

CONTRACT FOR AGENCY SERVICES
PRESENTED TO

COLUMBIA COUNTY, FLORIDA
A political subdivision of the State of Florida

PREPARED BY

PARADISE ADVERTISING & MARKETING, INC.
SAINT PETERSBURG, FLORIDA

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AGREEMENT

THIS AGREEMENT is made and entered into as of April 15, 2021 by and between Paradise Advertising & Marketing, (hereinafter referred to as "Agency") a Florida Corporation with offices at 150 2nd Avenue North, Suite 800, Saint Petersburg, Florida 33701, and COLUMBIA COUNTY, FLORIDA (hereinafter referred to as the "Client"), a political subdivision of the State of Florida, with offices at 135 N.E. Hernando Ave., P.O. Box 1529, Lake City, Florida 32056-1529.

Agency and Client will collectively be referenced as "Parties" and individually as a "Party." Project details and budgets shall be reflected and mutually agreed to in separate Scope of Work ("SOW") documents, also referred to as either Media Estimates, Media Authorizations, Job Estimates or Job Authorizations (collectively or individually herein referred to as "JA").

WITNESSETH

WHEREAS, the Client desires to contract services available through the Agency; and

WHEREAS, the Agency is qualified and willing to render such services;

WHEREAS, services rendered by Agency for Client are outlined in the Agreement (hereinafter referred to as the "Agency Services");

The Parties hereto agree as follows:

I. TERM

The Client hereby authorizes the Agency to act as its agent in accord with the terms set forth in this Agreement with the first term being effective April 15, 2021 through April 14, 2022. At the sole option of the Client, this agreement may be mutually agreed upon by Parties to be renewed for no more than one (1) additional terms of two (2) years with the additional term in concurrence with the first.

II. ADVERTISING MEDIA

Charges for advertising media placed and work performed by the Agency on behalf of the Client shall be scoped, budgeted, approved, reported, and billed to the Client only as provided by the terms of this Agreement.

III. MEDIA LIABILITY

The Client agrees to assume full financial liability for properly authorized insertions for advertising media space and/or time placed on its behalf by the Agency. Notwithstanding the foregoing, the Agency shall assume liability for all insertions for which the Agency has received payment in full from the Client.

In the event that a publication, media outlet, platform, vendor, and/or station elects not to accept the Agency's standard insertion order which disallows liability for unpaid media charges, the Client agrees to provide the publication and/or station with written confirmation of acceptance of this liability.

IV. MATERIALS AND SERVICES

All charges for advertising, public relations, social media, branding, production, photography, online production, printing, marketing research, direct mail, audiovisual or productions will be estimated, authorized and billed as in progress and on a project basis pursuant to a SOW. Any third-party out of pocket costs shall be noted on JA documents for advanced Client approval, and any such costs incurred by Agency following such approval shall be grossed up x1.1765% and billed to Client to accommodate Agency administrative costs for ongoing vendor negotiations, management and oversight. At times, Agency may determine that a $\pm 10\%$ shall be required for certain creative or brand development projects to accommodate slight variances to more complex jobs and projects. Any desired contingency shall be noted on JA documents for advance Client review and approval.

Client may modify, reject, cancel, or stop any and all plans, schedules, or work in progress at anytime by delivering written notice. In this event, however, Client shall retain sole liability for all commitments made by the Agency prior to such action, and reimburse Agency for all of Agency's charges and expenses for work begun with Client approval.

V. OWNERSHIP OF MATERIALS AND MARKS

All final, as-released materials (.pdf, .mov, .mp4, .jpg) created and/or produced and completed by Agency for Client shall become the property of Client upon receipt by Agency of payment in full for all services rendered by Agency in relation to such materials pursuant to this Agreement. At no point during the Term or upon termination, shall Client receive native artwork files or layered file formats from the Agency unless otherwise agreed upon in advance and in writing by Parties. Unused or unpublished advertising materials, copy, presentations, plans and/or ideas prepared or proposed by the Agency will remain the Agency's property regardless of whether or not the physical embodiment of such items is in the Client's possession in any form. For use of any such items by the Client, the Agency shall be compensated at its prevailing rates.

Agency understands and agrees that Florida's Public Records laws will be applicable to any record placed into the custody of the Client. Exemptions, if any, will be supported by statutory or regulatory provisions as approved by the Florida Legislature and as provided by the Constitution of the State of Florida.

Agency acknowledges that Client is the sole and exclusive owner of Client's protectable intellectual property, including without limitation, trademarks, service marks, trade names and

logos (collectively, the “Client Marks”). Parties acknowledge that Client is solely responsible for legal protection of all Client Marks utilized by the Agency in connection with this Agreement.

Agency agrees that it will not make any use of the Client Marks without Client’s prior written consent. Agency further agrees and acknowledges that it shall not acquire any interest in the Client Marks or the goodwill associated with the Client Marks by virtue of this Agreement or Agency’s use of the Client Marks or of any materials produced under this Agreement. Client hereby reserves all such rights not specifically granted hereunder.

Client acknowledges that Agency is the sole and exclusive owner of Agency’s protectable intellectual property, including without limitation, trademarks, service marks, trade names and logos (collectively, the “Agency Marks”). Client agrees that it will not make any use of the Agency Marks without Agency’s prior written consent. Client further agrees and acknowledges that it shall not acquire any interest in the Agency Marks, or the goodwill associated with the Marks by virtue of this Agreement or Client’s use of the Agency Marks. Agency hereby reserves all such rights not specifically granted hereunder.

VI. SHIPPING

All shipping, express package or express mail charges incurred by the Agency on behalf of the Client shall be billed to the Client at cost (not subject to mark-up.)

VII. TRANSPORTATION, LODGING & MEETING EXPENSES

The Client agrees to reimburse the Agency at cost for all Client-authorized and approved lodging and meeting expenses incurred by members of the Agency's staff while traveling to perform work on behalf of the Client. For avoidance of doubt, this does not include reimbursement for travel to attend TDC or BOCC meetings unless otherwise agreed upon in writing by Parties in advance. This, however, does include travel for conferences, tradeshow outside of the County, and photography and/or videography shoots within the County. Agency shall adhere to all Client lodging, travel and per diem policies, including those restrictions that apply pursuant to the laws of the State of Florida. All Client-authorized and approved out of pocket transportation, lodging, travel, entertainment, or meeting expenses incurred by the Agency on behalf of the Client shall be billed to the Client at net cost (no mark up.) At times, Agency may determine that a ±10% shall be required within the estimate for certain meetings or travel related projects to accommodate slight variances. Any reference for a desired contingency shall be noted on JA documents for advance Client review and approval, and the contingency shall be applied only to actual costs with any deficit billed to Client and any surplus refunded by Agency to the Client.

VIII. COMPENSATION FOR AGENCY SERVICES

a. CLIENT SERVICES

Agency shall conduct all Client Services listed in the Attachment A "Scope of Work" in accordance with the Attachment B “Rate Sheet – Agency Services”, Attachment C “Rate

Sheet – Agency Studio Equipment Services,” and Attachment D “Rate Sheet –In-House Printing and Binding Services” as approved per the annual budget determined by the Client. The annual Client Services fee shall be divided into equal monthly installments and billed monthly to the Client on the first day of the month preceding the month of scheduled services. In addition, monthly retainers shall be constructed for services such as Account Management and Strategy, Public Relations, Social Media Strategy and/or Management, Website Maintenance, etc. All invoices shall be timely paid in accordance with the Prompt Payer Act and County policies.

Parties agree that the Agency Rate Sheets, as presented in Attachments B, C, and D, may change during the Term. Agency shall make Client aware of any change to the Rate Sheets, on an annual basis, or otherwise as necessary. Agency shall review any rate increases in advance with Client for mutual agreeance and Agency shall subsequently provide Client with updated Rate Sheets.

b. MEDIA MANAGEMENT SERVICES

Agency shall conduct all Media Management Services listed in the Attachment A "Scope of Work" per the approved total annual paid advertising and media budget determined by the Client. The Media Management Services annual fee shall be divided into equal monthly installments and billed monthly to the Client on the first day of the month preceding the month of scheduled services. Additional Agency compensation for digital and programmatic media planning, buying, negotiating, trafficking, optimization, analyzing, and reporting, will be estimated and approved by the Client on a project-by-project basis and be included in the media budget. All media buys shall be billed by Agency to Client at gross (calculated at a 15% commission mark-up on net media expenses) unless otherwise agreed upon by Parties in advance and in writing.

Agency shall develop and present media budgets, plans, estimates with insertion schedule for Client review and approval based on approved annual budget parameters. Client shall review, sign and approve all media plans and media budgets, or JAs, before Agency incurs fees or costs for definitive media buy negotiations.

c. PROJECT SERVICES

Agency shall conduct all Client Services listed in the Attached "Scope of Work" in accordance with the Attachment B “Rate Sheet – Agency Services”, Attachment C “Rate Sheet – Agency Studio Equipment Services,” and Attachment D “Rate Sheet – Agency In-House Printing and Binding Services” as approved per the annual budget determined by the Client. Unless mutually agreed to in advance, all projects will be progress billed monthly against the approved estimate with final payments due upon project completion or final delivery. Parties agree that the Agency Rate Sheet may change during the term. Agency

shall review any rate increases in advance with Client for mutual agreeance and Agency shall subsequently provide Client with updated Rate Sheets accordingly. Agency shall make Client aware of any change to the Rate Sheet at a minimum on an annual basis.

Since the County is a tax-exempt entity, Parties agree that any issues relating to taxes should be addressed before a charge is incurred to see if the County's status can reduce actual costs.

All projects, travel, meeting out of pocket or production expenses will be estimated and approved by the Client on a project-by-project or on an as requested basis. Project invoices will be billed to the Client on a monthly basis. For larger creative or productions projects, and provided SOW and JA have been reviewed and approved by Client in advance, Agency may require Client to provide a down payment of 50% up front to commence the project. The remaining 50% would be progress billed monthly against the approved estimate with final payments due upon project completion or delivery. This partial, upfront payment allows Agency to procure vendors, if needed, with advantageous rates and fees for third-party services. At times, Agency may determine that a $\pm 10\%$ shall be required within the estimate for certain projects to accommodate slight variances to more complex jobs and projects. This contingency shall be noted on JA documents for advance Client review and approval and the contingency shall be applied only to actual costs with any deficit billed to Client and any surplus refunded by Agency to the Client. All invoices shall be timely paid in accordance with the Prompt Payer Act and County policies; however, in the event the Agency does not receive payment on or before the specified due date for project commencement, payment will be considered late, and services may be suspended. Parties agree that Client-authorized, approved, and designated third-party costs shall be grossed up 15% by Agency and billed to Client to accommodate Agency administrative costs for ongoing vendor negotiations, vendor contract management and oversight.

d. OTHER

The Agency shall charge a 3% materials fee on all Project Services work to cover a portion of Client communications and ongoing Client project administration expenses such as vendor credit card fees, long distance or international calls, in-house project specific copies, in-house large format printing, in-house binding, color printing for reports or creative presentations, faxes, wire transfers, cashier's check fees, and fluctuating inflation rates on commodity materials, etc. which are specific to doing business with Client, or vendors in accordance with Client activities per approved plans and projects.

IX. GENERAL TERMS

Late invoices are subject to the provisions of the Prompt Payment Act. The effective invoice date is the later date of the date of issuance or the actual date of Client's receipt of the invoice. F.S. §

218.73. The invoice due date shall be 45 days from invoice date, and interest is capped at 1% per month accruing 30 days after that due date, or 75 days after the effective invoice date. F.S. § 218.74. The Client shall have the right to seek clarification, in writing, of any reasonably disputed charge and Agency shall make prompt written response as soon as reasonably possible to ensure invoices can be properly processed.

The Client agrees to hold the Agency harmless for the failure of media or suppliers to properly execute their commitments through no fault of Agency. The Client further agrees to indemnify and hold harmless the Agency against any and all claims for loss, liability, or damages arising out of, or in connection with, work done or to be performed by the Agency for and on behalf of the Client, including the cost of defending any legal action that may be brought or threatened against the Agency arising out of the use of any advertising copy or materials furnished or approved by the Client, except for any loss, liability, or damages caused by Agency's negligence or misconduct.

Since the County is a tax-exempt entity, Parties agree that any issues relating to taxes should be addressed before a charge is incurred to see if the County's status can reduce actual costs.

In the event of litigation between the Parties arising under this Agreement, including any appeal or appeals, the prevailing Party to such action shall be entitled to recover its taxable costs and reasonable attorneys' fees from the non-prevailing Party. The exclusive venue for all actions hereunder shall be the state courts of the State of Florida located in Columbia County, Florida. This Agreement shall always be construed in accordance with the laws of the State of Florida.

The Client agrees to make payments for all services provided under the terms of this Agreement in United States dollars.

The Agency will take reasonable care of all materials Client entrusts to the Agency and return such materials upon the expiration or termination of this Agreement so long as the Client has paid all bills. Any document provided to the Agency by the Client and designated in writing as containing confidential, proprietary or by law, court order, or relevant regulation shall be treated as Confidential materials by Agency. The Agency will not be responsible for the loss or destruction of such materials, or the inadvertent disclosure of confidential information, unless such loss, destruction, or disclosure is caused by the Agency's own negligence.

X. NON-SOLICITATION

Each Party hereby expressly covenants and agrees that, at no time during the term of this Agreement, whether termination is occasioned by the Client or the Agency or by the mutual agreement of both Parties, will it, directly or indirectly in any way, induce or attempt to induce any employee of the other Party to leave his or her position or to perform marketing or public relations work either as an employee, independent consultant or contractor of such Party, its subsidiaries, affiliates and related

companies. Both Parties acknowledge that (i) any general newspaper or other public solicitation not directed specifically to such person shall not be deemed to be a solicitation for purposes of this provision, and (ii) this provision is not intended to limit the mobility of either Party's employees or contractors.

XI. LIMITATION OF LIABILITY

THIS SECTION SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.

- a. Agency shall carry appropriate liability insurance in a form and with companies satisfactory to Client, written on an occurrence basis with limits not less than \$1,000,000 per occurrence and in the aggregate, and shall name Client as an additional insured party. Agency to provide Client with proof of coverage within 10 business days of Effective Date of Agreement.
- b. Such policy shall be with respect to Agency's advertising, publicity or promotion of any kind of Client's products or services or Agency's services rendered or that should have been rendered by Agency in the development, placement or exhibition of advertising from claims, demands and actions pertaining to the following, except to the extent such claims arise from information or materials provided by or through Client:
 - i. any form of defamation or other tort related to disparagement or harm to the character, reputation or feelings of any person or organization, including libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage or outrageous conduct;
 - ii. any form of invasion, infringement or interference with rights of privacy or publicity, including false light, public disclosure of private facts, intrusion and commercial appropriation of name or likeness;
 - iii. false arrest, detention or imprisonment or malicious prosecution, wrongful entry or eviction, trespass, eavesdropping or other invasion of the right of private occupancy;
 - iv. infringement of title, slogan, trademark, trade name, trade dress, service mark or service name;
 - v. infringement of copyright, plagiarism, piracy or misappropriation of ideas under implied contract;
 - vi. unfair competition, dilution, deceptive trade practices, civil actions for consumer fraud, false advertising or misrepresentation in advertising, and claims under Section 43(a) of the federal trademark statute or similar state statutes.
- c. Notwithstanding anything contained in this agreement to the contrary, in no event shall either Party or its respective affiliates have any liability for consequential damages, including lost profits or lost goodwill, indirect damages, special damages, incidental damages, liquidated damages, punitive damages, exemplary damages, moral damages or any other form of damages arising out of this agreement, even if advised in advance of the possibility of these types of damages, whether such damages are alleged in tort, contract or otherwise.

- d. This agreement shall not be construed as a waiver of the Client's defenses of sovereign immunity, if any, as provided by common or Florida Law.

XII. TERM AND TERMINATION

This Agreement shall commence upon its origination date as defined previously in good faith and shall remain in effect for the remainder of the term until terminated at any time and for any reason by either Party pursuant to one hundred (120) days written notice by certified mail or registered mail of termination to the other Party. In the event of termination, the Client shall promptly pay the Agency for all materials purchased and Services completed up until the effective date of such termination, including aforementioned settlements due to cancellation policies, etc., and Agency shall give to Client all work or products produced by Agency up until the date of termination. In the event of termination, Agency shall return to Client all prepaid fees less any fees associated with performed work as stipulated hereto.

The Agency's rights, duties, and responsibilities as set forth in this agreement will continue in full force and effect during any notice period and will include but not necessarily be limited to the creation, production, placement and billing of advertising and media whose closing or cancellation dates fall within the notice period. Client reserves the right to direct Agency to stop all creative/production work pending or not yet started at the time of giving notice of termination. Any commissions applicable to the preparation and placement of advertising during the notice period, whether created and/or produced and/or placed by the Client or any Agency other than Paradise Advertising & Marketing Inc. shall accrue to the Agency.

Unused or unpublished advertising materials, copy, presentations, plans and/or ideas prepared or proposed by the Agency shall remain the Agency's property regardless of whether or not the physical embodiment of such items is in the Client's possession in any form. For use of any such items by the Client, the Agency shall be compensated at its prevailing rates. The Parties understand and agree that Florida's public records laws may control the Client's ability to restrict or control public access to records of any kind placed into the custody of the Client.

XI. AMENDMENTS TO AGREEMENT

Any amendments or modifications to this agreement shall be invalid unless made in writing and executed by the Parties to this agreement or authorized representatives thereof.

XII. CONFIDENTIALITY

The Agency shall, during the term of its assignment(s) with the Client, have access to confidential information and trade secrets of Client ("Confidential Information"), which are not generally or easily obtainable. The Agency acknowledges and agrees that all such information is confidential and is the exclusive property of the Client. The Agency agrees not to disclose or use this Confidential Information other than for the intended purpose as set forth in this Agreement or any SOW, except

with the Client's written permission. At the termination or expiration of this Agreement, or upon request by Client, Agency shall promptly destroy or return all Confidential Information including without limitation all copies, extracts, or other reproductions, and all materials prepared by Agency based upon the Client's Confidential Information. Upon written request by Client, destruction of Client's Confidential Information shall be certified in writing by Agency. THIS SECTION SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.

XIII. CONFLICT OF INTEREST

Agency represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. Agency further represents that no persons having any such interest shall be employed to perform those services.

XIV. REPRESENTATIONS AND WARRANTIES

Agency represents and warrants that the scheduled activity, work and Services (and any parts and materials thereof) shall (i) be delivered by competent personnel in a professional and workmanlike manner, according to prevailing industry standards; (ii) be fit and sufficient for the purpose(s) for which they were purchased; (iii) be performed in compliance with the requirements of all applicable laws and regulations; (iv) not and do not infringe or misappropriate any United States or foreign patent, trademark, trade secret, copyright or any other proprietary, intellectual property, industrial property, or contract right (individually and collectively, "intellectual property rights") held by any third-party; (v) shall comply with all applicable foreign, federal, state or local statutes, laws and regulations governing advertising, data collection, privacy, security and other business practices; and (vi) materially conform with the specifications (if any) set forth in the description of Services, scheduled activity, or work in the applicable scope of work, order form(s) or any other documents between the parties and be consistent with any samples. In the event that the scheduled activity, work or Services have material nonconformities, Agency will use commercially reasonable efforts, at Agency's expense to correct such nonconformities in the scheduled activity, work or Services. If Agency determines that it is unable to correct such nonconformities through commercially reasonable efforts, Agency, shall refund Client the amount paid to Agency, if any, for such nonconforming scheduled activity, work or Services and Agency will reimburse Client for any prepaid amounts. Agency represents and warrants that; (i) Agency's performance under this Agreement shall at all times conform to the highest professional and ethical standards; (ii) Agency is under no obligation or restriction that would conflict with Agency's provision of scheduled activity, work or Services; and (iii) it owns all right, title and interest in the scheduled activity, work or Services by itself and has the authority to grant the rights and licenses granted to Client in this Agreement.

XV. NO THIRD PARTY BENEFICIARIES

This Agreement is for the benefit of the Parties only; there are no intended third-party beneficiaries

of this Agreement.

XVI. RELATIONSHIP OF PARTIES

This is an Agreement for professional services. The Parties hereto are independent of one another and both agree that no agency, employment, franchise, or other relationship exists between the Parties.

XVII. ASSIGNMENT

Neither Party may assign this Agreement or the rights granted hereunder without the prior written consent of the other, except that a Party may assign this Agreement to any successor to the business of the Party by merger, consolidation, or sale of stock or assets or to any corporation controlling, controlled by, or under common control with the Party.

XVIII. FORCE MAJEURE

No delay or default in performance of any obligation by either Party shall constitute a breach of this Agreement to the extent such default or delay is caused, directly or indirectly, by an event beyond the reasonable control of the Party unable to perform, including fire, flood, earthquake, elements of nature, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, failure of the Internet or strikes, lockouts or labor difficulties ("Force Majeure Event"). The Party affected by the Force Majeure Event, upon giving prompt notice to the other Party, shall be excused from performance hereunder on a day to day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day to day basis to the extent that such obligations relate to the performance so prevented, restricted, or interfered with); provided that the Party so affected shall use commercially reasonable efforts to avoid or remove such cause of non-performance and to minimize the consequences thereof and both Parties shall resume performance hereunder forthwith upon removal of such cause. However, if the period of nonperformance exceeds ten (10) business days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been affected may, by giving written notice, terminate this Agreement without cause and may be subject to refunds for pre-paid, unused Services.

XIX. CUMULATIVE REMEDIES; OFFSETS

All remedies in this Agreement are cumulative and in addition to, and not in lieu of, any other remedies available to a Party at law or in equity. In the event of an undisputed or legally adjudicated claim by Client (i.e., a final judgment has been entered in favor of Client) for loss or damages for which Agency is responsible, Client shall be entitled to adjust the amounts claimed against future or outstanding payments due, or which may become due, to Agency.

XX. MISCELLANEOUS

Notwithstanding anything contained herein to the contrary, Agency shall have no authority expressed or implied, to create or place any lien or encumbrance of any kind or nature upon or in any manner

to bind the interest of Client in the personal property owned by Client. Client entering into this Agreement with Agency shall not constitute a commitment by Client to purchase any of the work, scheduled activity or services from or through Agency. Client and Agency are not joint ventures, partners, or joint owners in any manner, and nothing in this Agreement creates a partnership, joint venture, franchise or similar relationship. No waiver by a Party of any breach of the other Party of any condition, representation or warranty contained in this Agreement and no failure by a Party to exercise any rights under this Agreement or to insist upon the strict performance of any obligations of the other shall constitute or be deemed a waiver or release of any rights and remedies of that Party in the event of a subsequent breach of the same nature or of any other breach on the part of the other Party. If a court of competent jurisdiction declares any provision of this Agreement to be invalid, unlawful or unenforceable as drafted, the parties intend that such provision be amended and construed in a manner designed to effectuate the purpose of the provision to the fullest extent permitted by law. If such provision cannot be so amended and construed, it shall be severed, and the remaining provisions shall remain unimpaired and in full force and effect to the fullest extent permitted by law. By signing and delivering this Agreement and/or any schedule, exhibit, amendment, or addendum thereto, each Party shall be deemed to represent to the other that the signing Party has not made any changes to such document from the draft(s) most recently provided to the other Party by the signing Party, or vice versa, unless the signing Party has expressly called such changes to the other Party's attention in writing (e.g., by "redlining" the document or by a comment memo or email). These obligations set forth in this section shall survive the expiration or any termination of this Agreement.

XXI. CHOICE OF LAW

This agreement shall be construed in accordance with and governed by the laws of the State of Florida. The Parties consent to the jurisdiction of the state and federal courts of Columbia County, Florida.

IN WITNESS WHEREOF, the Parties hereto have set their hands by their duly authorized agents on _____.

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Please indicate your acceptance of the terms of this Agreement by signing the form of acceptance below.

PARADISE ADVERTISING & MARKETING, INC.

By: _____

Name: _____

Title: _____

Accepted this: _____ day of _____, 20XX

COLUMBIA COUNTY, FLORIDA

By: _____

Name: ROCKY FORD

Title: Chairman, Board of County Commissioners

Accepted this: 15th day of April 2021

ATTEST:

By: _____

Name: JAMES M. SWISHER, JR., Clerk of the Court

APPROVED AS TO FORM AND LEGALITY:

By: _____

Name: JOEL F. FOREMAN, County Attorney

ATTACHMENT A
FY 20XX/20XX SCOPE(S) OF WORK & ANNUAL BUDGET(S)

TO BE DETERMINED AND SUBMITTED FOLLOWING CONTRACT NEGOTIATIONS
AND REFINEMENT OF SERVICES FOR INITIAL YEAR OF SERVICE.

TO BE UPDATED ANNUALLY AND SUBMITTED AS AN ATTACHMENT WITH EACH
ANNUAL ADDENDUM.

ATTACHMENT B
2021 RATE SHEET – AGENCY SERVICES

In the spirit of Partnership, Agency is honoring a discounted hourly rate of \$150/hour for all services in year 1 only.

Strategic Planning	Hourly Rate	Creative & Production	Hourly Rate
Chief Executive Officer	\$150	Chief Creative Officer	\$150
Chief Strategy Officer	\$150	Creative Director	\$150
Chief Marketing Officer	\$150	Associate Creative Director	\$150
SVP, Client Services	\$150	Design/Layout	\$150
Director, Strategic Planning	\$150	Senior Copywriter	\$150
Coordinator, In-house Research	\$150	Copywriter	\$150
		Senior Art Director	\$150
Client Services		Art Director	\$150
Vice President	\$150	Traffic Manager	\$150
Group Director	\$150	Production/Project Supervisor	\$150
Account Director	\$150	Production/Project Manager	\$150
Account Manager	\$150	Production/Project Assistant	\$150
Account Executive	\$150	Proofreader	\$150
Media		Studio	
Director, Integrated Media	\$150	Photography	\$150
Associate, Integrated Media	\$150	Photo Retouching	\$150
Media Planner/Buyer	\$150	Videography	\$150
Media Coordinator	\$150	Video Director	\$150
Media Billing Specialist	\$150	Video Animation	\$150
Social Media Ad Manager	\$150	Studio Senior Editing	\$150
Paid Search Ad Manager	\$150	Studio Junior Editing	\$150
Digital Director	\$150	Video Producer	\$150
Digital Manager	\$150	Video Services Coordinator	\$150
Digital Coordinator	\$150	Studio Research Coordinator	\$150
Media Insights Analyst	\$150	Traffic Video & TV	\$150
		Video Production Assistant	\$150
		Audio Services	\$150

Public Relations		Website, Digital & Social Media	
Vice President	\$150	Digital Director	\$150
Group Director	\$150	Digital Developer	\$150
Account Manager	\$150	Digital Supervisor	\$150
Content Writer	\$150	Digital Services Manager	\$150
Account Executive	\$150	Digital Services Coordinator	\$150
		Digital Strategy Supervisor	\$150
		Email Marketing Manager	\$150
		CRM Manager	\$150
Finance (if/when applicable)		Digital Ad Ops Manager	\$150
Chief Financial Officer	\$150	Digital Ad Ops Coordinator	\$150
Billing Manager	\$150	Social Media Director	\$150
Billing Coordinator	\$150	Social Media Strategist	\$150
		Social Media Content Development	\$150
		Social Media Community Management	\$150
		Social Media Manager	\$150
		Social Media Coordinator	\$150
		Search Engine Optimization	\$150
		Digital Insights Analyst	\$150

Note: Subject to change at any time; Client shall be made aware of any changes as they arise in advance of estimating; project fees, flat fees, or volume discounts may apply at Paradise sole discretion;

ATTACHMENT C
2021 RATE SHEET – AGENCY STUDIO EQUIPMENT RENTALS

Equipment	Serial Number	Daily Rate (each)
Camera		
FS7 Video Camera	0026895	\$85.00
5D Mk IV		\$35.00
5D Mk III		\$30.00
7D	3071210182	\$15.00
GoPro	4982051, 4982748	\$10.00
Camera Batteries		
Camera Batteries		\$3.00
Canon BG-E20 Battery Grip		\$10.00
Lenses		
Rokinon Prime 24mm	E213H3680	\$12.00
Rokinon Prime 35mm	E213J2334	\$12.00
Rokinon Prime 50mm	E216K5847	\$12.00
Rokinon Prime 85mm	E213J2868	\$12.00
Canon 24-105 Zoom		\$10.00
Canon 28-135 Zoom	8532500986	\$10.00
Canon 70-300 Zoom	80707011	\$10.00
Canon 24mm	2040000246	\$10.00
Metabones Speedbooster	A1015007376	\$15.00
Metabones Adapter		\$10.00
77mm Polarizer		\$5.00
77mm Grad ND		\$5.00
77mm Variable ND		\$5.00
Computer		
Mac Book Pro	C02J4CTMDKQ5	\$35.00

Storage		
Lacie Rugged Drives		\$5.00
SD Cards		\$9.00
Follow Focus		
DJI Wireless Follow Focus Kit	05T0013401	\$35.00
Lighting		
Lowell 1K	IBE & MBF	\$5.00
Lowell Omni 500W	HBE & DBF	\$10.00
Aputure LED	6R030761, 6M036209, 6M035834	\$10.00
Monitors		
Cinema Display LED		\$20.00
AOC HD		\$5.00
Cinema Display LCD		\$25.00
27" Client Monitor	BM28A78356004	\$15.00
Wireless HD Broadcast/Receiver	AS1410231890	\$15.00
7" 4k Camera Monitors	F7N1700270 &	\$5.00
Audio		
Zoom Recorder	B93073080	\$10.00
Sennheiser Shotgun Mic	1197 - 1267	\$20.00
Sennheiser Wireless LAV	4243038425 - 4243018301	\$12.00
Support		
Apple Box Set		\$7.00
Lightstands		\$5.00
Beefy Babys		\$10.00
C-Stands		\$5.00
Flags		\$5.00
Westcott Scrim Jim Reflector 4x6		\$8.00
Sand Bags		\$5.00

Tripods		\$35.00
Sliders		\$40.00
Jib		\$30.00
Boom Poles		\$5.00
Extension Cords		\$3.00

Agency will use all commercially reasonable efforts to leverage its partnership with music subscription labels, Artist and Premium Beat, to negotiate flat rate music licenses for Client projects, instead of ala carte music license purchases. Music license rates will be scoped and provided in job estimates for advance approval.

Note: Subject to change at any time; Client shall be made aware of any changes as they arise in advance of estimating; volume discounts may apply at Paradise sole discretion;

ATTACHMENT D
2021 RATE SHEET – IN-HOUSE PRINTING AND BINDING SERVICES

Item / Service	Ink Color	Per Side Rate
20 lb. White Bond Paper		
8 ½ x 11 (letter)	Black & White	0.025
8 ½ x 11 (letter)	Color	0.10
8 ½ x 14 (legal)	Black & White	0.05
8 ½ x 14 (legal)	Color	0.20
11 x 17 (tabloid)	Black & White	0.10
11 x 17 (tabloid)	Color	0.30
Premium Bond Paper, Colored Paper or Cover		
8 ½ x 11 (letter)	Black & White	0.10
8 ½ x 11 (letter)	Color	0.125
8 ½ x 14 (legal)	Black & White	0.125
8 ½ x 14 (legal)	Color	0.30
11 x 17 (tabloid)	Black & White	0.20
11 x 17 (tabloid)	Color	0.50
Saddle Stitch Binding		\$2.50 / per piece*
<i>*In addition to paper/printing cost.</i>		
<i>Note: Subject to change at any time; Client shall be made aware of any changes as they arise in advance of estimating; volume discounts may apply at Paradise sole discretion; other in-house custom printing needs may be scoped and estimated separately.</i>		