

AGREEMENT FOR SERVICES #4138

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**THIS AGREEMENT** made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Heritage Portraits and Albums Inc., duly qualified to conduct business in the State of California, whose principal place of business is 450 Dearmanville Road, Anniston, AL 36207 (hereinafter referred to as "Contractor") and whose Agent for Service of Process is Registered Agents Inc. 1267 Willis St., Suite 200, Redding, CA 96001;

**RECITALS**

**WHEREAS**, County has determined that it is necessary to obtain a Contractor to provide a photographic office yearbook of Sheriff's Office personnel; and

**WHEREAS**, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

**WHEREAS**, County has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

**NOW, THEREFORE**, County and Contractor mutually agree as follows:

## **ARTICLE I**

**Scope of Services:** Contractor agrees to furnish the personnel and equipment necessary to photograph personnel for a yearbook, and for individual staff purchases in accordance with Exhibit "A" marked "Member Portraits", incorporated herein and made by reference a part hereof. County shall provide photographing facilities necessary for the purpose of this Agreement.

## **ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall end on June 30, 2020.

## **ARTICLE III**

**Compensation for Services:** For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of work, within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying services rendered.

For the purposes of this Agreement, the billing rate shall be in accordance with Exhibit "B" marked "Addendum for El Dorado Co Sheriff's Office 6/19/19", incorporated herein and made by reference a part hereof.

Total amount of this Agreement shall not exceed \$22,400.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

El Dorado County Sheriff's Office  
Attention: Accounting Department  
300 Fair Lane  
Placerville, CA 95667

or to such other location as County directs.

In the event that Contractor fails to deliver the documents or other deliverables required by the individual Work Orders issued pursuant to this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in Article XI, Default, Termination, and Cancellation.

## **ARTICLE IV**

**Taxes:** Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

**ARTICLE V**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

**ARTICLE VI**

**Contractor to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

**ARTICLE VII**

**Assignment and Delegation:** Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

**ARTICLE VIII**

**Independent Contractor/Liability:** Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subContractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

## **ARTICLE IX**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

## **ARTICLE X**

**Audit by California State Auditor:** Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

## **ARTICLE XI**

### **Default, Termination, and Cancellation:**

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of

this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

## **ARTICLE XII**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO  
SHERIFF'S OFFICE  
300 FAIR LANE  
PLACERVILLE, CA 95667  
ATTN: CAPTAIN BRYAN GOLMITZ

or to such other location as the County directs.

with a carbon copy to

COUNTY OF EL DORADO  
Chief Administrative Office  
Procurement and Contracts Division  
330 Fair Lane  
Placerville, CA 95667  
ATTN: Michele Weimer

Notices to Contractor shall be addressed as follows:

HERITAGE PORTRAITS AND ALBUMS, INC.  
450 DEARMANVILLE RD  
ANNISTON, AL 36207

or to such other location as the Contractor directs.

#### **ARTICLE XIII**

**Change of Address:** In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

#### **ARTICLE XIV**

**Indemnity:** The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subContractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

#### **ARTICLE XV**

**Insurance:** Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
  - 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

#### **ARTICLE XVI**

**Interest of Public Official:** No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

#### **ARTICLE XVII**

**Interest of Contractor:** Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

#### **ARTICLE XVIII**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of



public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

## **ARTICLE XIX**

### **Nondiscrimination:**

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

## **ARTICLE XX**

**California Residency (Form 590):** If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

#### **ARTICLE XXI**

**Nonresident Withholding:** If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

#### **ARTICLE XXII**

**Taxpayer Identification Number (Form W-9):** All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

#### **ARTICLE XXIII**

**County Business License:** It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

#### **ARTICLE XXIV**

**Licenses:** Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

#### **ARTICLE XXV**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is BRYAN GOLMITZ, CAPTAIN, or successor.

#### **ARTICLE XXVI**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

#### **ARTICLE XXVII**

**Partial Invalidity:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

**ARTICLE XXVIII**

**Venue:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

**ARTICLE XXIX**

**No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

**ARTICLE XXX**

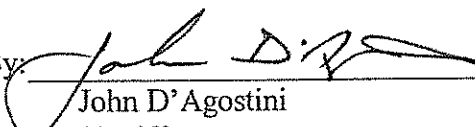
**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

**Requesting Contract Administrator Concurrence:**

By:   
Bryan Golmitz  
Captain  
Sheriff's Office

Dated: 7/22/19

**Requesting Department Head Concurrence:**

By:   
John D'Agostini  
Sheriff

Dated: 7/24/19

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By: \_\_\_\_\_

Michele Weimer  
Chief Administrative Office  
"County"

Dated: \_\_\_\_\_

-- CONTRACTOR --

By: Karen Mills \_\_\_\_\_

Karen Mills  
Director/Vice President/Treasurer  
"Contractor"

Dated: 7/30/19 \_\_\_\_\_

(tcd)

(#4138)



450 Dearmanville Rd, Anniston AL 36207  
www.HeritagePortraitsAlbums.com  
1-888-462-7898

## EXHIBIT "A"

### **Member Portraits**

We, unlike other publishing companies, have our own photographers, thereby giving our company an additional income stream off portrait sales and thus helping to keep the cost of your yearbook, or as we call it "Heritage Album", lower. This also means that every aspect of your Heritage Album will be handled by one company from start to finish with no outside sourcing of photography.

We will professionally photograph all your members with the use of the latest digital equipment and technology. Your members will be photographed on different backgrounds and poses suited to your group. Immediately after they are photographed, members will be able to view on a computer screen all their images for any purchases they may wish to make on individual prints. Members will receive deeply discounted package pricing on any purchases made on picture day, even lower than our online pricing.

After picture day, the member's images will be posted online through our website with a highly secure server and an individual password to that member so only he/she will have access to his/her images. This makes it possible for the members to place an order anytime online however package pricing will possibly not be the same as it was when they were photographed.

We will have the members to dress and appear the way you wish them to appear in your Heritage Album with your choice of background (usually US flag over right shoulder). We also encourage them to bring their turn out gear or any other specialty gear to be photographed in on picture day for any additional poses.

### **Additional Photography**

During your photography sessions, we can professionally photograph any groups or teams you may wish us to and we will create your very own department "Promo/Cover Shot". Most departments like to do this around dusk, pull out several pieces of equipment with emergency lights on, in a picturesque place, local area landmark or in front of a station or building. This shot is usually a product that goes over tremendously well with your members. Many departments will use these on the cover of their Albums and we also provide this shot in some of the products we will be offering your members.

### **Disk of Members Photographed**

We will give your department a copyright released digital image of all members we photograph. Many departments use these images on websites, ID photos, promo materials, news articles, awards, etc. and God forbid...a memorial photo. If the need were to suddenly arise when you needed a professionally shot image of a member you'd have one readily available on file.



Heritage Album Program  
Specifics & Requirements

450 Dearmanville Rd, Anniston, AL 36207  
1-888-462-7898

Organization (exact name to appear on Album) El Dorado County Sheriff's Office

Mailing Address 300 Fair Lane City Placerville St CA Zip 95667

Physical Address \_\_\_\_\_ City \_\_\_\_\_ St \_\_\_\_\_ Zip \_\_\_\_\_

**HERITAGE**

**ORGANIZATION**

Heritage will provide 8 days of photography at no cost to Sponsor. The amount of days are based upon @400 total members to be photographed and are subject to change based upon actual membership totals and whether or not participation in photo sessions are required of members. Sponsor understands no additional make-up photography days will be provided.

Heritage will create ONE Free Organizational Promo/Cover Image.

Heritage will provide to Sponsor free of charge, a copyright released digital image of all photographed member's Heritage Album Pose, Organization Promo/Cover Image and any additional candid, groups, or team photos that are captured during the photo sessions. These images can be used for any organizational business but can not be distributed freely to members for their personal use.

Heritage will mail any photo package orders directly to the address supplied by the member who purchased a photo package. Heritage will not make public any personal information gathered on members during the project. Heritage Albums will not be sold to the general public nor any personal member photos used on Heritage's promotional items without first receiving approval from the member.

Sponsor agrees to submit an Excel type spreadsheet of all members containing name, rank/title and/or division.

Sponsor agrees to submit a high resolution digital organization patch/logo to be used in Album design and other photo related products. If a digital version is not available an actual patch/logo can be mailed to Heritage for scanning at no cost to sponsor.

Will members be required to be photographed?

Required  Strongly Advised  Optional

If strongly advised or optional, Heritage reserves the right to shorten the amount of days scheduled before or during the photo sessions based upon member participation in the sessions.

Sponsor agrees to schedule members internally to minimize any potential waiting during photo sessions. Heritage will provide an Excel spreadsheet to assist sponsor in this endeavor.

Sponsor agrees to provide adequate space to photograph members. Minimum required space is 20' x 20' with minimum 8' ceiling, climate controlled, with table and chairs.

**PROMOTION OF THE EVENT**

Heritage will furnish flyers, posters, email templates and links to online informational items to help sponsor promote the event to members. Sponsor agrees to promote the event by placing posters, distributing flyers and sending any promotional email templates to members.

**HERITAGE ALBUM SPECIFICS**—Please indicate the desired book style below (see notes at end of document for explanation of different styles)

|   |   |  |
|---|---|--|
| <p>(N/A) Standard Heritage Album</p> <p>Accepted by _____</p> <p>\$ <u>\$55</u> per book promotional price to members</p> <p>8 1/2" x 11" full color laminated hard bound cover</p> <p>Up to 100 pages sponsor supplied miscellaneous content</p> <p>No additional cost for member photo pages</p> <p>All pages full color and Smyth sewn, books bulk shipped to the sponsor for distribution.</p> <p>No minimum sales requirements or guarantee of sales</p> | <p>(N/A) Upgraded Heritage Album</p> <p>Accepted by _____</p> <p>\$ <u>\$59</u> per book promotional price to members</p> <p>9" x 12" full color laminated hard bound cover</p> <p>Up to 100 pages sponsor supplied miscellaneous content</p> <p>No additional cost for member photo pages</p> <p>All pages full color and Smyth sewn, books bulk shipped to the sponsor for distribution.</p> <p>No minimum sales requirements or guarantee of sales</p> | <p><input type="checkbox"/> Premium Heritage Album</p> <p>Accepted by _____</p> <p>\$ <u>\$56**</u> per book promotional price to members</p> <p>9" x 12" embossed leatherette cover</p> <p>Up to 100 pages sponsor supplied miscellaneous content</p> <p>No additional cost for member photo pages</p> <p>All pages full color &amp; Smyth sewn, books bulk shipped to sponsor for distribution.</p> <p><b>**Minimum Sales Requirement of 100 books, if less than 100 sold, sponsor agrees to pay \$400 to offset cost of imprint dies.</b></p> |
|---|---|--|

To receive above promotional pricing, books must be ordered and paid for at time of photo sessions. No refunds of book sales will be made to individual members once orders have been placed. Album pricing will increase by \$5 per book after the Heritage Album photo sessions are completed. After the initial print run is bulk shipped to the department, members will incur additional shipping & handling charges to have the book shipped to them and possible further price increase for short run printing.

Continued on following page

ADDITIONAL HERITAGE ALBUM SPECIFICS

**ADDITIONAL MISCELLANEOUS PAGES**—If sponsor wishes to receive additional miscellaneous pages these can be purchased in blocks of 26 pages at \$5 per book. This additional cost can be added to the cost of books charged to members ONLY if Heritage is made aware before promotional materials have been prepared and photo session start dates, otherwise sponsor would agree to cover any additional cost for additional miscellaneous pages.

Check one: ( ) No extra needed ( ) 1 extra block ( ) \_\_\_extra blocks. Add to pricing: # extra blocks \_\_\_ x \$5 = \$\_\_\_\_\_ per Album

**MEMBERS MISSING PHOTO SESSIONS**—Heritage will photoshop matching backgrounds on sponsor submitted missing members at no charge up to a total of 5% of the total members in agency and not to exceed 50 total. Additional submitted missing members could result in a \$10 charge per image for background replacement. If sponsor elects not to use Heritage for background replacement, Heritage will provide a digital background for sponsor to use in background replacement or these missing member images can be included in a special section for members missing photo sessions in an effort to maintain uniformity on the member photo sections.

**CONTENT & PHOTO SUBMISSIONS**—All content must be digitally submitted. Total amount of books sold will determine how many miscellaneous photos can be submitted for your Heritage Album. Less than 100 books sold = 300 photos maximum, more than 100 books sold = 600 maximum. Please make sure there are no duplicate photos.

**REDESIGN**—If sponsor gives no direction on the design of the Album and requires a total redesign of the Album at any point, a redesign fee of up to \$700 could be charged for a total redesign.

**CONTENT SUBMISSION DEADLINES**— Sponsor agrees to submit all miscellaneous content to complete Album within 90 days after photo sessions completion so as not to delay completion and delivery of the completed Album to members. If all miscellaneous content is not submitted within one year after photo sessions completion, sponsor accepts responsibility for Album cost should there be need of refunds to members.

**ALBUM PROOFS & APPROVAL**—Heritage will provide online PDF proof books (2 rounds) to approve throughout the design process and make any changes necessary before printing. Upon making final corrections/changes a final hard copy proof will be provided to the organization for final approval before printing. After signing off and approval of the final hard copy proof, no changes can be made and sponsor accepts responsibility for the correctness of the finished printed Album.

No agreement verbal or otherwise will be recognized except those contain herein unless stated below.

**AMENDMENTS**

**\*\*Pricing for the Premium version books will be \$56/book and is entirely based upon the agency buying a minimum of 400 books for members.**

See addendum dated 6/19/19 for payment details.

Your Heritage Rep is: *Rusty Rice* 1-888-462-7898 office, 404-309-5160 cell, [Rusty@HeritagePortraitsAlbums.com](mailto:Rusty@HeritagePortraitsAlbums.com) DATE 6/19/19

**CHOOSING YOUR BOOK STYLE**— You're given the choice of 3 different book styles to choose from. Standard Heritage Album, Upgraded Heritage Album and Premium Heritage Album. Pricing on each is outlined on 1st page of this document. Below we've explained the differences in each style to help you determine what you may want for your agency's Heritage Album.

**STANDARD**

**UPGRADED**



There is very little difference in the Standard and Upgraded versions. Both come with full color printed laminated covers, up to 100 pages of miscellaneous content, full color Smyth sewn pages, full color printing is available on both front and back of the Album. The only difference would be the actual size of the printed book. Standard version is 8 1/2" x 11" and Upgraded version is 9" x 12". There are **NO MINIMUM SALES REQUIREMENTS FOR EITHER VERSION.**

FYI—90% of departments will choose either the Standard or Upgraded version because they are more modern looking, colorful and so much more can be done on both the front and back of your cover to be specifically tailored for your agency.

IT'S YOUR CHOICE

Standard....Upgraded....Premium?



**PREMIUM VERSION**

Some departments still prefer the old traditional type embossed cover. This style book comes with a stamped foil front and spine on a leatherette type material of the color of your choice. No stamping on the back covers. This style book **REQUIRES A MINIMUM PURCHASE GUARANTEE OF 100 BOOKS SOLD.**

This version is printed in 9" x 12", comes with up to 100 pages of miscellaneous content and full color Smyth sewn pages.

18-6-1



450 Dearmanville Rd, Anniston AL 36207  
www.HeritagePortraitsAlbums.com  
1-888-462-7898

## EXHIBIT "B"

### Addendum for El Dorado Co Sheriff's Office 6/19/19

Cost and Payments for Heritage Albums to be purchased by El Dorado Co Sheriff's Office

Cost for Premium Version Heritage Album = \$56/book. This cost is based upon the Sheriff's Office ordering and paying for a minimum of 400 books.

Total Cost = \$22,400.00

Payments for these books will be split over 3 payments as follows:

- 1<sup>st</sup> payment of \$7466.66 will be due and payable to our photo team on location when they have finished photographing members for the Heritage Album.
- 2<sup>nd</sup> payment of \$7466.66 will be due and payable after Heritage submits the first proof of the Heritage Album to the agency for revisions.
- 3<sup>rd</sup> and final payment of \$7466.68 due and payable upon delivery of the completed book.

Payments can be made either by check or credit card.

The following parties each have authority by their respective organizations to enter into this agreement:

Signed for Heritage  Date 6/19/19

Rusty Rice, National Marketing Director

For El Dorado Co SO \_\_\_\_\_ Date \_\_\_\_\_

Printed name/title \_\_\_\_\_