

Item #6

**City of Carson City
Agenda Report**

Date Submitted: June 10, 2008

Agenda Date Requested: June 19, 2008

Time Requested: 5 minutes

To: Mayor and Supervisors

From: Purchasing & Contracts

Subject Title: Action to determine that Contract No. 0809-063 is a sole source contract and therefore not suitable for public bidding pursuant to NRS 332.115 and to approve Contract No. 0809-063 a request for the purchase and installation of Jefferson Audio Video System (JAVS CT-4A) from Jefferson Audio Video Systems, Inc. for a not to exceed cost of \$226,245.06 to be funded from Administrative Assessments Fund Capital Expenditures 236-4700-412-7754 as provided in FY 2007/2008 and 2008/2009

Staff Summary: The Supreme Court requested that Nevada Courts implement a uniform audio/video system to enable courts to use the systems following the same guidelines and procedures. The Supreme Court recommended Jefferson Audio Video System (JAVS). To date, 89 JAVS systems have been installed in courts throughout Nevada.

JAVS is replacing broken sound systems and outdated cassette tape records. The Courts plan to use JAVS for video arraignments, video conferencing and teleconferencing and to enhance courthouse security through the use of cameras in the courtrooms. District Court previously had no cameras in the courtrooms. All courtrooms in the Justice and District Court will be monitored by officers of the Alternative Sentencing Department which is located on the second floor of the courthouse.

Type of Action Requested: (check one)
 Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to determine that Contract No. 0809-063 is a sole source contract and therefore not suitable for public bidding pursuant to NRS 332.115 and to approve Contract No. 0809-063 a request for the purchase and installation of Jefferson Audio Video System (JAVS CT-4A) from Jefferson Audio Video Systems, Inc. for a not to exceed cost of \$226,245.06 to be funded from Administrative Assessments Fund Capital Expenditures 236-4700-412-7754 as provided in FY 2007/2008 and 2008/2009

Explanation for Recommended Board Action: Pursuant to NRS 332.115 subsection 1 (a), staff is requesting the Board of Supervisors declare that the contract is not adapted to award by competitive bidding.

NRS 332.115 Contracts not adapted to award by competitive bidding; purchase of equipment by local law enforcement agency or other local governmental agency; purchase of goods commonly used by hospital.

1. Contracts which by their nature are not adapted to award by competitive bidding, including contracts for:
 - (a) Items which may only be contracted from a sole source;
 are not subject to the requirements of this chapter for competitive bidding as determined by the governing body or its authorized representative.

Applicable Statue, Code, Policy, Rule or Regulation: NRS 332.115 subsection 1 (a)

Fiscal Impact: \$226,245.06

Explanation of Impact: Amount of contract

Funding Source: \$226,245.06 to be funded from Administrative Assessments Fund Capital Expenditures 236-4700-412-7754 as provided in FY 2007/2008 and 2008/2009

Supporting Material: Contract for Services of Independent Contractor No. 0809-063 and JAVS CT-4A Information

Prepared By: Cheryl Adams, Purchasing & Contracts Manager

<p>Reviewed By: <u><i>Marnie Coster</i></u> (Justice/Municipal Courts and the First Judicial District Court)</p> <p><u><i>Melanie Burkatta</i></u> (City Manager)</p> <p><u><i>Melanie Burkatta</i></u> (District Attorney) Approval of title only</p> <p><u><i>Michelle Brumby</i></u> (Finance Director)</p>	<p>Date: <u>6-10-08</u></p> <p>Date: <u>6-10-08</u></p> <p>Date: <u>6-10-08</u></p> <p>Date: <u>6-10-08</u></p>
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Board Action Taken:

Motion: _____

1) _____	Aye/Nay
2) _____	_____

 (Vote Recorded By)

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0809-063

THIS CONTRACT, made and entered into this 19th day of June, 2008, by and between the City and County of Carson City, a political subdivision of the State of Nevada, hereinafter referred to as the "**CITY**", and Jefferson Audio Video Systems, Inc. hereinafter referred to as the "**CONTRACTOR**".

WITNESSETH:

WHEREAS, the Purchasing & Contracts Director for the City and County of Carson City is authorized, pursuant to Nevada Revised Statutes Chapter 332 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

WHEREAS, it is deemed that the services of **CONTRACTOR** for **CONTRACT No. 0809-063 Purchase & Installation of Jefferson Audio Video Systems (JAVS CT-4A)** are both necessary and in the best interests of **CITY**; and

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1 **REQUIRED APPROVAL:**

1.1.1 This Contract shall not become effective until and unless approved by the Carson City Board of Supervisors.

2 **CONTRACT TERM:**

2.1.1 This Contract shall be effective from June 19, 2008 subject to Carson City Board of Supervisors' approval (anticipated to be June 19, 2008) to December 31, 2009, unless sooner terminated by either party as specified in **Section 7 Contract Termination**.

3 **NOTICE:**

3.1.1 Unless otherwise specified, termination shall not be effective until thirty (30) calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail with simultaneous regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

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For P&C Use Only	
CCBL expires	_____
GL expires	_____
AL expires	_____
PL expires	_____
WC expires	_____

3.1.2 Notice to **CONTRACTOR** shall be addressed to:

Tony Varda, National Sales Manager
Jefferson Audio Video Systems, Inc.
13020 Middletown Industrial Blvd.
Louisville, KY 40223
800-354-5287 / FAX #502-244-3311
tonyv@javs.com

3.1.3 Notice to **CITY** shall be addressed to:

Carson City Purchasing & Contracts
Cheryl Adams, Purchasing & Contracts Manager
201 North Carson Street Suite 11
Carson City, NV 89701
775-887-2133 extension 30135 / FAX 775-887-2107
CAdams@ci.carson-city.nv.us

4 **SCOPE OF WORK:**

4.1 **CONTRACTOR** shall provide and perform the following services for and on behalf of **CITY** hereinafter referred to as the "**SERVICES**".

4.2 **CONTRACTOR** shall install the Jefferson Audio Video Systems in the Carson City Justice/Municipal Courts and the First Judicial District Court.

4.3 Title shall not pass to **CITY** until the net amount has been paid in full. Should the **CITY** request some sort of financing, **CITY** will be required to file a UUC1 form with **CONTRACTOR**.

4.4 Items Not Covered:

4.4.1 Surge protected electrical services to the site with no more than * 5% variance in input voltage (unless otherwise specified.)

4.4.2 Electrical trays, wire, conduit, supports, etc. (unless otherwise specified.)

4.4.3 Sprinkling system or other fire protection equipment required by insurance or local code

4.4.4 Any modifications to HVAC, Furnace or air make-up systems (including ductwork, air return vents and/or ceiling air distribution units, air inlet/outlet ducts.)

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4.4.5 Building alterations: to include but limited to, penetration through fire walls, fire stop caulking of penetrations, modifications of doors, mounting modifications to walls, ceilings, acoustic "drop" ceiling tiles, acoustic drop ceiling grids, or floors,

4.4.6 Floor or masonry work (unless otherwise specified.)

4.4.7 Moving of existing equipment or site preparation (unless otherwise specified.)

4.4.8 Equipment to assist in installation and unloading of equipment (i.e. forklifts, scissors lift, scaffolding, etc.)

4.4.9 Permits to install and operate (when required or unless otherwise specified.)

4.5 **CONTRACTOR** represents that it is duly licensed by Carson City for the purposes of performing the **SERVICES**.

4.6 **CONTRACTOR** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the **SERVICES**.

4.7 **CONTRACTOR** represents that it and/or the persons it may employ possess all skills and training necessary to perform the **SERVICES** described herein and required hereunder. **CONTRACTOR** shall perform the **SERVICES** faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. **CONTRACTOR** shall be responsible for the professional quality and technical accuracy of all **SERVICES** furnished by **CONTRACTOR** to **CITY**.

4.8 **CONTRACTOR** represents that neither the execution of this Contract nor the rendering of services by **CONTRACTOR** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONTRACTOR** is a party or by which **CONTRACTOR** is bound, or which would preclude **CONTRACTOR** from performing the **SERVICES** required of **CONTRACTOR** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such **SERVICES**.

4.9 Before commencing with the performance of any work under this Contract, **CONTRACTOR** shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, **CONTRACTOR** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **CONTRACTOR** performs any work that is contrary to any such law, ordinance, rule or regulation, he shall bear all the costs arising therefrom.

5 **CONSIDERATION:**

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5.1.1 The parties agree that **CONTRACTOR** will provide the **SERVICES** specified in **Section 4 Scope of Work** and **CITY** agrees to pay **CONTRACTOR** the **CONTRACT SUM** of One Hundred Seventy-Seven Thousand, Nine Hundred Eighty-Five Dollars and Six Cents (\$177,985.06) for equipment and Forty-Eight Thousand, Two Hundred Sixty Dollars and no cents (\$48,260.00) for installation for a not to exceed maximum amount of Two Hundred Twenty-Six Thousand, Two Hundred Forty-Five Dollars and Six Cents (\$226,245.06) to be paid as follows:

5.1.2 \$75,000.00 - Initial Payment due upon contract execution

5.1.3 \$80,000.00 – Payment due upon receipt of State of Nevada Grant

5.1.4 \$5,937.08 – Payment due 7/1/08

5.1.5 \$5,937.08 – Payment due 8/1/08

5.1.6 \$5,937.08 – Payment due 9/1/08

5.1.7 \$5,937.08 – Payment due 10/1/08

5.1.8 \$5,937.08 – Payment due 11/1/08

5.1.9 \$5,937.08 – Payment due 12/1/08

5.1.10 \$5,937.08 – Payment due 1/1/09

5.1.11 \$5,937.08 – Payment due 2/1/09

5.1.12 \$5,937.08 – Payment due 3/1/09

5.1.13 \$5,937.08 – Payment due 4/1/09

5.1.14 \$5,937.08 – Payment due 5/1/09

5.1.15 \$5,937.18 – Payment due 6/1/09

5.1.16 **CONTRACT SUM** represents full and adequate compensation for the completed **WORK**, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the **WORK**.

5.1.17 **CITY** does not agree to reimburse **CONTRACTOR** for expenses unless otherwise specified.

6 TIMELINESS OF BILLING SUBMISSION:

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6.1.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that **CITY** is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to **CITY** no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject **CONTRACTOR** to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to **CITY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to **CONTRACTOR**.

7 CONTRACT TERMINATION:

7.1.1 Termination Without Cause:

7.1.2 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

7.1.3 Termination for Nonappropriation:

7.1.4 The continuation of this Contract beyond June 30, 2008 is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Carson City Board of Supervisors. **CITY** may terminate this Contract, and **CONTRACTOR** waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the funding is not appropriated or is withdrawn, limited, or impaired.

7.1.5 Cause Termination for Default or Breach:

7.1.6 A default or breach may be declared with or without termination.

7.1.7 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

7.1.7.1 If **CONTRACTOR** fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

7.1.7.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

7.1.7.3 If **CONTRACTOR** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

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7.1.7.4 If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONTRACTOR'S** ability to perform; or

7.1.7.5 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONTRACTOR**, or any agent or representative of **CONTRACTOR**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

7.1.7.6 If it is found by **CITY** that **CONTRACTOR** has failed to disclose any material conflict of interest relative to the performance of this Contract.

7.1.8 Time to Correct:

7.1.9 Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in **Section 3 Notice**, and the subsequent failure of the defaulting party within fifteen (15) calendar days of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

7.1.10 Winding Up Affairs Upon Termination:

7.1.11 In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

7.1.11.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

7.1.11.2 **CONTRACTOR** shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**;

7.1.11.3 **CONTRACTOR** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**;

7.1.11.4 **CONTRACTOR** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with **Section 22 City Ownership of Proprietary Information**.

8 REMEDIES:

8.1.1 Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party

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reasonable attorneys' fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour. **CITY** may set off consideration against any unpaid obligation of **CONTRACTOR** to **CITY**.

9 LIMITED LIABILITY:

9.1.1 **CITY** will not waive and intends to assert available Nevada Revised Statutes Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any **CITY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONTRACTOR**, for the fiscal year budget in existence at the time of the breach. **CONTRACTOR'S** tort liability shall not be limited.

10 FORCE MAJEURE:

10.1.1 Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

11 INDEMNIFICATION:

11.1.1 To the extent permitted by law, including, but not limited to, the provisions of Nevada Revised Statutes Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this paragraph.

11.1.2 Except as otherwise provided in Subsection 11.4 below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

11.1.3 a written request for a legal defense for such pending claim(s) or cause(s) of action;

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and

11.1.4 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

11.1.5 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

11.1.6 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

12 INDEPENDENT CONTRACTOR:

12.1.1 An independent contractor is a natural person, firm or corporation who agrees to perform services for a fixed price according to his or its own methods and without subjection to the supervision or control of the other contracting party, except as to the results of the work, and not as to the means by which the services are accomplished.

12.1.2 It is mutually agreed that **CONTRACTOR** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract. **CONTRACTOR** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

12.1.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONTRACTOR** or any other party.

12.1.4 **CONTRACTOR** shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONTRACTOR'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

12.1.5 Neither **CONTRACTOR** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

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13 INSURANCE REQUIREMENTS:

13.1.1 **CONTRACTOR**, as an independent contractor and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.

13.1.2 **CONTRACTOR** shall not commence work before: (1) **CONTRACTOR** has provided the required evidence of insurance to Carson City Purchasing & Contracts, and (2) **CITY** has approved the insurance policies provided by **CONTRACTOR**.

13.1.3 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.

13.1.4 Insurance Coverage:

13.1.5 **CONTRACTOR** shall, at **CONTRACTOR'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONTRACTOR** and shall continue in force as appropriate until the latter of:

13.1.5.1 Final acceptance by **CITY** of the completion of this Contract; or

13.1.5.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.

13.1.6 Any insurance or self-insurance available to **CITY** shall be in excess of and non-contributing with any insurance required from **CONTRACTOR**. **CONTRACTOR'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONTRACTOR** shall provide **CITY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONTRACTOR** has knowledge of any such failure, **CONTRACTOR** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

13.1.7 General Requirements:

13.1.8 **Certificate Holder:** Each liability insurance policy shall list Carson City c/o Carson City Purchasing & Contracts, 201 N. Carson Street Suite 11, Carson City, NV 89701 as a certificate holder.

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13.1.9 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONTRACTOR**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

13.1.10 **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.

13.1.11 **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

13.1.12 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CONTRACTOR** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONTRACTOR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by **CITY**.

13.1.13 **Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) calendar days prior written notice to Carson City Purchasing & Contracts, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to Carson City Purchasing & Contracts, 201 N. Carson Street Suite 11, Carson City, NV 89701.

13.1.14 **Approved Insurer:** Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

13.1.15 **Evidence of Insurance:** Prior to commencement of work, **CONTRACTOR** must provide the following documents to Carson City Purchasing & Contracts, 201 North Carson Street Suite 11, Carson City, NV 89701:

13.1.15.1 **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing & Contracts to evidence the insurance policies and coverages required of **CONTRACTOR**.

13.1.15.2 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing & Contracts to evidence the endorsement of **CITY** as an additional insured per Subsection 13.5.2.

13.1.15.3 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella

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or Excess insurance policy may be required.

13.1.16 **Review and Approval:** Documents specified above must be submitted for review and approval by Carson City Purchasing & Contracts prior to the commencement of work by **CONTRACTOR**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONTRACTOR** shall relieve **CONTRACTOR** of **CONTRACTOR'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONTRACTOR** or its sub-contractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

14 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

14.1.1 Minimum Limits required:

14.1.2 Two Million Dollars (\$2,000,000.00) - General Aggregate

14.1.3 Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate

14.1.4 One Million Dollars (\$1,000,000.00) - Each Occurrence

14.1.5 Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

15 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**

15.1.1 Minimum Limit required:

15.1.2 One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage

15.1.3 Coverage shall be for "any auto", including owned, non-owned and hired vehicles. The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

16 **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**

16.1.1 **CONTRACTOR** shall provide workers' compensation insurance as required by Nevada Revised Statutes Chapters 616A through 616D inclusive and Employer's Liability

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insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.

16.1.2 **CONTRACTOR** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONTRACTOR** is a sole proprietor; that **CONTRACTOR** will not use the services of any employees in the performance of this Contract; that **CONTRACTOR** has elected to not be included in the terms, conditions, and provisions of Nevada Revised Statutes Chapters 616A-616D, inclusive; and that **CONTRACTOR** is otherwise in compliance with the terms, conditions, and provisions of Nevada Revised Statutes Chapters 616A-616D, inclusive.

17 BUSINESS LICENSE:

17.1.1 **CONTRACTOR** shall not commence work before **CONTRACTOR** has provided a copy of his Carson City business license to Carson City Purchasing & Contracts.

17.1.2 The Carson City business license shall continue in force until the latter of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

18 COMPLIANCE WITH LEGAL OBLIGATIONS:

18.1.1 **CONTRACTOR** shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or services of this Contract. **CONTRACTOR** will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of **CONTRACTOR** in accordance with Nevada Revised Statutes 361.157 and 361.159. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

19 WAIVER OF BREACH:

19.1.1 Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

20 SEVERABILITY:

20.1.1 If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0809-063

21 ASSIGNMENT/DELEGATION:

21.1.1 To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONTRACTOR** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**.

22 CITY OWNERSHIP OF PROPRIETARY INFORMATION:

22.1.1 Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONTRACTOR** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

22.1.2 **CITY** shall be permitted to retain copies, including reproducible copies, of **CONTRACTOR'S** drawings, specifications, and other documents for information and reference in connection with this Contract.

22.1.3 **CONTRACTOR'S** drawings, specifications and other documents shall not be used by **CITY** or others without expressed permission of **CONTRACTOR**.

23 PUBLIC RECORDS:

23.1.1 Pursuant to Nevada Revised Statute 239.010, information or documents received from **CONTRACTOR** may be open to public inspection and copying. **CITY** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONTRACTOR** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with Nevada Revised Statute 332.061, provided that **CONTRACTOR** thereby agrees to indemnify and defend **CITY** for honoring such a designation. The failure to so label any document that is released by **CITY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0809-063

24 CONFIDENTIALITY:

24.1.1 **CONTRACTOR** shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONTRACTOR** to the extent that such information is confidential by law or otherwise required by this Contract.

25 FEDERAL FUNDING:

25.1.1 In the event federal funds are used for payment of all or part of this Contract:

25.1.2 **CONTRACTOR** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

25.1.3 **CONTRACTOR** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

25.1.4 **CONTRACTOR** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

26 LOBBYING:

26.1.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

26.1.2 Any federal, state, county or local agency, legislature, commission, counsel or board;

26.1.3 Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or

26.1.4 Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0809-063

27 GENERAL WARRANTY:

27.1.1 **CONTRACTOR** warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications as set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

28 PROPER AUTHORITY:

28.1.1 The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONTRACTOR** acknowledges that this Contract is effective only after approval by the Carson City Board of Supervisors and only for the period of time specified in this Contract. Any services performed by **CONTRACTOR** before this Contract is effective or after it ceases to be effective are performed at the sole risk of **CONTRACTOR**.

29 ARBITRATION:

29.1.1 Any controversy of claims arising out of or relating to this Contract, or the breach thereof, provided both parties agree, may be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

30 GOVERNING LAW; JURISDICTION:

30.1.1 This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONTRACTOR** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

31 ENTIRE CONTRACT AND MODIFICATION:

31.1.1 This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0809-063

by the Carson City Board of Supervisors.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0809-063

32 ACKNOWLEDGMENT AND EXECUTION:

32.1.1 In witness whereof, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

CARSON CITY

Finance Director
Attn: Cheryl A. Adams, Purchasing &
Contracts Manager
201 North Carson Street Suite 11
Carson City, Nevada 89701
Telephone: 775-887-2133 ext. 30135
Fax: 775-887-2107
CAdams@ci.carson-city.nv.us

CITY'S LEGAL COUNSEL

Neil A. Rombardo, District Attorney

I have reviewed this Contract and approve
as to its legal form.

By: _____
 CHERYL A. ADAMS
 Purchasing & Contracts Manager

By: _____
 Deputy District Attorney

DATED _____.

DATED _____.

CITY'S ORIGINATING DEPARTMENT

BY: Maxine Cortes, Court Administrator
First Judicial District
District/Justice/Municipal Courts
885 East Musser Street, Suite 2007
Carson City, NV 89701
Telephone: 775-887-2121 Ext. 1645
Fax: 775-887-2297
MCortes@ci.carson-city.nv.us

By: _____

DATED _____

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0809-063**

Andrew Green deposes and says: That he is the **CONTRACTOR** or authorized agent of the **CONTRACTOR**; that he has read the foregoing Contract; and that he understands the terms, conditions, and requirements thereof.

CONTRACTOR

BY: Andrew Green

TITLE: Chief Operations Officer

FIRM: Jefferson Audio Video Systems, Inc.

CARSON CITY BUSINESS LICENSE #: _____

Address: 13020 Middletown Industrial Blvd.

City: Louisville **State:** KY **Zip Code:** 40223

Telephone: 800-354-5287/ **Fax #:** 502-244-3311

E-mail Address: andrewg@javvs.com

(Signature of **CONTRACTOR**)

DATED _____.

STATE OF _____)
) **ss**
County of _____)

Signed and sworn (or affirmed) before me on this _____ day of June, 2008, by Andrew Green.

(Signature of Notary)

(Notary Stamp)

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0809-063

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of June 19, 2008 approved the acceptance of **CONTRACT No. 0809-063**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

CARSON CITY, NEVADA

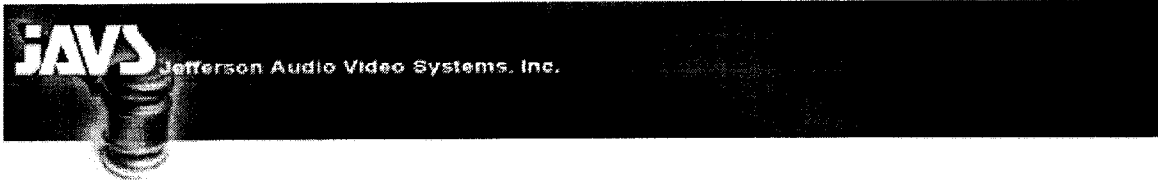
MARV TEIXEIRA, MAYOR

DATED this 19th day of June, 2008.

ATTEST:

ALAN GLOVER, CLERK-RECORDER

DATED this 19th day of June, 2008.



**Sole Source Letter For:
Carson City, Nevada**

May 19, 2008

To Whom It May Concern:

This letter is to certify that Jefferson Audio Video Systems (JAVS®), Inc., a Kentucky-based corporation, headquartered in Louisville, Kentucky is the developer, distributor and sole source vendor of various digital audio/video equipment and software applications.

The following is a list of proprietary products and services, which are solely developed, produced, modified, distributed and supported by Jefferson Audio Video Systems (JAVS®), Inc.

Software: (Including, but not limited to)	Autolog 5.0 Autolog 6.0 Autolog 6.2 Case Viewer Case Scheduler
Hardware: (Including, but not limited to)	Precision Precision E4 CT-Vi CT-4A Digital Recorder All Hardware w/ JAVS logo
JAV Services:	Service Contracts (JAVS product line) Help Desk

Jefferson Audio Video Systems (JAVS®), Inc. holds all rights to source codes and equipment patents and also holds the exclusive right to establish pricing, make changes, provide technical support (either directly or through subcontractors), and provide delivery of the above named equipment and software.

Any persons engaged in the act of marketing, advertising, and/or selling the above named hardware and software packages must have the expressed written authority to do so as a direct agent for Jefferson Audio Video Systems (JAVS®), Inc. Any unauthorized representations are not recognized as valid.

Thank you for your interest in Jefferson Audio Video Systems (JAVS®), Inc. We look forward to assisting you with your digital audio/video solutions.

If you have any questions or require additional information, please feel free to contact us at your convenience.

Sincerely,

David Green, CEO
Jefferson Audio Video Systems, Inc.

EVERY WORD, EVERY SYLLABLE, EVERY ACTION CAPTURED DIGITALLY

JAVS[®] CT-4A[™]

The Ultimate, Digital, All Inclusive Large Court Recording System

- > *Adaptable, Expandable and User Friendly*
- > *JAVS AutoLog[®] Software Records and Logs From All Angles, Arraignment, In Chambers, Evidence Presentation*
- > *Total Control With JAVS Control Systems*
- > *Capture and Archive All Courtroom Activity*
- > *Connections for Virtually Every Need*
- > *Superior Public Address Mixing*

JAVS[®]

THE JAVS CT-4A[™] COURTROOM

CT-4A[™]

YOUR
EYES
AND EARS
IN THE
COURTROOM

DIALOG SEPARATION IN THE COURTROOM

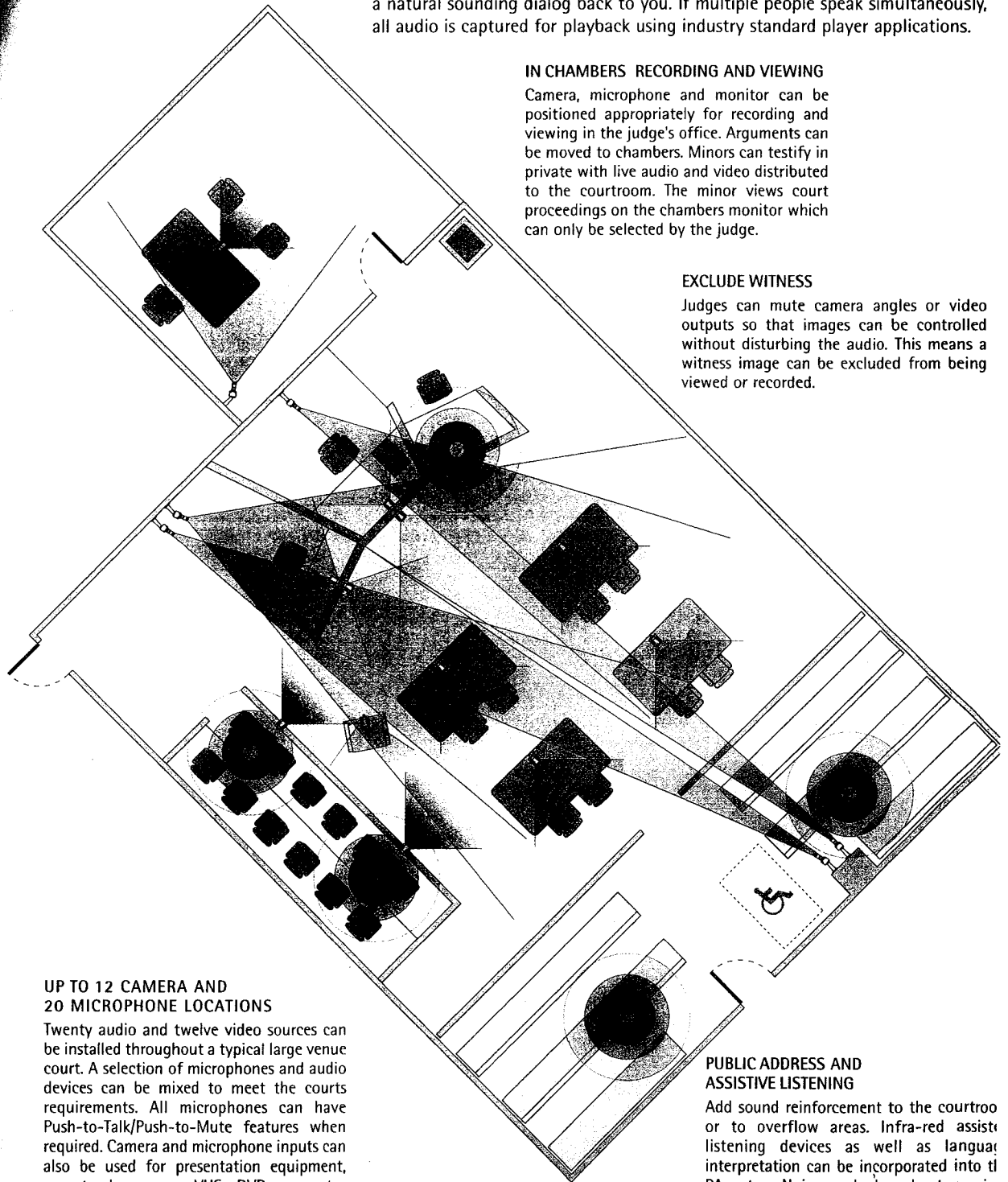
Interaction within the courtroom can best be described as a dialog. One person speaks and then the next person speaks. Given this situation, the judge and witness are recorded on one track and the attorneys on the second track. When played back, the dialog moves between your stereo speakers or headset, relaying a natural sounding dialog back to you. If multiple people speak simultaneously, all audio is captured for playback using industry standard player applications.

IN CHAMBERS RECORDING AND VIEWING

Camera, microphone and monitor can be positioned appropriately for recording and viewing in the judge's office. Arguments can be moved to chambers. Minors can testify in private with live audio and video distributed to the courtroom. The minor views court proceedings on the chambers monitor which can only be selected by the judge.

EXCLUDE WITNESS

Judges can mute camera angles or video outputs so that images can be controlled without disturbing the audio. This means a witness image can be excluded from being viewed or recorded.



UP TO 12 CAMERA AND 20 MICROPHONE LOCATIONS

Twenty audio and twelve video sources can be installed throughout a typical large venue court. A selection of microphones and audio devices can be mixed to meet the courts requirements. All microphones can have Push-to-Talk/Push-to-Mute features when required. Camera and microphone inputs can also be used for presentation equipment, copystand cameras, VHS, DVD, computer sources and distance arraignment systems.

PUBLIC ADDRESS AND ASSISTIVE LISTENING

Add sound reinforcement to the courtroom or to overflow areas. Infra-red assistive listening devices as well as language interpretation can be incorporated into the PA system. Noise can be broadcast over jury and gallery to mask bench conferences.



JAVS audio mixing and video switching system takes full advantage of sophisticated integrated circuitry and software algorithms. This provides the highest quality recording, free of excessive room noise, low volume voice levels, false camera switching, feedback on PA systems and the like.

Automatic and Dynamic Microphone Mixing

The JAVS audio mixing system accurately distributes gains between microphones as people speak. Microphones are never completely off, however, gains of inactive microphones are significantly reduced. As a person speaks, the volume is increased on the nearest microphone. This factor, produced with JAVS fast algorithm, eliminates the risk of missing words or conversation. The chance of multiple microphones picking the same voice, recording out of phase, and reducing the clarity of the recorded voice is minimized.

People speak at differing audio levels. The CT-4A™ system monitors voice levels and adjusts volume accordingly. Softer or lower voices are strengthened. Recordings are comfortable to follow when played back. Overall clarity is enhanced and distortion is avoided. If two or more people speak simultaneously, levels of the appropriate microphones will be adjusted to crisply capture every word.

Video Switching

JAVS video switching system allows the video to follow the action.

Cameras are positioned strategically throughout the courtroom.

As a microphone becomes active, the JAVS switcher will switch to the associated camera. Audio and video are coordinated.

When two or more people speak simultaneously, the camera remains on the first to speak until finished. No matter which camera is selected all audio is recorded. When the court becomes quiet, the switcher reverts to an overall view or default camera.

JAVS Adaptive Audio Threshold Technology™ drastically minimizes false camera switching and camera locking. The switcher continually monitors microphone levels. If a device, such as a fan, is near a microphone the switcher will "learn" that the noise is constant and will not falsely switch to that microphone. JAVS Sharp Noise Rejection™ stops cameras from switching on loud, sharp noises like a door closing or slap on the table.

On-Screen Identification

An optional audio-level meter allows for confidence monitoring. A user can simply watch on-screen audio levels and be confident that even the most soft-spoken voice is on the record.

With the JAVS Microphone Identification System™, the video screen shows active microphones by number. The transcriber can easily identify and note the location of the person speaking. To accurately and quickly recognize cases, courtroom and judge on-screen identifiers can be activated.

On-Screen Microphone Diagnostics

If a microphone becomes disconnected, shorted out or muted, it is noted on-screen. This alert indicates exactly which microphone has been affected, identifies the problem and records the alert, to document the situation.

Time and Date Stamp

Time and date indicators are burned into the recordings to preserve record authenticity. Editing of the record without detection is virtually impossible.

Digital Recording

The proceedings are recorded digitally to the computer hard drive using advanced compression technology. Files can be played back on standard computers with Microsoft® media player. With the addition of JAVS CaseViewer™ software, any logged point of the digital file can be accessed and played instantaneously.

Compact Discs are created in minutes for transcriptionists or for attorneys to review the day's proceedings. Typical storage rates allow for saving a six hour court day on a single compact disc.

JAVS AutoLog®, The Easiest To Use And Best Performing Software Available

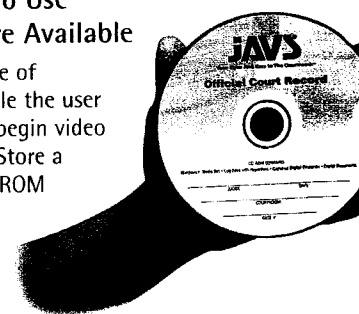
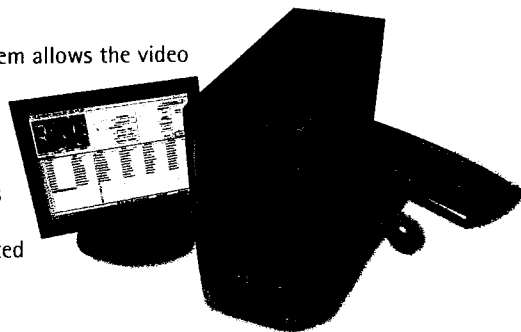
AutoLog® software creates a webpage of all logged segments. Hyperlinks enable the user to click on any point in the log and begin video at that exact point instantaneously. Store a full day of court activity on one CD-ROM disc, or transport it across your network for storage elsewhere. Archive and retrieve a verbatim record of court proceedings as they happened, today or ten years from today. AutoLog® software is integral to the JAVS CT-4A™ and provides a log of court events, customized for the court's preferences. The log can be highly detailed or simplified according to your specific needs.

Network Smoothly With The Rest Of Your Facility

AutoLog® can accept JAVS CaseScheduler™ updates and imports from your case management system to keep your day on track. Recordings and logs can be shared across your network for viewing within the office or transferred to locations of your choosing. Archiving and central storage of files is accomplished via the network. Security management is maintained using the Microsoft® operating system and server settings.

Upgrade and Expand As Needs Change

Functions not included with an initial installation can be added later as needed. The JAVS CT-4A™ can accommodate future advances and updates

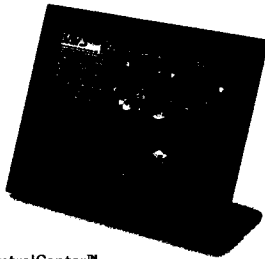


OPTIONS AND ACCESSORIES



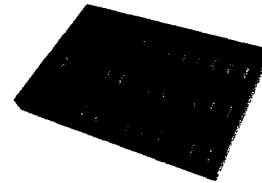
EVIDENCE PRESENTATION

JAVS Persuasion™ presentation system is invaluable in presenting the case. Included are VHS, DVD, copy-stand camera and attorney computer connectivity. Audio is available through cart mounted speakers or through the courtroom public address system. Annotate evidence using the touchscreen monitor. Highlighting can be done by the presenting attorney, from the witness station or from the bench. Presentations are recorded along with court proceedings. Input/output ports are included for data, video, computer and sound.



JAVS ControlCenter™

For maximum flexibility and control, the judge's video monitor and system controls are combined into one convenient, space saving, state of the art, touch screen system. This allows the user to view courtroom activity at a glance and easily control courtroom functions. JAVS ControlCenter™, shown with a 12 inch monitor, occupies less than one square foot of desk space.

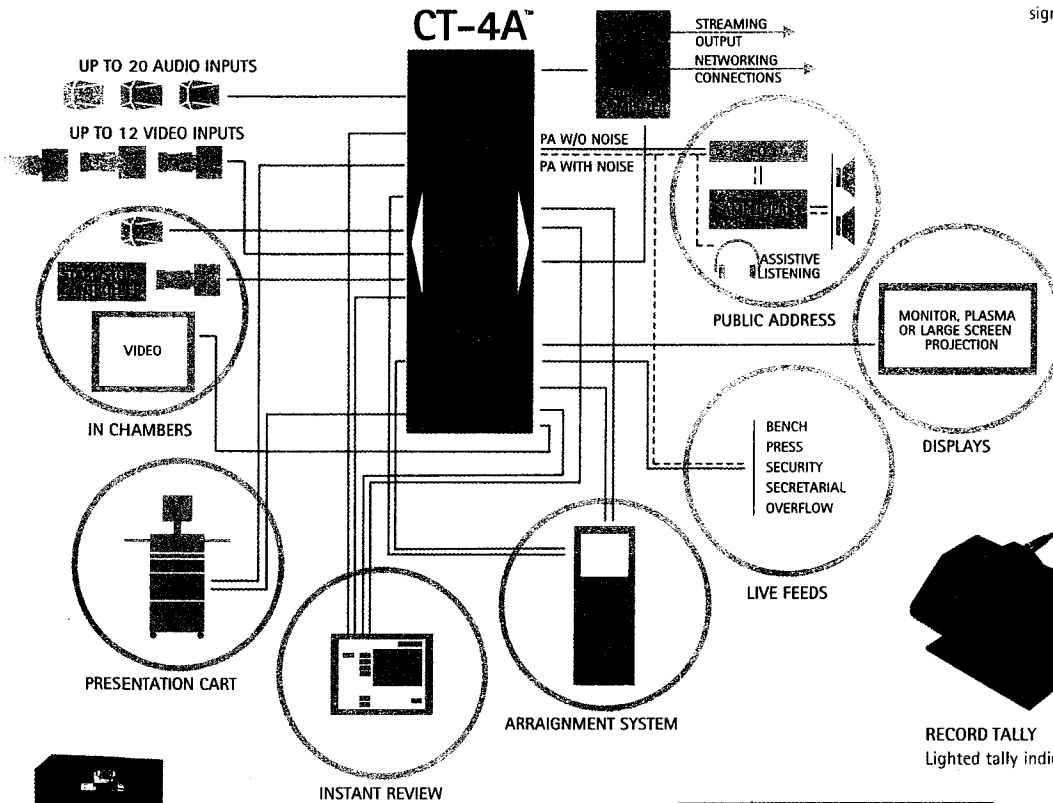


JAVS CT-403 CONTROL PANEL

Provides simple, push-button control for the entire JAVS CT-4A™ system. Video is viewed on bench monitor and on courtroom displays.

DIGITAL BACK-UP RECORDER

The Digital Back-up Recorder eliminates the hassle of VHS tapes. Recordings are stored digitally and can be archived on any digital media such as CD, DVD, network, or tape back-up. The DBR is a totally redundant recording device with extensive audio and video storage capability. Add a second drive for significantly increased storage.



LARGE SCREEN DISPLAYS

Various plasma displays, projection systems and monitors are available to suit the courtroom dimensions and layout. The JAVS CT-4A™ has multiple monitor outputs.

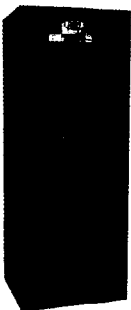
PRESS FEEDS AND STREAMING

Court activity can be streamed to the web and viewed on standard computers. Audio and video can be routed to staff offices, overflow areas and to press feeds for broadcast.



RECORD TALLY

Lighted tally indicates when the system is in record mode.



REMOTE VIDEO ARRAIGNMENT AND VIDEO CONFERENCING

Safely and efficiently conduct remote arraignments without the defendant being present in the courtroom. Receive and view live testimony from a witness located off-site and permit interaction and examination of the witness by the judge and attorneys in the courtroom. Each case is recorded and logged for viewing.



INSTANT REVIEW

Review previous testimony instantly. During the review, real time recording continues. Multiple days and cases can be stored. Playback through public address and courtroom display systems. Instant Review provides a redundant backup recording.



**Ultimate Quality, Function, Flexibility, and
Expandability In One Fantastic, Digital,
Large Venue System**

JAVS CT-4A™ is the very finest digital audio video court recording documentation system available. Versatility, expandability and ease of use make it ideal for the demanding courtroom. Every image displayed and every sound that is heard is captured into the record. This includes distance arraignment, evidence presentation, multi-media, computer and video presentations. Controls are user friendly, highly flexible and adaptable to your unique needs. The day's activities can be played through public address speakers and assistive listening devices. Proceedings are logged and indexed using JAVS exclusive AutoLog® software.

In addition to state-of-the-art capabilities, an installed JAVS CT-4A™ includes system training, extensive customer support, a one year warranty and optional on-site service contracts.

A simple demonstration will show you why JAVS CT-4A™ court system is the hands down choice for meeting the unique challenges and ongoing demands of the larger court environments.

KEY FEATURES:

- UP TO 12 VIDEO CAMERAS
- UP TO 20 MICROPHONES
- JAVS AutoLog® SOFTWARE
- ON-SCREEN MICROPHONE DIAGNOSTICS
- MULTIPLE BALANCED PUBLIC ADDRESS OUTPUTS
- LIVE FEED FOR BROADCAST AND OTHER MEDIA
- CREATION OF DAILY PROCEEDINGS ON A SINGLE CD
- UPGRADABLE AND EXPANDABLE

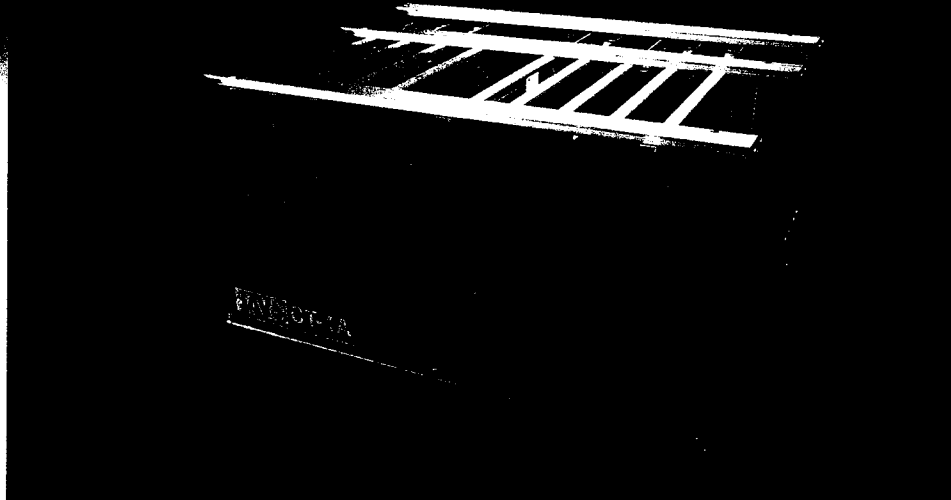
CUSTOMIZABLE MODES:

- IN CHAMBERS
- PUBLIC ADDRESS WITH NOISE
- ALL MUTE
- CAMERA LOCK
- EXCLUDE WITNESS
- BENCH CONFERENCE
- ADD USER MODES AS DESIRED

KEY OPTIONS:

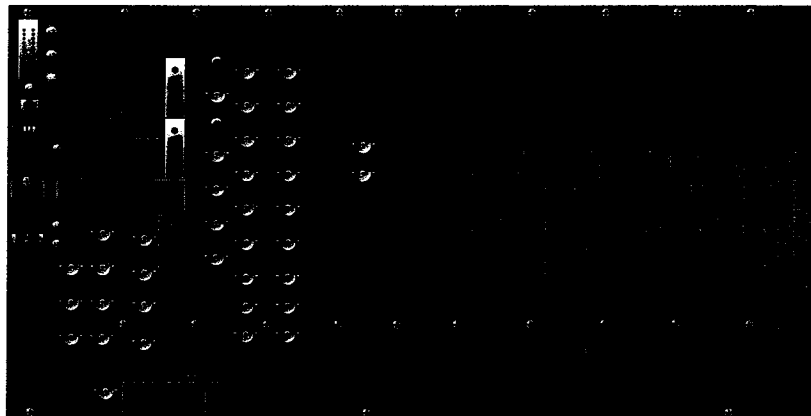
- JAVS ControlCenter™ TOUCH SCREEN
- REMOTE ARRAIGNMENT AND VIDEO CONFERENCING
- PLASMA, PROJECTION AND LARGE SCREEN DISPLAYS
- EVIDENCE PRESENTATION
- VHS, DVD AND DIGITAL BACK-UP
- WEB STREAMING
- ASSISTIVE LISTENING
- INSTANT REVIEW
- RECORD TALLY
- ON SITE MAINTENANCE AND SUPPORT CONTRACTS

JAVS CT-4A™



SO FAST, SO EASY AND SO VERSATILE

Maintaining, expanding and upgrading your court documentation functions are all accomplished quickly and easily due to the incredible versatility and flexibility engineered into JAVS CT-4A™ hardware. Conceived and built by JAVS engineering and product development teams. JAVS CT-4A™ represents the latest technology and is the culmination of more than twenty years of listening to and satisfying the needs of our courts.



JAVS®

Your Eyes And Ears In The Courtroom™

CANADA

Lanier Healthcare Canada
980 Adelaide St. South, Unit 36
London, Ontario N6E 1R3
Phone: 866-709-0210 / 519-649-4880
Fax: 519-649-2562
www.lhcc.ca / Email: info@lhcc.ca

Jefferson Audio Video Systems, Inc.

13020 Middletown Industrial Blvd.
Louisville, KY 40223
800-354-JAVS / 502-244-8788
www.javs.com

AUSTRALIA

Lanier Voice
325a Urana Road
Lavington, NSW 2641
Phone: +61-2-6022-7800
www.laniervoice.com
Email: info@laniervoice.com