

**JEFFERSON COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA REQUEST**

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

**FROM:** Steve Richmond, Jail Superintendant

**DATE:** February 24, 2014

**SUBJECT:** AGREEMENT re: Maintenance for Video System Located at the Jail; In the Amount of \$750 plus tax; Jefferson County Sheriff; Jefferson Audio Video Systems (JAVS), Inc.

---

**STATEMENT OF ISSUE:**

A one year maintenance/service agreement on the JAVS video system located at the jail. This agreement is necessary to continue the maintenance of the equipment.

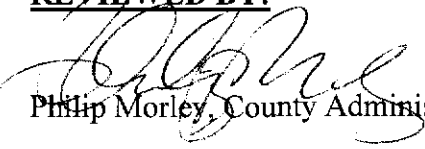
**FISCAL IMPACT:**

\$750 plus tax for one year of video system maintenance.

**RECOMMENDATION:**

Approve AGREEMENT for Maintenance for Video System Located at the Jail; In the Amount of \$750 plus tax; Jefferson County Sheriff; Jefferson Audio Video Systems (JAVS), Inc.

**REVIEWED BY:**

  
Philip Morley, County Administrator

2/19/14  
Date



## SERVICE AGREEMENT

This Service Agreement "Agreement" is entered into by and between Jefferson Audio Video Systems, Inc. "JAVS" and Jefferson County Jail located in Port Hadlock, Washington "Customer" for the period of February 1, 2014 extending through January 31, 2015.

WHEREAS, Customer is in possession of the PCS-1 Video Conferencing System "System(s)";  
WHEREAS, JAVS is willing to provide the following support services "Services";  
NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties hereby agree as follows:

### A. SERVICES

1. 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](mailto: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.

2. 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 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**
<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	20 Business Days

\*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.

3. **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 room 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.

4. **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.

5. **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 Codecs, VCR's or cameras. Updates will be performed with the Customer's approval.

## **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-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. 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. \*\*
5. Repair or replacement of any equipment in the event of damage due to negligence or other claims covered by Customer's insurance. \*\*
6. Customer-provided or non-JAVS certified equipment, hardware, and software (i.e. cable or DSL modem). \*\*
7. Moving of equipment \*\*
8. Customer requested on-site advance training. \*\*
9. 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).\*\*
10. Lost records or data recovery due to equipment failure, computer viruses or Customer user error.
11. 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 February 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 \$750.00 plus applicable Washington tax "Fee". Payment of Fee will be made within 30 days from the date of invoice.

3. **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 EXCLUSION OR LIMITATION 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).

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.

**ACCEPTED BY CUSTOMER**

Jefferson County Jail, Hadlock, WA

Signature *Steven S. Richmond*  
Name STEVEN S. RICHMOND  
Title JCSO JAIL SUPERINTENDENT  
Date 1-28-14

**ACCEPTED BY JAVS**

Jefferson Audio Video Systems, Inc.

Signature *Sharon Ramick*  
Name Sharon Ramick  
Title Contract Administrator  
Date January 28, 2014

Approved by  
Jefferson County Commissioners  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



Approved as to form only  
*David Alvarez* 2/19/14  
Jefferson Co. Prosecutor's Office  
David Alvarez, Chief Civil DPA