

Wagner Photography

10180 Via Colomba Circle

Fort Myers, Florida 33966

Email: fotoguy22@hotmail.com

Phone: 239-898-8677

November 6, 2020

Nick Gandy

Communications Consultant

Florida Sports Foundation

101 North Monroe Street, Suite 1000

Tallahassee, Florida 32301

RE: Florida Senior Games, December 4-14, 2020

Photography Coverage Proposal

Digital images of activities directly relative to the Senior Games including, but not limited to:

Action photos of prioritized sports and activities taking place during the day

Candid portraits, interaction between athletes, possible team photos

Overview and detailed images which may be used to promote future events

Special requests, such as photos needed by Nick Gandy or other staff members

All images will be sent to **Nick Gandy** via WeTransfer no later than Wednesday evening, December 16, 2020. If any images are needed for quick turn-around I will have the ability to provide those images within the requested time frame. Several images chosen by Wagner Photography will be enhanced in order to maximize quality, impact and effect prior to submission on December 16.

As discussed, an additional photographer will be needed in order to properly and efficiently cover the events on the first weekend of this year's Senior Games. Bradenton-based Mike Janes, a professional sports photographer and close friend, has committed his availability for the weekend of December 4-7. Samples of Mike's work can be seen at www.mikejanesphotography.com.

Cost of services and finished product:

Primary photographer, Greg Wagner:	\$3,750.00
Weekend photographer, Mike Janes:	\$ 950.00
500 miles (Greg)	\$ 222.50****
340 miles (Mike)	\$ 151.30****
Combined tolls	\$ 50.00****
All digital files:	<u>included</u>
Total	\$ 5,123.80

Travel notes: For Greg it is approximately 150 miles from Fort Myers to Wesley Chapel, 140 miles from Wesley Chapel to Cocoa Beach, and 210 miles from Cocoa Beach to Fort Myers, all according to MapQuest. For Mike it is approximately 170 miles between Bradenton and Cocoa Beach, 340 round trip. I expect both of us will be using toll roads but it is unknown at this time what that cost will be. The \$50 is strictly an estimate. Mileage costs are based on the \$.445 per mile figure from 2019.

Thank you very much. We are looking forward to working with you and your fine staff at the 2020 Florida Senior Games.



Please note that the items in bold are PAID IN FULL via check on day 1 of the games. The items with a ** are not paid until all official documents for mileage, tolls and per diem for food have been received from Mr. Wagner and Mr. Janes. The numbers above are strictly estimates. The Florida Sports Foundation/Florida Senior Games will provide hotel nights for Greg Wagner in Pasco County/Wesley Chapel area from December 4-10 and then in Brevard County area from December 10-14, 2020. Mike Janes will have a hotel provided in BREVARD COUNTY from December 4-7, 2020. All hotel expenses are covered by the Florida Sports Foundation/Florida Senior Games.**



Additional Consultant Services Contract Terms
“ADDENDUM A”

November 12, 2020

Wagner Photography
10180 Via Colomba Circle
Fort Myers, Florida 33966

The Florida Sports Foundation, Incorporated, with its principal office located at 101 North Monroe Street, Suite 1000, Tallahassee, Florida 32301, hereinafter "**FSF**", a not-for-profit 501(3)(c) corporation, operating as a division of Enterprise Florida, Inc. (EFI), under a contract with the Department of Economic Opportunity (DEO), which specifies that all payments made with any state funds must adhere to the following state funding requirements.

FSF will contract with Wagner Photography as a consultant to provide photography services for the 2020 Florida Senior Games per the attached contract for consultant services.

Wagner Photography shall be referenced herein also as “Contractor”, “Consultant”, “Sports Director”, and “You”. In addition, hereinafter, Consultant and FSF together shall also be referenced as “Parties”.

The provisions of these *Additional Consultant Services Contract Terms* are in addition to any FSF or Consultant supplied Agreement or Contract for this service or services, and together, will constitute the entire agreement between the Parties hereto with respect to the subject matter of this Agreement, and shall supersede all previous communications, representations, or agreements, either oral or written, between the Parties relating to such subject matter.

1. SERVICES.

1.1 FSF hereby engages you, and you hereby accept such engagement, as an independent contractor to provide certain services to the FSF on the terms and conditions set forth in this Agreement and the Contract for Consultant Services Agreement.

1.2 Contractor is an independent contractor of the FSF, and this Agreement shall not be construed to create any association, partnership, joint venture, employee, or agency relationship between Contractor and the FSF for any purpose. Contractor has no authority (and shall not hold itself out as having authority) to bind the FSF and Contractor shall not make any agreements or representations on the FSF's behalf without the FSF's prior written consent.

1.3 Contractor shall provide FSF services as detailed in the Contract for Consultant Services.

2. TERM.

2.1 The term of this Agreement shall be as indicated in the attached the Consultant Services Agreement. Any extension of the Term will be subject to mutual written agreement between the parties.

2.2 Termination. Either party, in its sole discretion, may terminate this Agreement, at any time without cause, by providing at least thirty (30) days' prior written notice to the other party.

2.3 A termination for cause may occur due to (i) Consultant's willful misconduct or gross negligence; or (ii) Consultant's conscious disregard of its obligations hereunder or of any other duties mutually agreed upon; (iii) cancelation of Event or (iv) intentional failure to timely produce required deliverables. In the event of termination for cause, the FSF shall pay you on a pro-rata basis any Fees then due and payable for any Services completed up to and including the date of such termination.

2.4 Upon expiration or termination of this Agreement, Contractor shall transfer, at no cost, to FSF all public records in possession of Contractor or keep and maintain public records required by FSF to perform the service. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records.

2.5 The terms and conditions of this Section shall survive the expiration or termination of this Agreement.

3. FEES AND EXPENSES.

3.1 Fees. As full compensation for the Services and the rights granted to the FSF in this Agreement, the FSF shall pay you \$4,700.00 (the "**Fees**").

3.2 You acknowledge that you will receive an IRS Form 1099-MISC from the FSF, and that the Foundation is not responsible for withholding and filing federal and state taxes on Consultant's behalf, including but not limited to payroll taxes, federal income tax withholdings, FICA, Medicare, Pension Plan and employment insurance premiums, and unemployment taxes. Consultant further acknowledges that it will not participate in or receive any benefits, i.e., health insurance, retirement benefits, 401(k) plan and worker's compensation benefits provided through Foundation.

3.3 Expenses. If applicable, FSF agrees to reimburse you for actual, documented, and reasonable travel expenses associated with the Services provided and subject to the limits contained within section 112.061, Florida Statutes.

4. LIABILITY. FSF shall not assume any liability for the acts, omissions to act, or negligence of Contractor, its agents, servants, or employees. In all instances, Contractor shall be responsible for any injury or property damage resulting from any activities conducted by Contractor.

5. INDEMNIFICATION. Contractor, shall fully indemnify, defend and hold harmless the FSF, Enterprise Florida, Inc. (EFI), and the Florida Department of Economic Opportunity (DEO) from and against suits, actions, damages and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners or subcontractors within the context of this Agreement, provided, however, that Contractor shall not indemnify for that portion of any loss of damages proximately caused by the negligent act or omission of the FSF. Without exception, Contractor will Indemnify and hold harmless the FSF, EFI, and its employees and agents from liability of any nature or kind,

including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by Contractor.

6. ASSIGNMENT. You shall not assign any rights, or delegate or subcontract any obligations, under this Agreement without the FSF's prior written consent. Any assignment in violation of the foregoing shall be deemed null and void. The FSF may freely assign its rights and obligations under this Agreement at any time. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the parties hereto and their respective successors and assigns.

7. MISCELLANEOUS, (as applicable).

7.1 Contractor represents and warrants that at no time has the Contractor been placed on the Discriminatory Vendor List, that the Contractor shall not violate such law, and that a breach of this representation during the term of this Agreement may result in the termination of this Agreement.

7.2 Contractor shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, race, sex, creed, color, handicap, national origin, or marital status.

7.3 Contractor shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

7.4 In accordance with Executive Order 11-116, signed by the Governor of Florida, as a contractor of FSF, Contractor must utilize the E-verify system to verify the employment eligibility of all new employees hired by Contractor during the term of this Agreement. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: http://www.dhs.gov/files/programs/gc_1185221678150.shtm.

7.5 Contractor shall not use any funds received pursuant to this Agreement for lobbying the Legislature, the judicial branch, or any State agency.

7.6 By executing this Agreement, the Contractor certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the FSF may immediately terminate this Agreement for cause if the Contractor is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the FSF determines that the Contractor has submitted a false certification, the FSF will provide written notice to the Contractor. Unless the Contractor demonstrates in writing, within 90 calendar days of receipt of the notice, that the FSF's determination of false certification was made in error, the FSF shall bring a civil action against the Contractor. If the FSF's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Contractor, and the Contractor will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of the FSF's determination of false certification by the FSF. (If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this paragraph, this paragraph shall be null and void).

7.7 Contractor agrees to abide by the audit and record keeping requirements of Article 20 and Attachment IV, contained within the agreement between the FSF and the Florida Department of Economic Opportunity effective July 1, 2019, and all future agreements that fall within the dates of this agreement.

7.8 Contractor acknowledges that it, along with FSF, as a subsidiary of EFI, must comply with all applicable Florida public records law as it relates to this Agreement. The FSF reserves the right to unilaterally and immediately cancel this Agreement for Contractor's refusal to comply with this provision.

7.9 In accordance with chapter 119 of the Florida Statutes, Contractor shall be responsible for responding to all public records requests for records made or received by Contractor in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), Florida Statutes. Contractor must promptly notify the FSF by e-mail of all requests for public records, as a public record is defined in section 119.011, Florida Statutes. Contractor shall, upon request from FSF's custodian of public records, provide FSF with a copy of the requested records.

7.10 This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived, only by a written document signed by each party to this Agreement or, in the case of waiver, by the party or parties waiving compliance.

7.11 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any choice or conflict of law provision or rule.

7.12 Consultant agrees to abide by all local, state and federal laws.

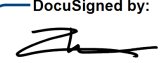
7.13 If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

7.14 This Agreement may be executed in multiple counterparts and by facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

7.15 This Agreement, together with the contract for Consultant Services and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. Each party represents to the other that it has the full right, power, and authority to enter into this Agreement and perform its obligations hereunder.

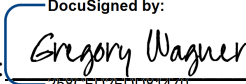
ACCEPTED AND AGREED TO BY:

FLORIDA SPORTS FOUNDATION, INC.

DocuSigned by:

By: _____
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Matt Guse, Vice President, Operations

Date: 11/12/2020

WAGNER PHOTOGRAPHY

DocuSigned by:

By: _____
258CFD2FDD81470...
Gregory wagner

Printed Name: _____

Date: 11/12/2020