

**Consulting Services
Letter of Agreement**



October 17, 2022

Bill Cowles
Orange County Supervisor of Elections
119 West Kaley Street
Orlando, FL

RE: Letter of Agreement between Orange County Supervisor of Elections (OSCOE) and D'Anne Mica dba grasshopper media

Dear Bill,

Grasshopper Media is pleased to enter into an agreement to serve as media relations and communications counsel for the Orange County Supervisor of Elections (OCSOE). This Letter of Agreement, when signed, shall cover media, communications and crisis management work performed for OCSOE by D'Anne Mica/grasshopper media as determined by the Supervisor of Elections.

The effective date of this agreement is October 17, 2022. This agreement will continue in full force and effect through December 31, 2022, unless sooner terminated herein.

FEE: Upon signing this agreement, OSCOE agrees to pay a non-refundable service fee of \$150/hour with an initial retainer of \$5,000. Time worked will be billed against the initial retainer fee. Grasshopper media will submit a bi-weekly time log and summary of the services performed during the prior 2-week period to keep OCSOE apprised of hours billed.

Additionally, grasshopper media will keep an activity report with corresponding work hours to track internally, which will be summarized in the monthly invoices. The manner in which the services are to be performed and the specific hours to be worked by grasshopper media shall be determined by grasshopper media.

ACCOUNT SERVICE EXPENSES: Internal charges such as faxes, photocopies, postage, and other administrative expenses shall be billed to OCSOE at cost. For extraordinary expenses incurred by grasshopper media such as large quantities of photocopies, printing and postage will be billed to OSCOE at cost, without mark-up, and shall be approved in writing by OSCOE in advance. grasshopper media shall provide, in each invoice, details regarding the internal expenses, accompanied by relevant receipts.

TRAVEL EXPENSES: Any travel and its associated cost such as ground transit, baggage fees, meals, hotels, etc. will be preapproved in writing by OCSOE and billed at cost. grasshopper media shall keep all receipts and provide their detail in the monthly invoice.

OUTSIDE VENDORS: If grasshopper media is authorized to enter into contracts on behalf of OCSOE with outside vendors (such as graphic artist, printers, web designers, market research firms, etc.), standard mark-up for management is 10%. OCSOE has the right to approve third party vendors.

INVOICING: grasshopper media shall invoice OSCOE upon execution of contract for the initial retainer, then monthly for the account service fee and expenses. OCSEO agrees to pay grasshopper media within 7 days of receipt of invoices.



INVOICING (cont'd): grasshopper media will stop work if payment for services is not received within 30 days of dated invoice. Invoices not paid within sixty 60 days are subject to an interest charge of 1.5%, per month, compounded monthly, payable on overdue balances. In the event of non-payment, grasshopper media retains all rights and remedies as provided under common law.

TERMINATION: This agreement may be terminated at any time between OCSOE and grasshopper media providing a 15-day advance notice in writing.

In the event of termination of the services before the completion date, ownership of all communication materials shall be retained by OCSOE, and the full fee for work completed and expenses already incurred on behalf of OCSOE shall be paid in full by OCSOE upon cancellation.

LIMITATIONS OF LIABILITY: Except to the extent caused by gross negligence or willful misconduct, liability for any and all claims arising out of this agreement or out of any communications services performed by grasshopper media, shall be limited to the amount of total compensation received by grasshopper media from OCSOE as outlined in this contract. In no event shall either be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if such party has been advised of the possibility of such damages.

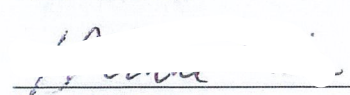
CONFIDENTIALITY: All materials provided by OCSOE to grasshopper media shall be held in confidence. grasshopper media shall not be responsible for the loss or destruction of materials.

grasshopper media shall also take all reasonable precautions to prevent disclosure to any third party - unless required to by law - of any document provided by OCSOE and designated as confidential, proprietary, or privileged information.

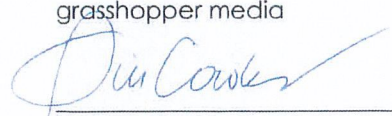
OWNERSHIP OF MATERIALS: All original OCSOE related documents and materials performed by grasshopper media shall become property of OCSOE. grasshopper media has the right to use marketing communications collateral and design for future promotional materials on websites or to be submitted for awards, competitions, or other promotional uses.

Thank you for choosing grasshopper media and I look forward to working with you and OCSOE. If you have any questions about this agreement, don't hesitate to ask. Otherwise, please indicate your acceptance of the terms by signing and returning it to us.

Yours very truly,


D'Anne Mica
grasshopper media

10/17/2022
Date


Bill Cowles
Supervisor of Elections
Orange County Florida

10/27/2022
Date



D'Anne Mica
Phone [REDACTED]
dmica@grasshoppermedia.com

INVOICE

INVOICE # 2022-115
DATE October 25, 2022

TO:

Bill Cowles
Orange County Supervisor of Elections
119 West Kaley Street
Orlando, FL
bill@ocfelections.gov

FOR: Media Relations Consulting

RCVD ADMIN SERVICES
2022 OCT 27 PM 4:05

Description

Amount

Media Relations Consulting Initial Retainer

\$5,000.00

17 OCT 2022 – 17 NOV 2022 to be billed at \$150.00/hour

010-84-3176

Total

\$5,000.00

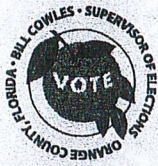
Make all checks payable to D'Anne Mica or grasshopper media and remit to:
Maitland, FL 32751. Payment is due upon receipt.

If you have any questions concerning this invoice, contact:

D'Anne Mica | dmica@grasshoppermedia.com

Approved
Bill Cowles
10/27/2022

THANK YOU FOR YOUR BUSINESS!



BILL COWLES
SUPERVISOR OF ELECTIONS
ORANGE COUNTY, FLORIDA



WELLS FARGO BANK, N.A.
SAN FRANCISCO, CA

137653

11-24
1210

DATE

AMOUNT

10/28/2022

*****\$5,000.00

PAY FIVE THOUSAND AND XX / 100

TO THE
ORDER
OF

D'ANNE MICA

MAITLAND, FL 32751

VOID AFTER 90 DAYS

Bill Cowles
Bill Cowles, Supervisor of Elections



BILL COWLES
SUPERVISOR OF ELECTIONS

137653

Vendor: 00000001389 D'ANNE MICA
Voucher Invoice # Date Reference
117306 2022-115 10/28/2022 INVOICE #2022-115

Check Date: 10/28/2022 Check #: 0000137653
Bank Acct #: [REDACTED]
Invoice Amount Amount Paid Discount Amount Net Amount
5,000.00 5,000.00 0.00 5,000.00
Check Total 5,000.00

BILL COWLES
SUPERVISOR OF ELECTIONS

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