



## COUNTY COMMISSION

BALDWIN COUNTY  
312 Courthouse Square, Suite 12  
BAY MINETTE, ALABAMA 36507  
(251) 937-0264  
Fax (251) 580-2500  
[www.baldwincountyal.gov](http://www.baldwincountyal.gov)

MEMBERS  
DISTRICT 1. FRANK BURT, JR.  
2. CHRIS ELLIOTT  
3. J. TUCKER DORSEY  
4. CHARLES F. GRUBER

October 17, 2017

Mr. Dave Sands  
Sands Tech AV, LLC  
1141 Conference Road  
Cantonment, Florida 32533

**RE: Professional Services Contract with Sands Tech AV, LLC for  
Video/Audio Services**

Dear Mr. Sands:

The Baldwin County Commission, during its regularly scheduled meeting held on October 17, 2017, approved the *Agreement for Professional Services* between the Commission and Sands Tech AV, LLC for audio and video services. This *Agreement* shall be effective and commence on November 7, 2017, and the same shall terminate upon the expiration of twelve (12) months, on November 6, 2018, with an option to renew upon agreement of both parties for two (2) additional twelve (12) month periods, not to exceed thirty-six (36) months.

Enclosed is a **fully executed original** *Agreement* for your file.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 990-4606 or Ron Cink, County Administrator/Budget Director, at (251) 580-2550.

Sincerely,

T. CHRISTOPHER ELLIOTT, Chairman  
Baldwin County Commission

TCE/met Item BA7

cc: Ron Cink  
Anu Gary  
Brian Peacock

ENCLOSURE(S)

STATE OF ALABAMA     )

COUNTY OF BALDWIN    )

### **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement for Professional Services ("Agreement") is made and entered into by and between the Baldwin County Commission, the honorable county governing body of Baldwin County, Alabama (hereinafter collectively referred to as "COMMISSION"), and Sands Tech AV, LLC (hereinafter referred to as "PROVIDER").

#### **WITNESSETH:**

**WHEREAS**, the COMMISSION remains committed to public access to, and awareness of, the conducting of COMMISSION business and affairs during the regular meetings of the COMMISSION, such meetings being generally held on the first and third Tuesdays of each month, with such exceptions as the COMMISSION may make from time to time; and

**WHEREAS**, in addition to regular meetings, the COMMISSION calls and/or participates in, from time to time, special meetings and other public forums; and

**WHEREAS**, to serve its commitment to such public access and awareness, the COMMISSION arranges for its regular meetings, and various of its special meetings and other public forums as requested by said COMMISSION, to be recorded for subsequent broadcast by cable television providers operating inside the jurisdictional limits of the COMMISSION pursuant to the COMMISSION'S *Baldwin County Cable Television System Franchise Agreement*; and

**WHEREAS**, in addition to the recording of regular COMMISSION meetings and special meetings and other public forums, the COMMISSION continues to cause the production of various documentaries and "public service announcements" which are likewise broadcast by cable television providers operating pursuant to the COMMISSION'S form *Baldwin County Cable Television System Franchise Agreement*; and

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants contained herein, the sufficiency of which being hereby acknowledged, PROVIDER and COMMISSION do hereby agree as follows:

**I.     Definitions.**   The following terms shall have the following meanings:

A. COMMISSION:   The Baldwin County Commission, the honorable county governing body of Baldwin County, Alabama

B. PROVIDER:       Sands Tech AV, LLC

- II. Obligations Generally.** The COMMISSION hereby retains, and the PROVIDER agrees to perform for the COMMISSION, those professional services as hereinafter set forth and attached. This document shall serve as the binding agreement for the services of PROVIDER. PROVIDER shall immediately commence performance of the professional services outlined herein upon full execution of this Agreement. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- III. Recitals Included.** The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- IV. Professional Qualifications.** For the purpose of this Agreement, the PROVIDER represents and warrants to the COMMISSION that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.
- V. No Prohibited Exclusive Franchise.** The COMMISSION neither perceives nor intends, by this Agreement, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- VI. Representation/Warranty of Certifications, Etc.** PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services.
- VII. Legal Compliance.** PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VIII. Independent Contractor.** PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Agreement. PROVIDER is not an employee, servant, partner, or agent of the COMMISSION and has no authority, whether express or implied, to contract for or bind the COMMISSION in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate, in providing the services hereunder, and that the COMMISSION'S interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible

for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Agreement.

- IX.** No Agency Created. It is neither the express nor the implied intent of PROVIDER or COMMISSION to create an agency relationship pursuant to this Agreement. Therefore, the PROVIDER does not in any manner act on behalf of COMMISSION, and the creation of such a relationship is prohibited and void.
- X.** Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- XI.** Entire Agreement. This Agreement represents the entire and integrated agreement between the COMMISSION and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by all parties.
- XII.** Failure to Strictly Enforce Performance. The failure of the COMMISSION to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Agreement shall not constitute and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COMMISSION to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XIII.** Assignment. This Agreement or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COMMISSION, which may be withheld or granted in the sole discretion of the COMMISSION.
- XIV.** Ownership of Documents/Work. The COMMISSION shall be the owner of all copyright or other intellectual property rights in videos, compact discs, DVDs, reports, documents and deliverables produced and paid for under this Agreement, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COMMISSION without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the

COMMISSION'S prior written consent, which may be withheld or granted in the sole discretion of the COMMISSION.

- XV. Notice.** Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

**PROVIDER:** Sands Tech AV, LLC  
1141 Conference Road  
Cantonment, Florida 32533

**COMMISSION:** Baldwin County Commission  
c/o Chairman  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507

- XVI. Services to be Rendered.** PROVIDER is retained by the COMMISSION as a professionally-qualified producer of video recordings suitable for broadcast over cable television systems, all as aforesaid. The general scope of work for the services will encompass:

- A.** Multi-camera recording and production of regular and, as requested, special meetings of the COMMISSION.
- 1.** Multi-Camera remote television production of Baldwin County Commission Meeting in regular session held in the Bay Minette Administration Building's Commission Chambers, at a cost of \$500.00 per meeting (maximum of five (5) hours), and \$100.00 for each additional hour after the initial five (5) hours, billed in one (1) hour increments thereafter.
- B.** Recording and production of documentary program material in Baldwin County, Alabama, will include: municipalities, unincorporated communities, landmarks, annual area activities, festivals, reenactments, historical educational institutions, other historical activities and county department informational videos.
- 1.** The Baldwin County Commission will be billed for each sixty (60) minute final production content at a price of \$2,500.00, by invoice, for the following television production services:
- a. On-location shooting (Any production outside of the Baldwin County Commission Meeting Chambers where regular sessions take place will require contractor provided equipment. A minimum of 48-hour notice to the provider is required.)
  - b. Interviews
  - c. Voice-overs

- d. Music tracks
- e. Editing
- f. Conveyance to Baldwin County Commission of one (1) DVD
- g. Master Dub

**C.** Recording and production of public service announcements and other video spots in Baldwin County will be produced as requested by the Baldwin County Commission.

1. The Baldwin County Commission will be billed for a price per spot of \$450.00 with an understanding that each spot will not exceed ten (10) minutes, by invoice, for the following television production services as follows:

- a. On-location shooting (Any production outside of the Baldwin County Commission Meeting Chambers where regular sessions take place will require contractor provided equipment. A minimum of 48-hour notice to the provider is required.)
- b. Interviews
- c. Voice-overs
- d. Music tracks
- e. Editing
- f. Conveyance to Baldwin County Commission of one (1) DVD
- g. Master Dub

**D.** Recording and production of various public forums are requested on occasion by the Baldwin County Commission, other than those set out in A, B, and C, above, as requested by the COMMISSION.

1. The Baldwin County Commission will be billed for a price per event, not to exceed \$3,000.00 per day with an understanding that location and duration of various public forums may vary for the following television production services as follows:

- a. On-location shooting (Any production outside of the Baldwin County Commission Meeting Chambers where regular sessions take place will require contractor provided equipment. A minimum of 48-hour notice to the provider is required.)
- b. Interviews
- c. Voice-overs
- d. Music tracks
- e. Editing
- f. Conveyance to Baldwin County Commission of one (1) DVD
- g. Master Dub

**E.** PROVIDER will provide ongoing communications with COMMISSION regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COMMISSION as needed or requested.

F. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Agreement.

G. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COMMISSION, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed, and more particularly in a manner consistent with the level of care and skill which PROVIDER has exercised in the provision of these services heretofore.

**XVII. General Responsibilities of the COMMISSION.**

A. The COMMISSION shall provide reasonable notice to PROVIDER whenever the COMMISSION actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.

B. The COMMISSION shall pay to PROVIDER the compensation as, and subject to the terms set out below.

**XVIII. Termination of Services.** The COMMISSION or PROVIDER may terminate this Agreement, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

In the event of termination, the COMMISSION shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COMMISSION to be a reimbursable expense incurred pursuant to this Agreement and prior to the date of termination.

**XIX. Compensation Limited.** The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Agreement. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Agreement, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COMMISSION.

**XX. Direct Expenses.** Compensation to PROVIDER for work shall be paid pursuant to the terms, prices and amounts set out in Section XVI of this Agreement. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services.

**XXI. Method of Payment.** PROVIDER shall submit invoices to the COMMISSION for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.

Payment shall be made by the COMMISSION within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COMMISSION agrees to review and approve invoices submitted for payment in a timely manner.

**XXII. Effective and Termination Dates.** This Agreement shall be effective and commence on November 7, 2017, and the same shall terminate upon the expiration of twelve (12) months, on November 6, 2018, with an option to renew upon agreement of both parties for two (2) additional twelve (12) month periods, not to exceed thirty-six (36) months. This Agreement may also be terminated by a written notification thereof received by either party pursuant to Section XVIII herein related to termination of services. Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.

**XXIII. Force Majeure.** The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

**XXIV. Indemnification.** To the fullest extent allowed by law, PROVIDER shall indemnify, defend and hold COMMISSION and its Commissioners, affiliates, employees, agents, representatives, contractors, subcontractors, licensees and invitees (collectively herein, "COMMISSION") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees, for any and all personal injury (including death), property damage or any other damage or injury of any kind or nature whatsoever, incurred by, asserted against, or imposed upon COMMISSION, arising from or related to this Agreement or the services to be provided hereunder.

**XXV. Number of Originals.** This Agreement shall be executed with two (2) originals, both of which are equally valid as an original.

**XXVI. Governing Law.** This Agreement and all aspects thereof, including without limitation any and all claims or actions arising therefrom or based thereon, shall be governed by the law of the State of Alabama, without regard to Alabama conflict of law principles, and any action




between the parties hereto shall be brought solely in the Circuit Court of Baldwin County, Alabama.

**XXVII. Insurance.** Prior to performing services pursuant to this Agreement, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at/in/on any property, site, location, vessel, or equipment. *All liability insurance shall name the County as an additional insured.* Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least a thirty (30) day notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Agreement until insurance is obtained, terminate this Agreement immediately without further action, or hold Provider in material default and pursue any and all remedies available. Said Certificate of Insurance evidencing the requisite coverage is attached hereto as "**Exhibit A**" hereto as if fully set forth.

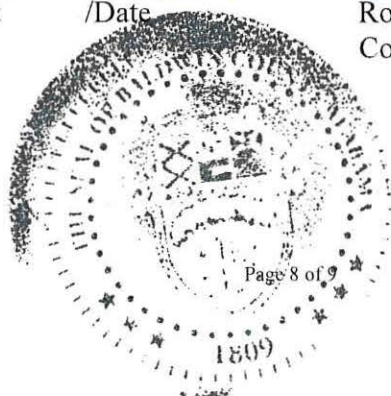
IN WITNESS WHEREOF, the parties hereto have executed this contract on the last day of execution by the COUNTY as written below.

**BALDWIN COUNTY COMMISSION  
"COMMISSION"**

ATTEST:

  
T. Christopher Elliott /Date  
Chairman

  
Ronald J. Cink 10/17/17  
County Administrator /Date



STATE OF ALABAMA       )  
COUNTY OF BALDWIN    )

I, Keri Green, a Notary Public in and for said County and State, hereby certify that T. CHRISTOPHER ELLIOTT, as Chairman of the Baldwin County Commission, and RONALD J. CINK, as County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Baldwin County Commission.

GIVEN under my hand and seal on this the 17<sup>th</sup> day of October, 2017.

Keri Green  
Notary Public  
Commission Expires: 11/23/19

**SANDS TECH AV, LLC**  
**"PROVIDER"**

[Signature] 10-17-17  
Dave Sands /Date  
Its Owner

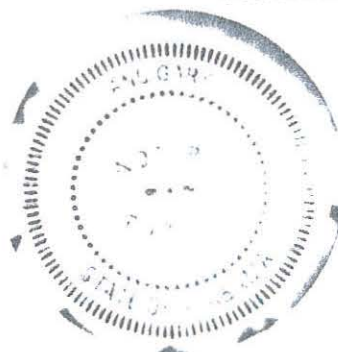


STATE OF ALABAMA       )  
COUNTY OF BALDWIN    )

I, Anu Gary, a Notary Public in and for said County and State, hereby certify that DAVE SANDS as Owner of Sands Tech AV, LLC, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Sands Tech AV, LLC.

GIVEN under my hand and seal on this the 17<sup>th</sup> day of October, 2017.

Anu Gary  
Notary Public  
Commission Expires: My Commission Expires:  
October 12, 2019







# CERTIFICATE OF LIABILITY INSURANCE



DATE (MM/DD/YYYY)

10/25/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Rushing Insurance LLC dba Beck Partners Insurance 151 W Main St. Suite 200 Pensacola FL 32502	<b>CONTACT</b> NAME: Kristine Rushing PHONE (A/C, No, Ext): (850) 476-3745 E-MAIL: krushing@teambeck.com ADDRESS: <b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Southern Owners Ins. Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	<b>FAX</b> (A/C, No): (850) 479-9699 <b>NAIC #</b> [REDACTED]
<b>INSURED</b> John David Sands 1141 Conference Rd Cantonment FL 32533-6841		

**COVERAGES**

CERTIFICATE NUMBER: CL169802741

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	[REDACTED]	11/1/2016	11/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000 Premises/Operations \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		[REDACTED]	11/1/2016	11/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Baldwin County Commission is listed as additional insured as respects to General Liability. 30 day notification applies with the exception of 10 day notice due to non payment of premium.

**CERTIFICATE HOLDER****CANCELLATION**

bpeacock@baldwincountyal.g Baldwin County Commission 312 Courthouse Square Suite 12 Bay Minette, AL 36507	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <b>AUTHORIZED REPRESENTATIVE</b> Reid Rushing/CLR
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