

**JEFFERSON COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA REQUEST**

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

**FROM:** Leslie Locke, Deputy Clerk of the Board

**DATE:** February 18, 2014

**SUBJECT:** AGREEMENT re: Maintenance for Audio Recording System Located in Commissioner's Chambers; In the Amount of \$1,400; Jefferson County Commissioners; Jefferson Audio Video Systems (JAVS), Inc.

---

**STATEMENT OF ISSUE:**

A one year maintenance/service agreement on the JAVS audio recording system located in the BOCC Chambers. This agreement is necessary to continue the maintenance of the equipment.

**FISCAL IMPACT:**

\$1,400 for one year of audio recording system maintenance.

**RECOMMENDATION:**

Approve AGREEMENT for Maintenance for Audio Recording System Located in Commissioner's Chambers; In the Amount of \$1,400; Jefferson County Commissioners; Jefferson Audio Video Systems (JAVS), Inc.

**REVIEWED BY:**

  
Philip Morley, County Administrator

2/18/14  
Date



## 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 BOCC 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@jav.com](mailto:helpdesk@jav.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:

<b>Priority Level</b>	<b>Example</b>	<b>Initial Response*</b>	<b>On-Site Response**</b>
<b>Urgent</b>	Non-Recording System; inability to record audio; inability to record judge, witness or attorney microphone(s)	1 Business Hour	2 Business Days
<b>High</b>	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
<b>Normal</b>	System adjustments to microphone or PA levels, camera views and user settings; CaseViewer software	4 Business Hours	5 Business Days
<b>Supportive</b>	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, 2014 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 **\$1400.00** "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 BOCC**

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**  
David Alvarez 2/11/2014  
**Jefferson Co. Prosecutor's Office**  
**David Alvarez, Chief Civil DPA**



## MAINTENANCE, REPAIR, AND SUPPORT AGREEMENT

Jefferson County BOCC

Port Townsend, Washington

<u>Qty</u>	<u>Vendor Part #</u>	<u>Description</u>
------------	----------------------	--------------------

**PRECISION E4 RECORDING SYSTEM**

1	AVP-8410 N	JAVS Precision™ E4 Audio Video Processor (NTSC) - 8 Audio Input - 4 Direct Channel Outputs - 1 Video Input - 2 PA Outputs (1 +Noise and 1 -Noise) Kit contains the following software: - JAVS MixerControl™
1	XLR MIC BIG	Regular-Sized XLR input Cable for the Precision 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-HDE	Hard Drive Enclosure, 3.5" SATA to USB 2.0eSATA
1	JAV-REC7-DRMK	"Recorder 7" Dual Rack Mount Kit
1	JAV-MDA3V	Three Output Composite Video MDA - Mini Distribution Amp
1	JAV-THAT2	Telephone Handset Audio Tap
1	JAV-DTMC12	Desktop Cabinet (Black Powder Epoxy Finish) -12 RU Usable High, 15.937" Depth Usable -Locking Plexi Door -18.5"L x 21.125"W x 23.625"H

**AUTOLOG & NEW 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	USB-LED	USB LED Confidence Recording Indicator
1	JAV-SW-S7S	"Scheduler 7" Record Session Scheduling Software
1	JAV-SW-P7S	"Publisher 7" Record Session Publishing Software
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
1	JAV-VS3100P	IP Audio/Video Encoder
1	JAV-FS108	Netgear 8 Port 10/100 Fast Ethernet Switch w/Auto Uplink.
2	JAV-H915RM	Custom Clamping RackMount for the PDR/SDR Recorders

**MICROPHONES**

5	JM-96C	JAVS Microphone in Cardioid Pattern
5	PLX-JDE	C shaped desk top plexiglass mount for JM style microphones



**MAINTENANCE, REPAIR, AND SUPPORT AGREEMENT**

**Jefferson County BOCC  
Port Townsend, Washington**

<u>Qty</u>	<u>Vendor Part #</u>	<u>Description</u>
<b>WIRES &amp; CONNECTORS</b>		
1	JAV-USB-EX	USB Extension Cable 16'
1	JAV-191B	Rack Mountable Power Strip (1RU)
	JAV-CAT5P	CAT 5E Cable (Plenum)
	25291	Shielded Audio Plenum Cable
	XLR3P/M/F	Microphone Connectors
	JAV-RJ45	CT Control Box Connector RJ45



## 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