

**JEFFERSON COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA REQUEST**

**TO:** Board of Commissioners  
Philip Morley, County Administrator

**FROM:** Tracie Bick

**DATE:** February 6, 2012

**RE:** Maintenance Agreement JAVS

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**STATEMENT OF ISSUE:** - The purpose of this agreement is to provide a one year service/maintenance agreement on the E4 Precision Court Recording System and Sony PCS-1 video conferencing system located in Jefferson County District Court.

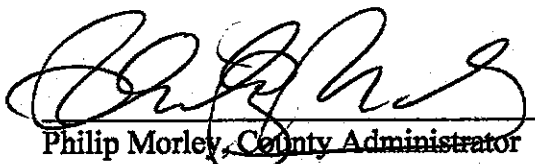
**ANALYSIS:** This agreement covers service and maintenance for our video and audio recording for District Court. Pursuant to RCW 3.30.070 the clerk of each district court shall keep uniform records of each case filed and the proceedings. District Court uses JAVS to keep records of all its court proceedings.

**FISCAL IMPACT:** Expenditure of \$2,615.00 from the trial court improvement fund.

**RECOMMENDATION:** Execute the agreement as presented.

**DEPARTMENT CONTACT:** Tracie Bick

**REVIEWED BY:**

  
Philip Morley, County Administrator

2/1/12  
\_\_\_\_\_  
Date



## MAINTENANCE AGREEMENT

Jefferson Audio Video Systems, Inc. (JAVS) offers a one-year service/maintenance agreement on the E4 Precision Court Recording System and Sony PCS-1 Video Conferencing System located in Jefferson County District Court in Port Townsend, Washington, hereinafter ("Customer"). The particulars of the agreement are as follows:

### CUSTOMARY AGREEMENT OPTION

1. JAVS will perform a tri-annual inspection, cleaning and adjustment of the system if scheduled time to access the room and equipment is provided by the Customer. 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 which includes the hard drive capacity remaining of the JAVS built computer and key system information that is of value to the Customer.
2. JAVS built computers: 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. A test of the CD/DVD drive will be performed to ensure the Customer can create off-line back-up recordings. JAVS will provide user recommendations during 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 confirmation to a request for repair will be within 1 business day. A critical priority repair (non-recording system) will be repaired within 2 business days. A normal priority repair (camera or microphone issue not critical to recording) will be repaired within 5 business days. A minor priority repair (minor adjustments and system preferences) will be addressed during the next scheduled maintenance visit. All on-site repair responses are conditional to room and equipment access and adequate time to perform the repair. 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 or parts are no longer supported by the original equipment 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). \*Note: 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 12 months, 25% for 13 to 24 months, 50% for 25 to 36 months, 75% for 37 to 48 months, and 100% for 49 months and older. \*Note: 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 the changes or enhancements. A requested change or upgrade that is authorized by the Customer and approved by JAVS, will be performed in accordance with agreed specifications. The Customer will purchase any additional hardware as may be required; the additional hardware will be covered by the warranty but will not extend the existing Maintenance Agreement.

8. At our option, JAVS may offer to include certain updates to the system as part of the Maintenance Agreement. The inclusion of updates in the 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. Updates will not include major equipment changes, such as microphones, recorders, cameras, hard drives, or operating system. Updates will be performed with the Customer's approval.

9. JAVS will provide minor revision software updates for AutoLog™ and other JAVS branded software. Software updates must be compatible with the hardware installed and with the permission of the Customer.

#### **REPLACEMENT AGREEMENT OPTION**

10. If Customer purchases the Replacement Agreement Option, JAVS, at its sole discretion, will repair or replace all JAVS installed equipment under this Agreement except obsolete equipment. Under the Replacement Agreement Option, if JAVS determines to replace JAVS installed equipment then JAVS will incur the cost of replacing the equipment. This Replacement Agreement Option does not extend to obsolete equipment which is defined as "no longer reasonably available in a commercial marketplace," and includes the equipment designated as obsolete on Attachment 1, attached hereto and incorporated by reference.

11. The Customary Agreement Option is subject to all of the following Exclusions and Limitations. The Replacement Agreement Option is subject to all of the following Exclusions and Limitations except where expressly designated as not applicable.

#### **12. 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, DVD'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 or Suite 7.
- 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 or non-JAVS certified equipment, hardware, and software. \*Additional charges will apply to the 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 current labor rates.
- J. Repairs and/or service that requires reconfiguring JAVS equipment due to changes made by Customer's 3<sup>rd</sup> party hardware, network, anti-virus settings, or any local IP Provider connection (i.e. change of IP address or network configuration).
- K. Lost records or data recovery due to equipment failure, computer viruses or Customer user error.
- L. Shipping delays for repair, loaner or replacement parts and equipment.

\_\_\_\_\_ I have read, understand and agree to all of the Exclusions to the Maintenance Agreement.  
(initial)

**13. Limitations:**

- A. JAVS shall not be responsible to pay or reimburse Customer or any other person, and Customer shall indemnify and hold JAVS harmless, as to any and all claims or demands arising from or related to court costs or additional court costs as may be incurred due to a system malfunction.
- B. Any and all refunds of Maintenance Agreement fees payable by JAVS to Customer shall be limited to a pro-rated portion calculated per business day of the total amount paid for the Maintenance Agreement in the event that an agreed response time is not met or in the event that JAVS is unable to repair a critical system malfunction within 2 business days. The pro-rated portion of the Maintenance Agreement fees payable to Customer as a refund shall be limited to the number of days required to respond or repair that are in excess of the agreed response or repair period. No refund shall be payable for days that JAVS does not have access to the covered equipment.
- C. No pro-rated refund shall be payable by JAVS for any cancelled contracts initiated by the Customer, excluding upgrades.
- D. JAVS shall not be responsible for repair or replacement of any equipment in the event of damage due to negligence or other claims covered by Customers insurance.
- E. Any determination that a Limitation set forth herein is not enforceable as a matter of law shall not affect or limit the enforceability of the remaining Limitations.

\_\_\_\_\_ I have read, understand and agree to all of the Limitations to the Maintenance Agreement.  
(initial)

WHETHER BY CHOICE OR NEGLIGENCE JAVS FAILURE TO ENFORCE ANY TERM, EXCLUSION OR LIMITATION HEREIN SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF JAVS RIGHT TO ENFORCE ANY TERM, EXCLUSION OR LIMITATION CONTAINED IN THIS AGREEMENT.

JAVS DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH IN THIS AGREEMENT OR ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE OR FOR LOST DATA OR SOFTWARE. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

ANY CLAIM, DISPUTE, OR CONTROVERSY, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS AGAINST JAVS arising from or relating to this Agreement, its interpretation, performance, or the breach, termination or validity thereof, the relationships which result from this Agreement, including, to the full extent permitted by applicable law, limitations of liability, indemnity, and relationships with third parties, JAVS advertising, or any related purchase or service SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY THE NATIONAL ARBITRATION FORUM (NAF) under its Code of Procedure then in effect (available via the Internet at <http://www.arb-forum.com/>, or via telephone at 800-474-2371).

The ARBITRATION AND ALL RELATED PROCEEDINGS SHALL TAKE PLACE IN LOUISVILLE, JEFFERSON COUNTY, KENTUCKY. Further, the arbitration will be limited solely to the dispute or controversy between you and JAVS. Any award of the arbitrator(s) shall be final and binding on each of the parties, and may be entered as a judgment in a court of competent jurisdiction. Information may be obtained and claims may be filed with the NAF at P.O. Box 50191, Minneapolis, MN 55405.

\_\_\_\_\_ I have read, understand and agree to all of the Limitations of Liability and Dispute Resolution  
(initial) terms of the Maintenance Agreement.

The terms of the Agreement are:

PLEASE INITIAL DESIRED AGREEMENT OPTION

- A. \_\_\_\_\_ Customary Maintenance Agreement: \$2,250.00 plus applicable Washington tax  
(initial) 1. \$1,500.00 – E4 Precision Recording System  
2. \$750.00 – Sony PCS-1 Video Conferencing System
- B. DJB Replacement Maintenance Agreement: \$2,615.00 plus applicable Washington tax  
(initial) 1. \$1,800.00 – E4 Precision Recording System  
2. \$815.00 – Sony PCS-1 Video Conferencing System
- C. \_\_\_\_\_ Decline Agreement  
(initial)
- D. The period included commences March 1, 2012 and extends through February 28, 2013.
- E. Billing to be annual.

Jefferson County District Court  
Signature Tracie Bick  
Name TRACIE BICK  
Title Court Administrator  
Date 1-10-12

Jefferson Audio Video Systems, Inc.  
Signature Lynn Dalton  
Name Lynn Dalton  
Title Contract Administrator  
Date 1/4/12

Court contact for scheduling of maintenance/repair  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Phone \_\_\_\_\_  
Email \_\_\_\_\_

Jefferson County Commissioners  
Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

Approved as to form only:  
David Ahrens 1/30/2012  
Jefferson Co. Prosecutor's Office