

# Official Publication Agreement

This Official Publication Agreement, hereinafter referred to as “**AGREEMENT**”, effective as of December 16, 2020, is entered into on the dates below by and between Weber County, hereinafter referred to as “**The County**”, and Connection Publishing, a Utah LLC, hereinafter referred to as “**CP**”.

WHEREAS, **CP** is in the business of producing official county publications on behalf of **The County** and arranging for the distribution of such publications directly to the households and businesses of **The County**; and

WHEREAS, **The County** wishes to engage **CP** to produce its official publication and **CP** wishes to provide such services to **The County**.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree to the following:

1. **PUBLICATION:** **CP** shall create, publish, and distribute the “official” publication on behalf of **The County**, more commonly referred to as “Weber County Connection”, hereinafter referred to as “**PUBLICATION**”. **The County** shall pay to **CP** an initial start-up fee as well as a continuing contribution for each publication, the terms of which are detailed in APPENDIX A. The appearance, content, production, distribution and other matters relating to the production of the **PUBLICATION** shall be in accordance with the following terms and conditions:
  - a. **Distribution Areas:** **CP** shall distribute copies of the **PUBLICATION** to homeowners and businesses located within Uintah, Marriot-Slaterville, Plain City, Farr West, Hooper, West Haven, and the unincorporated areas of **The County**. **CP** will coordinate with the Commission of **The County** regarding disbursement routes through the U.S. Postal Service.
  - b. **Distribution Method:** **CP** shall distribute copies of the **PUBLICATION** bi-monthly via bulk, U.S. mail, which typically enables the **PUBLICATION**'s total delivery time to be approximately fifteen (15) to nineteen (19) calendar days as measured starting with the content and material submission deadline time (see Section (m) of paragraph 1, below) until it reaches the readership. **The County** may accelerate the normal total delivery time by special request. Upon receipt of such request, **CP** shall send the **PUBLICATION** via first class U.S. mail, provided that **The County** pay in advance for the actual difference in cost between the U.S. first class postal rate versus the U.S. bulk postal rate. **The County** understands that occasionally delays may be experienced beyond **CP**'s control which impact normal delivery timeframes (e.g., holidays, unforeseen printing delays, assimilation of content material, post office failures, etcetera).
  - c. **Quality:** The **PUBLICATION**, including the materials and printing methods used in its production, shall result in product essentially in the same, aesthetically pleasing format and quality as found in the samples provided to **The County** by **CP**.

- d. **Format:** CP reserves the right to change the standard format of the **PUBLICATION** from time to time as certain information to be published will vary. However, other 'constant' **County** pages section items (e.g., 'County News', 'Commissioner's Message', 'County Calendar', etcetera) are to be routinely included in each issue and therefore, are expected to be found in the same general locations within the publication, and due to the overall layout and spacing needs, are expected to be provided by **The County** for each issue. CP will retain creative control of the publication in determining where content and advertisers will be placed, what design elements will be used and overall graphic design of the publication see Section (j) Paragraph 1.
- e. **Publication Goals and News Item Sources:** The overall goal of the **PUBLICATION** is to promote goodwill and unity within **The County**. Accordingly, the readership should expect to receive educational, informative articles and other positive content deemed of common interest to members of **The County**. Such content is expected to include: a message from the Commissioners of **The County**; a schedule posting county events; neighborhood activities; and other community announcements and need-to-know information provided to CP by **The County**. Potential publication content material is invited to be submitted at all times from members of the community. Submitted from: individual homeowners; local businesses; community leaders; the County Council and all civil offices in **The County**. CP will curate and determine if the publishing of submitted content will be appropriate for the **PUBLICATION** (See Section (f) of Paragraph 1 for Content Restrictions and Section (g) of Paragraph 1 for Content Authority Approval).
- f. **Creating and Editing Content:** **The County** hereby grants CP the right to gather input from homeowners and residents in order to create newsworthy articles and other material to enhance the quality and content of the **PUBLICATION**. CP's services are expected to include: conducting homeowner interviews; taking photos; and editing and/or enhancing material submitted by the various sources outlined in Section (d) of Paragraph 1, above. CP agrees to actively provide such services each publishing period and throughout the term of this **AGREEMENT**. The publishing period will be the time-period (2 months) prior to the publishing deadline(s) which will be determined by **The County** and CP jointly; and planned out in a publishing calendar to be approved by both parties and is found in APPENDIX B to this **AGREEMENT**.
- g. **Content Restrictions:** Regardless of the story source whether from **The County** or community members, all such material shall not include content which may be considered as offensive; of a personal, internal, political, or controversial nature; express opinions deemed condescending, slanderous or critical of others, the community, CP or **The County**. Material submitted may not contain topics otherwise inappropriate for a family publication or considered discriminatory based upon age, sex, race, familial status, religion, or sexual preference. The **PUBLICATION** shall not include 'editorials,' 'opinion pieces,' nor provide a forum for presenting topics involving homeowner complaints, individual or otherwise, which may be addressed through appropriate channels (e.g., County Commission, Ombudsmen, Communications department, etcetera). Any material having a negative connotation may be considered in-

consistent with the **PUBLICATION**'s publishing policy and adversely affect readership enjoyment; may diminish advertiser enthusiasm and ad revenues; and will therefore be rejected from publishing.

**h. Content Authority Approval:** Only the County Commission of **The County**, or his/her designated representative(s) (*i.e.*, the Newsletter Committee Chair, Staff Member, etcetera), shall have the final authority to approve the County-submitted content prior to printing. A legal disclaimer shall be found in each publication issue as to its content and completeness, indemnifying both **The County** and **CP**. Such disclaimer is intended to clarify and protect the advertisers, **CP**, **The County**, committee volunteers, homeowners and others who submit material to the **PUBLICATION**. **The County** may refuse content if it is deemed harmful to **The County** or its representatives under the terms of this **AGREEMENT**. **The County** will develop with the assistance of **CP** if desired, additional content to fill the space as needed with the understanding that it may delay delivery of the **PUBLICATION** to **The County's** residents. The disclaimer will read as follows:

*i. The paid advertisements contained within the Weber Connection magazine are not endorsed or recommended by Connection Publishing or Weber County. Therefore, neither party may be held liable for the business practices of these companies. The county is also not responsible for any content in the magazines except for that which it directly submits for print.*

**i. Advertising Content:** **The County** acknowledges that **CP** must sell advertising space to generate its business revenue and to enable the publication to be produced for **The County**. Accordingly, **CP** shall aggressively market advertising contracts to prospective clients in order to meet such obligations and yet discourage the **PUBLICATION** from containing an overwhelming or disproportionate degree of advertisement content which potentially could compromise readership enjoyment. Because advertisers' needs can fluctuate (*e.g.*, ad space size, contract term commitment, etcetera), **CP** cannot guarantee that each issue will have an equal balance between advertisement and homeowner content, however, inasmuch as possible, **CP** is committed to making every effort to maintain such a reasonable balance of content. **CP** will not accept political advertising from local, county, state, or federal political parties or candidates. As this is an official county magazine, the county may elect to include short political bio's on candidates running for election at **The County's** discretion. If such information is to be included it must fit within **The County's** designated section, unless **The County** receives prior approval from an owner of **CP** or their designee; giving **The County** additional room within the **PUBLICATION** without increasing the page count as detailed in Section (i) Paragraph 1 below. This approval must be given by **CP** to **The County**, THIRTY (30) days prior to the established **PUBLICATION** deadline.

**j. Size and Scope:** The **PUBLICATION** will start at thirty-two (32) pages and will grow, as needed for space to meet advertising demand, to as large as One Hundred twenty eight (128) pages depending on advertising volume and amount of community

submissions. Due to costs and complexities of increasing the size this will be a process solely governed and decided upon by CP. The **PUBLICATION** will contain stories and topics, other than the county pages, including but not limited to; Students of the Month, Community Pet Spotlight, Resident Recipes, Community History, Feature Stories, Business Spotlight (of one of the advertisers), etcetera. Other human interest stories will be gathered and collected from other sources as outlined in Section (d) Paragraph 1, above. There will be roughly SIX (6) to EIGHT (8) pages of county content with some ads mixed in; this section will including the Commissioner's Message, County News and announcements; plus TWO (2) pages for an event calendar. **The County** will provide the information to be published through the project management software portal which CP will provide and CP will design pages and lay out graphically, the information, according to the space set forth in this **AGREEMENT** and according to CP's publishing standards and styles; see Section (j) Paragraph 1 below for details. If **The County** has need to add additional pages to the publication for covering special events or **The County** simply desires more room for county news, and it does not reasonably fit within **The County's** allotted pages, **The County** can elect to pay for additional pages, see Section (o) Paragraph 1.

- k. **Design and Layout:** All creative design and layout is to be the sole responsibility of CP and, though feedback and ideas are welcome from **The County**, CP will ultimately make design layout and page placement decisions according to industry best practices and the judgement of professional designers under the employ of CP. County pages will always be featured front and foremost in the **PUBLICATION**. **The County** will upload the content they desire to be in the **PUBLICATION**, to CP's project management software in a word document or google document format. Photos or images will be submitted as separate files so that CP's designers can utilize them according to CP's **PUBLICATION** design standards. Pre-designing or embedding photos is not an acceptable submission format and may be requested to be resubmitted by the submitter if necessary. Training will be provided by CP to members of **The County's** staff to help teach how submissions are to be handled as well as the review and revision process prior to the first publication deadline.
- l. **The County's cost:** **The County and CP** agree to the details of APPENDIX A, outlining **The County's** cost for the **PUBLICATION** and to have the **PUBLICATION** serve as **The County's** official county newsletter.
- m. **Advertising Restrictions:** At no time shall CP solicit or accept advertising contracts which: contain offensive or otherwise inappropriate content for a family publication; discriminate based upon age, sex, race, familiar status, religion, or sexual preference; or may be in conflict, competition or serve to the detriment of **The County** or its homeowner residents. No advertiser shall have the right to object to: any other advertisers' placement of ads; homeowner content; county-related announcements, articles, events, or official business.
- n. **Content Submission Deadline:** Any **County** or homeowner-related content material must be submitted to CP no later than the established deadlines detailed in APPENDIX B. Prior to going to press with each issue, CP shall notify **The County** or its

designated representative(s) each publishing period when the **PUBLICATION** is ready for digital review and approval. **The County** has forty-eight (48) hours (two business days, not including weekends) to review and approve **The County** and homeowner-related materials. Any revisions must be submitted to **CP** during this forty-eight (48) hour period according to **CP** revision processes and policies. If no revisions are submitted within this timeframe the content will be deemed acceptable 'as is' and considered ready to go to press in its entirety.

- o. Homeowner Advertisements:** Any and all businesses belonging to homeowners (e.g., real estate agencies, financial planning, law practices, product sales, service providers, etcetera), must purchase ad space at prevailing **CP** rates.
- p. Additional or "Special Edition" Publications:** From time to time **The County** may desire the production and publishing of a "special edition" magazine for special events or celebrations. **CP** will be able to produce and print "special editions" for a discounted price over traditional sources due to bulk pricing for printing and shared postage. The price for special editions will be determined, negotiated and detailed separately from this agreement. **The County** has no obligation to use **CP** for "special publications" but can elect to do so at their discretion.

2. **MAILING LIST:** **CP** will send copies of the **PUBLICATION** out using the postal service "every door direct mailing." **CP** shall routinely monitor the mailing routes for additional addresses and make adjustments to the total print count so that at least a substantial portion of homes and businesses in the area can receive the **PUBLICATION** by mail. All parties, including **CP** and **The County**, acknowledge the importance of having the **PUBLICATION** mailed to the most current residential and business listing at all times.
3. **TERM OF AGREEMENT:** Commencing on the first date of publication of the **PUBLICATION**, the term of this **AGREEMENT** shall be for a period of twelve (12) months. The term will automatically renew for another twelve (12) months unless **The County** terminates and provides notice as prescribed in Paragraph 4.
4. **TRIAL, TERMINATION, and CONTRACT PERIOD:** The initial twelve (12) month term of the **AGREEMENT** shall be a trial period, the purpose of which is to provide **The County** adequate time to evaluate the effectiveness of the **PUBLICATION** and for **CP** time to solidify **PUBLICATION** advertising and other details. **The County**, without cause, may terminate this **AGREEMENT** and cancel the auto-renewal at the end of the twelve (12) month trial period by giving written notice of cancellation to **CP** at least sixty (60) days prior to the twelve (12) month anniversary date of this **AGREEMENT**. If notice is not given, the agreement is automatically extended an additional twelve (12) months and will continue to roll into subsequent twelve (12) month periods each year thereafter. The same notice detailed above must be given in subsequent years to cancel the agreement until the contract is cancelled by either party or until sixty (60) months shall pass and then a new contract must be formed.

If **The County** elects to terminate this **AGREEMENT** under the terms herein, **CP** may continue to publish the **PUBLICATION** as a non-official county magazine. If **CP** elects to continue publication, **The County** may publish its own newsletter provided that it does not contain commercial advertising. The limit on commercial advertising will continue for twelve (12) months after the effective date of termination.

**CP** may terminate the **AGREEMENT** at any time after the trial period, without cause, due but not limited to failure to acquire advertising support for **The Publication**, by giving the **The County** a sixty (60) day written notice of termination, at which time, **CP** shall cease to publish the **PUBLICATION** after the effective date of cancellation.

5. **DEFAULT:** If a party materially fails to perform its obligations under this **AGREEMENT**, the non-defaulting party shall serve a notice of default to the defaulting party. If the defaulting party fails to cure the default within fifteen (15) business days of service of the notice, the non-defaulting party may terminate the **AGREEMENT**.

If **The County** terminates the **AGREEMENT** under this provision. **CP** shall repay to **The County** any unearned sums previously paid by **The County**.

If **CP** terminates the **AGREEMENT** under this provision, **The County** shall pay to **CP** any outstanding balances previously owed by **The County** to **CP**, plus the aggregate bi-monthly contribution that **The County** would have paid to **CP** for the remainder of the 12-month contract term.

6. **GOVERNING LAW:** Both parties hereby expressly agree that this **AGREEMENT** shall be governed by and interpreted according to the laws of the state of Utah and that jurisdiction and venue shall be in Utah regardless of where the party(ies) may operate its/their principal place of business.
7. **INTEGRATION AND AMENDMENT:** This **AGREEMENT**, with referenced documents, constitutes the entire agreement by and between the parties and no other statement, whether written or oral, shall be deemed a part of this **AGREEMENT** unless specifically incorporated herein by reference. This **AGREEMENT** supersedes any and all other agreements, negotiations, or understandings between the parties. In order for any changes, modifications or amendments to this **AGREEMENT** to be enforceable by either party, they must be in writing and signed by both parties.
8. **CONSTRUCTION:** Both parties have either 1) been represented by separate legal counsel or 2) have had the opportunity to be so represented and have chosen not to be represented by separate legal counsel of their own volition. Accordingly, no provision herein shall be construed against either party as being the draftsman of any such provision. This **AGREEMENT** shall therefore be construed simply and without regard to any presumption or other rule requiring construction against the party causing the **AGREEMENT** or provision to be typed or drafted.
9. **FORCE MAJEURE:** "Force Majeure" shall be defined as any unforeseeable event beyond the control of either party that renders either party unable to timely perform under this **AGREEMENT**, including but not limited to, acts of God, local or national or international

security crisis, epidemic or pandemic, acts of terrorism, large union strikes, organized criminal activity, destruction of roads, impairment of air travel, etc. In the event of Force Majeure, neither party can declare or find the other party in breach or default of this **AGREEMENT** as a result of the other party's failure to timely perform any duty required under this **AGREEMENT** if said untimely performance was substantially caused (whether directly or indirectly) by Force Majeure. In the event that Force Majeure impedes a party from timely performing, the impeded party's performance deadline shall be extended quid pro quo, or in other words, the deadline shall be extended by a number of days equal to the effect the Force Majeure had upon said party's impeded performance.

10. **CERTIFICATE OF MAILING:** Any Notice to be given or served upon any party hereto in connection with this **AGREEMENT** must be in writing and shall be mailed in the manner required by Utah law. Copies of any Notices shall be made and deposited in the United States Mail to the following addresses by Certificate of Mailing:

For Connection Publishing:

Ryan Spelts

CEO

163 W Lomond View Dr

North Ogden, UT 84414

For The County of Weber:

Commissioner James H. "Jim" Harvey

County Representative

2380 Washington Blvd, #240

Ogden, UT 84401

11. **SEVERABILITY:** In the event that any provision of this **AGREEMENT** shall be held invalid or unenforceable, such ruling shall not affect in any respect whatsoever the validity or enforceability of the remainder of the **AGREEMENT**.

12. **INSURANCE REQUIREMENTS:** CP, at its own cost, shall secure and maintain during the term of this **AGREEMENT**, including all renewal and extension terms, the following minimum insurance coverage:

Commercial General Liability (CGL) insurance with contractual liability coverage to cover CP'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 protect the CP, any subcontractor, and **The County** under the contractual liability coverage from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from CP's operations under this Agreement, whether performed by CP itself, any subcontractor, or anyone directly or indirectly employed or engaged by either of them. 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, CP shall maintain such policy(ies) of insurance for no less than four years after termination of this Agreement.

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.

CP shall provide to **The County** prior to commencement of any activities under this **AGREEMENT** Certificates of Insurance verifying policies meeting the minimum coverage and limits required.

13. **INDEMNIFICATION:** CP shall indemnify and hold harmless **The County**, its elected and appointed officers, employees, servants, and agents, from any and all liability resulting from the acts or omissions of CP, its employees, agents, representatives, or contractors. CP's responsibilities to **The County** as set forth in this section shall not be limited by any lack of insurance or insurance coverage limits.

**The County** shall indemnify and hold harmless CP, its officers, employees, servants, and agents, from any and all liability resulting from the sole negligence of **The County**, its elected or appointed officers, employees, servants, or agents, in relation to **The County's** performance under this agreement. Nothing herein shall be construed as a waiver of **The County's** rights with regard to governmental immunity.

This clause shall survive termination and shall not be subject to the statute of limitations underlying the alleged act or omission if the putative plaintiff is not subject to such statute. This section inures only to the Parties and their officers, agents, and employees and does not create a third-party beneficiary agreement and may not be asserted by anyone other than the Parties.

14. **ASSIGNMENT:** This **AGREEMENT** shall remain valid and binding throughout its term regardless of any changes in people or personnel associated with CP, **The County**, its officers, members, elected officials or community volunteers in place as of the date of this **AGREEMENT**. This **AGREEMENT** is not transferrable to successors to the parties of this **AGREEMENT**.

15. **AUTHORIZED SIGNATURES:** This **AGREEMENT** is accepted and agreed to severally. The undersigned individually warrant they are authorized to enter into this **AGREEMENT** respectively on behalf of CP and **The County**. The undersigned have read this **AGREEMENT** in its entirety, understand and agree to all terms and conditions thereof, and further acknowledge that they have received an executed original of this **AGREEMENT**.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

For **CP:**

For **The County:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Ryan Spelts,

\_\_\_\_\_

Connection Publishing, CEO

Weber County, Representative



APPENDIX A

The County recognizes the tremendous cost it takes to produce the PUBLICATION in the quality seen in the samples CP provided. This Appendix outlines the initial set-up costs for The County and the ongoing contribution The County will make to CP, per issue, for their part in the publication.

**Initial Set-Up:** The County shall pay an initial set-up cost of \$1.00 (one dollar) per residence and business within The County that will receive the first issue of the PUBLICATION by mail. The initial set-up cost shall be due upon signing of the AGREEMENT with CP. Prior to the signing of the AGREEMENT, CP shall provide The County with a report that details the number of residences and businesses that will receive the PUBLICATION.

**Continuing Contribution:** The County shall pay a contribution of \$.21 (twenty-one cents) per copy printed for each issue published. CP shall routinely verify the number of residences and businesses every one-hundred twenty (120) days with the post office and mailing list sources. CP shall provide The County with a copy of these updated reports upon request. The County shall also pay the contribution rate per additional copy requested by The County for free distribution and per copy provided to CP to promote advertising sales. These charges shall be due by the 10th of the month preceding the publication month of each magazine. Per publication charges may be adjusted by CP as the number of copies needed grows due to new homes being built in The County.

The County's Continuing Contribution shall be calculated using the following formula:

The product of:

1. the contribution rate, times
2. the sum of:
  - a. the most recently determined number of residences and businesses that will receive a copy of the PUBLICATION, plus
  - b. the number of free distribution copies requested by The County, plus
  - c. the number of copies to be used by CP sales professionals to promote advertising sales.

As of the date of execution of this AGREEMENT, 15,036 residences and businesses shall receive the first issue of the PUBLICATION, The County shall receive 50 copies per issue for free distribution, and CP shall receive 200 copies per issue to promote advertising sales. Accordingly, the Initial Set-Up Cost shall be \$15,036. The Initial Per Publication Contribution shall be \$3,210.06.

The initial target launch date for the PUBLICATION is March 10, 2021, with a submission deadline of Feb 20th, 2021. Initial launch is subject to ad sales as they must be sufficient to cover additional publishing costs over and above the postage payment made by The County. If the launch date needs to be postponed, CP will notify the County in writing by Feb 5, 2021.

For an additional fee determined by the Parties, The County may have its content included in other CP publication issues that are distributed within Weber County.

For CP:

The County:

By: \_\_\_\_\_

By: \_\_\_\_\_

Ryan Spelts,  
Connection Publishing, CEO

\_\_\_\_\_,  
Weber County, Representative

APPENDIX B

**The County** recognizes the time consuming and significant work that must be done to create a professional and timely **PUBLICATION** in the quality seen by **The County** in the samples provided by **CP**. The necessity of being on time with the publication is crucial for both reader and advertiser satisfaction. This Appendix outlines the deadline that will be used to ensure publishing is on-time and in the quality agreed upon.

**Publishing Deadline:** **The County** will turn in all content they wish to include in the upcoming magazine by the 20th of the month preceding the upcoming publishing date or the date when the magazine will land in residents' homes. For example, a November 10th magazine will have a deadline of October 20th. If the 20th lands on a Saturday, Sunday or a national holiday, the deadline will move to the preceding Friday. **The County** content will be uploaded to Podio, a customized software program, to be established for **The County** by **CP**. Training on its use will be provided by a **CP** representative. **The County** will provide a list, with email addresses, to **CP**, of all staff it wishes to be included as users in the project management portal.

**Inclusion of County Submitted Work:**

Any content not submitted by **The County** on time, on or before the stated deadline, will not be included in the upcoming magazine. If content is not submitted properly it may not be seen by **CP** and therefore will not appear in the upcoming magazine. **CP** desires to put as much county news as possible in **The County** pages and will make every effort to fit everything in the space allotted for county news. **The County** will have one (1) page for a Commissioner's Message and an additional minimum of five (5) pages and a maximum of seven (7) pages dedicated to County News. If there is additional content that will not fit, a County representative will need to make decisions on what content to include and what content to exclude in a given publication. Advertising will be spread throughout the county pages and also be included on the website news pages, hosted by **CP**, where space allows.

**Calendar of Events:**

There will be included in each issue, a Calendar of Events. This may include events from local schools, community centers and County sponsored events as well as other fun activities provided by outside sources in the community and surrounding areas. **CP** will seek to include all upcoming County events in this section as **The County** provides these events to **CP**. This calendar will be a minimum of 1 page and a maximum of 4 pages depending on the time of year and volume of calendar items.

**Approval for Print:**

**The County** has 48 hours to approve and make adjustments to the **PUBLICATION** after receiving a PDF proof of the **PUBLICATION**. The County shall make adjustments, if any, to the **PUBLICATION** through adobe proofing software or similar software online, (training on how to make edits will also be provided by **CP**). **The County** shall name a designated representative below who will have the final say in approving the magazine upon completion of the Forty-Eight (48) hour approval period. This approval can be given via email, phone call or text message to an executive of **CP** or their designee.

Designated Representative: \_\_\_\_\_

For **CP**:

For **The County**:

By: \_\_\_\_\_

By: \_\_\_\_\_

Ryan Spelts,

\_\_\_\_\_

Connection Publishing, CEO

Weber County, Representative