



**Is it currently budgeted? Yes**

**Explanation of Fiscal Impact:** If approved, the project will not likely start until after July 1, 2022. Accounts will be reduced by a not to exceed amount of \$162,359, with the accounts and amounts listed below:

1014710-500878: \$ 72,821; the current available balance \$127,000

1014710-500811: \$43,851; the current available balance \$83,352

1012705-500670: \$23,762; the current available balance \$63,893

2364700-507010: \$21,925; FY 2022 Re-estimate indicates that there will be at a minimum \$20,000 in savings in Operating Supplies and \$5,000 in savings in Training; savings will roll forward to FY 2023 and be available for this project.

**Alternatives**

Do not approve the contract and/or provide alternative direction to staff.

**Attachments:**

[21300331 Draft Contract.pdf](#)

**Board Action Taken:**

Motion: \_\_\_\_\_

1) \_\_\_\_\_

2) \_\_\_\_\_

Aye/Nay

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)

**INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No. 21300331**

**Title: CourtSmart Digital System Upgrades**

THIS CONTRACT is made and entered into this 2<sup>nd</sup> day of June, 2022, 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, Inc., 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. 21300331** (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:**

T This Contract shall not become effective until and unless approved by the Carson City Board of Supervisors and all required documents are received and signed by all parties.

**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	_____
GL expires	_____
AL expires	_____
WC expires	_____

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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 The term of this Contract begins on June 3, 2022, subject to Carson City Board of Supervisors' approval (anticipated to be June 2, 2022) and ends December 31, 2022, 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](http://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](mailto:andy@courtsmart.com)

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

Carol Akers, Purchasing & Contracts Administrator  
Carson City Purchasing and Contracts Department  
201 North Carson Street, Suite 2  
Carson City, NV 89701  
775-283-7362 / FAX 775-887-2286  
[CAkers@carson.org](mailto:CAkers@carson.org)

## 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 the Scope of Work Fee Schedule for a not to exceed maximum amount of One Hundred Sixty Two Thousand Three Hundred Fifty Nine Dollars and 00/100 (\$162,359.00), 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

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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 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

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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:

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.

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## 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, 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.



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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 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.

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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**.

13.13 **Policy Cancellation:** Except for ten (10) calendar days' notice for non-payment of 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.

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## 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 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 additional 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

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the automobile liability or other liability insurance obtained by **CONTRACTOR** pursuant this Contract.

#### 13.22 PROFESSIONAL LIABILITY INSURANCE (Architects, Engineers and Land Surveyors)

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 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.

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## 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.

If the **CITY** was required by NRS 332.039(1) to advertise or request a proposal for this Agreement, by signing this Agreement, the **CONTRACTOR** provides a written certification that the **CONTRACTOR** is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The **CONTRACTOR** shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the **CITY** pays, becomes liable to pay, or becomes liable to repay) as a direct result of the **CONTRACTOR's** non-compliance with this Section.

## 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.

## 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

# INDEPENDENT CONTRACTOR AGREEMENT

Contract No. 21300331

Title: CourtSmart Digital System Upgrades

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 must be registered in the US Government System for Award Management (SAM) for verification on projects with federal funding.

22.1.3 **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.

22.1.4 **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).

22.1.5 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

# INDEPENDENT CONTRACTOR AGREEMENT

Contract No. 21300331

Title: CourtSmart Digital System Upgrades

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 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 and approved by the Carson City Board of Supervisors. 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.

**INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No. 21300331**

**Title: CourtSmart Digital System Upgrades**

**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**

Executive Office  
Purchasing and Contracts Department  
201 North Carson Street, Suite 2  
Carson City, Nevada 89701  
Telephone: 775-283-7362  
Fax: 775-887-2286  
[CAkers@carson.org](mailto:CAkers@carson.org)

**CITY'S LEGAL COUNSEL**

Carson City District Attorney

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

By: \_\_\_\_\_  
Sheri Russell, 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:** Carol Akers  
Purchasing & Contracts Administrator

Acct# 1014710-500878  
1014710-500811  
1012705-500670  
2364700-507010

By: \_\_\_\_\_

Dated \_\_\_\_\_



**INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No. 21300331**

**Title: CourtSmart Digital System Upgrades**

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](mailto: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. 21300331**

**Title: CourtSmart Digital System Upgrades**

**CONTRACT ACCEPTANCE AND EXECUTION:**

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of June 2, 2022 approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 21300331**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

**CARSON CITY, NEVADA**


\_\_\_\_\_  
LORI BAGWELL, MAYOR

DATED this 2<sup>nd</sup> day of June, 2022.

**ATTEST:**

\_\_\_\_\_  
AUBREY ROWLATT, CLERK-RECORDER

DATED this 2<sup>nd</sup> day of June, 2022.

		DATE:	03 May 2022
		TIN:	04-3358086
<b>CourtSmart Digital Systems, Inc.</b>		Quote Prepared for:	<b>Carson City Justice/Muni Court</b>
51 Middlesex Street			<b>PA Speaker/Microphone Upgrade for 6</b>
North Chelmsford, MA 01863		Quote Type:	<b>Courtrooms</b>
978-251-3300		Document:	<b>STATEMENT OF WORK</b>
<a href="http://www.courtsmart.com">www.courtsmart.com</a>		Quote Version:	<b>V.5.2</b>
		Quote Expiration Date:	<b>02 June 2022</b>
<b>STATEMENT OF WORK - PAGE 1</b>			

**NOTE: This quote is broken up into three (3) phases. Each phase can be purchased individually or together with any other phase. Pricing for each phase is independent of the other phases. See pages 3, 4, and 5 for pricing details.**

## **Courtroom Speaker System Upgrade**

CourtSmart will upgrade the speaker and amplification Systems in Juvenile Court, Specialty Court, District Court 1, District Court 2, Justice Court Department 1 and Justice Court Department 2. Each of these courtrooms will be upgraded to a 4-zone mix minus PA system to balance the sound throughout each courtroom. CourtSmart will install new speakers, amplifiers and system programming. Each room will be balanced with the new zones and speakers.

Where possible speakers will be placed in the most advantageous places to facilitate the new 4 zone system. We are proposing two different types of speakers to facilitate and minimize the amount of disruption to the courts and keeping the aesthetics of the room. Both ceiling cans and ceiling tile speakers will be utilized to maximize sound dispersion and keep the aesthetics of the rooms.

Carson City will need to provide new speaker wiring between the AV Equipment Racks and the approximate speaker locations. This will require a new speaker wire per installed speaker. CourtSmart will provide a Wire Pull Schedule and coordinate with the Court's wiring contractor prior to installation.


CourtSmart is also proposing, and will install, new 4-zone amplifiers for each courtroom to enable the balancing of the audio.

## **Microphone Upgrades**

CourtSmart will provide and install (2) two wireless lapel microphone systems with a distributed antenna in each of the (5) five courtrooms in Carson City with the Juvenile Courtroom receiving (1) one wireless microphone. In addition to the wireless systems CourtSmart will provide and install an 8 Channel Microphone Array system to cover the Gallery and jury areas in each courtroom

The Court will need to provide wiring between the AV Racks and the Courtrooms for connections to the Microphone Arrays and Wireless Microphone Antennas. CourtSmart will provide a Wire Pull Schedule

and coordinate with the customer's wiring contractor prior to installation.

		DATE:	03 May 2022
		TIN:	04-3358086
<b>CourtSmart Digital Systems, Inc.</b>	Quote Prepared for:	<b>Carson City Justice/Muni Court</b>	
51 Middlesex Street		<b>PA Speaker/Microphone Upgrade for 6</b>	
North Chelmsford, MA 01863	Quote Type:	<b>Courtrooms</b>	
978-251-3300	Document:	<b>STATEMENT OF WORK (2)</b>	
<a href="http://www.courtsmart.com">www.courtsmart.com</a>	Quote Version:	<b>V.5.2</b>	
	Quote Expiration Date:	<b>02 June 2022</b>	
<b>STATEMENT OF WORK - PAGE 2</b>			

## Jury Box Video Distribution

CourtSmart will upgrade the AV systems currently installed in Specialty Court, Justice Court Department 1 and Justice Court Department 2. Each of these courtrooms have recently had Jury Boxes installed and require video distribution from the CourtSmart AV system. CourtSmart will install equipment and system programming to provide video signals to existing, customer installed video monitors. There will be 4 new video signals in Specialty Court, 3 new signals in Justice Court 1, and 3 new signals in Justice Court 2.


The Court will need to provide communication wiring between the AV rack and the video monitor locations. CourtSmart will provide a Wire Pull Schedule and coordinate with the customer's wiring contractor prior to installation. This includes:

1. Video Monitors
  - a. One Shielded CAT6 line (Belden 1352A or similar) terminated with female connectors going from each video monitor to the AV Rack. The total length of each wire run must not exceed 210'.
  - b. Ensure that there is one power outlet available at each monitor location.

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


**PLEASE READ:**

We have witnessed uncertainty in both production and delivery times for products purchased by **CourtSmart** this past year as a result of the Covid pandemic. Covid has affected both price changes and product availability. This makes quotes, fulfillment, and most importantly, scheduling installations difficult. **CourtSmart's** ability to deliver product is contingent upon our suppliers' ability to consistently fulfill our orders. On a daily basis we receive notices from suppliers that products are being discontinued and deliveries are delayed. **CourtSmart** will continue to provide the best possible solutions and additional sources for products. We appreciate both your flexibility and patience during these unpredictable times.

				DATE	5/3/2022	X	QUOTATION	X	AV		TESTING
				Expires 30 days from above		X	INSTALLATION		IT		DEV / RnD
<b>SITE NAME:</b>	Carson City Justice/Municipal Court			X	CREATE PO	Shipping Address:		Carson City Justice and Municipal Court			
<b>QUOTATION:</b>	Phase 1 - DC 1, DC 2, & Specialty Audio				IN INVENTORY			885 E. Musser St. Siute 2007			
<b>SUMMARY / BRIEF:</b>	Replace speakers and amplifiers in 3 courtrooms. Upgrade PA to 4			<b>SHIPPING INFO</b>				Carson City, NV 89701			
	Zone Speaker Systems-add 2 wireless and 8 channel array mics in 3 courtrooms				OVERNIGHT	Primary Contact:		Cody Drews			
					2 DAY	Phone:		775-283-7257			
					3 DAY		DOCK	FREIGHT ELEVATOR	X	INSIDE DELIVERY	
<b>Submitted by:</b>	COURTSMART DIGITAL SYSTEMS				GROUND	MATERIAL ONSITE DATE			INSTALL DATE		


  

Dept. (A or S)	Vendor / Distributor	Model Number	Description	Serial Number	Origin	INV SIG./ PO #	Date Ordered	Date Rec'd	Cost Each	Qty Required	Qty Ordered	Deliver To	Total Cost
<b>Multi Zone Speaker Systems</b>													
A	Harman/JBL	NCSA240Z-U-US	CSA240Z 2 x 40W DriveCore Amplifier, Fanless, 4ohm/8ohm/70V/100V, 1U Half-Rack, Mounting kit	2 per room					610.00	6		SITE	\$3,660.00
A	Symetrix	80-0063	4 Ch Output Card for Radius AEC	1 per room					599.00	3		SITE	\$1,797.00
A	JBL	LCT 81C/T	Low-Profile Lay-In 2' x 2' Ceiling Tile Speaker w 8" driver						199.00	33		SITE	\$6,567.00
A	JBL	Control 26 CT	6.5" CEILING SPKR W/X-FRMER(2PR Per CTN)						310.00	12		SITE	\$3,720.00
A	CSMT		14 Outlet Metal 1U Rackmount PDU Power Distribution Unit Surge Protector, 6ft Cord, 1050 Joules	1 per room					119.00	3		SITE	\$357.00
A	Courtsmart	MISC	Connectors, cable and mounting hardware						200.00	1		SITE	\$200.00
<b>Microphone Upgrades</b>													
A	Shure	QLXD14/85-H50	Wireless System with WL185 Lavalier Microphone	2 Per Room	NL				1,900.00	6		SITE	\$11,400.00
A	Shure	UA874US	Active Directional RF Antenna	2 per Room	NL				450.00	6		SITE	\$2,700.00
A	Shure	UABIAS	In-line Active Antenna Power Adapter	2 per Room	NL				130.00	6		SITE	\$780.00
A	Shure	UA221	Passive Antenna Splitter kit (includes 2 splitters)	1 per Room	NL				230.00	3		SITE	\$690.00
A	Atlas Sound	AD19B	Extension Tube 45 Degree Angle Tube; 5/8" #27 Thread Chrome	1 per antenna	NL				55.00	6		SITE	\$330.00
A	On-Stage	TM08B	Microphone Flange Mount, Black	1 per antenna + podium	NL				10.00	6		SITE	\$60.00
A	Shure	MXA910W-US	8-Channel Dante Ceiling Array Microphone (white)	1 per room	NL				5,980.00	3		SITE	\$17,940.00
A	Shure	A9210-HCM	Hard Ceiling Mount for MXA910	1 per room (District only)	NL				325.00	2		SITE	\$650.00
A	Courtsmart	Misc. Material							300.00	1		SITE	\$300.00
<b>Labor &amp; Travel</b>													
A	AV Tech		2 Techs, 5 Days	Including travel time					165.00	98			\$16,170.00
A	Travel Expenses		2 Techs, 7 Days						5,500.00	1			\$5,500.00
									<b>Phase 1 Total: \$72,821</b>				
											<b>Total Phase 1 Cost</b>		<b>\$72,821.00</b>

				DATE	5/3/2022	X	QUOTATION	X	AV		TESTING
				Expires 30 days from above		X	INSTALLATION		IT		DEV / RnD
<b>SITE NAME:</b>	Carson City Justice/Municipal Court			X	CREATE PO	Shipping Address:		Carson City Justice and Municipal Court			
<b>QUOTATION:</b>	Phase 2 - JC 1, JC 2, & Specialty Video				IN INVENTORY			885 E. Musser St. Siute 2007			
<b>SUMMARY / BRIEF:</b>	Replace speakers and amplifiers in 2 courtrooms. Upgrade PA to 4			<b>SHIPPING INFO</b>				Carson City, NV 89701			
	Zone Speaker Systems-add 2 wireless and 8 channel array mics in 2				OVERNIGHT	Primary Contact:		Cody Drews			
	courtrooms - Jury Video Distribution in 3 courtrooms				2 DAY	Phone:		775-283-7257			
					3 DAY	DOCK		FREIGHT ELEVATOR	X	INSIDE DELIVERY	
<b>Submitted by:</b>	COURTSMART DIGITAL SYSTEMS				GROUND	MATERIAL ONSITE DATE				INSTALL DATE	


  

Dept. (A or S)	Vendor / Distributor	Model Number	Description	Serial Number	Origin	INV SIG / PO #	Date Ordered	Date Rec'd	Cost Each	Qty Required	Qty Ordered	Deliver To	Total Cost
<b>Multi Zone Speaker Systems</b>													
A	Harman/JBL	NCSA240Z-U-US	CSA240Z 2 x 40W DriveCore Amplifier, Fanless, 4ohm/8ohm/70V/100V, 1U Half-Rack, Mounting kit	2 per room (Justice only)					610.00	4		SITE	\$2,440.00
A	Symetrix	80-0063	4 Ch Output Card for Radius AEC	1 per room (Justice only)					599.00	2		SITE	\$1,198.00
A	JBL	LCT 81C/T	Low-Profile Lay-In 2' x 2' Ceiling Tile Speaker w 8" driver						199.00	22		SITE	\$4,378.00
A	JBL	Control 26 CT	6.5"CEILING SPKR W/X-FRMER(2PR Per CTN)						310.00	8		SITE	\$2,480.00
A	CSMT		14 Outlet Metal 1U Rackmount PDU Power Distribution Unit Surge Protector, 6ft Cord, 1050 Joules	1 per room (Justice only)					119.00	2		SITE	\$238.00
A	Courtsmart	MISC	Connectors, cable and mounting hardware						200.00	1		SITE	\$200.00
<b>Microphone Upgrades</b>													
A	Shure	QLXD14/85-H50	Wireless System with WL185 Lavalier Microphone	2 Per Room (Justice)	NL				1,900.00	4		SITE	\$7,600.00
A	Shure	UA874US	Active Directional RF Antenna	2 per Room (Justice)	NL				450.00	4		SITE	\$1,800.00
A	Shure	UABIAST	In-line Active Antenna Power Adapter	2 per Room (Justice)	NL				130.00	4		SITE	\$520.00
A	Shure	UA221	Passive Antenna Splitter kit (includes 2 splitters)	1 per room (Justice)	NL				230.00	2		SITE	\$460.00
A	Atlas Sound	AD19B	Extension Tube 45 Degree Angle Tube; 5/8" #27 Thread Chrome	1 per antenna	NL				55.00	4		SITE	\$220.00
A	On-Stage	TM08B	Microphone Flange Mount, Black	1 per antenna + podium	NL				10.00	4		SITE	\$40.00
A	Shure	MXA910W-US	8-Channel Dante Ceiling Array Microphone (white)	1 per room (Justice)	NL				5,980.00	2		SITE	\$11,960.00
A	Shure	A9210-HCM	Hard Ceiling Mount for MXA910	1 per room (Justice)	NL				325.00	2		SITE	\$650.00
A	Courtsmart	Misc. Material							200.00	1		SITE	\$200.00
<b>Jury Box Video Distribution</b>													
A	Crestron	HD-DA4-4KZ-E	1:4 HDMI@ Distribution Amplifier						599.00	3		SITE	\$1,797.00
A	Crestron	DM-TX-201-C	DigitalMedia 8G+@ Transmitter 201						1,500.00	3		SITE	\$4,500.00
A	Crestron	DM-RMC-4KZ-100-C	DigitalMedia 8G+@ 4K60 4:4:4 HDR Receiver & Room Controller 100						975.00	3		SITE	\$2,925.00
A	CourtSmart	Misc Material							500.00	1		SITE	\$500.00
<b>Labor &amp; Travel</b>													
A	AV Tech		2 Techs, 5 Days	Including travel time					165.00	98			\$16,170.00
A	Travel Expenses		2 Techs, 7 Days						5,500.00	1			\$5,500.00
										<b>Phase 2 Total: \$65,776</b>			
										<b>Total Phase 2 Cost</b>		<b>\$65,776.00</b>	

		DATE	5/3/2022	X	QUOTATION	X	AV		TESTING
		Expires 30 days from above		X	INSTALLATION		IT		DEV / RnD
<b>SITE NAME:</b>	Carson City Justice/Municipal Court	X	CREATE PO	Shipping Address:		Carson City Justice and Municipal Court			
<b>QUOTATION:</b>	Phase 3 - Juvenile Court		IN INVENTORY			885 E. Musser St. Siute 2007			
<b>SUMMARY / BRIEF:</b>	Replace speakers and amplifiers in Juvenile courtroom. Upgrade PA to 4 Zone Speaker Systems-add 1 wireless and 8 channel array mic in Juvenile courtroom		SHIPPING INFO			Carson City, NV 89701			
			OVERNIGHT	Primary Contact:		Cody Drews			
			2 DAY	Phone:		775-283-7257			
			3 DAY	DOCK	FREIGHT ELEVATOR	X	INSIDE DELIVERY		
<b>Submitted by:</b>	COURTSMART DIGITAL SYSTEMS		GROUND	MATERIAL ONSITE DATE				INSTALL DATE	

Dept. (A or S)	Vendor / Distributor	Model Number	Description	Serial Number	Origin	INV SIG./ PO #	Date Ordered	Date Rec'd	Cost Each	Qty Required	Qty Ordered	Deliver To	Total Cost
<b>Multi Zone Speaker Systems</b>													
A	Harman/JBL	NCSA240Z-U-US	CSA240Z 2 x 40W DriveCore Amplifier, Fanless, 4ohm/8ohm/70V/100V, 1U Half-Rack, Mounting kit						610.00	2		SITE	\$1,220.00
A	Symetrix	80-0063	4 Ch Output Card for Radius AEC						599.00	1		SITE	\$599.00
A	JBL	LCT 81C/T	Low-Profile Lay-In 2' x 2' Ceiling Tile Speaker w 8" driver						199.00	8		SITE	\$1,592.00
A	CSMT		14 Outlet Metal 1U Rackmount PDU Power Distribution Unit Surge Protector, 6ft Cord, 1050 Joules						119.00	1		SITE	\$119.00
A	Courtsmart	MISC	Connectors, cable and mounting hardware						100.00	1		SITE	\$100.00
<b>Microphone Upgrades</b>													
A	Shure	QLXD24/58-H50	Wireless System with SM58 Handheld Microphone		NL				1,890.00	1		SITE	\$1,890.00
A	Shure	UA874US	Active Directional RF Antenna		NL				450.00	2		SITE	\$900.00
A	Shure	UABIAS	In-line Active Antenna Power Adapter		NL				130.00	1		SITE	\$130.00
A	Atlas Sound	AD19B	Extension Tube 45 Degree Angle Tube; 5/8" #27 Thread Chrome	1 per antenna	NL				55.00	2		SITE	\$110.00
A	On-Stage	TM08B	Microphone Flange Mount, Black	1 per antenna + podium	NL				10.00	3		SITE	\$30.00
A	On-Stage	MSA9030-13B	13 inch Gooseneck, Black	1 for podium	NL				22.00	1		SITE	\$22.00
A	Shure	MXA910W-US	8-Channel Dante Ceiling Array Microphone (white)		NL				5,980.00	1		SITE	\$5,980.00
A	Courtsmart	Misc. Material							50.00	1		SITE	\$50.00
<b>Labor &amp; Travel</b>													
A	AV Tech		1 Techs, 5 Days	Including travel time					165.00	48			\$7,920.00
A	Travel Expenses		1 Techs, 6 Days						3,100.00	1			\$3,100.00
<b>Phase 3 Total: \$23,762</b>										<b>Total Phase 3 Cost</b>			<b>\$23,762.00</b>



		DATE:	03 May 2022
		TIN:	04-3358086
<b>CourtSmart Digital Systems, Inc.</b>		Document:	<b>COURTSMART STANDARD TERMS</b>
51 Middlesex Street			
North Chelmsford, MA 01863			
978-251-3300			
<a href="http://www.courtsmart.com">www.courtsmart.com</a>		VERSION	<b>2022</b>

### COURTSMART STANDARD TERMS

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

The purchaser shall pay all taxes or duties based on or in any way measured by this procurement, the computer software, hardware, or any services related thereto, including any personal property taxes but excluding taxes based on **CourtSmart's** net income. If the purchaser elects to challenge the applicability of any such taxes, the purchaser shall pay such taxes to the taxing authority and the purchaser may thereafter challenge such taxes and seek refund thereof.

Installation included is for all **CourtSmart** identified hardware and software. **CourtSmart** is not responsible for providing wiring within the recording rooms or from the rooms to an external location unless specifically identified in the quotation. All network infrastructure including, but not limited to, switches, routers, hot spots, wiring, security, and bandwidth are strictly the responsibility of the end-user unless specifically outlined in this quotation for goods and services. Training of all associated staff is included at no additional charge. It is assumed that all staff trained will be experienced in the operation of Windows before training. **CourtSmart** will not train staff on Windows usage.

**CourtSmart** is basing the following quotation upon information provided verbally to us by the end user staff or a Statement of Work contained in a written communication or formal procurement request. These requirements serve as the basis upon which our quotation 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 30 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, limited **one (1) year warranty** from date of installation to the original purchaser of the product and cannot be transferred with the exceptions noted below. 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. It does not cover administrative, policy changes, or other non-support or maintenance actions taken. Modifications made to the system contrary to the express direction of **CourtSmart** or failure to seek approval prior to undertaking such actions are also not covered. If functional changes or additions are requested, these are not normally covered under warranty or standard support services. The Warranty does not cover normal wear and tear nor does it cover physical damage to any products unless that damage was the direct result of manufacturing defects. **CourtSmart** is not responsible for any consequential damage due to any failure of the hardware or software to perform as intended. **CourtSmart** bears no responsibility or obligation with respect to the manner of use of any **CourtSmart** system or components of the system. **CourtSmart** disclaims and negates any warranty of merchantability or fitness of use of such system or components of such system including, without limitation, any warranty that the use of such system or components for any purpose complies with applicable laws or regulations.

**CourtSmart** will not continue to support hardware that has reached the manufacturer's end-of-life cycle. 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 an optional annual Support Services Agreement covering applicable hardware, software enhancements, fixes, and upgrades deemed appropriate by **CourtSmart** at its sole discretion. An Annual Support Services Agreement also provides telephone support.

The annual maintenance contract is invoiced at a cost of 12% per year of the purchase price of the hardware and software. Support services require a VPN or other high-speed access provided by the end-user. The laws of the Commonwealth of Massachusetts govern the terms of the Warranty. Exceptions to the Annual Support Services Agreement include but are not necessarily limited to UPS batteries and other parts considered normal wear and tear.

**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 are 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.