing Date: on or before December 31

2.3.4 Damages Associated with Delayed Mailing: If County incurs costs as a result of Contractor mailing notices late, Contractor shall compensate County for those costs, unless the delayed mailing was caused by County's failure to provide data in time.

2.4 TYPE OF PRINTING AND MATERIALS:

All statements governed by this agreement must be laser printed in a manner that allows for successful OCR scanning.

All payment stubs must be compatible with high speed check processing equipment.

3.0 PAYMENTS AND TAXES

3.1 INVOICES AND PAYMENTS:

3.1.1 Contractor must submit a detailed invoice before County will process a payment under this agreement. Payments will not be processed if invoices are incomplete or defective. Invoices must comply with all requirements established by the Weber County Clerk/Auditor's Office.

3.1.2 Problems regarding billing or invoicing shall be directed to the Weber County Clerk/Auditor's Office.

3.1.3 County shall use its normal accounting and payment procedures when processing payments under this agreement. Payments made in accordance with County's normal accounting and payment procedures will not be considered late.

3.2 APPLICABLE TAXES:

3.2.1 Payment of Taxes: Contractor shall calculate and pay all taxes related to the services it provides under this agreement.

3.2.2 Tax Indemnification: Contractor shall indemnify and hold County harmless from any responsibility for taxes, penalties, and interest arising from Contractor's failure to pay any applicable taxes related to the services it provides under this agreement.

4.0 OTHER TERMS & CONDITIONS

4.1 CONTRACT TERM:

This agreement is in force through December 31, 2020, except for provisions that survive the termination of the agreement, whether by the express terms of the agreement or by the nature of those provisions.

4.2 OPTION TO RENEW:

This agreement may be renewed for up to four additional one-year terms. Renewal shall occur automatically unless one of the parties notifies the other party in writing, at least 30 calendar days before the end of the then-existing term, of that party's intention not to renew the contract.

4.3 PRICE ADJUSTMENTS:

Any requests for price adjustments must be submitted 30 days prior to the contract expiration date. If County agrees to the adjusted price terms, County shall issue written approval of the change.

4.4 INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless County and County's representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to, attorneys' fees and litigation costs) arising out of, or alleged to have resulted from, acts, errors, omissions, or mistakes by Contractor or anyone for whose acts Contractor may be liable, relating to the performance of this Contract.

Contractor's obligation to indemnify County is not limited or waived in any way by compliance or non-compliance with the insurance requirements of this agreement. Contractor will be obligated to indemnify County to the fullest extent allowed by law, whether or not Contractor's insurance covers Contractor's indemnification obligations.

4.5 INSURANCE:

4.5.1 Contractor shall obtain and maintain, at Contractor's own expense during the term of this agreement, insurance as set forth below. The insurance shall be obtained from insurance carriers authorized to do business in the State of Utah. Certificates of such insurance issued by the insuring carrier or carriers shall be furnished to County and shall provide thereon that 30 days' prior written notice of cancellation or significant amendment of the insurance to which the certificate relates shall be given to County. If any of the required coverage is provided on a

claims-made basis, then Contractor shall maintain the policy for no less than four years after termination of this agreement.

4.5.2 All insurance required by this agreement shall be maintained in full force and effect until all work or service required to be performed under the terms of the agreement is satisfactorily completed. Failure to do so may, at the sole discretion of County, constitute a material breach of this agreement.

4.5.3 Contractor shall maintain Commercial General Liability insurance with contractual liability coverage and, if necessary, Commercial Umbrella insurance, to cover Contractor's obligations under the indemnification section of this agreement, with minimum combined single limits of \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall protect Contractor and County from claims for damages for property damage and claims for personal injury, including accidental death, that may arise from Contractor's operations under this agreement. The policy shall be primary and noncontributory to any other policy or coverage available to County, whether such coverage be primary, contributing, or excess.

4.5.4 Contractor shall maintain workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000 for each accident.

4.5.5 Contractor shall maintain Commercial Automobile Liability insurance that provides coverage for owned, hired, and non-owned automobiles, in the minimum amount of \$1,000,000 per person, \$2,000,000 per accident, and, for property damage, \$500,000 per occurrence, or a combined single limit of \$5,000,000.

4.6 DEFAULT:

4.6.1 Default by either party consists of the party causing material harm, or a substantial likelihood of material harm, to the other party by (1) failing to make sufficient progress toward timely and satisfactory performance of any obligation imposed by this agreement; (2) failing to perform any obligation imposed by this agreement in a timely and satisfactory manner; or (3) violating any of the other provisions of this agreement.

4.6.2 If either party determines that the other party is in default, then the non-defaulting party may take any action allowed by this agreement or any other reasonable action to prevent or mitigate harm arising from the default. However, before doing so, the non-defaulting party must notify the defaulting party of the default in writing and must give the defaulting party at least seven days to cure the default, unless allowing that time would be unreasonable under the circumstances.

4.6.3 If a party incurs costs in taking action under paragraph 4.6.2 to prevent or mitigate harm arising from a default, and if those costs are reasonable under the circumstances, then the defaulting party shall be liable for those costs.

4.6.4 In addition to all other available remedies, County may offset from any money due to Contractor any amounts Contractor owes to County for damages resulting from default or from any breach of this agreement.

4.7 TERMINATION:

4.7.1 Subject to paragraph 4.6.2, County may, by written notice to Contractor, terminate this agreement for default, in which case the termination will take effect immediately upon notice being sent electronically or, if notice is only mailed, three days after mailing. Upon receiving such notice, Contractor shall stop work immediately and incur no further costs under this agreement, and County will be responsible for paying Contractor only for costs directly related to activities performed before the termination takes effect.

4.7.2 County may terminate this agreement at any time, for any reason other than default, by providing at least 30 days' advance notice to Contractor. The notice is not required to state a reason for the termination. If County gives such notice, County shall also direct Contractor to either (1) continue to work through the date of termination, in which case County shall pay Contractor for all work done through the date of termination, or (2) stop work immediately, in which case County shall pay Contractor for all costs that Contractor would have been entitled to through the date of termination.

4.7.3 Due to the nature of the services provided, and County's legal requirements for mailing tax-related notices, Contractor shall not have the right to terminate this agreement unilaterally.

4.8 ASSIGNMENT AND SUBCONTRACTING:

Contractor may not assign or subcontract its responsibilities under this agreement without County's written consent.

4.9 AMENDMENTS:

All amendments to this agreement must be in writing and signed by both parties. However, County is not required to order all services listed in section 2 of this agreement. County's decision not to order all listed services does not constitute a breach of the agreement.

4.10 NON-EXCLUSIVE CONTRACT:

This agreement does not prevent County from contracting with other service providers to obtain similar or identical services. County may do so for any reason.

4.11 ACCESS TO AND RETENTION OF RECORDS:

4.11.1 Contractor agrees to retain all books, records, accounts, statements, reports, files, other records, and back-up documentation relevant to this agreement for six years after final payment, or longer if required by an audit, a legal dispute, or other circumstances. Contractor shall

provide all such records to County upon request, and shall also provide them to all government officials who are authorized to receive or inspect the records.

4.11.2 If Contractor's records are not sufficient to show that requested services were provided, Contractor shall reimburse County for the billed cost of those services.

4.11.3 Contractor acknowledges that County is a government entity subject to specific laws governing the retention and disclosure of records that come into its possession. Contractor's records related to this agreement shall be deemed to be under County's ownership for purposes of public records laws. Contractor shall cooperate with County in County's efforts to comply with those laws.

4.12 SEVERABILITY:

The invalidity of any portion of this agreement shall not affect the validity of any other provision, and the remainder of the agreement will remain in full force and effect, unless the invalidation of a term materially alters the agreement. If the invalidation of a term materially alters the agreement, then the parties shall negotiate in good faith to modify the agreement to match, as closely as possible, the original intent of the parties.

4.13 RELATIONSHIPS:

In the performance of the services described in this agreement, Contractor shall act solely as an independent contractor. Nothing in this agreement shall be construed to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between County and Contractor.

4.14 PRE-CONTRACT PERFORMANCE:

Actions by the parties before this agreement was signed are subject to this agreement if the actions (1) were based on the anticipation that a written agreement would be signed, and (2) would have been governed by this agreement if the agreement had been signed before the actions were taken.

4.15 DISPUTE RESOLUTION AND GOVERNING LAW:

4.15.1 If a dispute arises regarding this agreement, the parties shall first attempt informal negotiations to resolve the dispute before taking legal action. If that fails, then the parties may, but are not required to, pursue other means of alternative dispute resolution before taking legal action.

4.15.2 In any legal dispute, each party shall be responsible for paying its own costs, including attorneys' fees, regardless of the outcome of the dispute.

4.15.3 This agreement shall be governed by the laws of the state of Utah, and venue for any legal action shall be in the state or federal courts of Utah.

4.16 EFFECTIVE DATE:

This agreement will become effective when both parties have signed it below. The date this agreement is signed by the second party will be deemed the date of the agreement.

Signatures:

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

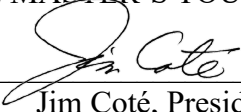
By _____
Gage Froerer, Chair

Date _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

THE MASTER'S TOUCH, LLC

By  _____
Jim Coté, President

Date April 16, 2020