

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



**Contract Number**

18-685 A 1

**SAP Number**

## ECONOMIC DEVELOPMENT

<b>Department Contract Representative</b>	Soua Vang
<b>Telephone Number</b>	909-387-4385
<b>Contractor</b>	Group 1 Productions
<b>Contractor Representative</b>	Alan J. Cook
<b>Telephone Number</b>	909-730-2323
<b>Contract Term</b>	September 11, 2018 – June 30, 2022
<b>Original Contract Amount</b>	\$285,000
<b>Amendment Amount</b>	\$115,000
<b>Total Contract Amount</b>	\$400,000
<b>Cost Center</b>	6015421000

### **IT IS HEREBY AGREED AS FOLLOWS:**

*(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)*

### **AMENDMENT NO. 1 TO CONTRACT No. 18-685**

WHEREAS, on September 11, 2018, the Board of Supervisors (Board) for the County of San Bernardino (County) approved Agreement No. 18-685 (Agreement) with Group 1 Productions (Contractor) in the not-to-exceed amount of \$285,000 to provide services for the production of the State of the County promotional videos for the period of September 11, 2018, through June 30, 2021, with the option to extend the contract for two additional one-year periods; and

WHEREAS, the Contract authorized the County to extend the term of the Contract, under the same terms and conditions, by two additional one year terms upon Contractor's satisfactory performance; and

WHEREAS, the County finds the Contractor has performed to its satisfaction under the Contract and desires to extend the Contract term by one additional year; and

WHEREAS, the Parties desire to extend the term of the contract by an additional year to allow for the continuation of services to produce the State of the County promotional videos; and

NOW, THEREFORE the County and Contractor hereby agree to amend the Agreement as follows:

1) Section B.1 is deleted and replaced with the following:

Services are defined as developing, producing and delivering various video spots for the County Vision Project and State of the County. This includes but is not limited to:

- Videos will cover all five supervisorial districts
  - Included but not limited to: aerial shots, specific events, attractions, interviews
- Assistance with script writing and concept storyboarding will be provided
- Production will include location film shooting
  - On location may require travel out of State
- Video editing will be conducted
- Post-production studio activities will be performed
- Any additional requirements in producing the video
- Utilize footage from other clients that is available to the County with permission
- Video will be produced in a digital environment for image acquisition in high definition along with state-of-the-art broadcast quality and digital post production
- All videos produced will be made available online throughout the production and post-production process as requested by the County
- Day of the Event highlight reel recapping and showcasing all elements of the event:
  - Interviews of Board of Supervisors
  - Check in process
  - Attendee experience
  - Keynote speaker
  - Entertainment
- Each item will be itemized and billed on an hourly rate and outlined in the total project cost, not to exceed the following amount per year.
  - Year One: not-to-exceed \$85,000
  - Year Two: not-to-exceed \$95,000
  - Year Three: not-to-exceed \$105,000
  - Year Four: not-to-exceed \$115,000
- Billing will be paid for year three, as follows:
  - Fifty percent (50%) to be paid within 30 days of beginning of project services
  - Twenty-five percent (25%) to be paid by the end of the fiscal year
  - Final payment will be paid 30 days after completion of project services
- Billing will be paid for year four, as follows:
  - Fifty percent (50%) to be paid within 30 days of beginning of project services
  - Twenty-five percent (25%) to be paid 30 days prior to the State of the County event
  - Final payment will be paid 30 days after completion of project services

2) Section D TERM OF CONTRACT is deleted and replaced with the following:

This Contract is effective as of September 11, 2018 and expires June 30, 2022 but may be terminated earlier in accordance with provisions of this Contract. The Contract term may be extended one additional one-year period by mutual agreement of parties.

The County and the Contractor each reserve the right to terminate the Contract, for any reason, with a ten (10) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

3) Section F.2 is deleted and replaced with the following:

The maximum amount of payment under this Contract shall not exceed \$400,000 of which \$400,000 may be federally funded, and shall be subject to availability of other funds to the County. The consideration to be to the Contractor, as provided herein, shall be in full payment for all Contractor's services incurred in the performance hereof, excluding travel and per diem.

4) Section F.3 is deleted and replaced with the following:

To receive payment, Contractor is to submit invoices within 30 days of beginning project services, after 4 months of beginning project services, and within 30 days of completion of project services; not to exceed all-inclusive amount specified per year:

- o Year One: not-to-exceed \$85,000
- o Year Two: not-to-exceed \$95,000
- o Year Three: not-to-exceed \$105,000
- o Year Four: not-to-exceed \$115,000

Invoice documentation for year three to notate fifty percent (50%) of total contract fee at beginning of services, twenty-five percent (25%) by the end of the fiscal year after beginning of services, and final payment at the completion of project services per year.

Invoice documentation for year four to notate fifty percent (50%) of total contract fee at beginning of services, twenty-five percent (25%) 30 days prior to the State of the County event, and final payment at the completion of project services per year.

5) The Parties agree that this Amendment No. 1 may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument, and that a photocopy or facsimile may serve as an original. If this Amendment No. 1 is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this Amendment No. 1. The Parties shall be entitled to sign and transmit an electronic signature of this Amendment No. 1 (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the party whose name is contained therein. Each Party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment No. 1 upon request.

6) All other terms and conditions of Contract No. 18-685, as amended, remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused the respective names to be hereunto subscribed and their respective seals to be hereunto affixed by their respective proper offices thereunto duly authorized.

COUNTY OF SAN BERNARDINO

▶ *Curt Hagman*  
Curt Hagman, Chairman, Board of Supervisors

Dated: MAY 04 2021  
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD



*Lynna Monell*  
Lynna Monell  
Clerk of the Board of Supervisors  
of the County of San Bernardino  
By *[Signature]* Deputy

Group 1 Productions

(Print or type name of corporation, company, contractor, etc.)

By ▶ *Alan J. Cook*  
(Authorized signature - sign in blue ink)  
Alan J. Cook

Name \_\_\_\_\_  
(Print or type name of person signing contract)

Title Principal  
(Print or Type)

Dated: April 26, 2021

Address 30962 Shaba Circle, Temecula CA 92592

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
▶ *Sophie Akins*  
Sophie A. Akins, Deputy County Counsel

Date April 27, 2021

Reviewed for Contract Compliance  
▶ \_\_\_\_\_

Date \_\_\_\_\_

Reviewed/Approved by Department  
▶ *[Signature]*  
Sua Vang, Interim Director

Date 4/23/2021