

FIRST READING: 2.12.18
SECOND READING: 2.26.18
THIRD READING: 3.12.18

BY: MICHAEL P. O'DONNELL

AN EMERGENCY ORDINANCE AUTHORIZING THE DIRECTOR OF FINANCE TO PAY COURSMART DIGITAL SYSTEMS, INC. AN AMOUNT NOT TO EXCEED SIXTY FIVE THOUSAND TWO HUNDRED TWENTY DOLLARS (\$65,220.00) FOR SERVERS AND VIDEO CODEC REFRESH FOR THE ROCKY RIVER MUNICIPAL COURT AS FURTHER DESCRIBED IN THE ATTACHED EXHIBIT "A"

WHEREAS: the Municipal Court Systems Administrator has determined it is in the best interest of the Rocky River Municipal Court to refresh by upgrading certain hardware and software components; and

WHEREAS: City of Rocky River, Charter, Article VII, Section 4 provides that City Council may authorize expenditures without public bidding for product, services and emergency repair including labor and material.

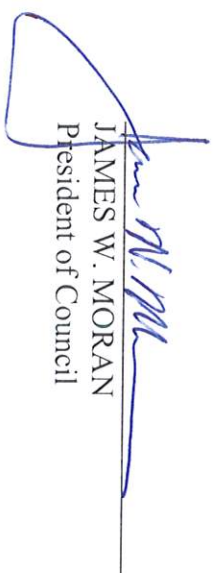
NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ROCKY RIVER, COUNTY OF CUYAHOGA, STATE OF OHIO:

SECTION 1. That the Director of Finance of the City of Rocky River is hereby authorized to pay an amount not to exceed Sixty Five Thousand Two Hundred Twenty Dollars and 00/100 (\$65,220.00), to CourtSmart Digital Systems, Inc. as further described in the attached Exhibit "A".

SECTION 2. That the funds for this purchase shall be paid from the Rocky River Municipal Court Computer A Fund in an amount not to exceed \$65,220.00.

SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of public peace, health and safety, and for the further reason that technology contributes to an efficient Municipal Court operation and, provided it receives the affirmative vote of two-thirds (2/3) of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

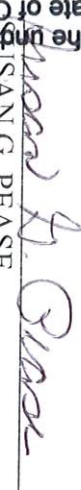
PASSED: March 12th, 2018


JAMES W. MORAN
President of Council

PRESENTED
TO MAYOR: March 12th, 2018

APPROVED: March 12th, 2018

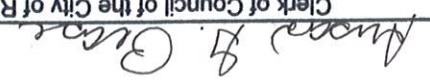
ATTEST:

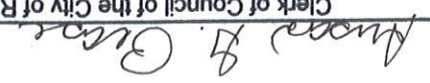

SUSAN G. PEASE
Clerk of Council


PAMELA E. BOBST
Mayor

It is hereby certified that the amount required for the execution of this Ordinance has been lawfully appropriated or authorized for such purpose and is in the treasury or in the process of collection to the credit of the fund(s) described herein free from any obligation or certification now outstanding.


MICHAEL A. THOMAS, CPA
Director of Finance


the undersigned clerk of council of the City of Rocky River, Ohio, do hereby certify that publication of the foregoing ordinance was duly made by posting a true copy thereof in the lobby of the Rocky River City Hall, in accordance with the charter of Rocky River, commencing on the 12th day of MARCH, 2018.


Clerk of Council of the City of Rocky River, Ohio

the _____ day of _____, 20____, in accordance with the charter of Rocky River, commencing on thereof in the lobby of the Rocky River City Hall in foregoing ordinance was duly made by posting a true copy State of Ohio, do hereby certify that publication of the I, the undersigned clerk of council of the city of Rocky River,

City of Rocky River }
County of Cuyahoga } ss

THE UNDERSIGNED CLERK OF THE COUNCIL OF THE CITY OF ROCKY RIVER, OHIO DOES HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF ORDINANCE NO. 9-18 ADOPTED BY THE COUNCIL OF SAID CITY ON THE 12th DAY OF MARCH, 2018 THAT THE PUBLICATION OF SUCH ORDINANCE HAS BEEN MADE AND CERTIFIED OF RECORD ACCORDING TO LAW; THAT NO PROCEEDINGS LOOKING TO A REFERENDUM UPON SUCH ORDINANCE HAVE BEEN TAKEN; THAT SUCH ORDINANCE AND THE CERTIFICATE OF PUBLICATION THEREOF, ARE OF RECORD IN ORDINANCE RECORD NO. 9-18

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL THIS 12th DAY OF MARCH, 2018.

Wanda H. Giese
CLERK OF COUNCIL OF THE CITY OF ROCKY RIVER, OHIO



DATE:	18 December 2017
TIN:	04-3358086
DUNS:	96-910-7484

CourtSmart Digital Systems, Inc.		Quote Prepared for:	ROCKY RIVER MUNICIPAL COURT
51 Middlesex Street			
North Chelmsford, MA 01863			
978-251-3300			
www.courtsmart.com		Quote Type:	SERVERS & VIDEO CODEC REFRESH
		Document:	STATEMENT OF WORK
		Quote Version:	1.0
		Quote Expiration Date:	18 March 2018

STATEMENT OF WORK

CourtSmart will supply the audio servers, audio encoders, archive PC, disc-publisher, BFLs, BFL Controller, video conferencing codecs, and rack kit for the refresh described below. CourtSmart will refresh operating systems, CourtSmart software, SQL, and associated peripherals for each system. The refresh will include configuring the new audio servers, transferring all data from the existing servers, and testing for the court. The servers will continue to provide digital recording for the existing five (5) courtrooms. All archiving will be processed via a new disc publisher, which can be located on the top of the server rack or anywhere with network connectivity. The rack kit will include an LCD-KVM and associated cables.

All new hardware and software carry a 1-year warranty. If the refresh involves the replacement of existing CourtSmart supplied hardware your annual Support Services Agreement will be adjusted to reflect a 1-year reduction for the hardware that has been replaced and is currently under maintenance. After the 1-year warranty period the annual support services invoice will reflect the cost of the new hardware that was installed for this refresh.



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51 Middlesex Street			
North Chelmsford, MA 01863		Quote Type:	SERVERS & VIDEO CODEC REFRESH
978-251-3300		Document:	COST SHEET
www.courtsmart.com		Quote Version:	1.0
		Quote Expiration Date:	18 March 2018

MATERIALS AND INSTALLATION COSTS						
TYPE	DESCRIPTION	MODEL	SPEC	QTY	COST EA.	TOTAL
SERVERS	Audio Servers - 1PRI & 1 BU	Dell R530	2x 6C 3.1 GHz; 16 GB RAM; 16 TB HDD	2	10999	\$ 21,998
	Audio Encoders	Attero-32	1PRI & 1BU	2	3189	\$ 6,378
ARCHIVE	Archive Server	Dell T3620	1x4c-3.2GHz; 2x2TB	1	2399	\$ 2,399
	Disc Publisher	EPSON	Warr3-	1	4439	\$ 4,439
RACK KIT	Rack LCD / KVM	KVM (USB)	CS-BELK-8	1	1949	\$ 1,949
		KVM CABLES	4 CH	4	62	\$ 248
		UPS	PR2200	1	999	\$ 999
	BFL REPLACEMENT	BFL CONTROLLER		1	600	\$ 600
		BFL LIGHT	LUCITE LED	3	450	\$ 1,350
VID. CONF	VIDEO CONFERENCING	Collaborate Pro	Codec	5	3296	\$ 16,480
						\$ 56,840
						\$ 8,380
						\$ 65,220



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51 Middlesex Street		
North Chelmsford, MA 01863	Quote Type:	SERVERS & VIDEO CODEC REFRESH
978-251-3300	Document:	COURTSMART DISCLAIMER
www.courtsmart.com	Quote Version:	1.0
	Quote Expiration Date:	18 March 2018

COURTSMART DISCLAIMER

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

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

Installation included is for all **CourtSmart** related hardware and software. **CourtSmart** is not responsible for providing cabling from hearing rooms to server location. Training of all associated staff included at no additional charge. It is assumed that all staff trained will be experienced in the operation of Windows before training. **CourtSmart** will not train staff on Windows usage.

CourtSmart is basing the following quotation upon information provided to us by the staff. The requirements that were provided to us serve as the basis upon which our recommendation is based. Should your requirements change, it may be necessary to adjust our recommendations or pricing accordingly. **CourtSmart** reserves the right to substitute hardware manufacturers and models based upon availability and/or technology improvements. Any hardware so substituted will be of equal or greater performance. The prices quoted are valid for a period of 90 days from the date of this quotation and may be extended by agreement of the parties.

WARRANTY AND MAINTENANCE: All **CourtSmart** supplied software and hardware comes with a standard, limited **one (1) year warranty** from date of installation to the original purchaser of the product and cannot be transferred with the exceptions noted below. This Warranty covers all parts and labor for any failures that occur in the normal course of system operation. It does not cover problems that occur through the misuse or abuse of the system nor does it cover administrative, policy changes, or other non-support or maintenance actions taken or modifications made to the system contrary to the express direction of **CourtSmart** or failure to seek approval prior to undertaking such actions. The Warranty does not cover normal wear and tear nor does it cover physical damage to any products unless that damage was the direct result of manufacturing defects. **CourtSmart** is not responsible for any consequential damage due to any failure of the hardware or software to perform as intended. **CourtSmart** bears no responsibility or obligation with respect to the manner of use of any system or components of a system sold by it. **CourtSmart** disclaims and negates any warranty of merchantability or fitness of use of such system or components of such system including, without limitation, any warranty that the use of such system or components for any purpose complies with applicable laws or regulations.

CourtSmart will not continue to support hardware that has reached the manufacturer's end-of-life cycle. Third party software such as Microsoft Windows and SQL are not covered under warranty or maintenance. **CourtSmart** provides at the conclusion of the warranty period a maintenance contract covering applicable software enhancements, fixes, and upgrades deemed appropriate by **CourtSmart** at its sole discretion, as well as providing 1-800 telephone support. The annual maintenance contract is invoiced at a cost of 12% per year of the purchase price of the system providing

that a VPN or other high-speed access is provided for support. The laws of the Commonwealth of Massachusetts govern the terms of the Warranty. Exceptions to the support agreement include but are not necessarily limited to UPS batteries and other parts considered normal wear and tear.

Courtsmart proprietary software is provided in accord with *Courtsmart's* End-User Licensing Agreement (EULA) that provides the User with a limited, non-exclusive, personal license to use the software on the computer that it was originally installed and for the purpose originally intended. The end-user may not resell, assign, or give the software to any other entity without the express written permission of *Courtsmart* Digital Systems, Inc. Likewise, *Courtsmart* application software may not be installed on additional computers or in additional rooms without payment of the required licensing fees. *Courtsmart* does allow the transference of licenses from one computer to a replacement computer for maintenance or upgrade purposes. *Courtsmart* recording software is licensed to a specific room or venue and may not be relocated or dynamically switched to a different room without the payment of licensing fees or the express written permission of *Courtsmart* Digital Systems. Client software is licensed to a specific workstation PC.

Courtsmart developed hardware, reference manuals, and software constitutes a valuable asset of the corporation and is protected by Federal and International copyright law. The end-user must protect this material from accidental or deliberate disclosure to third parties by employees of the court system, its agents, or users of the system. Any such disclosures could cause irreparable harm to *Courtsmart* Digital Systems.