

DOC # 0735766
01/14/2009 11:18 AM Deputy: SD
OFFICIAL RECORD
Requested By:
DC/INFORMATION SYS

Assessor's Parcel Number: N/A

Date: JANUARY 12, 2009

Recording Requested By:

Name: JEFF C. INFORMATION SYSTEMS

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 9 Fee: 0.00
BK-0109 PG- 2090 RPT: 0.00



CONTRACT #2009.006
(Title of Document)

FILED

2009.006

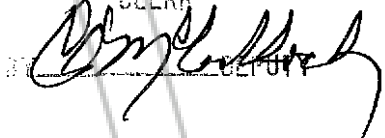
CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

2009 JAN 12 PM 4:11

A CONTRACT FOR PROFESSIONAL SERVICES BETWEEN

DOUGLAS COUNTY
AND
MATRIX AUDIOVISUAL DESIGNS, INC.

TED THUAN
CLERK



WHEREAS, the Douglas County is a political subdivision of the State of Nevada;
and

WHEREAS, it is deemed that the services of Contractor herein specified are both
necessary and desirable and in the best interests of Douglas County; and

WHEREAS, Contractor represents that he is qualified and experienced to provide
design build consulting services for the future integration of audio/visual equipment into
the Commissioner's Meeting Room and is equipped, staffed, ready, willing and able to
perform and render the services hereinafter described;

NOW, THEREFORE, in consideration of the agreements herein made, the parties
mutually agree as follows:

1. EFFECTIVE DATE OF CONTRACT. This contract shall become effective
upon execution by both parties to the agreement, and shall expire within 120 days of the
date of execution by Douglas County, unless there is a mutual agreement in writing,
signed by both parties, to continue the contract.

2. INDEPENDENT CONTRACTOR STATUS. The parties agree that Contractor
shall have the status of an independent contractor and that this contract, by explicit
agreement of the parties, incorporates and applies the provisions of NRS 284.713, as
necessarily adapted, to the parties, including that Contractor is not a Douglas County
employee and that

There shall be no:

- (1) Withholding of income taxes by the County;
- (2) Industrial insurance coverage provided by the County;
- (3) Participation in group insurance plans which may be available to employees
of the County;
- (4) Participation or contributions by either the independent contractor or the
County to the public employees' retirement system;
- (5) Accumulation of vacation leave or sick leave;
- (6) Unemployment compensation coverage provided by the County if the
requirements of NRS 612.085 for independent contractors are met;
- (7) Office space, equipment or staffing provided.



3. INDUSTRIAL INSURANCE. Contractor further agrees, as a precondition to the performance of any work under this contract and as a precondition to any obligation of the Douglas County to make any payment under this contract, to provide Douglas County with a work certificate issued by a qualified insurer in accordance with NRS § 616B.627. Contractor agrees, prior to commencing any work under the contract, to complete and to provide the following written request to the qualified insurer:

Matrix Audiovisual Designs, Inc. has entered into a contract with the Douglas County to perform design work for audio visual incorporation in the County Meeting Room to begin no later than January 15, 2008. and requests that an industrial insurance provider qualified and licensed to offer such insurance within Nevada, provide to Douglas County 1) a certificate of coverage issued pursuant to NRS § 616B.627 and 2) notice of any lapse in coverage or nonpayment of coverage that the contractor is required to maintain. The certificate and notice should be mailed to:

Douglas County Manager
Post Office Box 218
Minden, Nevada 89423

Contractor agrees to maintain required workers compensation coverage throughout the entire term of the contract. If contractor does not maintain coverage throughout the entire term of the contract, contractor agrees that County may, at any time the coverage is not maintained by contractor, order the contractor to stop work, suspend the contract, or terminate the contract.

Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that he is a sole proprietor and that:

1. In accordance with the provisions of NRS 616B.659, has not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS; and
2. is otherwise in compliance with those terms, conditions and provisions.

4. SERVICES TO BE PERFORMED. Contractor will provide professional design build consulting services for the future integration of audio/visual equipment into the Commissioner's Meeting Room for Douglas County as more thoroughly outlined in the Matrix Audiovisual Designs Proposal pages 1-3 attached and incorporated herein. Any obligations listed in the Attachment are incorporated hereto.

5. PAYMENT FOR SERVICES.

(A.) Contractor agrees to provide the services set forth in #4 above for the sum total of \$8000. This amount shall be paid as follows: \$4000 upon completion of the first design with documentation, with the remaining balance to be paid upon completion of the final design and acceptance by Douglas County.



6. TERMINATION OF CONTRACT. This contract may be revoked without cause by either party prior to the date set forth in paragraph (2), provided that a revocation shall not be effective until 30 days after a party has served written notice upon the other party. The Contractor shall submit invoices for work performed to the date notice was given. Contractor will not be paid for any work not performed, and must reimburse the County if payment has been made and the work has not been completed. Any work performed upon behalf of Douglas County under the terms of this Contract shall remain as the sole property of the Douglas County. In the event this Contract is terminated by either party, Matrix Audiovisual will deliver all data submitted and or utilized in the design project to Douglas

7. CONSTRUCTION OF CONTRACT. This contract shall be construed and interpreted according to the laws of the State of Nevada, and any matter involving this contract shall be tried in the Ninth Judicial District Court.

8. APPLICABLE LAWS. Contractor shall fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements and all immigration and naturalization laws.

9. ASSIGNMENT. Contractor may assign, or delegate any rights, obligations or duties under this contract without the prior written consent of Douglas County. However, such assignment will not result in any new contractual duties or obligations on behalf of Douglas County.

11. COUNTY INSPECTION. The books, records, documents and accounting procedures and practices of Contractor related to this contract shall be subject to inspection, examination and audit by the County, including, but not limited to, the County Manager, the District Attorney, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

12. PUBLIC RECORDS LAW. Contractor expressly agrees that all documents ever submitted, filed, or deposited with Douglas County by Contractor (including those remitted to Douglas County by Contractor pursuant to ¶ 4, 5 10 and 11), unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public records pursuant to NRS Ch. 239 and shall be available for inspection and copying by any person, as defined in NRS § 0.039, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against Douglas County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation. Douglas County DA County will retain all rights title, interest and copyrights to the materials used in the design of this project.

13. INDEMNIFICATION. Contractor agrees to indemnify and save and hold the Douglas County, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this contract by Contractor or Contractor's agents or employees.

14. MODIFICATION OF CONTRACT. This contract constitutes the entire contract between the parties and may only be modified by a written amendment signed by the parties.


15. CONFLICT. In the event that the provisions of this Contract are in conflict with the provisions in the Attachment, the Contract provisions will be followed.

16. NOTICES. All notices or bills required under this Contract shall be delivered to the following addresses:


Matrix Audiovisual Designs, Inc.
2525 W. Burbank Blvd.
Burbank, CA, 91505


Douglas County Manager
P.O. Box 218
Minden, NV 89423

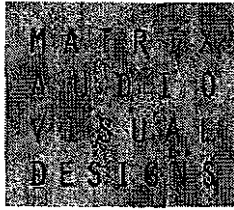
IN WITNESS WHEREOF, the parties hereto have caused this contract for design for integration of audio/visual to be signed and intend to be legally bound thereby.

 President 12/23/08
Matrix Audiovisual Designs, Inc. Title Date

 01/12/09
Chairman Date
Douglas County Board of Commissioners

ATTEST:

Ted Thran, Clerk

BY: 
CLERK TO THE BOARD



***Audiovisual Design
Consulting/Services***

Douglas County
Design for Integration of Audio Visual Equipment-Rev 1

Prepared By:

Ronnie M. Martinez

Matrix Audiovisual Designs, Inc.

2525 W. Burbank Blvd.

Burbank, CA 91505

License #: 765990

Submitted To:

Douglas County

Proposal Date: December 22, 2008

Expiration Date: January 22, 2009

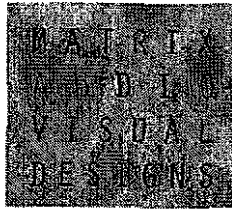
Revision: 1



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BK- 0109
PG- 2095
01/14/2009



SCOPE OF WORK

Based on preliminary conversations, it is understood that Douglas County wishes to engage Matrix Audio Visual Designs, Inc. to perform design/consulting services for the future integration of audio/visual equipment into the council chambers located in Douglas County, Nevada. Matrix Audiovisual Designs, Inc. will focus on the integration of cameras into the council chambers and evaluate the existing audio system for implementation with a web-streaming/content-management company to be determined at a later time. The consulting services will be done with a minimum of 3 on-site meetings and multiple phone conference calls to discuss the integration direction and confirm the proper equipment needed, creating a final package to be presented to the administrative staff of Douglas County.

Preliminary Design

- **Project Establishment and Analysis** – Matrix Audiovisual Designs, Inc. will conduct a structured interview with designated personnel or end users to detail the Audio Visual Scope of Work. The first meetings will assist in defining the use and locations of the equipment requested per the interview. Any number of defined staff may be in attendance for additional support and direction. The meeting's purpose will be to determine a direction for the entire project.
- **Project Defined Review** – A preliminary facility layout will be prepared after the structured interview to further detail the project's direction. A beginning budget per the initial analysis will be established.
- **Equipment List** – A detailed equipment list will be derived from the Scope of Work that is to be written from the initial project interviews. This anticipated equipment list will be evaluated and documented to help obtain budgetary outlook for the project.
- **Budgetary Estimates** – Equipment's budgetary data and associated engineering and installation labor cost will accompany the Equipment List.
- **Matrix Engineering Support**
 - **Electrical** – Matrix AV will generate electrical requirements unique to the project. If requested, a CAD drawing will be provided at the end of the design process. This drawing will include all conduit, junction boxes, AC outlets, speaker enclosures, remote control interface devices, etc., required to be provided and/or installed by the general or electrical contractor in support of the audiovisual and video systems.
 - **Heat Loads** – Heating and ventilation requirements for the design of this project will be provided by Matrix AV.
 - **Structural** – Dimensional and weight specifications for the audiovisual equipment to be integrated will be provided by Matrix AV.
 - **Project Briefings** – Matrix AV will provide briefings as required to keep all parties informed of the program status. Included will be items with important design considerations, Client's requirements and concerns, proposed solutions, scheduling issues, and identified deficiencies when applicable.

Detailed Design

Upon completion and client approval of the preliminary design submittals, detailed design will proceed as the following:



- Final layout drawings will be prepared for inclusion into the final design package.
- Electrical and control requirements will be reviewed and design drawings will be provided if requested.
- The Equipment list along with documentation of each piece of equipment will be provided.
- A final budgetary estimate including labor, taxes, shipping and general administrative costs, which will reflect the system defined as approved, will also be provided.

Upon completion and approval of Phase I, the Design contract is officially closed. Payment of the closed contract is arranged along with the receipt of the documentation from the Detailed Design portion from Phase I to the necessary parties.

PRICING The above services defined in Phase I of this project will be supplied on a project specific basis. No work will typically be performed without receipt of a hard copy purchase order or other appropriate document authorizing the performance of services. Any changes in the Designed Project after approvals and payments will be considered as a CHANGE ORDER and will constitute associated costs at a normal published rate of time plus materials.

COST BREAKDOWN

| | |
|---|-------------------|
| Design to Build Contract | \$8,000.00 |
| Upon completion of 1 st Design w/documentation | \$4,000.00 |
| Upon completion of Final Design | \$4,000.00 |

Matrix Audiovisual Designs, Inc. would like the opportunity to participate in the initial bid process if a bid is required by Douglas County. Matrix Audiovisual Designs, Inc. will provide a proposal for the purchase of the detailed equipment listed in the Detailed Design. This proposal will contain the operational usage of all equipment, the programming of the control system integrating with all detailed equipment, and shipment of all detailed equipment where it will be assembled and ultimately installed at the prescribed location if needed.

Project Management Services and Crestron Programming Services can be provided by Matrix Audiovisual Designs, Inc. to ensure the integrity and proper installation of the system designed. Fees to be determined at a later time.



COPY

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: Jan 13 2009
T. R. RAY, Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By Paul Mullock Deputy