



# City of Grand Island

Tuesday, November 14, 2006

Council Session

## Item G11

**#2006-335 - Approving Service Maintenance Agreement with  
Audiovisual, Inc. for GITV Operations**

Staff Contact: Wendy Meyer-Jerke

# Council Agenda Memo

**From:** Wendy Meyer-Jerke, Public Information Officer

**Meeting:** November 14, 2006

**Subject:** GITV Maintenance Agreement with AVI

**Item #'s:** G-11

**Presenter(s):** Wendy Meyer-Jerke, Public Information Officer

## Background

GITV - Channels 6 and 56 continue to move forward with the vision and goal of an all digital, broadcast quality studio and equipment within the next two years that will provide the citizens of Grand Island with a broadcast quality television station. GITV focuses on governmental, educational and community related segments to keep the residents informed of the latest happenings within our community. Approximately ten to twelve different segments run daily. In the past few years, GITV has seen multiple upgrades to meet technology changes.

It is important to remember that GITV only has one full-time employee and one part-time employee so when issues arise regarding equipment problems our internal resources are limited. Due to the amount of dollars being put in the GITV station upgrade and the limited technological talents that are within the GITV staff a service maintenance agreement is a necessity.

## Discussion

The proposed service maintenance agreement would be a yearly agreement in an amount of \$3,947.00 that would be provided by Audiovisual, Inc. (AVI) out of Omaha, Nebraska. AVI is the company where the majority of the GITV studio equipment has been purchased from. The contract will include two service checks throughout the year on the GITV studio equipment for preventive maintenance including routine cleaning, adjustments, and repairs. In addition, on demand service throughout the year would be provided by AVI with phone support guaranteed within two hours and on-site support within 24 hours. The agreement also covers labor to perform on-site correction of problems, perform repairs, adjustments to restore system operation and coverage of minor parts. Travel costs are also covered with this service maintenance agreement. Another great thing about this agreement is that it allows for a 10% discount on service

parts, add-on parts to our current equipment and software upgrades. AVI will also take care of the time and cost of mailing in equipment that need to be repaired.

The public information division of the city believes this agreement is essential at this time. Since dollars are being spent on getting broadcast quality equipment, dollars need to be spent to maintain it and to ensure that the studio is running the best it absolutely can. It is important to have the capability of calling up an engineer who is an expert regarding our equipment and knowing that he/she will be able to help fix the problem over the phone or will be down the next day on location to take appropriate action necessary so GITV can be up and running. A small studio like GITV, and one that is located several hours away from most service technicians, often gets put to the bottom of the waiting list when it comes to maintenance calls. By council approving this agreement this would no longer be a concern for GITV.

### **Alternatives**

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer this to a Committee
3. Postpone the issue to a future date
4. Take no action on this issue

### **Recommendation**

City Administration recommends that the Council approve the service maintenance agreement with AVI, Inc. regarding GITV--Channels 6 and 56.

### **Sample Motion**

Motion to approve the service maintenance agreement with AVI, Inc. of Omaha, Nebraska in an amount of \$3,947.00.



AVI Systems 5055 South 111th Street Omaha, NE 68137

**Service Maintenance Agreement (SMA)  
Gold Level**

**Quote Number 111-06-026788**

Customer Bill To Address:	Maintenance Location Address:	Office / Agreement Information:
City of Grand Island	City of Grand Island	Agreement Number:
100 East 1st Street	100 East 1st Street	Sales Rep: Guy Sauer
Grand Island, NE 68801	Grand Island, NE 68801	TS Approval By:
	TV Studio & Council Chambers	Attachment "B":
		Agreement Type:
Contact Name: Dick Gorgen		
Phone Number: (308) 385-5444		Factory Support:
Customer Number: 633	Contact Name: Dick Gorgen	Support Type:
Customer PO:	Phone Number: (308) 385-5444	System ID Number:

Gold Level Selection	Coverage Term	Coverage Dates
Standard	1 Years	Start: 11/1/2006 End: 10/31/2007

**Plus Services Options Requested**

**Scheduled Comprehensive Maintenance Dates**

Agreement Cost And Terms
1) Coverage Must Be Purchased On All Components Cabled Together In A System. 2) Full Payment Due Net 15 Days And Before Service Coverage Begins. 3) Any Applicable State Or Local Taxes Required Will Be Billed In Addition To This Amount.
<b>Agreement Total</b> <b>\$3,947.00</b>

**Agreement Acceptance and Approval**

Company:	City of Grand Island
Signature:	
Title:	
Print Name:	
Date:	

Company:	AVI Systems
Signature:	<i>Guy Sauer</i>
Title:	Sales Rep
Print Name:	Guy Sauer
Date:	10/29/2006

### Gold Services To Be Provided

- Preventive Maintenance
  - Provides labor to perform two on-site scheduled comprehensive maintenance sessions per year for routine cleaning, adjustments, alignments and repairs
- On Demand Service
  - Provides 5X9 service and support response (Mon – Fri / 8am – 5pm)
  - Provides priority phone support (within 2 hour response time)
  - Provides priority on-site service (within 24 hour response time)
  - Provides labor to perform off-site remote diagnostics and troubleshooting
  - Provides labor to perform on-site troubleshooting to localize and diagnose faults
  - Provides labor to perform on-site correction of problems, perform repairs and adjustments to restore system operation
- Shop Service and Parts
  - Provides labor to perform in-shop diagnostics and repair of faulty equipment
  - Provides all materials and parts (excluding catastrophic parts not covered by manufacturer warranty, and consumables) Minor parts costing less than \$100.00 are covered.
  - Provides preferred purchase rate for catastrophic parts, add-on parts and software upgrades (10% discount)
  - Provides coverage of costs for equipment sent to manufacturer for diagnosis or repair
- Other and Optional Plus Services
  - Provides labor and travel costs
  - Provides software maintenance revisions
  - Provides optional plus services as indicated under the "Plus Services Options Requested" section

### Definitions

1. Priority Service – Means all Agreement work is scheduled ahead of any on-demand work within 2 hour or 24 hour response times as indicated within the Agreement.
2. Scheduled Maintenance – Defined as the Technical Personnel of AVI Systems performing the necessary cleaning, adjustment, and replacement of parts to keep the equipment in good and efficient operating condition. Any repairs or operating instructions will be done at this time.
3. Remote Diagnostics – Defined as remote calls made to communications and terminal equipment via customer provided analog line to determine network and/or board-level failures and remedies (If equipment is capable and configured for remote diagnostics).
4. Catastrophic Parts – Defined as video head assemblies, disk drives, projection tubes and devices, CRTs, LCD assemblies, plasma assemblies, prism assemblies, and complete circuit boards.
5. Consumables – Defined as tapes, batteries, projection lamps and diskettes. Consumables are not included under this Agreement.
6. Software Maintenance Revisions – Revisions of the existing software that are provided at no charge at the discretion of the manufacturer that are primarily intended to fix bugs which impair equipment operation. Upgrades are available (increases capability of the product) at normal manufacturer charges.

### Business Terms

AVI Systems will make all necessary adjustments, repairs and replacements necessary to maintain the equipment in good working order. AVI Systems's obligation under this Agreement is limited to the repair or replacement of any parts and to maintain as set forth above. This warranty shall not apply to any equipment if any person other than an AVI Systems technician or other person authorized by AVI Systems, without AVI Systems's consent, modifies, adjusts or repairs such unit or performs any maintenance service on it during the term of this Agreement.

Limitation of Remedies - AVI Systems entire liability and the Customer's exclusive remedy shall be as follows. In all situations involving negligence in performance or nonperformance of AVI Systems for the services furnished under this Agreement, AVI Systems shall be liable for the adjustment, repair, or replacement of equipment damaged or impaired. AVI Systems will not be liable for any performance or nonperformance of any manufacturer or third party software operational features. In no event will AVI Systems be liable for any damages caused by the Customer's failure to perform the Customer's responsibilities, or for any lost profits or other consequential damages, even if AVI Systems has been advised of the possibility of such damages, or for any claim against the Customer by any other party, or for any damages caused by performance or non-performance of equipment located outside the United States or Puerto Rico.

General - AVI Systems reserves the right to assign this Agreement to other parties in order to fulfill all warranties and obligations expressed herein. This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and of AVI Systems, and variance from the terms and conditions of the Agreement in any order or other written notification from the Customer will be of no effect. The term "this Agreement" as used herein includes any applicable payment agreement or finance agreement, supplement or future written amendment made in accordance herewith, however, the cancellation of this Agreement shall not cancel or otherwise negate Customer's obligations under any note or finance agreement. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Unless otherwise agreed to in writing by Customer and AVI Systems, if any printed term or condition contained in any purchase order or other form used by Customer to order products or services pursuant to this Agreement, or in any acknowledgment or other form used by Customer is inconsistent with any term or condition contained herein, the provisions hereof shall apply and take precedence. AVI Systems is not responsible for failure to fulfill its obligations under this Agreement due to causes beyond its control or, except as agreed herein, to provide any services hereunder for Equipment located outside the United States or Puerto Rico. The laws of the State of Nebraska will govern this Agreement.

RESOLUTION 2006-335

WHEREAS, GITV has served Hall County and the Grand Island area with governmental-educational programming since 1993; and

WHEREAS, within the next two years, GITV will provide the citizens of Grand Island with an all digital, broadcast quality studio and equipment; and

WHEREAS, due to upgrades of GITV, a service agreement for audio/visual equipment is necessary; and

WHEREAS; GITV has negotiated with Audiovisual, Inc. (AVI) of Omaha, Nebraska, to provide GITV with an annual service maintenance agreement n the amount of \$3,947.00; and

WHEREAS, it is in the best interest of the City of Grand Island to approve The Service Maintenance Agreement, to be effective November 1, 2006.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Service Maintenance Agreement between Audiovisual, Inc., for the operation of GITV for the term November 1, 2006 through October 31, 2007, in the amount of \$3,947.00 is hereby approved; and the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska, November 14, 2006.

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Jay Vavricek, Mayor

Attest:

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RaNae Edwards, City Clerk

Approved as to Form    ☐ \_\_\_\_\_  
November 9, 2006       ☐ City Attorney