

**MINUTES**  
**WEBER COUNTY COMMISSION**  
Tuesday, August 28, 2018 - 10:00 a.m.  
Commission Chambers, 2380 Washington Blvd., Ogden, Utah

*In accordance with the requirements of Utah Code Annotated Section 52-4-203, the County Clerk records in the minutes the names of all persons who appear and speak at a County Commission meeting and the substance "in brief" of their comments. Such statements may include opinion or purported facts. The County does not verify the accuracy or truth of any statement but includes it as part of the record pursuant to State law.*

**WEBER COUNTY COMMISSIONERS:** James "Jim" H. Harvey, James Ebert, and Scott K. Jenkins.

**OTHER STAFF PRESENT:** Ricky D. Hatch, County Clerk/Auditor; Christopher Crockett, Deputy County Attorney; and Fátima Ferneliuss, of the Clerk/Auditor's Office, who took minutes.

- A. WELCOME** – Chair Harvey
- B. INVOCATION** – Shelly Halacy
- C. PLEDGE OF ALLEGIANCE** – Stacy Skeen
- D. THOUGHT OF THE DAY** – Commissioner Jenkins

**E. PUBLIC COMMENTS:**

--Kerry Wayne, of Marriott-Slaterville, spoke about the county being financially responsible and expressed concern with a recent Standard Examiner article about a 75-yr. old whose property taxes are making it impossible for him to live on his fixed income. Mr. Wayne has a Master's Degree in Business/Human Resources and was shocked that former Commissioner Gibson received a retirement incentive cash payout of about \$65,000. He referred to the retirement contracts on today's agenda receiving almost \$180,000 of benefits and wants that policy changed. Commissioner Ebert stated that two years ago the county implemented a 5-year phase-out to eliminate that liability. When he came into office that liability was about \$30 million and Scott Parke, County Comptroller, and Ricky Hatch, County Clerk/Auditor, had expressed concerns.

--Neal Hansen, of Ogden, echoed the previous speaker's comments. He opposes paying out a cash lump sum to elected officials, especially when they go to another government agency and receive another health benefit there. The current county policy requires that if a person has insurance after he leaves, that money needs to be repaid. Commissioner Jenkins stated that the lump sum payout policy started after 2013 impacting a small group of elected officials. Corrective action will be taken today.

--Jim Carter, of Roy, who retired from the county, asked if he could cash out his retirement benefits. He has Parkinson's Disease and it is a financial burden. Commissioner Ebert acknowledged people's challenges, but decisions made 20 years ago are having unwitting exponential financial consequences for the county and are unsustainable. Item G.1 finishes the action previously started to address post-retirement benefits. The county will give a certain period of time for those employees to make financial adjustments in their life as they prepare for retirement, rather than cutting them off today.

--Randy Winn, of North Ogden, totally supports the first two speakers on the benefits. He wonders why it takes until 2026 to rectify this but appreciates that the commissioners are fixing it. He also supports a 5-member council, believing that it is too much power in too few hands. He stated that the Commission is not in a wealthy community and the commissioners earn in the top pay tier. Commissioner Jenkins referred to the meeting prior to this one with affected elected officials on the current policy, and they were informed of the changes. He noted the difficulty because many were planning on the benefits they had been hired under. Commissioner Ebert noted that this is an administrative policy, not legislative action, that allows the elected officials discussion, and the elected officials agree with the public. Initial action was taken two years ago as they addressed it with the employee policy change, and they had been under the assumption that it applied to elected officials. However, recently when an elected official left the county, it became apparent that it did not, and immediate action started.

**F. CONSENT ITEMS:**

1. Warrants #1530-1532 and #431318-431526 in the amount of \$393,750.90.
2. Purchase orders in the amount of \$121,938.83.
3. Minutes for meeting held on August 21, 2018.
4. Surplus a 2003 White Ford Escape from the Weber-Morgan Health Department.
5. County Tax Review Committee request to waive taxes, penalty & interest for 2016, 2017 for Lions Club, a tax exempt entity.
6. Request from Weber County Tax Review Committee to refund \$831.63 for Parcel Number 06-198-0016.
7. Addendum to Commercial Lease with Paper Lantern Investments, LLC/dba Bean-a-Colada Coffee Café-Main Library.
8. Addendum to Commercial Lease w/Paper Lantern Investments, LLC/dba Bean-a-Colada Coffee Café-Pleasant Valley.
9. Addendum to Commercial Lease with Paper Lantern Investments, LLC/dba Bean-a-Colada Coffee Café-SWB.
10. Retirement Agreements: Frosty McWilliams, Lisa Meiners, Lonnie Eskelson

Commissioner Ebert Jenkins moved to approve the consent items. Commissioner Jenkins recused himself from item #5. Chair Harvey entertained a substitute motion to adopt all the items except #5. Commissioner Ebert moved to approve all the consent items with the exception of #5; Chair Harvey seconded.

Commissioner Ebert – aye; Commissioner Jenkins – aye; Chair Harvey – aye

Commissioner Ebert moved to approve item #5; Chair Harvey seconded.

Commissioner Ebert – aye; Chair Harvey – aye

## G. ACTION ITEMS:

### 1. **INSURANCE & RETIREMENT BENEFITS POLICY 4-300 FROM WEBER COUNTY HUMAN RESOURCES DEPARTMENT.**

Sarah Swan, Administrative Services Director, stated that the bulk of the policy has not changed but it now contains the 5-year post-retirement health insurance phase-out in writing. The major change is an elected official provision. In a 6/2018 Commission meeting when former Commission Gibson's retirement agreement was approved she believed he would not receive the health benefits because per county policy when employees retire and go to another agency with health insurance at less than \$200/month they have to cancel their benefits with the county. Ms. Swan assumed Mr. Gibson would cancel those benefits. However, she discovered that there was an elected official provision put in place in 10/2014 that was not in the Human Resources Manual and which practice is not equitable across all employees, and she started working immediately with the County Attorney's Office to remedy it. In this amendment, anyone taking office hereafter will receive no benefit greater than any other employee. Current elected officials retiring before 12/31/2021 have the same 5-year phase-out for employee health insurance, or the cash out option. Qualified elected officials who retire or leave office after 12/31/2021 will receive a 5% reduction each year after 2021 until 12/31/2026. She stated that elected officials have the option of taking the medical insurance but they do not have to take the cash payout and can decline the benefit entirely. The commissioners support moving forward. They have been trying to correct issues since 2008 and creating equity. The 5-year post-retirement health insurance benefits had been in place for years. Beginning with 12/31/2021 benefits will start reducing and be completely eliminated by 12/31/2026, and the county started the 5-year phase-out when the problem was discovered. Mr. Crockett clarified that to qualify for the benefit, employees had to be employed prior to 2008. Chair Harvey noted that the county is taking responsibility.

Commissioner Jenkins moved to approve Weber County Human Resources Policy 4-300, Insurance and Retirement Benefits; Commissioner Ebert seconded.

Commissioner Ebert – aye; Commissioner Jenkins – aye; Chair Harvey – aye

Commissioner Ebert stated that he'd like to change his previous vote to abstain due to possible conflict of interest and the Chair recognized it and stated that the motion still carried.

### 2. **POLICIES FROM WEBER COUNTY HUMAN RESOURCES DEPARTMENT: 4-500 RETURN TO WORK, 4-400 WORKERS COMPENSATION & 14.1 VEHICLE USE MAINTENANCE**

This item was held.

### 3. **RESOLUTION APPOINTING A MEMBER TO LITTLE MOUNTAIN SERVICE DISTRICT – RESOLUTION 41-2018.**

Stacy Skeen, of the Commission Office, stated that there are four vacancies and the notice process was followed according to State statute. One application was received from current member Randall Runolfson.

Commissioner Jenkins moved to adopt Resolution 41-2018 reappointing Randy Runolfson to the Little Mountain Service District through 12/31/2020; Commissioner Ebert seconded.

Commissioner Ebert – aye; Commissioner Jenkins – aye; Chair Harvey – aye

### 4. **RESOLUTION APPOINTING A MEMBER TO THE CENTRAL WEBER SEWER IMPROVEMENT DISTRICT – RESOLUTION 42-2018.**

Stacy Skeen, of the Commission Office, noted that the District declared a mid-term vacancy left by former Commissioner Gibson.

Commissioner Jenkins moved to adopt Resolution 42-2018 appointing Commissioner James Ebert to the Central Weber Sewer Improvement District through 12/31/2018; Chair Harvey seconded.

Commissioner Ebert – abstained; Commissioner Jenkins – aye; Chair Harvey – aye

### 5. **RESOLUTION RE-APPOINTING MEMBERS TO THE RECREATION, ARTS, MUSEUMS AND PARKS BOARD (RAMP) – RESOLUTION 43-2018.**

Shelly Halacy, of the Commission Office, recommended the following: appointing Danette Pulley as Advisory Board Chair, Anny Parry as Arts and Museums Committee Chair, reappointing Maresha Bosgieter as Recreation and Parks Committee Chair, Steve Crane to the Advisory Board and the Arts and Museums Committee and Jeremy Dunn to the Advisory Board and Recreation and Parks Committee.

Commissioner Jenkins moved to adopt Resolution 43-2018 appointing/reappointing the following to RAMP: Danette Pulley as Advisory Board Chair, Anny Parry as Arts and Museums Committee Chair, and reappointing Maresha Bosgieter as Recreation and Parks Committee Chair, all for 1-year terms beginning October 1, 2018; and reappointing Steve Crane to the Advisory Board and the Arts and Museums Committee, and Jeremy Dunn to the Advisory Board and Recreation and Parks Committee, both for 3-year terms beginning October 1, 2018; Commissioner Ebert seconded.

Commissioner Ebert – aye; Commissioner Jenkins – aye; Chair Harvey – aye

**6. BYLAWS FOR THE OGDEN MUSICAL THEATRE.**

Christopher Crockett, Deputy County Attorney, stated that it is helpful to create bylaws when an advisory group is formed, and he presented the bylaws for the Musical Theatre.

Commissioner Ebert moved to approve the bylaws for Ogden Musical Theatre; Commissioner Jenkins seconded. Commissioner Ebert – aye; Commissioner Jenkins – aye; Chair Harvey – aye

**7. CONTRACT WITH THE DICIO GROUP FOR A PUBLIC RELATION, MARKETING & COMMUNICATION CONSULTANT.**

Christopher Crockett, Deputy County Attorney, noted that at the expiration of the contract with Dicio an RFP was issued and Dicio scored the highest. The term is 1-year with payment up to \$95,000, with an option to extend up to three additional years. Commissioner Ebert referred to Dicio's presentations on the past year's accomplishments. The county competes against diverse entities and there are companies here from all over the world. He said that a need was identified early on for branding, marketing and better communication, and there has been tremendous success in the past year. Commissioner Jenkins has come to see the great value of this group since becoming a commissioner. Chair Harvey spoke of the effectiveness of this contract versus hiring staff.

Commissioner Jenkins moved to approve the contract with The Dicio Group for a public relation, marketing and communication consultant; Commissioner Ebert seconded.

Commissioner Ebert – aye; Commissioner Jenkins – aye; Chair Harvey – aye

**8. CONTRACT WITH EPIC ENGINEERING, P.C., FOR SWPPP INSPECTION SERVICES.**

Jared Andersen, County Engineer, stated that this and the next item are for stormwater prevention pollution plan inspections services. These items went through the procurement process and will be used on an as needed basis.

**9. CONTRACT WITH J-U-B ENGINEERS, INC., FOR SWPPP INSPECTION SERVICES.**

Commissioner Jenkins moved to approve the contract with EPIC Engineering, P.C., for SWPPP inspection services; Commissioner Ebert seconded.

Commissioner Ebert – aye; Commissioner Jenkins – aye; Chair Harvey – aye

Commissioner Ebert moved to approve the contract with J-U-B Engineers, Inc., for SWPPP inspection services; Commissioner Jenkins seconded.

Commissioner Ebert – aye; Commissioner Jenkins – aye; Chair Harvey – aye

**10. AMEND AND REINSTATE THE ZONING DEVELOPMENT AGREEMENT, PREVIOUSLY APPROVED AS CONTRACT #2012-230, WHICH AFFECTS APPROXIMATELY 174 ACRES, LOCATED AT APPROXIMATELY 3300 N WOLF CREEK DRIVE. THE REQUEST IS THAT WEBER COUNTY CONSIDER REINSTATING THE AGREEMENT AND EXTEND THE PROJECT COMPLETION DATE (10 YEARS) TO JUNE 30, 2028.**

Steve Burton, of the County Planning Division, stated that this is a request by the Eden Valley Development, LLC, for an extension of the prior agreement which allowed the developer to develop 96 lots in Ogden Valley within five years, but which has expired because he did not complete it within that time. This amendment allows completion in 10 years and the developer is proposing an emergency access easement and a public trail easement to his property. On 5/22/2018 the Ogden Valley Planning Commission recommended renewing the agreement for 10 years, expiring on 6/30/2028, including the condition that to enhance public safety the applicant must provide the temporary emergency easement and pedestrian trail through the subject property as shown within the Development Agreement exhibit and based on the following findings: 1) the amendment and reinstatement will promote public health, safety and welfare by guaranteeing that a secondary access is provided for the greater Wolf Creek Resort community residents; 2) that the amendment will not negatively impact the general area or surrounding properties and uses, and 3) the Development Agreement appropriately contains an expiration date due to the zoning change as part of this Agreement. The road surface of the temporary easement is required to meet the Weber County Fire District's standards until the remaining development occurs and results in a fully improved street and pedestrian trail. The developer is required to improve the emergency access easement within six months from the time the extension and reinstatement are granted by the County Commission. The density remains the same. The developer was present and did not have any comments.

Commissioner Jenkins moved to amend and reinstate the Zoning Development Agreement, previously approved as Contract 2012-230, which affects approximately 174 acres, at approximately 3300 N Wolf Creek Drive, extending the project completion date (10 years) to June 30, 2028; Commissioner Ebert seconded.

Commissioner Ebert – aye; Commissioner Jenkins – aye; Chair Harvey – aye

**H. PUBLIC HEARINGS:**

**1.**

Commissioner Ebert moved to adjourn the public meeting and convene the public hearings; Commissioner Jenkins seconded.

Commissioner Ebert – aye; Commissioner Jenkins – aye; Chair Harvey – aye

2. **PUBLIC HEARING TO DISCUSS AND TAKE ACTION ON A PROPOSAL TO AMEND THE FOLLOWING SECTION OF WEBER COUNTY CODE: STANDARDS FOR DETACHED SINGLE-FAMILY DWELLINGS (TITLE 108, CHAPTER 15) TO ADD STANDARDS FOR SINGLE FAMILY DWELLINGS WITH SECONDARY KITCHENS.**

Ronda Kippen, of the County Planning Division, stated that a lot of homes have secondary kitchens, which the county has allowed with a policy that the owner/developer sign a second kitchen covenant to prevent duplexes where not zoned. This is a staff initiated amendment to comply with HB 232 from the last legislative session—when evaluating building permits, the county will now require a second kitchen covenant. Both Planning Commissions heard this item and recommend approval.

3. **PUBLIC HEARING TO CONSIDER/TAKE ACTION ON A REQUEST TO VACATE A PUBLIC UTILITY & DRAINAGE EASEMENT LOCATED ALONG THE WEST PROPERTY LINE OF LOTS 33-43, COUNTRY MEADOWS SUBDIVISION.**

Steve Burton, of the County Planning Division, noted that this item was tabled from last month when Mr. Rowe, the applicant, requested the vacation. A Roy City employee had requested at that time to either vacate the entire easement or not at all. Mr. Rowe went to each of the lot owners on his block and they signed as requestors to vacate their easements also. This vacates a 7-foot easement for lots 33-43. There is no drainage there. Staff recommends the vacation.

4. Public comments: Chair Harvey invited public comments on the public hearings and none were offered.

5.

Commissioner Jenkins moved to adjourn the public hearings and reconvene the public meeting; Commissioner Ebert seconded.

Commissioner Ebert – aye; Commissioner Jenkins – aye; Chair Harvey – aye

6. **ACTION ON PUBLIC HEARINGS:**

**H.2-STANDARDS FOR DETACHED SINGLE-FAMILY DWELLINGS (TITLE 108, CHAPTER 15) TO ADD STANDARDS FOR SINGLE FAMILY DWELLINGS WITH SECONDARY KITCHENS – ORDINANCE 2018-12.**

Commissioner Ebert moved to adopt Ordinance 2018-12 amending the Weber County Code Title 108, Chapter 15, Standards for Detached Single-Family Dwellings to add standards for single family dwellings with secondary kitchens; Commissioner Jenkins seconded.

Commissioner Ebert – aye; Commissioner Jenkins – aye; Chair Harvey – aye

**H.3-VACATE PUBLIC UTILITY & DRAINAGE EASEMENT, COUNTRY MEADOWS SUBDIVISION – ORDINANCE 2018-13.**

Commissioner Ebert moved to adopt Ordinance 2018-13 vacating a public utility and drainage easement located along the west property line of lots 33 through 43 of Country Meadows Subdivision; Commissioner Jenkins seconded.

Commissioner Ebert – aye; Commissioner Jenkins – aye; Chair Harvey – aye

**I. COMMISSIONER COMMENTS:** Chair Harvey reported that a developer was very complimentary of Planning staff.

Mr. Crockett said that regarding item G.1 on the request to abstain from voting on the matter there is a procedure to be followed. He outlined the applicable provisions in the rules of procedure including that a motion to reconsider must occur first, then the commissioner who has a conflict has to declare it and the majority of the other commissioners have to consent. The motion must occur today and it can only be made by a commissioner who voted in the majority in the original motion. He also outlined the subsequent procedure when seeking recusal.

Having voted in the affirmative, Commissioner Jenkins moved to reconsider the actions on item G.1, Weber County Human Resources Division Policy 4-300, Insurance & Retirement Benefits; Chair Harvey seconded.

Commissioner Ebert – aye; Commissioner Jenkins – aye; Chair Harvey – aye

Commissioner Jenkins moved to approve item G.1, Insurance & Retirement Benefits Policy 4-300; Chair Harvey seconded. Commissioner Ebert recused himself. Commissioners Jenkins and Harvey consented to the recusal.

Commissioner Jenkins moved to approve item G.1; Chair Harvey seconded. Commissioner Ebert recused himself. Commissioner Jenkins – aye; Chair Harvey – aye

**J. ADJOURN:**

Commissioner Ebert moved to adjourn at 11:20 a.m.; Commissioner Jenkins seconded.

Commissioner Ebert – aye; Commissioner Jenkins – aye; Chair Harvey – aye

Attest:

---

James “Jim” H. Harvey, Chair  
Weber County Commission

---

Ricky D. Hatch, CPA  
Weber County Clerk/Auditor

8/28/2018

## **PROFESSIONAL SERVICES AGREEMENT FOR A PUBLIC RELATIONS, MARKETING, AND COMMUNICATIONS CONSULTANT FOR WEBER COUNTY**

This Agreement is made and entered into by and between Weber County, a body politic and corporate and political subdivision of the State of Utah ("County"), and The Dicio Group ("Dicio"), with its principle place of business located at 10 West 100 South #611, Salt Lake City, Utah 84101. The two shall collectively be referred to as "Parties" and individually as "Party."

**WHEREAS**, the County previously issued a request for proposals ("RFP") relating to public relations, marketing, and communication services; and

**WHEREAS**, after reviewing the proposals submitted by various firms, the County has chosen Dicio to provide such services upon the terms and conditions contained herein; and

**WHEREAS**, the County and Dicio have determined that this Agreement is mutually beneficial to both;

**NOW THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties agree as follows:

### **Article 1. Scope of Work**

- 1.1 Dicio will serve as a non-exclusive, full service branding, marketing, media, and communications consultant for the County. Dicio will implement a communications plan as specified in its response to the RFP. That response is attached as "Exhibit A" and incorporated as part of this Agreement. All work under the communications plan shall be completed in a professional manner in accordance with guidance and approval received by the County.
- 1.2 It is anticipated that Dicio will meet weekly with members of the Weber County Commission to provide updates as to the implementation and progress of the communications plan. During these meetings, Dicio will receive direction and content approval for communications on behalf of the County. As necessity dictates, the Parties may mutually agree to adjust weekly meeting schedules to account for any scheduling conflicts and emergency situations. In no event, shall the Parties go more than two weeks without meeting.
- 1.3 Dicio, as part of the requirements under the communications plan, will be available to provide proactive and crisis communications on behalf of the County. As such, the County will identify a liaison for Dicio to work with in order to receive direction and content approvals during situations where time is of the essence and communications on behalf of the County are necessary prior to a regular scheduled weekly meeting.
- 1.4 Dicio will also work with various County departments as specified in the communications plan.

- 1.5 At the end of each year this Agreement is effective, Dicio will present an annual update before the County Commission during one of its regularly scheduled commission meetings. The Parties may agree to have Dicio provide additional updates at commission meetings during the term of this Agreement.

#### **Article 2. Effective Date and Duration of Agreement**

- 2.1 This Agreement shall have an effective date of August 1, 2018. The term of this Agreement shall be for minimum of one year. This Agreement will renew automatically every year for a total of three years unless terminated by either party prior to each anniversary of the effective date.

#### **Article 3. Employment Status and Compensation**

- 3.1 Dicio shall be an independent contractor under this Agreement. As such, it shall be solely responsible for all taxes associated with compensation paid to it, including all taxes and professional licensing fees.
- 3.2 County shall pay terms Dicio up to \$95,000 annually for each year of work completed and invoiced in accordance with the pricing listed in Exhibit A.
- 3.3 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 under the communications plan.
- 3.4 The Parties may agree for Dicio to perform additional work in accordance with the hourly compensation amounts specified in Exhibit A, and as approved by an amendment to this Agreement.

#### **Article 4. Indemnification and Insurance**

- 4.1 Dicio shall maintain the following insurance coverage: general commercial liability coverage with no less than \$1,000,000 per occurrence. Dicio shall provide County with a certificate of insurance verifying coverage at the time this Agreement is returned. Dicio shall maintain the insurance policy during the term of the Agreement, and for a minimum of one year after termination of this Agreement.
- 4.2 Dicio will indemnify, defend, and hold harmless County and its agents, directors, officers, and employees from and against all suits, losses, damages, causes of action or claims (including attorney fees and costs) that may be based on any injury to persons or property that is the result of a breach of any obligation in this Agreement or an error, omission, or negligent act of Dicio or any person employed by Dicio or acting on Dicio's behalf.

## **Article 5. County's Right to Terminate**

- 5.1 This is a nonexclusive agreement and the County reserves the right to terminate this Agreement for good cause upon 30 days written notice to Dicio. For purposes of this agreement, termination for good cause shall be based on an objective, good faith reason supported by facts reasonably believed by the County to be true. Dicio shall be compensated for all work performed prior to the effective date of any termination for cause.

## **Article 6. Miscellaneous Provisions**

- 6.1 **Enforcement of Terms.** Failure by either party to this Agreement at any time or from time to time 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.
- 6.2 **Governing Law.** This Agreement shall be governed in all respects, except its provisions for conflicts of laws, by the laws of the State of Utah.
- 6.3 **Entire Agreement.** This Agreement supersedes and cancels all prior agreements, if any, between the parties. Any future amendments to this agreement, such as changes to the communications plan and/or compensation rate, shall be made in writing and signed by both parties.
- 6.4 **Titles and Subtitles.** The titles and subtitles used in this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement.
- 6.5 **Notices.** All notices and other communications hereunder shall be in writing and shall be mailed by registered or certified mail, postage prepaid, to the parties hereto at their respective addresses specified herein, subject to the right of either party to change its address by written notice.
- |                            |                                 |
|----------------------------|---------------------------------|
| Dicio                      | Weber County                    |
| Attn: Sasha Clark          | Attn: Commissioner Jim Harvey   |
| 10 West 100 South #611     | 2380 Washington Blvd. Suite 360 |
| Salt Lake City, Utah 84101 | Ogden Utah, 84401               |
- 6.6 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 6.7 **Assignment.** The rights and obligations of Dicio shall not be assigned to a third party without prior written consent of County. Otherwise, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
- 6.8 **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.

- 6.9 Authority. The individuals executing this Agreement represent and warrant that they have full legal power and authority to enter into this Agreement described herein.
- 6.10 Work Product. Any and all final work product created under the communications plan shall be the sole property of the County.

Dated this 28 day of August, 2018.

BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY

By   
James H. "Jim" Harvey, Chair

Commissioner Ebert voted ✓  
Commissioner Harvey voted ✓  
Commissioner Jenkins voted ✓

ATTEST:

  
Ricky Hatch, CPA  
Weber County Clerk/Auditor



ACKNOWLEDGEMENT OF THE DICIO GROUP

Dated this 28 day of August, 2018.

By Sasha Clark  
The Dicio Group

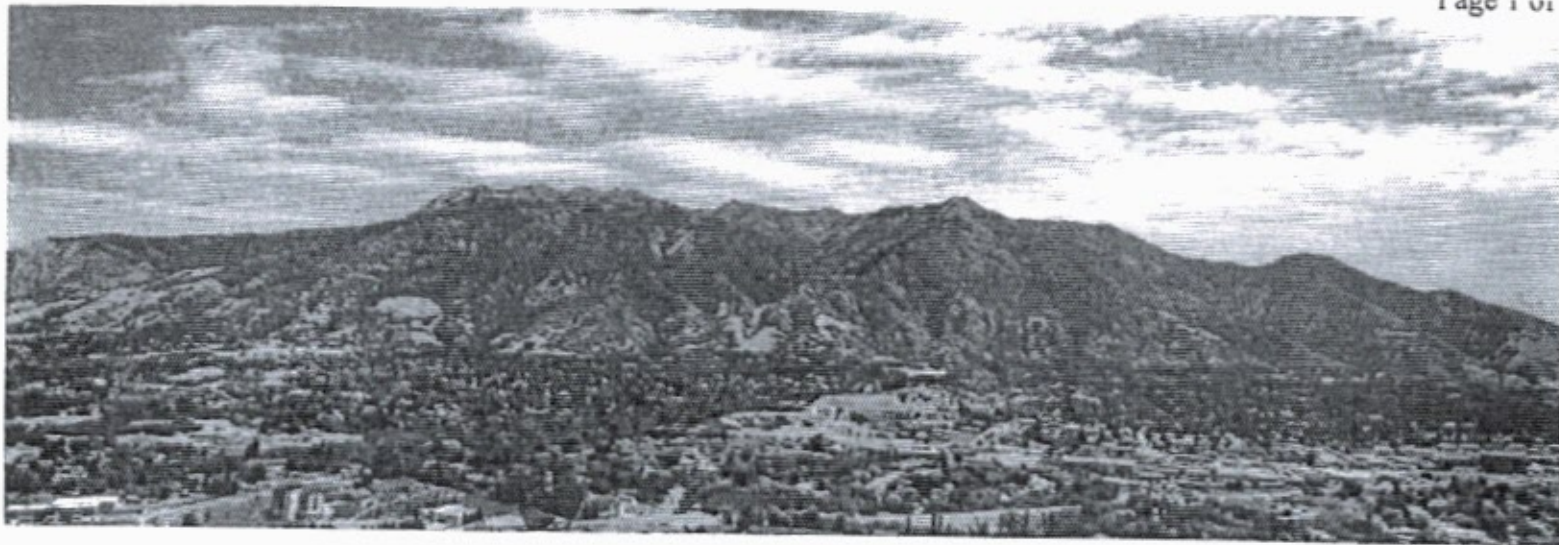
State of Utah            )  
                                  ) ss:  
County of Weber        )

On the 28th day of August, 2018 appeared before me Sasha Clark, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity as a duly appointed representative and agent of The Dicio Group.

Katie Jane Stryker  
Notary Public







# **THE DICIO GROUP PARTNERS WITH WEBER COUNTY**

Response to Public Relations,  
Marketing and Consulting Firm RFP

# TABLE OF CONTENTS

Executive Summary .....	01
Qualifications Responses .....	02-04
Communications Plan .....	05-06
Staffing and Resumes .....	07-08
Fees/Budget .....	09-10
Cost Proposal Form .....	11
References .....	12

# EXECUTIVE SUMMARY

The Dicio Group is excited to continue to work as a communications partner with Weber County. Together we will build upon an already successful strategic communications plan that encompasses social media, digital marketing, #WinninginWeber branding, proactive press, videos and graphic design.

Using relevant social media channels, digital communications platforms and other creative mediums, we will further spread the #WinninginWeber message. With the average adult spending over one hour on their social media accounts daily, we will post content and manage analytics to ensure the subject matter resonates with Weber County constituents.

The Dicio Group will continue to be a readily available and a proactive partner to all of the Weber County departments and subsidiary groups. Our account manager and creative team will gather material from each of these organizations and weave their accomplishments and strategy into the #WinninginWeber brand. From concept to final product, we will work to provide high quality videos, images and communication strategy.

In addition, we will continue to build relationships with local media. Through our monthly meeting with the Standard Examiner publisher and our vast relationships with other Utah press outlets, we will continue to proactively push Weber County's message. Our writer will oversee your press releases while also authoring op-eds and letters to the editor.

We are committed to the success of Weber County. We understand the importance of being able to effectively communicate with the people you represent. As you read through this, we look forward to hearing your thoughts and feedback. Weber County residents deserve strong communication from their county commission and we are excited to continually provide our expertise.

## Social Media Case Studies

### WEBER COUNTY

Facebook Growth .....	45% over one year
Instagram Growth .....	73% over one year
Twitter Growth .....	303% over one year

### SAN JUAN COUNTY

Facebook Growth .....	65% over one year
Instagram Growth .....	103% over one year

### BOX ELDER COUNTY

Facebook Growth .....	94% over two months
Instagram Growth .....	55% over two months

# QUALIFICATIONS RESPONSES

## Communications Strategy Case Studies

### #WinninginWeber

Over one year:

Impressions: 9.6 million impressions with 2,632 posts by 246 different users.

Videos created: 42 staged videos, 23 live videos

Graphics made: Countless

Countless national and local press articles and interview secured

### #SanJuanStrong

Over one year:

Impressions: 4.5 million impressions with 1,564 posts by 123 different users.

Videos created: 26 stages videos, 23 live videos

Graphics made: Countless

Countless national and local press articles and interview secured

### #OutoftheBox

In its two months of conception it achieved:

Impressions: 784,562 impressions

Videos created: 4 staged videos

Graphics made: 26

## Other

- 300+ hours of graphic design each year
- 300+ hours of videography and editing each year
- 300+ hours of strategy and technical writing each year
- 24/7 availability for crisis communications
- Provide, house and maintain a minimum of 30,000 email addresses of Weber County residents
- Videography equipment including mics, drones, and current licenses
- Weekly meetings with Commissioners and executive staff
- A comprehensive Utah press list
- Website hosting and creation
- Social media tracking software
- Press monitoring software



# COMMUNICATIONS PLAN

## Overview

The Dicio Group will continue to meet weekly with the Weber County Commissioners. We will also continue to reach out monthly to the various department heads and community partners to ensure Weber County's communications platforms are publishing content to further their individual goals while integrating Weber County's brand.

## Social Media, Videography and Graphic Design

The Dicio Group will continue to provide an unlimited number of videos and graphics to fulfill the needs of Weber County executive staff. Our social media strategy will continue to engage, advertise and provide transparency to constituents. Using intriguing graphics, videos and best practices, our focus will be on expanding our reach within Weber County, across the state and the country.

## #WinninginWeber Integration and Weber County's Economic Development

In year two of #WinninginWeber, we look forward to further integrating the hashtag and its meaning by creating digital billboards, bumper stickers, window decals and community posters. In coordinating with the economic development plan and its partners, we will secure material highlighting the culture, growth, and investment opportunities Weber County has to offer. We will continue our focus on highlighting existing Weber County businesses and further recruiting the aerospace, outdoor and manufacturing industries.

## Proactive and Crisis Communications

As it has in the past, the Dicio Group will remain constantly available should a crisis communications situation arise. Press lists, social platforms, videography equipment and email channels are maintained so they are ready at a moments notice. Regarding proactive communications, the Dicio Group will continue to look for opportunities to secure positive press coverage for the Weber County Commissioners, departments and residents.

## Assumptions

To the best of their ability, The Dicio Group will work to ensure all deadlines are met given that information and approval on projects is provided by Weber County officials in a timely manner.

This proposal is year two of a long term marketing and communications proposal which will increase in scope and budget as it progresses.

Budget is managed at the discretion of The Dicio Group.

## Weber County Responsibilities

As the Dicio Group is already managing Weber County's social media pages, email platforms and vast videography and photography library, Weber County's responsibilities are already complete.

## Clients

- Sen. Orrin Hatch
- Former Presidential candidate, Mitt Romney
- Congresswoman Mia Love
- Sen. John McCain
- Sen. Ted Cruz
- Weber County
- San Juan County
- Box Elder County

## Account Manager/Social Media, Marketing, and Press Director- Sasha Clark

- Assisted by Natalie Callahan and Braden Seegmiller
- Develop marketing and advertising concepts
- Manage relevant relationships
- Oversee creation of marketing and advertising content
- Oversees advertising placement (Digital, Print, Radio)
- Secure positive media coverage
- Act as county spokesperson
- Proactively engage media
- Develop social media plan
- Oversee execution of social media plan
- Track impressions, engagements

# STAFFING AND RESUME

## Graphic Designer and Videographer Taylor Everett, Chris Coca

- Extensive knowledge of traditional and trending design principles
- Extensive knowledge of design and editing software
- Access to top of the line videography equipment, mics and drones
- Makes technical decisions regarding such elements as appropriate lighting, shooting angle and placement and type of microphone
- Fast turn around time to ensure relevancy
- Extensive creative skill in visualizing and shooting concepts effectively.

## Copywriter - Shannon Havlicak

- Ability to write in different styles and mediums
- Extensive knowledge of AP style, correct grammar, and word usage
- Understands functions of SEO, HTML and CSS
- Understands how to write for social media

# FEES AND BUDGET TOTAL: \$95,000

## Manage budget

- Oversee and create marketing and advertising strategies
- Manage and execute team deadlines
- Manage social media channels
- Oversee branding
- Public relations
- Manage and utilize texting and email lists
- \$50 per hour/25 hours per week

Total: \$57,500 per year

## Videos

- 35 videos per year
- \$560 per video
- Consulting Rate \$0

Total: \$19,500 per year

## Graphic Design

- Social Media Graphics
- Logo Options
- Email Graphics
- Misc. Graphics

Total: Up to \$600 per month/\$7,200 per year

## FEES AND BUDGET TOTAL: \$95,000

### Copywriting

- \$30 per hour
- Writing press releases, op-eds, letters to the editor & newsletters
- Approx. 4 hours per week

Total: \$500 per month/ \$6,000 per year

### Email and Social Media Budget

The Dicio Group, with direction from the Weber County Commissioners, will spend this budget on geo-targeted social media promotion

Email Hosting: 30,000 emails/ 4 emails per month- \$200-\$400 per month

Total: \$400 per month/ \$4,800 per year

# COST PROPOSAL FORM

Company Name: The Dicio Group

1. List the name, job title and hourly rate for any proposed personnel. Also include the approximate percentage of project to be performed by each person:

NAME	TITLE	COST
Sasha Clark	Account Manager, PR Coordinator	\$50 / hour / 30%
Natalie Callahan	Marketing Coordinator	\$50 / hour / 30%
Taylor Everett	Creative Director/Graphic Designer	\$50 / hour / 15%
Chris Coca	Videographer	\$50 / hour / 10%
Braden Seegmiller	Social Media Manager	\$30 / hour / 30%
Shannon Havlicak	Copywriter	\$30 / hour / 30%

TOTAL AVERAGE \$ / HOUR ..... \$43

TOTAL PROJECT COST ..... \$95,000

2. Provide expected reimbursable expenses and rates associated to them. Specify if the rate is hourly, daily, etc.

Expense: \_\_\_\_\_ N/A \_\_\_\_\_ \$ \_\_\_\_\_  
Expense: \_\_\_\_\_ \$ \_\_\_\_\_  
Expense: \_\_\_\_\_ \$ \_\_\_\_\_  
Expense: \_\_\_\_\_ \$ \_\_\_\_\_

Any deviation from this format may result in disqualification for proposal

## REFERENCES

### **Jonathan Johnson**

Overstock Board Member, President of Medici Ventures

Email: [jjohnson@overstock.com](mailto:jjohnson@overstock.com)

Phone: 801-580-6277

### **Bruce Adams**

San Juan County Commissioner

Email: [bbadams@sanjuancounty.org](mailto:bbadams@sanjuancounty.org)

Phone: 435-459-1351

### **Randy Elliott**

Davis County Commissioner

Email: [randyelliott@daviscountyutah.gov](mailto:randyelliott@daviscountyutah.gov)

Phone: 801-372-9343

### **Chuck Warren**

CEO of Silver Bullet LLC

Email: [warren65@gmail.com](mailto:warren65@gmail.com)

Phone: 702-343-5774

### **Dave Hansen**

Consultant

Email: [daviddhansen@msn.com](mailto:daviddhansen@msn.com)

Phone: 801-550-3789

Any of the Weber County Commissioners and executive staff