

MINUTES OF THE MEETING
HOUSE COMMITTEE ON LEGISLATIVE ADMINISTRATION
MONTANA STATE LEGISLATURE

February 16, 1985

A meeting of the Legislative Administration Committee was held on Saturday, February 16, 1985.

ROLL CALL: Members present were Menahan, Keyser, J. Brown, Donaldson, Grady, and Zabrocki.

MOTION: A motion was made to draft a committee bill to expedite the Capitol renovation by moving the Senate. Motion carried unanimously.



CHAIRMAN WILLIAM "RED" MENAHAN

STANDING COMMITTEE REPORT

February 18 1985

MR. SPEAKER,

We your committee on Legislative Administration and Bills and Journal recommend that the following employees be hired for the Forty-Ninth Legislature:

Pages for the Week of February 18 - February 23, 1985

Amy Lindlief

John Kramer

Todd Hill

Curtis Jorgenson

Shawn Harvey

Ward Parker

Les Larson

Sabine Zecha

Page for the Week of February 11 - February 16, 1985

Sandra Yellow Owl

Temporary Page, Chief Clerk's Office, February 18 - February 23, 1985

Jenny Murphy

Page to the Republican Leader, Effective February 16, 1985

Miriam Adams

and that the following employee be terminated:

Page to the Republican Leader, through February 16, 1985

Angie Petrosky

FEB 18 1985

SUPPLEMENTAL AGREEMENT

Supplemental agreement made this 22 day of February, 1985, between DAKTRONICS, INC., 331 Thirty-second Avenue, Post Office Box 128, Brookings, South Dakota, 57006, hereinafter referred to as Daktronics, and the MONTANA HOUSE OF REPRESENTATIVES, State Capitol, Helena, Montana, 59620, hereinafter referred to as the House.

In 1984, the parties to this agreement entered into a contract for the upgrade of the House's voting system by Daktronics. Said contract consists of the following documents:

- (i) Daktronic's Technical Proposal dated May 4, 1984;
- (ii) Daktronic's Financial Proposal dated May 5, 1984;
- (iii) Daktronic's Financial Proposal Revision dated June 7, 1984;
- (iv) The House's Letter of Intent dated June 26, 1984; and
- (v) Daktronic's Purchase Order No. 4253 dated August 25, 1984.

The contract provides for the purchase and installation of the following features at the stated prices:

Basic System	\$107,535.00
Bill Calendar Update	95,757.00
Option 1A - Independent Operation of Displays	6,657.00
Option 1B - Floppy Disk Storage and Additional Software	<u>5,018.00</u>
Total Contract Price	\$214,967.00

For and in consideration of the promises and agreements herein set forth and by consent of all the parties hereto, it is now agreed by and between the parties that the above-described contract for the upgrade of the House's voting system be hereby modified, altered, and changed in the following respects:

- (1) by eliminating and striking out from said contract any references to and all obligations to provide and install and all obligations to make payment for the Bill Calendar Update and the related Option 1A (Independent Operation of Displays) and Option 1B (Floppy Disk Storage and Additional Software) for the total deduction from the original contract price of \$107,432.00.
- (2) by including in the contract the agreement that Daktronics will provide and install the software for a Retrieve From Disk function at no additional cost to the House within 30 days of the signing of this agreement or at a time to be mutually agreed upon by the parties. It is understood and agreed that the Retrieve From Disk function was not a part of the original contract and is being provided voluntarily by Daktronics with no obligation to the House.

The parties hereby further agree as follows:

1. Daktronics has delivered and installed the Basic System which for all intents and purposes is fully operational.
2. The House shall process a warrant to pay Daktronics the lump sum of \$107,535.00 within five (5) days after the signing of this agreement by both parties and the receipt thereof by the House. Said payment shall be in full satisfaction and discharge of the House's obligations under this agreement and the original contract.
3. This agreement does not in any way reduce or alter Daktronics warranty obligations on new equipment under the original contract. This agreement does not constitute an acceptance of work not done in accordance with all contract documents or relieve Daktronics of liability in respect to any express warranties or responsibility for faulty materials or workmanship. Daktronics shall remedy any

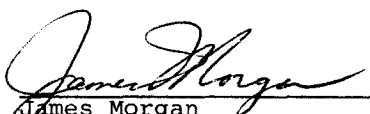
defects in the work and pay for any damage to other work or the premises resulting therefrom which appears before December 13, 1985. The House shall give Daktronics notice of observed defects with reasonable promptness. Warranty service on new equipment must be provided at no cost to the House provided service is not required due to abuse or neglect by the House.

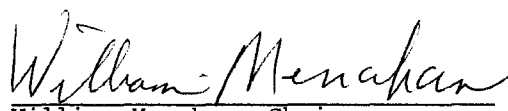
4. Daktronics warrants and guarantees that all persons who have done work or furnished materials under the subject contract and may be entitled to liens therefor under the laws of any state have been fully paid or are no longer entitled to such liens; and Daktronics further covenants to hold the House harmless for any claims of such laborers, materialmen, or suppliers.
5. In the event of any conflict, inconsistency, or incongruity between the provisions of this amendment and any of the provisions of the original contract as above-described, as heretofore amended, the provisions of this amendment shall in all respects govern and control.
6. In the event of litigation concerning the contract, venue shall be in the First Judicial District in and for the County of Lewis and Clark, Montana, and the contract shall be interpreted according to the laws of Montana.
7. This agreement shall be binding on the assigns and successors of the parties.

In witness whereof, the parties have executed this supplemental agreement at Helena, Montana, the day and year first above written.

DAKTRONICS, INC.

MONTANA HOUSE OF REPRESENTATIVES


 James Morgan
 Vice President/Engineering
 2/18/85


 William Menahan, Chairman
 House Legislative Administration
 Committee