

CONTRACTOR: Gibson Media, Inc.  
CONTACT PERSON: Todd M. Gibson, President  
ADDRESS: 108 S. Washington St Ste 204  
Seattle, WA 98166  
FEDERAL TAX ID NUMBER/U.B.I. NUMBER: 91-1977423/601 967 557  
TELEPHONE/EMAIL: (206) 244-9988/todd@gibsonmedia.net  
COUNTY DEPT: Conservation and Natural Resources/Fair Park  
DEPT. CONTACT PERSON: Amy Craven, Marketing Specialist  
TELEPHONE/EMAIL: (360) 805-6746/Amy.Craven@snoco.org  
PROJECT: Media Buying Services 2021-2025 Fairs  
AMOUNT: \$ 200,000.00  
FUND SOURCE: 002-509-541-4148  
CONTRACT DURATION: Execution through October 15, 2025

AGREEMENT NO 1 FOR MEDIA BUYING CONTRACT

THIS AMENDMENT NO.1 to that certain Agreement for Media Buying Contract (the “Agreement”) executed on February 10, 2021, is made by and between Snohomish County, a political subdivision of the State of Washington (the “County”) and Gibson Media Inc., a Washington corporation (the “Contractor”).

NOW, THEREFORE, for and in consideration of the benefits conferred on both parties and the mutual promises set forth below, the parties agree that the Agreement be amended as follows:

1. Schedule A-1, Scope of Services - attached hereto and by this reference made part of the Agreement hereby replaces the Schedule A to the Agreement.
2. Schedule B-1, Compensation - attached hereto and by this reference made part of the Agreement hereby replaces the Schedule B to the Agreement.
3. Schedule C-1, Compensation - attached hereto and by this reference made part of the Agreement hereby replaces the Schedule C to the Agreement.

IN WITNESS WHEREOF the parties execute this Amendment No.1 upon the signature date of the last party to sign.

SNOHOMISH COUNTY:

**Lacey Harper** Digitally signed by Lacey Harper  
Date: 2023.04.18 09:15:50  
-07'00'

County Executive Director Date

Approved as to form only:

**Rebecca J. Guadamud** Digitally signed by Rebecca J. Guadamud  
Date: 2023.04.04 09:54:27 -07'00'

Deputy Prosecuting Attorney Date

GIBSON MEDIA INC:

**Todd Gibson** Digitally signed by Todd Gibson  
Date: 2023.04.04 13:52:57  
-07'00'

Title: President Date

Approved as to form only:

Legal Counsel to the Consultant Date

COUNCIL USE ONLY	
Approved	<u>4/18/2023</u>
ECAF #	<u>2023-0368</u>
MOT/ORD	<u>Motion 23-147</u>

**Schedule A**  
**Scope of Services**

**SCOPE OF SERVICES**

The successful proposer will work with the Fair Marketing Specialist and shall provide:

**MEDIA STRATEGIES:**

- A. Digital Strategies – Programmatic, Display & Video, Social, Mobile, Hyper-Local, Search Engine Marketing & Search Engine Optimization marketing.
- B. Traditional Strategies – Television, Cable, Radio, Outdoor, Transit, Out-Of-Home, etc. marketing.
- C. Marketing Needs Assessment - Profile target demographics, determine goals, client/category research, and identification of challenges and competition analysis.

**MEDIA PLANNING:**

- A. Market Research and Media Planning, to include a determination regarding media mix based on target audience.
- B. Establish recommendations based on the Fair’s annual approved budget and campaign.
- C. Include multi-cultural media outlets.
- D. Provide a timeline identifying all tasks, all deliverables, and time in the scope of work.

**MEDIA BUYING:**

- A. Provide market research based on recent demographics and ratings data, strategic planning for media purchases and negotiation of all media rates, buying of the schedule placement (time/space) at the best price available.
- B. Establish strategic partnerships/added value promotions, cross marketing campaigns, PSAs, and sponsorship opportunities.
- C. Coordinate Fair’s appearance at Radio and TV stations as necessary.
- D. Coordinate on-air Radio and TV talent appearances at the Fair as necessary.

**MEDIA MANAGEMENT/EVALUATION/PAYMENT:**

- A. Distribution of the TV/Cable, Radio, Out-Of-Home and Digital ads to the media agencies.
- B. Process Insertion Orders, media tracking, and develop and execute comprehensive media strategy to maximize ROI/optimization against all offline promotional, continuity and activity.

- C. Analysis, Post Buys/Affidavits and Reconciliation Reports. Provide an end of the Fair recap and comprehensive evaluation of the plan and actual results achieved and negotiate any applicable adjustment based on actual fulfillment of proposed plan.
- D. Payments. Refer to Schedule B.

**OTHER:**

- A. Provide a dedicated representative to work with the Fair Marketing Specialist. Also, be available for meetings with the Fair Marketing Specialist in person or over the phone on a consistent basis.
- B. Have a successful positive working relationships with the media on behalf of the Fair, including: responding to last minute inquiries and resolving issues in a timely manner, organizing and attending media promotions meetings and following up with media stations.
- C. Assist with tracking contracts and insurance from the stations as necessary.
- D. Provide company's own necessary accommodations, travel and meals.
- E. Provide Insurance as indicated in the Media Buying Services Contract in Page 4, #12.
- F. Keep accurate and detailed files.

**County Responsibilities:**

The County (Fair) will provide the following:

- A. Creative services and production of the TV/Cable, Radio, Out-Of-Home and Digital ads.
- B. Contract and insurance processing for on-site media agencies.
- C. Compensation to Contractor. Refer to Schedule B.
- D. Admission, parking, and event passes for media and contractor personnel as deemed necessary.

## Schedule B Compensation

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

### Compensation and Contracting

Payment is for Media Buying Services provided - refer to Schedule A of the Agreement.

1. The Contractor will be reimbursed by the County for services provided and/or eligible expenses incurred in executing the Agreement, in an amount not to exceed \$200,000 for the 2023 Fair.
2. Expenses eligible for reimbursement under the Agreement are defined as those listed in the “2023 Fair Media Budget and Placement Plan” below and may be adopted by the County for years 2023-2024.
3. The Contractor shall submit monthly invoices to the County with itemized expenses from third parties for all eligible expenditures for which the Contractor seeks reimbursement, 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 completion of the services authorized by the Agreement for the particular year 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.

#### **2023 Fair Media Budget and Placement Plan:**

<b>Digital:</b> (SEM: Google/Bing; CPCV Video: Programmatic; YouTube/FB; Programmatic Display; etc.)	\$105,400
<b>TV:</b> (Cable, Broadcast, or Advanced TV (Digital – Roku, etc.)	\$27,800
<b>Radio:</b> (Broadcast stations and/or Digital Radio – Pandora, Spotify, etc.)	\$13,800
<b>OOH:</b> (Billboard/transit)	\$20,000
<b>Contingency</b>	\$3,000
<b>Contractor’s Fees</b> (15% of Gross Media Budget)	\$30,000
<b>Total Not to Exceed</b>	<b>\$200,000</b>

4. Billing/Payment/Accounting: Agency fees for placement, advanced costs and third party billing shall be as follows:
  - a. Costs: Contractor may, but is not obligated to, advance costs on County’s behalf for the placement of County’s advertising. Any costs so advanced by Contractor 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, per the approved Budget and Placement Plan as stated in Attachment C. 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. The County will contract directly with a third party vendor (media) for on-site booth space license agreements which require insurance.
- 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 budget for the 2024 and 2025 Fairs will be provided to the Contractor annually by January 31<sup>st</sup> of each contracted year.

## Schedule C

**2023 Evergreen State Fair (August 24 -September 4, 2023)**

**Media Buying Services – Gibson Media Inc.**

**Media Budget and Placement Plan** (as of 03-30-2023)

Contractor or County have the right to modify the placement timeline.

<b>TIMELINE</b>	<b>PLAN</b>	<b>MEDIA BUDGET/FEE</b>
<b>Phase One</b>	<b>Analysis</b>	
April 1-15 2023	<ol style="list-style-type: none"> <li>1. Define Objectives with Fair Marketing Team.</li> <li>2. Define Media Targets based on Objectives.</li> </ol>	
<b>Phase Two</b>	<b>Media Planning/Strategy/Development</b>	
April 15-30 2023	<ol style="list-style-type: none"> <li>1. Gauging media preferences based on Fair programming – multi-cultural media outlets, review proposals from media vendors, value-added/bonus media partners, on site partners, in-content programming, etc.</li> <li>2. Establish media parameters.</li> <li>3. Marketing Research &amp; Predictive Modeling.</li> <li>4. Build Advertising Plan/Calendar with Fair Marketing Specialist for: Digital, Radio, TV and OOH.</li> </ol>	<b>5% of \$200,000 Gross</b> (Media Buys & Fee) - Advanced
<b>Phase Three</b>	<b>Implementation/Execution/Evaluation</b>	
<b>May 2021</b>	<b>Final Implement Plan/Media Buys Placed</b>	<b>10% of \$200,000 Gross</b>
	<ol style="list-style-type: none"> <li>1. Secure Media Buys, and Implement Agreements. Fair to implement on-site media agreements.</li> <li>2. Pixel Placement.</li> <li>3. PR Appearances, promotions and Ticket Recaps.</li> </ol>	(Media Buys & Fee) - Advanced
May 15, 2023	<i>Fair to deliver Digital and Radio Ads &amp; Assets (General Fair and Concert) to Gibson for distribution</i>	
June 22 – Sept 4	<b>Radio Ads (General Fair) advertised</b> Check optimization	
June 22 - Sept 4	<b>Digital Ads (General Fair) advertised</b> Check optimization	
June 15	<i>Fair to deliver OOH Billboard and Transit Ads to Gibson for distribution</i>	
July 3 – Sept 4	<b>Digital Ads (Concerts) advertised</b> Check optimization	
10am May 26-	Concert Internet Pre-Sale: Concert 1	

10pm June 1		
June 2 at 10am	<b>Concert On Sale: Concert 1</b>	
10am June 2 10pm June 8	Concert Internet Pre-Sale: Concert 2	
June 9/10am	<b>Concert On Sale: Concert 2</b>	
10am June 9- 10pm June 15	Concert Internet Pre-Sale: Concert 3	
June 16/10am	<b>Concert On Sale: Concert 3</b>	
10am June 16 - 10pm June 22	Concert Internet Pre-Sale: Concert 4	
June 23/10am	<b>Concert On Sale: Concert 4</b>	
	<b>Concert On Sale: TBA</b>	
July 10-Sept 4	<b>Radio (Concert) paid ads run</b> Check optimization Check spot time & air checks Media Reporting & Recommendations	
July 15 – Sept 4	<b>OOH: Billboard(s) displayed</b>	
July 15 – Sept 4	<b>OOH: Transit Ad displayed</b>	
July 15	<i>Fair to deliver TV spots to Gibson for distribution</i>	
August 9-Sept 6	<b>TV Ads Aired: Cable, Broadcast, Advanced TV Optimization</b>	
August 12	Contingency – check in with Fair Marketing Specialist	\$3,000 Gross
<b>Phase Four</b>	<b>Recaps, Final Evaluations and Follow Up</b>	
September 5- October 15	Final: Billing Reconciliation, Reports, Performance metric summaries for all media, added-value recaps, campaign analysis, and plan evaluations.	