SERVICE CONTRACT Relativity Communications V# 5399

AGREEMENT is made this 1st day of March, 2022 by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107("County") and Relativity Communications located at 2743 Pine Heights Dr., West Bloomfield, MI 48324 ("Contractor")

In consideration of the promises below, the parties mutually agree as follows

ARTICLE I - SCOPE OF SERVICES

The Contractor will film and produce "short" and "long format" segments developing informative, activities of various divisions within the Sheriff's Office see attachments (Attachment A - Beyond the Badge New 911 Communication Cneter \$28,955 00 and Attachment B Beyond the Badge Director of Innovation Inclusion \$46,875 00)

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices the County will pay the Contractor an annual amount not to exceed forty six thousand eight hundred and seventy-five dollars and zero cents (\$46,875 00)

ARTICLE III - REPORTING OF CONTRACTOR

- Section 1 The Contractor is to report to the Sheriff and will cooperate and confer with him/her as necessary to insure satisfactory work progress
- Section 2 All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name
- Section 3 All reports made in connection with these services are subject to review and final approval by the County Administrator
- Section 4 The County may review and inspect the Contractor's activities during the term of this contract
- $\underline{\text{Section 5}}$ When applicable, the Contractor will submit a final, written report to the County Administrator
- Section 6 After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies

ARTICLE IV - TERM

This contract begins on the date of this agreement and ends on December 31, 2024, with an option to extend for two (2) additional one (1) year periods

ARTICLE V - PERSONNEL

- Section 1 The contractor will provide the required services and will not subcontract or assign the services without the County's written approval
- Section 2 The Contractor will not hire any County employee for any of the required services without the County's written approval

Section 3 - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE VI - INDEPENDENT CONTRACTOR

Contractor and the County shall, at all times, be deemed to be independent contractors and nothing herein shall be construed to create or imply that there exists between the parties a partnership, joint venture or other business organization Contractor shall hold no authority, express or implied, to commit, obligate or make representations on behalf of the County and shall make no representation to others to the contrary

Nothing herein is intended nor shall be construed for any purpose as creating the relationship of employer and employee or agent and principal between the parties Except as otherwise specified in this contract, Contractor retains the sole right and obligation to direct, control or supervise the details and means by which the services under this contract are provided

Contractor shall not be eligible for, or participate in, any insurance, pension, workers' compensation insurance, profit sharing or other plans established for the benefit of the County's employees. Contractor shall be solely responsible for payment of all taxes arising out of the Contractor's activities in connection with this Agreement, including, without limitation, federal and state income taxes, social security taxes, unemployment insurance taxes and any other tax or business license fees as required. The County shall not be responsible for withholding any income or employment taxes whatsoever on behalf of the Contractor.

ARTICLE VII - INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor

ARTICLE VIII - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance

- 1 Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee
- 2 Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The

County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract

Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage. For transportation services contracts, the County shall be added as additional insured on automobile liability policy with respect to the services provided under this contract

Insurance companies, named insured's and policy forms may be subject to the approval of the Washtenaw County Administrator, if requested by the County Administrator Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Washtenaw County c/o. Washtenaw County Sheriff's Office, Attn. Business Services, 2201 Hogback Rd, Ann Arbor MI. 48105, Contract 53888 and shall provide for written notice to the Certificate holder of cancellation of coverage.

ARTICLE IX - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act

ARTICLE X - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable

ARTICLE XI - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission,

percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

ARTICLE XII - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business)

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees Affirmative action will include, but not be limited to Employment, upgrading, demotion or transfer, recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, selection for training, including apprenticeship

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief

ARTICLE XIII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$14 82 per hour with benefits or \$16 52 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2023 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

<u>ARTICLE XIV - EQUAL ACCESS</u>

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age

ARTICLE XV - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XVI - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XVII - TERMINATION OF CONTRACT

<u>Section 1</u> - Termination without cause Either party may terminate the contract by giving thirty (30) days written notice to the other party

ARTICLE XVIII - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability

ARTICLE XIX - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations

ARTICLE XX- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties

ARTICLE XXI - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan

ARTICLE XXII - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral

ARTICLE XXIII - ELECTRONIC SIGNATURES

All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement

ATTESTED TO				WASHTENAW COUNTY			
Βv	Lawrence Kerrycum Signed by Deputy E. Golembiewski for L. Kestenbaum	06/06/2022	Bv	Duny Dill	9 06/06/2022		
,	awrence Kestenbaum (DATE) County Clerk/Register			Gregory Dill County Administrator	(DATE)		

APPROVED AS TO CONTENT

CONTRACTOR

Ву

Millie Elston Relativity Communications

5 23 2022 (DATE)

APPROVED AS TO FORM

By Office of Corporation Counsel

Jerry L Sheriff

Ву

06/06/2022

(DATE)

Michelle K Billard Office of Corporation Counsel

Attach ment A

RELATIVITY Communications

2743 Pine Heights Drive West Bloomfield, MI 48324

(313) 520-1751



Vendor #5399

May 3, 2022

Video Production Services for *Beyond the Badge*Price Sheet for "Short"

PRE-PRODUCTION AND PRODUCTION

PRE-PRODUCTION

Producer

Writer

Director

PRODUCTION CREW (One Day)

Director/DP

B-Camera Operator

Audio Technician

EQUIPMENT & SERVICES

FS7 Camera, lens kit and support

B-Camera - FS7 Camera, lens kit and support

lavalier mics, transmitters and receivers

Light kit

Audio/Recorder

Monitor/Teleprompter

POST-PRODUCTION

Media management, editorial, titles, color grading, audio mixing, file encoding and distribution

(1) days, plus (2) half-days for client revisions

Post-production -(2) days

Archiving and archive media

PRODUCTION TOTAL: \$9,975

Note: Other items are available ala carte, such as camera slider and additional lights, and purchased stock video/photography and are not included in this estimate.

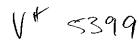
Thank you for your consideration,

Millie Elston

287295958543 May 06, 2022 8A to 8A

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Invoice Foundation Account 57890446 Account Number Issue Date Page





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Attachment B

RELATIVITY Communications

2743 Pine Heights Drive West Bloomfield, MI 48324

(313) 520-1751



Vendor #5399

May 3, 2022

Video Production Services for *Beyond the Badge*Price Sheet for "Long Format"

PRE-PRODUCTION AND PRODUCTION

PRE-PRODUCTION

Producer

Writer

Director

PRODUCTION CREW

(1 ½ Days Day one on location/day 2 half day interview with Sheriff in office)

Director

Director/DP

Camera Operator 1

Camera Operator 2

Lighting/AV technician

Audio Technician

Grips

EQUIPMENT & SERVICES

2 FS7 Cameras, lens kit and support Lavalier mics, transmitters and receivers Light kit plus Grip kit and expendables Audio/Recorder Monitor and Teleprompter

POST-PRODUCTION

Media management, editorial, titles, color grading, audio mixing, file encoding and distribution

4 days, includes 2 rounds of client revisions

Post-production 4 days

Archiving and archive media

PRODUCTION TOTAL: \$17,920

Note: Other items are available ala carte, such as camera slider and additional lights, and purchased stock video/photography and are not included in this estimate.

Thank you for your consideration,

Millie Elston

2872958543X05142022 Foundation Account 57890446 Account Number 287295958543 May 06, 2022 Issue Date 8A to NA Page

Invoice

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00 0\$	FUUNOX	4e0'801KB	Dyn Traffic Mgt	ლძგ ვ ვე	00 0\$	FNUNOX	2°453KB	Dyn Traffic Mgl	ազին ին
00 0\$	FNUNOX	4e0,801KB	Дул Тrаffic MgL	იഉ ვუხⴍ	00.0\$	FNUNOX	42,280KB	Dyn Traffic Mgt	mq11 e0
00 0\$	FNUNOX	460,800KB	Dyn Traffic Mgt	04 32pm	00 0\$	FNUNOX	490'800KB	Дуп Тгаffic Mgt	mq7.4 70
00 0\$	FUUNOX	460,800KB	Dyn Traffic Mgt	03 36pm ⁷	00 0\$	FNUNOX	460,800KB	Dyn Traffic Mgt	mq 2 ∑ 70
00 0\$	FNUNOX	460,800KB	Dyn Traffic Mgt	03 15pm	00 Q\$	FNINOX	38,184KB	Dyn Traffic Mgt	05 24pm
			Dyn Traffic Mgt	, mq88 S0	:		35 454KB	Dyn Traffic Mgt	03 24pm
00 0\$	FNUNOX	460,800KB			00 0\$	FNUNOX			
00 0\$	FNUNOX	4e0'801KB	remerence. Dyn Traffic Mgt	, mq4€ 20	00 0\$	FNUNOX	3'694KB	Оуп Тraffic Mgt	mq 4 2 f0
00 0\$	FNUNOX	460,801KB	' Dyn Traffic Mgt	mg21 S0	00 0\$	FNUNOX	1,869KB	Dyn Traffic Mgt	ms42 l1
00 0\$	FNUNOX	4e0'800KB	lgM ⊃ilter∏ αγΩ	12 S5pm	00 0\$	FNUNOX	2'728KB	Dyn Traffic Mgt	09 2 4 am
00 0\$	EMUNOX	793'627KB	lgM ⊃iñsiT nγΩ	ភាទខិច ប	<i>00 0</i> \$	FNUNOX	105,473KB	ùγn Traffic Mgί	ጠፍትડ 70
00 0\$	FNUNOX	14'161KB	Dyn Traffic Mgt	ms& 80	00 0\$	FAUNOX	4e0'800KB	Dyn Traffic Mgt	ա ել գ 90
00 0\$	FUUNOX	279,241KB	Dyn Traffic Mgl	ന്നുട്ട 90	00 0\$	FNUNOX	42'186KB	Dyn Traffic Mgl	me13 20
00 0\$	FNUNOX	741'358KB	Гууп Тгайіс Мді	ms33 1 0	00 0\$	FNUNOX	52'93¢K₿	Dyn Traffic Mgt	ms12 S0
00 0\$	FNUNOX	12,087KB	Dyn Traffic Mgt	me23 20	00 0\$	FNUNOX	13'933KB	Dyn Italfic Mgt	12.51am
00 0\$	FNUNOX	10'127KB	Dyn Traffic Mgt	m s 22 St		,,,,,,,,,,	2 ,100 0 01		Thursday, Apr 28
00 04	XOI1/III	471231 01	1-11-237	Fo yeM, kebnu2					,
					00 0\$	FNUNOX	17,973KB	Dyn Traffic Mgt	ագլ 2 ՕԼ
00 0\$	FNUNOX	11,863KB	Dyn Traffic Mgt	ოძვვ 01	00 0\$	FNUNOX	132'818KB	Dyn Traffic Mgl	ագիշ 80
00 0\$	FUUNOX	68,830KB	Dyn Traffic Mgi	mq22 80	00 0\$	ENUNOX	460,801KB	Пул Тъаffic Mgt	mq01 80
00 0\$	FNUNOX	, 460,801KB	Dyn Traffic Mgt	mq82 70	00 0\$	FNUNOX	460,801KB	Dyn Traffic Mg(mq12.70
00 0\$	FNUNOX	460,801KB	Dyn Traffic Mgt	mq41 70	00 0\$	FNUNOX	54'562KB	Dyn Traffic Mgt	05 21pm
00 0\$	FNUNOX	460,801KB	Dyn Traffic Mgt	mq 1 0 70	00 0\$	FNUNOX	437,319KB	Dyn Traffic Mgt	03 2 lpm
00 0\$	EMINOX	460,801KB	Dyn Traffic Mgt	mq28 30	00 0\$	FNUNOX	460,800KB	Dyn Traffic Mgt	mq32 10
		460,801KB	Dyn Traffic Mgt	mqS4 80				Dyn Traffic Mgt	ազշի 10
00 0\$	FNUNOX		Dyn Traffic Mgt	mqeS 80 mqS\ 80	00.0\$	FNUNOX	460,801KB		
00 0\$	FUUNOX	460,801KB			00 0\$	FNUNOX	460,800KB	Dyn Traffic Mgt	mqət St
00 0\$	FNUNOX	460,800KB	Dyn Traffic Mgl	mq31 80	00 0\$	FNUNOX	460,800KB	Dyn Traffic Mgt	ms22 lt
00 0\$	FUUNOX	460,801KB	JgM offisiT nyO	mqS0 90	00 0\$	FNUNOX	460,800KB	Dyn Traffic Mgt	ա 32 ա
00 0\$	FNUNOX	460,801KB	Dyn Traffic Mgl	mq ⁶ 7 20	0 0 0\$	FNUNOX	460,800KB	Dyn Traffic Mgt	10 42sm
00 0\$	FNUNOX	₹60'801KB	Dyn Traffic Mgt	ლძმნ მე	00 0\$	FNUNOX	63,154KB	Dyn Traffic Mgl	ms24 80
00 0\$	ENONOX	460,801KB	Dyn Traffic Mgl	ლძგა მე	00 0\$	FNUNOX	₹60,801KB	Dyn Traffic Mgl	mett 80
00 0\$	FNUNOX	415'539KB	Dyn Traffic Mgt	03 S2pm	00 0\$	ENUNOX	92'532KB	Dyn Traffic Mgt	mett 80
00 0\$	FNUNOX	451,441KB	Дуп Тгайіс Мді	ՄԼ Տշխա	00 0\$	FNUNOX	17,716KB	Dyn Traffic Mgt	ms11 40
00 0\$	ENUNOX	460,801KB	Dyn Traffic Mgt	mg80 t0	00 0\$	FNUNOX	37,321KB	Оул Т≀аffic Mgt	ms11 <u>2</u> 0
00 0\$	FNUNOX	460,800KB	Dyn Traffic Mgt	mq14 St	00 0\$	FNUNOX	460,801KB	Dyn Ttaffic Mgt	ms81 St
00 0\$	FNUNOX	25'433KB	Dyn Traffic Mgt	ms140t	00 0\$	FNUNOX	460,801KB	Dyn Traffic Mgt	ms70.21
00 0\$	FUUNOX	81'566KB	Dyn Traffic Mgt	ms14 80	00.00	VOIGHIA	U/11/00 001		Wednesday, Apr 27
			Dyn Traffic Mgt						
00 0\$	FNUNOX	460,801KB		msec 50	00 0\$	FNUNOX	460,800KB	Dyn Traffic Mgt	ազ չ ց էլ
00 0\$	FNUNOX	138'385KB	Dyn Traffic Mgl	me6c c0	00 0\$	FNUNOX	4 90'801KB	Dyn Traffic Mgt	ազ8 ի
00 0\$	FNUNOX	₹ 90'801KB	JgM affici Mgt	me84 40	00.0\$	FNUNOX	4e0'801kB	Dyn Traffic Mgt	mq8£ 11
00 0\$	FNUNOX	3'034KB	Dyn Traffic Mgl	me94 S0	00 0\$	FNUNOX	460,801KB	Dyn Traffic Mgt	ուգ62 11
00 0\$	FUUNOX	7'280KB	Dyn Traffic Mgt	12 49am	00 0\$	FNUNOX	460,800KB	Dyn Traific Mgt	mq81 11
				Saturday, Apr 30	00 0\$	FNUNOX	460,801KB	Dyn Traffic Mgt	mq90 11
ሰብ ብቅ	VONONII	6,691KB	Dyn Traffic Mgt	ագ64 ՕԼ				Dyn Traffic Mgl	mq82 01
00 0\$	FNUNOX				\$0.00 00.00	FNUNOX	460,801KB		
00 0\$	FNUNOX	237,383KB	Dyn Traffic Mgt	mq20 80	00 0\$	FNUNOX	460,801KB	ул Тгайс Мді	10 50pm
00 0\$	FNUNOX	460,801KB	Dyn Traffic Mgt	mq26 80	00 0\$	FNUNOX	460,800KB	Dyn Traffic Mgt	mq7£ 0t
00 0\$	FNUNOX	460,801KB	Dyn Traffic Mgt	mq61 80	00 0\$	FNUNOX	460,801KB	Dyn Traffic Mgl	mqəS 01
00 0\$	FNUNOX	460,801KB	JgM ⊃iñeiT πγŒ	mq80 80	00 0\$	FNUNOX	460,800KB	Dyn Traffic Mgt	mqat 01
00 0\$	FNUNOX	400'800KB	ύγην Traffic Μgt	ოძგმ 70	00 D\$	FNUNOX	460,800KB	1gM aiñsiT nyG	mq20 01
00 0\$	ENDNOX	490'801KB	Dyn Traffic Mgt	mq74 70	00 0\$	FNUNOX	₫ 00'800KB	Dyn Traffic Mgl	ლძვვ 60
00 0\$	FNUNOX	₹ 60'804KB	Dyn Traffic Mgl	тід\Е 70	00 0\$	FNUNOX	480,801KB	Оул Тгайс Мді	m dc † 60
00 0\$	XONUN ∃	460,801KB	Dyn Traffic Mgt	mq£S 70	<u>00</u> 0\$	FNUNOX	460,801KB	Dyn Traffic Mgt	mq ≯ € 60
Charges	Rate Code	Type/Unit	тол 7/оТ	əmiT	Charges	Rate Code	Type/Unit	mo17\oT	ТІТВ
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