

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA, AND
MADDEN PREPRINT MEDIA LLC,
FOR PROMOTIONAL VIDEO SERVICES**

RFP #22-518

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, herein referred to as the COUNTY, by and through its Board of County Commissioners, and Madden Preprint Media, LLC, a foreign limited liability company, authorized to do business in the State of Florida, its successors and assigns, herein referred to as the CONTRACTOR.

WITNESSETH

WHEREAS, the COUNTY publicly submitted a Request for Proposals (RFP), #22-518, seeking firms qualified to provide video production services and collaboratively work with the COUNTY to create a promotional video to showcase the County's premier location in Central Florida for business attraction and expansion; and

WHEREAS, the CONTRACTOR desires to perform such services subject to the terms of this Agreement; and

WHEREAS, the provision of such services will benefit the parties and the residents of Lake County, Florida.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein by reference.

Article 2. Purpose

2.1 The purpose of this Agreement is for the CONTRACTOR to provide services related to creating a promotional video to showcase Lake County as a premier location in Central Florida for business attraction and expansion.

Article 3. Scope of Professional Services

3.1 On the terms and conditions set forth in this Agreement, the COUNTY hereby engages the CONTRACTOR to perform the services set forth herein in **Attachment A**, known as the Scope of Services attached hereto and incorporated herein by reference, including all addenda, attached hereto and incorporated herein by reference as **Attachment B**. The CONTRACTOR shall be governed by the Price Summary set forth in **Attachment C**, attached hereto and incorporated herein by reference, unless such schedule is amended by mutual, written agreement of each party's project manager.

3.2 This contract will become effective upon signature of the last party to sign it. This Agreement will

remain in effect until completion of the expressed and implied warranty periods. The COUNTY reserves the right to negotiate for additional services/item similar in nature not known at time of solicitation. Such additional services/items shall be within the scope of services. The Price Summary set forth in **Attachment C (Option 1)** shall prevail for the full duration of the initial contract term.

3.3 The COUNTY shall have the option to renew this Agreement for two (2) additional twelve (12) month period(s) under the same terms and conditions. Continuation of this Agreement beyond the initial period, and any option subsequently exercised, is a COUNTY prerogative, and not a right of the CONTRACTOR. This prerogative may be exercised only when such continuation is clearly in the best interest of the COUNTY.

3.4 The CONTRACTOR shall coordinate and work with any other consultants retained by the COUNTY. The CONTRACTOR acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

Article 4. Payment

4.1 Payment shall be made in accordance with the Price Summary as attached in **Attachment C (Option 1)**.

4.2 COUNTY will pay upon completion and CONTRACTOR will accept as full and complete payment for the timely and complete performance a lump sum not to exceed \$20,000.00 as provided in **Attachment C (Option 1)**, attached.

4.3 Other than the common expenses, travel expenses, administrative and technical support expenses and computer expenses, if any, shall be paid as set forth in the Price Summary **Attachment C (Option 1)**, attached hereto and incorporated herein by reference. The CONTRACTOR shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

4.4 In the event a specific project is to be funded by federal, state, or other local agency monies, the CONTRACTOR hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including receiving no payment until all required forms are completed and submitted and/or all required actions have been taken. A copy of the requirements shall be supplied to the CONTRACTOR by the COUNTY upon reasonable written request.

Article 5. County Responsibilities

5.1 The COUNTY shall promptly review the deliverables and other materials submitted by the CONTRACTOR and provide direction to the CONTRACTOR as needed. The COUNTY shall designate one COUNTY staff member to act as the COUNTY's Project Coordinator.

5.2 The COUNTY will provide to the CONTRACTOR all necessary and available data, photos and documents the COUNTY possesses that would be useful to the CONTRACTOR in the completion of the required services.

Article 6. Contractor's Responsibilities

6.1 The CONTRACTOR shall perform the work described in the Scope of Services and the Scope of Work, attached and incorporated by reference herein as **Attachment A**.

6.2 The CONTRACTOR shall assign the project personnel proposed in its submittal to the COUNTY's RFP to fulfill this Scope of Services unless the COUNTY agrees to substitutions.

6.3 The CONTRACTOR shall coordinate and lead all meetings necessary to accomplish the Scope of Services, including preparation of all agendas, advertising, meeting minutes and sign-in sheets as necessary.

6.4 The CONTRACTOR shall manage all sub-consultants to fulfill the Scope of Services.

6.5 The CONTRACTOR shall provide all deliverables in format(s) as specified by the COUNTY.

6.6 The CONTRACTOR shall provide any requested progress or status reports necessary for grant administration.

Article 7. Special Terms and Conditions

7.1 Qualifications. All firms or individuals will be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the work required under this Agreement.

7.2 Termination. The COUNTY reserves the right to terminate this Agreement, in part, or in whole, or affect other appropriate remedy in the event the CONTRACTOR fails to perform in accordance with the terms and conditions stated herein. The COUNTY further reserves the right to suspend or debar the CONTRACTOR in accordance with COUNTY ordinances, resolutions, and/or administrative orders. The CONTRACTOR will be notified by a written letter of the COUNTY's intent to terminate with a fifteen (15) days' notice and an appropriate time period to cure any such breach. In the event of termination for default, the COUNTY may procure the required goods and/or services from any source and use any method deemed in its best interest.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required advance written notice, the COUNTY shall reimburse the CONTRACTOR for actual work satisfactorily completed.

B. Termination for Cause. Termination by COUNTY for cause, default, or negligence on the part of the CONTRACTOR shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this contract will be terminated immediately upon written notice by the COUNTY to the CONTRACTOR and the CONTRACTOR will be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the services provided under this Agreement.

7.3 Subletting of Contract. This Agreement shall not be sublet except with the written consent of the COUNTY's Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the subcontract or subjecting the COUNTY to liability of any kind to any subcontractor. No subcontract shall under any circumstances relieve the CONTRACTOR of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONTRACTOR.

7.4 Indemnity. The CONTRACTOR will indemnify and hold harmless COUNTY, its officers, employees, and agents from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR, its personnel, employees, and other person utilized by CONTRACTOR in the performance of this contract, including without limitation, defects in design, or errors or omissions that result in material cost increases to COUNTY. Such indemnification will include the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs. The COUNTY reserve the right to defend itself with its own counsel or retained counsel at CONTRACTOR's expense. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or be deemed to affect the rights, privileges, and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.

7.5 Independent Contractor. The CONTRACTOR agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. The CONTRACTOR shall have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY. Additionally, the CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

7.6 Ownership of Deliverables. The CONTRACTOR agrees all Tasks and/or deliverables under this Agreement, including but not limited to, photos, videos, intellectual property, and/or other data generated or developed by the CONTRACTOR under this Agreement or furnished by the COUNTY to the CONTRACTOR shall be and remain the property of the COUNTY, including any applicable copyrights. The CONTRACTOR shall perform any acts that may be deemed necessary or desirable by the COUNTY to evidence more fully transfer of ownership of all Tasks and/or deliverables to the COUNTY. Additionally, the CONTRACTOR hereby represents and warrants that it has full right and authority to perform its obligations specified in this Agreement.

7.7 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, the CONTRACTOR shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONTRACTOR by the COUNTY pursuant to this Agreement.

7.8 NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work shall relieve the CONTRACTOR of his duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The CONTRACTOR expressly acknowledges and agrees that the CONTRACTOR shall receive no damages for delay. However, this provision shall not preclude recovery or damages by the CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, the CONTRACTOR shall be entitled to extensions of time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above. Should the CONTRACTOR be obstructed or delayed in the prosecution of or completion of the work as a result of unforeseeable causes beyond the control of the CONTRACTOR, the CONTRACTOR shall notify the COUNTY in writing within two (2) regular work days after the

commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONTRACTOR may have had to request a time extension.

7.9 Retaining Other Contractors. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

7.10 Accuracy. The CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, reports or other services.

7.11 Codes and Regulations. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

7.12 Truth in Negotiations. Pursuant to Section 287.055, Florida Statutes, the contract pricing and any additions will be adjusted to exclude any significant sums by which the COUNTY determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments will be made within one year following the end of the contract.

7.13 Public Entity Crimes. Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity nor shall such person or affiliate be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

7.14 Prohibition Against Contingent Fees. The CONTRACTOR warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

7.15 Right to Audit. The COUNTY reserves the right to require the CONTRACTOR to submit to an audit by any auditor of the COUNTY's choosing. The CONTRACTOR shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. The CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

A. If the CONTRACTOR provides technology services, the CONTRACTOR must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the COUNTY. The SOC reports must be full Type II reports that include the CONTRACTOR'S description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the CONTRACTOR.

B. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY'S audit must be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments or payments which must be made as a result of any such audit or inspection of the CONTRACTOR'S invoices or records must be made within a reasonable amount of time, but in no event may the time exceed 90 calendar days, from presentation of the COUNTY'S audit findings to the CONTRACTOR.

C. This provision is hereby considered to be included within, and applicable to, any subcontractor contract entered into by the CONTRACTOR in performance of any work under this contract.

7.16 Public Records:

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the contractor for or on behalf of the COUNTY will be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR'S office or facility. The CONTRACTOR will maintain the files and papers for not less than three complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the CONTRACTOR will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the COUNTY'S Project Manager.

B. Pursuant to Section 119.0701, Florida Statutes, CONTRACTOR will comply with the Florida Public Records' laws, and will:

- i. Keep and maintain public records required by the COUNTY to perform the services identified herein.
- ii. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.
- iv. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, CONTRACTOR will destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

C. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY OFFICE OF PROCUREMENT SERVICES, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT PURCHASING@LAKECOUNTYFL.GOV.

D. Failure to comply with this subsection will be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

E. Unless otherwise provided, CONTRACTOR shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL (“Schedule”) for State and Local Government Agencies. If CONTRACTOR receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the CONTRACTOR shall continue to maintain all service records until final resolution of the dispute or litigation.

7.17 Insurance:

A. CONTRACTOR will purchase and maintain at all times during the term of this contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY’S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

- i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Coverage must be provided on a per project basis.

- ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000.

- iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.
- iv. Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:
 LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND
 THE BOARD OF COUNTY COMMISSIONERS.
 P.O. BOX 7800
 TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors, if any, and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of this Agreement and may result in termination of this Agreement for default.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

7.18 E-Verify.

The CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

- 1) All persons employed by the CONTRACTOR during the term of this Agreement to perform employment duties within Lake County; and
- 2) All persons, including subcontractors, assigned by the CONTRACTOR to perform work pursuant to this Agreement.

7.19 Conflict of Interest. The CONTRACTOR hereby certifies that no officer, agent, or employee of the COUNTY has any material interest, as defined in Chapter 112, Florida Statutes, either directly or indirectly in the CONTRACTOR as a business entity, and that no such person shall have any such interest at any time during the term of this Agreement unless approved in writing by the COUNTY upon consultation with its attorney.

7.20 Key Personnel. The CONTRACTOR agrees that each person listed or referenced in the qualifications package shall be available to perform the services described herein for the COUNTY barring illness, accident, or other unforeseeable events of a similar nature in which case the CONTRACTOR must be able to promptly provide a qualified replacement. In the event the CONTRACTOR desires to substitute personnel, the CONTRACTOR shall propose a person with equal or higher qualifications and each replacement person is subject to prior written approval of the COUNTY. In the event the requested substitute is not satisfactory to the COUNTY and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to terminate this contract.

7.21 Grant Funding. In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, the CONTRACTOR hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of the CONTRACTOR pursuant to the grant funding requirements.

7.22 Certificate of Competency/Licensure, Permits, and Fees. The CONTRACTOR shall, at all times during the term of this Agreement, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying all persons, firms, corporations or joint ventures performing the work described herein. If work for other trades is required in conjunction with this Agreement and will be performed by a sub-contractor(s) or vendor(s) hired by the CONTRACTOR, an applicable Certificate of Competency/license issued to the sub-contractor(s)/hired vendor(s) shall be submitted by the CONTRACTOR to the COUNTY prior to beginning the relevant work; provided, however, that the COUNTY may at its option and in its best interest allow the CONTRACTOR to supply the subcontractor(s)/hired vendor(s) certificate/license to the COUNTY during the pendency of the work being performed. The CONTRACTOR is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this Project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on the COUNTY or the CONTRACTOR

for failure to obtain required licenses, permits, inspection or other fees, or inspections shall be borne by the CONTRACTOR.

7.23 Acceptance of Services. The services rendered under this Agreement shall not be deemed complete, until accepted by the COUNTY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

In the event that the service does not conform to the specifications, the COUNTY reserves the right to terminate this Agreement and will not be responsible to pay for any such service.

7.24 Task Orders. The COUNTY's authorized representative shall generate and issue a task order, or purchase order, for projects to be performed under this Agreement. The task order/purchase order shall include the location, description and plans, if necessary, covering the scope of work to be completed. The task order/purchase order shall also include a cost estimate calculated by the COUNTY for the work listed on the task order/purchase order. This estimate shall be based on the unit or other pricing established in this Agreement. For purposes of identification and payment, the task order/purchase order shall be numbered and dated. The preliminary task order/purchase order describing the description of work and cost estimates shall be issued to the CONTRACTOR if selected as provided herein.

The CONTRACTOR shall be required to supply the COUNTY's authorized representative with a written price offer within a time frame specified by the COUNTY. If multiple contractors are solicited, the COUNTY shall select the lowest price offer; provided that the price does not exceed the dollar estimate calculated by the COUNTY. If a single contractor is solicited, the price offer shall be evaluated and, if appropriate, accepted; provided that the price does not exceed the dollar estimate calculated by the COUNTY. If selected, the CONTRACTOR shall then be entered on the task order/purchase order and that order will then be issued to the CONTRACTOR. The task order/purchase order shall also direct the CONTRACTOR to commence work on a certain day and it shall specify the amount of time allotted for completion of work covered by the task order/purchase order. All work covered by a task order/purchase order shall constitute a Contract Schedule.

7.25 Force Majeure. The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

7.26 Hourly Rate. The hourly rate(s) expressed this Agreement shall be deemed to provide full compensation to the CONTRACTOR for labor, equipment use, travel time, and any other element of cost or price. This rate is assumed to be at straight-time for all labor, except as otherwise noted. The CONTRACTOR shall comply with minimum wage standards, and/or any other wage standards specifically set forth in this Agreement, and any other applicable laws or the State of Florida. If overtime is allowed under this Agreement, it will be covered under a separate item in the special clauses.

Article 8. Miscellaneous Provisions

8.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

8.2 Neither party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

8.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

8.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

8.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

8.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

8.7 During the term of this Agreement the CONTRACTOR assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against CONTRACTOR employees or applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

8.8 The CONTRACTOR shall at all times comply with all Federal, State and local laws, rules and regulations.

8.9 The CONTRACTOR will act as the prime consultant for all required items and services and will assume full responsibility for the procurement and maintenance of such items and services. The CONTRACTOR will be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this contract. All subcontractors will be subject to advance review by the COUNTY in terms of competency, security, and compliance with applicable laws. The combined expenses of subcontractors without a COUNTY contract are limited to thirty percent of the task not to exceed \$35,000. Professional services subcontractors currently under contract with the COUNTY obtained through competitive solicitation may be utilized by CONTRACTOR without limits. CONTRACTOR may be required to use subcontractors currently under contract with the COUNTY. The professional services subcontractors' limits may be waived with prior approval from the County Attorney and Procurement Services Director. No change in subcontractors will be made without consent of the COUNTY. Even if the subcontractor is self-insured, the COUNTY may require the CONTRACTOR to provide any insurance certificates required by the work to be performed.

8.10 The CONTRACTOR shall be registered with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

8.11 The CONTRACTOR shall not assign or transfer this Agreement, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the COUNTY. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regard may result in termination of this Agreement for default.

8.12 Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The

COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

8.13 The COUNTY reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the COUNTY be liable for billings in excess of the quantity of goods or services actually provided under this contract.

8.14 This Agreement may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to this Agreement and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable COUNTY procedures.

8.15 The COUNTY has the unilateral option to extend this Agreement beyond the current contract period, as provided hereinabove. In such event, the COUNTY will notify the CONTRACTOR in writing of such extensions. This Agreement may be extended beyond any initial extension upon mutual agreement between the COUNTY and the CONTRACTOR. Exercise of the above options requires the prior approval of the Procurement Services Manager.

8.16 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

8.17 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to the CONTRACTOR:

Jamie Claudio
Madden Preprint Media LLC
31 N. 6th Avenue
Suite 105-157
Tucson, Arizona 85701

If to the COUNTY:

County Manager
Lake County Administration Building
315 West Main Street, Suite 308
Post Office Box 7800
Tavares, Florida 32778-7800

With a copy to:
County Attorney
Lake County Administration Building
315 West Main Street, Suite 335
Post Office Box 7800
Tavares, Florida 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 9. Scope of Agreement

9.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

9.2 This Agreement contains the following Attachments:

Attachment A	Scope of Services
Attachment B	Addendum
Attachment C	Pricing

{Remainder of page intentionally left blank.}

Agreement between Lake County, Florida and Madden Preprint Media LLC for Video Production Services, RFP #22-518.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have signed this contract on the dates under each signature.

MADDEN PREPRINT MEDIA LLC

Jamie Claudio, Vice President

This ____ day of _____, 2022.

LAKE COUNTY, FLORIDA, BOARD OF
COUNTY COMMISSIONERS by and through its
OFFICE OF PROCUREMENT SERVICES

Ronald A. Falanga, Director

This ____ day of _____, 2022.

Approved as to form and legality:

Melanie Marsh, County Attorney

Attachment A Scope of Services

1. SCOPE OF SERVICES

Lake County requires a promotional video to showcase the County's premier location in Central Florida for business attraction and expansion. This project is funded by the Duke Energy Foundation's economic development grant program which provides an opportunity for local and regional economic development organizations to fund marketing and strategic efforts resulting in new jobs and investment in the communities served.

- 1.1. Elevate Lake, Lake County's economic development office, will collaborate with Visit Lake, Lake County's tourism office, to produce the video.
- 1.2. The video will highlight the best of what the County has to offer businesses in a variety of industries, as well as the amazing quality of life the County provides.
- 1.3. The deliverable will be a two-to-five-minute engaging video differentiating Lake County and focusing on the County's true competitive advantages.

2. CONTRACTOR'S RESPONSIBILITIES

Contractor shall:

- 2.1. Work with the County's economic development office (Elevate Lake) to develop an engaging two-to-five-minute video.
- 2.2. Develop video assets that focus on business attraction, real estate investment, and workforce talent availability.
- 2.3. Develop video assets that differentiate the County in a positive manner.
- 2.4. May use video footage on file.
- 2.5. Shoot additional video footage as needed.
- 2.6. Use non-copyrighted or original materials.
- 2.7. Collaborate with Lake County's Communication Department and Visit Lake's marketing team as needed.

3. COUNTY RESPONSIBILITIES

- 3.1. Coordinate site visits and cooperation of business owners and/or individuals involved. This may include assisting in identifying shot lists and developing interview content.
- 3.2. Collaborate with contractor on content data for video. This includes contributing input into brand consistency and messaging; providing direction during the editing process; and serving as the final decision maker for approval or required changes.
- 3.3. Collaborate with contractor, Lake County's Communication Department and Visit Lake as needed.

4. DELIVERY REQUIREMENTS AND ACCEPTANCE

- 4.1. Supply a video approved by the County within 90-days of Notice to Proceed/ Purchase Order issuance.
- 4.2. County shall be sole owner of content.

Attachment B Addendum

ADDENDUM NO. 1

22-518



Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICITATION: Video Production Services

1/10/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. Is there an approved budget for RFP 22-518 – Video Production Services?

R1. Duke Energy Foundation will provide partial funding of \$10,000 with the rest being funded from Elevate Lake with at least a \$10,000 match but could more dependent upon responses.

ADDITIONAL INFORMATION

ACKNOWLEDGEMENT

Firm Name: Madden Media

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Jamie Claudio*

Date: 2/9/22

Print Name: Jamie Claudio

Title: Vice President, Destination Strategy

Primary E-mail Address: jclaudio@maddenmedia.com

Secondary E-mail Address:



Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 411 • Tavares, FL 32778

SOLICITATION: Video Production Services

1/19/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. In the Vendor Profile section, we are asked to include copies of any required licenses or permits. Wanted to clarify what the ask is? In relationship to projects we have previously worked on or, what we would require for the project we are bidding for?

R1. If licenses are required for this project, then those will need to be included with the submittal.

Q2. Regarding Section 6, the Financial Stability Statement. Can our CPA provide confirmation on letterhead that our company is financially sound enough as far as the County requirements without divulging our actual financial information?

R2. Yes.

ADDITIONAL INFORMATION

ACKNOWLEDGEMENT

Firm Name: Madden Media

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Jamie Claudio*

Date: 2/9/22

Print Name: Jamie Claudio

Title: Vice President, Destination Strategy

Primary E-mail Address: jclaudio@maddenmedia.com

Secondary E-mail Address:

**Attachment C
Pricing**

Madden Media		
SAVE AND SUBMIT AS AN EXCEL FILE		
The Contractor will furnish all labor, materials, tools, transportation and equipment necessary to provide services to the County. Services will be performed in accordance with the specifications listed and implied. Pricing must be all inclusive.		
Alterations to locked cells may result in disqualification of submission.		
ITEM #	ITEM DESCRIPTION	TOTAL COST
1	Promotional Video Services - Option 1	\$ 20,000.00
Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.		
Lake County will not accept nor authorize payment for travel time or expenses of service personnel to any of Lake County's facility locations.		
This is an indefinite quantity contract with no guarantee use of services. The County does not guarantee a dollar amount to be expended on any contract resulting from this solicitation.		