

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of Commissioners
Philip Morley, County Administrator

FROM: Tracie Bick

DATE: 2/11/14

RE: Maintenance Agreement JAVS

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.

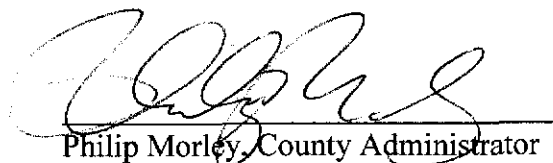
ANALYSIS: This agreement covers service and maintenance for our video and audio recording for District Court. Pursuant to RCW 3.30.070 the clerk of each district court shall keep uniform records of each case filed and the proceedings. District Court uses JAVS to keep records of all its court proceedings.

FISCAL IMPACT: Expenditure of \$2,000.00 from the trial court improvement fund.

RECOMMENDATION: Execute the agreement as presented.

DEPARTMENT CONTACT: Tracie Bick

REVIEWED BY:


Philip Morley, County Administrator

2/13/14

Date



January 29, 2014

Tracie Bick, Court Administrator
Jefferson County District Court
PO Box 1220
Port Townsend, WA 98368-1220

Dear Tracie:

The expiration of your current agreement for maintenance covering the Precision E4 Recording System is quickly approaching. Your current agreement is due to expire on February 28, 2014. Enclosed please find a new agreement.

Please note that there is a slight increase in the fee due to previous additions of equipment that were never factored into Maintenance Agreement rate at time of purchase, and the recent addition of new upgraded equipment. A price decrease was also factored in due to removal of Sony PCS-1 from the Agreement (see below). The previous regular rate was never increased when those additional items were added under the coverage. If any questions, please don't hesitate to contact me.

We are no longer covering any of the Video Conferencing Systems on our Safeguard Maintenance Contracts. You currently have a Sony PCS-1. You will find this piece of equipment is no longer listed in Attachment-A of your Agreement. Should you need service on this particular piece of equipment, there will be a service charge of \$115/hour (there is a one hour minimum charge). Please note: we have eliminated trip/travel charges specifically for troubleshooting and/or repair on your Sony PCS-1.

Should you have any questions regarding this change in coverage, please contact me at your convenience via email, or phone, or in writing. My contact information is listed below.

To continue with the Safeguard Maintenance, Repair, and Support Agreement, please sign and return to my attention by March 1, 2014. You may return the agreement by mail, by fax to 502-244-3311, or by email to SharonR@javs.com.

Sincerely,

A handwritten signature in cursive script that reads "Sharon Ramick".

Sharon Ramick
Contract Administrator
(502)489-5133

Jefferson Audio Video Systems, Inc.
13020 Middletown Industrial Blvd.
Louisville, KY 40223
1-800-354-5287





MAINTENANCE, REPAIR, AND SUPPORT AGREEMENT

This Maintenance, Repair, and Support Agreement "Agreement" is entered into by and between Jefferson Audio Video Systems, Inc. "JAVS" and the Jefferson County District Court located in Port Townsend, Washington "Customer" for the period of March 1, 2014 extending through February 28, 2015.

WHEREAS, Customer is in possession of the JAVS E4 Precision Recording System(s) more particularly identified in Attachment A "System(s)";

WHEREAS, JAVS is willing to provide the following maintenance, repair, and support services so as to maximize the reliability of Customer's System(s) "Services";

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties hereby agree as follows:

A. SERVICES

1. Tri-Annual Inspections. JAVS will perform a tri-annual inspection, review of the operational test recordings and adjustments of each System for the JAVS built PCs/recorders, AutoLog software and equipment if scheduled time to access the room and equipment is provided by Customer during regular business hours. JAVS will provide user recommendations to Customer and a maintenance form detailing the status of each System which includes key system information and hard drive capacity of the JAVS built PCs/recorders.
2. JAVS Provided Equipment. JAVS will document and test each function/mode of the entire System(s) which includes the automatic audio and video mixer/switcher, control boxes, microphones, cameras, time and date generator, monitors, streaming servers, recorders, PA processors and speakers, private mode feed muting, playback/presentation, assisted listening devices and conferencing to ensure proper creation of the audio/video record and system operation.
3. JAVS Built PCs/Recorders. JAVS will inspect the system logs for errors, update the Windows Operating System, hardware drivers, specific programs related to the capture and playback of the recording, and will provide revisions to the installed JAVS software and to the JAVS recorders. A test of the JAVS supplied CD/DVD drive will be performed to ensure Customer can create off-line back-up recordings. Hardware or operating system malfunctions of the client-provided PC and/or client-managed network will be the responsibility of the Customer. In addition, JAVS will repair JAVS built PCs/recorders as long as parts are available. If JAVS built PCs/recorders are not repairable, 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.
4. JAVS AutoLog Software. A test of the JAVS software will be performed to ensure proper operation including scheduling, interfacing with the A/V mixer/switcher to activate system modes, starting and stopping of recordings/sessions, publishing, and playback of the recording.
5. Help Desk Support. In the event of a System(s) malfunction or questions about system operation, the Customer is encouraged to first contact the JAVS help desk by phone at 877-528-7457 or via email at helpdesk@javs.com Monday-Friday 8:00am to 5:00pm EST. Outside of regular business hours, Customer may contact the local Safeguard Technician. Calls after 5:00pm local time will normally go to voicemail and be addressed at the beginning of the next business day. JAVS trained help desk staff provides 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 help desk will gather the necessary contact information including: Contact's name, phone number, city, room affected and a detailed description of the issue. The contact information is required for JAVS help desk to log/track the issue properly, assign a priority level and dispatch the appropriate technician for that location. Each of our technicians is equipped to train and customize the System(s) to your needs.

6. **Response Times.** In the event that an on-site repair is required to address a reported issue, a JAVS Safeguard Technician will schedule a visit during regular business hours. The response time is conditional to Customer's approved room and equipment availability and the severity of the issue, which is measured in four priority levels: Urgent, High, Normal and Supportive. Any variation from the timeframes referenced below will be discussed and mutually agreed upon by Customer and JAVS. For clarification, the priority levels are described in the table below:

Priority Level	Example	Initial Response*	On-Site Response**
Urgent	Non-Recording System; inability to record audio; inability to record judge, witness or attorney microphone(s)	1 Business Hour	2 Business Days
High	Faulty monitor, camera, microphone (other than Urgent Level examples), or system mode not critical to recording; publishing; SDR; video conferencing	2 Business Hours	3 Business Days
Normal	System adjustments to microphone or PA levels, camera views and user settings; CaseViewer software	4 Business Hours	5 Business Days
Supportive	Operational training or minor/preferred hardware or software user adjustments	8 Business Hours	Next scheduled maintenance or other higher level repair visit

*An "Initial Response" for the purposes of this Agreement is when a service ticket is opened and acknowledged by JAVS help desk or JAVS Safeguard Technician.

**An "On-Site Response" for the purposes of this Agreement is the time from when JAVS help desk or JAVS Safeguard Technician logs the ticket and when the JAVS Safeguard Technician arrives to Customer's agreed upon appointment for the initial on-site repair.

7. **On-Site Repair.** During the process of an on-site repair, the JAVS Safeguard Technician will attempt to repair the faulty equipment dependent upon parts and courtroom availability. If the equipment is not repairable in the field, either a loaner unit will be installed until the original equipment is repaired and reinstalled or a permanent exchange will be put into service. If the failed equipment does not affect an urgent priority level repair, then a loaner will not be required. If products or parts are no longer supported by the original equipment manufacturer and deemed non-repairable, Customer will be responsible for the purchase of a replacement product or part. If the failed equipment is listed on the obsolete list per Attachment B, then JAVS will provide a quote to upgrade the affected product or part.

8. **Modification of Operation.** Occasionally a change of usage, operation or enhancement of operation is desired by Customer. JAVS will provide a quote for the changes or enhancements. A requested change or upgrade that is authorized by Customer and approved by JAVS, will be performed in accordance with agreed specifications. Customer will purchase any additional hardware as may be required; the newly purchased hardware will be covered by a one-year warranty period commencing with the completion of installation, but will not extend the existing Agreement. Following the warranty period, Customer will have the option to add the new hardware to the Agreement at a prorated rate if applicable.

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

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.

B. EXCLUSIONS

Notwithstanding anything to the contrary elsewhere in this Agreement, JAVS shall have no responsibility and/or liability in regards to the following:

1. Normal wear and tear items such as VCR's, Back-up UPS's, projector lamps, television picture tubes and plasma displays.*
2. Consumable items such as batteries, video tapes, CD's, DVD's, printer paper, and print cartridges.*
3. Services, software, hardware, and Operating Systems that are no longer supported by a third party. **
4. 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.
5. Vandalism (including inmate abuse), deliberate tampering with the System(s), intentional or unintentional damage caused by other contractors/staff, attempted repair and/or maintenance by any personnel not employed by JAVS. **
6. Repair or replacement of any equipment in the event of damage due to negligence or other claims covered by Customer's insurance.**
7. Customer-provided or non-JAVS certified equipment, hardware, and software. **
8. Moving of equipment. **
9. Customer requested on-site advanced training. **
10. Repairs and/or service that requires reconfiguring JAVS equipment due to changes made by Customer's third party hardware, network, anti-virus settings, or any local IP provider connection (i.e. change of IP address or network configuration).**
11. Lost records or data recovery due to equipment failure, computer viruses or Customer user error.
12. Shipping delays for repair, loaner or replacement parts and equipment.

*Customer approval required for the purchase of a replacement part/product (no labor charge).

**Customer approval required to perform services for the indicated Exclusions, which will be billed at current labor rates plus parts and expenses if applicable.

C. TERMS

1. The effective date of this Agreement is March 1, 2013 and will continue for a period of one year thereafter.

2. **Fees; Payments.** In consideration of JAVS provision of the Services, Customer pays a fixed fee of **\$2,000.00 plus applicable Washington tax** "Fee". Payment of Fee will be made within 30 days from the date of invoice.

3. A fee of \$115.00 per hour (one hour minimum) will apply for each request for on-site service of video conferencing codec units (i.e. Sony PCS-11, Sony PCS-1, Polycom VSX, Polycom, HDX, etc.). There will be no extra charge of trip/travel fee for maintenance specifically for video conferencing unit.

4. **Refunds.** Refunds of Fees payable hereunder will be limited to a pro-rated portion calculated per business day of the total amount paid for the Agreement in the event that an agreed response time is not met. The pro-rated portion of the Agreement Fees payable to Customer as a refund shall be limited to the number of days required to respond that are in excess of the agreed response period. No refund shall be payable for days that JAVS does not have access to the covered equipment. No refund shall exceed the value of the

Agreement. A request for a pro-rated refund payable to Customer for a decommissioned System(s) must be received in writing.

D. NO WAIVER

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.

E. LIMITATION OF LIABILITY

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 LIMITATIONS MAY NOT APPLY TO YOU.

F. DISPUTE RESOLUTION

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).

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 Customer 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.

ACCEPTED BY CUSTOMER
Jefferson County District Court

Signature _____
Name _____
Title _____
Date _____

ACCEPTED BY JAVS
Jefferson Audio Video Systems

Signature Sharon Ramick
Name Sharon Ramick
Title Contract Administrator
Date January 29, 2014

Customer contact for scheduling of maintenance/repair

Name _____
Title _____
Phone _____
Email _____

Approved as to form only
30 Alvarez 1/29/14
Jefferson Co. Prosecutor's Office
David Alvarez, Chief Civil DPA



MAINTENANCE, REPAIR, AND SUPPORT AGREEMENT

Jefferson County District Court, Port Townsend, WA

<u>Qty</u>	<u>Vendor Part #</u>	<u>Description</u>
		PrecisionPlus E4 Recording System
1	AVP-8420 N	JAVS PrecisionPLUS™ E4 Audio Video Processor (NTSC) - 8 Audio Input - 4 Direct Channel Outputs - 2 PA Outputs (1 +Noise and 1 -Noise) - 1 Mix- Audio Output - 2 Video Input - 2 Switched Video Output Kit contains the following software: - JAVS MixerControl™
1	XLR MIC BIG	Regular-Sized XLR input Cable for the Precision E4 and PrecisionPLUS E4 for JM96 & PRO42 Mics
1	CBL-8410-DC	Formed-Connector Breakout Cable (Digital Capture) For the AVP-8410.
1	JAV-E4RM	E4 Rackmount Kit with 2 Blanks
1	JAV-MDA3V	Three Output Composite Video MDA - Mini Distribution Amp
1	JAV-DTMC12	Desktop Cabinet (Black Powder Epoxy Finish) -Locking Plexi Door -18.5"L x 21.125"W x 23.625"H
1	JAV-191B	Rack Mountable Power Strip (1RU)
1	JAV-D45	45 Watt Power Amplifier
1	JAV-AFS	DBX Dual Channel Advanced Feedback Suppression Processor

AUTOLOG AND DIGITAL RECORDERS

1	JAV-SW-AL7U	"AutoLog 7" Record Session Logging and Control Software
1	JAV-REC7-SM	"Recorder 7 Standard" Audio/Video Recording Device with Multichannel Audio Recording
1	JAV-REC7-SS	"Recorder 7 Standard" Audio/Video Recording Device with Stereo Audio Recording
1	JAV-SW-S7S	"Scheduler 7" Record Session Scheduling Software
1	JAV-SW-P7S	"Publisher 7" Record Session Publishing Software
1	JAV-HDE	Hard Drive Enclosure, 3.5" SATA to USB 2.0eSATA
1	JAV-REC7-DRMK	"Recorder 7" Dual Rack Mount Kit
1	JAV-SW-V7P	"Viewer 7 Pro" Record Session Viewing Software
2	JAV-SW-WLAV	McAfee White List "SolidCore" AntiVirus for Suite 7 Embedded Devices
2	JAV-H915RM	Custom Clamping RackMount for the REC7 Recorders
1	JAV-VS3100P	IP Audio/Video Encoder -Built-in Server for Case Monitoring Centralized Logging Applications
1	JAV-FS108	Netgear 8 Port 10/100 Fast Ethernet Switch w/Auto Uplink.



MAINTENANCE, REPAIR, AND SUPPORT AGREEMENT

Jefferson County District Court, Port Townsend, WA

<u>Qty</u>	<u>Vendor Part #</u>	<u>Description</u>
MICROPHONES		
2	JM-96C	JAVS Microphone in Cardioid Pattern
2	JM-96SC	JAVS Microphone in Broad Pattern
2	JAV-U891	Phantom-Powered Cardioid Condenser Microphone with Touch Sensitive On/Off Switch for Push to Mute or Push to Talk; PivotPoint output Connector.
1	PLX-JBE-R	Bench Conference Plexiglass used with two JM style microphones with record tally indicators (Not the USB Version)
2	PLX-JDE	C shaped desk top plexiglass mount for JM style microphones
2	JAV-PLX	Plexiglass Microphone Mount
2	JAV-JM-930	JAVS Microphone Universal Boundary
1	JAV-PLX-VPL-UB	Unbent plexiglass for JM930 style microphones
CAMERAS		
2	JAV-7017	Low Profile Color Video Camera (NTSC)
2	JAV-VM550	Fujinon 5mm to 50mm Varifocal Zoom Lens. With Filter
2	JCM4400	5" Light Duty Wall and Ceiling Camera Mount for JAVS Camera
1	PS2	JAVS Camera Power Supply - Multiple Cameras
CONFERENCING		
1	JAV-THAT2	Telephone Handset Audio Tap
ASSISTIVE LISTENING SYSTEM		
1	JAV-WIRSYS90	SoundPlus Courtroom Advantage Value System -1 WIR TX90 -Combination Modulator and Emitter System -3 WIR RX14-2 -Headset Style IR Receiver, Two Channel -1 WIR RX12-4N -Body Pack 4 Channel IR Receiver -1 NKL 001 -Neckloop -1 HED 021 -Headphone
WIRES AND CONNECTORS		
	JAV-CAT5P	CAT 5E Cable (Plenum)
	25825	75 Ohm Video Cable, Plenum Rated
	25291	Shielded Audio Plenum Cable
	JAV-RJ45	Connector RJ45
	JAV-BNC	Video Connectors, BNC
		Wiremold Wire Channel
	XLR3P/M/F	Microphone Connectors

MAINTENANCE, REPAIR, AND SUPPORT AGREEMENT

NON-REPAIRABLE / OBSOLETE EQUIPMENT LIST

Note: This is a general list of known non-repairable or obsolete equipment. It is not an exhaustive list. If you have any equipment listed it will be indicated on Attachment A.

Non-Repairable Equipment: (Equipment and/or parts that are no longer supported by the manufacturer)

Monitors

- All picture tube monitors
- Action, Axion, CL LCD monitors
- Dell PC Monitors
- ELO Touch Panel (models 5 years and older)

Cameras

- Sanyo VCC-5974, VCC-3964, VDC-2950
- Sony DXC-102, DXC-107

Presentation

- Elmo DT-50 and DT-70 presenter cams
- Projectors (models 5 years and older)
- ViewSonic N4 Up-Converter
- JVC and NAD Combination DVD Receiver

Other

- Old time/date generator boxes (external, non-JAVS)

Obsolete Equipment: (Equipment that is no longer reasonably available in a commercial marketplace)

JAVS Products

- CT-2
- CT-3
- CT-4 (does not include CT-4a or CT-4b)
- Legacy Precision Systems – mixer built into the AutoLog PC

VCR's / Media Players

- NEC VCR – All
- Sony VCR – All
- JVC VCR– All
- Buffalo Media Player

Computers

- AutoLog™ 6 logging software
- Vivotek IP Audio/Video encoder with AutoLog™ 6 (VS3100 & VS7100)
- AutoLog™ 5 PR/DR computer and software
- Any computer with an Operating System no longer supported by the manufacturer
- Any computer containing compatible hardware that is no longer available
- DBR made by Asus, model Pundit
- Control Center PC's Version 1 and 2
- MSI 2.0 Recorder (100MT & 100S)

Video Conferencing

- Sony PCS-1 and PCS-11 Codecs
- ISDN Codecs (Tandberg 500, 1000, 2000; Polycom ViewStation 128, 384, 512)

Note: Video Conferencing Equipment and Units are no longer covered under JAVS Safeguard Maintenance



Notification - Support coverage on your Polycom video conferencing product.

Please note: Polycom only offers product technical support to customers with active service or product warranties. Polycom requires the purchase of the first year warranty with the purchase of each video conferencing system. Following the one year warranty, any support, firmware updates, and new features needed from Polycom will require an active service agreement from a service partner purchased through an authorized distributor.

ScanSource Communications is a Polycom support partner. JAVS is an authorized distributor allowed to purchase Polycom support coverage from ScanSource Communications for up to five (5) years maximum.

ScanSource offers the following Polycom Premier coverage:

Unlimited telephone technical support

Polycom will provide access to expert technical support engineers who will assist in solving issues by phone. The Polycom hotline is available during normal business hours in the designated support center's local time, Monday through Friday, excluding national and local holidays recognized by Polycom.

Software Upgrades & Updates

Software Upgrades consist of major feature enhancements and/or functionality releases for Polycom products. Software Updates are designed to correct a software error that prevents the installed system from conforming to its published specifications. Customers are entitled to receive Software Upgrades & Updates for their then current registered Polycom product upon Polycom's release.

Advance Parts Replacement

Polycom will provide expedited replacement of all covered, failed hardware parts. If Polycom's technical support representative determines that a replacement part is required to resolve a hardware malfunction, a replacement part will be dispatched on the same day for next business day delivery (subject to local pick-up time restrictions for overnight services). Despite the foregoing, customs delays may affect actual delivery time in certain regions. Customers are required to promptly return to Polycom any defective parts identified for replacement.

Around-the clock video test facility

Polycom will provide access to Polycom's video test facility, 24 hours a day, 365 days per year. The video test facility provides continuous motion and sound sources. Live face-to-face testing with a Polycom support engineer is also available. Visit the Polycom web site at www.polycom.com for instructions and numbers.

On-line Support

Polycom will provide access to extensive technical information on the secure Polycom Resource Center (PRC) available via the Polycom Web site. The PRC provides technical tips, a search and query function on the Polycom Knowledge Base, access to software downloads, a RMA resource page, soft-ware activation assistance, a library of technology papers and product information, comprehensive 'how-to' videos, and Frequently Asked Questions (FAQs).

Escalation Support

Polycom will provide access and involvement of higher-level engineering expertise for resolution of more complex technical problems.

Rates:

Rates are based on a Polycom HDX7000 codec unit and does not include on-site service from JAVS. One year coverage is \$995.00; three year coverage is \$2,535.00. Rates will vary for other Polycom models.

Please note: If the codec unit has not had coverage for less than one year, a \$400.00 reactivation fee will apply. If the codec unit has not had coverage for more than one year, a \$795.00 reactivation fee will apply.

To purchase:

Notify JAVS via email to SharonR@javs.com with your intent to purchase the Polycom Premier coverage. Include the serial number of the unit (14 digit number located on the back of the unit), the model of the unit, and the end user location. Example: Smith County Circuit Court, Courtroom 52.

Please note: The Polycom Premier coverage is separate coverage from the JAVS Safeguard Maintenance, Repair, and Support Agreement as it is a third party service. The rates for the Polycom Premier coverage cannot be prorated. In addition, a service visit fee of \$115.00 per hour will be charged for each on-site service request of the Polycom unit by a JAVS technician.