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NO. 92-008

COMPUTER SOFTWARE PURCHASE AGREEMENT

92 JAN 23 P1 32

This agreement, entered into this 16th day of Jan., 1992 by and between Rick Carnevali, sole proprietor of Micro Systems and Support, hereinafter referred to as "VENDOR" and Douglas County and the Douglas County Courts Design and Planning Team, hereinafter referred to as "CUSTOMER", on the terms and conditions as set forth herein and the exhibits attached hereto and incorporated by reference.

CLERK
BY A. Condon DEPUTY

1. The VENDOR hereby agrees to provide and CUSTOMER hereby agrees to obtain the Computer Products and Services described in Exhibit "A". Products supplied may be proprietary product of VENDOR or other party, whose product VENDOR is authorized to provide to CUSTOMER.

2. CUSTOMER shall pay to VENDOR as full consideration for the Products and Services, as set forth in Exhibit A, and as scheduled in Exhibit B. All amounts are due and payable as set forth in Exhibit B provided VENDOR has met the performance deadlines and criteria set forth in Exhibit B. Failure of VENDOR to perform as scheduled or in a manner which is acceptable to CUSTOMER shall result in penalties being assessed against VENDOR as set forth in Exhibit B.

3. VENDOR shall, prior to installation of software, prepare installation specifications to be approved by CUSTOMER's hardware vendor. Such specifications shall include details of program and data storage directories planned; itemization of all proprietary software, the version numbers of said software, internal and

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external storage requirements of each program; itemization of data files that will be stored and estimated storage requirements for each file or file type; any proposed modifications to the existing LANSHELL menuing system, config.sys, autoexec.bat, command.com, or any other systems files. CUSTOMER will return comments and changes to VENDOR within 10 days of receipt of this information. No software or data will be stored or changed on any system without the prior written consent of hardware vendor.

4. The price shall include turn key installation on each of three networks, licensing agreements for each location, training, and trouble shooting as set forth in Exhibit A and scheduled for in Exhibit B.

5. VENDOR's representatives shall be responsible for delivery and installation of all software in the locations specified by CUSTOMER. Any litigation caused by any delays created by circumstances not of VENDOR's fault is the VENDOR's responsibility.

(a) "Delivery" means delivery of all software, manuals, documentation, warranties and license agreements to each site.

(b) "Installation" means creation of directories, installation and testing of all software on the hardware in each site, modification of LANSHELL menus as necessary, written verification by VENDOR's representative that all software is operable, and delivering to the CUSTOMER's contact person in each location the original copies of all software on 5 1/4" high density diskettes in each site, manuals, installation instructions, program documentation and user documentation. VENDOR shall perform the

inspection and diagnostic checks of the software using thorough test procedures. VENDOR shall certify in writing to CUSTOMER that these facts are so, with such certification shall constitute Completion of Installation.

(c) All charges for installation, labor, and necessary materials shall be at the expense of the VENDOR.

(d) Installation will take place during normal office hours with a minimum of 24 hours notice to court personnel.

6. VENDOR will provide maintenance and support of all related software as set forth in Exhibit A, attached hereto and made a part hereof as if fully set forth herein.

7. VENDOR will warrant all related software as set forth in Exhibit A, attached hereto and made a part hereof as if fully set forth herein.

(a) CUSTOMER is entitled to the same warranty that the vendor of the commercial software makes available to VENDOR.

(b) If a defect is discovered in the software which results from VENDOR's modifications to the commercial software, VENDOR warrants he will make changes necessary to correct the defect.

(c) If the problem is the result of a defect in the underlying commercial software and is not covered by the software provider's warranty then the VENDOR agrees to make every effort to rectify the problem, working in cooperation with the CUSTOMER and the software provider on a billable time basis.

8. VENDOR will provide training to CUSTOMER personnel in the use, operation, installation, printing and back-up of the software

system, as set forth in Exhibit A. This training shall be carried out according to Exhibit B but can be modified if mutually renegotiated in writing. Formal training period will not exceed four (4) months from date of initial training unless mutually renegotiated in writing by CUSTOMER and VENDOR. CUSTOMER agrees to make the designated CUSTOMER's employees reasonably available for training for the length of time required during the agreed to period of time. Any assistance required over and above the formal training shall be paid for by the CUSTOMER at the rate schedule attached and set forth in Exhibit C.

9. The VENDOR shall procure all permits and licenses, pay all charges, fees, and taxes.

10. Direct purchases of materials by the CUSTOMER are exempt from Sales or Use tax.

11. The use and ownership of the Jury Management software may be used by the Douglas County District Court, East Fork Justice Court and Tahoe Justice Court. Changes, modifications and updates may be shared freely between the licensed Courts. All rights to the program outside of Douglas County is retained by VENDOR.

12. The VENDOR shall keep fully informed on all Federal and State laws, all local bylaws, regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority which in any manner affect those engaging or employed on the work, or which in any way affect the conduct of the work. VENDOR shall at all times observe and comply with all such laws in force at the time of the agreement. The VENDOR shall protect and indemnify the

CUSTOMER and Douglas County and its representatives against any claim or liability arising from or based on the violation of any such law, bylaw, ordinance, regulation, order or decree whether by himself or his employees. No extension of time or additional payment will be made for loss of time or disruption of work caused by any actions against the VENDOR for any of the above reasons.

13. VENDOR acknowledges that their relationship to the CUSTOMER shall be that of any independent contractor. VENDOR shall be free to dispose of such portion of their entire time, energy and skill during regular business hours as they are not obligated to devote to the CUSTOMER as they see fit. VENDOR shall not be considered as having State or County employee status and the State, County and CUSTOMER are not liable for any negligent acts of the VENDOR. CUSTOMER is not liable or responsible for SIIS or industrial insurance for VENDOR or VENDOR's employees and/or agents.

14. All notices which CUSTOMER or VENDOR may have cause to give to the other shall be addressed to the party at the addresses provided below:

VENDOR:

Micro Systems and Support
Rick Carnevali
P.O. Box 19640
South Lake Tahoe, CA
96151

CUSTOMER:

Helen Chappell
Douglas County Courts
P.O. Box 218
Minden, NV
89423

(a) CUSTOMER designates Helen Chappell and Soni Meckem to represent CUSTOMER and help coordinate CUSTOMER's personnel during the design, development, installation and training period of

software. CUSTOMER designates Helen Chappell for District Court, Vicki Owen for East Fork Justice Court, and Karleen Hathcock for Tahoe Justice Court as CUSTOMER contacts to arrange for software installation and delivery in each of the customer sites.

(b) VENDOR agrees to designate Tim Gillespie to represent VENDOR and help coordinate VENDOR's personnel during the design, development, installation and training period of software.

15. This agreement shall be governed by the laws of the State of Nevada.

16. VENDOR and its insurers are to assume risk of loss or damage to software up to and including the time of installation, testing, training, and certification. After Certification of Completion, CUSTOMER will assume the said risk.

17. Nothing contained in this agreement shall be construed to imply that a joint venture or partnership is created by and between the parties hereto.

18. VENDOR warrants that all software set forth in Exhibit A is the latest version and most recent release of the software. If, during the term of the agreement, latter versions of the software, as set forth in Exhibit A, should be released, and/or if software technology should improve or change in such a manner that the software as set forth in Exhibit A would no longer be considered "state of the art", or to such a degree that the performance to cost ratio of the software as set forth in Exhibit A would be significantly less than that of other software, the VENDOR will notify the CUSTOMER and propose to the CUSTOMER any substitutions.

Any additions, substitutions, or modifications to Exhibit A shall be in writing and signed by both parties.

If, during the term of the contract, the VENDOR's cost for materials, labor, transportation, etc., are increased, the VENDOR may apply to the CUSTOMER for a corresponding price adjustment. Such application must be accompanied by sufficient information to justify approval.

19. Failure to perform in any of the above categories without prior written mutual agreement between VENDOR and the CUSTOMER, will constitute grounds for termination of contract by the CUSTOMER, with thirty days written notice at no penalty to the CUSTOMER or Douglas County, Nevada. Upon termination of the contract by CUSTOMER, all monies previously paid by CUSTOMER to VENDOR are reimbursable to CUSTOMER.

20. VENDOR shall have the right to terminate this agreement in the event that CUSTOMER neglects or fails to perform or observe any of its material obligations herein, including but not limited to, the timely payment of any sums due VENDOR and the timely answers to any design questions received in writing from VENDOR. VENDOR may not terminate this agreement without first providing written notice of the specifics of CUSTOMER's neglect or failure to perform or observe any of its material obligation herein. CUSTOMER then has 30 days from receipt of the written notice within which to cure. If CUSTOMER does not cure within this 30 day period, VENDOR shall then have the right to terminate this agreement. VENDOR shall not be penalized for any delays caused by the CUSTOMER's

neglect or failure to perform or observe any of its material obligations herein.

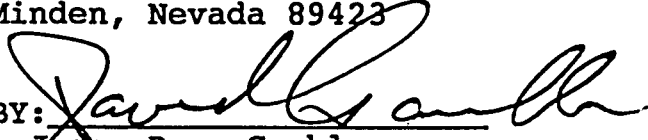
21. CUSTOMER does not waive its sovereign immunity by entering into this contract and fully retains all immunities and defenses provided by law with regard to any action based on this agreement.

22. VENDOR certifies and warrants that no gratuities, kickbacks and contingency fees were paid in connection with this agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this contract.

23. This agreement constitutes the entire agreement with respect to the software and services herein described between CUSTOMER and VENDOR and supersedes and cancels any and all prior agreements or proposals, written or oral, between the parties relating to the subject matter hereof unless mentioned in the Agreement or the attached Exhibits. Any amendments, addenda, alterations or modifications to the terms or conditions of this agreement shall be in writing and signed by both parties.

IN WITNESS WHEREOF, the undersigned have set their hands and seals the day and year first above written.

DOUGLAS COUNTY COURTS
DESIGN AND PLANNING TEAM
Post Office Box 218
Minden, Nevada 89423

BY: 
Judge Dave Gamble,
CUSTOMER Representative

DOUGLAS COUNTY BOARD OF
COMMISSIONERS

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BY: *Michael E. Fisher*
Michael E. Fisher,
Chairman

ATTEST:

Barbara J. Reed
BARBARA J. REED, CLERK

MICRO SYSTEMS & SUPPORT
Post Office Box 19640
South Lake Tahoe, NV
96151

BY: *Rick Carnevali*
Rick Carnevali, Vendor

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EXHIBIT 'A'
PRODUCTS AND SERVICES

I. PROPRIETARY SOFTWARE (OTHER THAN VENDOR'S SOFTWARE):

A. USE AND OWNERSHIP: CUSTOMER owns the licenses to the following proprietary software and must abide by the terms and conditions of the individual licensing agreements. VENDOR certifies that the turn key installation and use of the Jury Management System and all related software does not violate any proprietary software licensing agreements.

B. ITEMIZATION:

PC File 5.01 LAN, Buttonware

Three (3) LAN licenses (15 workstations supported)

II. VENDOR'S PROPRIETARY JURY MANAGEMENT SOFTWARE DESIGN:

A. Program may be used for Jury Management within the Douglas County Courts. Three jurisdictions are licensed: Douglas County District Court, East Fork Township Justice Court, and Tahoe Township Justice Court. Changes, modifications and upgrades may be shared freely between the licensed courts. All rights to the program outside of Douglas County is retained by VENDOR. VENDOR certifies that the turn key installation and use of the Jury Management System and all related software does not violate any proprietary software licensing agreements nor infringe upon any patents or copyrights.

B. ITEMIZATION OF CAPABILITIES:

Jury Selections, processing and record keeping
Application is based on PC-File 5.01 LAN

Features:

Automatic random selection of jurors for panels

Duplicate record checking

Jury panels files stored in subdirectory on fileserver
hard drive

Quick access to specific panel information

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Record for each juror. Record includes details such as date juror was summoned, disposition, etc.
Search, retrieval and list of jurors, who have served
Report listing ineligible jurors, reason they are ineligible and date they become eligible
Generate "Roll Call" reports "Randomized seating list"
"Order to Show Cause" forms, mailing labels and misc other forms and letters
Perform relevant calculations and automatically prepares "Jury Pay Sheet"
Management reports detailing, among other things, jury panels and their statuts, total jury pay, number of jurors selected and number who actually served

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III. PROPRIETARY SOFTWARE DOCUMENTATION (OTHER THAN VENDOR'S SOFTWARE):

PC-File 5.01 LAN, Buttonware
15 copies of user's manual

IV. VENDOR'S PROPRIETARY JURY MANAGEMENT SOFTWARE DOCUMENTATION:

Jury selection procedure/checklist (15 copies)

V. TRAINING:

VENDOR will provide 2 (two) on-site training sessions. Each training session will last four (4) hours and will be conducted on the same day. A maximum of 6 CUSTOMER employees may attend each training session for a total number of employees to be trained not to exceed 12 (twelve).

In each of the training sessions VENDOR will:

1. Provide a demonstration of the program and all of its features.
2. Provide 'hands-on' instruction of the use and operation of all of the features of the program.

Upon Certification of Completion of Training by CUSTOMER representative, a four month "Telephone Support/Training" Period will begin.

VI. INSTALLATION:

VENDOR will install all new software and make any necessary modifications to any existing software in each of the three court locations in order for the Turn Key Jury Management System to operate. Such installation will be in accordance with the Agreement.

VII. MAINTENANCE, SUPPORT & TROUBLESHOOTING:

VENDOR will provide 4 (four) months of free "Telephone Support/Training". The 4 (four) months will begin upon certification of completion of Training.

VIII. WARRANTY:

VENDOR warrants that the turn key Jury Management System is free from errors, omissions, and/or 'bugs' if the system is used according to the documentation and procedures. Further, VENDOR agrees to fix any errors, omissions, and/or 'bugs' that occur in the system, and which are not due to operator error, free of charge to CUSTOMER.

Should the turn key Jury Management System fail to perform free from errors, omissions, and/or 'bugs', which are not due to operator error, for 6 consecutive juries in the District Court, hereinafter referred to as the "6 JURY PERFORMANCE PERIOD" and for the successful completion of all the procedures conducted at the end of one year and the beginning of another, CUSTOMER may at its sole option elect to Cancel this agreement and at that time the system will be returned to the VENDOR and all moneys previously paid to the VENDOR will be reimbursable to the CUSTOMER.

IX. COMPLETION:

For the purposes of this agreement "COMPLETION" shall only mean that VENDOR has delivered certification of installation to the CUSTOMER. Completion will be on February 25, 1992.

X. PRICE:

\$ 7,200.00	Jury Management Design
\$ 1,140.00	Proprietary Software Licenses
\$ 1,500.00	Professional Services (Installation, Training, Support)
=====	
\$ 9,840.00	Total

EXHIBIT 'B'
PERFORMANCE AND PAYMENT SCHEDULE AND DEADLINES

I. LATE PENALTIES:

VENDOR will be assessed a late penalty of \$ 50.00 per day, to be deducted from any amounts owed by CUSTOMER, for failure to meet any of the delivery dates below. Late penalties will not be assessed for any delivery dates missed due to CUSTOMER neglect or failure to perform.

II. SCHEDULE:

- A. Installation Specifications Submission on January 2, 1992.
 - B. Installation Specification Response on January 20, 1992.
 - C. Complete system prototype demonstrations and CUSTOMER input will be conducted before February 25, 1992.
 - D. Installation and testing in Tahoe Justice Court will be conducted before February 25, 1992.
 - E. Certificate of Installation for Tahoe Justice Court will be delivered before February 25, 1992.
 - F. Installation and testing in District Court will be conducted before February 25, 1992.
 - G. Certificate of Installation in District Court will be delivered on before February 25, 1992.
 - H. Installation and testing in East Fork Justice Court will be conducted before February 25, 1992.
 - I. Certificate of Installation in East Fork Justice Court will be delivered before February 25, 1992.
 - J. After verifying at each site that Customer representatives have received all deliverables, Certificate of Completion will be delivered on before February 25, 1992.
- Payment of \$ 6,000 less penalties assessed as soon as this milestone is completed.
- K. Two Training sessions will be conducted on February 28, 1992.
 - L. Certificate of Completion of training delivered on February 28, 1992.
 - M. Four Month Training/Support Period ends on June 28, 1992.

Payment of \$ 2,856 less penalties assessed as soon as this milestone is completed.

N. 10% Retainage of \$984 paid as soon as "6 JURY PERFORMANCE PERIOD" is attained.

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EXHIBIT 'C'

Professional Service fee is \$60.00 per hour for any training, programming, enhancements, etc.

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CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

SEAL

DATE: Jan 23, 1992
By B Reed Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.
By Sondie Conder Deputy

REQUESTED BY
DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'92 JAN 23 P2:36

SUZANNE BEAUDREAU
RECORDER

\$ 0 PAID K2 DEPUTY

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