



10/1/15
Zoning??

TO: SCOTT ELLIS, CLERK OF THE COURT
FROM: STACY DELANO, TOURISM CONTRACT MANAGER AD
DATE: SEPTEMBER 22, 2015
SUBJ: CAPE PUBLICATIONS dba FLORIDA TODAY

Attached is the proposed agreement between the BoCC and Cape Publications dba Florida Today to handle the TDO's Vacation Planner Production and Printing Agreement and Online Vacation Planner. The County RFP process was utilized, Cape Publications dba Florida Today was the only company that bid and the TDC evaluated and recommended Cape Publications dba Florida Today at their August 26, 2015 meeting.

The terms of the contract are: two year contract from August 11, 2015 through August 11, 2017, with two one-year options; specifications and scheduling are included in Exhibit "A" and price list is included in Exhibit "B."

Please review and approve with signature. If you have any questions, please call the Contract Manager, Stacy DeLano at 433.4470.



TO: STOCKTON WHITTEN, COUNTY MANAGER
THRU: VENETTA VALDENGO, ASSISTANT COUNTY MANAGER *VV*
FROM: ERIC GARVEY, TDO EXECUTIVE DIRECTOR *EG*
DATE: SEPTEMBER 22, 2015
SUBJ: CAPE PUBLICATIONS dba FLORIDA TODAY

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Please review and approve for County Commission signature. If you have any questions, please call the Contract Manager, Stacy DeLano at 433.4470.

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM



SECTION I

The following information must be completed on all new contracts submitted to the Board.

1. Contractor: Cape Publications / Fl Today	
2. Fund/Account #: 1445 / 293220	Division Name:
4. Contract Description: Vacation Planner Production and Printing Agreement	
5. Contract Monitor: Stacy DeLano	6. Mail Stop #: 45
7. Dept./Office Director: Tourism Development/ Eric Garvey	8. Contract Type: Payable
ACTION DATE:	ACTION REQUIREMENT:

SECTION II

The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	✓	_____	GD	9/18/15
Risk Management (see pg. 2)	_____	_____	_____	_____
County Attorney	✓	_____	BA	9/29/15
Purchasing	✓	_____	Jan	9/30/15

If any office denies approval, the package will be returned immediately to the User Agency.

NOTE: This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will return the Initial Contract Form to department for contract to be entered into the Contract Management System. See AO-29 for additional information.

AO-29: EXHIBIT I



**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**



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	<u>YES</u>	<u>NO</u>		
User Agency	✓	_____	SD	9/4/15
Risk Management	✓	_____	JLS	8/27/2015
County Attorney	_____	_____	_____	_____

If any office denies approval, the package will be returned immediately to the User Agency.

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AO-29: EXHIBIT I

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
VACATION PLANNER PRODUCTION AND PRINTING AGREEMENT

TITLE: CAPE PUBLICATIONS, dba FLORIDA TODAY Communications

TDC AGREEMENT NUMBER:

This AGREEMENT made and entered into this 11th day of August, 2015, between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter called the "COUNTY"); and Cape Publications, dba FLORIDA TODAY Communications, P.O. Box 419000, Melbourne, Florida 32941 (hereinafter called the "AGENCY").

WITNESSETH

WHEREAS, pursuant to the Local Option Tourist Development Act, Brevard County has by Ordinance No. 102-116 through 102-123 and subsequent amendments thereto, established the Brevard County Tourist Development Council (hereinafter called the "TDC"), has levied and imposed a five percent (5%) tourist development tax, and has established a tourist development plan for the use of funds derived from such tax; and,

WHEREAS the TDC promotes and distributes the official Space Coast Vacation Planner, a free visitor information guide for use by potential visitors to our area in obtaining information concerning the area's tourism facilities, through the Tourism Development Office (hereinafter called the "TDO")

WHEREAS, the COUNTY desires to employ the AGENCY to coordinate, produce, print and distribute the Vacation Planner and an On-line Vacation Planner for the TDO;

WHEREAS, the AGENCY desires to provide services in accordance with this Agreement, and has represented to Brevard County that it has the competency and experience to perform such services in accordance with the terms and conditions as set forth herein; and

WHEREAS, the provision of such services shall mutually benefit the parties hereto and the residents of Brevard County, Florida.

NOW, THEREFORE, in consideration of the above and the mutual terms and conditions, promises, covenants and payments hereinafter set forth, COUNTY and AGENCY hereby agree as follows:

SECTION 1. SCOPE OF SERVICES.

The COUNTY does hereby retain the AGENCY, and AGENCY shall coordinate, produce and distribute the official Space Coast Vacation Planner, and perform in a satisfactory manner, those services required of AGENCY as set forth in Exhibit "A", hereinafter referred to as "Scope of Services," which is attached hereto and made a part hereof by this reference, as well as any other services or work that may, from time to time, be requested by the COUNTY, pursuant to a request for use of the materials produced under the Scope of Services in another format in a special project, entered into under existing Brevard County procedures. It is further understood and agreed that the parties may, by mutual written agreement, modify the Scope of Services described in Exhibit "A".

SECTION 2. TERM.

- a. The term of this Agreement shall commence August 11, 2015 and shall continue for a period of two (2) years. AGENCY shall commence work only

at the request of the COUNTY, or within five (5) days of receipt of written notice to proceed from the COUNTY.

- b. Renewal and Extension. This Agreement shall be reviewed within one hundred twenty (120) days prior to the end of its term, and may be renewed by the Chairman of the Brevard County Board of County Commissioners at the discretion of the County, for a period up to two additional one-year terms. No provision for automatic renewal of this Agreement shall be effective. Any renewal shall be in writing and executed by both parties.

SECTION 3. COMPENSATION.

As consideration for providing professional services hereunder, the COUNTY, shall pay AGENCY \$50,000 (fifty thousand dollars) annually for 125,000 count of 2016 Vacation Planners and Added Value Digital Campaign with USAToday.com and Native Display as quoted by the AGENCY and agreed to by the COUNTY for ~~up to a 112 page~~ ^{a 76 ~~page~~ page} perfect bound publication, as described in AGENCY'S Compensation, attached hereto and incorporated herein by this reference as Exhibit "B". The sums provided in said Exhibit "B" shall be the only compensation to which AGENCY is entitled, and shall include all office overhead, employee benefits, secretarial, and other support for overhead services required by AGENCY for the performance of any and all duties or obligations herein set forth.

SECTION 4. REVENUE SHARE.

For net advertising sales revenue generated (advertising revenue less 10% sales commission paid) over \$100,000, revenue shall be split 50/50 between COUNTY and AGENCY. If gross ad revenue exceeds \$100,000 on date of delivery, AGENCY will

reduce the invoice to COUNTY by 50% of the amount of net revenue collected in excess of \$100,000. AGENCY shall provide a statement showing all advertisers and their Contracted rate. A reconciliation of accounting shall occur 60 and 90 days after date of delivery, which may result in a revenue share payment to the COUNTY.

SECTION 5. ADMINISTRATION OF SERVICES.

AGENCY shall, in all respects, be responsible for the administration of its own personnel deemed necessary to perform all services contemplated by this Agreement. AGENCY shall have the right to subcontract portions of the services required to be performed to other firms, persons and companies, in order to carry out the Scope of Services contemplated hereby; but shall, at all times, remain liable for the proper performance and completion of all work and other services required hereby, including supervision and administration of all such personnel, firms and companies. AGENCY shall not subcontract any portion of the work required under this Agreement without prior written approval of the COUNTY. This approval by the COUNTY shall not be unreasonably withheld.

SECTION 6. BILLING AND PAYMENT.

a. Method and Time of Payment.

1) The AGENCY shall submit to the COUNTY a written statement detailing the services rendered by the AGENCY. Upon certification by the TDC Executive Director, or his designee, that the AGENCY has performed such services in conformance with this Agreement, the AGENCY shall be entitled to receive the specified amount, as set forth at Exhibit B.

2) Payment shall be made only after verification and approval of services as specified in the Florida Statutes.

3) Upon approval of such request for payment by the COUNTY, COUNTY agrees to pay such invoice within the timeframe specified in Section 218.70 et seq., Florida Statutes, the "Florida Prompt Payment Act".

b. Partial Payment. In the event a portion of an invoice submitted by the AGENCY, as specified in Paragraph (1) above is disputed, payment for the disputed amount shall be withheld pending resolution of the dispute, and the remainder of the invoice(s) will be processed for payment without regard to that portion which is in dispute.

c. Availability of Revenues. The COUNTY, in conjunction with the Florida Department of Revenue, projects revenues for each fiscal year beginning October 1. The AGENCY and COUNTY mutually agree that payment during each fiscal year beginning October 1, is subject to actual revenues being approximately equal to projected revenues. In the event this Agreement extends beyond the COUNTY's current fiscal year that begins on October 1 of each year and ends on September 30 of each succeeding year, the AGENCY and COUNTY mutually agree that performance and payment during subsequent fiscal periods is contingent upon the continued availability of legislatively approved tax revenues. The COUNTY shall be the final determiner of the availability of such revenues.

SECTION 6. ADDITIONAL REQUESTS

To the extent the COUNTY requests AGENCY to perform additional work or special projects in another format, incorporating the use of the materials produced under the Scope of Services, then upon receipt of a written directive from the COUNTY to perform such additional service, AGENCY agrees to perform the same. In connection with such additional service, the AGENCY may seek additional compensation from the

COUNTY but shall not proceed without the COUNTY'S delivery of a written notice to proceed for said additional service and without approval of costs associated with the additional service.

SECTION 7. TITLE TO DELIVERABLES.

All tangible and intangible property, including but not limited to, mailing lists, ideas, or plans developed by the AGENCY for the COUNTY during the term hereof, shall be the property of the COUNTY. The COUNTY shall have the unrestricted authority to disclose, distribute, sell and otherwise use any data prepared under this Agreement. Neither the AGENCY nor any approved subcontractor shall have any proprietary interest in the materials developed under this Agreement. There shall be no additional compensation for the right and property granted under this paragraph.

SECTION 8. DISSEMINATION OF INFORMATION.

Any data, reports, information, etc., given to, prepared or assembled for or by the AGENCY under this Agreement which the COUNTY requests be kept as proprietary shall not be made available to any individual or organization without the prior written approval of the COUNTY.

Copyrights. No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the COUNTY, under this agreement shall be subject to copyright by AGENCY in the United States or any other county.

SECTION 9. AUTHORIZED REPRESENTATIVES.

The parties agree that in order to facilitate the orderly and efficient implementation of the Scope of Services and the work contemplated by this Agreement, each party shall appoint an authorized representative (or representatives) for such party. The parties understand and agree that only the Board of County Commissioners has the

authority to approve changes or modifications to this Agreement on behalf of the County except as stated in Section 2.b. The AGENCY'S representative shall be authorized to act on behalf of AGENCY regarding all matters involving the conduct of its performance under this Agreement. The initial representatives shall be Eric Garvey, Brevard County Office of Tourism Director, for the COUNTY; and Greg Watson, for the AGENCY. Either party shall have the right to change its authorized representative or representatives, or to add additional representatives, from time to time, throughout the term hereof, by giving written notice to the other party hereto in accordance with the notice provisions of this Agreement.

SECTION 10. INDEMNIFICATION.

a. Claims, Liabilities or Damages. The AGENCY shall indemnify and hold the COUNTY harmless from and against:

1) Any and all claims, liabilities, or damages arising from contracts between the AGENCY and third parties made pursuant to this Agreement, including the cost of litigation and counsel fees.

2) Any and all claims, liabilities, or damages arising from the preparation or presentation of any programs covered by this Agreement, including the cost of litigation and counsel fees.

3) No provision of this Agreement shall be construed as a waiver by the COUNTY of any right, defense or claim which the COUNTY may have in any litigation arising under this Agreement. Nor shall any Agreement provision be construed as a Waiver by Brevard County of any right to initiate litigation.

SECTION 11. INSURANCE.

The AGENCY shall at its own cost and expense during the term of this Agreement, continuously maintain in force a policy of insurance for general liability in the minimum amount of one million dollars (\$1,000,000) covering its operations under this contract and naming the COUNTY as an additional insured.

Said insurance policies shall be written by a company or companies licensed to do business in the State of Florida, and approved by the COUNTY. A certificate or certificates evidencing the maintenance of said insurance shall be furnished to the COUNTY within five (5) days of execution of this Agreement, and shall provide that the insurance evidenced by the certificate should not be canceled or reduced, except after thirty (30) days from receipt by the COUNTY of prior written notice thereof.

SECTION 12. TERMINATION.

a. Termination. Either party may terminate this Agreement by giving the other party written notice at least sixty (60) days prior to the effective date of termination. Upon receipt of written notice of termination, the AGENCY shall provide only those services and incur only those expenses specifically approved or directed in writing by the COUNTY. All other rights and duties of the parties shall continue during such notice period, and the COUNTY shall be responsible to the AGENCY for payment of any contract obligation incurred with third parties during this period only if approved in advance in writing by the COUNTY.

b. Termination for Breach. This Agreement may be terminated with ten (10) days written notice by the COUNTY for cause upon failure of the AGENCY to materially perform pursuant to any of the provisions or requirements set forth herein.

Delivery of notice shall be made, in the event of such termination, to the AGENCY at the address indicated above.

c. Termination by Law. In the event Brevard County Code of Ordinance Sections 102-116 through 102-123 (Tourist Development Tax) is repealed or expires, as provided by law, this Agreement shall be deemed to terminate automatically upon the effective date of said repeal or expiration.

d. Termination Billings. Upon termination of this Agreement the AGENCY shall bill the COUNTY for all amounts not previously billed and due the AGENCY at that time. The AGENCY shall be entitled to payment for service during the termination period only if said services or placements are approved in writing by the COUNTY after receipt of the notice or, with the express written consent of the COUNTY, for services approved prior to the effective date of termination.

SECTION 13. NOTICES.

Any notices required or permitted by this Agreement shall be in writing and shall be deemed delivered upon hand delivery, or three (3) days following deposit in the United States postal system, postage prepaid, return receipt requested, addressed to the parties at the following addresses:

FOR COUNTY

Eric Garvey, Executive Director
Office of Tourism Development
430 Brevard Ave., Suite 150
Cocoa, FL 32922

FOR AGENCY

Greg Watson, Director of Sales & Marketing
Cape Publications / Florida Today Communications
P.O. Box 4419000
Melbourne, FL 32941

SECTION 14. MODIFICATION.

This writing contains the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. No agent, employee, or other representative of either party is empowered to alter the terms of this Agreement, unless done in writing and signed by an Executive Officer of the AGENCY and the Board of County Commissioners, or designee.

SECTION 15. APPLICABLE LAW.

The validity, interpretation, and performance of this Agreement shall be controlled and construed under the ordinances of Brevard County, and the Laws and Statutes of the State of Florida. It shall be the AGENCY's responsibility to be aware of and comply with all federal, state and local laws.

SECTION 16. WAIVER.

The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any other or future violation, breach or wrongful conduct.

SECTION 17. AVAILABILITY OF RECORDS.

The AGENCY shall maintain records, books, documents, papers and financial information pertaining to work performed under this Agreement. The AGENCY agrees that the COUNTY'S or any of their duly authorized representatives shall, until expiration of three (3) years after final payment under this Agreement, have access to, and the right to examine any pertinent books, documents, papers, and records of the AGENCY involving transactions related to this Agreement. In the event that such audit is in progress at the expiration of the aforementioned three (3) year period, access to and

right to examine will continue until completion of such audit. The COUNTY may cancel this Agreement for refusal by the AGENCY to allow public access to all COUNTY materials, files, records, documents, papers, letters, or other material pertaining to work performed under this Agreement and subject to the provisions of the Florida Statutes.

SECTION 18. CHANGE IN OWNERSHIP.

The AGENCY shall notify the COUNTY within ten (10) days of execution of any changes in ownership that alters more than twenty-five (25) percent of the ownership of the agency.

SECTION 19. INTEREST OF MEMBERS OF COUNTY AND OTHERS.

No officers, members, employees of the COUNTY, no member of its governing body, no other public official of the governing body of the locality or localities in which services for the facilities under this Agreement are to be carried out, who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of the project, shall participate in any decision relating to this Agreement which affects their personal interest, or have any personal interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION 20. INDEPENDENT CONTRACTOR.

It is hereby mutually agreed that the AGENCY is and shall remain an independent contractor and is not an employee or agent of the COUNTY. The AGENCY shall procure, pay for, and maintain Workers' Compensation insurance in an amount as required by law.

SECTION 21. EQUAL OPPORTUNITY EMPLOYMENT.

During the performance of this Agreement, the AGENCY agrees as follows:

a. The AGENCY shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, or age. The AGENCY shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, nation origin, sex, or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The AGENCY agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

b. The AGENCY shall, in all solicitations or advertisements for employees placed by or on behalf of contractor, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, national origin, sex or age.

SECTION 22. ASSIGNMENT.

The COUNTY and the AGENCY each bind itself and its successors, legal representatives, and assigns to the other party to this Agreement, and to the partners, successors, legal representatives, and assigns of such other party, and in respect to all covenants of this Agreement; and neither the COUNTY nor the AGENCY shall assign nor transfer their interest in this Agreement without the prior written consent of the other party.

SECTION 23. CLAIMS FOR SERVICES.

No claim for services rendered by AGENCY not specifically provided for in this Agreement will be honored by the County.

SECTION 24. SEVERABILITY.

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

SECTION 25. COMPLIANCE WITH LAWS.

The AGENCY agrees to comply with all applicable federal, state and local laws, rules and regulations during the course of this Agreement.

SECTION 26. PUBLIC ENTITY CRIMES.

The AGENCY hereby agrees to comply with the requirements of Section 287.132 (3) (d), Florida Statutes, by fully executing the "Public Entity Crime Affidavit" which is attached hereto as "Exhibit D", and incorporated herein by this reference.

SECTION 27. ATTORNEY'S FEES.

In the event of any legal action to enforce the terms of this contract each party shall bear its own attorney's fees and costs.

SECTION 28. GOVERNING LAW.

This agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

SECTION 29. VENUE.

Venue for any legal action by any part to this agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.

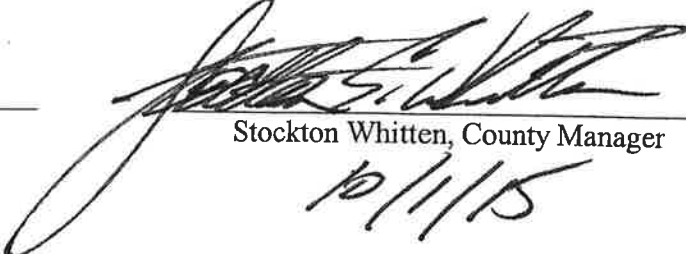
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed the 11th the day of August 2015.

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA






Scott Ellis, Clerk



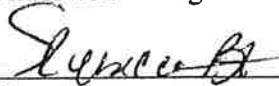
Stockton Whitten, County Manager
10/1/15

CAPE PUBLICATIONS, dba FLORIDA TODAY

By: 

Stephanie McLoughlin, Advertising Director

Reviewed for legal form and content:



County Attorney

Date 9/3/15

EXHIBIT A
(4-pages total)

SCOPE OF SERVICES

The following guidelines and services must be adhered to and provided by the AGENCY in producing each issue:

Vacation Planner:

- Size: 8 3/8" x 10 3/4" with 72 pages with full-color on each + 4 page cover
- Cover Stock: 80-lb gloss cover
- Text Stock: 60-lb. gloss #3 text
- Cover Ink: 4/4 with bleeds + UV/Varnish 1 side
- Text Ink: 4/4 with bleeds
- Bindery: Perfect bound on the 10 3/4" side
- Packaging: shippable cardboard boxes, no more than 25 lbs.

Pull-Out Map:

- Size: Match size to fit in Vacation Planner
- Pages: 4
- Paper: 70-lb gloss text
- Ink: 4/4 with bleeds
- Bindery: bind in with perf

Advertising / Editorial:

- Minimum advertising split of 60% editorial / 40% advertising. Editorial Content will include:
- Full listing of Hotels, Motels, Campgrounds, Condominiums and agencies as provided by TDC
- TDC website information and listing of TDC social media extensions
- Calendar of Events
- Listing of attractions
- Information on Kennedy Space Center Visitor Complex
- Information on Brevard Zoo
- Information on Port Canaveral and cruises
- Information on Hidden Gems and short driving itineraries
- Visitor Information
- Information on Brevard County golf courses, fishing, running & cycling events
- Information about weddings
- Information about Brevard County beach parks
- Information about dining and restaurants, museums, nature destinations, and spas

Production:

- Set-up, layout and printing, as well as, an on-line version.
- All advertising sales.
- Design and set-up of all advertisements.

Distribution:

- A one-time distribution to 5 Florida Welcome Centers.
- Provide storage for Vacation Planners at the FLORIDA TODAY Melbourne facility.
- Shipment of boxes to TDO, TDC visitor center(s), and Fulfillment Company (company name provided by TDC) when required.

(at TDO expense) *SPM*

Online Version

FLORIDA TODAY will include a turn-page electronic version of the Vacation Planner that will include live links to all websites and advertisements. This online electronic version will have the ability to include video, slide shows, and access to analytics and monthly reports.

Cover

The TDC will have final approval of the cover design along with input on the cover theme. The cover will be printed on 80-lb. gloss or matte COVER stock and coated with either a UV or varnish coating.

Photography

FLORIDA TODAY has a library of photography that will be available for use in Florida's Space Coast Vacation Planner. Our talented photographers have captured candid photos of people from all over the world, vacationing on the Space Coast and enjoying the actual activities promoted in the Vacation Planner. We have photography of local nature, the beach, surfing, kayaking, local events, space-related photography, and more ready to choose from.

Work Load

FLORIDA TODAY understands the importance of this project and the necessity of meeting the time schedule. Although your selected team will not be working on your project solely, your team has been chosen based on their skills, past experience with similar projects and their projected workload. A production schedule has been reserved for your project in all of your project team's schedules ensuring that each team member has ample time and focus on this important project.

PRODUCTION SCHEDULE/TIMELINE — VACATION PLANNER

Week 1:

- Sales materials produced

Week 2:

- Advertising kickoff to sales team
- Meeting with TDO to determine wants/needs for new planner and cover design direction

Week 4:

- Present preliminary outline and design concept
- Receive updated info-map, visitor information, Port, cruises, Kennedy Space Center and Brevard Zoo.

Week 5:

- Receive updated listings for accommodations, attractions, fishing, dining, golf, parks and Hidden Gems

Week 6:

- Receive Calendar of Events

Week 8:

- Ad sales deadline
- First set of proofs to TDC

Week 9:

- Proof changes due back to FLORIDA TODAY
- Second section of proofs to TDC

Week 10:

- Proof changes due back to FLORIDA TODAY

Week 11:

- Ads dropped in
- Cover to printer
- Entire planner proof to TDC
- Files sent to Visit Florida for approval

Week 12:

- Final changes due to FLORIDA TODAY
- Files to printer

Week 14:

- Planners delivered

EXHIBIT "B"
PRICE LIST

	<u>Cost</u>
125,000 Vacation Planners One-time Annual print in December Minimum 72 pages + covers Size: 8 3/8" x 10 3/4" / Perfect bind and trim	50,000 for ad sales up to 100,000 gross

Overrun Cost per 1,000

Delivery by December 21, 2015: AGENCY shall deliver 125,000 (One hundred twenty-five thousand) copies of the Vacation Planner by December 21, 2015.

Revenue Share: If gross sales exceed \$100,000 on date of delivery, AGENCY shall reduce the invoice by 50% of the amount of net revenue collected in excess of \$100,000. A reconciliation of accounting shall occur 60 and 90 days after delivery, which may result in a revenue share payment to the COUNTY.