

The Florida Bar PURCHASE ORDER

Pay to: **SachsMedia P.O.Box 109
Tallahassee, FL 32302**

No. 2129

Date July 25, 2023

Acct. String 100-0051-40001-00000-5101

Dept. Visa Purchase \$ 114,000.00
 ACH/VCN \$ _____
 Check \$ _____

Is this a Single Source purchase? If yes, fill in the box.

Explanation of single source:
 Public relations consulting and media services. Five years ago we did bid quotes for this service and found that Sachs was the least expensive for consulting and media services.

Subject to conditions and terms stated hereon, please enter our order for the following: Tax Exemption No. 85-8012620712C-8

# OF PAYMENTS	DESCRIPTION INCLUDING QUANTITY OF PURCHASE OR PAYMENT	TOTAL PRICE
12	Public relations consulting and media services \$9,500 a month x 12 = \$114,000.00 Extension of Contract ED0040 dated 5/9/2019 Services July 2023 - July 2024	\$114,000.00
TOTAL		\$114,000.00


All shipping FOB destination unless otherwise specified.

SHIP TO DEPT: _____

1. Purchase Orders must be approved by Dept. Director and DD if over \$10K and CFO if single source.
2. Mail original and duplicate invoice to Accounts Payable, The Florida Bar, 651 East Jefferson Street, Tallahassee, FL 32399-2300.
3. Invoices and Shipping Receipts must bear Purchase Order Number.
4. Attach bid summary or pricing sheet unless single source.

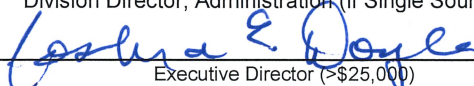
Approved by:

Melanie Strickland

 Requestor


 Department Head

 Division Director (> \$10,000)

 Division Director, Administration (if Single Source = Yes)


 Executive Director (>\$25,000)

Submit PO electronically for approval. Final approved document with support to Zendesk.

LETTER of AGREEMENT

Agreement made this 9th day of May, 2019, between SACHS MEDIA GROUP, INC., a Florida corporation (herein referred to as "Agency"), 114 S. Duval Street, Tallahassee, FL 32301, and THE FLORIDA BAR (herein referred to as "Client"), 651 E. Jefferson Street, Tallahassee, FL 32399.

WHEREAS, the Client has solicited certain vendors and providers of certain strategic counsel, marketing, public affairs, media and other services, and desires to be engaged by the Client pursuant to the Client's Request for Proposals for Communications, Public Affairs, and Marketing Services dated 2/1/19 ("RFP");

WHEREAS, the Agency is in the business of providing certain strategic counsel, marketing, public affairs, media and other services, and desires to be engaged by the Client;

WHEREAS, the Agency submitted its response to the RFP dated 3/1/19 ("RFP Response"); and,

WHEREAS, the Client and Agency desire to enter into this agreement in connection with the services to be provided by the Agency to the Client, consistent with the RFP and Response to the RFP.

THEREFORE, the Client and Agency agree as follows:

1) Appointment of the Agency

For the purposes of this agreement, the Agency is retained and appointed to represent/advise the Client, subject to the terms and conditions of this Agreement.

2) Agency Services

Services are defined as below and in the RFP.

Agency shall serve as the Client's Representative and shall perform up to **60 hours** of service per month of any of the following Agency services necessary to meet the Client's prioritized needs and goals, which the Client will communicate in writing to Agency at least on a quarterly basis, as part of the work covered by the compensation described in Section 4 of this Agreement.

Strategic Counsel and Guidance. Agency will help guide Client on Client's external communications, marketing and public affairs strategies and issues, including identifying additional and new communications, public affairs and marketing opportunities that support or bolster Client's strategic plan and mission.

Branding and Marketing. Agency will recommend and implement branding and marketing strategies, including digital marketing strategy for Client's designated programs, services and key issues.

Public Affairs Support. Agency will advise on and implement public affairs strategies in coordination with Client's legislative consultants, including strategic messaging, coalition building, earned media and issue advertising.

Public Education. Agency can conceive, develop, and implement public education outreach programs and activities as directed by Client on Client's organization, the legal profession and the judicial system.

Local Member Support. As directed by Client, Agency can provide communications support for joint activities of Client and local voluntary bars.

Copywriting and Creative Design. As directed by Client, Agency can draft key messages and copy to communicate with Client's various audiences, which may include producing multimedia presentations, graphics and infographics, social media content, email design and targeting, website postings/pages, publications, thought leadership, and other forms of communications including digital communications.

Media Outreach. As directed by Client, Agency may serve as media liaison, screen media calls, and pitch stories to news media. Agency will draft and compose news releases, op-eds, letters to the editor, statements by the President, talking points, fact sheets, messaging materials and other tools as directed or needed to generate and shape media coverage, all as directed by and subject to the control of the Client. Agency will be available to arrange, coordinate and manage media interviews and appearances, editorial board meetings and press conferences.

Media Training. As requested and needed, Agency will provide media training and coaching for Client's executives, staff and representatives.

Crisis Management. Agency will help with crisis-related strategic counsel, crafting of messaging and media training for high-stakes interviews or issues that might arise during the terms of this Agreement.

Social Media. Agency will advise on social media strategy, and will assist as needed with a content calendar and content creation to inform and engage Client's members about key issues to be published through and promoted by Client's social media channels.

Planning and Board Meetings. Agency will meet with Client representatives at the beginning of each annual contract period under this Agreement and at the midyear point, either in person or by teleconference as determined by Client. In addition, Agency will provide a written report (four weeks in advance) and a verbal report by teleconference, when requested, for/at each of six meetings of the Client's Board of Governors Communications Committee. The Agency may attend other teleconference meetings as needed. An Agency representative will be available to attend any

physical Bar meetings, upon request and with written pre-approval by Client's Executive Director and/or Director of Communications.

Client Communications. Agency will communicate on a day-to-day basis only with the Client's Director of Communications; sending weekly status reports and engaging in weekly or as-needed conference calls with Client staff to discuss and review progress on work underway and to review and plan future projects and work.

Campaign and Monitoring Reports. Agency will conduct media monitoring and clipping of brand mentions across publicly available digital media outlets and will provide Client with a summary of noteworthy clips on a monthly basis.

3) Duration of Agreement

a. The Agency services to be rendered by the Agency under this Agreement, for which a fee shall be paid, shall commence effective **June 1, 2019** and shall continue through **June 30, 2020** (13 months), unless terminated sooner.

b. This Agreement shall automatically renew for a successive term, starting **July 1, 2020** and shall continue through **June 30, 2021** (12 months), upon the same terms and conditions contained herein.

c. Thereafter and upon written notice from the Client, this Agreement shall renew for successive terms equal to the term noted in 3)b. above, upon the same terms and conditions contained in this Agreement.

4) Agency Compensation

Client shall pay Agency a fee of **\$9,500 per month** for the services listed in Section 2. Fee payments are due on the first day of each month for work to be performed during that month. Changes in scope of work during the Agency's representation of the Client may require changes in fee structure. Changes in the scope of work may be accomplished only by written change order or direction from the Client. Additional services are also available on a project basis for additional cost. Invoices are to be paid within 30 days of receipt. Agency reserves the right to charge 15% interest on invoices more than 30 days old.

If Client directs Agency staff to travel as part of this Agreement, Client will reimburse reasonable, actual travel expenses incurred in a manner consistent with Clients' travel policies and procedures.

The set fee above does not include the commissioning or purchase of products or services from third parties pursuant to Section 7, below. If Agency is directed to commission or purchase products or services from third parties on behalf of Client, Client will be responsible for payment of approved third-party costs, if any, within thirty (30) days of submission of a detailed invoice from Agency.

5) Termination & Remedies

- a. **Termination for Cause.** The Client may terminate the Agreement if the Agency fails to provide deliverables within the time specified in the Agreement or any extension; maintain adequate progress, thus endangering performance of the Agreement; honor any term of the Agreement; or abide by any statutory, or regulatory, or licensing requirement. The Agency shall continue work on any work not terminated. Except for defaults of subcontractors, the Agency shall not be liable for any excess costs if the failure to perform the Agreement arises from events completely beyond the control, and without the fault or negligence, of the Agency. If the failure to perform is caused by the default of a subcontractor, and if the cause of the default is completely beyond the control of both the Agency and the subcontractor, and without the fault or negligence of either, the Agency shall not be liable for any excess costs for failure to perform, unless the subcontracted deliverables were obtainable from other sources in sufficient time for the Agency to meet the required delivery schedule. If, after termination, it is determined that the Agency was not in default or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Client. The rights and remedies of the Client in this clause are in addition to any other rights and remedies provided by the law or under the Agreement.
- b. **Termination for Convenience.** Client, with sixty (60) days' written notice to the Agency, may terminate the Agreement in whole or in part when the Client determines in its sole discretion that it is in the Client's interest to do so. The Agency shall not furnish any continued portion of the Agreement, if any.
- c. **Termination for Death or Disability.** In the event of the death of the principals or other key personnel of the Agency ("Critical Person"), or in the event the Critical Person becomes disabled as defined below, Client shall have the option of terminating this Agreement upon thirty (30) days' written notice to Agency. On such termination date, this Agreement shall terminate and neither party will have any further obligations with respect to this Agreement. For purposes of this section, "disabled" shall mean the inability of the Critical Person to perform his or her customary duties for the Client for a period of at least sixty (60) consecutive days. In the event the Agency disputes whether the Critical Person is disabled, the Critical Person shall submit to examinations by two medical doctors, one selected by the Client and the other selected by the Agency. The two medical doctors shall examine the Critical Person and determine whether it is more likely than not that the Critical Person will be unable to perform his or her customary duties for Client for a period of sixty (60) consecutive days from the date of the examination. If the two medical doctors agree, their decision shall be binding and final. If the two medical doctors disagree, they shall select a third medical doctor, whose determination shall be final and binding.
- d. **Payment.** Within thirty (30) days of termination, and provided Agency is not otherwise in default of its obligations under this Agreement, Agency shall be entitled to compensation pursuant to this Agreement, for the period through and including the date of termination.

- e. **Remedies.** In any action brought to enforce the terms of this Agreement, or for a breach thereof, the prevailing party, in addition to and exclusive of any other right, claim, remedy or relief, shall be entitled to recover its reasonable fees and costs, including reasonable attorney's fees and costs incurred.

6) Communication with Agency

Client will communicate regularly with Agency and provide prompt feedback and approval of work product. Client will inform Agency if any issues exist with its services so Agency can address them promptly; failure to do so means Agency may assume the services were satisfactory.

7) Third-Party Services

Agency may, in its discretion but subject to written pre-approval from Client, engage or commission third-party services such as, but not limited to: purchase of proprietary media (photos, footage, etc.); purchase of data storage equipment for original video footage or design files; domain name purchases; and commissioning of professional photography, videography, illustration, or website hosting.

As directed by Client, Agency shall coordinate placement of print, broadcast, and digital advertising. Agency shall submit advertising plans to the Client for pre-approval prior to purchasing such advertising. Agency shall be entitled to a standard industry commission of 15% on media buys of up to \$200,000 and 10% on the amount of the buy exceeding \$200,000.

8) Authorization of Agency

As part of the Agency's obligations pursuant to this Agreement, it shall provide an adequate and experienced staff, consistent with or in excess of that specified in the RFP, the RFP Response, and the Client's requirements. The Agency shall review and inspect the work of its subcontractors and others on a regular basis for defects and deficiencies in their work and for conformance with the requirements of the Agreement, and shall stop the work of subcontractors if necessary. The Agency shall provide notification at regularly scheduled progress meetings of any major defects or deficiencies and recommend remedial action. Further, the Agency shall ensure and require that all subcontracts or other agreements with third parties incorporate the requirements of this Agreement, including as applicable insurance, indemnity, confidentiality and proprietary matters.

9) Modification

This writing contains the entire Agreement of the Parties and shall be subject to modification only by subsequent writing signed by the parties hereto.

10) Venue

This Agreement is governed by the laws of the State of Florida and the intellectual property laws of the United States of America, irrespective of choice of law rules. Any action, suit, or other proceeding arising out of or related to this Agreement shall be instituted in the United States

District Court for the district encompassing Leon County, Florida, or the Circuit Court of the State of Florida in the circuit encompassing Leon County, Florida. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

11) Indemnification

The Agency shall indemnify, defend and hold the Client harmless from all claims, suits, judgments or damages including litigation costs and reasonable attorneys' fees arising from the Agency's performance of the tasks and duties that are subject to this Agreement, including: obtaining consent of any nature whatsoever; protecting the Client against claims for the unauthorized use of the name or likeness of any person, libel, slander, defamation, disparagement, piracy, plagiarism, unfair competition, idea misappropriation, infringement of copyright title, patent, slogan and other property rights and any invasion or the right of privacy; and any claims arising from contracts between the Agency and other parties made pursuant to this Agreement.

12) Ownership Interest

Each party shall retain ownership of its copyrightable materials, trademarks, patented or patentable inventions, processes, and templates, and nothing in this Agreement shall render the parties joint authors. Agency agrees that any final tangible work product(s) it delivers to Client pursuant to this Agreement shall be considered a "work made for hire" if qualified by the copyright laws of the United States. If for any reason such product is determined at any time not to be a "work made for hire," Agency irrevocably transfers and assigns to Client all right, title, and interest therein, including all copyrights.

13) Records

- a. Agency agrees at all times during the term of this Agreement and thereafter to hold in strictest confidence, and not to use, except for the benefit of the Client to fulfill Agency's obligations under this Agreement, or to disclose to any person, firm or corporation without written authorization of the Client, any confidential information of the Client. Agency understands that "confidential information" means any Client proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, plans, products, services, member lists, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed by the Client either directly or indirectly in writing, orally, electronically or otherwise. Further, confidential information includes "trade secrets" within the meaning of the Florida Uniform Trade Secrets Act, Section 688.001, *et seq.*, Florida Statutes. Confidential information does not include any of the foregoing items that has become publicly known and made generally available through no wrongful act of the Agency or of others who were under confidentiality obligations as to the item or items involved.
- b. All documents, papers, letters or other materials relating to this Agreement that do not meet the above definition of "confidential information" are required to be available for public access as provided by Florida law. Such records shall be maintained for a period of 5 years

after the expiration of the Agreement. The Client may unilaterally cancel the Agreement for the Agency's refusal to allow access to public records.

14) Conflict of Interest

Agency represents and warrants the following:

No Current Conflict of Interest. That Agency has no current business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

Notice of Potential Conflict. If any such actual or potential conflict of interest arises under this Agreement, Agency shall immediately inform the Client of such conflict.

Termination for Material Conflict. If, in the reasonable judgment of the Client, such conflict poses a material conflict to and with the performance of Agency's obligations under this Agreement, Agency will end said conflict. If Agency does not end the conflict, Client may terminate the Agreement immediately upon written notice to Agency; such termination of the Agreement shall be effective upon the receipt of such notice by Agency.

15) Force Majeure, Notice of Delay, and No Damages for Delay

The Agency shall not be responsible for the delay resulting from its failure to perform if neither the fault nor the negligence of the Agency or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Agency's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Agency. In case of any delay the Agency believes is excusable, the Agency shall notify the Client in writing of the delay or potential delay and describe the cause of the delay either within ten (10) days after the cause that creates or will create the delay first arose, if the Agency could not reasonably foresee that a delay could occur as a result, or if delay is not reasonably foreseeable, within five (5) days after the date the Agency first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE AGENCY'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.

Providing notice in strict accordance with this section is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Client. The Agency shall not be entitled to an increase in the Agreement price or payment of any kind from the Client for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, the Agency shall perform at no increased cost, unless the Client determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Client, in which case the Client may accept allocated performance or deliverables from the Agency, provided that the Agency grants preferential treatment to Client with respect to deliverables subject to allocation; purchase from other sources (without recourse to and by the Agency for the related

costs and expenses) to replace all or part of the deliverables that are subject of the delay, which may be deducted from the Agreement total; or terminate the Agreement in whole or in part.

16) Warranty

a. **Authority.** Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

b. **Ability to Perform.** The Agency warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Agency's ability to satisfy its Agreement obligations. The Agency shall immediately notify the Client in writing if its ability to perform is compromised in any manner during the term of the Agreement.

17) Miscellaneous

a. **Dispute Resolution.** The parties shall attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations between the parties. If the matter is not resolved by negotiation within 30 days, the parties shall attempt to resolve the matter by using mediation, before filing a legal action.

b. **Waiver.** The delay or failure by the Client to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of the Client's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

c. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

d. **Notice.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses set forth at the beginning of this Agreement or to such other address as one party may have furnished to the other in writing.

e. **Construction and Interpretation.** This Agreement shall be deemed as if it were drafted by both parties in a mutual effort.

f. **Assignment.** Agency may not assign or transfer this Agreement without the prior written consent of Client, which approval shall be at the sole discretion of the Client.

Each party Executed as of the date first above written.

For The Florida Bar:

By: Joshua E. Doyle
(signature)

Joshua Doyle
(printed name)

as the corporation's Executive Director
(title)

acting on authority of the Corporation.

For Sachs Media Group, Inc.:

By: Michelle Ubben
(signature)

Michelle Ubben
(printed name)

as the corporation's President
(title)

acting on authority of the Corporation.