

**CLARK COUNTY, NEVADA
CASE MANAGEMENT SYSTEM
CBE NO. 606567-23**

COURTVIEW JUSTICE SOLUTIONS INC.
NAME OF FIRM
Gary Egner, Director Business Development
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
4450 Belden Village Street, Suite 305 Canton, OH 44718
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(330)470-4280
(AREA CODE) AND TELEPHONE NUMBER
(330)494-2483
(AREA CODE) AND FAX NUMBER
gary.egner@equivant.com
E-MAIL ADDRESS

CASE MANAGEMENT SYSTEM

This Contract is made and entered into this _____ day of _____ 2023, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and CourtView Justice Solutions Inc. (hereinafter referred to as PROVIDER), for Case Management System (hereinafter referred to as PROJECT).

WITNESSETH:

WHEREAS, PROVIDER has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance including all travel, lodging, meals and miscellaneous expenses; and

WHEREAS, PROVIDER has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Contract.

WHEREAS, PROVIDER and COUNTY are parties to a Software License Agreement pursuant to which COUNTY has licensed certain software products ("Software") from PROVIDER. Software expressly excludes software licensed by a third party;

WHEREAS, the Software paid-up license fee includes a warranty without charge as set forth in the Software License Agreement. In addition, support and maintenance ("Maintenance") for the Software is available. Maintenance includes bug fixes and telephone support and may include, if they are made available by PROVIDER, software updates and enhancements; and

This Contract consists of the terms and conditions set forth in this document as well as Exhibits A (Software Maintenance Scope of Work), B (Judicial Tools Project Scope of Work), C (Insurance), D (subcontractor info), E (Software Maintenance and Judicial Tools Fee Schedule), and F (Maintenance Terms). Exhibits A, B, E, and F may collectively be referred to as "Provider Exhibits". All Exhibits and Annexes attached hereto and referred to herein are hereby incorporated herein and made a part hereof for all purposes as if fully set forth herein.

NOW, THEREFORE, COUNTY and PROVIDER agree as follows:

SECTION I: TERM OF CONTRACT

COUNTY agrees to retain PROVIDER for the period from November 1, 2023, through December 31, 2028, subject to the provisions of Sections II and VIII herein. During this period, PROVIDER agrees to provide services as described in the Software Maintenance Scope of Work attached and Provider Exhibits of this Contract.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

COUNTY agrees to pay PROVIDER for the performance of services described in the Provider's Exhibits and in accordance with the fixed fee of \$1,741,386.44. COUNTY'S obligation to pay PROVIDER cannot exceed the fixed fee amount. It is expressly understood that the entire work defined in Provider's Exhibits must be completed by PROVIDER and it shall be PROVIDER'S responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.

B. Milestone Payments

PROVIDER will be entitled to payments for services provided in accordance with Software Maintenance and Judicial Tools Fee Schedule, Exhibit D. The Annual Software Maintenance Fees are payable annually and in advance.

C. Terms of Payments

1. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved by COUNTY.
2. COUNTY, at its discretion, may not approve or issue payment on invoices if PROVIDER fails to provide the following information required on each invoice:
 - a. The title of the PROJECT, COUNTY'S Contract Number, Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. If applicable, copies of all receipts, bills, statements, and/or invoices pertaining to reimbursable expenses such as; airline itineraries, car rental receipts, cab and shuttle receipts, and statement of per diem rate being requested must accompany any invoices containing travel expenses. Maximum reimbursable travel expenses

Contract shall be defined and set at the current U.S. GSA's CONUS rates at the time of travel. CONUS rates may be found at the following website: <http://www.gsa.gov/portal/category/21287>.

- c. Expenses not defined in Exhibit D, Software Maintenance and Judicial Tools Fee Schedule, or expenses greater than the per diem rates will not be paid without prior written authorization by COUNTY.
 - d. COUNTY'S representative shall notify PROVIDER in writing within fourteen (14) calendar days of any disputed amount included on the invoice. PROVIDER must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph C.1 above. Upon mutual resolution of the disputed amount PROVIDER will submit a new invoice for the agreed to amount and payment will be made in accordance with paragraph C.2 above.
3. No penalty will be imposed on COUNTY if COUNTY fails to pay PROVIDER within thirty (30) calendar days after receipt of a properly documented invoice, and COUNTY will receive no discount for payment within that period.
 4. In the event that legal action is taken by COUNTY or PROVIDER based on a disputed payment, the prevailing party shall be entitled to reasonable attorneys' fees and costs subject to COUNTY'S available unencumbered budgeted appropriations for the PROJECT.
 5. COUNTY shall not provide payment on any invoice PROVIDER submits after six (6) months from the date PROVIDER performs services, provides deliverables, and/or meets milestones, as agreed upon in Exhibit D, Software Maintenance Fee Schedule.
 6. Invoices shall be submitted to: itadmin@clarkcountynv.gov.
 7. COUNTY offers electronic payment to all suppliers. Payments will be deposited directly into your bank account via the Automated Clearing House (ACH) network. PROVIDER will be provided information on how to enroll at time of award.

D. COUNTY'S Fiscal Limitations

1. The content of this section shall apply to the entire Contract and shall take precedence over any conflicting terms and conditions and shall limit COUNTY'S financial responsibility as indicated in Sections 2 and 3 below.
2. Notwithstanding any other provisions of this Contract, this Contract shall terminate and COUNTY'S obligations under it shall be extinguished at the end of the fiscal year in which COUNTY fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.
3. COUNTY'S total liability for all charges for services which may become due under this Contract is limited to the total maximum expenditure(s) authorized in COUNTY'S purchase order(s) to PROVIDER.

SECTION III: Services

Services to be performed by PROVIDER for the PROJECT shall consist of the work described in the Scope of Work as set forth in Provider Exhibits of this Contract, attached hereto.

SECTION IV: CHANGES TO SERVICES

- A. COUNTY may at any time request changes within the general scope of this Contract and in the services or work to be performed, subject to PROVIDER approval. If such changes cause an increase or decrease in PROVIDER'S cost or time required for performance of any services under this Contract, PROVIDER shall notify COUNTY in writing within thirty (30) calendar days from the date of receipt by PROVIDER of notification of change. An equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Contract shall be amended in writing accordingly.
- B. No services for which an additional compensation will be charged by PROVIDER shall be furnished without the written authorization of COUNTY.

SECTION V: RESPONSIBILITY OF PROVIDER

- A. It is understood that in the performance of the services herein provided for, PROVIDER shall be, and is, an independent contractor, and is not an agent, representative or employee of COUNTY and shall furnish such services in its own manner and method except as required by this Contract. Further, PROVIDER has and shall retain the right to exercise full control over the

employment, direction, compensation and discharge of all persons employed by PROVIDER in the performance of the services hereunder. PROVIDER shall be solely responsible for, and shall indemnify, defend and hold COUNTY harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.

- B. PROVIDER shall appoint a Manager, upon written acceptance by COUNTY, who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by PROVIDER'S associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of PROVIDER be unable to complete his or her responsibility for any reason, PROVIDER must obtain written approval by COUNTY prior to replacing him or her with another equally qualified person. If PROVIDER fails to make a required replacement within thirty (30) calendar days, COUNTY may terminate this Contract for default.
- C. PROVIDER has, or will, retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by COUNTY.
- D. PROVIDER agrees that its officers and employees will cooperate with COUNTY in the performance of services under this Contract and will be available for consultation with COUNTY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. PROVIDER shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by PROVIDER, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, PROVIDER shall follow practices consistent with generally accepted professional and technical standards.
- F. It shall be the duty of PROVIDER to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. PROVIDER will not produce a work product which violates or infringes on any copyright or patent rights. PROVIDER shall, without additional compensation, apply commercially reasonable efforts to correct or revise errors or omissions in its work products.
 - 1. Permitted or required approval by COUNTY of any products or services furnished by PROVIDER shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of its work.
 - 2. COUNTY's review, approval, acceptance, or payment for any of PROVIDER'S services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and PROVIDER shall be and remain liable in accordance with the terms of this Contract and applicable law for direct damages to COUNTY caused by PROVIDER'S performance or failures to perform under this Contract subject to the Limitation of Liability in Exhibit A, Section 7 .
- G. The rights and remedies of COUNTY provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

SECTION VII: RESPONSIBILITY OF COUNTY

- A. COUNTY agrees that its officers and employees will cooperate with PROVIDER in the performance of services under this Contract and will be available for consultation with PROVIDER at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by PROVIDER under this Contract shall be subject to review for compliance with the terms of this Contract by COUNTY'S representative, Molly Brown, telephone number (702) 455-3622 or their designee. COUNTY'S representative may delegate any or all of his responsibilities under this Contract to appropriate staff members, and shall so inform PROVIDER by written notice before the effective date of each such delegation.
- C. The review comments of COUNTY'S representative may be reported in writing as needed to PROVIDER. It is understood that COUNTY'S representative's review comments do not relieve PROVIDER from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. COUNTY shall assist PROVIDER in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Contract.

- E. PROVIDER will not be responsible for accuracy of information or data supplied by COUNTY or other sources to the extent such information or data would be relied upon by a reasonably prudent PROVIDER.

SECTION VIII: TIME SCHEDULE

- A. PROVIDER shall complete the PROJECT in accordance with the Scope of Work contained in Provider Exhibits of this Contract.
- B. If PROVIDER'S performance of services is delayed or if PROVIDER'S sequence of tasks is changed, PROVIDER shall notify COUNTY'S representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to COUNTY'S written approval.

SECTION IX: SUSPENSION AND TERMINATION

A. Suspension

COUNTY may suspend performance by PROVIDER under this Contract for such period of time as COUNTY, at its sole discretion, may prescribe by providing written notice to PROVIDER at least ten (10) business days prior to the date on which COUNTY wishes to suspend. Upon such suspension, COUNTY shall pay PROVIDER its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. PROVIDER shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from COUNTY to resume performance. In the event COUNTY suspends performance by PROVIDER for any cause other than the error or omission of the PROVIDER, for an aggregate period in excess of thirty (30) business days, PROVIDER shall be entitled to an equitable adjustment of the compensation payable to PROVIDER under this Contract to reimburse PROVIDER for additional costs occasioned as a result of such suspension of performance by COUNTY based on appropriated funds and approval by COUNTY.

B. Termination

1. This Contract may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:
 - a. the opportunity to cure;
 - b. not less than thirty (30) calendar days written notice of intent to terminate; and
 - c. an opportunity for consultation with the terminating party prior to termination.
2. Termination for Convenience
 - a. This Contract may be terminated in whole or in part by either Party for its convenience; but only after the terminating party has given:
 - i. not less than thirty (30) calendar days written notice of intent to terminate; and
 - ii. an opportunity for consultation prior to termination.
 - b. If termination is for COUNTY'S convenience, COUNTY shall pay PROVIDER that portion of the compensation which has been earned as of the effective date of termination, but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.
3. Termination for Default
 - a. If termination for substantial failure or default is effected by COUNTY, COUNTY will pay PROVIDER that portion of the compensation which has been earned as of the effective date of termination but:
 - b. No amount shall be allowed for anticipated profit on performed or unperformed services or other work. Upon receipt or delivery by PROVIDER of a termination notice, PROVIDER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to COUNTY'S representative, copies of all deliverables as provided in Section V, paragraph H.
 - c. If after termination for failure of PROVIDER to fulfill contractual obligations it is determined that PROVIDER has not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY.
4. Upon termination, COUNTY may take over the work and execute the same to completion by agreement with another

party or otherwise. In the event PROVIDER shall cease conducting business, COUNTY shall have the right to make an unsolicited offer of employment to any employees of PROVIDER assigned to the performance of this Contract.

5. The rights and remedies of COUNTY and PROVIDER provided in this section are in addition to any other rights and remedies provided by law or under this Contract.
6. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of either party's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within the party's control.

SECTION X: INSURANCE

- A. PROVIDER shall obtain and maintain the insurance coverage required in Exhibit C incorporated herein by this reference. PROVIDER shall comply with the terms and conditions set forth in Exhibit C and shall include the cost of the insurance coverage in their prices.
- B. If PROVIDER fails to maintain any of the insurance coverage required herein, COUNTY may order PROVIDER to stop the work, declare PROVIDER in breach, suspend or terminate Contract.
- C. SECTION XI: NOTICES

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested, email or facsimile, at the following addresses:

TO COUNTY: Clark County Nevada
Information Technology
500 Grand Central Parkway, 4th Floor
Las Vegas, Nevada 89155
itadmin@clarkcountynv.gov

TO PROVIDER: CourtView Justice Solutions, Inc.
General Manager
4450 Belden Village Street
Suite 305
Canton, Ohio 44718
generalmanager@equivant.com

COPY TO: CourtView Justice Solutions, Inc.
Contract Manager
4450 Belden Village Street
Suite 305
Canton, Ohio 44718
contractmanager@equivant.com

SECTION XII: MISCELLANEOUS

- A. Independent Contractor
PROVIDER acknowledges that PROVIDER and any subcontractors, agents or employees employed by PROVIDER shall not, under any circumstances, be considered employees of COUNTY, and that they shall not be entitled to any of the benefits or rights afforded employees of COUNTY, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. COUNTY will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of

PROVIDER or any of its officers, employees or other agents.

B. Immigration Reform and Control Act

In accordance with the Immigration Reform and Control Act of 1986, PROVIDER agrees that it will not employ unauthorized aliens in the performance of this Contract.

C. Non-Discrimination/Public Funds

The Board of County Commissioners (BCC) is committed to promoting full and equal business opportunity for all persons doing business in Clark County. PROVIDER acknowledges that COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. PROVIDER recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, or any other protected status, COUNTY may declare PROVIDER in breach of the Contract, terminate the Contract, and designate PROVIDER as non-responsible.

D. Assignment

Any attempt by PROVIDER to assign or otherwise transfer any interest in this Contract without the prior written consent of COUNTY shall be void, except for the sale of assets, merger, or consolidation provided PROVIDER provides COUNTY with notice of such assignment and that the assignee agrees in writing to be bound by the terms of this Contract.

E. Indemnity

PROVIDER does hereby agree to defend, indemnify, and hold harmless COUNTY and their employees, officers and agents of COUNTY from third party claims, and direct damages or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of PROVIDER or the employees or agents of PROVIDER in the performance of this Contract excluding claims caused by the County's negligence, errors, omissions, recklessness or intentional misconduct. PROVIDER shall comply with all relevant federal and state laws on data security and privacy.

F. Governing Law

Nevada law shall govern the interpretation of this Contract.

G. Gratuities

1. COUNTY may, by written notice to PROVIDER, terminate this Contract if it is found after notice and hearing by COUNTY that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by PROVIDER or any agent or representative of PROVIDER to any officer or employee of COUNTY with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Contract.
2. In the event this Contract is terminated as provided in paragraph 1 hereof, COUNTY shall be entitled:
3. to pursue the same remedies against PROVIDER as it could pursue in the event of a breach of this Contract by PROVIDER; and the rights and remedies of COUNTY provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

H. Audits

The performance of this Contract by PROVIDER is subject to review by COUNTY to ensure contract compliance. PROVIDER agrees to provide COUNTY any and all information directly related to the performance of this Contract. All requests for information will be in writing to PROVIDER. PROVIDER will provide information as requested by COUNTY within a reasonable amount of time.

I. Covenant

PROVIDER covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. PROVIDER further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

- J. Confidential Treatment of Information
PROVIDER shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Contract.
- K. ADA Requirements
All work performed or services rendered by PROVIDER will align with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines.
- L. Subcontractor Information
PROVIDER shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), Veteran Business Enterprise (VET), Disabled Veteran Business Enterprise (DVET), and Emerging Small Business Enterprise (ESB) subcontractors for this Contract utilizing the attached format (Exhibit C). The information provided in Exhibit C by PROVIDER is for COUNTY'S information only.
- M. Disclosure of Ownership Form
PROVIDER agrees to provide the information on the attached Disclosure of Ownership/Principals form prior to any contract and/or contract amendment to be awarded by the Board of County Commissioners.
- N. Authority
COUNTY is bound only by COUNTY agents acting within the actual scope of their authority. COUNTY is not bound by actions of one who has apparent authority to act for COUNTY. The acts of COUNTY agents which exceed their contracting authority do not bind COUNTY.
- O. Force Majeure
The Parties shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing, by acts of God, fire, war, loss or shortage of transportation facilities, epidemics, pandemics, sabotage, terrorism, accidents, insurrections, blockades, embargoes, Internet Service Providers, or other communication devices, acts of cyber criminals, terrorists or other criminals, lockout or commandeering of raw materials, products, plants or facilities by the government, (collectively "Force Majeure Occurrences"). The parties shall provide satisfactory evidence that nonperformance is due to cause other than fault or negligence on its part. Neither party shall be liable to the other for any liability claims, damages, or other loss caused by or resulting from a Force Majeure Occurrence.
- P. Severability
If any terms or provisions of Contract shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of Contract shall remain in full force and effect.
- Q. Non-Endorsement
As a result of the selection of PROVIDER to supply goods or services, COUNTY is neither endorsing nor suggesting that PROVIDER'S service is the best or only solution. PROVIDER agrees to make no reference to COUNTY in any literature, promotional material, brochures, sales presentations, or the like, without the express written consent of COUNTY.
- R. Public Records
COUNTY is a public agency as defined by state law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of COUNTY'S records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. All Contract documents are available for review following the award of the Contract.
- S. Price Adjustment Requests
From November 1, 2023 through December 31, 2028, the prices shall not be subject to change.
- T. Companies that Boycott Israel
PROVIDER certifies that, at the time it signed this Contract, it was not engaged in, and agrees for the duration of the Contract,

not to engage in, a boycott of Israel. Boycott of Israel means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above written.


COUNTY:

CLARK COUNTY, NEVADA

By: _____
JESSICA COLVIN
Chief Financial Officer


DATE

PROVIDER:
CourtView Justice Solutions Inc.

By:  _____
Rick Bacchus
Portfolio Leader

December 20, 2023
DATE

APPROVED AS TO FORM:
STEVEN B. WOLFSON
District Attorney

By:  _____
Jason Patchett (Jan 8, 2024 14:27 PST)
JASON B. PATCHETT
Deputy District Attorney

Jan 8, 2024
DATE

Exhibit A
CASE MANAGEMENT SYSTEM
SOFTWARE MAINTENANCE SCOPE OF WORK

1. **SCOPE OF MAINTENANCE SERVICES**

PROVIDER will provide the Maintenance as described in the Maintenance Terms attached hereto and labeled as Provider's Exhibit F .

PROVIDER will provide tier one support for third party software purchased from PROVIDER, tier two and three support and revisions and upgrades will be provided by the manufacturer of such third party software. Tier one, tier two and tier three support is defined as:

Tier I: Is the initial support level responsible for basic customer reported issues. It is synonymous with first line support and denotes use support. A Tier I (PROVIDER) customer care specialist will gather the customer's information and determine the customer's issue by analyzing the symptoms and will attempt to identify the root cause of the underlying problem. If the root cause is a basic use issue the assigned customer care specialist will attempt to remediate the issue before escalating the issue to a higher level. If the reported issue is a technical issue the assigned customer care specialist will escalate the issue to a higher level.

Tier II: This is a more in-depth technical support level provided by personnel with additional experience and knowledge of the product. Manufacturer technicians providing Tier II support are responsible for: helping Tier I customer care specialist solve basic use problems, for handling basic technical issues, for investigating escalated issues by confirming the validity of the reported issue and identifying known solutions related to these more complex issues. If an issue is new and/or the assigned technician cannot determine a solution, they are responsible for escalating this issue to the Tier III technical support group.

Tier III: This is the highest level of technical support and is provided by manufacturer technicians with extensive experience and knowledge of the product for handling the most difficult and advanced problems. Often the Tier III technical support group includes the staff that developed and tested the product.

2. **PROPRIETARY PROPERTY**

All software development, design, documentation, and programs necessary to operate and maintain the systems described herein that were produced by PROVIDER shall remain the proprietary property of PROVIDER. Restriction of this proprietary property does not limit the COUNTY from making such copies of programs, documentation, and software-related materials for internal use. Disclosure of such materials to third parties or other contractors is strictly forbidden without the express written consent of PROVIDER.

3. **COUNTY RESPONSIBILITY FOR ENVIRONMENT**

To operate the supported software, PROVIDER will provide COUNTY with a definition of minimum requirements for the COUNTY's environment, infrastructure and related applications, which include, but are not limited to, COUNTY's operating system, database tools, and other support tools. PROVIDER will provide COUNTY with at least ninety (90) days written notice of changes to those minimum requirements. COUNTY must meet those minimum requirements or PROVIDER may decline to provide Maintenance. PROVIDER has no obligations to upgrade the supported software because of COUNTY's changes to its

environment, infrastructure and related applications, including, but are not limited to, COUNTY's operating system, database tools and other supported tools.

4. **SOFTWARE MAINTENANCE FEE – PAID UP LICENSE**

In consideration of the Maintenance services to be provided for the initial term, COUNTY shall pay to PROVIDER in accordance with the Software Maintenance and Judicial Tool Fee Schedule attached hereto as Provider Exhibit E.

For each Subsequent Term, COUNTY shall pay to PROVIDER in accordance with the Software Maintenance and Judicial Tools Fee Schedule attached hereto as Provider Exhibit E.

5. **ADDITIONAL SOFTWARE – PAID UP LICENSE**

In the event the COUNTY requires maintenance for additional Software ("Additional Software"), the parties must mutually agree to modify this Contract by executing a written amendment to include the Additional Software on Exhibit E and make any other changes necessary for coverage of the Additional Software hereunder. The Software Maintenance Fee due under this Scope of Work shall also be modified to include a prorated amount of the annual maintenance fee for the Additional Software covering the term remaining under then current term of this Contract. The Maintenance Fee for this initial period of coverage shall be in an amount equal to twenty-two percent (22%) of the non-discounted license fee paid for the Additional Software. For the first Subsequent Term, the amount due for the Additional Software shall be of the full value of the 22% of the non-discounted cost of the license fee. Thereafter, any change in the amount of annual Maintenance Fee due shall be provided as set out in this Scope of Work.

6. **LIMITED WARRANTIES**

a. Software. PROVIDER warrants for a period of ninety (90) days following the date of delivery of any software under this Contract that it will substantially operate according to the documentation and product literature provided by PROVIDER. If it is determined by COUNTY that the software does not substantially operate according to such documentation provided by PROVIDER. PROVIDER may, at its option and expense, apply commercially reasonable efforts to designing, coding and implementing programming changes to the source code to correct reproducible errors or correcting misstatements and omissions in the User's Guide and code documentation. COUNTY shall report all errors or other defects in the software to PROVIDER immediately upon their discovery. It is acknowledged that the Software is inherently complex and may contain errors and PROVIDER cannot and does not guarantee to correct all such errors. The remedies set forth in this section constitutes COUNTY's sole and exclusive remedy for breach of this Warranty. PROVIDER does not warrant Third Party Software. PROVIDER will transfer any warranty provided by the licensor of the Third-Party Software to COUNTY. Third Party Software is software that is not proprietary to PROVIDER.

b. Services. PROVIDER warrants that the Services provided under this Contract shall be performed with that degree of skill and judgment normally exercised by recognized professional firms performing the same or substantially similar services. In the event of any breach of the foregoing warranty, provided COUNTY has delivered to PROVIDER timely notice of such breach as hereinafter required, PROVIDER shall, at its own expense, in its discretion either (1) re-perform the non-conforming Services and correct the non-conforming Deliverables to conform to this standard; or (2) refund to COUNTY that portion of the Price received by PROVIDER attributable to the non-conforming

Services and/or Deliverables. No warranty claim shall be effective unless COUNTY has delivered to PROVIDER written notice specifying in detail the non-conformities within 90 days after performance of the non-conforming Services or tender of the non-conforming Deliverables. The remedy set forth in this section is the sole and exclusive remedy for breach of the foregoing warranty.

- c. **NO OTHER WARRANTIES. PROVIDER MAKES NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SOFTWARE OR THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO COUNTY UNDER THIS CONTRACT, INCLUDING MAINTENANCE AND SUPPORT. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SOFTWARE, DOCUMENTATION AND SAID OTHER MATERIALS AND SERVICES, AND WITH RESPECT TO THE USE OF ANY OF THE FOREGOING.**

7. **LIMITATION OF LIABILITY**

- a. Customer hereby agrees that PROVIDER'S total liability to Customer for any and all liabilities, claims or damages arising out of or relating to this Contract, howsoever caused and regardless of the legal theory asserted, including breach of contract or warranty, tort, strict liability, statutory liability or otherwise, shall not, in the aggregate, exceed two (2) times the fees paid to PROVIDER hereunder during the previous 12-month period. The parties acknowledge and agree to the foregoing liability risk allocation. Any claim by Customer against PROVIDER relating to this Contract must be made in writing and presented to PROVIDER within two (2) years after the date on which this Contract expires or is otherwise terminated.
- b. In no event shall either party be liable to the other for any punitive, exemplary, indirect, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to this Contract, regardless of the legal theory under which such damages are sought, and even if the parties have been advised of the possibility of such damages or loss and notwithstanding any failure of essential purpose of any limited remedy.

8. **GENERAL TERMS**

- b. All provisions of this Contract, which by their nature should survive termination of this Contract, will so survive.
- c. Any waiver of the provisions of this Contract or of a party's rights or remedies under this Contract must be in writing to be effective. Delay or failure by either party to exercise any right hereunder, or to enforce any provision of this Contract will not be considered a waiver thereof and will not in any way affect the validity of the whole or any part of this Contract or prejudice such party's right to take subsequent action. No single waiver will constitute a continuing or subsequent waiver, nor shall a waiver of any one provision of the Contract be deemed to be a waiver of any other provision.
- f. The parties will seek a fair and prompt negotiated resolution within ten (10) days of the initial notice of the dispute ("Dispute"). If the Dispute has not been resolved after such time, the parties will escalate the issue to more senior levels. If the parties are unable to resolve any dispute at the senior management level, then any controversy, claim or Dispute arising out of or relating to this Contract shall be resolved by non-binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. Before commencing any such arbitration, the

parties agree to enter into negotiations to resolve the Dispute. If the parties are unable to resolve the Dispute by good faith negotiation, either party may refer the matter to arbitration. The arbitrator(s) shall be bound to follow the provisions of this Contract in resolving the Dispute, and may not award any damages excluded by this Contract. The prevailing party will be entitled to recover its reasonable attorneys' fees and costs, in addition to any other relief ordered by the arbitrator(s). Such fees and costs will include those incurred in connection with the enforcement of any resulting judgment or order, and any post judgment order will provide for the right to receive such attorneys' fees and costs. Any request for arbitration of a claim by either party against the other relating to this Contract must be filed no later than six (6) months after the date on which PROVIDER concludes performance under this Contract.

Nothing herein shall prevent either party from seeking a preliminary or permanent injunction to preserve the status quo or prevent irreparable harm during the arbitration process.

- g. This Contract and any Exhibits attached thereto contain the entire Contract and understanding between the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous proposals, discussions, Contracts, Customer issued purchase order or document of like intent or purpose, understandings, commitments, representations of any kind, whether oral or written, relating to the subject matter hereof. It is expressly agreed that if COUNTY issues a purchase order or other document for the services provided under this Contract, such instrument will be deemed for COUNTY's internal use only, and no terms, conditions or provisions contained therein shall have any effect on the rights, duties or obligations of the parties under, or in any way modify, this Contract, regardless of any failure by PROVIDER to object to such terms, conditions or provisions. This Contract sets forth the sole and entire understanding between PROVIDER and COUNTY with respect to the subject matter.

Exhibit B
JUDICIAL TOOLS PROJECT
SCOPE OF WORK

Scope of Work

- PROVIDER will provide project management services to schedule and coordinate the work to be performed by PROVIDER.
- PROVIDER will install the current production release version of Judicial Tool in COUNTY'S non-production environment.
- PROVIDER will provide analysis services to review COUNTY'S business processes.
- PROVIDER will complete the Judicial Tool configuration for COUNTY.
- PROVIDER will test the baseline functionality of Judicial Tool in the non-production environment.
- PROVIDER will provide Judicial Tool Administrator Training and Train-the Trainer training.
- PROVIDER will provide User Acceptance Testing Services.
- PROVIDER will install the current production release version Judicial Tool, as configured in the non-production environment, in COUNTY'S Production environment.
- PROVIDER will provide go-live support.

Additional Terms

1. The Scope of Work does not include any document management system integration for retrieval of documents and images by Judicial Tool. Judicial Tool supports integration with Showcase iDMS. Integration with a DMS requires a DMS service module, license, maintenance and installation, and fees would apply. If needed, an amendment shall be required, as referenced in Section II: Compensation and Terms of Payment, Letter C.2.b.
2. Delivery will be scheduled for the first available date at which PROVIDER and COUNTY resources are jointly available. Should rescheduling be necessitated for any reason, the next available date at which PROVIDER and COUNTY resources are both available will be scheduled.
3. Professional services are quoted at a firm fixed price. COUNTY shall have no obligation to pay PROVIDER more than the quoted firm fixed price. PROVIDER shall have no obligation to provide labor or incur costs or expenses having a combined value more than the quoted firm fixed price, even if the services for which the level of effort is limited have not been completed or the deliverables delivered, or the results expected by COUNTY have not been achieved. The parties may by mutual, written agreement, increase the level of effort and quoted price. Changes in scope will require an amendment to increase the firm fixed price based upon the additional level of effort required.
4. Travel costs are estimated, and actual cost incurred by PROVIDER will be charged, as referenced in Section II: Compensation and Terms of Payment, Letter C.2.b.
5. If project is cancelled prior to completion, all effort and travel-related costs expended through the date of cancellation will be due.
6. License(s) are subject to the terms and conditions of the active license agreement.
7. The license is limited for use during the term of, and co-terminate with, COUNTY'S active CourtView support agreement.
8. Except as expressly modified here, Support and Maintenance is subject to the terms and conditions of the active support.
9. COUNTY is responsible for the host environment including all required licenses, SSL certificate hardware, network and third-party software components and configuration.
10. Judicial Tool has been developed using generally accepted industry practices and standards and typically will function with most commonly used browsers. PROVIDER has tested, and supports under the Contract, the use of the following browsers for use with Judicial Tool. Microsoft Edge 39 or later, Google Chrome Version 61 or later, Mozilla Firefox Version 54 or later and Safari 10 or later (Mac). The browser used, and the platform on which it is run, may affect the presentation of the user interface. Presentation anomalies

tested, and supports under the Contract, the use of the following browsers for use with Judicial Tool. Microsoft Edge 39 or later, Google Chrome Version 61 or later, Mozilla Firefox Version 54 or later and Safari 10 or later (Mac). The browser used, and the platform on which it is run, may affect the presentation of the user interface. Presentation anomalies that do not affect Judicial Tool functionality may occur and are not considered defects. Note that given browser product limitations, Microsoft Internet Explorer Version 11 provides a degraded functionality and a degraded user experience. PROVIDER does not test the use of Judicial Tool with Microsoft Internet Explorer Version 11 or other browsers and issues caused by the use of a browser not listed above are not covered within the scope of this Contract.

11. COUNTY will make available all resources requested by PROVIDER for assistance and approval.
12. Professional Services Analysts (BPR), Training, and Go-Live Support are provided onsite. All other services are to be provided.
13. PROVIDER will install Judicial Tool in one non-production and one production environment.
14. Training includes training preparation.
15. For the purposes of quotation, PROVIDER has assumed that on-site training will be provided on consecutive days. Should COUNTY request that training be provided on non-consecutive days, the Estimated Travel Cost, for labor and travel expenses, may exceed the estimate provided and shall require a written amendment accordingly.
16. A training day is eight (8) hours or less and is provided on a single day. Unless expressly stated all training will be provided during normal business hours (8 am to 5 pm local time).
17. COUNTY is responsible for providing a suitable training environment that includes a personal computer for each student.
18. The Scope of Work does not include any work related to the establishment, migration or maintenance of any replicated database.
19. The Scope of Work does not include any work related to the modification or enhancement of any PROVIDER product including, but not limited to, CourtView or Judicial Tool.

**EXHIBIT C
CASE MANAGEMENT SYSTEM
INSURANCE REQUIREMENTS**

TO ENSURE COMPLIANCE WITH THE CONTRACT DOCUMENT, PROVIDER SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

- A. **Format/Time:** PROVIDER shall provide COUNTY with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Contract within **ten (10) business days** after COUNTY'S written request for insurance. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance and shall be maintained for the duration of the Contract and any renewal periods.
- B. **Best Key Rating:** COUNTY requires insurance carriers to maintain during the Contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **Owner Coverage:** COUNTY, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation or Professional Liability. PROVIDER'S insurance shall be primary with respect to COUNTY, its officers and employees.
- D. **Endorsement/Cancellation:** PROVIDER'S general liability and automobile liability insurance policy shall be endorsed to recognize specifically PROVIDER'S contractual obligation of additional insured to COUNTY. PROVIDER or its insurer will endeavor to provide thirty (30) calendar days advance notice by certified mail "return receipt request" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives COUNTY automatic additional insured status must be attached to any certificate of insurance. **Policy number must be referenced on endorsement or the form number must be referenced on certificate.**
- E. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- F. **Commercial General Liability:** Subject to Paragraph F of this Exhibit, PROVIDER shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement. **A separate copy of the waiver of subrogation endorsement must be provided. A separate copy of the additional insured endorsement is required and must be provided for Commercial General Liability. Policy number must be referenced on endorsement or the form number must be referenced on certificate.**
- G. **Automobile Liability:** Subject to Paragraph F of this Exhibit, PROVIDER shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by PROVIDER and **any auto** used for the performance of services under this Contract. **A separate copy of the additional insured endorsement is required and must be provided for Automobile Liability policies. Policy number must be referenced on endorsement or the form number must be referenced on certificate.**
- H. **Professional Liability:** PROVIDER shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of COUNTY.
- I. **Cyber Liability:** PROVIDER shall obtain and maintain with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by PROVIDER in this Contract and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses Technology Professional Liability Errors and Omissions Insurance appropriate to PROVIDER'S profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by PROVIDER in this Contract and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

1. The Policy shall include or be endorsed to include; property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of COUNTY in the care, custody, or control of PROVIDER. If not covered under PROVIDER'S liability policy, such "property" coverage of COUNTY may be endorsed onto PROVIDER'S Cyber Liability Policy as covered property as follows:

If PROVIDER maintains broader coverage and/or higher limits than the minimums shown above, COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by PROVIDER. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to COUNTY.

- J. **Workers' Compensation:** PROVIDER shall obtain and maintain for the duration of this Contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a PROVIDER that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that PROVIDER has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
- K. **Failure to Maintain Coverage:** If PROVIDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order PROVIDER to stop the work, declare PROVIDER in breach, suspend or terminate the Contract.
- L. **Additional Insurance:** PROVIDER is encouraged to purchase any such additional insurance as it deems necessary.
- M. **Cost:** PROVIDER shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- N. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator at 500 South Grand Central Parkway, 4th Floor, Las Vegas, Nevada 89155
- O. **Insurance Form Instructions:** The following information must be filled in by PROVIDER'S Insurance Company representative:
 1. Insurance Broker's name, complete address, phone and fax numbers.
 2. PROVIDER'S name, complete address, phone and fax numbers.
 3. Insurance Company's Best Key Rating
 4. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Each Occurrence (\$1,000,000)
 - (E) Personal & Advertising Injury (\$1,000,000)
 - (F) General Aggregate (\$2,000,000)
 - (G) Products - Completed Operations Aggregate (\$2,000,000)
 5. Automobile Liability (Any Auto)
 - (H) Policy Number
 - (I) Policy Effective Date
 - (J) Policy Expiration Date
 - (K) Combined Single Limit (\$1,000,000)
 6. Worker's Compensation
 7. Professional Liability
 - (L) Policy Number
 - (M) Policy Effective Date
 - (N) Policy Expiration Date
 - (O) Aggregate (\$1,000,000)
 8. Cyber Liability (Per Occurrence)
 - (P) Policy Number
 - (Q) Policy Effective Date
 - (R) Policy Expiration Date
 - (S) Aggregate (\$2,000,000)
 9. Description: CBE 606567-23 Case Management System (must be identified on the initial insurance form and each renewal form).

10. Certificate Holder:
Clark County, Nevada
c/o Purchasing and Contracts Division
Government Center, Fourth Floor
500 South Grand Central Parkway
P.O. Box 551217
Las Vegas, Nevada 89155-1217
11. Appointed Agent Signature to include license number and issuing state.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:
1. INSURANCE BROKER'S NAME ADDRESS	PHONE (A/C No., Ext): BROKER'S PHONE NUMBER FAX (A/C No.) BROKER'S FAX NUMBER
	E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS
	INSURER(S) AFFORDING COVERAGE
INSURED	INSURER A: 3.
	INSURER B: Company's
	INSURER C: Best
	INSURER D: Key Rating
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
4.	GENERAL LIABILITY			(A)	(B)	(C)	EACH OCCURRENCE	\$(D) 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		X				PERSONAL & ADV INJURY	\$(G) 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	GENERAL AGGREGATE					\$(H) 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:	PRODUCTS - COMP/OP AGG					\$(I) 2,000,000	
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	DEDUCTIBLE MAXIMUM	\$ 25,000						
5.	AUTOMOBILE LIABILITY			(J)	(K)	(L)	COMBINED SINGLE LIMIT (Ea accident)	\$(M) 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO		X				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	BODILY INJURY (Per accident)					\$	
	<input type="checkbox"/> SCHEDULED AUTOS	PROPERTY DAMAGE (Per accident)					\$	
	<input type="checkbox"/> HIRED AUTOS						\$	
	<input type="checkbox"/> NON-OWNED AUTOS	DEDUCTIBLE MAXIMUM					\$ 25,000	
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	\$
	<input type="checkbox"/> Y/N	N/A	OTHER				\$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		E.L. EACH ACCIDENT				\$	
	DESCRIPTION OF OPERATIONS below		E.L. DISEASE - E.A. EMPLOYEE				\$	
	E.L. DISEASE - POLICY LIMIT		\$					
7.	PROFESSIONAL LIABILITY			(N)	(O)	(P)	AGGREGATE	\$(Q) 1,000,000
8.	CYBER LIABILITY			(R)	(S)	(T)	LIMIT (PER OCCURRENCE)	\$(U) 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

9. CBE NO. 606567-23; CASE MANAGEMENT SYSTEM.

10. CERTIFICATE HOLDER	CANCELLATION
CLARK COUNTY, NEVADA C/O PURCHASING AND CONTRACTS DIVISION GOVERNMENT CENTER, FOURTH FLOOR 500 S. GRAND CENTRAL PARKWAY P.O. BOX 551217 LAS VEGAS, NV 89155-1217	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

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POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE NUMBER AND CONTRACT NAME:

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY
ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

CLARK COUNTY, NEVADA
C/O PURCHASING & CONTRACTS DIVISION
500 S. GRAND CENTRAL PKWY 4TH FL
PO BOX 551217
LAS VEGAS, NEVADA 89155-1217

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

CLARK COUNTY, NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

ATTACHMENT 1

AFFIDAVIT

(ONLY REQUIRED FOR A SOLE PROPRIETOR)

I, _____, on behalf of my company, _____, being duly sworn,
(Name of Sole Proprietor) (Legal Name of Company)

depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this Contract, identified as CBE No. 606567-23, entitled CASE MANAGEMENT SYSTEM;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release Clark County from all liability associated with claims made against me and my company, in the performance of this Contract, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this _____ day of _____, _____.

Signature _____

State of Nevada)
)ss.
County of Clark)

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20____,
by _____ (name of person making statement).

Notary Signature

STAMP AND SEAL

**EXHIBIT D
SUBCONTRACTOR INFORMATION**

DEFINITIONS:

- **MINORITY OWNED BUSINESS ENTERPRISE (MBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- **WOMEN OWNED BUSINESS ENTERPRISE (WBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- **PHYSICALLY CHALLENGED BUSINESS ENTERPRISE (PBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- **SMALL BUSINESS ENTERPRISE (SBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function, is **not** owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.
- **VETERAN OWNED ENTERPRISE (VET):** A Nevada business at least 51% owned/controlled by a veteran.
- **DISABLED VETERAN OWNED ENTERPRISE (DVET):** A Nevada business at least 51% owned/controlled by a disabled veteran.
- **EMERGING SMALL BUSINESS (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

It is our intent to utilize the following MBE, WBE, PBE, SBE, VET, DVET and ESB subcontractors in association with CONTRACT:

1. Subcontractor Name: N/A
 Contact Person: _____ Telephone Number: _____
 Description of Work: _____
 Estimated Percentage of Total Dollars: _____
 Business Type: MBE WBE PBE SBE VET
 DVET ESB

2. Subcontractor Name: N/A
 Contact Person: _____ Telephone Number: _____
 Description of Work: _____
 Estimated Percentage of Total Dollars: _____
 Business Type: MBE WBE PBE SBE VET
 DVET ESB

3. Subcontractor Name: N/A
 Contact Person: _____ Telephone Number: _____
 Description of Work: _____
 Estimated Percentage of Total Dollars: _____
 Business Type: MBE WBE PBE SBE VET
 DVET ESB

No MBE, WBE, PBE, SBE, VET, DVET, or ESB subcontractors will be used.

**Exhibit E
SOFTWARE MAINTENANCE AND
JUDICIAL TOOLS
FEE SCHEDULE**

SOFTWARE MAINTENANCE FEES

Clark County, Nevada							
Software	# License	November 1, 2023 to December 2023	January 1, 2024 to December 31, 2024	January 1, 2025 to December 31, 2025	January 1, 2026 to December 31, 2026	January 1, 2027 to December 31, 2027	January 1, 2028 to December 31, 2028
CourtView eServices eAccess Portal	1		\$35,762.00	\$37,550.00	\$39,428.00	\$41,399.00	\$43,469.00
CourtView eServices ePay	1		\$6,046.00	\$6,348.00	\$6,665.00	\$6,998.00	\$7,348.00
CourtView IJIS Broker Integrator Interfaces			\$48,797.00	\$51,237.00	\$53,799.00	\$56,489.00	\$59,313.00
CourtView2 Attachit!			\$1,318.00	\$1,384.00	\$1,453.00	\$1,526.00	\$1,602.00
CourtView2 Case Management System	120		\$101,471.00	\$106,545.00	\$111,872.00	\$117,466.00	\$123,339.00
CourtView2 Dashboard			\$2,281.00	\$2,395.00	\$2,515.00	\$2,641.00	\$2,773.00
Multiple Case Expungement	1		\$1,247.00	\$1,309.00	\$1,374.00	\$1,443.00	\$1,515.00
ShowCase iDMS Document Management Server			\$909.00	\$954.00	\$1,002.00	\$1,052.00	\$1,105.00
ShowCase iDMS Document Management User	60		\$13,098.00	\$13,753.00	\$14,441.00	\$15,163.00	\$15,921.00
ShowCase iDMS Document Management Web							
Service for eServices	1		\$273.00	\$287.00	\$301.00	\$316.00	\$332.00
Uniface Web Deployment	1		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CourtView JusticeFiling ¹	1	\$3,797.00	\$47,843.00	\$50,235.00	\$52,747.00	\$55,384.00	\$58,153.00
Judicial Tools Server ²	1		\$14,938.44	\$15,685.00	\$16,469.00	\$17,292.00	\$18,157.00
Judicial Tools User ²	86		\$9,460.00	\$9,933.00	\$10,430.00	\$10,952.00	\$11,500.00
Uniface Web Deployment ²	1		\$780.00	\$819.00	\$860.00	\$903.00	\$948.00
Total		\$3,797.00	\$284,223.44	\$298,434.00	\$313,356.00	\$329,024.00	\$345,475.00

1. CourtView JusticeFiling prorated into a calendar year at 1/12 the annual rate of \$45,565.00 for December 2023. Software maintenance will then renew annually in January along with other CourtView supported products.

2. Judicial Tools Server, Judicial Tools Users, and Uniface Web Deployment software maintenance will be activated and invoiced upon Go-Live of the software. First year support and maintenance fee will be prorated into a calendar year at 1/12 of the annual rate of \$25,178.44 for the number of months remaining through December 31 of that current year. Software maintenance will then renew annually in January along with other CourtView supported products.

JUDICIAL TOOLS FEES

Project: Clark County, NV. Judicial Tools

ONE TIME COSTS

Product	Product Type	Quantity	Unit Price	Subtotal	Discount	Extended Price
Licenses:						
Judicial Tools Server	License	1	\$67,902.00	\$67,902.00		\$67,902.00
Judicial Tools Named User	License	86	\$500.00	\$43,000.00		\$43,000.00
						Subtotal \$110,902.00
Uniface Web Deployment	3rd Party License	1	\$2,600.00	\$2,600.00		\$2,600.00
						Subtotal \$2,600.00

Services:

Professional Services - User Acceptance Testing Assistance	Service	1	\$1,720.00	\$1,720.00	10.00%	\$1,548.00
Professional Services - Training	Service	1	\$17,200.00	\$17,200.00	10.00%	\$15,480.00
Professional Services - Software Installation	Service	1	\$5,160.00	\$5,160.00	10.00%	\$4,644.00
Professional Services - Software Configuration	Service	1	\$8,600.00	\$8,600.00	10.00%	\$7,740.00
Professional Services - Project Management	Service	1	\$10,750.00	\$10,750.00	10.00%	\$9,675.00
Professional Services - Go-Live Support	Service	1	\$6,880.00	\$6,880.00	10.00%	\$6,192.00
Professional Services - Analysis	Service	1	\$3,440.00	\$3,440.00	10.00%	\$3,096.00
						Subtotal \$48,375.00

Other:

Estimated Travel Expenses	Flow Through	1	\$5,200.00	\$5,200.00		\$5,200.00
						Subtotal \$5,200.00

Estimated Total of One Time Costs, excluding applicable taxes: \$167,077.00

Billing Terms for Judicial Tools Fees

Software Licenses:

- License fees will be invoiced in full upon execution of this Agreement.

Maintenance and Support:

- Maintenance fees will be invoiced upon go live of the product.

Implementation Services:

- Project Management services will be invoiced in full at the end of the first month in which Project Management Services are provided.
- Analysis services will be invoiced in full at the end of the first month in which Analysis Services are provided.
- Software Configuration services will be invoiced in full at the end of the first month in which Software Configuration Services are provided.
- Software Installation services will be invoiced in full at the end of the first month in which Software Installation Services are provided.
- Training services will be invoiced in full at the end of the first month in which Training Services are provided.
- Go Live services will be invoiced in full at the end of the first month in which Go Live Services are provided.
- User Acceptance Testing services will be invoice in full at the end of the first month in which User Acceptance Testing Services are provided.

**Exhibit F
MAINTENANCE TERMS**

1. SUPPORT SERVICES

COUNTY will authorize and identify a reasonable number of contacts who may initiate support with PROVIDER. These named users must be technically capable and familiar with the products covered under this scope. COUNTY will perform basic troubleshooting before contacting PROVIDER to eliminate issues caused by other variables such as applications, power, hardware, security, infrastructure, and environment. PROVIDER reserves the right to decline support to COUNTY named users not authorized to initiate support.

PROVIDER will provide support after confirming COUNTY has been unable to resolve the issue through its own troubleshooting. Once the reported problem can be reproduced and documented, and resolution identified such as assistance provided over the phone, application working as documented, configuration change, or programming change, the ticket will be closed. If a programming change is required, the ticket will remain open until the updated fix is delivered in a future release.

Maintenance includes bug fixes and telephone support and may include, if they are made available by PROVIDER, software updates.

2. CORRECTION OF DEFECTS

In the event the COUNTY encounters an error and/or malfunction ("Defect") in the PROVIDER Software because it is not conforming to documentation provided by PROVIDER, it shall communicate the circumstances and any supporting information to PROVIDER. Upon receipt, PROVIDER will respond as follows:

- a. In the event that, in the mutual and reasonable opinion of PROVIDER and the COUNTY, there exists a Defect that does not constitute a serious impediment to the normal intended use of the PROVIDER Software, PROVIDER will correct the Defect and distribute the correction to the COUNTY in accordance with PROVIDER's normal software revision schedule.
- b. In the event that, in the mutual and reasonable opinion of PROVIDER and the COUNTY, there exists a Defect that does constitute a serious impediment to the normal intended use of the PROVIDER Software, PROVIDER will take such steps as are reasonably required to correct the Defect promptly.

3. SOFTWARE REVISIONS AND NEW VERSIONS

- a. PROVIDER Software may be revised by PROVIDER as a result of (i) emergency correction of Defect, (ii) periodic correction of Defects and/or (iii) the release of upgrades or improvements or modifications designed to improve the performance of the PROVIDER Software and/or to increase the capabilities of the PROVIDER Software (hereafter "Revisions").
- b. Revisions will be provided at no additional charge during the term of the Software Maintenance Scope of Work.
- c. New Versions ("New Versions") of the PROVIDER Software may be issued by PROVIDER from time to time (excluding 3rd party software). A New Version substantially changes the architecture and/or coding structure of the application,

and the New Version is not written as an add-on to the current software code base. PROVIDER will, from time to time, release new products (including New Versions) and/or modules, which PROVIDER will make available to COUNTY at the then-current price(s).

- d. All Revisions and New Versions will be transmitted to the COUNTY electronically unless otherwise mutually agreed. The COUNTY shall be solely responsible for executing the appropriate instructions in order to transfer the Revisions or New Versions onto its system unless otherwise mutually agreed in writing.
- e. If COUNTY reports a Defect to PROVIDER that can be resolved through upgrading to a New Revision, COUNTY must upgrade to say New Revision and PROVIDER is not obligated to correct the Defect through remediation of the older version unless otherwise mutually agreed in writing.
- f. PROVIDER Software is designed as standard products and not as customized systems. PROVIDER recognizes the need for some COUNTY customization; however, PROVIDER reserves the right to control the design, performance, and integration of PROVIDER products and, as a result, may reject COUNTY requests for modifications or enhancements that are inconsistent with PROVIDER's product strategy.
- g. PROVIDER will use commercially reasonable efforts to modify the PROVIDER Software in order to maintain its existing functionality and provide functionality required as a result in changes to the law, regulations, or rules of the COUNTY's State jurisdiction. A change to the law, regulations, or rules of the COUNTY's State jurisdiction that requires new functionality is an enhancement. PROVIDER, at its sole discretion, may elect to add such enhancements to the product as a revision. If COUNTY requires such enhancement prior to PROVIDER decision, if any, to add to the product, the COUNTY will be required to pay for such additional services at PROVIDER's then current time and materials rate. In either case, the COUNTY shall timely notify PROVIDER in writing of all requested legislative updates. The notice shall contain a summary of the modifications, identifying the applications and functions to be modified as well as detailed specification of the required changes. The COUNTY shall also provide a complete text, including effective date, of the legislation and/or order mandating the modifications. PROVIDER shall then prepare a detailed functional specification for approval by COUNTY and the timeline required for implementation. Nothing in this provision requires PROVIDER to undertake extraordinary efforts to complete the legislative updates or provide new functionality except as additional services as described in section 7 below. COUNTY agrees to cooperate with other COUNTYS in the jurisdiction to agree upon appropriate specifications.

4. TECHNICAL LITERATURE

PROVIDER shall make available to the COUNTY technical literature that PROVIDER considers relevant to the PROVIDER Software and its use within the scope of COUNTY's operations.

5. REMOTE DIAGNOSTIC ACCESS

The COUNTY shall provide appropriate remote access capabilities by which PROVIDER may, with the permission of the COUNTY, remotely access the PROVIDER Software for the purpose of remote diagnostics and support.

6. PROPER USE

- a. The COUNTY agrees that all reasonable effort shall be taken to ensure that neither the PROVIDER Software nor data files are misused.
- b. In the event that the COUNTY or its agents misuses the PROVIDER Software or data files, including, but not limited to, inserting, updating, deleting or otherwise modifying data through a means other than the PROVIDER Software, although PROVIDER is not obligated to correct such misuse, PROVIDER may attempt to correct the situation, if possible, at COUNTY's expense.
- c. In the event that diagnostic assistance is provided by PROVIDER, which, in the reasonable opinion of PROVIDER, relates to problems not caused by a Defect in the PROVIDER Software, such assistance shall be at the COUNTY's expense.

7. ADDITIONAL SERVICES

- a. The COUNTY may desire to have additional modifications or minor enhancements performed; the fees for these services shall be in accordance with PROVIDER's then current time and materials rates. Specific services may include requirements analysis, preparation of functional or programming specifications, software development, testing, documentation, installation, data conversion, training, and help desk support. PROVIDER shall provide an estimate of cost prior to performing any of the above services. PROVIDER is available to perform these modifications within the scope of this Contract only if parties mutually agree to modify this Contract by executing a written amendment or under a separate agreement.
- b. Additional support outside the scope of the support services described in this Agreement may be available to the COUNTY upon request, as referenced in Section IV, Changes to Services in the Main Contract.

8. RESPONSE TIMES AND AVAILABILITY

- a. Definition. The Customer Support Department is the primary means of communication between the COUNTY and PROVIDER regarding all PROVIDER software issues. Customer Support provides the most efficient means to track, manage, and resolve all PROVIDER software issues. The following table provides information on PROVIDER'S categorization of issues.

Priority	Criteria
<u>Urgent</u> Extremely Severe Business Impact	Issue results in broad disruption or degradation of production environment services (not caused by the COUNTY's hardware or environment) causing a severe business impact to the COUNTY, and for which no acceptable workaround exists, including where: · A core business function is prevented from being carried out; or · An issue results in a disruption or degradation for multiple core business functions that affect one or more of the COUNTY's business groups.

Priority	Criteria
High Serious Business Impact	An error or Software issue related to a core system or business function that causes a serious business impact to the COUNTY by impeding the normal intended use of the software but allowing processing to continue in a restricted manner, and for which there is no known system workaround.
Normal Moderate Business Impact	A software operational error related to a core system or business function that causes a moderate to low business impact to the COUNTY but does not cause a serious impediment to the normal intended use of the software, and for which a system workaround may exist; or questions about how to use the application.
Low Little or No Business Impact	System functionality is largely correct except for minor, display or cosmetic errors with non-core functions of the software that causes little or no business impact to the COUNTY. Includes requests for documentation changes or corrections.

b. Response Time. PROVIDER will respond as quickly as possible to each request, but uses the response time targets for Average First Reply Time, during the defined hours of operation, provided in the table below. First Reply Time is defined as the time it takes a PROVIDER Customer Care Agent to respond to COUNTY's request for assistance.

	Average First Reply Time Target	Average Resolution Time Target
Urgent	1 hour	As soon as possible, but no more than 24 hours
High	8 business hours	48 hours (not including development or release time)
Normal	2 business days	5 business days (not including development or release time)
Low	2 business days	Mutually agreed time or Scheduled for future release

c. Resolution Time. Resolution time will vary depending on the severity and complexity of the reported problem. Resolution time is defined as the time it takes PROVIDER to sufficiently remedy the problem or return the system to operational status. Resolution may mean that a temporary fix has been provided to correct a problem until a permanent solution can be delivered. Average Resolution Time targets are provided in the table above. Elapsed time for development effort is not included in Resolution time.

d. Hours of Operation. PROVIDER shall be available for support services Monday through Friday, 8 A.M. to 5 P.M. Eastern Time, except for PROVIDER-observed holidays, which may be revised from time to time.