		DATE:	16 November 2020
		TIN:	04-3358086
<b>CourtSmart Digital Systems, Inc.</b> 51 Middlesex Street North Chelmsford, MA 01863 978-251-3300 <a href="http://www.courtsmart.com">www.courtsmart.com</a>		<b>LAS VEGAS MUNICIPAL COURT</b>	
Prepared for		Quote Type:	NEW INSTALLATION - 7 ROOMS
Deidra Morris		Document:	STATEMENT OF WORK
		Quote Version:	3.0
		Quote Expiration Date:	14 February 2021
STATEMENT OF WORK - PAGE 1			

**CourtSmart** will be upgrading and transferring all existing software licenses to the new courthouse installation at no additional charge to the Court (see license count below). The hardware that is currently installed should not and cannot be transferred to the new courthouse without numerous problems. Most of the hardware such as microphones, cameras, speakers, amplifiers, and control are way beyond end of life (EOL) for these products. Many of them have failed or are failing and to transfer these old devices to new rooms would not be cost effective considering their age and condition. Moreover, the cutover period from the old courthouse to the new will be accomplished in a small period of time that would not be possible to de-install the old equipment and re-install the same equipment in the new courthouse without causing severe delays in operating the courts. The only way to avoid courtroom outage is to completely install the new courtrooms while leaving the old rooms fully functional to conduct business until such time as the orderly transition can occur. The new hardware that will be installed in the new courthouse is designed to facilitate the process of virtual or hybrid sessions in the event that the current conditions remain and the Court chooses to go virtual. The currently installed hardware cannot comply with the technical requirements of virtual justice in the event that is required.

**CourtSmart** licenses that will be transferred:

1. Primary and Backup Audio Recording Licenses – 7 (one for each courtroom)
2. Video Recording Licenses -7 (one for each courtroom)
3. Full Function Client Licenses – 10
4. Search and Play Concurrent Access Licenses - 3

**CourtSmart** will install an audio mixer (DSP), a ceiling array microphones, bench control, sound amplification and four (4) mute control switches per room. All rooms will be equipped with ten (10) speakers arranged in up to 8 zones. PA system volume will be adjustable via the end user. The ceiling array microphone will be configured to capture audio from the judge, witness, clerk, two (2) attorneys, podium, and sidebar. Each new mixer will have echo-cancellation for video conferencing. The audio system will include mute control switches located at the Judge, Attorney tables, and Clerk. There will be a "sidebar mode," which will mute all pointers within the microphone array in the PA system and generate white noise over certain speakers allowing sidebar conversations to occur without eavesdropping.

**CourtSmart** will install five (5) Hi Definition cameras per room configured with camera switching (video-follows-audio) with video-conferencing (VTC) integration. The VTC solution will have the ability to connect internally and externally to the courthouse. The far-side video-conferencing participant will have the ability to view the judge, witness, two attorneys, and any evidence being presented within the courtrooms. The near-side (courtroom) will have the ability to view the remote participant on all monitors in the courtroom.

#### **BENCH CONTROL:**

Within each room **CourtSmart** will provide a 7-inch touch panel, which will provide control of that courtroom's audio and video system including: Judge Evidence Preview, Sidebar, Volume Control, Mute, and Video Conferencing.



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**CourtSmart Digital Systems, Inc.**

51 Middlesex Street

North Chelmsford, MA 01863

978-251-3300

[www.courtsmart.com](http://www.courtsmart.com)

Prepared for

Deidra Morris

**LAS VEGAS MUNICIPAL COURT**

Quote Type:

NEW INSTALLATION - 7 ROOMS

Document:

STATEMENT OF WORK

Quote Version:

3.0

Quote Expiration Date:

14 February 2021

**STATEMENT OF WORK - PAGE 2****COURT RESPONSIBILITIES:**

- Install cabling infrastructure, including audio, video, and network cables
  - o In the Courtrooms:
    - Terminate microphone cables with plate mounted XLR connectors
    - Terminate network cables with keystone connectors
    - Coil speaker cables above ceiling for termination to speaker by **CourtSmart**
  - o In the A/V rack rooms:
    - Terminate network cables and coaxial cable to patch panel in A/V closet
    - Microphone cables, and speaker cables in the A/V closet, to be terminated by **CourtSmart**


Label cabling on both room and rack sides of cables, as described by **CourtSmart**-provided cable pull schedule.


This quote includes all materials, labor, meals, and travel expenses related to a complete installation of audio-video and servers for Las Vegas Municipal Court.


All new **CourtSmart**-supplied hardware and software have a 1-year warranty. After the 1-year period the Court may elect to purchase an annual support services agreement for the hardware and software installed.

**Estimated Project Schedule:**

1/18/2021	Downstairs courtrooms construction complete (all millwork, furniture, etc. installed, and CourtSmart will have full access to the courtrooms)
2/2/2021	All courtrooms construction complete
2/4/2021	Courtsmart walkthrough
2/8/2021	Courtsmart installation starts
3/31/2021	Courtsmart installation complete
4/16/2021	Testing complete
4/20/2020	Courtsmart System Go-Live
5/3/2021	Building opens

				DATE: #####		
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<b>CourtSmart Digital Systems, Inc.</b> 51 Middlesex Street North Chelmsford, MA 01863 978-251-3300 <a href="http://www.courtsmart.com">www.courtsmart.com</a> Prepared for:			<b>Site:</b> <b>LAS VEGAS MUNICIPAL COURT</b>			
<b>Quote Type:</b> <b>NEW INSTALLATION - 7 ROOMS</b>						
<b>Document:</b> <b>COST SHEET - PAGE 1</b>						
<b>Quote Version:</b> <b>3.0</b>						
<b>Quote Expiration Date:</b> <b>14 February 2021</b>						
<b>AV FRAMEWORK, RACKS, SOUND SYSTEM, &amp; CONTROL</b>						
TYPE	DESCRIPTION	MODEL	SPEC	QTY	COST EA.	TOTAL
AV RACKS	Tripplite 45U Kit	45 RU-	INCL Doors, sides, pwr strips; lacing	4	2580	\$ 10,320
	Rack Shelves Vented	1RU & 4RU	8x1RU; 4x4RU	12	79	\$ 948
	Battery Backup	1RU 500	2 Per Rack	8	299	\$ 2,392
	Vent Panels -Mag	1RU	14 per rack	56	15	\$ 840
MIXER	SYMETRIX-AEC-2	RadiusNx	+ 4CH OUT Card	7	4596	\$ 32,172
AMPLIFIER	Crown	CS-CT-875	8 Channel Amp	7	1819	\$ 12,733
ADA	Listening Assist System	Williams Kit	Xmitter; ; 2 Rec; Chgr; Batt 2; Headph;	7	1399	\$ 9,793
MICROPHONES	Ceiling Array	CSMXA910W-A	8 Cchannel	7	5189	\$ 36,323
	Boundary	AKG/Crown		7	320	\$ 2,240
	MUTE Control Switch	LED Array Mute	4 Per Rm	28	239	\$ 6,692
SPEAKERS	Ceiling -4	CS-FAP42TC	10 Per Room	70	154	\$ 10,780
VIDEO CONF.(VTC)	ClearOne	Live 600	Codec Only	7	7489	\$ 52,423
CAMERA	Marshall	HD/SDI	5 per Rm. Inc. 2 Lens/Mount	35	958	\$ 33,530
	Cam Power Supply	Altronix	16 Port -1 Per Rack	4	729	\$ 2,916
	TVOne - HDSDI	Video Switcher	2In;4 In; 1 Out	7	15524	\$ 108,668
CONTROL	Crestron	7" Panel	CP3 Proc; Mount; POE	7	3469	\$ 24,283
CORE AV FRAMEWORK	Crestron	DM-Switcher	8X8-CPU3	7	4299	\$ 30,093
	Crestron	DM-IPC-4KZ	4 Per Rm	28	1099	\$ 30,772
	Crestron	4K-IPC-HDMI	4 Per Rm	28	800	\$ 22,400
	Crestron	DM-4KZ-OPC-2CH	2CH - 2 Per Rm	14	1299	\$ 18,186
	Crestron	DM-HDMI-OPC	2 Per Rm	14	1799	\$ 25,186
	Crestron	DM-DA-4	1:4 HDMI to DM-HDBT	7	2699	\$ 18,893
	Crestron	DM-TX -CTRL	Transmitter + Rm Controller . 2 In	7	1549	\$ 10,843
	Crestron	DM-RX -CTRL	Receiver + Rx Rm Controller	7	8129	\$ 56,903
	Crestron	RM PWR COND	RackKit; PwrPack; & Pwr Condit. +PC300	7	2250	\$ 15,750
CABLES	Stereo + RS232	Various		1	1036	\$ 1,036
	HDMI + SDI	Various	Over 210 HDMI & HDSII	1	4334	\$ 4,334
	CAT6- STP	Various	500+; various length	1	11000	\$ 11,000
<b>PAGE 1</b>				<b>MATERIALS SUBTOTAL</b>		<b>\$ 592,449</b>

				DATE:		16 November 2020		
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<b>CourtSmart Digital Systems, Inc.</b> 51 Middlesex Street North Chelmsford, MA 01863 978-251-3300 <a href="http://www.courtsmart.com">www.courtsmart.com</a> Prepared for:				Site:		<b>LAS VEGAS MUNICIPAL COURT</b>		
Quote Type:		NEW INSTALLATION - 7 ROOMS						
Document:		COST SHEET - PAGE 2						
Quote Version:		3.0						
Quote Expiration Date:		14 February 2021						
TYPE	DESCRIPTION	MODEL	SPEC	QTY	COST EA.			TOTAL
	LCDs w/ Annotation	P2418HT	6Per Rm - Annot. Capable	42	659			\$ 27,678
	NETWORK SWITCH	2416POE	POE Sw/ 1 per Rm	7	399			\$ 2,793
MISC.	XLR, CXNR	10/32+XLR	Various + Ties	1	680			\$ 680
<b>SERVERS &amp; WORKSTATIONS</b>								
SERVERS	Audio Servers - 1PRI & 1 BU	Dell R540	2x 6C 2.1 GHz; 16 GBRAM; 16 TB HDD	2	10999			\$ 21,998
	Video Capture Tower /BU	Dell 3630	Dual NIC Cards	4	2489			\$ 9,956
	Video Capture Card	MG-2CH	HDSDI - 1 Per Rack	4	868			\$ 3,472
				<b>PAGE 2</b>	<b>MATERIALS SUBTOTAL</b>			<b>\$ 66,577</b>

		DATE:		16 November 2020	
		TIN:		04-3358086	
CourtSmart Digital Systems, Inc.		Quote Prepared for:		LAS VEGAS MUNICIPAL COURT	
51 Middlesex Street					
North Chelmsford, MA 01863					
978-251-3300		Document:		TOTALS COST SHEET	
<a href="http://www.courtsmart.com">www.courtsmart.com</a>		Quote Version:		3.0	
Prepared for: Deirdra Morris		Expiration Date:		14 February 2021	
<b>TOTAL COSTS</b>					
		MATERIALS SUBTOTAL - PAGE 1 (AV RACKS, MIXERS, INFRASX.		\$	592,449
		MATERIALS SUBTOTAL - PAGE 2 - (PODIUM, SERVERS, MISC.)		\$	66,577
		TOTAL MATERIALS COST		\$	659,026
		TOTAL PROGRAMMING COSTS		\$	3,000
		TOTAL AV LABOR		\$	83,160
		TOTAL IT LABOR		\$	14,400
		TRAVEL COSTS		\$	31,000
		<b>TOTAL</b>		<b>\$</b>	<b>790,586</b>
<b>ESTIMATED ANNUAL MAINTENANCE</b>					
Annual Maintenance includes Materials only		Materials			Maintenance
YEAR 1	Initial Year Maintenance is Included	\$659,026			0
					0
YEAR 2	Annual Maintenance is 12% of Materials	\$659,026			\$79,083
YEAR 3	Annual Maintenance is 12% of Materials	\$659,026			\$79,083
YEAR 4	Annual Maintenance is 12% of Materials	\$659,026			\$79,083
YEAR 5	Annual Maintenance is 12% of Materials	\$659,026			\$79,083



DATE:	16 November 2020
TIN:	04-3358086

<b>CourtSmart Digital Systems, Inc.</b>		<b>Document:</b>	<b>COURTSMART STANDARD TERMS</b>			
51 Middlesex Street						
North Chelmsford, MA 01863						
978-251-3300						
<a href="http://www.courtsmart.com">www.courtsmart.com</a>		<b>VERSION</b>	<b>2020</b>			

### COURTSMART STANDARD TERMS

**ALL PRICES ARE PLUS ANY APPLICABLE TAXES THAT THE USER IS SUBJECT TO ARISING FROM THIS TRANSACTION.**

**CourtSmart** is basing the following quotation upon information provided to us by members of your staff. The requirements that were provided to us serve as the basis upon which our recommendation is based. Should your requirements change, it may be necessary to adjust our recommendations or pricing accordingly. **CourtSmart** reserves the right to substitute hardware manufacturers and models based upon availability and/or technology improvements. Any hardware so substituted will be of equal or greater performance. The prices quoted are valid for a period of 90 days from the date of this quotation and may be extended by agreement of the parties.

**WARRANTY AND MAINTENANCE:** All **CourtSmart** supplied software and hardware comes with a standard one (1) year warranty from date of installation. This warranty covers all parts and labor for any failures that occur in the normal course of system operation. It does not cover problems that occur through the misuse or abuse of the system nor does it cover administrative, policy changes, or other non-support or maintenance actions taken or modifications made to the system contrary to the express direction of **CourtSmart** or failure to seek approval prior to undertaking such actions. Third party software such as Microsoft Windows and SQL are not covered under warranty or maintenance. **CourtSmart** provides at the conclusion of the warranty period a maintenance contract covering applicable software enhancements, fixes, and upgrades deemed appropriate by **CourtSmart** at its sole discretion, as well as providing 1-800 telephone support. The annual maintenance contract is invoiced at a cost of 12% per year of the purchase price of the system providing that a VPN or other high-speed access is provided for support, with no price escalation for renewal terms.

**CourtSmart** proprietary software is provided in accord with the attached Standard Terms and Conditions that provide the User with a limited, non-exclusive, personal license to use the software on the computer that it was originally installed and for the purpose originally intended. The end-user may not resell, assign, or give the software to any other entity without the express written permission of **CourtSmart** Digital Systems, Inc. Likewise, **CourtSmart** application software may not be installed on additional computers or in additional rooms without payment of the required licensing fees. **CourtSmart** does allow the transference of licenses from one computer to a replacement computer for maintenance or upgrade purposes. **CourtSmart** recording software is licensed to a specific room or venue and other than in the case of an organizational move of the Las Vegas Municipal Court from one location to another- may not be relocated or dynamically switched to a different room without the payment of licensing fees or the express written permission of **CourtSmart** Digital Systems. Client software is licensed to a specific workstation PC.

**CourtSmart** developed hardware, reference manuals, and software constitutes a valuable asset of the corporation and is protected by Federal and International copyright law. The end-user must protect this material from accidental or deliberate disclosure to third parties by employees of the court system, its agents, or users of the system. Any such disclosures could cause irreparable harm to **CourtSmart** Digital Systems.

**CITY OF LAS VEGAS  
STANDARD TERMS AND CONDITIONS  
FOR USE IN PURCHASE OF COMMERCIAL OFF THE SHELF SUBSCRIPTION-BASED SOFTWARE LICENSES**

The Supplier shall provide the Software, goods, or services described in this Agreement subject to the following Standard Terms and Conditions, unless otherwise stated in the Order Form.

**1. DEFINITIONS** Unless otherwise specified in the Order Form, the following terms shall be given the meaning shown, unless context requires otherwise.

- a) "Acceptance Tests" means those tests performed during the Performance Period which are intended to determine compliance of Software with the specifications, and to determine the reliability of the Software.
- b) "Agreement" means these Standard Terms and Conditions, the Service Level Agreement, and any other documents specifically referenced in the Order Form.
- c) "Breach" means the unauthorized access of the City's data.
- d) "City" means the City of Las Vegas.
- e) "Deliverables" means the Software and any other items (e.g. Documentation or reports) agreed to by the parties, to be delivered pursuant to this Agreement.
- f) "Documentation" means manuals and other printed materials necessary or useful to the City in its use or maintenance of the Software or other goods or services provided hereunder. Manuals and other printed materials customized for the City constitute Work Product if such materials are required by a Statement of Work.
- g) "Period of Maintenance Coverage" means the period of time, described on the Order Form, during which maintenance services are provided by the Supplier for a fixed monthly charge, as described in the Service Level Agreement.
- h) "Software" is an all-inclusive term which refers to any computer programs provided by the Supplier under this Agreement, including applications, operating software, programming aids, or other programs.
- i) "Supplier" means the individual, partnership, company, or corporation contractually obligated to provide the Software and/or services described in this Agreement.
- j) "System" means the complete collection of Software, goods, and/or services described in this Agreement, integrated and functioning together.

**2. APPLICABILITY.** Notwithstanding any provision of U.C.C. 2-207, the Supplier's written acceptance of this Agreement, or the Supplier's commencement of performance without providing a written rejection of the Agreement to the City within five (5) days of receipt, shall convert this Agreement, in its entirety, into a legally binding contract. This Agreement, including any documents incorporated herein by express reference, is a complete integration, and there are no prior or contemporaneous additional agreements pertaining to the subject matter of this Agreement. Failure of either party to enforce any right or provision of the Agreement shall not be construed to be a waiver, and shall not prevent future enforcement of such right or provision. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding.

**3. RULES OF PRECEDENCE.** In the event of a conflict, the following rules of precedence shall govern this Agreement:

- a) Order Form
- b) Statement of Work
- c) Any attached Compliance Addendum
- d) Standard Terms and Conditions
- e) Service Level Agreement
- f) U.C.C. Article 2, and
- g) Any Supplier quotation

**4. LAWS AND STATUTES.** The Supplier will comply with all applicable federal, state and local laws and regulations.

**5. RIGHTS IN WORK PRODUCT.** All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the Supplier pursuant to this Agreement, including papers, reports, charts, or Software, shall be the Supplier's exclusive property. The City will have Government Purpose Rights to the Deliverables. The City may not use, modify, reproduce, create derivative works from, or disclose Deliverables for any commercial purpose.

Unless otherwise specified in the Order Form, the Supplier grants to the City, subject to the terms and conditions of this Agreement, a limited, royalty-free, non-exclusive, license to use the Software in the conduct of its own business, for the Agreement term specified

in the Order Form. Acceptance of third party software will be governed by the terms and conditions of this Agreement unless explicitly contradicted in the Order Form.

**6. RIGHTS IN DATA.** Data provided by the City, wherever stored, belongs to the City. The Supplier has no property interest in, and may assert no claim or lien on, or right to withhold from the City, any data it receives from, receives address to, or stores on behalf of the City. At any time during the term of this Agreement, and within 30 days of the expiration or termination of this Agreement, the Supplier will upon request return the data to the City, at no charge, in a format reasonably specified by the City. On city request, the Supplier will delete all City data and will provide appropriate certification to the City to document the disposal.

**7. SECURITY.** City data shall be stored and processed only in data centers located within the United States. The Supplier shall have and adhere to a reasonable, adequate, and appropriate security program to protect City data and the City's network. The Supplier shall comply with applicable data security and privacy laws. In the event of Breach, the Supplier will notify the City within 24 hours of the time it learns of the unauthorized access, and will investigate, mitigate, and remediate the breach. The Supplier must notify the City of any legal request to access the City's data, such as discovery searches or subpoenas.

**8. SERVICES.** Any services are to be performed by qualified and experienced Supplier personnel. On site work is to be performed during the City's regular work days and hours. Supplier personnel must follow all applicable codes of conduct for City employees, including dress code, anti-discrimination, anti-harassment, and ethical conduct guidelines. The City reserves the right to disapprove the continuing assignment of Supplier personnel.

**9. TRAVEL.** If travel expenses are allowed under this Agreement they must be included in the Order Form along with a not-to-exceed limitation. If allowed, the City will reimburse airfare up to the cost of coach fare with 7-day advance purchase. Reimbursement for all other expenses including, but not limited to lodging, meals, transportation, rental cars, parking, and incidental expenses, will be paid at current General Services Administrative per diem rates. The per diem rate will start concurrently with the first day of work performed on site at the City, and end with the last day of on site work at the City. The Supplier must complete a minimum of six hours of work for every day a per diem is paid. Travel must be coordinated in advance with the City's Project Manager. The City's Project Manager must approve any deviations to these procedures in writing.

**10. TAXES.** The City of Las Vegas, Nevada is exempt from paying Sales and Use Taxes under the provision of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The price(s) must be net, exclusive of these taxes. The Supplier shall pay all taxes, levies, duties and assessments of every nature, which may be applicable to any Deliverables or services delivered under this Agreement. The Supplier herein indemnifies and holds the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

#### **11. INVOICES.**

Invoices shall be sent to the "Bill To" address on the face of the City's purchase order (PO). Invoices must include the following: (i) Supplier name and address, (ii) date and unique invoice number, (iii) applicable Purchase Order number, and (iv) any other information (e.g., quantity, description, period of performance) necessary to identify the services or, if applicable, the Deliverable for which payment is requested. Invoices received that do not comply with the standards set forth herein may be returned to the Supplier unpaid.

The Supplier shall submit invoices for renewal Periods of Maintenance Coverage no later than 60 days prior to the end of the current Period.

**12. CITY'S DUTY TO PAY.** Upon reconciliation of all errors, corrections and credits, the City will make payment within thirty (30) calendar days, unless otherwise noted on the face of the PO. In the event the City fails to timely pay an undisputed invoice, the Supplier may initiate a dispute in accordance with Section 13, Disputes.

**13. DISPUTES.** The parties shall attempt to amicably resolve disputes through escalating levels of management. All unresolved disputes may be settled by arbitration in Nevada if agreed to by both parties; otherwise, litigation may be used. Notice of any dispute must be given in writing within thirty days of the claim, dispute, or matter giving rise to the dispute. Pending the final resolution of any dispute, the parties shall continue to perform in good faith.

**14. GOVERNING LAW/VENUE OF ACTION.** This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada. Any action at law or other judicial proceeding for the enforcement of any provision shall be instituted in the County of



Clark, State of Nevada. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. This Agreement was written in English, and the English version shall prevail over any translations.

**15. NOTIFICATION.** Notices will be addressed to the addresses or email addresses identified on the face of the Purchase Order.

**16. TERMINATION FOR CONVENIENCE.** The City shall have the right at any time to terminate this Agreement, in whole or in part, for any reason. Such termination shall become effective 30 days after written notice is provided by the City to the Supplier. The written notice shall specify the effective date of the termination if it is to be longer than the minimum 30 days required herein. The Supplier shall submit a written request for incurred costs for work performed through the date of termination, and shall provide any substantiating documentation requested by the City. The City will not be entitled to any refund of amounts already paid, and will not be obligated to pay amounts not yet due.

**17. TERMINATION FOR CAUSE.** If the Supplier fails to perform this Agreement under its terms, the City will provide written notice to the Supplier, and the Supplier will have a reasonable time (as stated in the written notice) in which to cure the breach. Reasonable time means not less than ten days, unless emergency situations dictate otherwise. Failure to cure within the stated time will subject the Supplier to a termination for cause, with no further liability to the City. The City will retain all rights to common law breach of contract remedies, including pro-rata refund of any amounts already paid.

**18. INSURANCE.** During the term of this Agreement, the Supplier shall maintain Workers' Compensation Insurance in accordance with statutory requirements and Comprehensive General Liability Insurance in a policy limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, at its own expense, for all services related to the performance of this Agreement.

#### **19. INDEMNIFICATION**

**a. General Indemnity.** Notwithstanding any of the insurance requirements set forth herein, the Supplier shall protect, indemnify and hold the City, its officers, employees and agents, harmless from and against any and all third-party claims arising under this Agreement. The requirements of this Section 19a, General Indemnity, shall not be subject to the limitation of liability in Section 20, Limitation of Liability.

**b. Patent Indemnity.** The Supplier indemnifies and shall hold harmless the City and its representatives respectively from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by the City and its representatives, respectively, as a result of any claims or actions based on infringement or alleged infringement of any patent arising out of the use of the Software. The Supplier shall, at its sole expense, promptly defend against any such claim or action, provided the City shall notify the Supplier upon becoming aware of such claim or action. The requirements of this Section 19.b. Patent Indemnity shall not be subject to the limitation of liability in Section 20, Limitation of Liability.

**20. LIMITATION OF LIABILITY.** Each party's liability for damages arising from the breach of or failure to perform the obligations of this Agreement, regardless of the form of action, whether in contract or in tort, shall be limited to the amount paid to the Supplier over the preceding twelve month period. The foregoing limitation of liability shall apply even if the liable party is advised in advance of the possibility of damages or if the damages were foreseeable, and even if the claimant's remedies fail of their essential purpose. In no event will either party be liable to the other for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.

The foregoing limitation of liability shall not apply to gross or negligent misconduct, or intellectual property or patent infringement claims or losses by either party.

**21. INDEPENDENT CONTRACTOR.** The Supplier is acting as an independent contractor under this Agreement, and not as an employee of the City.

**22. TIMELINESS.** The Supplier shall adhere to the delivery and completion schedules in this Agreement. The Supplier will not be responsible for any delay, cost increase, or other consequence to the extent it is caused by the City's failure to fulfill its responsibilities set forth herein. If the Supplier determines a delay exists or is probably, the Supplier will promptly notify the City in writing.

**23. ACCEPTANCE TESTING.** Following the installation of Software and completion of any training of City personnel, the City will have a 60 day acceptance testing period to determine if the Software conforms to its specifications and documentation, and if it is capable of running the City's actual data. The City will notify the Supplier of any failure encountered during this acceptance testing period, and the Supplier will have 30 days to correct any nonconformities. If the nonconformities are not corrected, the City may terminate the

Agreement in accordance with Section 16, Termination for Cause, and the Supplier agrees to refund the Software purchase price. Use of the Software during the acceptance testing period does not constitute acceptance of the Software. At the end of the acceptance testing period, the Software will be deemed accepted by the City unless the City notifies the Supplier in writing otherwise prior to the expiration of the acceptance testing period.

## 24. WARRANTIES

**a. Services.** The Supplier warrants that all services performed are in accordance with current, sound and generally accepted industry practices by qualified personnel trained and experienced in the appropriate fields and that the services are in conformance with any specification/statement of work contained or referenced in this Agreement. In the event of a breach of this warranty, the Supplier shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty. This warranty begins on delivery and ends one year thereafter.

**b. Goods.** The Supplier warrants that goods supplied under this Agreement are free of defects in material, workmanship and design, suitable for the purpose intended, and in compliance with all applicable specifications. This warranty begins on delivery and ends one year thereafter.

The City's remedy for breach of these warranties will be limited to, in the City's discretion: (i) replacement or repair of the nonconforming Goods, or (ii) refund of all amounts paid by the City for and in support of the nonconforming Goods.

**c. Software.** The Supplier warrants that Software will substantially conform to the requirements of this Agreement, will be free of material defections in workmanship, and will perform in accordance with its license and accompanying Documentation. This warranty begins on delivery and continues for as long as the City maintains an active Period of Maintenance Coverage for the Software. The Supplier warrants that Software will, at time of delivery, be free of harmful code such as viruses, time bombs, disabling code, etc.

The Supplier does not warrant that the Software is error-free, or that it will run without immaterial interruption. The Supplier will have no responsibility for claims to the extent they arise from modifications or integrations made by the City (unless such modification is approved or directed by the Supplier), or from misuse by the City.

The City's remedy for breach of these warranties will be limited to, in the City's discretion: (i) replacement or repair of the nonconforming Software, or (ii) refund of all amounts paid by the City for and in support of the nonconforming Software.

**d. Power and Authority.** The Supplier warrants that it has full power and authority to grant the rights herein granted, and will hold the City harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) brought by a third party arising out of any breach of this warranty. Further, the Supplier will not enter into any arrangement with any third party which might abridge any rights of the City under this Agreement. The City will notify the Supplier of any such claim in writing within a reasonable time. The Supplier will have sole control of the defense on such claim. The City may participate in the defense at its own expense. The City will reasonably cooperate in the defense and any related settlement negotiations. This warranty begins on delivery and ends three years after the termination or expiration of this Agreement.

**e. Gratuities.** The Supplier warrants that no gratuities (in the form of entertainment, meals, gifts, or otherwise) were offered or given by the Supplier, or any Supplier agent or representative, to any officer or employee of the City. This warranty begins on delivery and ends three years after the termination or expiration of this Agreement.

**f. Disclaimer of All Other Warranties.** EXCEPT FOR THE EXPRESS WARRANTIES ABOVE, THE SUPPLIER MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**25. INSPECTION.** All Deliverables may be subject to inspection and test by the City or its authorized representative. If deficiencies are detected, the Deliverable(s) will be rejected by written notice from the City, and the Supplier will be required to make necessary repairs, corrections, or replacements. Payment and/or commencement of a discount period will not be made until the corrective action is made; the goods and/or services are re-inspected and accepted. If no notice of rejection is provided by the City within 30 days of delivery, the Deliverables will be deemed accepted by the City. Acceptance does not waive warranty rights, and is final except as it relates to latent defects, fraud, and gross mistakes amounting to fraud.

## 26. AUDIT OF RECORDS [CAO-5/2/12].

**a.** The Supplier agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be

maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Supplier goes out of business, the Supplier shall forward the books and records to the City to be retained by the City for the period of time required herein.

- b. b) The City or its designated representative(s) shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Supplier pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Supplier of the audit and inspection. If the books and records are not located within Clark County, the Supplier agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, the Supplier may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Supplier's office. If the books and records provided to the City are incomplete, the Supplier agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Supplier's office. The Supplier's failure to remedy the deficiency shall constitute a material breach of this Contract. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section.
- c. c) If at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) find the dollar liability is less than payments made by the City to the Supplier, the Supplier agrees that the difference shall be either: (i) repaid immediately by the Supplier to the City or (ii) at the City's option, credited against any future billings due the Supplier.

**27. CONFIDENTIALITY.** The City is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's records are public records, subject to inspection and copying by any person, unless declared by law to be confidential. This Agreement and all supporting documents are deemed to be public records.

Internal financial, technical, software code, trade secrets, and other proprietary information of each party is considered confidential. Each party shall use no less than the same means it uses to protect its own confidential information, but in any event not less than reasonable means, to prevent the disclosure and to protect the confidential information of the other party. Each party will promptly notify the other of any disclosure or requested disclosure of confidential information.

The recipient of confidential information may use or disclose it to the extent it is: (i) already known by the recipient without an obligation of confidentiality, (ii) received from a third party without an obligation of confidentiality, (iii) independently developed by the recipient without use of confidential information of the disclosing party, or (iv) required to be disclosed pursuant to a requirement of a governmental agency or law, so long as the recipient provides the disclosing party with notice of such requirement prior to any such disclosure and takes reasonable steps to maintain confidentiality, including allowing the disclosing party to provide an injunction barring release, should the disclosing party elect to do so.

News releases, endorsements, advertising, and social media content pertaining to this Agreement shall not be released without prior written approval of the other party.

**28. FORCE MAJEURE.** The parties are excused from performance by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the Government.

The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not appropriated or if legal restrictions are placed upon the expenditure of monies for the subject of this Agreement.

**29. ASSIGNMENT AND MODIFICATION.** This Agreement is not assignable or modifiable unless accomplished in writing and signed by all parties. However, on written notice to the City, this Agreement may be unilaterally assigned (but not otherwise modified) by the Supplier to any entity acquiring 51% or more of its stock or assets.

### **30. NON-DISCRIMINATION AND FAIR EMPLOYMENT PRACTICES**

**a. Discrimination.** The City of Las Vegas is committed to promoting full and equal business opportunity for all persons doing business in Las Vegas. The City has an obligation to ensure that public funds are not used to subsidize private discrimination. If the Supplier or their subcontractors or subconsultants are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status; the City may declare the Supplier in breach and terminate the Agreement.

**b. Fair Employment Practices.** In connection with the performance of work under this Agreement, the Supplier agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status. Such agreement shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Company further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Company shall constitute a material breach of this Contract.

**31. COUNTERPART SIGNATURES.** This Agreement may be executed in counterparts. All such counterparts will constitute the same Agreement. Executed copies may be delivered by e-mail and, upon receipt, will be deemed originals and binding upon the parties.

**32. ACCESS TO COURT PROPERTY.** This Agreement may allow for unescorted access to Las Vegas Municipal Court property. The Supplier shall abide by all Criminal Justice Information Systems (CJIS) and Las Vegas Municipal Court security requirements, including fingerprinting and background checks for individuals who may have unescorted access. The Supplier must maintain all requirements current during the entire term of the Agreement, including any renewals.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives.

## CITY OF LAS VEGAS

## COURTSMART

\_\_\_\_\_  
 ABBE YACOBEN, CPFO Date  
 Acting Manager, Purchasing & Contracts

\_\_\_\_\_  
 ANDREW J. TREINIS Date  
 President/CEO

ATTEST:

\_\_\_\_\_  
 LUANN D. HOLMES, MMC Date  
 City Clerk

APPROVED AS TO FORM:



Dimitri P. Dalacas  
 Deputy City Attorney

11/24/2020  
 Date

Deputy City Attorney