

**PROFESSIONAL SERVICES AGREEMENT BETWEEN ALACHUA COUNTY &
MADDEN PREPINT MEDIA LLC, FOR THE REDESIGN OF THE VISIT
GAINESVILLE, ALACHUA COUNTY WEBSITE, NO. 13931**

This Professional Services Agreement ("Agreement") is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the "County") and Madden Prepint Media LLC, a Foreign Limited Liability Corporation, which is authorized to do business in the State of Florida ("Professional"), who are collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the County publicly issued Request for Proposal 23-399 seeking qualified professionals to redesign the Visit Gainesville, Alachua County website; and

WHEREAS, after evaluating and considering all timely responses to the solicitation, the County identified Professional as top ranked entity in the solicitation process; and

WHEREAS, the Professional is willing to provide certain services to the County; and

WHEREAS, the County desires to engage Professional to provide the services described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged, the County and Professional agree as follows:

1. **Recitals.** The foregoing recitals are incorporated herein.
2. **Scope.** In accordance with the terms and conditions of this Agreement, Professional agrees to provide services necessary to the redesign of the 'Visit Gainesville, Alachua County' website, <http://VisitGainesville.com> ("Website"), as more particularly described in the Scope of Services attached hereto as **Exhibit "1"** and incorporated herein ("Services") for and as needed by the County. Professionals acknowledge that time is of the essence completing the Services. It is understood that the Services may be modified, but to be effective and binding, any such modification must be in writing executed by both the Parties.
3. **Term.**
 - A. This Agreement is effective on the day the last Party signs it and continues until the completion by the Professional, and acceptance by the County, of the new/redesigned Website as described in Exhibit 1, unless earlier terminated as provided herein.
 - B. Following the acceptance of the Website by the County's Tourism Manager, this Agreement shall continue for a period of two years for yearly maintenance of the Website ("maintenance period"), unless earlier terminated as provided herein. This Agreement may be amended at the option of the County for 2 additional 2 year term(s).
4. **Qualifications.** By executing this Agreement, Professional makes the following representations to County:
 - A. Professional is qualified to provide the Services required by this Agreement.
 - B. Professional will perform the Services with the skill and care which would be exercised by a qualified professional performing similar services at the time and place such

Services are performed. If failure to meet these standards results in a deficiency in the Services or the related tasks or designs, Professional will, at his/her own cost and expense, re-do the Services to correct the deficiency.

- C. Professional is familiar with the Services and the conditions of the site, location, project, and specifics of the Services to be provided, designed, or constructed.
- D. The Parties acknowledge that there is nothing in this Agreement that precludes County from retaining other professionals for similar or same Services or from independently performing the Services provided under this Agreement on its own.

5. **Payment.**

- A. The County will pay and Professional will accept a lump sum of **\$84,460.00** for the programming, design/redesign, and creation of the Website and for the Services provided for the County.
- B. After the completion of the Website and the Services by the Professional, and acceptance by the County, the County agrees to pay the Professional during the maintenance period an amount not to exceed \$30,360.00 annually, payable at \$2,530.00 monthly for the maintenance of the Website.
- C. As a condition precedent for any payment, Professional must submit invoices to the County requesting payment for Services properly rendered and expenses due, unless otherwise agreed in writing by the County. Professional's invoice must describe the Services rendered, the date performed [*and the time expended, if billed by hour*], and the person(s) rendering such Services. Professional's invoice shall be accompanied by documentation or data in support of expenses, as the County may require. The invoice shall reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Professional's representation to the County that the Services listed have reached the level stated, have served a public purpose, have been properly and timely performed, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of Professional covered by prior invoices have been paid in full, and that the amount requested is currently due and owing. Submission of the Professional's invoice for final payment shall further constitute the Professional's representation to the County that, upon receipt by the Professional of the amount invoiced, all obligations of the Professional to others, including its consultants and subcontractors, will be paid in full. Professional shall submit invoices to the County at the following address, unless otherwise directed by the County:

Visit Gainesville
33 N. Main Street
Gainesville, FL 32601

- D. The County will make payment to Professional for amounts properly invoiced, as set out below, and in accordance with the provisions of the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.
- E. If the County has reasonable cause to suspect that any representations of Professional relating to payment are inaccurate, the County may withhold payment of sums then or in the future otherwise due to Professional until the inaccuracy, and the cause thereof, is corrected to the County Manager's or his/her designee's reasonable satisfaction.
- F. The County's performance and obligation to pay under this Agreement is contingent

upon a specific annual appropriation by the Alachua County Board of County Commissioners (“Board”). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Continuation of this Agreement beyond the term or the end of any County fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes; and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.

- G. In the event any part of this Agreement or the Services, is to be funded by Federal, State, or other local agency monies, Professional agrees to cooperate with County in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Services and as specifically required by the granting agency, and receiving no payment until all required forms are completed and submitted.

6. **Insurance.** Professional will procure and maintain insurance throughout the entire term of this Agreement, including any renewals, of the types and in the minimum amounts detailed in **Exhibit “2”** attached hereto and incorporated herein. A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit “2-A”**.

7. **Deliverables.** All project deliverables and documents are the sole property of County and may be used by County for any purpose. Any and all deliverables required by this Agreement to be prepared by Professional, such as but not limited to plans and specifications, will be done in such a manner that they shall be accurate, coordinated and adequate for the purposes intended. Professional represents that the deliverables prepared under this Agreement will meet the requirements of all applicable federal, state and local codes, laws, rules and regulations. The County’s review of the deliverables in no way diminishes the Professional’s representations pertaining to the deliverables.

8. **Personnel.**

- A. Professional will ensure that all Professional’s personnel who perform the Services, or perform any part of the Services, are competent, reliable and experienced to perform their assigned task timely and satisfactory. The Professional shall ensure that no barring illness, accident and other unforeseeable events, the Parties anticipate the following individuals, who are employed or retained by Professional, will perform the Services:

Name	Function
Danah Heye,	Director of Business Development
Lauren Hartog,	Account Strategist
Curtis Thompson,	SVP Technology
Ethan Steigerwald,	MarTech Director
Pierce Hicks,	MarTech Strategist
Katy Livingston,	Sr. Creative Director
Jon Aritgas,	Art Director

Emily Gonzales
Tim Jackson,
Hannah Wenrick,

Destination Strategy Director
Content Strategist
Jr Graphic Designer

- B. In the event a person above is no longer going to provide the Services or Professional intends to substitute personnel listed above, Professional will notify the County. Professional will propose to the County a different person with equal or higher qualifications. A modification of the above personnel list does not require an amendment to this Agreement. At the discretion and upon request of the County's Tourism Manager, Professional will cease having a named employee provide Services to the County under this Agreement.
- C. The Professional shall ensure that its representative(s) or employees who did or may have participated in a Citrus County Manatee Campaign shall not provide Services to Alachua County under this Agreement. It shall be grounds for termination of this Agreement if the Professional utilizes these personnel to provide Services or work on the Website for Alachua County.

9. **Alachua County Minimum Wage.** If, as determined by County, the Services to be performed under this Agreement are 'Covered Services', as defined under the Alachua County Government Minimum Wage Ordinance ("Wage Ordinance"), then during the term of this Agreement and any renewals, Professional shall pay its 'Covered Employees', as defined in the Wage Ordinance, no less than the Alachua County Government Minimum Wage ("Minimum Wage"), as may be amended by the County. Professional will require the same of its subcontractors and subconsultants who provide the Services. If applicable, Professional will certify this understanding, obligation, and commitment to County through a certification, a copy of which is attached hereto as **Exhibit "3"**. Professional will (a) post a copy of the Minimum Wage Rate in a prominent place of its principal place of business where it is easily seen by Covered Employees; (b) supply a copy to any Covered Employee upon request; (c) make any person submitting a bid for a subcontract for Covered Services aware of these requirements; and (d) include the necessary provisions in subcontracts to ensure compliance. The County shall not be deemed a necessary, or indispensable, party in any litigation between Professional and subcontractor. At this time of execution of this Agreement, the prevailing Minimum Wage is as follows, which is subject to change during the term of this Agreement, and will be updated, and be applicable, without the necessary of amendment to this Agreement:

\$17.00 per hour with qualifying health benefits amounting to at least \$2.00 per hour	\$19.00 per hour without health benefits
--	--

If applicable to the Services under this Agreement and to Professional, failure to comply with the provisions of the Wage Ordinance will be deemed a breach this Agreement and County is authorized to withhold payment of funds in accordance with Alachua County Code and Chapter 218, Florida Statutes.

10. **Default and Termination.**

- A. **Termination for Default:** The failure of Professional to comply with any provision of this Agreement will place Professional in default. If Professional is in default or fails to perform in accordance with the terms or conditions of this Agreement, the County may provide a written notice of default. The County Manager and his/her designee is authorized to provide notice of default on behalf of County and notice may be sent electronically. If the default is not corrected within the allotted time as specifically provided in the notice of default, the County Manager is authorized to provide Professional with written notice of termination of this Agreement on behalf of County. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Professional.
- B. **Termination for Convenience:** County may terminate the Agreement without cause by providing written notice of termination for convenience to the Professional. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. Upon such notice, Professional will immediately discontinue all Services for the County currently or to be provided to the County, unless the notice from the County directs otherwise. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Professional.
- C. **Termination for Unavailability of Funding:** If funds to finance this Agreement become unavailable, as determined by the County, County may terminate this Agreement upon written notice to Professional. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Professional.
- D. Upon termination of this Agreement based upon the above, the County may obtain the Services from any other sources, firms, and individuals, and may use any method deemed in the County's best interest. Upon termination, Professional will deliver to County all data, drawings, specifications, reports, estimates, summaries, and other records as may have been accumulated by Professional in performing this Agreement, whether completed or in draft. In the event of termination, Professional's recovery against County shall be limited to that portion of this Agreement amount earned through the date of termination. Professional shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Services not performed.

11. **Indemnification.** **PROFESSIONAL HEREBY WAIVES AND RELEASES, AND AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY AND ITS BOARD OF COUNTY COMMISSIONERS, OFFICERS,**

EMPLOYEES, VOLUNTEERS, AND ATTORNEYS (COLLECTIVELY “ALACHUA COUNTY”) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PENALTIES, EXPENSES, AND CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS’ FEES AND COSTS, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF OR IN CONNECTION WITH AN ACT, ERROR OR OMISSION OF PROFESSIONAL OR PROFESSIONAL’S EMPLOYEES, OFFICERS, AGENTS, ASSIGNS OR SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES SET FORTH IN THIS AGREEMENT, INCLUDING ATTACHED EXHIBITS, OR FROM PROFESSIONAL’S ENTRY ONTO ALACHUA COUNTY’S PROPERTY AND ANY AND ALL IMPROVEMENTS THEREON. This obligation shall in no way be limited in any nature by any limitation on the amount or type of Professional’s insurance coverage. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of Professional or Professional’s employees, representatives or agents, then Professional will investigate, respond to and provide a defense for any allegations and claims, at Professional’s sole costs and expense. Furthermore, Professional will pay all costs, fees and other expenses of any defense, including but not limited to, all attorneys’ fees, court costs and expert witness fees and expenses. Professional and County will jointly cooperate with each other in the event of any litigation, including any request for documentation. This indemnification provision will survive the termination of this Agreement. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended.

With respect to any Services, work or goods provided under or arising from this Agreement, the Professional shall indemnify, defend, and hold harmless the County from any suits, actions, damages, and costs of every name and description, including attorneys’ fees and costs, arising from or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a County’s misuse or modification of Professional’s products or County’s operation or use of Contractor’s products or Services in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or is likely to become the subject of such a suit, the Professional may, at its sole expense, procure for the County the right to continue using the product or to modify it to become non-infringing. If the Professional is not reasonably able to modify or otherwise secure for the County the right to continue using the product, the Professional shall remove the product and refund the County the amounts paid in excess of a reasonable rental for past use. The County shall not be liable for any royalties.

12. **Notice.** Except as otherwise provided in this Agreement, any notice from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by certified mail, return receipt requested, or email to the addresses below. All notices will be deemed delivered five (5) business days after mailing. Each Party may change its mailing or email address by giving the other Party, written notice of election to change the address.

To Professional

To County:

Madden Prepint Media LLC

Visit Gainesville, Alachua County
33 N. Main Street
Gainesville, FL 32601

cc: With a copy electronically sent to:

Alachua County Procurement, Attn: Contracts
acpur@alachuacounty.us
Clerk of Court, Attn Finance & Accounting
dmw@alachuaclerk.org

13. **Standard Clauses.**

A. **Public Records.** In accordance with §119.0701, Florida Statutes, Professional, *when acting on behalf of the County*, shall as required by Florida law:

1. Keep and maintain public records required by the County to perform the Services.
2. 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 in Florida law or as otherwise provided by law.
3. 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 term of this Agreement and following completion of the Agreement if Professional does not transfer the records to the County.
4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Professional or keep and maintain public records required by the County to perform the Services. If Professional transfers all public records to the County upon completion of the Agreement, Professional shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Professional keeps and maintains public records upon completion of the Agreement, Professional shall 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 County's information technology systems.

IF PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S PUBLIC RECORDS CUSTODIAN AT publicrecordsrequest@alachuacounty.us OR (352) 264-6906 OR 12 SE 1ST STREET, GAINESVILLE, FL 32601.

If Professional fails to comply with this section, Professional will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes. Professional who fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statute, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.

Professional will take reasonable measures to protect, secure and maintain any data held by Professional in an electronic form that is or contains exempt, confidential, personal information or protected information, as defined by Florida or federal law, related to or in connection with performance of the Services. If Professional suspects or becomes aware of a security breach or unauthorized access to such data by a third party, Professional shall immediately notify the County in writing and will work, at Professional's expense, to prevent or stop the data breach.

B. Confidential Information. During the term of this Agreement, Professional may claim that some of Professional's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Professional in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Florida's public record laws. Professional shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the Confidential Information that is clearly identified by Professional. County will promptly notify Professional in writing if the County receives a request for disclosure of Professional's Confidential Information. Professional may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Professional shall protect, defend, indemnify, and hold harmless Alachua County and its commissioners, officers and employees from and against any claims, actions and judgments arising out of a request for disclosure of Confidential Information or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right; however, the foregoing obligation shall not apply to County's misuse or modification of Professional's Confidential Information in a manner not contemplated by this Agreement. Professional shall investigate, handle, respond to, and defend, at Professional's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Professional shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorneys' fees, costs and expenses. If Professional is not reasonably able to modify or otherwise secure for the County the right to continue using the good or product, Professional shall remove the product and refund the County the amounts paid in excess of a reasonable rental for past use. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Professional releases the County from claims or damages related to disclosure by the County.

C. Auditing Rights and Information. County reserves the right to require the Professional to submit to an audit, by any auditor of the County's choosing. Professional 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. Professional shall retain all records pertaining to this Agreement and upon request make them available to County for three (3) complete calendar years following expiration or termination of the Agreement. Professional 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. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Professional to the County, Professional shall pay to County the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). Any adjustments or payments which must be made as a result of any such audit or inspection of the Professional's invoices or records must be made. If the Overcharged Amount is equal to or greater than \$50,000.00, Professional shall pay to County the Overcharged Amount

and the Audit Amount which is defined as the total aggregate of County's reasonable audit costs incurred as a result of its audit of Professional. County may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing to Professional whether under this Agreement and any other agreement between Professional and County. If such amounts owed to Professional are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Professional hereby shall pay such remaining amounts to County. Payment is due within a reasonable amount of time, but in no event may the time exceed sixty (60) calendar days, from presentation of the County's audit findings to Professional. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable cost of the work or Services. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Professional in performance of the Services under this Agreement. The access, inspection, copying and auditing rights shall survive the termination of this Agreement.

D. Laws & Regulations. Professional will comply with all federal, state, and local laws, ordinances, regulations, rules and code requirements applicable to the work required by this Agreement. Professional is presumed to be familiar with all laws, ordinances, regulations, and rules that may in any way affect the work outlined in this Agreement. If Professional is not familiar with laws, ordinances, rules and regulations, Professional remains liable for any violation and all subsequent damages, penalties, or fines.

E. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in a court of competent jurisdiction in and for Alachua County, Florida.

F. Amendment and Assignment. The Parties may only modify or amend this Agreement by a mutual written agreement of the Parties. Neither Party will assign or transfer any interest in this Agreement without prior written consent of the other Party. The County and Professional each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

G. Additional Services. Additional services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment by the Parties.

H. Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party.

I. Independent Contractor. In the performance of this Agreement, Professional is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. Professional is solely responsible for the means, method, technique, sequence, and procedure utilized by Professional in the full performance of the Services referenced in this Agreement.

J. E-Verify. Pursuant to F.S. sec. 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor during the term of the Agreement. Contractor shall require any subcontractors performing work or providing Services under this Agreement to register and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the subcontractor during the term of this Agreement, and otherwise comply with Florida law. The E-Verify system is located at <https://www.uscis.gov/E-Verify>. Failure to comply with this section is grounds for termination and the contractor (a) may not be awarded a contract with the County for at least 1 year after the date on which the contract

was terminated and (b) is liable for any additional costs incurred by the County as a result of termination of this Agreement.

K. Conflict of Interest. Professional warrants that neither Professional nor any of Professional's employees have any financial or personal interest that conflicts with the execution of this Agreement. The Professional shall notify County of any conflict of interest due to any other clients, contracts, or property interests.

L. Prohibition Against Contingent Fees. As required by §287.055(6), Florida Statutes, the Professional warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Professional to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Professional any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If Professional breaches this provision, the County has the right to termination this Agreement without liability, and at the County's discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

M. Force Majeure. The Parties will exercise every reasonable effort to meet their respective duties under this Agreement but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government laws or regulation, acts of nature, fires, strikes, national disasters, pandemics, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will reasonably extend the performance of the delayed duty to the extent of the delay so incurred and so agreed by the Parties.

N. Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not 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 thirty-six (36) months from the date of being placed on the convicted vendor list.

O. Collusion. By signing this Agreement, Professional declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, professionals or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

P. Counterparts. This Agreement may be executed in any number of and by the Parties on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Agreement shall constitute valid and sufficient delivery in order to complete execution and delivery of this Agreement and bind the Parties to the terms hereof.

Q. Severability and Ambiguity. It is understood and agreed by the Parties that if any of the provisions of the Agreement shall contravene or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision(s) held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. This Agreement shall not be construed more strictly against one Party than against the other Party, merely due to fact that it may have been prepared by one of the Parties. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professionals, including legal counsel, in the review

and execution of this Agreement.


R. Electronic Signatures. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing a manual written or electronic signature, by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

S. Entire Agreement. This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations of the Parties.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the respective dates under each signature: by Alachua County, Florida by its representative who is authorized to sign, and by Professional, through its duly authorized representative.

PROFESSIONAL

By: 
Print: Sarah Hupp Foster
Title: COO
Date: 10/20/23

IF THE PROFESSIONAL IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION OR ENTITY. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

ALACHUA COUNTY, FLORIDA

By: _____
Anna Prizzia, Chair
Board of County Commissioners
Date: _____

ATTEST

Approved as to form:

J.K. "Jess" Irby, Esq., Clerk
(SEAL)

Alachua County Attorney's Office

Exhibit 1: Scope of Services

The Professional shall redesign the Visit Gainesville, Alachua County Website. The Services provided by the profession include, but are not limited to, the following.

1. Website Development and Design

- 1.1. The Professional will select a Content Management System (CMS) and technology for the website environment, including discovery, branding, and overall design best practices.
- 1.2. The Professional should provide at least 3 unique designs for County review.
- 1.3. The Professional will be responsible for conducting a full discovery, including:
 - 1.3.1. Gathering complete technical requirements in initial discovery for assessment of Alachua County tourism needs, providing a CMS solution and guidance in designing and coding a new Alachua County tourism website (VisitGainesville.com)
 - 1.3.2. Recommendation of new website properties and technologies.
 - 1.3.3. Providing at least three unique working site outlines and wireframes, including a site map, and concept design (artwork concept and layout).
 - 1.3.4. Migration plan and implementation timeline from current website to new website, including usernames, passwords, access and any other requirements for migration.
 - 1.3.5. Plan for beta testing with description of the sample size of testers and length of testing;
 - 1.3.6. Archiving and documenting of the initial programming and coding of the redesigned website provided to the County for subsequent usage and maintenance.

2. Design Requirements

- 2.1. The website will have a dynamic, unified look and feel consistent with Visit Gainesville, Alachua County's brand standards, and be responsive in design.
- 2.2. Site must have the capability to display forms such as a "contact us" submission form that sends information via email directly to Tourism staff.
- 2.3. A printable and sharable events calendar that allows for images and rich media to be included into the details.
- 2.4. Create and maintain partner pages, including the ability for Alachua County Tourism staff to be able to create and manage user accounts and profiles.
- 2.5. Auditing and logging of user activity.
- 2.6. Develop training manuals for staff to be able to change content, assets, and documentation on all pages of the website to adapt for future needs.
- 2.7. The website must be able to integrate with existing and future social media platforms (Facebook, Instagram, Twitter, etc).
- 2.8. Incorporate Google analytics and Google Tag Manager.
- 2.9. Incorporate a predictive search function.
- 2.10. Allow for Google map integration.

- 2.11. Include a plan and implementation of Search Engine Optimization (SEO) best practices.
- 2.12. Ability to activate the website into an Emergency Mode, displaying an important banner and message.
- 2.13. Integrated system for creation and distribution of the What's Good event guide across the web platform and in the Constant Contact system.

3. Technical Requirements

- 3.1. Recommended hardware server requirements and configuration.
- 3.2. Functional and quality assurance testing on the website includes:
- 3.3. Compatible with all operating systems and browsers, including mobile.
- 3.4. The website should be designed to HTML5 standards and be ADA Compliant (WCAG 2.1).
- 3.5. Screen resolutions and image quality including responsiveness for mobile devices and tablets. Assistive technologies to meet standard ADA requirements, including color blindness and text sizing.
- 3.6. Site must be able to be rendered in different languages.
- 3.7. All interaction with other systems or widgets will integrate gracefully, including CSS files.
- 3.8. Web solutions should not require Silverlight, Java, or Flash.
- 3.9. Ability to manage Meta Information and Open Graph information.
- 3.10. Page load times minimized and considered.
- 3.11. Site supports SSL fully, including all supporting assets.
- 3.12. Cookies set with "secure" attribute.
- 3.13. HTTP site and www site at the same domain name should serve only to redirect people anonymously to the correct HTTPS URL

4. Professional Support and Retainer Services

- 4.1. Maintain the website including any custom code, plugins, and third-party software that is required for the website to function;
- 4.2. Back up all content, assets, and code for the website to a disaster recovery (a fail-safe environment) and quality assurance servers.
- 4.3. Provide priority emergency support for any hacks, downtime and broken links (HTTP 404) found on the website, and restore the site in no more than one calendar day at no cost;
- 4.4. Maintain critical out-of-band security/plugin updates that require immediate action and resolution by testing and applying on monthly scheduled dateime (during nonpeak hours) and including providing recommendations of any plugins that are outdated that need to be replaced to ensure a cohesive functionality of the website that remains responsive, proactive, and intuitive for user experience;
- 4.5. Ensure browser support and compatibility;

- 4.6. Provide a secure and regularly monitored service and data environment to protect against malware, intrusion, phishing, and other forms of hacking and spamming or open ports that adheres to the best practices in web and data security. Controls must be in place to secure all data and provide full back up, so that the website is up with little downtime;
- 4.7. Ensure downtime is minimized, with a guaranteed response time and reporting mechanisms to log activity, debugging, traffic monitoring, server health and compatibility issues.
- 4.8. SEO site checkup and results reporting on a monthly basis;
- 4.9. Evidence of tracking analytics, including an audit log of user activity and monitoring on the backend of the website, which will be provided on a monthly basis;
- 4.10. Researching and identifying evolving technologies and trends in website and social media, evaluate opportunities, and recommend any digital components to further enhance the website; and
- 4.11. Provide core personnel and subcontractor contact information, username and level of access relevant to all aspects of the website, especially during on-call and emergency disaster needs.

5. Project Planning and Reports

- 5.1. Project management including, without limitations, status reports, development and management of timelines, project budgets and estimates, and ensuring effective, timely and cost-efficient delivery of projects;
- 5.2. Manage and implement cohesive project/campaign strategies in a collaborative environment with departmental staff and other agencies of record;

6. Change Orders and overall changes to project scope.

- 6.1. Accountability for budget control for multiple projects and timely, accurate invoicing.
- 6.2. Professional must obtain written authorization in advance of all work and bill Alachua County monthly with detailed supporting documentation attached to all invoices to ensure proper backup;
- 6.3. Provide all Change Orders in writing via email for items outside the scope of the accepted project so that Alachua County Tourism staff and Procurement can review, approve and follow Procurement process.

7. Security Best Practices

- 7.1. The site shall be a stand-alone site and not require Alachua County Network access.
- 7.2. All Security Updates and Patches should be done in a timely manner.
- 7.3. The website should not list any County emails but should use forms to communicate to Alachua County staff (hiding internal emails).
- 7.4. Ensure that website redirects are handled in a secure manner.

- 7.5. Professional will work with the Alachua County Tourism staff for implementation and maintenance of the website so Alachua County Tourism staff will have knowledge for general troubleshooting purposes.
- 7.6. All website maintenance shall be done in accordance with industry best practices to include monthly patching and updates to reduce the risk of security vulnerabilities.
- 7.7. Professional will setup a production and testing website environment.
- 7.8. Updates to the website will be coordinated with Alachua County Tourism.
- 7.9. Work with Alachua County to review and coordinate all Disaster Recovery Site Plans, Service Level Agreements and Timing of Backups for Site Restoration Purposes.

Exhibit 2: Insurance Requirements

Exhibit 2-A: Certificate of Insurance

Exhibit 3: Certification of Meeting Alachua County Wage Ordinance

Contact Title: PROFESSIONAL SERVICES AGREEMENT BETWEEN ALACHUA COUNTY & MADDEN PREPINT MEDIA LLC, FOR THE REDESIGN OF THE VISIT GAINESVILLE, ALACHUA COUNTY WEBSITE, NO. 13931

Contract or Bid/RFP #:13931

The undersigned, who is authorized on behalf of the Professional, certifies that all covered employees, contractors and subcontracted, completing Services as part of this Agreement are paid, and will continue to be paid, in accordance with the Alachua County Government Minimum Wage requirements (“Wage Ordinance”) contained in the Alachua County Code, as may be amended.

Madden Prepint Media, LLC
31 N 6th Ave Suite 105-157
TUCSON, AZ 85701

PROFESSIONAL

By: 

Print: Sarah Hupp Foster

Title: COO

Date: 10/20/23