

CONTRACT ROUTING FORM

1. Complete the information below BEFORE printing and completing items 2 through 7. Items in red are required.

Department: Environmental Quality

Department contract file name (use effective date): BridgetGable_EQ_20240325

Project Code: Click here to enter text.

Contract type: Contract

Contracted Services/Goods: Create a logo for Waste and Recycling Enthusiast Program.

Contract Component: Master

Change Order Number/Addendum Number: Click here to enter text.

Vendor Name: Bridget Gable

Effective Date: 03/25/2024

Approved by: County Manager

Date approved by the BOC: Click here to enter text.

Ending Date: Click here to enter a date.

Total Amount: \$400.00

Please Return Contract to:

Name: Shannon Culpepper

Email:

shannon.culpepper@chathamcounty
nc.gov

Special Instructions for Clerks

Office: Since this is the contractor's
template, Ann said to have Roy's
approval added.

2. Department Head or his/her designee has read the contract in its entirety.

By: [Signature] (Department Head signature required)

3. County Attorney has reviewed and approved the contract

County Attorney has reviewed and rejects the contract Reason: _____

This is an automatic renewal and does not require approval from the County Attorney: Yes No



If this box is checked the County Attorney's Office has reviewed the contract but has not made needed changes to protect the County because the contract is a sole source contract and the services required by the County are not available from another vendor.

4. Technical/MIS Advisor has reviewed the contract if applicable. Yes No

5. Vendor has signed the contract. Yes No

6. A budget amendment is necessary before approval. Yes No

If budget amendment is necessary, please attach to this form.

7. Approval

Requires approval by the BOC - contracts over \$100,000.00. Follow Board submission guidelines.

Requires approval by the Manager – contracts \$100,000 or less.

8. Submit to Clerk.

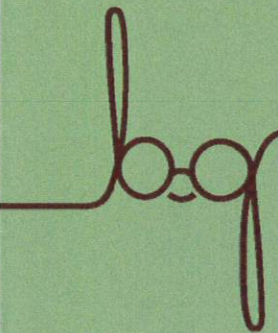
Clerk's Office Only

Finance Officer has signed the contract

The Finance Officer is not required to sign the contract



CHATHAM COUNTY
DESIGN CONTRACT



CHATHAM COUNTY DESIGN CONTRACT

Mar 18, 2024
Designer: Bridget Gable
Client: Chatham County
Contact Employee At: bgable02@gmail.com
Contact Employer At:
anayancy.estacio@chathamcountync.gov

PARTIES

This graphic design contract, dated March 16, 2024, is made by and between representative of Chatham County, the County Manager, Dan LaMontagne (Client) and Bridget Gable, a graphic designer (Designer.)

In consideration of the mutual promises in this contract, of which the recipient and sufficiency are hereby acknowledged, the Parties further agree to the terms as follows:

SERVICES

The client hires the designer. The designer shall create output for the client in timely and professional manner. The designer shall cooperate with the client (and the client only, with no further parties) in the editing, assessing and evaluating of the job before its completion and launch.

JOB DESCRIPTION

- **Subject Matter:** One two-dimensional logo for Chatham County, particularly centered around solid waste and recycling.
- **Color:** Two versions are provided, Color & Black and white logo included.
- **Media:** Digital logo file (PNG)
- **Desired Concept Keywords:** CLIENT PROVIDES KEYWORDS FOR BRAND
- **Final Works:**
 - One logo, presented in color and black and white: PNG, EPS, and JPEG files
 - Presentation board, featuring the final drafts of three logos in color & Black and white: PDF, and JPEG.

CHATHAM COUNTY DESIGN CONTRACT

Mar 19, 2024
Designer: Bridget Gable
Client: Chatham County
Contact Employee At: bgable02@gmail.com
Contact Employer At:
anayancy.estacio@chathamcountync.gov

JOB PROCESS

1.) **Sketching:** After the client provides a general request for the project (aesthetic wants, possible mission incorporation, the general 'vibe', etc.) Designer will provide 10 sketched concepts by within 5 days of employee request.

2.) **Editing:** Client will provide revision, thoughts, and other comments on the sketches. The designer understands that the company has to process these things, so a maximum revision time of 31 has been allotted. Going past this timeline may recur in additional fees.

3.) **Digital Creation:** After the client has revised the sketches, the Designer will transfer logos to Illustrator to create 3 professional logos. The client will be updated after 10 days with some of the digital exploration. At this point, the client can provide some direction (critiques that can change the color, energy, or shape of the final 3 logos.) The client has 31 days to provide this critique.

4.) **Digital Presentation Board:** After the client provides secondary revisions on the digital creations, a board portraying the three logos and joint color palettes will be made within 14 days.

5.) **Final Choice:** The presentation board will be presented to the client. The client will then have 31 days to choose a final logo. The designer will then send a final design package (zip folder containing PNG, EPS, JPEG final files and a Presentation board of the chosen logo) within 7 days of choosing a logo.

PAYMENT

Incorporating the pay rates for designers within the United States of America as well as the time frame and scope of the job, the designer requests 400 dollars as compensation for job completion. 50% (200 dollars) need to be paid for this upfront (Within 7 days of signing the contract.)

RIGHTS GRANTED

The rights granted to Client are for usage of the Final Works in their original form only. Client may not crop, distort, manipulate, reconfigure, mimic, animate, edit, extract portions, intentionally alter the color of the Final Work, or otherwise create derivative works based on the Final Works. Upon completion of the Services, and expressly conditioned upon full payment of all fees and costs due, Designer grants to Client *full rights* in the Final Works as set forth below.

- **Category of use:** Logo for Chatham County to use for their Solid Waste & Recycling Department. Can be used in presentation, label, stationery, merchandise, website, and *any* further designs. Electronic and print rights are granted.
- **Medium of use:** Any
- **Duration of use:** From delivery of final design package and onward.

CHATHAM COUNTY DESIGN CONTRACT

Mar 19, 2024

Designer: Bridget Gable

Client: Chatham County

Contact Employee At: bgable02@gmail.com

Contact Employer At:

anayancy.estacio@chathamcountync.gov

TERMS AND CONDITIONS

1) **RESERVATION OF RIGHTS:** All rights not expressly granted above are retained by the Designer, including any electronic rights or usage, and including, but not limited to, all rights in sketches, comps, or other preliminary materials. Any use additional to that expressly granted above requires arrangement for payment of a separate fee. Designer also reserves right to present preliminary and final works in their portfolio in order to promote their skills as a designer. This portfolio may be found online or in a print form.

2) **ABSENCE OF LEAVE:** The designer has requested that no work may be performed from March 31st to April 8th- referred to within this clause as "the time period." The client will be out of state and preparing to move, and as such cannot give their full attention to this project at that time. Should a period of the design process fall within the time period, the project will be paused and resumed once the period ends. For example, if the sketching process begins on March 26, the sketching process would be finished April 10th.

3) **CANCELLATION AND KILL FEES:** Upon cancellation, all rights to the design revert to the Designer and all original art must be returned, including sketches, comps, or other preliminary materials. An additional fee of \$100 dollars will be issued should the Client cancel the project before completion.

4.) **PAYMENT:** Payment for finished work is due upon acceptance, net thirty (30) days. The Employer's right to use the work is conditioned upon receipt of payment within thirty days of acceptance, and upon Client's compliance with the terms of this agreement. A two percent (2%) monthly service charge will be billed against late payment.

5.) **PERMISSIONS AND RELEASES:** The Client agrees to indemnify and hold the Designer harmless against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Work at the request of the Client for which no copyright permission or privacy release was requested, or for which uses exceed the uses allowed pursuant to a permission or release.

7.) **TRADEMARKS:** Upon completion of the Services, and expressly conditioned upon full payment of all fees and costs due, Designer assigns to Client all of Designer's rights, including trademark and Copyright, in and to Trademarks created by Designer. Designer shall cooperate with Client and shall execute any additional documents reasonably requested by Client to evidence such assignment. Client shall have sole responsibility for ensuring that Trademarks do not infringe the rights of third parties, and Client shall indemnify, save and hold harmless Designer from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party alleging trademark infringement, or arising out of Client's failure to obtain trademark clearance or permissions, for use of Trademarks.

CHATHAM COUNTY DESIGN CONTRACT

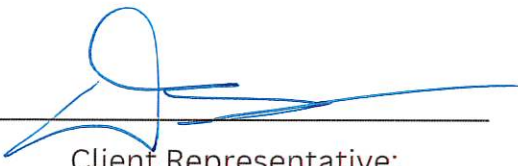
Mar 19, 2024
Designer: Bridget Gable
Client: Chatham County
Contact Employee At: bgable02@gmail.com
Contact Employer At:
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SIGNATURE

In signing this contract, Designer and Client abide by all mentioned terms and conditions. Failing to do so may cause fees or legal action.

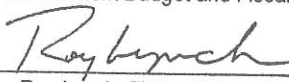


Designer: Bridget Gable



Client Representative:
Dan LaMontagne

This instrument has been pre-audited in the manner required
by the Local Government Budget and Fiscal Control Act.



Roy Lynch, Finance Officer

