

**BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA**

**RESOLUTION APPROVING AND AUTHORIZING CHAIRMAN TO SIGN SYSTEMS
ENGINEERING AGREEMENT FOR AUDIO/VISUAL SERVICES**

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 1997), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 1997), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, Sarpy County requires the services of a consultant to assist in the cost estimating of audio/visual systems for the proposed Sheriff's Administration building; and,

WHEREAS, Audiovisual, Inc. (AVI) is qualified and experienced in designing and engineering audio/visual systems; and,

NOW, THEREFORE, BE IT RESOLVED, By the Sarpy County Board of Commissioners, that the attached Systems Engineering Agreement is hereby approved and the Chairman of such Board is authorized to sign the same.

DATED this 14th day of April, 2009.

MOVED by Rusty Hike, seconded

by Rich Jansen, that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

none

none

ABSTAIN:

none

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]



Attest:

SEAL

[Signature]
County Clerk

Approved as to form:

[Signature]
Deputy County Attorney



5055 South 111th Street
 Omaha, NE 68137
 Phone: (402) 593-6500
 Fax: (402) 593-8500

Systems Engineering Agreement (SEA)

Quote Number 02-024-000446

Customer / Bill To:	Project / Location:	Office Information:
Sarpy County	Sarpy County	
1210 Golden Gate Drive	LEC	Job #
Suite 1129	84 th & Platteview Road	Sales Rep: Guy Sauer
Papillion, NE 68046	Papillion, NE 68046	Engineering Mgn: Lane Bakke
Customer # 77111	Attn: Brian Hanson	Terms Accepted By:
Date: 4/10/2009	Phone: 402-593-2349	Project Accepted By:
Customer PO:	Fax:	Est. Start Date:
		Est. Completion Date:

Notes: SEA - LEC

1.0 Specific Project Scope – Sarpy County is building a new Law Enforcement Center (LEC). Sarpy County would like equipment and installation estimates to implement AV technology in the public meeting room, sheriff's conference room and seven interview rooms in the LEC. AVI Systems will provide equipment and installation estimates for listed rooms and present information to Sarpy County.

Based on evaluation of equipment and installation estimates Sarpy County will determine direction and capabilities needed for each space. Based on these decisions AVI Systems will then present Sarpy County with an engineering price to develop Design Bid documentation.

2.0 Statement of Services To Be Provided – The services to be provided by AVI Systems, Inc under this Agreement are per the Attachment "A" – Statement of Services.

3.0 Project Fees – AVI Systems, Inc will provide the technical services under this Agreement on a Time and Materials basis. Based on the stated "Specific Project Scope" and "Statement of Services To Be Provided" the following estimate of engineering time is provided to complete the engineering processes.

Est. Hrs.	Description	Hourly Rate	Total
25	Engineering / CAD	\$134.20	\$3,355.00

TOTAL= \$3,355.00

4.0 Taxes – AVI Systems, Inc will add any applicable taxes to the amount of each invoice.

5.0 Invoicing for Engineering Services – Progress invoices will be submitted for the portion of the technical services and reimbursable expenses expended on the project on a monthly basis.

Each progress billing will be due net 15 days from invoice. A finance charge computed at the rate of 1.5% per month will be charged on any balance not received within 30 days.

6.0 Remit To Address – All payments should be mailed to:

AVI Systems, Inc
 NW 8393 PO BOX 1450
 Minneapolis, MN 55485-8393

7.0 Key Project Personnel

Sales Engineer: Guy Sauer
Design / Managing Engineer: Lane Bakke

8.0 Changes In The Scope of Work – Costs resulting from changes in the scope of this project, additional requirements or restrictions placed on AVI Systems, Inc by the Customer or its representatives will be added to or subtracted from the contract depending upon the changes being made. When AVI Systems, Inc becomes aware of the nature and impact of the change, a Contract Change Order will be submitted for review and approval before work continues.

9.0 Insurance – Commercial general liability insurance, including contractual liability, at limits of not less than \$1,000,000 per occurrence, automobile liability insurance, at limits of not less than \$1,000,000 per occurrence, errors and omissions insurance at limits of \$1,000,000, and worker's compensation and employer's liability insurance covering all employees engaged in the performance of this order for claims arising under any applicable worker's compensation and occupational disease acts.

10.0 Compliance With Law – AVI Systems, Inc agrees and warrants that AVI Systems, Inc shall comply with all requirements of applicable laws, regulations and standards including but not limited to the provisions of (a) Executive Order 11246, as amended, of the President of the United States and the Rules and Regulations pursuant thereto pertaining to Equal Employment Opportunity; (b) the Fair Labor Standards Act of 1938 of the United States, as amended, with respect to Wages and Hours; (c) the Occupational Safety and Health Act of 1970 (OSHA), as amended; (d) the Immigration Reform and Control Act of 1986 (IRCA).

11.0 Ownership and Use of Documents and Electronic Data – Drawings, specifications, other documents, and electronic data furnished by AVI Systems, Inc for the associated project under this Agreement are instruments of the services provided. AVI Systems, Inc and Sarpy County shall retain all common law, statutory and other reserved rights, including any copyright in these instruments. These instruments of service are furnished for use solely with respect to the associated project under this Agreement. The Customer shall be permitted to retain copies of any drawings, specifications, other documents, and electronic data furnished by AVI Systems, Inc for information and reference in connection with the associated project.

12.0 NA.

13.0 General Business Terms – This Agreement is not assignable without the prior written consent of AVI Systems, Inc. Any attempt to assign any of the rights, duties, or obligations of this Agreement without such consent is void. This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and of AVI Systems, Inc, and variance from the terms and conditions of the Agreement in any order or other written notification from the Customer will be of no effect. The term "this Agreement" as used herein includes any applicable installment payment agreement, supplement or future written amendment made in accordance herewith. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Unless otherwise agreed to in writing by Customer and AVI Systems, Inc, if any printed term or condition contained in any purchase order or other form used by Customer to order products or services pursuant to this Agreement, or in any acknowledgment or other form used by Customer is inconsistent with any term or condition contained herein, the provisions hereof shall apply and take precedence. AVI Systems, Inc is not responsible for failure to fulfill its obligations under this Agreement due to causes beyond its control or, except as agreed herein, to provide any services hereunder for Equipment located outside the United States or Puerto Rico. The laws of the State of Nebraska will govern this Agreement.

13.1 Remedies – Upon default as provided herein, AVI Systems, Inc shall have all the rights and remedies of a secured party under the Uniform Commercial Code and under any other applicable laws. Any requirements of reasonable notice by either party to the other guarantors or sureties of Customer shall be met if such notice is mailed, postage prepaid, to the address of the parties shown on the first page of this Agreement (or to such other mailing address as either party in writing later furnishes to the other) at least ten calendar days before the time of the event or contemplated action set forth in said notice. Customer agrees to pay all expenses of retaking, holding, preparing for sale, selling and attorneys' fees and legal expenses as may be allowed by law and incurred by AVI Systems, Inc, in enforcing its rights under this Agreement. The rights and remedies herein conferred upon AVI Systems, Inc, shall be cumulative and not alternative and shall be in addition to and not in substitution of or in derogation of rights and remedies conferred by the Uniform Commercial Code and other applicable laws.

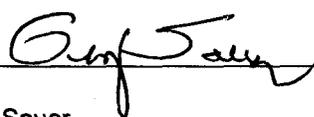
13.2 Limitation of Remedies – AVI Systems, Inc entire liability and the Customer's exclusive remedy shall be as follows: In all situations involving performance or nonperformance of Equipment or Services furnished under this Agreement, the Customer's remedy is the adjustment or repair of the Equipment or replacement of its parts by AVI Systems, Inc, or, at AVI Systems, Inc option, replacement of the Equipment. In no event will AVI Systems, Inc be liable for any damages caused by the Customer's failure to perform the Customer's responsibilities, or for any lost profits or other consequential damages, even if AVI Systems, Inc has been advised of the possibility of such damages, or for any claim against the Customer by any other party, or for any damages caused by performance or non-performance of Equipment located outside the United States or Puerto Rico.

14.0 Acceptance of Agreement – This agreement includes services that are required to satisfy the project scope of Section 2.0 Specific Project Scope. AVI Systems, Inc will begin work on this project upon receipt of a copy of this agreement duly signed and executed by an agent of the Customer, specifically authorized to bind the Customer to the terms and conditions of this agreement.

In Witness whereof, the parties hereto by their duly authorized representatives have executed this Agreement upon the date first set forth herein.

AGREED AND ACCEPTED BY:

SUBMITTED BY:

Sarpy County	AVI Systems, Inc
Signature: 	Signature: 
Printed: Joni Jones	Printed: Guy Sauer
Date: 4/14/09	Date: 4/20/09

Statement of Services

Attachment "A"

1.0 Statement of Services To Be Provided

AVI Systems, Inc will work with Sarpy County and any related design professionals selected (architects, engineers, etc.) to provide initial and ongoing audiovisual systems design and engineering support for LEC.

AVI Systems, Inc strongly encourages the fostering of a truly open, cooperative "design team" approach with team members bringing unique, valuable insight from their special perspective to the team.

The goal of these services is as follows:

- Understand clearly the current and future AV needs of Sarpy County.
- Provide accurate construction documents for implementation of the AV related infrastructure.
- Provide an overall AV plan that will allow for the procurement of appropriate AV equipment and installation, complete with system diagrams, ensuring correct integration of the equipment.
- Compile the data gathered during the engineering process into a Systems Implementation Agreement – for a turnkey installation of all AV systems, with the added value of a seamless integration process.

2.0 Design Processes and Services

The Design Process can be modified at any time per the direction of Sarpy County. Otherwise it shall follow this general outline:

2.1 AV Program Review / Verification – The AVI Systems, Inc' Design Team will obtain from Sarpy County operational specifications desired of the audio and video systems within the LEC facilities. Additional facility information will be required including the building's electrical, structural infrastructure, as well as the physical sizes of each room or space. Using compatible AutoCAD drawings, the integration of desired AV systems within available spaces will be visualized. During this initial design phase various equipment options, with an eye toward future expandability while maintaining current value, will be suggested.

2.2 Budget Verification – The AVI Systems, Inc' Design Team will create a project scope compiled from the information received from Sarpy County. AVI Systems, Inc will generate cost estimates for the various systems as outlined above and compare these budget estimates to any initial AV budgets. This process will reaffirm the exact direction that engineering resources should target in the next phase.



April 21, 2009

Chris Vance
Sarpy County Clerk
1210 Golden Gate Dr.
Papillion, NE 68046-2895

Dear Mr. Vance:

Please find enclosed the original of the subject agreement for Sarpy County records.

If you have any questions, please contact me at (402) 593-6500.

Thank you for your patronage. We appreciate the opportunity to serve you.

Sincerely,

A handwritten signature in cursive script that reads 'Rachael Quakenbush'.

Rachael Quakenbush
Assistant Branch Administrator

Enclosure

Sarpy County Board of Commissioners

1210 GOLDEN GATE DRIVE
PAPILLION, NE 68046-2895
593-4155
www.sarpy.com

ADMINISTRATOR
Mark Wayne

DEPUTY ADMINISTRATOR
Scott Bovick

FISCAL ADMIN./PURCHASING AGT.
Brian Hanson



COMMISSIONERS

Rusty Hike
District 1
Joni Jones
District 2
Tom Richards
District 3
Pat Thomas
District 4
Rich Jansen
District 5

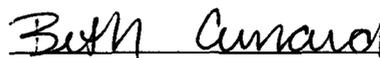
MEMO

TO: Sarpy County Board of Commissioners
FROM: Beth Cunard
RE: Audio Visual Consultant Agreement

Sarpy County has previously entered into agreements with AVI to develop audio visual systems for the Courthouse Remodel and Addition Projects. AVI completed very complete cost estimates, specifications and drawings for the AV equipment in those two projects.

The attached Systems Engineering Agreement will authorize AVI to develop cost estimates for the audio/visual equipment needed for the Sheriff's Administration building. They will use the information developed as a starting point for the bid specifications at a later date.

April 10, 2009


Beth Cunard

Attachment

cc: Mark Wayne
Brian Hanson
Scott Bovick
Debra J. Houghtaling
Mark Walters