

PUBLIC CONTRACT FOR SERVICES

THIS PUBLIC CONTRACT FOR SERVICES (the “Contract”) is made and entered into this ____ day of _____, 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and **LOCLYZ MEDIA SERVICES**, a corporation authorized to do business in Colorado (the “Consultant”). The County and the Contractor hereinafter collectively referred to as the “Parties” and individually to as a “Party.”

RECITALS

WHEREAS, the County is undertaking certain activities for development of high-quality video content to support public communications and outreach efforts for the County and to produce videos and livestream for the annual State of Douglas County event per the provided price list; and

WHEREAS, the County desires to engage the Consultant to render certain professional services and assistance in connection with such undertakings of the County; and

WHEREAS, the Consultant has the ability to assist the County through its professional expertise, knowledge, and experience and is ready, willing and able to provide such services, subject to the conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the parties agree as follows:

1. LINE OF AUTHORITY: Caroline Frizell, Director of Communications & Public Affairs (the “Authorized Representative”), is designated as Authorized Representative of the County for the purpose of administering, coordinating, and approving the work performed by the Consultant under this Contract.

2. SCOPE OF SERVICES: All services described in Exhibit A, attached hereto and incorporated herein, shall be performed by Consultant.

The County may, from time to time, request changes to the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant’s compensation, which are mutually agreed upon between the County and Consultant, shall be in writing and shall become part of this Contract upon execution.

The Consultant agrees to diligently and professionally perform all the services described herein in a manner satisfactory to the Authorized Representative. It is also understood and agreed that the Consultant shall not, in performing services hereunder, undertake any action or activity prohibited by the terms of any lease, permit, license or other agreement in effect during the term hereof between the Consultant and the County for the use and occupancy by the Consultant of any County facilities or space.

3. **COMPENSATION:** Subject to the maximum contract liability and all other provisions of this Contract, the County agrees to pay to the Consultant, and the Consultant agrees to accept payment as described in Exhibit B, attached hereto and incorporated herein, during the term hereof, in accordance with the terms set forth herein.

4. **MAXIMUM CONTRACT EXPENDITURE:** Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is **ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$175,000.00)** for fiscal year 2025. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract, nor is anything set forth herein a limitation of liability for Consultant. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

5. **TERM:** It is mutually agreed by the parties that the term of this Contract shall commence as of 12:01 a.m. on this **January 1, 2025**, and terminate at 12:00 a.m. on **December 31, 2025**. This Contract and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted, and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term.

6. **INVOICING PROCEDURES:** Payments shall be made to the Consultant based upon invoices submitted by the Consultant, provided such invoices have been approved by the Authorized Representative. Payments will be made to the Consultant within thirty (30) days or within a mutually agreed-upon period after County has received complete invoices from the Consultant. The County reserves the right to require such additional documentation, including monthly activity reports detailing the Consultant's activities and services rendered, as the County deems appropriate to support the payments to the Consultant. The signature of an officer of the Consultant shall appear on all invoices certifying that the invoice has been examined and found to be correct.

7. **CONFLICT OF INTEREST:** The Consultant agrees that no official, officer or employee of the County shall have any personal or beneficial interest whatsoever in the services or property described herein, and the Consultant further agrees not to hire, pay, or contract for services of any official, officer or employee of the County. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant's own interests, or the interest of any party with whom the Consultant has a contractual arrangement, in conflict with those of County.

8. **INDEMNIFICATION:** The County cannot and by this Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. The Consultant shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including Workers' Compensation claims, in any way resulting from or arising from the services rendered under this Contract; provided, however, that the Consultant need not indemnify or save

harmless the County, its officers, agents and employees from damages resulting from the sole negligence of the County's commissioners, officials, officers, directors, agents and employees.

9. INDEPENDENT CONTRACTOR: The Consultant is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this Contract, all personnel assigned by the Consultant to perform work under this Contract shall be and remain at all times, employees of the Consultant for all purposes. THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION OR UNEMPLOYMENT BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.

10. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT: The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

11. ASSIGNMENT: The Consultant covenants and agrees that it will not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part without the prior written approval of the Authorized Representative. Any attempt by the Consultant to assign or transfer its rights hereunder shall, at the option of the Authorized Representative, void the assignment or automatically terminate this Contract and all rights of the Consultant hereunder.

12. COUNTY REVIEW OF RECORDS: The Consultant agrees that, upon request of the Authorized Representative, at any time during the term of this Contract, or three (3) years thereafter, it will make full disclosure to the County and make available for inspection and audit upon request by the Authorized Representative, the County Director of Finance, or any of their authorized representatives, all of its records associated with work performed under this Contract for the purpose of making an audit, examination or excerpts. The Consultant shall maintain such records until the expiration of three (3) years following the end of the term of this Contract.

13. OWNERSHIP OF DOCUMENTS: Drawings, specifications, guidelines, and any other documents prepared by the Consultant in connection with this Contract shall be the property of the County.

14. ASSIGNMENT OF COPYRIGHTS: The Consultant assigns to the County the copyrights to all works prepared, developed, or created pursuant to this Contract, including the right to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by sale, rental, lease, or lending; 4) perform the works publicly; and 5) to display the work publicly. The Consultant waives its rights to claim authorship of the works, to prevent its name from being used wrongly in connection with the works, and to prevent distortion of the works.

15. TERMINATION: The County shall have the right to terminate this Contract, with or without cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof, which notice shall be given at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant pursuant to this Contract shall become the County's property. The

Consultant shall be entitled to receive compensation in accordance with this Contract for any satisfactory work completed pursuant to the terms of this Contract prior to the date of notice of termination. Notwithstanding the above, the Consultant shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Consultant.

16. NOTICES: Notices concerning termination of this Contract, notices of alleged or actual violations of the terms or provisions of this Contract, and all other notices shall be made as follows:

by the Consultant to: Douglas County
Attn: Caroline Frizell, Dir. Comm & Pub Affairs
100 Third Street
Castle Rock, CO 80104
Ph: (303) 660-7351
Email: cfrizell@douglas.co.us

with a copy to: Douglas County Attorney's Office
100 Third Street
Castle Rock, CO 80104
Ph: (303) 660-7414
Email: attorney@douglas.co.us

and by the County to: Loclyz LLC (DBA – Loclyz Media Services)
Attn: Mike Harrity
13007 S. Bonney St
Parker, CO 80134
Ph: (720) 838-0596
E-mail: mike@loclyz.com

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first-class U.S. mail, via facsimile, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time-to-time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

17. NONDISCRIMINATION: In connection with the performance of work under this Contract, the Consultant agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

18. GOVERNING LAW; VENUE: This Contract shall be deemed to have been made in, and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado. The Consultant

expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

19. COMPLIANCE WITH ALL LAWS AND REGULATIONS: All of the work performed under this Contract by the Consultant shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Consultant shall also comply with all applicable ordinances, regulations, and resolutions of the County and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Contract.

20. SEVERABILITY: In the event any of the provisions of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either party fail to enforce a specific term of this Contract it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

21. NO THIRD-PARTY BENEFICIARIES: The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Consultant, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person under such Contract.

22. ADVERTISING AND PUBLIC DISCLOSURE: The Consultant shall not include any reference to this Contract or services performed pursuant to this Contract in any of Consultant's advertising or public relations materials without first obtaining the written approval of the Douglas County Public Affairs Director. Nothing herein, however, shall preclude the transmittal of any information to officials of the County, including without limitation, the County Manager, Assistant County Manager, and the Board of County Commissioners.

23. PRIORITY OF PROVISIONS: In the event that any terms of this Contract and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control:

- | | |
|-----------------|--------------------------------------|
| 1 st | This Contract, Sections 1 through 29 |
| 2 nd | RFP (if any) |
| 3 rd | Exhibit C- Insurance Requirements |
| 4 th | Exhibit A- Scope of Services |
| 5 th | Exhibit B- Method of Payment |
| 6 th | Response to RFP (if any) |

24. HEADINGS; RECITALS: The headings contained in this Contract are for reference purposes only and shall not in any way affect the meaning or interpretation of this Contract. The Recitals to this Contract are incorporated herein.

25. CONFLICT WITH EXHIBITS: If any Exhibit to this Contract, conflicts with the express terms of the Contract proceeding the Parties signatures, for the purpose of interpretation and enforcement the express terms of the contract are superior, supersede, and prevail.

26. ENTIRE AGREEMENT: The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any commissioner, official, officer, director, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Contract, except those which are expressly reserved herein to the Authorized Representative, shall be valid unless they are contained in writing and executed by all the parties with the same formality as this Contract.

27. INSURANCE: The Consultant shall be required to maintain the insurance requirements provided in Exhibit C, attached hereto and incorporated herein by reference. The Consultant shall provide evidence that such requirements have been met and shall provide updated information to the County in the event any changes are made to the Consultant's insurance coverage during the term of this Contract.

28. COUNTY EXECUTION OF AGREEMENT: This Contract is expressly subject to, and shall not be or become effective or binding on the County, until execution by all signatories of the County.

29. FORCE MAJEURE: No party shall be liable for failure to perform hereunder if such failure is the result of *force majeure*. Any time limit shall be extended for the period of any delay resulting from any *force majeure*, or this Contract may be terminated if such delay makes performance of the Contract impossible or impracticable. *Force majeure* shall mean causes beyond the reasonable control of a party such as, but not limited to, weather conditions, acts of God, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty or action of government authorities.

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EXHIBIT A

SCOPE OF SERVICES

At the direction of the Director of Communication and Public Affairs, Loclyz will produce various videos highlighting County policies and programs. These may include PSAs and Direct from the Board video newsletters. Loclyz will also produce videos for the annual State of the County event and livestream the event.

Primary Services							
Item	Description	Provide	Pricing Structure	Price (USD)	Volume Discount Pricing	Min Hours/Turnaround Time	Comments
1	Pre-production Planning Charges (story board, creative process, scheduling)	<input checked="" type="checkbox"/>	Hourly	\$50			Planning, Meetings, Conference Calls, Site surveys, Story Boarding (not typically necessary)
2	Access to stock music	<input checked="" type="checkbox"/>	No Extra Charge				Licensed music included in edit cost
3	Single Camera Shoot	<input checked="" type="checkbox"/>	Day Rate	\$1,600.00		Half Day is standard minimum (\$800 up to 4 hours), but hourly after that up to full day (\$1600 up to 08 hours)	Hourly rate is \$200. Videographer comes with everything needed to cover story (MMJ or One Man Band)
4	Multiple Camera Shoot	<input checked="" type="checkbox"/>	Day Rate			Half Day is standard minimum per extra camera plus operator (\$800), but hourly after that up to full day (\$1600)	If we are using the 2nd camera that comes with primary videographer, it's only \$125/hour with operator
5	Video production editing (standard)	<input checked="" type="checkbox"/>	Hourly	\$100.00			Includes licensed music, basic graphics, color correction, and one round of notes
6	Video production editing (expedited)	<input checked="" type="checkbox"/>	Hourly	\$100.00			We pretty much treat every edit as expedited. Case by case basis if this became an issue
7	Color Grading	<input checked="" type="checkbox"/>	Hourly	\$100.00			Part of the editing process
8	Closed Captions/Subtitles	<input checked="" type="checkbox"/>	Based on 3rd Party structure				We usually use Go Transcript. We can have the editor do it during editing through Adobe as well.
9	After Effects Animations	<input checked="" type="checkbox"/>	Hourly				Part of the editing process
10	Live Streaming	<input checked="" type="checkbox"/>	Day Rate	\$1,950.00	Will discount for multiple days	Half Day minimum/ \$1250	Standard Package is 3 inputs (2 cameras plus Power Point) 1 director, 1 operator. Each additional camera plus operator is \$500
11	Draft revision charges, if not included in the primary service price	<input checked="" type="checkbox"/>	Hourly	\$150.00		After 1 revision, which is included in Edit pricing	
12	Optimized export formats for multiple platforms charges	<input checked="" type="checkbox"/>	Falls under hourly Edit	\$100.00			
13	Expedited Service Charges (outside above mentioned services)	<input checked="" type="checkbox"/>	Case by Case basis				Rarely an extra charge
14	Weekend and Holiday Charges	<input checked="" type="checkbox"/>	Case by Case basis				Rarely an extra charge
15	Travel Expenses for On-Site Services, if not included in the primary service price	<input checked="" type="checkbox"/>	Hourly	\$100		Minimum \$50/round trip in Denver Metro Area	Outside Metro Area increases to reasonable rate. We will cover the Rocky Mountain Region
16	Area of Expertise services		No Extra Charge				
Additional Services							
Item	Description	Provide	Pricing Structure	Price (USD)	Volume Discount Pricing	Min Hours/Turnaround Time	Comments
17	Spanish Language Producer / Translation	<input checked="" type="checkbox"/>	Hourly	\$100.00		2 hours minimum	Spanish producer can field produce, write, and help in editing process
18	Drone Aerials	<input checked="" type="checkbox"/>	Hourly	\$200.00		2 hours minimum	Licensed including night flight
19	Executive Producer/ Project Manager	<input checked="" type="checkbox"/>	Day Rate	\$800.00		Minimum 1/2 day \$400	
20	Production Truck / Live Event Coverage	<input checked="" type="checkbox"/>	Day Rate	\$3,500.00	Will discount for multiple days	Usually Day Rate only. Used mostly on larger projects	Perfect for Outdoor Events/Live Streaming. Price includes 2 crew, 4 cameras, audio, lights, switcher, cabling, converters, etc
21	Narration / Voice Talent	<input checked="" type="checkbox"/>	Per Project				
22	Script Writing	<input checked="" type="checkbox"/>	Hourly	\$75.00			
23	3D Animation/ Motion Graphics	<input checked="" type="checkbox"/>	Hourly	\$125.00			defiancemotion.com
24	Studio Rental	<input checked="" type="checkbox"/>	Day Rate	\$750.00	Will discount for multiple days	Half Day rental is \$400	Includes lighting, studio space (in Englewood CO) and 1 studio technician

EXHIBIT B
METHOD OF PAYMENT

The amount of funds appropriated for this Contract is one-hundred-seventy-five thousand dollars (\$175,000.00).

Terms:

Loclyz will invoice Douglas County by the fifth of each month for payment of the previous month's services. (Example: Bill by Aug. 5 for work completed in July.)

EXHIBIT C
INSURANCE REQUIREMENTS

Insurance.

1. The Consultant agrees to procure and maintain with insurers with an A- or better rating as determined by Best's Key Rating Guide, at its own expense, the following policies of insurance:

(a) Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Contract, and Employers' Liability insurance with the following limits:

Workers' Compensation:	Statutory
Employers' Liability:	\$1,000,000

(b) Commercial General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy will include coverage for explosion, collapse and underground hazards. The policy will contain a severability of interests provision.

(c) Commercial Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence with respect to each of Consultant's owned, hired and non-owned vehicles assigned to or used in performance of the services. The policy will contain a severability of interests provision.

(d) Professional Liability Insurance Coverage in an amount not less than One Million Dollars (\$1,000,000.00), and Consultant shall maintain such coverage for at least two (2) years from the termination of this Contract.

2. The required Commercial General Liability and Commercial Automobile Liability policies will be endorsed to include Douglas County as a Certificate Holder and name Douglas County, its officers and employees as additional insureds. The required Workers' Compensation policy will be endorsed to include Douglas County as a Certificate Holder. Douglas County reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

3. The certificates of insurance will be attached to this Contract as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The completed certificates of insurance and any notices, within 20 days of cancellation, termination, or material change will be sent to:

Megan Datwyler
Douglas County
Risk Management
100 Third Street
Castle Rock, Colorado 80104

4. The Consultant will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types.

5. Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions and minimum limits will constitute a material breach of contract upon which Douglas County may immediately terminate this Contract.

6. The parties hereto understand and agree that Douglas County is relying on, and does not waive or intend to waive by any provision of this Contract, the monetary limitations (presently \$350,000 per person and \$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to Douglas County, its officers, or its employees.

Approved by: _____
Megan Datwyler
Risk Manager