



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: March 1, 2018

Staff Contact: Laura Rader and Max Cortes

Agenda Title: For Possible Action: To determine that Contract 1718-161 is a sole source contract therefore not suitable for public bidding pursuant to NRS 332.115 and to approve Contract 1718-161 for the purchase and installation of audio/video systems from CourtSmart Digital Systems for an amount not to exceed \$288,160 to be funded from Court Restricted Funds, the Administrative Office of the Courts, and General Fund Contingency. (Laura Rader; Lrader@carson.org and Max Cortes; Mcortes@carson.org)

Staff Summary: The Courts are required to be courts of record pursuant to NRS 1.020. CourtSmart Digital Systems (CDS) is replacing the Jefferson Audio Video Systems (JAVS) installed in March of 2007. The current systems are over 10 years old and need to be replaced. Parts are no longer supported by the vendor. The CDS audio/video systems will be installed in the District Court, Justice/Municipal Court and the Juvenile Court courtrooms and will be used for all court hearings. Additionally, the systems provide greater efficiency for in custody arraignments. Inmates stay at the jail and are arraigned via video conference reducing safety or health concerns. The systems provide teleconferencing and evidence presentation functionality. The systems are also used to monitor the courtrooms for potential security issues. The total cost of the project is estimated to be \$328,160 which includes \$40,000 for cabling that will be provided by a separate vendor.

Agenda Action: Formal Action/Motion

Time Requested: 5 minutes

Proposed Motion

I move to determine that Contract 1718-161 is a sole source contract therefore not suitable for public bidding pursuant to NRS 332.115 and to approve Contract 1718-161 for the purchase and installation of audio/video systems from CourtSmart Digital Systems for an amount not to exceed \$288,160 to be funded from Court Restricted Funds, Administrative Office of the Courts, and General Fund Contingency.

Board's Strategic Goal

Efficient Government

Previous Action

Background/Issues & Analysis

The current audio/video systems need to be replaced. Parts are no longer supported from the current vendor. The Courts must record proceedings either through recording or by court reporters. The audio/video systems replaced court reporters in 2007 in the Justice Court for an annual savings of \$63,000 and in 2009 in the District Court for annual savings of \$173,235.

Lastly, the Courts have pooled funding through Court Restricted Funds accounts (non-General Fund dollars) to pay for the CDS systems. A grant from the Administrative Office of the Courts was also awarded to assist in the funding of the systems. The Internal Finance Committee supported up to \$98,965 from General Fund

Contingency to complete the purchase of the systems of which \$78,965 will be used for the CourtSmart installation. The Courts will pay back the amount funded from the General Fund by reducing the Court Restricted Funds on a monthly basis beginning December of 2018 at a rate of \$5,000 per month until the General Fund is reimbursed in full.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 332.115 (1) (b)

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number:

Is it currently budgeted? Yes No

Explanation of Fiscal Impact:

101-4710-412.70-40	(Court Restricted Funds Justice Court)	\$ 51,065
101-4710-412.70-40	(Court Restricted Funds District Court)	\$ 54,485
101-4710-412.70-40	(Court Restricted Funds Juvenile Court)	\$ 21,000
236-4700-412.70-40	(Court Restricted Funds Justice Court)	\$ 51,065
275-4700-412.70-40	Administrative Office of the Courts Grant	\$ 31,580
101-4710-412.70-40	Augment from General Fund Contingency	\$ 78,965
		Total: \$288,160

The annual maintenance for FY 2019 is at no cost. The annual maintenance for FY 2020 through 2023 is \$30,000 per year. This amount will need to be added to the Information Technology Department Budget beginning FY 2020.

Alternatives

Not award contract and provide other direction.

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

INDEPENDENT CONTRACTOR AGREEMENT
Contract No. 1718-161
Title: CourtSmart Audio/Visual System Replacement

THIS CONTRACT is made and entered into this _____ day of _____, 2018, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and CourtSmart Digital Systems, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the Purchasing and Contracts Administrator for **CITY** is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as "NRS") 332 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

WHEREAS, CONTRACTOR'S compensation under this agreement (does ___) (does not __X__) utilize in whole or in part money derived from one or more federal grant funding source(s); and

WHEREAS, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 1718-161** (hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

NOW, THEREFORE, in consideration of the aforesaid premises, and the following terms, conditions and other valuable consideration, the parties mutually agree as follows:

1. REQUIRED APPROVAL:

This Contract shall not become effective until approved by the Board of Supervisors.

2. SCOPE OF WORK (Incorporated Contract Documents):

2.1 **CONTRACTOR** shall provide and perform the following services set forth in **Exhibit A**, which shall all be attached hereto and incorporated herein by reference for and on behalf of **CITY** and hereinafter referred to as the "SERVICES".

2.2 **CONTRACTOR** represents that it is duly licensed by **CITY** for the purposes of performing the SERVICES.

2.3 **CONTRACTOR** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the SERVICES.

2.4 **CONTRACTOR** represents that it and/or the persons it may employ possess all skills and training necessary to perform the SERVICES described herein and required hereunder. **CONTRACTOR** shall perform the SERVICES faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. **CONTRACTOR** shall be responsible for the professional quality and technical accuracy of all SERVICES furnished by **CONTRACTOR** to **CITY**.

For P&C Use Only

CCBL expires _____

NVCL expires n/a

GL expires _____

AL expires _____

WC expires _____

INDEPENDENT CONTRACTOR AGREEMENT
Contract No. 1718-161
Title: CourtSmart Audio/Visual System Replacement

2.5 **CONTRACTOR** represents that neither the execution of this Contract nor the rendering of services by **CONTRACTOR** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONTRACTOR** is a party or by which **CONTRACTOR** is bound, or which would preclude **CONTRACTOR** from performing the SERVICES required of **CONTRACTOR** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such SERVICES.

2.6 Before commencing with the performance of any SERVICES under this Contract, **CONTRACTOR** shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, **CONTRACTOR** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **CONTRACTOR** performs any work that is contrary to any such law, ordinance, rule or regulation, it shall bear all the costs arising therefrom.

2.7 It is expressly understood and agreed that all SERVICES done by **CONTRACTOR** shall be subject to inspection and acceptance by **CITY** and approval of SERVICES shall not forfeit the right of **CITY** to require correction, and nothing contained herein shall relieve **CONTRACTOR** of the responsibility of the SERVICES required under the terms of this Contract until all SERVICES have been completed and accepted by **CITY**.

3. CONTRACT TERM:

3.1 This Contract shall be effective from March 1, 2018 to July 31, 2018, unless sooner terminated by either party as specified in **Section 7** (CONTRACT TERMINATION).

4. NOTICE:

4.1 Except any applicable bid and award process where notices may be limited to postings by **CITY** on its Bid Opportunities website (www.carson.org), all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

4.2 Notice to **CONTRACTOR** shall be addressed to:

Andrew J. Treinis, President/CEO
CourtSmart Digital Systems
51 Middlesex Street
N. Chelmsford, MA 01863
978-251-3300
andy@courtsmart.com

4.3 Notice to **CITY** shall be addressed to:

Carson City Purchasing and Contracts Department
Laura Rader, Purchasing & Contracts Administrator
201 North Carson Street, Suite 2
Carson City, NV 89701
775-283-7362 / FAX 775-887-2107
Lrader@carson.org

INDEPENDENT CONTRACTOR AGREEMENT
Contract No. 1718-161
Title: CourtSmart Audio/Visual System Replacement

5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the SERVICES specified in **Section 2** (SCOPE OF WORK) and **CITY** agrees to pay **CONTRACTOR** the Contract's compensation based upon Time and Materials and the Scope of Work Fee Schedule for a not to exceed maximum amount of Two Hundred Eighty Eight Thousand One Hundred Sixty Dollars and 00/100 (\$288,160.00), and hereinafter referred to as "Contract Sum".

5.2 Contract Sum represents full and adequate compensation for the completed SERVICES, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the SERVICES.

5.3 **CITY** does not agree to reimburse **CONTRACTOR** for expenses unless otherwise specified.

6. TIMELINESS OF BILLING SUBMISSION:

6.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that **CITY** is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to **CITY** no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject **CONTRACTOR** to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to **CITY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to **CONTRACTOR**.

7. CONTRACT TERMINATION:

7.1 Termination Without Cause:

7.1.1 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

7.1.2 **CITY** reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for SERVICES actually completed. If termination occurs under this provision, in no event shall **CONTRACTOR** be entitled to anticipated profits on items of SERVICES not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. **CONTRACTOR** shall require that all subcontracts which it enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subcontractor to make claims against **CONTRACTOR** for damages due to breach of contract, lost profit on items of SERVICES not performed, or unabsorbed overhead, in the event of a convenience termination.

7.2 Termination for Nonappropriation:

7.2.1 All payments and SERVICES provided under this Contract are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that Carson City does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate upon **CITY'S** notice to **CONTRACTOR** of such nonappropriation, and no claim or cause of action

INDEPENDENT CONTRACTOR AGREEMENT
Contract No. 1718-161
Title: CourtSmart Audio/Visual System Replacement

may be based upon any such nonappropriation.

7.3 Cause Termination for Default or Breach:

7.3.1 A default or breach may be declared with or without termination.

7.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

7.3.2.1 If **CONTRACTOR** fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or any SERVICES called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

7.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or SERVICES or any services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

7.3.2.3 If **CONTRACTOR** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

7.3.2.4 If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONTRACTOR'S** ability to perform; or

7.3.2.5 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONTRACTOR**, or any agent or representative of **CONTRACTOR**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

7.3.2.6 If it is found by **CITY** that **CONTRACTOR** has failed to disclose any material conflict of interest relative to the performance of this Contract.

7.4 Time to Correct (Declared Default or Breach):

7.4.1 Termination upon a declared default or breach may be exercised only after providing seven (7) calendar days written notice of default or breach, and the subsequent failure of the defaulting or breaching party, within five (5) calendar days of providing that default or breach notice, to provide evidence satisfactory to the aggrieved party demonstrating that the declared default or breach has been corrected. Time to correct shall run concurrently with any notice of default or breach and such time to correct is not subject to any stay with respect to the nonexistence of any Notice of Termination. Untimely correction shall not void the right to termination otherwise properly noticed unless waiver of the noticed default or breach is expressly provided in writing by the aggrieved party. There shall be no time to correct with respect to any notice of termination without cause or termination for nonappropriation.

7.5 Winding Up Affairs Upon Termination:

7.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 7.5** survive termination:

INDEPENDENT CONTRACTOR AGREEMENT
Contract No. 1718-161
Title: CourtSmart Audio/Visual System Replacement

7.5.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination; and

7.5.1.2 **CONTRACTOR** shall satisfactorily complete SERVICES in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**; and

7.5.1.3 **CONTRACTOR** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**; and

7.5.1.4 **CONTRACTOR** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with "**Section 19**".

7.6 Notice of Termination:

7.6.1 Unless otherwise specified in this Contract, termination shall not be effective until seven (7) calendar days after a party has provided written notice of default or breach, or notice of without cause termination. Notice of Termination may be given at the time of notice of default or breach, or notice of without cause termination. Notice of Termination may be provided separately at any time after the running of the 7-day notice period, and such termination shall be effective on the date the Notice of Termination is provided to the party unless a specific effective date is otherwise set forth therein. Any delay in providing a Notice of Termination after the 7-day notice period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).

8. REMEDIES:

Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorney's fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour. **CITY** may set off consideration against any unpaid obligation of **CONTRACTOR** to **CITY**.

9. LIMITED LIABILITY:

CITY will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this Contract. Damages for any **CITY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONTRACTOR**, for the fiscal year budget in existence at the time of the breach. **CONTRACTOR'S** tort liability shall not be limited.

10. FORCE MAJEURE:

Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

11. INDEMNIFICATION:

11.1 To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41,

INDEPENDENT CONTRACTOR AGREEMENT
Contract No. 1718-161
Title: CourtSmart Audio/Visual System Replacement

each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this Section.

11.2 Except as otherwise provided in **Subsection 11.4** below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

11.2.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and

11.2.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

11.3 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

11.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

12. INDEPENDENT CONTRACTOR:

12.1 **CONTRACTOR**, as an independent contractor, is a natural person, firm or corporation who agrees to perform SERVICES for a fixed price according to his or its own methods and without subjection to the supervision or control of the **CITY**, except as to the results of the SERVICES, and not as to the means by which the SERVICES are accomplished.

12.2 It is mutually agreed that **CONTRACTOR** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted SERVICES pursuant to this Contract. **CONTRACTOR** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

12.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONTRACTOR** or any other party.

12.4 **CONTRACTOR**, in addition to **Section 11** (INDEMNIFICATION), shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONTRACTOR'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

12.5 Neither **CONTRACTOR** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

13. INSURANCE REQUIREMENTS (GENERAL):

13.1 NOTICE: The following general insurance requirements shall apply unless these general

INDEPENDENT CONTRACTOR AGREEMENT
Contract No. 1718-161
Title: CourtSmart Audio/Visual System Replacement

requirements are altered by any specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties.

13.2 **CONTRACTOR**, as an independent contractor and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.

13.3 **CONTRACTOR** shall not commence work before: (1) **CONTRACTOR** has provided the required evidence of insurance to **CITY** Purchasing and Contracts, and (2) **CITY** has approved the insurance policies provided by **CONTRACTOR**.

13.4 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.

13.5 *Insurance Coverage (13.6 through 13.23):*

13.6 **CONTRACTOR** shall, at **CONTRACTOR'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONTRACTOR** and shall continue in force as appropriate until the later of:

13.6.1 Final acceptance by **CITY** of the completion of this Contract; or

13.6.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.

13.6.3 Any insurance or self-insurance available to **CITY** under its coverage(s) shall be in excess of and non-contributing with any insurance required from **CONTRACTOR**. **CONTRACTOR'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONTRACTOR** shall provide **CITY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONTRACTOR** has knowledge of any such failure, **CONTRACTOR** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

13.7 *General Insurance Requirements (13.8 through 13.23):*

13.8 **Certificate Holder:** Each certificate shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701 as a certificate holder.

13.9 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONTRACTOR**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

13.10 **Waiver of Subrogation:** Each liability insurance policy, except for professional liability, shall provide for a waiver of subrogation in favor of City.

13.11 **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

13.12 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CONTRACTOR** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONTRACTOR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by **CITY**.

INDEPENDENT CONTRACTOR AGREEMENT
Contract No. 1718-161
Title: CourtSmart Audio/Visual System Replacement

13.13 **Policy Cancellation:** Except for ten (10) calendar days' notice for non-payment of premium, premium, **CONTRACTOR** or its insurers must provide thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts if any policy will be canceled, non-renewed or if required coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701. When available, each insurance policy shall be endorsed to provide thirty (30) days' notice of cancellation, except for ten (10) days' notice for non-payment of premium, to City.

13.14 **Approved Insurer:** Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers under federal and Nevada law and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

13.15 **Evidence of Insurance:** Prior to commencement of work, **CONTRACTOR** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 3, Carson City, NV 89701:

13.16 **Certificate of Insurance:** **CONTRACTOR** shall furnish City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein. The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONTRACTOR**.

13.17 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per **Subsection 13.9** (Additional Insured).

13.18 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess insurance policy may be required.

13.19 **Review and Approval:** Documents specified above must be submitted for review and approval by **CITY** Purchasing and Contracts prior to the commencement of work by **CONTRACTOR**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONTRACTOR** shall relieve **CONTRACTOR** of **CONTRACTOR'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONTRACTOR** or its sub-contractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

13.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

CONTRACTOR shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence.

13.20.1 *Minimum Limits required:*

13.20.2 Two Million Dollars (\$2,000,000.00) - General Aggregate.

13.20.3 Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate.

13.20.4 One Million Dollars (\$1,000,000.00) - Each Occurrence.

13.20.5 CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and

INDEPENDENT CONTRACTOR AGREEMENT
Contract No. 1718-161
Title: CourtSmart Audio/Visual System Replacement

advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)].

- 13.20.6 City and County of Carson City, Nevada, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, and under the commercial umbrella, if any.
- 13.20.7 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.
- 13.20.8 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.
- 13.20.9 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive subrogation against City with respect to any loss paid under the policy.
- 13.21 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**
- 13.21.1 *Minimum Limit required:*
- 13.21.2 Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.
- 13.21.3 Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.
- 13.21.4 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by **CONTRACTOR** pursuant this Contract.
- 13.22 **PROFESSIONAL LIABILITY INSURANCE**
- 13.22.1 *Minimum Limit required:*
- 13.22.2 **CONTRACTOR** shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.
- 13.22.3 Retroactive date: Prior to commencement of the performance of this Contract.
- 13.22.4 **CONTRACTOR** will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, **CONTRACTOR** shall purchase Extended Reporting Period coverage for claims arising out of **CONTRACTOR's** negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended

INDEPENDENT CONTRACTOR AGREEMENT
Contract No. 1718-161
Title: CourtSmart Audio/Visual System Replacement

Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.

13.22.5 A certified copy of this policy may be required.

13.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

13.23.1 **CONTRACTOR** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

13.23.2 **CONTRACTOR** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONTRACTOR** is a sole proprietor; that **CONTRACTOR** will not use the services of any employees in the performance of this Contract; that **CONTRACTOR** has elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and that **CONTRACTOR** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

13.23.3 **CONTRACTOR** waives all rights against City and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract. Contractor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

14. BUSINESS LICENSE:

14.1 **CONTRACTOR** shall not commence work before **CONTRACTOR** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.

14.2 The Carson City business license shall continue in force until the later of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

15. COMPLIANCE WITH LEGAL OBLIGATIONS:

CONTRACTOR shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or SERVICES or any services of this Contract.

CONTRACTOR will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONTRACTOR** in accordance with NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

16. WAIVER OF BREACH:

Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

17. SEVERABILITY:

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

INDEPENDENT CONTRACTOR AGREEMENT
Contract No. 1718-161
Title: CourtSmart Audio/Visual System Replacement

18. ASSIGNMENT / DELEGATION:

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONTRACTOR** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this Contract.

19. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONTRACTOR** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

20. PUBLIC RECORDS:

Pursuant to NRS 239.010, information or documents received from **CONTRACTOR** may be open to public inspection and copying. **CITY** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONTRACTOR** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that **CONTRACTOR** thereby agrees to indemnify and defend **CITY** for honoring such a designation. The failure to so label any document that is released by **CITY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

21. CONFIDENTIALITY:

CONTRACTOR shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONTRACTOR** to the extent that such information is confidential by law or otherwise required by this Contract.

22. FEDERAL FUNDING:

22.1 In the event federal grant funds are used for payment of all or part of this Contract:

22.1.1 **CONTRACTOR** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

22.1.2 **CONTRACTOR** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

INDEPENDENT CONTRACTOR AGREEMENT
Contract No. 1718-161
Title: CourtSmart Audio/Visual System Replacement

22.1.3 **CONTRACTOR** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

22.1.4 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONTRACTOR** and its subcontractors shall comply with: American Iron and Steel (AIS) provisions of P.L. 113- 76, Consolidated Appropriations Act, 2014, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. §635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA) 49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

23. LOBBYING:

23.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

23.1.1 Any federal, state, county or local agency, legislature, commission, council or board;

23.1.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

23.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

24. GENERAL WARRANTY:

CONTRACTOR warrants that it will perform all SERVICES required hereunder in accordance with the prevailing standard of care by exercising the skill and care normally required of individuals performing the same or similar SERVICES, under the same or similar circumstances, in the State of Nevada.

25. PROPER AUTHORITY:

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONTRACTOR** acknowledges that this Contract is effective only after approval by the Carson City Board of Supervisors and only for the period of time specified in this Contract. Any SERVICES performed by **CONTRACTOR** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONTRACTOR**.

26. GOVERNING LAW / JURISDICTION:

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONTRACTOR** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

27. ENTIRE CONTRACT AND MODIFICATION:

This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general

INDEPENDENT CONTRACTOR AGREEMENT
Contract No. 1718-161
Title: CourtSmart Audio/Visual System Replacement

conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. Conflicts in language between this Contract and any other agreement between **CITY** and **CONTRACTOR** on this same matter shall be construed consistent with the terms of this Contract. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

28. ACKNOWLEDGMENT AND EXECUTION:

This Contract may be executed in counterparts. The parties hereto have caused this Contract to be signed and intend to be legally bound thereby as follows:

CITY

Chief Financial Officer
Attn: Laura Rader, Purchasing & Contracts Administrator
Purchasing and Contracts Department
201 North Carson Street, Suite 2
Carson City, Nevada 89701
Telephone: 775-283-7362
Fax: 775-887-2107
Lrader@carson.org

CITY'S LEGAL COUNSEL

Carson City District Attorney

I have reviewed this Contract and approve as to its legal form.

By: _____
Jason Link, Chief Financial Officer

By: _____
Deputy District Attorney

Dated _____

Dated _____

CONTRACTOR will not be given authorization to begin work until this Contract has been signed by Purchasing and Contracts

BY: Laura Rader, CPPB
Purchasing & Contracts Administrator

Acct#101-4710-412.70-40
#236-4700-412.70-40, 275-4700-412.70-40

By: _____

Dated _____

INDEPENDENT CONTRACTOR AGREEMENT
Contract No. 1718-161
Title: CourtSmart Audio/Visual System Replacement

Undersigned deposes and says under penalty of perjury: That he/she is **CONTRACTOR** or authorized agent of **CONTRACTOR**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions and requirements thereof.

CONTRACTOR

BY: Andrew J. Treinis

TITLE: President/CEO

FIRM: CourtSmart Digital Systems

CARSON CITY BUSINESS LICENSE #: n/a

Address: 51 Middlesex Street

City: N. Chelmsford **State:** MA **Zip Code:** 01863

Telephone: 978-251-3300

E-mail Address: andy@courtsmart.com

(Signature of Contractor)

DATED _____

STATE OF _____)

)ss

County of _____)

Signed and sworn (or affirmed before me on this _____ day of _____, 20__.

(Signature of Notary)

(Notary Stamp)

INDEPENDENT CONTRACTOR AGREEMENT
Contract No. 1718-161
Title: CourtSmart Audio/Visual System Replacement

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of March 1, 2018 approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 1718-161**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

ROBERT L. CROWELL, MAYOR

DATED this 1st day of March, 2018.

ATTEST:

SUSAN MERRIWETHER, CLERK-RECORDER

DATED this 1st day of March, 2018.



REV.6 QUOTATION SOW

Prepared for

First Judicial District Court
Carson City, Nevada

17 December 2017



First Judicial District Court
State of Nevada
Carson City



STATEMENT OF WORK:

This SOW incorporates the installation of a digital recording and audio video systems for a total of six (6) courtrooms in the First Judicial District. There will be separate specific quotations for District Court (2 rooms), Justice-Municipal Court (2 rooms), Specialty Court (1 room), and Juvenile Court (1 room) for a total of six (6) courtrooms. Separate quotations will be included for each of the 4 different courts but the SOW, functions and assumptions will remain the same unless otherwise noted.

After several discussions and considerations we are suggesting a change that is in accord with the response to the questions asked by Scott and submitted to you for review. The biggest change is described in Question 1, the backup solution. Initially, *CourtSmart* was going to provide dual servers as primary and backup redundant recording but a change in cameras to HD and not wanting to rely on the network for both recording streams, the new solution will be more reliable, provide the HD video encoding in the courtroom and save the cost of the second server.

This new quotation will eliminate the servers from the quotation as the Court indicated that they will provide the server. I have added the workstations that will reside in the courtroom and provide the backup recording and HD video encoding. Should you chose to supply those as well that will be deducted. I would not advise doing that because I do not think there is that much to be saved and we would maintain those systems as they are critical.

Juvenile Court for the time being will be a standalone recording solution. It was thought that there was a fiber link form Juvenile Court to the Public Safety Building (PSB). This assumption is incorrect for now and therefore the server in PSB cannot record Juvenile as the primary recorder until a reliable high speed connection is available. Therefore, we are proposing a DELL workstation, RAID enabled to be the recorder for Juvenile. If a second recorder is desired we can put the same DELL PC in the AV rack that we are proposing for the other courtrooms. If a high speed connection can be established within a few months there would be no need for a secondary recorder but if not then it might be advisable. I will quote it as an option on the Juvenile quotation.

We are providing to you with the current functionality, switching camera images, upgraded Wi-Fi presentation and control system functionality that you currently do not have. We are further proposing a significant upgrade to the recording system offering a fully redundant recording platform and the ability to integrate with your CMS system.

We are trying to use whatever technology is salvageable, such as speakers and the video conferencing CODEC without compromising the integrity of the recording system. It is also quite important that, rather than upgrade what you have at an expense that cannot be recovered, that you move forward with the system that can be implemented along with your CMS system. *CourtSmart* is also providing with our quotation the ability to convert and index your existing JAVS recordings on the *CourtSmart* system. These would then be available to search and play on the *CourtSmart* servers along with the new recordings. This is a big advantage in protecting your legacy recordings and not requiring the maintenance or continued use of any JAVS components.

CourtSmart will install and update new AV hardware and software to correct any current issues found in a site visit and discussions with court staff. *CourtSmart* will also replace the JAVS audio/video recording system with new servers and required additional hardware to provide a secure, reliable, record of courtroom proceedings. There are currently six (6) courtrooms that will require these updates and additions. These rooms will digitally record all audio and video signals on a *CourtSmart* server located on the court/county network and provided by the Court. Audio signals will be transported over the court/county network via DANTE digital transport to the Primary Server. Video signals will be encoded in each courtroom and then forwarded to the primary server for recording with the audio. There will be a PC in each courtroom or audio rack that will record directly from the mixers as a backup in the event of a network failure and encode the video stream. Should such an event occur, files recorded on the local PC will automatically update the server and database once network connections are restored.

CourtSmart is proposing to install a primary recording server in the PSB, DANTE encoders in new DSP mixers and additional hardware as proposed below. The new server needs to be configured with Microsoft Server operating systems and Microsoft SQL. All data will be recorded to the RAID arrays on the server and automatically archived to either removable media or SAN storage at the discretion of the Court.

CourtSmart, at this time, is proposing to keep in place certain AV equipment in an effort to keep costs in line and minimize installation times. Such items include speakers, Polycom Video Conferencing, ADA assisted listening systems, existing courtroom monitors and displays. These items can all be replaced, and should be, at a later time as budgets allow. Replacing the existing cameras with HD cameras will enable you to record higher quality images for both the proceedings and video conferencing.

There will be no additional service or support charges for the first year after installation on all goods installed and supplied by *CourtSmart*. This will include any applicable software updates as well.

New functionality will be provided with this upgrade to include:

1. New HD cameras and control for recording proceedings and evidence. The Crestron control system could also be programmed to automatically switch to HD when a close up for example is shown.
2. New microphones and muting bases
3. The new video switching system will produce a multiplexed image of all cameras if there are multiple microphones that are hot at the same time eliminating continuous switching and providing more of a view from all cameras in that situation.
4. A new Crestron control system for controlling recording, conferencing, video displays and the AV system. This is essentially to gain control over the technology and provide such function as sidebar masking and selective display control for judge preview of evidence.
5. The ability to mute the PA system with audio controls at the bench
6. **CourtSmart** will re-tap and balance the existing speakers for more sound reinforcement without feedback. The current 2 zone amplifiers will be replaced with 4 zone amplifiers for better sound control and gain before feedback **CourtSmart** will also install an additional powered mini speaker for the bench to assist in any hearing issues as part of this installation should that be required,
7. **CourtSmart** will install a new digital recording system with redundant recording (optional in Juvenile) and will provide an API in accord with the documentation previously provided to the court regarding integration with the CMS system.
8. **CourtSmart** will install a Wi-Fi evidence presentation solution that connects to the existing monitors enabling parties to BYOD to court.
9. **CourtSmart** recording indicator display and IP controller for positive identification of system function within the courtroom.
10. Control of the Polycom Codec with the Crestron control system for function selection and phone directory selection.
11. A 1-year warranty on all hardware and software supplied and installed by **CourtSmart**, This includes parts and labor as well as software updates.
12. **CourtSmart** will begin working with your CMS vender on the integration process at your direction.
13. JAVS conversion and indexing software will be installed to assist the conversion of existing files to reside on the **CourtSmart** servers and indexed through the **CourtSmart** ODBC database.

All server and client software will also be installed with the latest applicable **CourtSmart** releases.

ASSUMPTIONS:

1. Wiring shall be the responsibility of Carson City including network, audio, and wiring.
2. Carson City shall furnish all client/workstations connected to the Local Area Network unless otherwise specified and provide the central recording server that will be located in PSB.

3. **CourtSmart** shall provide audio sound reinforcement systems and video systems per specifications below.
4. **CourtSmart** shall provide installation of all supplied hardware and software as well as provide the training of required staff.
5. **CourtSmart** assumes that the specifications, functionality and needs as presented to us by Court staff are accurate and complete as stated verbally and in writing. Should any of these needs change it may require that we amend our proposal and pricing. Our proposal is based upon the statements provided to us by the Court staff:
6. The Court will continue to use the existing ADA system, Polycom Video Conferencing system, speakers, displays, and current courtroom PCs.

HD Video – 2 District Courtrooms

ITEM	DESCRIPTION	QTY	COST EA	TOTAL
1. Audio/Video	Courtroom Audio/Video See Matrix below for product identification Includes new microphones and bases	2	\$ 29,865	\$ 59,730
2. Software	CourtSmart Server Software All server application software, Includes audio/video recording, and archiving. JAVS conversion software will be installed.	2	\$ 7,000	\$ 14,000
	CourtSmart Full Client License	3	\$ 1,000	\$ 3,000
3. Server	Recording Server DELL R530 XEON Dual E5-2620 16.0 GB Memory, RAID 6, 16.0 TB, Server 2012 SQL	1	<u>Provided by Court</u>	
4. Cameras	2.1 MP HD	10	\$ 840	\$ 8,400
5. Installation and Training-	A/V			\$ 10,000

TOTAL

\$ 95,130

Annual Support costs after 1 year warranty, includes all hardware and Software installed by CourtSmart

\$ 10,216

Five year true cost of ownership includes initial cost, 1 year warranty 4 years of annual support

\$ 136,992

AUDIO/HD-VIDEO	QTY/RM
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Crestron Control System with touch panel control	1
5x5 Composite Video/Audio Switcher HD-SDI	1
Presentation Scalar switcher 9 input with Ethernet	1
HDMI Distribution Amplifier, transmitter, receiver	1
DSP Audio Mixer – 12 x 8 DANTE and AEC	1
Powered Nano speaker	1
Microphones – AKG	7
BFL Recording Display and Controller	1
Crest 8 Channel Camera Power Supply	1
Wi-Fi Evidence Presentation	1
UPS	1
Wireless Tablet for Crestron	1
Miscellaneous parts, connectors, wiring	1
Crown 4-channel amplifier	1

HD-SDI Cameras 5/room	10
Microphone Muting Bases	6
Installation AV	
AV PC for video encoding backup recording	1

At our recent meeting we discussed the ability to add a security/surveillance client for the Marshalls office and the ability to drive docket displays from the CourtSmart server software. I will include these two items as options for you to consider now or add later when funding becomes available. The docket information will be passed to the CourtSmart server from your CMS system or docketing system whichever the court uses now.

Security/Surveillance observation and recording with a separate courtroom overview camera.

IP Camera HD	5@ \$750 each	\$ 3,750
Video Security Software includes server and 4 clients		\$ 5,000

Docket display system assumes the court provides the displays to CourtSmart specifications and all network connectivity. The number of displays can be whatever number is practical provided there is enough network bandwidth to support the data stream.

No additional software charges

Please note that the above hardware and software will be covered for the first year after installation at no additional cost to the Court on all *CourtSmart* supplied and installed products.

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.

CourtSmart proprietary software is provided in accord with *CourtSmart's* End-User Licensing Agreement (EULA) that provides 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 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.



REV.5 QUOTATION 2 COURTROOMS

Prepared for

Carson City Justice/Municipal Court

Carson City, Nevada

17 December 2017



**First Judicial District Court
State of Nevada
Carson City**



STATEMENT OF WORK:

Please see the Rev.6 Site Statement of Work that precedes this price quotation.

HD Video – 2 Justice/Municipal Courtrooms

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>COST EA</u>	<u>TOTAL</u>
1. Audio/Video	Courtroom Audio/Video See Matrix below for product identification Includes new microphones and mute bases	2	\$ 29,865	\$ 59,730
2. Software	<i>CourtSmart</i> Server Software All server application software, Includes audio/video recording, and archiving. JAVS conversion software will be installed.	2	\$ 7,000	\$ 14,000
	<i>CourtSmart</i> Full Client License	5	\$ 1,000	\$ 5,000
3. Server	Recording Server DELL R530 XEON Dual E5-2620	1	<u>Provided by Court</u>	

16.0 GB Memory, RAID 6, 16.0 TB,
 Server 2012
 SQL

4. Cameras	2.1 MP HD	10	\$ 840	\$ 8,400
5. Installation and Training-	A/V and IT			\$ 15,000

TOTAL **\$ 102,130**

Annual Support costs after 1 year warranty, includes all hardware and Software installed by CourtSmart **\$ 10,456**

Five year true cost of ownership includes initial cost, 1 year warranty 4 years of annual support **\$ 143,952**

AUDIO/HD-VIDEO	QTY/RM
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Crestron Control System with touch panel control	1
5x5 Composite Video/Audio Switcher HD-SDI	1
Presentation Scalar switcher 9 input with Ethernet	1
HDMI Distribution Amplifier, transmitter, receiver	1
DSP Audio Mixer – 12 x 8 DANTE and AEC	1
Powered Nano speaker	1
Microphones – AKG plus muting bases	7
BFL Recording Display and Controller	1

Crest 8 Channel Camera Power Supply	1
Wi-Fi Evidence Presentation	1
UPS	1
Wireless Tablet for Crestron	1
Miscellaneous parts, connectors, wiring	1
HD-SDI Cameras 5/room	10
Crown 4-channel amplifier	1
Microphone Muting Bases	6
Installation and Training AV/IT	
AV PC for video encoding and backup recording	1

Please note that the above hardware and software will be covered for the first year after installation at no additional cost to the Court on all installed products.



**REV. 1 QUOTATION
1 SPECIALTY COURTROOM**

Prepared for

First Judicial District Court
Carson City, Nevada

17 December 2017



First Judicial District Court
State of Nevada
Carson City



STATEMENT OF WORK:

Please see the Rev.6 Site Statement of Work that precedes this price quotation.

HD Video – 1 District Specialty Courtroom

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>COST EA</u>	<u>TOTAL</u>
1. Audio/Video	Courtroom Audio/Video See Matrix below for product identification Includes new microphones and bases	1	\$ 29,865	\$ 29,865
2. Software	<i>CourtSmart</i> Server Software All server application software, Includes audio/video recording, and archiving. JAVS conversion software will be installed.	1	\$ 7,000	\$ 7,000
	<i>CourtSmart</i> Full Client License	2	\$ 1,000	\$ 2,000
3. Cameras	2.1 MP HD	5	\$ 840	\$ 4,200

4. Installation

A/V

\$ 5,000

TOTAL

\$ 48,065

Annual Support costs after 1 year warranty, includes all hardware and Software installed by CourtSmart

\$ 5,168

Five year true cost of ownership includes initial cost, 1 year warranty 4 years of annual support

\$ 68,736

AUDIO/HD-VIDEO	QTY/RM
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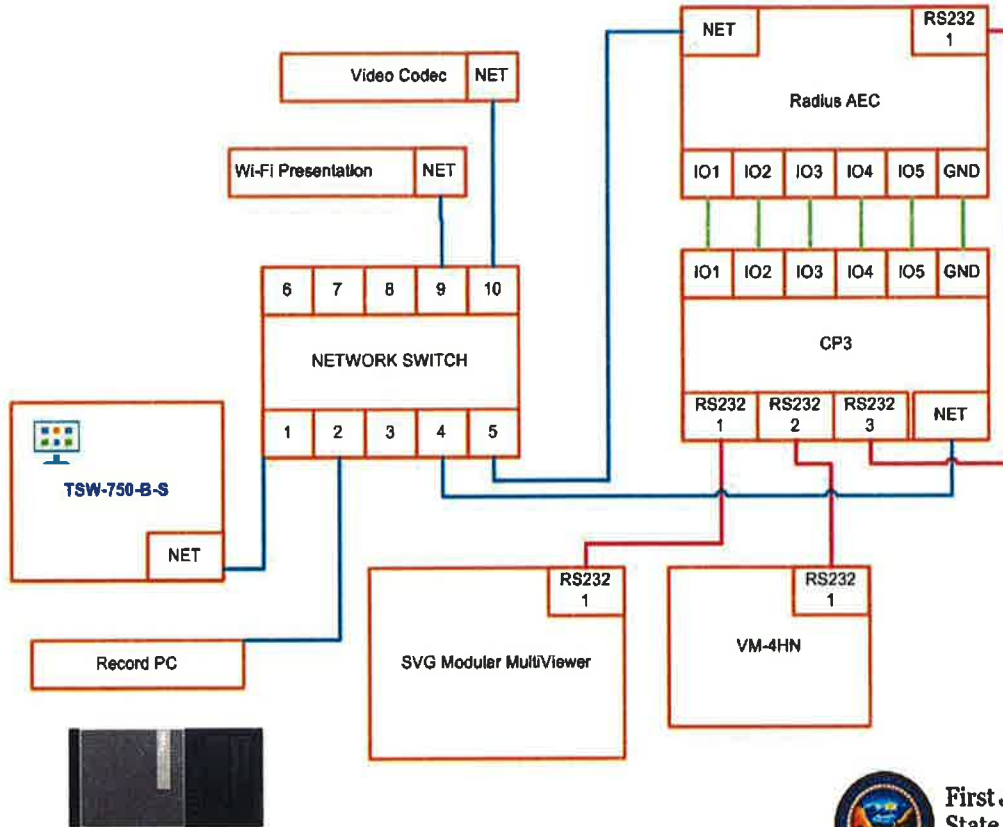
Crestron Control System with touch panel control	1
5x5 Composite Video/Audio Switcher HD-SDI	1
Presentation Scalar switcher 9 input with Ethernet	1
HDMI Distribution Amplifier, transmitter, receiver	1
DSP Audio Mixer – 12 x 8 DANTE and AEC	1
Powered Nano speaker	1
Microphones – AKG	7
BFL Recording Display and Controller	1
Crest 8 Channel Camera Power Supply	1
Wi-Fi Evidence Presentation	1
UPS	1

Wireless Tablet for Crestron	1
Miscellaneous parts, connectors, wiring	1
Crown 4-channel amplifier	1
HD-SDI Cameras 5/room	5
Microphone Muting Bases	6
Installation AV	
AV PC for video encoding and backup recording	1

Please note that the above hardware and software will be covered for the first year after installation at no additional cost to the Court on all installed products.

The following Diagrams are for all PSB Courtrooms

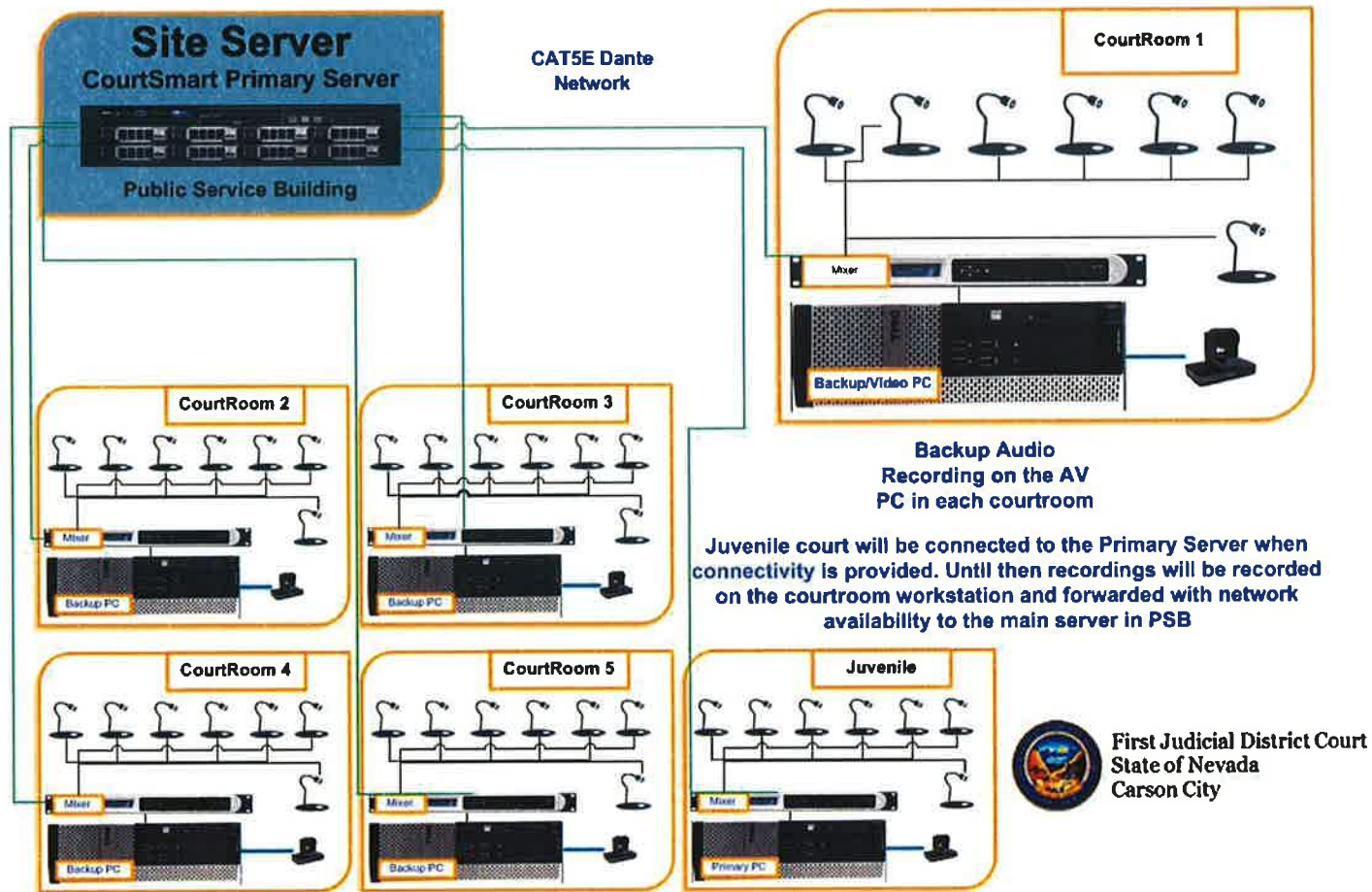
Courtroom Control Wiring



First Judicial District Court
State of Nevada
Carson City

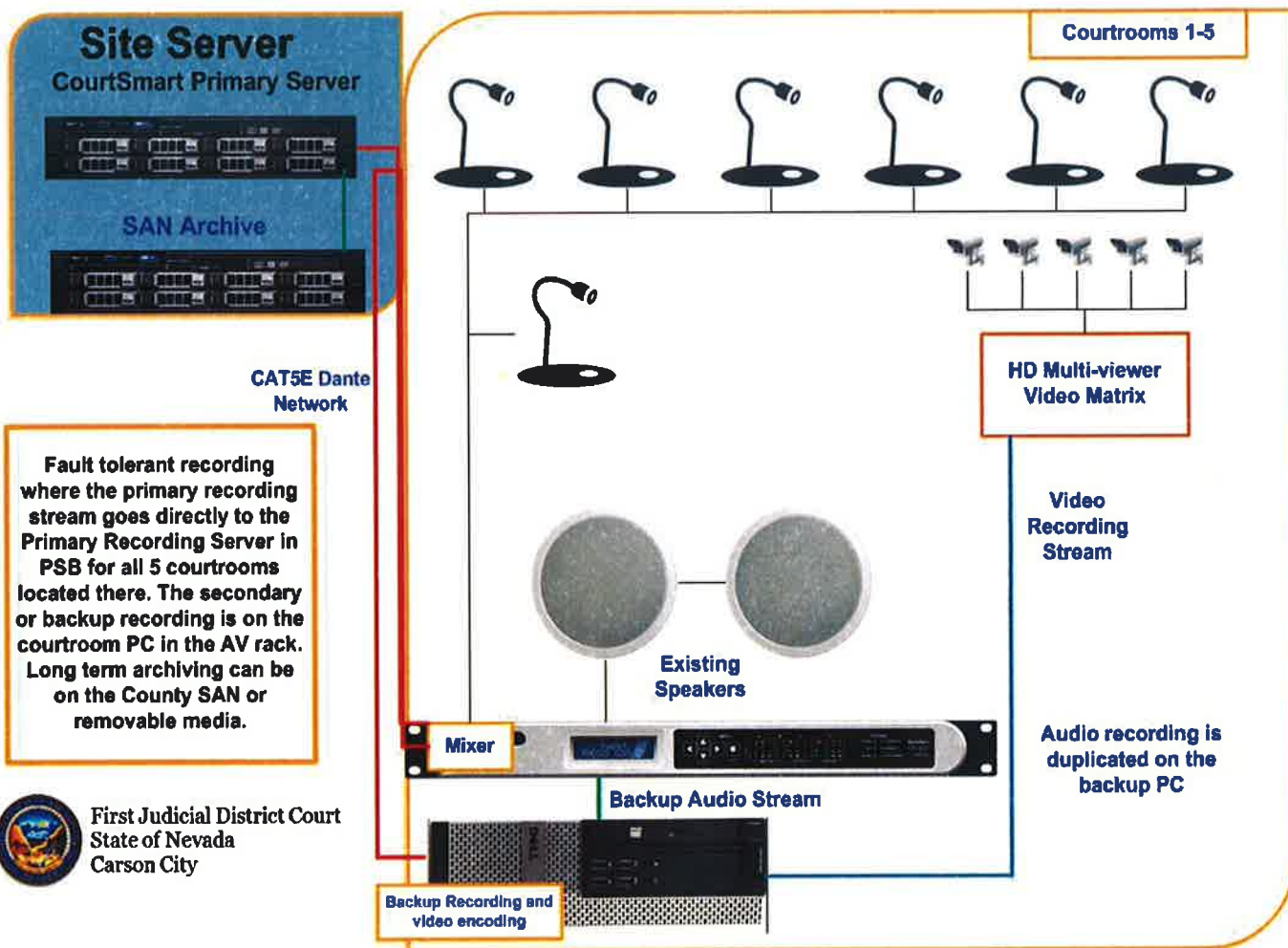
Carson City, Nevada	Control Wiring	6/21/17	V-1.0	SB	 <small>51 Middlesex Street, Unit 123 N. Chatham, MA 01933</small>
Project Title	Page Title	Date	Revision	Engineer	

Dante Routing for Recording- 6 Rooms



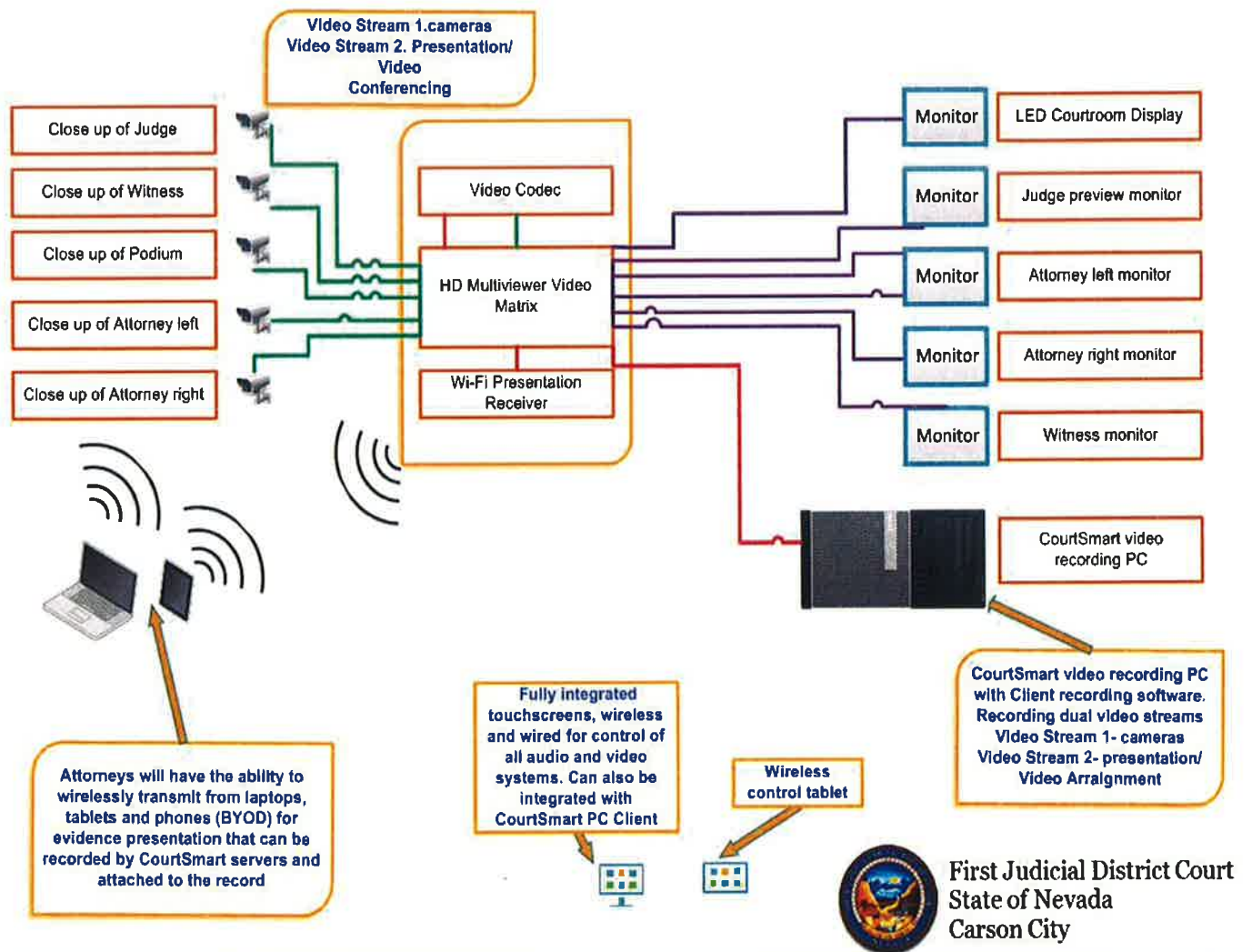
First Judicial District Court, Carson City	Dante Routing District and Juvenile Courtrooms - 6	12/18/17	V-1.2	SB	 51 Middlesex Street, Unit 128 N. Chatham, MA 01963
Project Title	Page Title	Date	Revision	Engineer	

Courtroom Recording Signal Flow




Carson City, Nevada	Audio/Video Recording	12/17/17	V-1.1	SB	 51 Middlesex Street, Unit 125 N. Chelmsford, MA 01933
Project Title	Page Title	Date	Revision	Engineer	

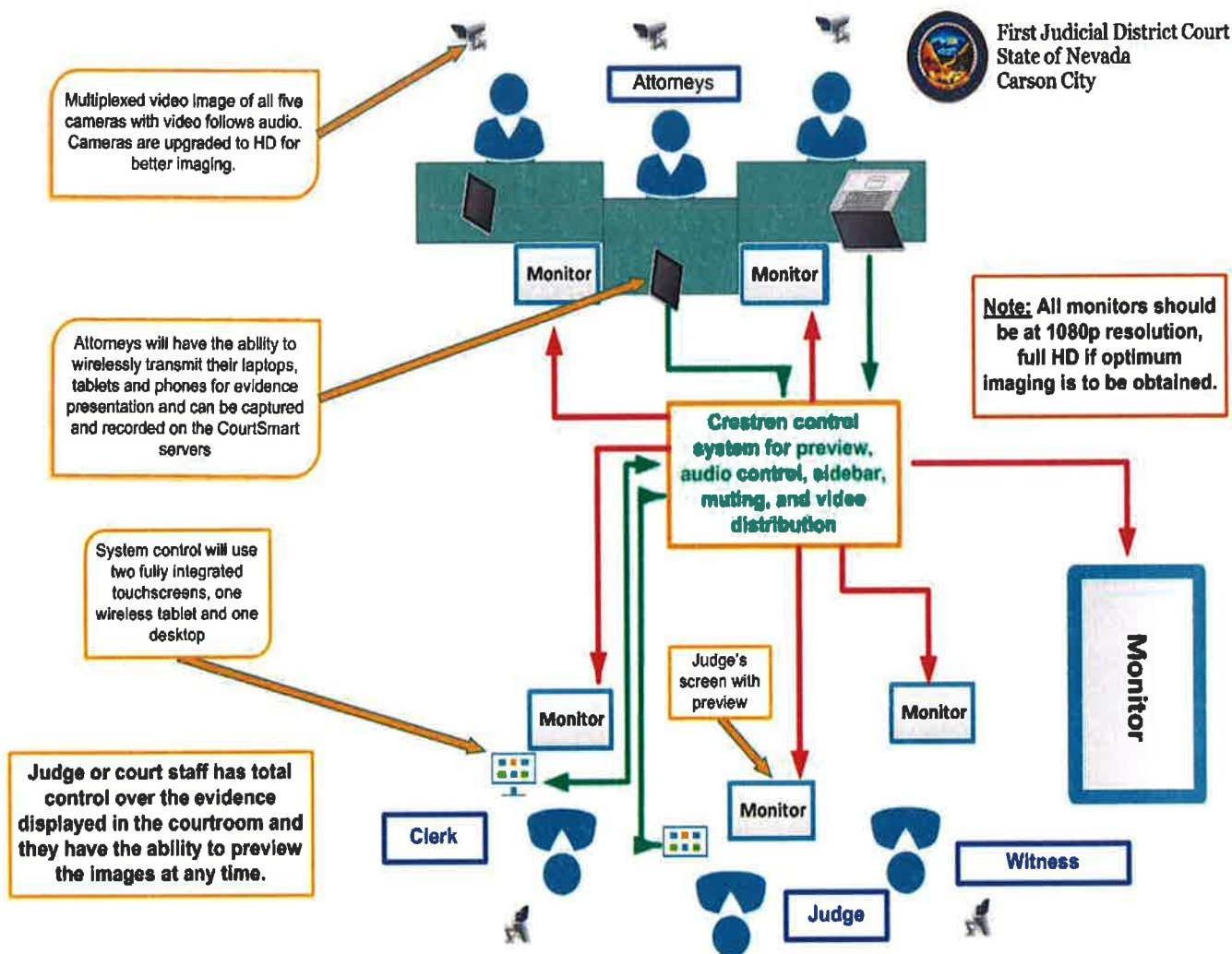
Courtroom Video Signal Flow



First Judicial District Court
State of Nevada
Carson City

First Judicial District Court, Carson City	Video Signal Flow	6/21/17	V-1.0	SB	 <small>51 Middlesex Street, Unit 128 N. Chelmsford, MA 01863</small>
Project Title	Page Title	Date	Revision	Engineer	

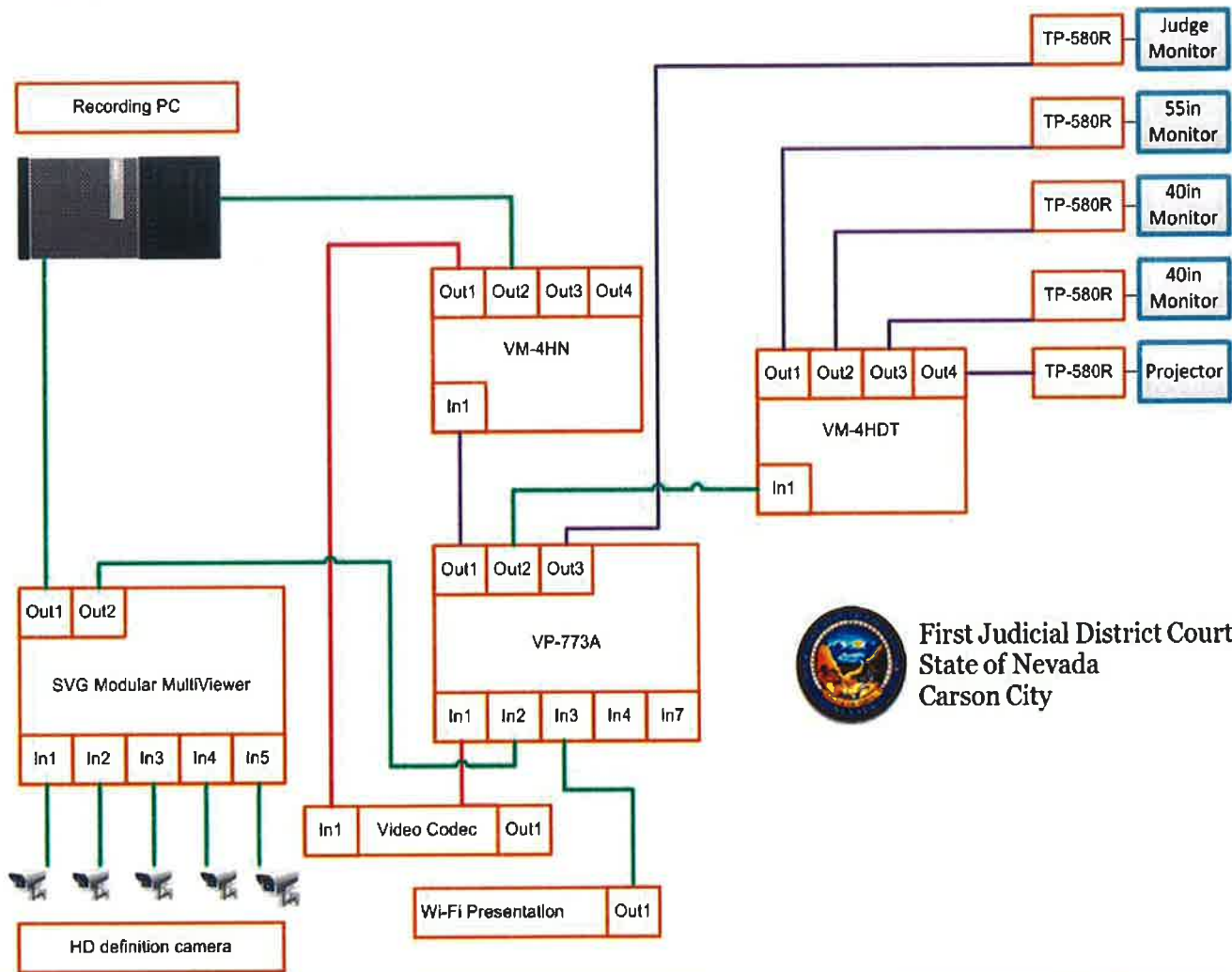
Wi-Fi Evidence Presentation



First Judicial District Court
State of Nevada
Carson City

First Judicial District Court, Carson City	Overview of Wi-Fi Evidence Presentation	6/21/17	V-1.0	SB	 51 Middlesex Street, Unit 128 N. Chelmsford, MA 01863
Project Title	Page Title	Date	Revision	Engineer	

Video Wiring



First Judicial District Court
State of Nevada
Carson City

First Judicial District Court, Carson City, Nevada	Video Wiring	7/20/17	V-1.2	SB	 51 Middlesex Street, Unit 128 N. Chelmsford, MA 01963
Project Title	Page Title	Date	Revision	Engineer	



**REV.3 JUVENILE COURT
1 COURTROOM**

Prepared for

First Judicial District Court
Carson City, Nevada

17 December 2017



First Judicial District Court
State of Nevada
Carson City



PRICE QUOTATION

Carson City County Juvenile Court

STATEMENT OF WORK:

The juvenile courtroom located at 1545 E. 5th Street contains one (1) courtroom currently utilizing a JAVS audio/video recording system similar to the five (5) courtrooms located in the Municipal/Justice Courthouse. Functionally they work the same but the juvenile courtroom does not have an evidence presentation system nor does it have a video conferencing system. The current ADA system will continue to be utilized as will the current speakers assuming they are still good.

This courtroom, unlike the Municipal/Justice courts, will not be centralized. This courtroom will have a standalone recording workstation that will store the recordings and allow the sessions to be archived to DVD or if connected, to the central server located in the PSB for long term storage or disaster recovery. The user software is identical to that of the centralized PSB courthouse so it would be possible at some point, if connectivity exists, to centralize this courtroom with the others and have a true fault tolerant solution.

Users such as Judges, law clerks, attorneys, and other staff can securely access sessions with the same security protocol as the centralized system. A court clerk or judge could easily go from the Municipal/Justice courtrooms to juvenile and not require any additional training to use the system.

Based upon discussions I am including a quotation to replace all A/V infrastructure in the juvenile room with the exceptions noted such as existing speakers and ADA. Current wiring will also be used where possible to save time and cost during installation.

ITEM	DESCRIPTION	QTY	COST EA	TOTAL
1. Audio/Video	Courtroom Audio/Video See Matrix below for product identification New microphones and muting bases	1	\$ 28,315	\$ 28,315
2. Software	<i>CourtSmart</i> Server Software All server application software, Includes audio/video recording, and archiving. JAVS conversion software will be installed.	1	\$ 7,000	\$ 7,000
3. Cameras	2.1 MP HD	3	\$ 840	\$ 2,520
4. Installation and Training-	A/V and IT			\$ 5,000
TOTAL				\$ 42,835

Annual Support costs after 1 year warranty, includes all hardware and Software installed by CourtSmart

\$ 4,540

Five year true cost of ownership includes initial cost, support (4)

\$ 60,995

Please note that the above hardware and software will be covered for the first year after installation at no additional cost to the Court on all installed products.

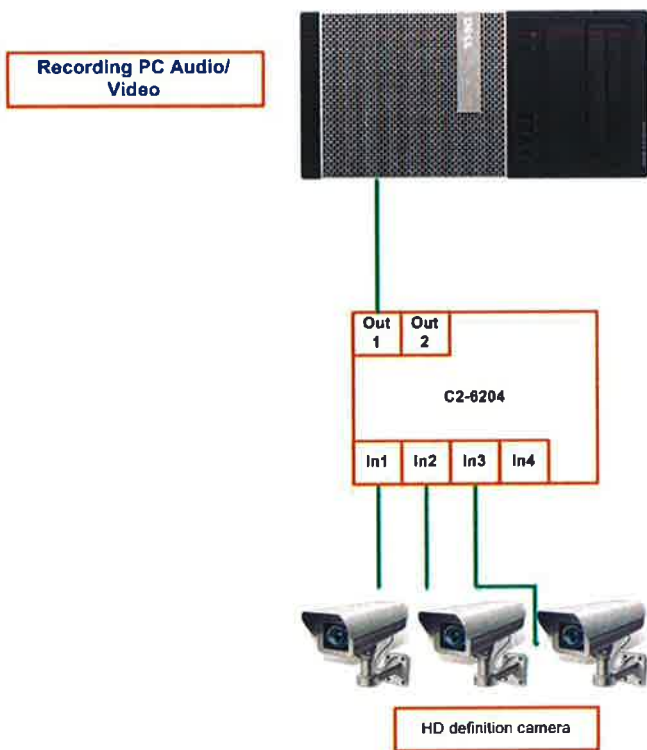
AUDIO/HD-VIDEO	QTY/RM
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Crestron Control System with touch panel control	1
Corio 4-window SDI Processor/switcher	1
Presentation Scalar switcher 9 input with Ethernet	NA
HDMI Distribution Amplifier, transmitter, receiver	NA
DSP Audio Mixer – 12 x 8 DANTE and AEC	1
Powered Nano speaker	NA
Microphones – AKG and muting bases	7
BFL Recording Display USB	1
Crest 8 Channel Camera Power Supply	1
Wi-Fi Evidence Presentation	NA
UPS	1
Wireless Tablet for Crestron	1
Miscellaneous parts, connectors, wiring	1
HD-SDI Cameras	3
Crown 4-channel amplifier	1
DELL 3620 Workstation with RAID	1
Installation and Training AV and IT	

Video Follows Audio- Juvenile



First Judicial District Court
State of Nevada
Carson City

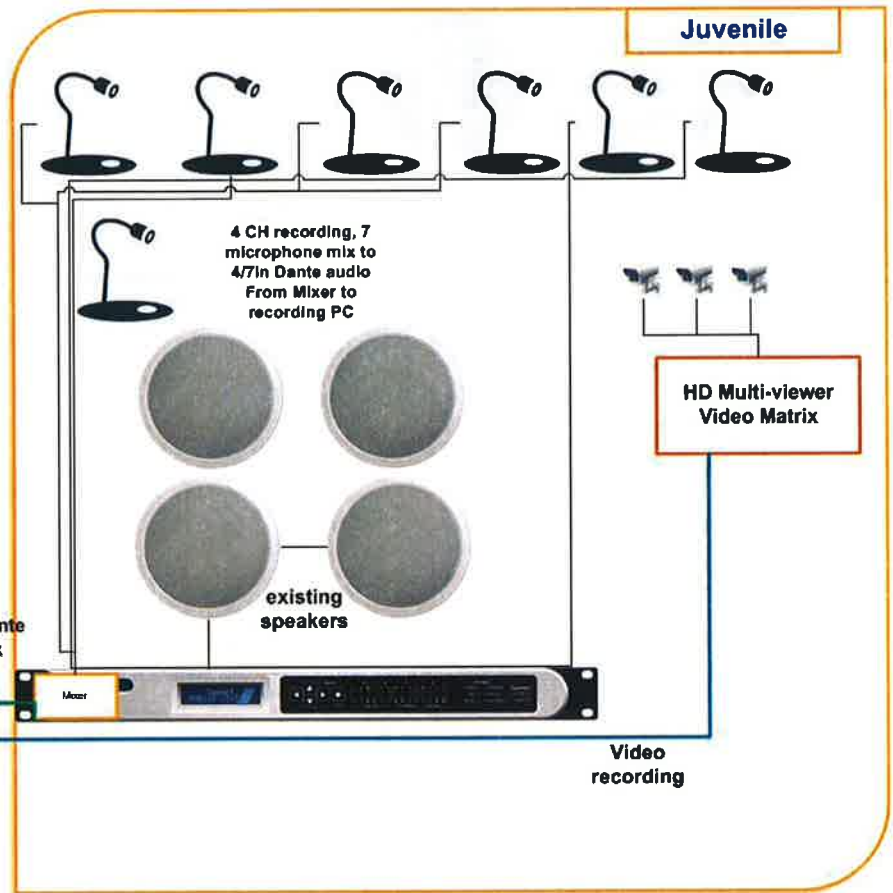


First Judicial District Court, State Of Nevada, Carson City, Juvenile.	Video Wiring	7/17/17	V-1.1	SB	 <small>51 Middlesex Street, Unit 120 N. Chatham, MA 01863</small>
Project Title	Page Title	Date	Revision	Engineer	

Juvenile Courtroom Recording

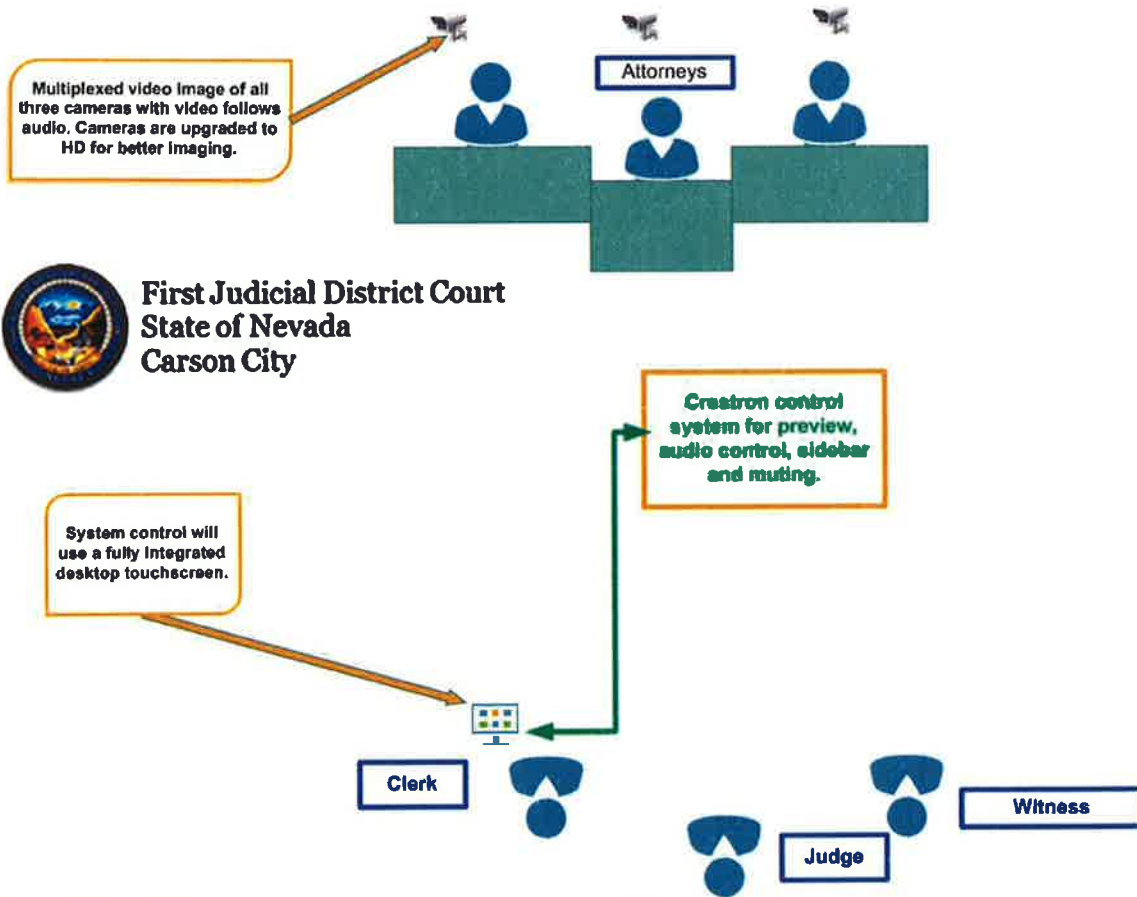


4 Channels of audio along with a switched video image will be recorded and stored on the CourtSmart supplied courtroom workstation. This workstation will operate as a standalone system and will not be connected to the main servers at the Municipal/Justice Courthouse.



First Judicial District Court, State Of Nevada, Carson City, Juvenile.	Recording Signal Flow	7/17/17	V-1.1	SB	 <small>51 Middlesex Street, Unit 128 N. Chelmsford, MA 01863</small>
Project Title	Page Title	Date	Revision	Engineer	

Overview of Juvenile Courtroom



First Judicial District Court, State Of Nevada, Carson City, Juvenile.	Overview	7/17/17	V-1.1	SB	 <small>51 Middlesex Street, Unit 125 N. Chelmsford, MA 01563</small>
Project Title	Page Title	Date	Revision	Engineer	



Recording Indicator Lights



CourtSmart provides Plexiglas recording displays in the courtrooms or hearing rooms to indicate for the bench and parties the status of the recording. For example when the system is recording the displays glow blue from the numerous LED devices in the displays. When the system is not recording the display has no color. Should the system be muted intentionally or there is a problem with a microphone or channel, the display will flash notifying the courtroom and/or control room of a potential problem.

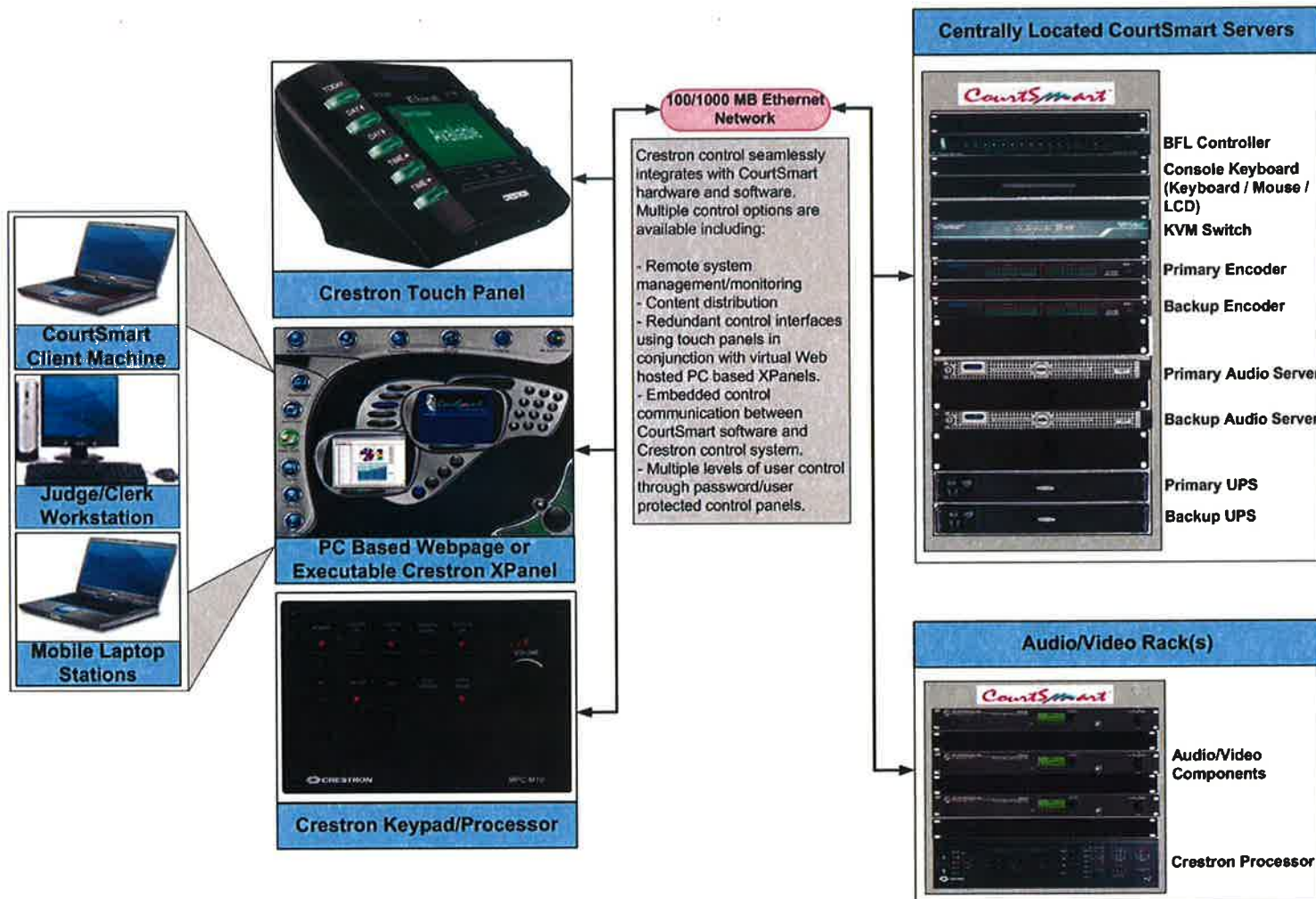
These displays are wired directly to the servers or standalone workstations and display the signals as they are received from the server. These signals, together with the "recording status" active, combine to notify the room of the positive recording state of the system. These displays can be mounted on the bench as shown in the accompanying photo or wall mounted for viewing by all parties. The voltage required is 24 volts DC.



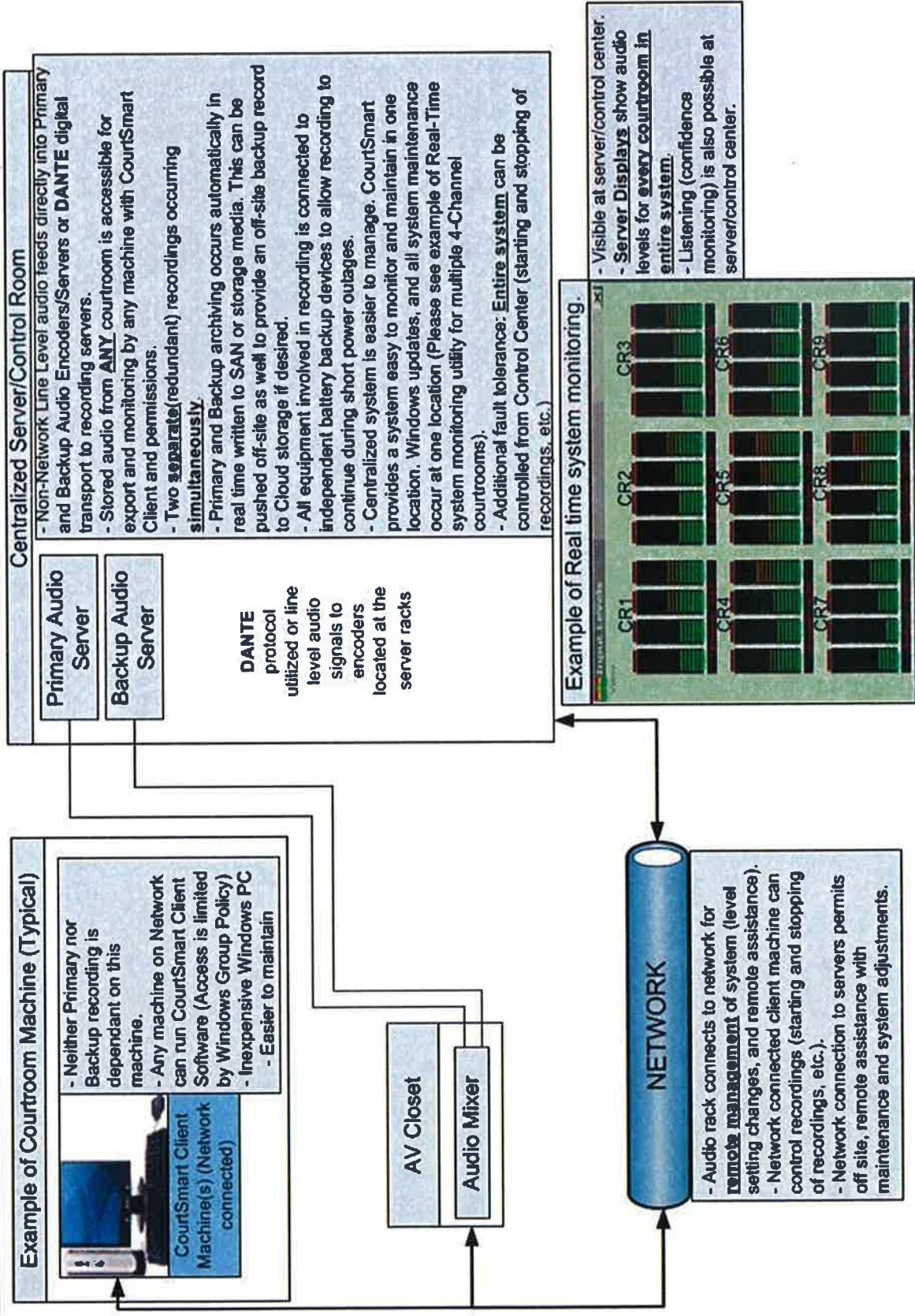
CRESTRON™ INTEGRATION

CourtSmart integrated with Crestron provides enhanced control features streamlining the interface between the *CourtSmart* software and peripheral hardware. Touch panels, keypads and MAC/PC based web pages offer multiple options for control based on the reliable Crestron Series 2 and newly released Series 3 processor families. Complementing the visually appealing Crestron touch panel is a user transparent, *CourtSmart* software interface between the *CourtSmart* Client/Server software and Crestron network based control systems. Visual representation of system status, modes and functions can be reflected in multiple locations. Different users can have control interfaces with different functionality. IT and Support services can take advantage of real-time system information to directly support and remotely assist users.

CourtSmart technicians are Crestron certified and can program and install Crestron systems to meet the requirements of the user.



CourtSmart Client-Server System





Enterprise Class Digital Audio and Video Recording Systems

More than a promise and words, *CourtSmart* walks the talk when it comes to Enterprise Class Technology. Our efforts would never have been realized without our exceptional software engineers and developers. *CourtSmart* software is not a collection of third party applications or “add-ons”. The *CourtSmart* system is a logical, integrated design developed and supported as an Enterprise technology.

Enterprise class systems mean high availability, design integration, security, scalability, and manageability to a standard in excess of a simple standalone system. Enterprise class installations demand and expect a quality of service that goes beyond that deemed “acceptable”. High availability systems must be designed and implemented with that standard in mind. *CourtSmart* systems have achieved a level of availability that far exceeds all others by virtue of its fault-tolerant design.

FAULT TOLERANT RECORDING – when failure is not an option

Fault-tolerant design is a design that enables a system to continue its intended operation rather than failing when some part of the system fails. In an Enterprise Class design such as *CourtSmart* this has been built into the architecture of the system. The term is most commonly used to describe computer-based systems designed to continue more or less fully operational in the event of some partial failure. The *CourtSmart* client/server based technology is specifically designed so that a failure in any part of the recording system will not stop the record from being captured. This means that there are 2 servers, dual encoders or data paths, in the case of digital transport such as DANTE, dual databases, dual archiving systems, and automatic initiation of recording thus preventing failure to initiate the

recording by staff. That is, the system as a whole is not stopped due to problems in the hardware, the software, or failure to initiate the recording by staff.

An often used and misused term, confusing and misleading, other companies claim “fault-tolerance” because they place a recording in two or more locations. What happens if the recording engine fails? What happens if there is a corrupt or inaudible record to write to multiple locations, you have multiple bad records? What happens if a courtroom staff member fails to start the recording? How can a courtroom be notified of a recording problem and protect the proceedings? These are the questions that only can be accurately addressed by a system designed to be operational despite a critical failure in a component, an Enterprise Class System.

Does your recording system really meet this standard of two completely separate recordings and recording paths? *CourtSmart* is the only system that was truly designed with this definition in mind and we walk our talk in reliability and availability.

CourtSmart goes beyond the standard described above and realizes that failure can be user induced as well. We have engineered and installed automatic recording that can be selected for either or both, the primary or backup recording systems. This function can be configured using a variety of factors such as time, sound or motion. We do not believe that failure is an option when it comes to the record and we walk that talk.

WEB SERVICE

In order to integrate applications, such as *CourtSmart*, with today’s Web-based case management systems, a Web Services interface has been developed that will allow such integration. The *CourtSmart* Custom Web Services will help you integrate your court’s *CourtSmart* audio and video recording with web-based CMS and electronic bench systems. The lightweight and flexible *CourtSmart* Web Services expose extendable, configurable interfaces to retrieve and add to your docket. *CourtSmart* hyperlinks to specific playback segments of interest defined in real time by you with a click of a button as the session is being recorded, as well as, other data such as a list of available courtrooms or any searchable information. To provide the most flexible and efficient interfaces for consumption from Java, ASP.NET, PHP, etc., the *CourtSmart* Web Services are implemented with the WCF REST/JSON model targeting Microsoft .NET 3.5 and above and are hosted in IIS 5.1 or above; they also may be easily reconfigured according to the requirements of the consuming system. As with all *CourtSmart* systems the Web

Services implement security measures to prevent attacks such as, for example, SQL injection and take care to implement additional security according to client requirements upon deployment.

EMBEDDED HD SCALING

In today's Enterprise courtroom, high-quality video and audio is essential in communicating, recording the proceedings, presenting evidence and offering participation through network conferencing. The introduction of high-definition video is not without challenges such as increased storage and network bandwidth requirements. Many of our customers have asked us to mitigate some of the factors that make high-definition video costly and challenging. *CourtSmart* walked the talk in response to those video challenges through our new HD video management software. Cost savings, network management, ease of updates and expansion of a system with enhanced software compression are just a few of the many advantages to using the *CourtSmart* video recording solution thus making it an Enterprise class solution.

CourtSmart's software based video recording solutions mean we can provide faster updates, and easily expand the system to suit every customer's particular needs and network availability. Each channel of video can be configured based on each individual requirement. Utilizing the latest software video codecs such as H.264, we can configure a system to provide high-definition video, and with the reduced file sizes use less network resources as a result of the most current compression codecs.

Network traffic can make it difficult to stream video from remote locations to a central recording server. We can configure the system to not only fit within the available bandwidth, but compress the signal at its source thereby greatly reducing the traffic on any network transmission of video.

CourtSmart's video technology continues to provide a complete Enterprise solution for our customers today. We walk the talk with innovation by providing the ability to meet your future needs with cost-effective solutions today.

SYSTEM SECURITY

CourtSmart's Enterprise solution extends the security options to include both data and users. *CourtSmart* authenticates all users to the system and allows your system administrator to determine what functions each user can do and where they are allowed to do them. For example a user can be restricted to a room or groups of rooms, a floor, a building or a process such as criminal or juvenile. The

CourtSmart SQL database tracks all users and their usage on the system and can generate user reports for any specified time period.

CourtSmart extends the reliability and data security by file checking each and every file that is archived or duplicated. *CourtSmart* has a HASH check in the software that assures all archived and duplicated records are authenticated and accurately copied or archived. This eliminates the “missing record” when 6 months later an archived proceeding is retrieved only to learn that it was not properly duplicated. In the event the automatic archiving system detects errors the system notifies the operator that the archive or duplication failed and to retry the operation.

AUTOMATIC SYSTEM CHECKING

An Enterprise Class solution requires an element of automation that affords protection against the daily operations and time constraints that face court employees. In order to ensure that the record is accurately recorded daily microphone and systems checks should be performed for both the primary and backup recording systems. Unfortunately this is not always possible or these essential operations are foregone in favor of other demanding needs. *CourtSmart* has addressed these needs by developing an automatic microphone and system checking procedure that initiates and reports test results from each courtroom at proscribed times and frequencies This automatic process, through the server software program, provides assurance that all systems within the courtroom are functioning properly and that all recording servers are receiving the proper signals from all channels.

ENTERPRISE ACCESS AND COMMUNICATION

Within a major enterprise implementation such as a statewide solution it is necessary to access and control proceedings and courtrooms from a variety of locations. *CourtSmart* has been designed to provide the ability to securely control the recording process from any location where network connectivity is provided. *CourtSmart* application software prevents multiple persons from gaining access to the recording process at the same time by requiring an authorized user to assign specific rooms to control. Once these rooms have been assigned no other user, with the exception of a user with administrative rights, can take control for recording purposes.

Other authorized users can make their own personal log notes and of course view and hear the live proceedings from their work stations. As part of an Enterprise Solution *CourtSmart* provides secured, live, streaming audio and video to any authorized user on the LAN/WAN network. In the case of multiple locations *CourtSmart* search software allows a user to find the proceeding or part of a proceeding regardless of where the proceeding was recorded. Once a search criterion is entered by the user the *CourtSmart* Client software initiates a search to every server on the system and returns any and all results to the user. This saves time and effort when consolidating proceedings or changing venues. All components of a recorded proceeding are automatically included with the audio/video recordings such as all log notes, attachments, and any other ancillary part of the proceeding that was recorded and identified.

Enterprise solutions must also include efficient means to produce transcripts on demand. *CourtSmart* offers a number of functions that facilitate the production of transcripts. *CourtSmart* allows for the secured access by a court reporter of any proceeding over the LAN/WAN. Court staff can also prepare media such as CD or DVD and also send the files to designated transcribers.

MANAGEMENT AND REPORTING

CourtSmart provides an integrated reporting function that provides court administration with the ability to manage and track time, events, users, courtroom usage over a specified period of time allowing for management reporting and information regarding the system and its usage. Additionally the SQL database tracks all changes and all accesses to any proceeding by time, date, and location. This function provides both authentication of the accuracy of the proceedings and complete chain of custody documentation should that ever come into question.

CourtSmart CMS INTEGRATION

CourtSmart has several software developer interfaces available to facilitate integration with a variety of systems including case management systems. *CourtSmart* RESTful web API, client API and docket/calendaring interfaces allow for integration with case management systems such as Tyler Odyssey, CourtView, and customer developed or customized systems such as the Federal Courts, New Jersey, and others.

Available features:

- Court docket/calendar download from case management system to recording system
- Active case selection from case management system
- Recording control from case management system
- Add case notes/tags to recording from case management system
- Send marker/key point to case management system for case
- Audio video playback video using web interface launched from case management system
- **CourtSmart** Docket Display (using data from case management system)
- Case search using case number, party name or other keyword

Solution can be customized to fits the customer's needs and requirements. Reduce user input errors and save time, resources and money by integrating your case management system with **CourtSmart** today!

DATA CONVERSION

When you are due for an upgrade, **CourtSmart's** Smart Conversion software makes it easy to upgrade from your current recording technology such as VIQ, JAVS, or FTR to **CourtSmart**.

- Legacy recordings are automatically converted to **CourtSmart's** format and indexed for security and access on SQL
- A new database structure is created for searching, archiving, and transcribing of previously recorded data
- Conversion is transparent to the users. Legacy technology is accessed along with natively recorded **CourtSmart** sessions

You can now have all the advantages that **CourtSmart** technology provides.

- Multi-channel audio/video recording
- Automated secured backup of the court record
- Fault-tolerant, centralized recording and archiving to SAN, CLOUD, or Removable Media such as Blue Ray
- World-class Watchdog support
- Full integration with the CMS
- Docket displays for public access at a minimal cost
- Managed courtroom BYOD technology and integrated with **CourtSmart** systems

CourtSmart's Smart Conversion eliminates the problems associated with changing legacy systems. Dissimilar record format access and maintenance of duplicate systems are eliminated with a single system solution that can automatically take you to the next level.



February 1, 2018

Ms. Max Cortes
Court Administrator
First Judicial District Court
Carson City Justice/Municipal Court

RE: COURTSMART SOLE SOURCE

Dear Ms. Cortes:

Please accept this letter as the declaration of *CourtSmart* Digital Systems that it is the sole source provider of the digital recording software and technology proposed to the Carson City Courts. This is a mission critical application that operates with *CourtSmart* proprietary software, dedicated servers and courtroom audio/video infrastructure.

The nature of the recording system is such that the software and hardware are dedicated to this one mission critical application and *CourtSmart* is the developer and only support company for this integrated package. *CourtSmart* is responsible for problem diagnosis and remedy in the event that a problem disrupts the normal operation of 1 or more courtrooms. As the developers and implementers of the system, *CourtSmart*, is the only qualified company to provide this exclusive system and support service for your courthouse. This is an integrated solution and *CourtSmart* provides a managed support solution with both the hardware and software provided by *CourtSmart* Digital Systems.

CourtSmart is not compatible with any other system of its type and does not have any distributors or dealers that can provide or support this proprietary, mission critical technology.

Thank you,

A handwritten signature in black ink, appearing to read "Andrew Treinis", is written over a light gray rectangular background.

Andrew Treinis
President/CEO