

LEGAL FILES SOFTWARE AND SERVICES AGREEMENT

This Legal Files Software Agreement (this “Agreement”) is effective as of the ____ day of _____, 2017 by and between the City of North Las Vegas, a Nevada municipal corporation (the “City”) and Legal Files Software, Inc., an Illinois corporation (the “Provider”).

RECITALS

A. WHEREAS, the City seeks to implement new document management software in the City Attorney’s Office (the “CAO”) to improve document and case file organization and accessibility;

B. WHEREAS, the City also seeks to have the documents and case files in the CAO’s current document management system converted into the new document management software;

C. WHEREAS, the Provider is a software company that creates a document management system (the “Product”), and Provider has experience in maintenance, technical, and warranty services for the Product;

D. WHEREAS, the Provider can install the Product, provide support services to the CAO for the Product, and can convert the documents and case files in the CAO’s current document management system into the Product (the “Services”); and

E. WHEREAS, upon the terms and conditions described in this Agreement, the City desires to purchase the Legal Files maintenance and warranty services and requests that the Provider grant the City access to the Product and perform the necessary Services for installation, support, and conversion of documents into the Product, and the Provider agrees to such performance.

NOW, THEREFORE, upon good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Provider agree to the following terms, conditions and covenants:

SECTION ONE RESPONSIBILITY OF PROVIDER

1.1. The Provider shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of the Product and Services furnished by the Provider, and by any of the principals, employees and agents of Provider.

1.2. The Provider shall designate a Project Manager who shall be the point of contact for the City. All of the responsibilities of the Provider specified by this Agreement shall be performed by the Project Manager, or by the Provider’s employees and representatives under the personal supervision of the Project Manager.

1.3. Prior to this Agreement taking effect, Provider shall provide the City with a sample project plan or details on the implementation Project-Sessions Management Services described on the Order Form. The City will review this information upon receipt. If the City finds this information acceptable, it will be incorporated into this Agreement, and the City will effectuate this Agreement.

SECTION TWO SCOPE OF SERVICES

2.1. The Provider shall provide the Product and Services required in this Agreement, including the software licenses and services described on the “Legal Files Software Order Form” and exhibits thereto (“Order Form”), which is attached hereto as Exhibit “A” and incorporated herein by reference.

2.2. Upon installation and payment for the Product, Provider grants the City a perpetual license in the software that shall continue whether or not the City renews a maintenance and support agreement with Provider, subject to the terms and conditions of Exhibit A – Order Form.

2.3. If any of the terms of the Order Form conflict, expressly or implicitly, with any terms of this Agreement, the terms of this Agreement shall govern and the conflicting terms of the Order Form shall be considered null and void and not applicable to this Agreement.

2.4. The Provider warrants that the Product and Services shall be free from material defects in workmanship for a period of twelve (12) months after receipt by the City. The Provider further warrants that the Services will be performed in a professional and workmanlike manner consistent with applicable industry standards.

SECTION THREE PAYMENT TERMS

3.1. The quoted prices on the Order Form shall remain in effect for the duration of this Agreement. The City shall pay the Provider for the Product and Services as follows:

- a. The City shall pay the Provider for the “License and Support” indicated on the Order Form in an amount not to exceed Twenty-Seven Thousand, Nine Hundred Twenty-Four and 00/100 Dollars (\$27,924.00) as follows: the City will pay 50% of this total upon placement of the order; the City shall pay 25% of this total upon installation; and the City shall pay the remaining 25% of this total when the product goes live in the CAO.
- b. The City shall pay the Provider for “Implementation Services” and “Additional Services” indicated on the Order Form in an amount not to exceed Forty Thousand, Eight Hundred and 00/100 Dollars (\$40,800.00). This is to account for any potential increase that may arise for Remote Installation Support, Data Mapping, Custom Data Conversion, and Custom Programming, for which the

estimated costs are contained on the first page of the Order Form. The City shall pay for these Services as incurred pursuant to the procedure outlined in Section 3.3. below.

- c. The City shall pay the Provider for travel, meals, lodging and expenses for on-site services in an amount not to exceed Four Thousand, Two Hundred Five and 00/100 Dollars (\$4,205.00) as follows:

According to the Order Form, Provider anticipates two (2) on-site visits for a total of seven (7) days made by one (1) employee of Legal Files, Inc. The costs for travel, meals, lodging and expenses shall not exceed the following costs:

- 1) Travel/Airfare shall not exceed \$1,000 per trip to the City. Total for two (2) trips not to exceed \$2,000.
- 2) Meals shall not exceed \$65 per day. Total for seven (7) days not to exceed \$455.
- 3) Lodging shall not exceed \$175 per day. Total for seven (7) days not to exceed \$1,225.
- 4) Rental Car/Transportation shall not exceed \$75 per day. Total for seven (7) days not to exceed \$525.

The City shall pay for these Services as incurred pursuant to the procedure outlined in Section 3.3. below.

- d. The total cost of this Agreement for the Product and Services shall not exceed Seventy-Two Thousand, Nine Hundred Twenty-Nine and 00/100 Dollars (\$72,929.00).

3.2. No additional compensation shall be paid, and no increase in the time of performance shall be awarded, to the Provider for changes to the scope of work stated in this Agreement without the prior written authorization of the City to proceed with such changes.

3.3. Other than the payment for the "License and Support" described in 3.1.a. above, payment to the Provider shall be made within thirty (30) calendar days after the City receives each invoice from the Provider provided that such invoice is complete, correct, and undisputed by the City, and that it contains the following information: a detailed description of the work, number of hours worked, a list of costs and any additional information requested by the City. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Provider will be paid in full within 30 calendar days. Invoices received without a valid purchase order number will be returned unpaid. The Provider shall submit the original invoice to:

City of North Las Vegas Finance Department
ATTN: Accounts Payable, Suite 700
2250 Las Vegas Blvd., N.
North Las Vegas, NV 89030

**SECTION FOUR
REPRESENTATIONS AND WARRANTIES**

The Provider represents and warrants that it is a duly formed and validly existing corporation and is in good standing pursuant to the laws of the State of Illinois, and is duly qualified to do business in, and is in good standing in, Nevada, and has the full power, authority and legal right to execute, deliver and perform under this Agreement. The representations and warranties made by the Provider survive the termination or expiration of the Agreement.

**SECTION FIVE
INSURANCE**

5.1. The Provider shall procure and maintain at all times during the term of this Agreement and for one year thereafter, at its own expense, the following insurances:

- a. Comprehensive General Liability (bodily injury and property damage) insurance in a policy limit of not less than \$1,000,000 for combined single limit per occurrence. Such General Liability insurance policy shall be endorsed as to include the City as an additional insured.
- b. Workers' Compensation Insurance as required by applicable legal requirements, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against the City or the Provider.

5.2. Provider shall deliver the certificate of insurance indicating that such insurance is in effect to the City before work is begun under this Agreement. If the Provider is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of this Agreement, and the certificate of insurance shall state that coverage is claims-made and the retroactive date. The Provider shall provide the City with 30-day advance written notice of policy cancellation of any insurance policy required to be maintained by the Provider.

5.3. All insurance policies required hereunder, and all renewals, shall be provided by a company or companies authorized to do business in Nevada and shall expressly: (a) waive subrogation against the City, its officers, agents, servants and employees, (b) provide that they are primary and noncontributing with any insurance which the City may carry; and (c) disclose all deductibles and self-insured retentions in the Certificate of Insurance.

**SECTION SIX
TERM AND TERMINATION**

6.1. The term of this Agreement shall commence on the effective date and continue for twelve (12) months unless earlier terminated pursuant to this Section. The City Manager or his or her designee has the option at his or her sole discretion, to renew the maintenance and support agreement for three (3) one-year terms.

6.2. The City may terminate this Agreement, with or without cause, upon thirty (30) days prior written notification of the termination to the Provider. Notification to the Provider of such termination shall be sent by the City in accordance with Section 8. Upon such termination, the City agrees to pay the Provider the reasonable value for all work and services performed to the date of termination. Upon the termination or expiration of this Agreement, the City shall retain ownership of all City-purchased equipment related to this Agreement.

**SECTION SEVEN
INDEMNIFICATION**

Notwithstanding any of the insurance requirements in Section 5 or limits of liability set forth therein, the Provider shall defend, indemnify and hold harmless the City, and its officers, agents and employees, from any liabilities, claims, damages, losses, expenses, proceedings, actions, judgments, reasonable attorneys' fees, and court costs which the City suffers, or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of the Provider, its subcontractors, agents, and employees, in fulfillment or performance of the terms of this Agreement. This Section 7 shall survive the termination or expiration of this Agreement until such time as the applicable statutes of limitation expire.

**SECTION EIGHT
NOTICES**

All notices and other instruments required to be given under this Agreement shall be in writing and are effective upon delivery in writing if served personally, including, without limitation, delivery by overnight courier service, by facsimile or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To City:	City of North Las Vegas Attention: Deborah Nowak 2250 Las Vegas Boulevard, North North Las Vegas, Nevada 89030 Email: nowakd@cityofnorthlasvegas.com Phone: (702) 633-2179 Fax: (702) 633-2489
To Provider:	Legal Files Software, Inc. Attention: Mike Pratt, Account Manager 801 South Durkin Drive Springfield, Illinois 62704-6027 Email: MikeP@legalfiles.com Phone: (800) 500-0537 Fax: (217) 726-7777

SECTION NINE MISCELLANEOUS

9.1. The laws of the State of Nevada and the North Las Vegas Municipal Code govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law. The parties to this Agreement consent to the jurisdiction of any court of competent jurisdiction in Clark County, Nevada to adjudicate any dispute related to this Agreement or actions to enforce or interpret the terms of this Agreement.

9.2. Assignment of this Agreement by the Provider without the prior written consent of the City is void and a breach of this Agreement.

9.3. The failure to enforce or the delay in enforcement of any provision of this Agreement by one of the parties is not a waiver of such provision or right unless such party expressly waives such provision or right in writing.

9.4. If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, all remaining terms of this Agreement not held invalid, void or unenforceable shall continue in full force and effect.

9.5. In the event any action is commenced by either party against the other in connection herewith, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 9.5 shall survive the completion of the Services until the applicable statutes of limitation expire.

9.6. This Agreement constitutes the entire Agreement between the parties regarding the Product and Services, and supersedes all prior representations, agreements and understandings of the parties. No addition to or modification of this Agreement shall be binding unless executed in writing by the parties hereto.

9.7. Time is of the essence in the performance of this Agreement and all of its terms, provisions, covenants and conditions.

9.8. The City reasonably believes that sufficient funds can be obtained to make all payments during the term of the Agreement to fulfill its obligations under this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the City's functions that enable the Provider to perform the Provider's services and obligations under this Agreement, this Agreement will be terminated when appropriated funds expire.

9.9. Pursuant to NRS § 239.010 and other applicable legal authority, each and every document provided to the City may be a "public record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not in any way be liable to the Provider for the disclosure of any public record, including but not limited to documents provided to the City by Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by the

Provider, the Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorney fees related to such public records request. This Section 9.9 shall survive the expiration or earlier termination of this Agreement.

9.10. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination.

9.11. For purposes of this Agreement, the use of facsimile, email or other electronic medium shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the City and the Provider have caused this Agreement to be executed the day and year first above written.

City of North Las Vegas,
a Nevada municipal corporation

Legal Files Software, Inc.,
an Illinois corporation

By: _____
John J. Lee
Mayor

By: _____
Name: _____
Title: _____

Attest:

By: _____
Catherine A. Raynor, MMC
City Clerk

Approved as to Form:

By: _____
Micaela Rustia Moore
City Attorney

EXHIBIT A

[Please see attached pages.]