

**FIRST AMENDMENT TO TERM CONTRACT
FOR MEDIA SERVICES FOR SEMINOLE COUNTY TOURISM
(RFP-5078-25/LTT)**

THIS FIRST AMENDMENT is made and entered into this ____ day of _____, 20____, by and between **EVOK ADVERTISING & DESIGN, INC.**, duly authorized to conduct business in the State of Florida, whose address is 152 N 4th St., Suite 1410, Lake Mary, FL 32746 in this Agreement referred to as “CONTRACTOR”, and SEMINOLE COUNTY, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as “COUNTY”.

W I T N E S S E T H:

WHEREAS, CONTRACTOR and COUNTY entered into the Term Contract for Media Services for Seminole County Tourism (RFP-5078-25/LTT) (“Agreement”) on October 29, 2025, for the provision of tourism media services for Seminole County; and

WHEREAS, since execution of the Agreement, and, in part due to recent successes of Seminole County high school sports, the COUNTY has realized an additional tourism media services demand for certain streaming and digital broadcast services, social media and digital content services, and retail and merchandising opportunities, which may serve to both promote Seminole County sports tourism and potentially generate revenue for the COUNTY; and

WHEREAS, CONTRACTOR and COUNTY desire to amend the Agreement to incorporate the attached Statement of Work to address CONTRACTOR developing, managing, and supporting County-approved commercialization opportunities associated with Seminole County sports facilities, events, digital platforms and programming to generate revenue and expand the reach of County assets; and

WHEREAS, CONTRACTOR and COUNTY desire to revise the Term of the Agreement to increase the length of potential extensions of the Agreement, to enable both parties to continue to enjoy the mutual benefits the Agreement provides; and

WHEREAS, Section 28 of the Agreement provides that any amendments will be effective only when contained in a written amendment executed with the same formality and of equal dignity with the Agreement.

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this Amendment, the parties agree to amend the Agreement as follows:

SECTION ONE. Section 1, Materials and/or Services, of the Agreement is deleted in its entirety and replaced with the following:

Section 1. Materials and/or Services. COUNTY hereby retains CONTRACTOR to provide materials and services as further described in Exhibits A and Exhibit I attached hereto and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR's submission in response to this solicitation. Required materials and services will be specifically enumerated, described, and depicted in the Purchase Orders authorizing purchase of specific materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

SECTION TWO. Section 2, Term, of the Agreement is deleted in its entirety and replaced with the following:

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed two (2) years each. This Agreement may also

be extended twice for up to one (1) year upon mutual agreement between the parties. Renewals and extensions are wholly contingent on the availability of funds and shall be subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

SECTION THREE. Section 5, Compensation, of the Agreement is deleted in its entirety and replaced with the following:

Section 5. Compensation.



(a) **Compensation for services provided in accordance with Exhibit A, Scope of Services.** COUNTY shall compensate CONTRACTOR for the materials and services provided for under this Agreement's Exhibit A, Scope of Services, on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders.

(b) **Compensation for services provided in accordance with Exhibit I, Commercialization Services SOW.** As compensation for services provided in accordance with Exhibit I, Commercialization Services SOW, the CONTRACTOR will retain ten percent (10%) of all commercialization revenue collected on behalf of and otherwise payable to the County through

opportunities managed or administered by the CONTRACTOR in accordance with Exhibit I. The remaining ninety percent (90%) of all commercialization revenue so collected shall be remitted to the COUNTY in accordance with Section 6, Billing and Payment.

SECTION FOUR. Section 6, Billing and Payment, of the Agreement is deleted in its entirety and replaced with the following:

Section 6. Payment and Billing. Payment and Billing for services shall be handled as detailed below for services provided in accordance with this Agreement.

(a) Services provided in accordance with Exhibit A, Scope of Services.

(1) CONTRACTOR shall supply all materials and services required by the Purchase Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(2) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order materials and services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(3) COUNTY shall make payments to CONTRACTOR when requested as materials and services are provided, but not more than once monthly. Each Purchase Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the materials and services provided, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

(4) Submittal instructions for invoices are as follows:

A. The original invoice must be emailed to:

AP@SeminoleClerk.org

- B. The original invoice may also be mailed or delivered to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080

- C. A copy of the invoice must be sent to:

Seminole County Economic Development and Tourism
1055 AAA Dr.
Heathrow, FL 32746

(5) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

(6) The COUNTY's performance and obligation to pay under this Agreement is wholly contingent upon the COUNTY's receipt of sufficient appropriations.

- (b) Services provided in accordance with Exhibit I, Commercialization Services SOW.

(1) By the 10th of each month, CONTRACTOR shall provide the COUNTY with a detailed written report that documents all commercialization revenue received during the previous month, CONTRACTOR compensation (10%) retained and the amount (90%) remitted to the COUNTY.

(2) CONTRACTOR shall include a check for the COUNTY made payable to "Seminole County Board of County Commissioners".

- (3) Submittal instructions for monthly reports and checks are as follows:

- A. The original report must be emailed to:

Director, Office of Economic Development and Tourism

- B. A copy of the report, along with the check, must be mailed or delivered to:

Seminole County
Director, Office of Economic Development and Tourism
1055 AAA Drive, Suite 149
Lake Mary, Florida 32746

SECTION FIVE. Exhibit I, Commercialization Services SOW, is attached hereto and fully incorporated in to the Agreement by this reference.

SECTION SIX. Except as modified by this First Amendment, all terms and conditions of the original Agreement remain in full force and effect for the term of the Agreement.

[The remainder of this page is left intentionally blank. Signature page follows.]



IN WITNESS WHEREOF, the parties have made and executed this First Amendment for the purposes stated above.

ATTEST:

EVOK ADVERTISING & DESIGN, INC.

Witness

Print Name

Witness

Print Name

By: _____

Larry Meador

Print Name

CEO

Title

Date

SEMINOLE COUNTY, FLORIDA

Witness

Print Name

Witness

Print Name

By: _____

Gladys Marrozos, Procurement Administrator



Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution by the Board of County
Commissioners at its _____, 20____,
regular meeting.

County Attorney

JBN

8/14/26

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Attachments:

Exhibit I – Commercialization Services SOW

FIRST AMENDMENT TO TERM CONTRACT
FOR MEDIA SERVICES FOR SEMINOLE COUNTY TOURISM
(RFP-5078-25/LTT)



Commercialization Services SOW

Objective

Develop, manage and support commercialization opportunities associated with Seminole County sports facilities, events, digital platforms and programming to generate revenue and expand the reach of County assets.

Commercialization Strategy and Administration

The agency will manage the planning, development and administration of County-approved commercialization opportunities. Services may include:

- Identifying and evaluating potential revenue opportunities.
- Developing commercialization strategies and recommendations.
- Coordinating with County staff, vendors, platforms, sponsors and other partners.
- Supporting pricing, revenue-sharing and operational recommendations.
- Administering approved programs, agreements and accounts.
- Tracking and reporting revenue and program performance.
- Managing the collection and remittance of funds when authorized by the County.

Streaming and Digital Broadcast Monetization

The agency will manage the administration and monetization of streaming and digital broadcast opportunities associated with County sports facilities, events and programming. Services may include:

- Coordinating with County-approved streaming and technology providers.
- Completing required agreements and nondisclosure agreements.
- Establishing and administering necessary platform accounts and partnerships.
- Managing opportunities to purchase access to individual games, tournaments and other programming.
- Developing and administering advertising, sponsorship, naming rights and other revenue opportunities available through broadcasts.
- Coordinating the placement of County-approved advertising and sponsor content.
- Managing applicable platform revenue and remitting the County's agreed-upon share.
- Providing reporting on viewership, purchases, advertising activity and revenue.

The purchase, installation, ownership and maintenance of streaming hardware are excluded unless separately authorized by the County.

Social Media and Digital Content Monetization

The agency will manage monetization opportunities associated with County-approved social media channels, video platforms and other digital properties. Services may include:

- Establishing and administering accounts required to receive platform-generated revenue.
- Supporting compliance with applicable platform monetization requirements.
- Managing approved advertising, sponsorship, branded content and platform-generated revenue opportunities.
- Coordinating the acquisition, licensing or distribution of documentaries, video series and other content through County-approved arrangements.
- Developing recommendations to grow channel reach, viewership, audience engagement and monetization eligibility.
- Tracking and reporting platform performance and revenue.

Retail and Merchandising

The agency will manage retail and merchandising opportunities associated with County sports facilities, tournaments, events and programming. Services may include:

- Identifying and developing branded merchandise and promotional product opportunities.
- Exploring vending machines, temporary retail activations, event-based sales, e-commerce and other distribution opportunities.
- Coordinating with County-approved vendors for product development, production, fulfillment and retail activation.
- Identifying sponsorship and co-branded merchandise opportunities.
- Administering applicable revenue-sharing and payment processes.

Agency Compensation and Revenue Distribution

As compensation for commercialization services, the agency will retain ten percent (10%) of all commercialization revenue collected on behalf of and otherwise payable to the County through opportunities managed or administered by the agency. The agency will provide reporting that documents commercialization revenue received, agency compensation retained and the amount remitted to the County.