

CONSULTANT: Double Z Media LLC
CONTACT PERSON: Laura Szczes
ADDRESS: 9802 32nd Ave SW
Seattle, WA 98126
FEDERAL TAX ID NUMBER/U.B.I. NUMBER: 84-41900023/604-561-748
TELEPHONE/EMAIL: 206-408-8162/laura@doublezmedia.com
COUNTY DEPT: DCNR, Parks & Recreation
DEPT. CONTACT PERSON: Amy Craven, Marketing Specialist
TELEPHONE/EMAIL: 360-805-6746/amy.craven@snoco.org
PROJECT: Media Buyer, Evergreen State Fair Park
AMOUNT: \$1,000,000 plus applicable WA State sales taxes
FUND SOURCE: 002-509-541-4148
CONTRACT DURATION: Upon execution for 5 years

AGREEMENT FOR MEDIA BUYING SERVICES

THIS AGREEMENT (the “Agreement”) is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”) and DOUBLE Z MEDIA, a Washington limited liability company (the “Contractor”). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is to provide media buying services for the Evergreen State Fair Park in Monroe, Washington (the “Fair Park”). The scope of services is as defined in Schedule A attached hereto and by this reference made a part hereof. This Agreement is the product of County RFP No. 25-0574JM.

The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Contractor practices or operates at the time the services are performed. The Contractor shall perform the work in a timely manner and in accordance with the terms of this Agreement. The Contractor represents that it is fully qualified to perform the services to be performed under this Agreement in a competent and professional manner.

The Contractor will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

2. Term of Agreement; Time of Performance. This Agreement shall be effective upon full execution by all parties (the “Effective Date”) and shall terminate five (5) years from Effective Date. The Contractor shall commence work annually on January 1 for that year’s Fair and shall complete the work required by this Agreement no later than December 31 of each year, PROVIDED, HOWEVER, that the County’s obligations after December 31, 2026, are contingent upon local

legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

3. Compensation.

a. Services. The County will pay the Contractor for services as and when set forth in Schedule B, which is attached hereto and by this reference made a part of this Agreement. Payment pursuant to Schedule B shall constitute full payment for services. Notwithstanding the foregoing, in the event that the County determines that it has a need for additional services outside the scope of work described in Schedule A, the parties may negotiate such changes including the amount of compensation to be paid for the additional work. Upon mutual agreement of the parties, the additional work, compensation and other changes shall be reduced to writing for the corresponding year and executed with the same formalities as are required for the execution of this Agreement.

b. Overhead and Expenses. The Contractor's compensation for services set forth in Section 3a above includes overhead and expenses and no separate claims for reimbursement of overhead or expenses will be allowed under this Agreement.

c. Invoices. The Contractor shall submit properly executed invoices by email to amy.craven@co.snohomish.wa.us as described in Schedule B.

d. Payment. The County's preferred method of payment under this contract is electronic using the County's "e-Payable" system with Bank of America. The Contractor is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, the Contractor shall email SFB-SnocoEpaybles@snoco.org and indicate it was awarded a contract with Snohomish County and will be receiving payment through the County's e-Payable process. The Contractor needs to provide contact information (name, phone number and email address). The Contractor will be contacted by a person in the Finance Accounts Payable group and assisted with the enrollment process. This should be done as soon as feasible after County award of a contract or purchase order, but not exceeding ten (10) business days.

Department approved invoices received in Finance will be processed for payment within seven calendar days for e-Payable contractors. Invoices are processed for payment by Finance two times a week for contractors who have selected the e-Payable payment option.

In the alternative, if the Contractor does not enroll in the electronic ("e-Payable") payment method described above, contract payments will be processed by Finance with the issuance of paper checks or, if available, an alternative electronic method. Alternative payment methods, other than e-Payables, will be processed not more than 30 days from receipt of department approved invoices to Finance.

THE COUNTY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE COUNTY'S VISA PURCHASING CARD (PCARD).

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

e. Payment Method. In addition to Payment section above, the County may make payments for purchases under this contract using the County's VISA purchasing card (PCARD).

Are you willing to accept PCARD payments without any fees or surcharges?

Yes

No

f. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed \$1,000,000 plus applicable Washington State sales taxes (excluding extensions or renewals, if any).

4. Independent Contractor. The Contractor agrees that Contractor will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The Contractor shall furnish, employ and have exclusive control of all persons to be engaged in performing the Contractor's obligations under this Agreement (the "Contractor personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Contractor personnel shall for all purposes be solely the employees or agents of the Contractor and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Contractor personnel, the Contractor shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Contractor personnel when required by law.

Because it is an independent contractor, the Contractor shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Contractor agrees to indemnify, defend and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of the work under this Agreement. The Contractor shall assume exclusive liability therefor and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and

absolute property of the County. Such property shall constitute “work made for hire” as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not “work made for hire” within the terms of this Agreement.

6. Amendments. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

7. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: Amy Craven
Title: Marketing Specialist
Department: DCNR, Division of Parks, Recreation /Fair Park
Telephone: (360) 805-6746
Email: amy.craven@snoco.org

8. County Review and Approval. When the Contractor has completed any discrete portion of the services, the Contractor shall verify that the work is free from errors and defects and otherwise conforms to the requirements of this Agreement. The Contractor shall then notify the County that said work is complete. The County shall promptly review and inspect the work to determine whether the work is acceptable. If the County determines the work conforms to the requirements of this Agreement, the County shall notify the Contractor that the County accepts the work. If the County determines the work contains errors, omissions, or otherwise fails to conform to the requirements of this Agreement, the County shall reject the work by providing the Contractor with written notice describing the problems with the work and describing the necessary corrections or modifications to same. In such event, the Contractor shall promptly remedy the problem or problems and re-submit the work to the County. The Contractor shall receive no additional compensation for time spent correcting errors. Payment for the work will not be made until the work is accepted by the County. The Contractor shall be responsible for the accuracy of work even after the County accepts the work.

If the Contractor fails or refuses to correct the Contractor’s work when so directed by the County, the County may withhold from any payment otherwise due to the Contractor an amount that the County in good faith believes is equal to the cost the County would incur in correcting the errors, in re-procuring the work from an alternate source, and in remedying any damage caused by the Contractor’s conduct.

9. Subcontracting and Assignment. The Contractor shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County. Any attempt by the Contractor to subcontract, assign, or delegate any

portion of the Contractor's obligations under this Agreement to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement.

10. Records and Access; Audit; Ineligible Expenditures. The Contractor shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Contractor. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Contractor which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor.

11. Indemnification. To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County and, if any funds for this Agreement are provided by the State, the Contractor shall indemnify and hold harmless the County and the State, their officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County and, if applicable, the State, on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

12. Insurance Requirements. The Contractor shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General. Each insurance policy shall be written on an “occurrence” form. If coverage is approved and purchased on a “claims made” basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section 12, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. The Contractor’s maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance or otherwise limit the County’s recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

(ii) Workers’ Compensation: To meet applicable statutory requirements for workers’ compensation coverage of the state or states of residency of the workers providing services under this Agreement;

(iii) Employers’ Liability or “Stop Gap” coverage: \$1,000,000.

d. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers’ compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

(i) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents.

Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

(ii) The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(iii) Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

(iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

e. Subcontractors. The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. **Insurance coverages provided by subcontractors instead of the Contractor as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.**

13. County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

14. Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

15. Employment of County Employees. SCC 2.50.075, "Restrictions on future employment of County employees," imposes certain restrictions on the subsequent employment and compensation of County employees. The Contractor represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

16. Compliance with Other Laws. The Contractor shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Agreement.

17. Compliance with Grant Terms and Conditions. The Contractor shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds the Contractor's work hereunder.

18. Prohibition of Contingency Fee Arrangements. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

19. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, epidemic, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a "force majeure event"), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

20. Suspension of Work. The County may, at any time, instruct the Contractor in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under Section 21 of this

If to the Contractor: Double Z Media
9802 32nd Ave SW
Seattle, WA 98126
Attention: Laura Szczes
Email: laura@doulbezmedia.com

The County or the Contractor may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

23. Confidentiality. The Contractor shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the Contractor's performance under this Agreement. The Contractor may use such information solely for the purposes necessary to perform its obligations under this Agreement. The Contractor shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

24. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

25. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

26. Complete Agreement. The Contractor was selected through the County's RFP identified in Section 1. The RFP and the Contractor's response are incorporated herein by this reference. To the extent of any inconsistency among this Agreement, the RFP, and the Contractor's response, this Agreement shall govern. To the extent of any inconsistency between the RFP and the Contractor's response, the RFP shall govern.

27. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

28. No Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Contractor. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

29. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

30. Severability. Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

31. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Contractor, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Contractor, as the case may be.

32. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

33. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

Schedule A

Scope of Services

For each year of this Agreement, the Contractor will provide the following services for the Evergreen State Fair Park, including services for during the annual Evergreen State Fair:

Phase I (February)

The Fair Park hosts a number of events throughout the year, including the annual Evergreen State Fair. Prior to February, the Fair Park's Marketing Team will (1) Set the event line-up for the year, and (2) Develop preliminary marketing and sales goals for each event that year along with performance metrics to measure those marketing and sales goals. In February, the Contractor will meet with the Fair Park's Marketing Team to discuss the Fair Park's preliminary marketing and sales goals and performance metrics. The Contractor may provide input or recommendations and otherwise assist the Fair Park's Marketing Team in finalizing marketing and sales goals and performance metrics for each event that year, including for that year's annual Fair. In doing so, the Contractor will utilize market research to include demographics, competition, and other market factors relevant to event line-up. The Contractor will also utilize market research to assist the Fair Park in defining its target audience for each event that year. Once finalized, the Contractor will develop media plans for each event that incorporates the Fair Park's marketing and sales goals and performance metrics based on the event line-up for that year (the "Media Plans"). The Media Plans may also include provision for in-kind trade for services or materials the County may require during the annual Fair or at other times of year. The Contractor will present preliminary Media Plans to the Fair Park, and Fair Park's Marketing Team may provide input before arriving at final Media Plans. The Contractor will take no action on the final Media Plans until approved by the County's Contact Person identified in Section 7 of the Agreement, who by the terms of this Agreement is authorized to approve the final Media Plans on behalf of the County. Following approval of the Media Plans, the Contractor will meet biweekly through the end of that year with the Fair Park's Marketing Team to review real time market research and discuss and make any adjustments to the Media Plans as appropriate, subject to approval by the County's Contact Person as described above.

Phase II (March-April)

The Contractor will begin implementing the approved Media Plans, which may include purchasing advertising in digital formats (including programmatic, display and video advertising such as banner ads and videos that play on a website; social media; mobile hyper-local banner ads and videos based on a web user's location; and paid search engine marketing and search engine optimization marketing), radio, television, billboard, transit, print and other out-of-home media. The Contractor will negotiate, contract for, and pay for all such media, including negotiation of rates, schedule placement, in-kind trade and pricing.

Once the Contractor has placed a media buy and identified any deliverables (including Fair Passes) needed from the Fair Park for the media buy, the Contractor will provide the Fair Park Marketing

Team with a timeline identifying all tasks, deliverables (including format type), and timing requirements. The County will provide all deliverables, including text, artwork, video files and Fair Passes, to Contractor each year based on the timelines adopted in the Media Plans.

Phase III (May)

The Contractor will begin tracking data and gathering information using current industry tools in order to measure the Fair Park's success in reaching the sales goals and performance metrics identified in the Media Plans for that year.

The Contractor will coordinate between the County, the Contractor, and any interested third-party media for the licensing of Fair facilities to the third-party media for on-site promotions, sponsorships or appearances during the Fair (an "On-Site Media Agreement"). In doing so, the parties will use the County's On-Site Media Agreement template, attached hereto and incorporated herein by this reference as Exhibit 1.

Phase IV (June-December)

The Contractor will ensure that advertising runs as provided for in the Media Plans for that year. In addition, the Contractor will coordinate with the Fair Park Marketing Team, as necessary, to provide for Fair Park appearances on radio and television as provided for in the Media Plans for that year. The Contractor will also coordinate with the Fair Park Marketing Team, as necessary, to provide for radio and television talent appearances at the Fair Park as provided for in the Media Plans for that year.

For each set of advertising that the Contractor manages during this Phase IV, the Contractor will monitor its market research to determine reactions to and success of the advertising as measured by the Fair Park's performance metrics in the Media Plans. The Contractor will continue to meet biweekly with the Fair Park's Marketing Team to report on advertising performance and make recommendations moving forward through the summer.

Phase V (September-December)

The Contractor will generate and deliver to the County a final billing reconciliation to include all receipts for each Media Plan within thirty (30) days of the last media performance for each event. The Contractor will also generate and deliver to the County a final report that tracks to the Media Plans to include (1) all proof of performance for advertising procured by the Contractor under this Agreement, (2) analysis using the Media Plans performance metrics, (3) reporting on in-kind trades coordinated by the Contractor, and (4) the Contractor's recommendations for the following year's Media Plans.

Exhibit 1 to Schedule A
On-Site Media Agreement

This ON-SITE MEDIA AGREEMENT (the “Agreement”) is made and entered into by and between Snohomish County, a political subdivision of the State of Washington (the “County” or “Licensor”), and owner of the Evergreen State Fair Park (the “Fairgrounds”), _____, a _____ (the “Media Buyer”) and _____, a _____ (the “Licensee”). In consideration of the collective benefits and covenants contained herein, the Parties agree as follows:

1. Premises. The County grants Licensee a temporary, nonexclusive license (the “License”) to occupy and use the following portion of the Fairgrounds (the “Premises”):

2. Access. The County grants the Licensee access to the Premises, including ingress and egress through the Fairgrounds and use of Fairgrounds restroom facilities along with parking for up to _____ vehicles in the Fairgrounds general parking lot. Access shall be restricted to the hours of 8:00 a.m. to 11:00 p.m., PROVIDED, HOWEVER, that the County may immediately close the Premises when, in its sole discretion, the further operation of the Premises by the Licensee is hazardous or otherwise creates a risk to public safety or health. As may be necessary to facilitate Licensee’s access, the Media Buyer shall provide the Licensee with admission and parking passes as follows, the value of which are included in the amounts described in Section 4 below:

To the extent the Licensee requires additional admission or parking passes, the Licensee shall submit a request to the Media Buyer and the County justifying the need for such additional passes, which the County shall approve or deny in its sole discretion.

3. Promotion. The County, working through the Media Buyer, will provide promotional and advertising services (the “Services”) for the Licensee as follows:

4. Sponsorship. In consideration for Licensee’s use of the Premises, along with admission and parking passes, and in further consideration of the County’s promotion and advertising Services, the Licensee agrees to pay to and/or trade in-kind with the County, through the Media Buyer, as follows:

The Licensee shall remit all payments due under this Agreement to the Media Buyer immediately upon execution of this Agreement. All payments shall be made in cash, company check, money order, or cashier's check payable to _____. If any payment is more than ten (10) days past due, a 10% late penalty shall apply to the balance owing.

5. Term. The term of this Agreement shall begin on _____ and end on _____, unless earlier terminated as providing in Section 18 below.

6. Scope of License. The Premises shall be used solely for the following purposes:

The Licensee will maintain the Premises with a professional appearance, including graphics, lighting and signage. Hand-written signs should be kept to a minimum. The Licensee will only sell, display and advertise those products or services identified in this Agreement. The Licensee, its officers, employees, agents and volunteers will remain within the confines of the Premises while conducting any business. The Licensee further represents and warrants that it will maintain the Premises open and staffed as follows:

Late openings or early closings are prohibited and may be deemed a default.

The primary audience of the Fair Park consists of family and youth. The County reserves the right, in its sole discretion, to reject any exhibit and/or contents that are objectionable to that audience. No illegal use shall be made thereof, nor shall any property that creates any nuisance or fire, explosive, or other hazard be stored therein. Licensee's authority to use the Premises shall not be considered exclusive possession or control. The County may enter the Premises at any time to determine whether improper or hazardous use is being made of the Premises. Licensee shall be solely responsible for ensuring that the Premises is operated in a safe manner.

7. Care and Condition. The Licensee shall be responsible for the Premises herein described, shall maintain in a neat and clean condition and shall return the same upon termination in as good a condition and repair as the same now are or may be put into, normal wear and tear, casualty loss not the fault of the Licensee, and damage solely caused by the County and its employees acting within the scope of their employment excepted. If any property of Licensee is not removed by the date of termination, the County shall have the right to take possession of and store, use and/or sell the property in such a manner as it deems appropriate, and collect all unpaid fees, storage fees, costs of sale, reasonable attorney's fees, and other expenses from the proceeds of such sale. Licensee expressly agrees that any sale, public or private, may occur not less than thirty (30) days after the date of termination, and may occur with or without notice from the County.

The County shall not be liable to the Licensee for any loss or damage to the Licensee's property or any other property from theft, fire, or any other cause either before or after termination. The County is under no obligation to maintain, replace or repair any of its facilities or any other obligation not stated in this Agreement.

The Licensee has examined the Premises and accepts the same in its present condition. It is agreed that the County shall not be bound by any warranty or representation as to the condition of the Premises, or in any other manner except as stated herein.

This Agreement shall not limit any legal remedies of the County not stated herein. If the County is required to expend any money to enforce any of its rights, or to clean or renovate the Premises, such sum, including reasonable attorney's fees, shall be immediately due and payable to the County.

8. Utilities. The Licensee will be allowed to use the County's existing power sources available at the Fairgrounds. The County shall pay for electricity, garbage, and water.

9. Forklift and Electrical Services. The Licensee agrees to make no alterations, including electrical wiring, on any portion of the Fairgrounds without permission from the Fairgrounds Manager. Electrical wiring must be performed by Fairgrounds electrician and in compliance with all applicable codes, ordinances, and other laws. If the Licensee requests forklift or electrical services from the County, the Licensee agrees to hold the County harmless from any loss or claim for damages due to the Licensee's use of such forklift or electrical services pursuant to the terms and conditions of Section 13 of this Agreement.

10. Maintenance. The County shall provide routine maintenance and services at the Premises. The County shall not be called upon to make any repairs occasioned by the acts or omissions of the Licensee, its agents or employees.

11. Permits and Licenses. The Licensee will be solely responsible for acquiring any necessary permits and licenses as required by law. By executing this Agreement, neither the County nor the Media Buyer warrant that other permits or licenses are necessary or not necessary or waive such requirements.

12. Books and Records. The Licensee shall maintain adequate records to support its sales and other transactions during the term of this Agreement. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Licensee. The County, the Media Buyer, or any of their duly authorized representatives shall have access during normal working hours and at reasonable times to any cash registers, books, documents, papers and records of the Licensee which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the Licensee with applicable laws, including payment of all federal, state, and local taxes due as a result of Licensee's operations under this Agreement.

13. Hold Harmless/Indemnification. To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County or the Media Buyer, the Licensee shall indemnify and hold harmless the County and the Media Buyer, their officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of the Licensee. In addition, the Licensee shall assume the defense of the County, the Media Buyer, and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County or the Media Buyer by an employee or former employee of the Licensee or its subcontractors, and the Licensee, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County or Media Buyer under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County or Media Buyer incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this Section, or to enforce the provisions of this Section, any such judgment, award, fees, expenses and costs shall be recoverable from the Licensee.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

14. Insurance. The Licensee shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the acts of the Licensee, its agents, representatives, or employees, related to the Agreement and (ii) a current certificate of insurance and additional insured endorsement when applicable.

Each insurance policy shall be written on an "occurrence" form. By requiring the minimum insurance coverage set forth in this Section 14, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Licensee under this Agreement. The Licensee

If to the Licensee:

18. Non-Waiver of Breach; Termination. The failure of the County or the Media Buyer to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

Any party may cancel this Agreement thirty (30) days or more before the first day of the term as defined in Section 5 above by providing written notice to the non-cancelling parties, in which case the Media Buyer will refund any advance payments made by Licensee. If Licensee provides the Media Buyer written notice of Licensee's intent to cancel this Agreement less than thirty (30) days prior to the first day of the term as defined in Section 5 above, the Media Buyer will cancel this Agreement and refund 50% of any advance payments made by Licensee. The Licensee may not otherwise cancel this Agreement or obtain a refund except with the express written consent of the County and the Media Buyer which may be granted or withheld in their sole discretion.

If the Licensee breaches any of its obligations hereunder and fails to cure the same immediately upon notice to do so by the County or the Media Buyer, the County or Media Buyer may terminate this Agreement.

The County, in its sole discretion, may terminate this Agreement at any time before the first day of the term as defined in Section 5, and the County will have no further obligation to the Licensee or Media Buyer.

Termination by the County or Media Buyer hereunder shall not affect the rights of the County or Media Buyer as against the Licensee provided under any other section or paragraph herein. The County and Media Buyer do not, by exercising their rights under this Section, waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement.

If this Agreement is terminated or cancelled, the Licensee shall return intact all Fair admission passes, parking passes, and other event passes to the Media Buyer. The Licensee will be invoiced for the face value of any Fair admission passes, parking passes, or other event passes not returned or not returned intact.

19. Force Majeure. If any party is unable to perform any of its obligations under this Agreement as a direct result of an event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, epidemic, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of this Agreement (collectively, a

“force majeure event”), the time of performance may be cancelled with no penalties to any party. The parties agree to use best efforts to minimize the effects of such failures or delays.

20. Modification. This Agreement may only be modified in writing and such modification shall take effect only after such modification is duly executed by all parties.

21. Possessory Lien. In the event of default in payment or breach of any other condition of this Agreement or for any and all damages caused to the Premises, Fairgrounds or other property of the County by Licensee, its agents, employees or invitees, the County shall have a possessory lien upon any and all property stored, used or located on any property of the County and upon any sums of money advanced to or otherwise in the possession of the County.

22. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington and the parties stipulate that any lawsuit regarding this Agreement must be brought in Snohomish County, Washington.

23. Conflicts Between Attachments and Text. Should any conflict exist between any attached exhibit or schedule and the text of this Agreement, this Agreement shall prevail.

24. Non-Discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington’s Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Licensee shall comply with Chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Licensee of the Licensee’s compliance with the requirements of Chapter 2.460 SCC with respect to this Agreement. If the Licensee is found to have violated this provision or furnished false or misleading information in an investigation or proceeding conducted pursuant to Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Licensee’s obligations under other federal, state, or local laws against discrimination.

25. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the “Act”). To the extent that public records then in the custody of the Media Buyer or the Licensee are needed for the County to respond to a request under the Act, as determined by the County, the Media Buyer and Licensee agree to make them promptly available to the County. If the Media Buyer or Licensee consider any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Media Buyer and/or Licensee shall

clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Media Buyer and/or Licensee and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Media Buyer and/or Licensee (a) of the request and (b) of the date that such information will be released to the requester unless the Media Buyer and/or Licensee obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Media Buyer or Licensee fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this Section assumes, no obligation on behalf of the Media Buyer or Licensee to claim any exemption from disclosure under the Act. The County shall not be liable to the Media Buyer or Licensee for releasing records not clearly identified by the Media Buyer or Licensee as confidential or proprietary. The County shall not be liable to the Media Buyer or Licensee for any records that the County releases in compliance with this Section or in compliance with an order of a court of competent jurisdiction.

26. Severability. Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

27. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereto and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein.

COUNTY:

LICENSEE:

Date

Date

MEDIA BUYER:

Date

Template approved as to form only:

Deputy Prosecuting Attorney

Reviewed by Risk Management:

[] Approved [] Other

Risk Management

Schedule B

Compensation

The Contractor's compensation for services under this Agreement includes overhead and expenses and no other claims for reimbursement (i.e., retainer fee, travel, supplies) will be allowed under this Agreement.

1. The Contractor shall submit monthly invoices to the County with itemized expenses plus the monthly portion of the Contractor's fee for services. In order to ensure timely closeout, the Contractor shall submit its final invoice to the County no later than thirty (30) calendar days after each event and, in any event, no later than December 31 of the year in which services were provided. In no event shall the Contractor's invoices be paid by the County if they are submitted after December 31 of the year in which services were provided.
2. Billing/Payment/Accounting: Agency fees for placement, advanced costs and third party billing shall be as follows:
 - a. Costs: Any costs advanced by Contractor on the County's behalf shall be billed to the County and are payable in full within thirty (30) days, and, for advertising placement, at a minimum of two (2) weeks prior to the airing, publishing, posting, and/or dissemination of advertising materials.
 - b. County Advances: County shall advance funds to Contractor for costs and fees associated with the placement of County's advertising, based upon the approved work plan, not to exceed 25% of the remaining balance for a particular year. Contractor may apply said funds to payment of County's pre-approved placement costs. Upon request, Contractor shall provide County with a monthly accounting of full receipts and expenditures of funds advanced by County.
 - c. Contractor Fees: Fees are deemed earned at the time of placement of media. Agency will serve County throughout the year for media planning, placement, procurement and/or cancellation efforts as required. Contractor shall bill County for all such fees and County shall pay the same within thirty (30) days, and prior to the airing, publishing, posting, or dissemination of advertising materials.
 - d. Vendor/Third Party Billing: County acknowledges that at times it may be desirable, advantageous, or expedient for Contractor to directly contract with various third party vendors for the placement of County's advertising. Contractor may, but is not obligated to, enter into such third party contracts for County's benefit. As a precondition to entering into such contracts, Contractor may require County to advance funds as defined above in paragraph (b) above, and on such terms as Contractor deems necessary to pay such third party contracts. In any event, so long as Contractor enters into such third party contracts in good faith and for the exclusive benefit of the County, the County agrees to make payments to Contractor in such

amounts and at such times as necessary so as to enable Contractor to comply with the terms and conditions of such third party contracts.

- e. Placement: Placement means an agreement by a third party media vendor to air, publish, post or otherwise disseminate County’s advertising materials. For the purposes of this Agreement, Contractor is deemed to have placed County’s advertising material with a vendor when Contractor is the direct or indirect procuring cause of the vendor’s agreement to disseminate said materials regardless of whether Contractor is named as a formal party to any written agreement with the vendor.
- f. Changes and Cancellations: County has the right to modify, revise, or cancel placement by giving at least thirty (30) days’ notice. Contractor will take proper steps upon instructions from the County to effectuate such changes promptly. However, the County agrees to reimburse Contractor for any expenses incurred according to the terms and conditions of the Agreement for all work done prior to such modification, revision, or cancellation.

The Fair Park Marketing Team will provide Contractor with the budget for the 2027, 2028, 2029 and 2030 annually by January 31st of each year of this Agreement.

2026 BUDGET

The Contractor will be reimbursed by the County for services provided and/or eligible expenses incurred in an amount not to exceed \$200,000 plus tax for the 2026 Fair. Expenses eligible for reimbursement under the Agreement are defined as those listed in the below table entitled “2026 Fair Media Budget and Placement Plan.”

2026 Fair Media Budget and Placement Plan:

Digital: (SEM: Google/Bing; CPCV Video: Programmatic; YouTube/FB; Programmatic Display; etc.)	\$105,400
TV: (Cable, Broadcast, or Advanced TV (Digital – Roku, etc.)	\$25,800
Radio: (Broadcast stations and/or Digital Radio – Pandora, Spotify, etc.)	\$18,800
OOH: (Billboard/transit)	\$15,000
Contractor’s Fees (17.5% of Gross Media Budget)	\$35,000
Total Not to Exceed	\$200,000