

**JEFFERSON COUNTY
BOARD OF COMMISSIONERS
Consent Agenda Item**

FOR THE WEEK OF: February 7, 2011

I. Description -- A brief description of the agenda item.

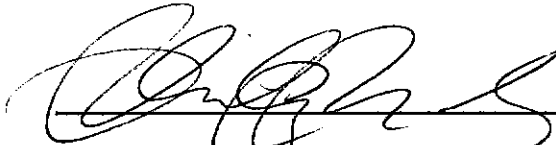
A one year maintenance/service agreement on the JAVS audio recording system located in the BOCC Chambers.

II. Issues -- A short outline of the major issues or areas that should be given particular attention.

This agreement is necessary to continue the maintenance of the equipment.

III. Action -- What is the nature of the action the Board is being asked to take (discussion, approval of a contract, support for a grant, etc.)

Review and approve the Agreement.


Philip Morley, County Administrator

2/2/11

Date



SAFEGUARD MAINTENANCE AGREEMENT

Jefferson Audio Video Systems, Inc. (JAVS) offers a one-year service/maintenance agreement on the Audio Only E4 Precision Court Recording System located in the Jefferson County BOCC in Port Townsend, Washington. The particulars of the agreement are as follows:

1. JAVS will perform a tri-annual inspection, cleaning and adjustment of the system. This is to obtain optimal performance of the system and minimize the potential for failure. JAVS will provide a report to the Customer detailing the status of the system. Details of the system will include the hard drive capacity remaining, fragmentation of the hard drive and other factors that are of value to the Customer.
2. JAVS will inspect and update the Windows Operating system, hardware drivers, specific programs related to the capture and playback of the log and will provide revisions to the installed JAVS software. An inspection of the CD-ROM recorder will be performed to ensure that the Customer can create off-line back-up recordings. JAVS will provide recommendations to the Customer on regular maintenance that the Customer should perform.
3. In the event of a system malfunction or questions about system operation, JAVS helpdesk is available by phone at 877-JAVS-HLP for immediate troubleshooting, training and diagnostics on common issues that can be resolved quickly. We also provide on-line PC support and training through your internet connection. If the issue requires an on-site technician for repair, our helpdesk will gather the necessary information to dispatch the appropriate technician for that location. Each of our technicians is equipped to train and customize the system to your needs.
4. The initial response to a request for repair will be 1 business day. Any non-recording system will be repaired within 2 business days. Any failure that is not critical to operation will be repaired within 5 business days. Dependent upon loaner availability, JAVS will install a temporary loaner product during repair of the original piece of equipment.
5. Repair or replacement of covered equipment is subject to product availability. If products are no longer supported by the manufacturer and deemed non-repairable, the Customer will be responsible for the purchase of a replacement product. Covered equipment refers to the JAVS recording systems as listed in this agreement (excluding computer equipment addressed in Paragraph 6, non-repairable equipment, and unsupported/obsolete equipment). *These products (excluding obsolete equipment) are included if a Replacement Agreement is purchased.
6. JAVS built computers will be repaired as long as parts are available and the hardware is sufficient to run a supported version of JAVS software. If JAVS built computers are not repairable, the Customer will be responsible for a percentage of the replacement based on the age of the unit as follows: 0% for 0 to 24 months, 25% for 25 to 36 months, 50% for 37 to 48 months, 75% for 49 to 60 months, and 100% for 61 months and older. *This paragraph does not apply if a Replacement Agreement is purchased.
7. Occasionally a change of usage, operation or enhancement of operation is desired by the Customer. JAVS will provide a quote for any changes or enhancements. Any requested change or upgrade that is authorized by the Customer and approved by JAVS, will be performed in accordance with agreed specifications. The Customer shall purchase any additional hardware as may be required and the additional hardware will not be covered by, nor extend the initial maintenance agreement.
8. At our option, JAVS may offer to include certain upgrades to the system as part of the maintenance agreement. The inclusion of upgrades in the initial maintenance agreement, if any, will be for software revisions and minor hardware. This will assist JAVS to maintain a consistent level of engineering in every system and will promote compatibility among the systems. Upgrades will not include major equipment changes, such as microphones, recorders, cameras, hard drives, or operating system. Upgrades will be performed with the Customer's approval.
9. JAVS will provide minor revision software upgrades for AutoLog™ and other JAVS branded software. Software upgrades must be compatible with the hardware installed and with the permission of the Customer.

10. Exclusions:

- A. Normal wear and tear items such as VCR's, Back-up UPS's*, projector lamps*, television picture tubes* and plasma displays*. *These items are included if a Replacement Agreement is purchased. Projector lamps are limited to 1 replacement per agreement period.
- B. Consumable items such as batteries, video tapes, CD's, printer paper, and print cartridges.
- C. Services, software, hardware, and Operating Systems that are no longer supported by a third party.
- D. Upgrades of recording systems which would transition from VCR's to digital recording or major software version upgrades, such as AutoLog™ 5 to AutoLog™ 6.
- E. Vandalism (including inmate abuse), deliberate tampering with the system, intentional or unintentional damage caused by other contractors/staff, attempted repair and/or maintenance by any personnel not employed by JAVS.
- F. Anything commonly covered by insurance, such as damage by water, lightning, fire, or external sources.
- G. Customer provided equipment, hardware, and software. *Additional charges may apply to repair and/or service of customer provided equipment, hardware, and software (i.e. Cable or DSL modem).
- H. Moving of equipment. *Additional charges may apply to customer requested equipment moves.
- I. Additional advanced training. Customer requested additional training provided by a JAVS technician will be billed at non-contract rates.
- J. Repairs and/or service due to changes made by customer's local IP Provider or connection via phone lines, DSL, Cable, and ISDN (i.e. change of IP address or change of ISDN number).

11. The terms of the contract are:

PLEASE SELECT DESIRED AGREEMENT OPTION

- A. Customary Agreement Option: \$1,000.00 plus applicable Washington tax
- B. Replacement Agreement Option: \$1,200.00 plus applicable Washington tax
- C. The period included commences March 1, 2011 and extends through February 28, 2012.
- D. Billing to be annual.

Board of County Commissioners
 Signature _____
 Name _____
 Title _____
 Date _____

Jefferson Audio Video Systems, Inc.
 Signature Lynn Dalton
 Name Lynn Dalton
 Title Contract Administrator
 Date 1/12/11

On-site Maintenance and Repair Contact
 Name _____
 Title _____
 Phone _____
 Email _____

Approved as to Form
David Alvarez 2/3/2011
 DAVID ALVAREZ, DPA
 FOR PROS. ATTY'S OFFICE