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KAREN ELLISON, RECORDER

**Recorder's Office Cover Sheet**

**Recording Requested By:**

**Name:** Marcia Johnson

**Department:** County Manager

**Type of Document: (please select one)**

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other

**specify:** \_\_\_\_\_

NO. 2022.075

4/27/2022  
DATE

**CONTRACT FOR PROFESSIONAL SERVICES**

DOUGLAS COUNTY CLERK  
MINDEN, NV

A CONTRACT BETWEEN

BY ed DEPUTY

DOUGLAS COUNTY, NEVADA

AND

SOSUTV CORPORATION

THIS CONTRACT FOR PROFESSIONAL SERVICES (THE "CONTRACT") IS ENTERED INTO BY AND BETWEEN DOUGLAS COUNTY, NEVADA, A POLITICAL SUBDIVISION OF THE STATE OF NEVADA ("COUNTY"), AND SOSUTV CORPORATION, A NEVADA CORPORATION ("CONTRACTOR"). THE COUNTY AND CONTRACTOR ARE AT TIMES COLLECTIVELY REFERRED TO HEREINAFTER AS THE "PARTIES" OR INDIVIDUALLY AS THE "PARTY."

WHEREAS, the County, from time to time, requires the services of independent contractors;

WHEREAS, the County believes that the services of Contractor are necessary, desirable, and in the best interests of Douglas County; and

WHEREAS, Contractor represents that Contractor is duly qualified, equipped, competent, ready, willing and able to perform the services required by County as hereinafter described.

WHEREAS, Contractor represents that Contractor possess all required licenses and permits to perform the services required by County;

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

**1. TERM AND EFFECTIVE DATE OF CONTRACT.** Upon execution by all parties, this Contract shall be effective on the date it is approved and signed by representatives of both Parties (the "Effective Date"), and will terminate on December 31, 2025, unless the Contract is terminated earlier in accordance with Paragraph 8. Time is of the essence in this Contract.

**2. SERVICES TO BE PERFORMED.** The Parties agree that the Contractor will perform services related to professional broadcast services. The services are more particularly described and shall be completed in accordance with the requirements set forth in Exhibit "A."

**3. PAYMENT FOR SERVICES.** Contractor agrees to provide the services set forth in Paragraph 2 on a time and materials basis as set forth in Exhibit "A." Unless the County provides advanced approval in writing, the annual cost to complete the services under the Contract shall not exceed a total of Sixty-Three Thousand and Seven Hundred and

**Fifty Dollars (\$63,750) in year one, Sixty-Five Thousand and Six Hundred and Sixty-Two Dollars (\$65,662) for year two, and Sixty-Seven Thousand and Six Hundred and Thirty-Two Dollars (\$67,632) for year three (the "Contract Price").**

Unless Contractor has received a written exemption from the County, Contractor shall submit monthly requests for payment for services performed under this Contract. Requests for payment shall be submitted no later than fifteen (15) days after the end of a month and must include a detailed summary of the expenditures reported in a form that supports the approved budget. Specifically, Contractor agrees to provide with each request for payment a schedule of actual expenditures for the period, cumulative total expenditures for the entire contract, and a comparison of cumulative total expenditures to the maximum expected fee for the services and tasks set forth in Paragraph 2.

Contractor shall be responsible for all costs and expenses incurred while performing any services under this Contract including, without limitation, licenses fees, memberships and dues; automobile and other travel expenses; and all salary, expenses and other compensation paid to Contractor's employees or contract personnel Contractor hires to perform the services described by this Contractor.

**4. INDEPENDENT CONTRACTOR STATUS.** The Parties agree that Contractor, its associates and employees shall have the status of an independent contractors and that this contract, by explicit agreement of the parties, incorporates and applies the provisions of NRS 333.700, 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.

Contractor and County agree to the following rights and obligations consistent with an independent contractor relationship between the Parties:

- a. Contractor has the right to perform services for others during the term of this Agreement.
- b. Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
- c. Contractor shall not be assigned a work location on County premises.
- d. Contractor, at Contractor's sole expense, will furnish all equipment and materials used to provide the services required by this Agreement.
- e. Contractor, at Contractor's sole expense, has the right to hire assistants as subcontractors, or to use Contractor's employees to provide the services

required by this Agreement.

- f. Contractor or Contractor's employees or contract personnel shall perform the services required by this Agreement, and Contractor agrees to the faithful performance and delivery of described services in accordance with the time frames contained herein; County shall not hire, supervise or pay any assistants to help Contractor.
- g. Neither Contractor nor contractor's employees or contract personnel shall receive any training from County in the skills necessary to perform the services required by this Agreement.
- h. County shall not require Contractor or Contractor's employees or contract personnel to devote full time to performing the services required by this Agreement.
- i. Contractor understands that Contractor is solely responsible to pay any federal and state taxes and/or any social security or related payments applicable to money received for services provided under the terms of this contract. Contractor understands that an IRS Form 1099 will be filed by County for all payments County makes to Contractor.

**5. INDUSTRIAL INSURANCE.** Contractor shall, as a precondition to the performance of any work under this Contract and as a precondition to any obligation of the County to make any payment under this Contract, provide the County with a work certificate and/or a certificate issued by a qualified insurer in accordance with NRS 616B.627. Contractor also shall, prior to commencing any work under the contract, complete and provide the following written request to a qualified insurer:

*SoSuTV Corporation has entered into a contract with Douglas County to perform work related to videography through December 31, 2025, and requests that the insurer 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. For each six-month period this Contract is in effect, Contractor agrees, prior to the expiration of the six-month period, to provide another written request to a qualified insurer for the provision of a certificate and notice of lapse in or nonpayment of coverage. If Contractor does not make the request or does not provide the certificate before the expiration of the six-month period, Contractor agrees that County may order the Contractor to stop work, suspend the Contract, or terminate the Contract.

**6. LICENSING.** Contractor agrees to maintain any required licenses to perform any services for County. The failure to maintain any required license will result in immediate termination of this Contract.

**7. GENERAL LIABILITY INSURANCE.** Douglas County's liability coverage will not extend to the Contractor and Contractor is required to acquire and maintain general liability insurance in the minimum amount of \$1,000,000 during the term of this Contract at Contractor's sole expense. Proof of insurance must be sent to the Douglas County Manager. Such proof of insurance must be provided at least annually throughout the term of this Contract and Douglas County must be notified at least 30 days in advance of any cancellation or nonrenewal of such insurance.

**8. TERMINATION OF CONTRACT.** This Contract may be revoked without cause by either Party prior to the date set forth in Paragraph 1, 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 billings for work performed up to the effective date of termination.

**9. CONSTRUCTION OF CONTRACT.** This Contract shall be construed and interpreted according to the laws of the State of Nevada. Any dispute regarding this Contract shall be resolved by binding arbitration, with an arbiter jointly selected from a list maintained by the Nevada Supreme Court of senior/retired judges, with both parties to pay their own attorney fees. There shall be no presumption for or against the drafter in interpreting or enforcing this Contract.

**10. COMPLIANCE WITH 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.

**11. ASSIGNMENT.** Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this contract without the prior written consent of the County.

**12. 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.

**13. DISPOSITION OF CONTRACT MATERIALS.** Any books, reports, studies, photographs, negatives or other documents, data, or other materials prepared by or supplied to Contractor in the performance of its obligations under this Contract shall be the exclusive property of the County and all such materials shall be remitted and delivered, at Contractor's expense, by Contractor to the County upon completion of the project, or termination or cancellation of this Contract.

**14. PUBLIC RECORDS LAW.** Contractor expressly agrees that all documents submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statute of the State of Nevada or a court of competent jurisdiction, shall be treated as public records pursuant to NRS Chapter 239 and shall be available for inspection and copying by any person, as defined in NRS 0.039, or any governmental entity.

**15. INDEMNIFICATION.** Contractor agrees to indemnify and save and hold the 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.

**16. MODIFICATION OF CONTRACT.** This Contract constitutes the entire agreement between the Parties and may only be modified by a written amendment signed by the Parties.

**17. AUTHORITY.** The Parties represent and warrant that they have the authority to enter into this Contract. Each signatory individually warrants that he or she is authorized to sign on behalf of the party for whom he or she is signing.

**18. INCORPORATED DOCUMENTS.** The Parties agree that this Contract references or incorporates no other documents or exhibits.

**19. SEVERABILITY.** The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of the Agreement unenforceable.

**20. NO APPROPRIATION OF FUNDS.** All payments and services provided under this agreement are contingent upon the availability of the necessary public funding. In the event that Douglas County does not receive the funding necessary to perform in accordance with the terms of this Agreement, this Agreement shall automatically terminate and all fees due and owing shall be paid.

**21. NOTICES.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given three business days after mailing by United States, postage prepaid, first class mail addressed to the other party at the addresses set forth below:

**To County:** Douglas County  
Attn: County Manager's Office  
Post Office Box 218  
Minden, Nevada 89423

**To Contractor:** SoSuTV Corporation  
Attn: Dana Hatjakes  
3938 S. McCarran Blvd. #427  
Reno, NV 89502

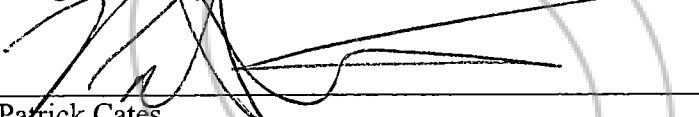
**22. CONFLICT OF INTEREST.** By signing the Contract, Contractor agrees that any information obtained from Douglas County, in whatever form, will not be divulged to other competing interests without the permission of the County Manager. In the event of a breach of this provision, Douglas County may immediately withdraw, without penalty or any payment, from the Contract. Contractor must notify Douglas County of any other contracts or projects Contractor is working on that may impact Douglas County.

**IN WITNESS WHEREOF,** the parties hereto have caused this contract for professional services to be signed and intend to be legally bound thereby.

**SoSuTV Corporation**

By:  04-05-2021  
Dana Hatjakes  
President (Date)

**Douglas County**

By:  4/18/22  
Patrick Cates  
County Manager (Date)



## Professional Broadcast Services ('22-'25)

### Douglas County

December 01, 2021 | *Prepared by:* Casey Kasten

*Prepared for:* Natalie Wood



# SoSu.TV Overview

SoSu.TV is the premiere government video production company whose core focus is to effectively broadcast and stream public meetings. It is our goal to increase citizen engagement through consistent and reliable broadcasting and livestreaming.

We have a professionally trained staff of videographers and engineers with combined experience of over 50 years. SoSu.TV has proven experience in both the creative and technical aspects of live public meeting production and streaming. We also have experience with numerous agenda and audio visual systems. With the growing need for web conferencing, we have specialized in hybrid meeting solutions for government organizations.

## Broadcast Meetings - Producing Transparency

Our primary goal is to increase transparency, engagement, and production quality by providing timely information about Douglas County through the County's cable television station, the Douglas County website and social media. To this end, we will produce visually and emotionally compelling content to connect and engage citizens. We will help Douglas County to be innovators in this proven field of video broadcast and distribution. We fully understand the 24/7 programming needs of the County and PEG requirements, having worked with a wide range of government agencies across the region on their broadcast, content development, programming, maintenance, branding, and graphic design.

## Fee Summary

**Meeting Broadcast / Livestream Services** *(per year)* \$39,500

SoSu.TV's core meeting broadcast & streaming services include personnel to operate control room equipment to produce the audio/video portion of a public meeting.

- SoSu.TV Proposed Responsibilities
  - SoSu.TV to provide approximately 33 hours of control room production monthly (unused hours to be accumulated for work over the year up to a total of 395 hours annually of control room broadcast production including breaks for lunch and dinner) billed at the rate of \$100 an hour, and to provide production services to convert meetings for upload to a website archive.
  - SoSu.TV to provide live coverage of Regularly Scheduled Douglas County Board of County Commissioner Meetings and any "other meetings" as directed by the County Manager's Office. The regular meetings are held twice

monthly unless otherwise specified in the schedule.

- Provide live coverage of Douglas County Planning Commission Meetings once to twice a month, if production hours are available.
- SoSu.TV will provide live broadcast of meetings at remote location with capability to stream live to YouTube. (Additional set up time is tallied out above hours for remote meetings.)
- Send final Audio and Video files to appropriate parties after meeting conclusion
- SoSu.TV will arrive in advance of a meeting to properly input graphics for the meeting into the character generator.
- SoSu.TV will stream the meetings to Granicus encoder as well as YouTube.
- SoSu.TV will assist with routine updates of television broadcast equipment, provide troubleshooting and repair options, and recommend resolutions to problems encountered in the broadcast and archiving of live meetings.
- SoSu.TV will work with the Douglas County Manger's Office to plan and schedule all meetings covered by this contract, giving at least two weeks' notice if they are unable to provide coverage for any particular meeting. It will be the Providers responsibility to sub-contract and/or assign resources to operate the control room for a meeting broadcast production if the provider has an emergency or other scheduling conflict.
- SoSu.TV will work with County Manager to develop and maintain special programming/events.
- SoSu.TV will display a professional attitude and business attire appropriate for a public meeting.
- SoSu.TV will keep the control room neat and report any malfunctions in equipment immediately to the Manager's office.
- SoSu.TV will comply with all applicable ordinances, laws, rules, and regulations of the city, county, state, and federal government.
- Douglas County Responsibilities
  - Provide control room for the live broadcasts and capture of the meetings for replay using a five camera system with a channel management server and web streaming equipment.
  - Provide equipment that is functioning.
  - Provide immediate notice of any changes in schedules.
  - Provide assistance in uploading archival meetings to the County's website or YouTube account. Provide any other information needed to perform the control room duties
  - In order to maintain a standard of excellence, client agrees to provide a professional and courteous work environment.

**Meeting Support, Granicus Operation & Maintenance** (*per year*) \$11,750

SoSu.TV support services will be expanded to include meeting time stamping and technical troubleshooting related to broadcasts/livestreaming among the multiple departments who are stakeholders in BOCC meetings.

SoSu.TV will provide:

- Administrative time for scheduling / attending meetings and brainstorming resolutions
- Time stamping for meetings on Granicus platform after meeting conclusion
- Sending YouTube links in advance of meeting
- Working to help schedule Granicus recordings
- SoSu.TV will work closely with Clerks Office, Manager's Office and IT department to troubleshoot and resolve meeting technical issues.
- 125 Total Hours or 10.5 hours per month. Additional time will be billed out at the rate of \$100 an hour with pre-approval of the Manager's Office

**Yearly Total** **\$51,250**

**Grand Total** **\$51,250**

## Optional Items

Note: Optional items are not included in proposal fees

**Room (Chambers) & Zoom Support** (*per year*) \$12,500

SoSu.TV will provide an additional staff member to field requests for A/V technical support in Douglas County chambers. This additional staff member will also help with Zoom meeting hosting, speaker pinning, etc. (As part of normal meeting broadcast, SoSu.TV will not troubleshoot A/V errors in chambers unless this option is selected.)

## Next Steps

To take advantage of this proposal and proceed with the project as outlined, Douglas County's next steps must be to:

- Accept the proposal as-is

- Discuss desired changes with SoSu.TV
- Finalize and sign the contract
- Net 30 billing

Once completed, SoSu.TV will contact Douglas County to schedule a project launch meeting to make introductions, develop a project timeline and gather information before beginning the work.

We are happy to make changes to project scope on Douglas County's request at any time, but may be subject to additional billing.

## 5 Reasons Why Governments Choose SoSu.TV

- SoSu.TV has developed award winning meeting broadcast strategies, delivering them on air and online
- SoSu.TV has a proven track record in assessing infrastructure and developing live broadcast solutions for both small and large agencies
- SoSu.TV has successfully broadcast thousands of hours of live government meetings while integrating streaming, cable output and agenda management
- SoSu.TV has successfully built and upgraded channel management platforms in order to unify and innovate government communications
- SoSu.TV has built a reputation for integrating live broadcast with content development to help governments increase citizen engagement

## Employment of SoSu.TV

Douglas County agrees to engage SoSu.TV and SoSu.TV agrees to perform the services as described in the Douglas County's Broadcast Professional Services Agreement per the scope of work and budget.

## Time and Performance

The services to be performed here under SoSu.TV shall be performed during the period commencing January 1, 2022 through January 1, 2025 with Douglas County retaining the option to renew this agreement for two additional, one year periods.

SoSu.TV will bill an additional 3% per year in cost of living increases.

## Method of Payment

SoSu.TV shall bill Douglas County a monthly retainer for all television broadcasting services provided under this agreement.

Year one total cost: \$51,250

Year one monthly fee: \$4,271

Year two total cost: \$52,788

Year two monthly fee: \$4,399

Year three total cost: \$54,372

Year three monthly fee: \$4,531

Douglas County shall pay monthly invoices within 30 days of receipt.

## Compensation

Douglas County agrees to pay SoSu.TV pursuant to SoSu.TV proposal for television broadcast services. The scope of work and budget not to exceed aforementioned amount without the prior approval of the Douglas County Manager.

## Services and Materials to be provided by the Douglas County

Douglas County shall furnish SoSu.TV will the necessary information, data, and equipment to pertinent to the execution of the this agreement. Douglas County shall cooperate with SoSu.TV in carrying out the work herein and shall provide adequate staff for liaison with SoSu.TV.

## Terms and Conditions

SoSu.TV assumes Douglas County has permission from the rightful owner to use any content, audio, video, code, scripts, data, and reports provided by Douglas County for inclusion in its materials, and will hold harmless, protect, and defend SoSu.TV from any claim or suit arising from the use of such work.

SoSu.TV retains the right to display graphics and other web content elements as examples of their work in their portfolio and as content features in other projects.

This agreement becomes effective only when signed by agents of Douglas County and SoSu.TV. Regardless of the place of signing of this agreement, Douglas County agrees that for purposes of venue, this contract was entered into in NEVADA and any dispute will be litigated or arbitrated in NEVADA.

The agreement contained in this contract constitutes the sole agreement between Douglas County and the SoSu.TV regarding all items included in this agreement.

COPY

Douglas County                      State of Nevada

**CERTIFIED COPY**

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

27<sup>th</sup> day of APRIL, 20 22

By Emmy I. Dintzow Deputy