

Quality Recording Solutions, LLC - Maintenance Services Agreement

THIS AGREEMENT is made

BETWEEN:

QUALITY RECORDING SOLUTIONS, LLC

(“QRS”)
located at
425 E Crossville Rd Ste 207
Roswell, Georgia 30075

and

(“Indian River County”)
located at
4225 43rd Ave
Vero Beach, FL 32967

Maintenance Services Agreement with Quality Recording Solutions, LLC

THE PARTIES AGREE:

1 Definitions

"Contract Period"	This Maintenance Services Agreement with Quality Recording Solutions, LLC ("Contract") by and between Quality Recording Solutions, LLC and INDIAN RIVER COUNTY, a political subdivision of the state of Florida (the "Client") shall be in effect from the date of execution, being the last dated signature herein and shall automatically renew unless otherwise terminated as provided herein for a total time of not more than five (5) one (1) year terms, as set out in "Schedule 1" attached hereto as Exhibit A, and subject to the terms and conditions in the "Addendum" attached hereto as Exhibit B. The Contract shall terminate absolutely with no further renewals at the end of the fifth (5th) calendar year, being December 31, 2029.
"Coverage Hours"	means the period outlined as Coverage Hours as set out in Schedule 1.
"Location of Equipment"	means the Location of the Equipment as set out in Schedule 1.
"Response Time"	means the period elapsed during the Coverage Hours from the time of telephone receipt at the Quality Recording Solutions Helpdesk of Client's report of a potential problem and Quality Recording Solutions subsequent contact with Client by telephone or other media by a service engineer.
"On-Site Support"	means the period elapsed during the Coverage Hours from the time of agreement by the Quality Recording Solutions Helpdesk and the Client that on site remedial action is required to resolve a report of a potential problem and the arrival at the Location of Equipment address by a service engineer.
"Order Confirmation"	means a Maintenance Services Order Confirmation substantially in the form set out in Schedule 1 and executed by both parties.
"Price"	The Contract Price shall be in an amount not to exceed \$136,750, to be broken down in annual amounts based on the quotes and requested services herein.

2 General

- 2.1 The execution by both parties of this Agreement shall be an acknowledgement that the terms of this Agreement shall apply to such Order Confirmation. This agreement only becomes binding on Quality Recording Solutions when signed on its behalf by an authorized signatory of the County and Quality Recording Solutions. Quality Recording Solutions may end this agreement if Client breaks any of its obligations. Client will have 30 days to rectify issues before contract is terminated.
- 2.2 This document and exhibits hereto contain all the terms of the agreement between the parties and no variations will be valid unless agreed in writing by an authorized signatory of both parties.
- 2.3 The Schedule 1 (Exhibit A) and Quotes attached hereto as Exhibit C define any facilities, information, materials and resources ("Client Resources") to be provided by Client. Quality Recording Solutions shall in no event be liable for any loss or further expenses incurred as a result of Client's failure or delay in providing Client Resources or arising as a consequence of any inaccuracies therein.
- 2.4 This agreement is governed in all respects by the laws of the state of Florida, without reference to any conflict of law rules.
- 2.5 Any notice to be served on either party shall be in writing and shall be sent by certified mail to the address given in this agreement or such other address as may have been notified for that purpose and shall be deemed to have been received 48 hours after having been sent.

2.6

Quality Recording Solution is registered with and will use the Department of Homeland Security's E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired employees for the duration of this agreement, as required by Section 448.095, F.S. Quality Recording Solution is also responsible for obtaining an affidavit from all subcontractors, as required in Section 448.095(5)(b), F.S., stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

3 Services Provided by Quality Recording Solutions

Quality Recording Solutions agrees:

- 3.1 to provide maintenance services at a "Standard" level

Maintenance Services Agreement with Quality Recording Solutions, LLC

- 3.2 to provide service engineer visits to the Location of Equipment between the Coverage Hours specified in the Schedule including all labor and travel expenses as deemed necessary by Quality Recording Solutions.
- 3.3 to use reasonable endeavors to meet the Response Time shown in the Schedule.
- 3.4 to use reasonable endeavors to assist Client to recover data which has been recorded by the Equipment on storage media and has been corrupted by system failure; this in no way constitutes a guaranty or other consequent liability to Quality Recording Solutions for any failure to recover data.
- 3.5 to use reasonable endeavors to remedy any defect in the Licensed Software which causes it not to conform to the specifications laid down from time to time by the software licensor.
- 3.6 to provide minor version upgrades of the Licensed Software within the same major version number release. Such minor version upgrades include only those software releases, as determined by Quality Recording Solutions, which either remedy deficiencies in the software or improve operating performance of the software without altering its basic functionality or adding new functionality. Such minor version upgrades will be installed by Quality Recording Solutions and included in the cost of this Contract.
- 3.7 to repair or replace at Quality Recording Solution's option any part of the Equipment which has failed during normal use. New or equivalent to new standard parts will be used in making repairs. Quality Recording Solutions will be responsible for the availability of parts needed for repairs only to the extent that such parts are reasonably available on a commercial basis.
- 3.8 to remove any part of the Equipment to Quality Recording Solution's workshop for the purpose of repair if necessary, in the opinion of Quality Recording Solutions.

4 Exclusions

Quality Recording Solutions is not responsible for:

- 4.1 labor, travel costs, or parts necessitated by carelessness, act of Gods, operator error, misuse or accidents as well as services provided outside of the Contract's Premium Coverage Hours, will be charged at Quality Recording Solution's standard service rates in effect at the time.
- 4.2 major version upgrades of the Licensed Software. Example: migrating from version 1.X to 2.X
- 4.3 damage or operating performance problems caused by the Client's relocation of equipment from its original installation site. Quality Recording Solutions, at the request of Client, will move and re-install the Equipment and Licensed Software at another location of the Client for which Client will be charged for such move at Quality Recording Solution's standard service rates in effect at the time (see restriction on geographic relocations in 6.5 below).

5 Condition of Equipment

- 5.1 Except for Equipment and Licensed Software purchased from Quality Recording Solutions within the twelve months preceding the Commencement Date as listed in Schedule 1 or for Equipment and Licenses Software which has been under a continuous maintenance agreement with Quality Recording Solutions, the Client will provide written documentation to demonstrate that all Equipment and Software listed in Schedule 1 has been under a continuous full maintenance agreement by an authorized Quality Recording Solutions service provider for at least one year preceding the Commencement Date. Such written documentation will be provided to Quality Recording Solutions before the Commencement Date of this Agreement. If the Client is unable to provide this written documentation, the Client will be required, as a condition of this Agreement, to have such non-qualifying Equipment and Licensed Software certified by Quality Recording Solutions and brought into current standard working condition. The cost for such certification to the Client will be at Quality Recording Solution's then standard service and material rates. Certification of the Equipment and Licensed Software must be completed prior to the commencement of the Contract Period.

6 Client's Obligations

Client agrees:

- 6.1 to pay the Maintenance Agreement Price as listed on Schedule 1 (plus sales tax as applicable) on the later of the Commencement Date of this Agreement or 15 days from the date of Quality Recording Solution's invoice to the Client to be invoiced and paid as services and equipment requested by the Client are performed or provided to the Client's satisfaction.
- 6.2 to operate the Equipment and the Licensed Software in accordance with the operating instructions provided in the manual.

Maintenance Services Agreement with Quality Recording Solutions, LLC

- 6.3 to allow Quality Recording Solution's personnel or its authorized third-party representative access to the Equipment and proper facilities to enable Quality Recording Solutions to carry out its obligations.
- 6.4 not to alter, change, replace, or add anything in or about the Equipment or the Licensed Software or allow anyone (except Quality Recording Solutions or its authorized third-party representative) to do so.
- 6.5 not to move the Equipment or the Licensed Software without giving Quality Recording Solutions at least 7 days advance notice in writing of the address to which it will be relocated which address must be within 50 miles of the original location specified in Schedule 1 (see Quality Recording Solutions waiver of responsibility for moves not performed by Quality Recording Solutions in 4.3 above).
- 6.6 to provide internet access (or telephone line with dial up modem) at the Client's expense to enable remote diagnostics to be performed on the Equipment and/or Licensed Software by Quality Recording Solutions.

7 **Termination**

- 7.1 Quality Recording Solutions may terminate this Contract in the event of a breach of contract by the Client after providing 30 days' notice and giving the Client a reasonable opportunity no less than 30 days to cure the alleged breach.
- 7.2 Client may terminate this Contract for Client's convenience with 30 days 'notice.
- 7.3 Upon termination of contact, QRS will refund the Client any unused portion of annual payment or payment for any services not yet completed or performed.
- 7.4 TERMINATION IN REGARDS TO F.S. 287.135: QUALITY RECORDING SOLUTION certifies that it and those related entities of QUALITY RECORDING SOLUTION as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. CLIENT may terminate this Contract if QUALITY RECORDING SOLUTION, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes. In addition, if this agreement is for goods or services of one million dollars or more, QUALITY RECORDING SOLUTION certifies that it and those related entities of QUALITY RECORDING SOLUTION as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. CLIENT may terminate this Contract if QUALITY RECORDING SOLUTION is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes.

8 **Entire Agreement**

- 8.1 This Contract and the exhibits hereto constitute the entire subject matter of this Contract and supersedes any prior understanding or agreement between the parties.

9 **Assignment**

- 9.1 This Contract may not be assigned without the prior written consent of the parties hereto.

12. **Severability**

- 12.1 In the event that any provision of this Contract shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

13 **Amendment**

- 13.1 This Contract may be amended only in writing executed by the parties hereto.

Maintenance Services Agreement with Quality Recording Solutions, LLC

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement effective as of the date first above written.

QUALITY RECORDING SOLUTIONS, LLC

Dated: 3/6/2025

INDIAN RIVER COUNTY, FLORIDA

By: _____

Joseph E. Flescher, Chairman

Signed:

Name: Alex Spencer

Title: President

By: _____

John A. Titkanich, Jr., County Administrator

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

By: _____

Jennifer W. Shuler, County Attorney

Ryan L. Butler, Clerk of Court and Comptroller

Attest: _____

Deputy Clerk

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SCHEDULE 1

MAINTENANCE SERVICES ORDER CONFIRMATION

This Order Confirmation is made pursuant to an agreement between QUALITY RECORDING SOLUTIONS, LLC and Indian River County; Document Reference MSA-1:

Client: Indian River County

The Equipment: Model: NexLog740DX

Serial Numbers: EOC – 12121713339884363213
VB - 11720807589552073715
SO - 11711685550369210397
Seb - 05404323631463134300
TWR - 00297556076642818249

Licensed Software Version: 2024

Location of Equipment: 4225 43rd Ave
Vero Beach, FL. 32967

Contact Name: Karen Rackard
Phone: (772) 226-3943
Fax:

Maintenance Service: **Standard** / Premium (circle or underline appropriate level of service)

*Maintenance Service
Level Options:*

Service Level Options	Coverage Hours	Response Time	On-Site Support
Standard	8:00am- 6:00pm (Client local time) Monday to Friday inclusive but excluding Public Holidays	30 Minutes	4 Hours
Premium	24 hours a day, 7 days a week	30 Minutes	3 Hours

The following definitions apply to the levels of maintenance service listed above:

"Response Time" means the period elapsed during the Coverage Hours from the time of telephone receipt at the Quality Recording Solutions Helpdesk of Client's report of a potential problem and Quality Recording Solution's subsequent contact with Client by telephone or other media by a service engineer.

"On Site Support" means the period elapsed during the Coverage Hours from the time of agreement by the Quality Recording Solutions Helpdesk and the Client that on site remedial action is required to resolve a report of a potential problem and the arrival at the Location of Equipment address by a service engineer.

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SCHEDULE 1 (continued)

MAINTENANCE SERVICES ORDER CONFIRMATION

Schedule of Charges for services not included in the agreement:

Labor	Monday through Friday 8am to 5pm Saturday; Monday through Friday other than 8am to 5pm Sunday and all holidays	\$125.00 per hour – with a 2 Hour Minimum \$250.00 per hour – with a 2 Hour Minimum \$300.000 per hour – with a 2 Hour Minimum
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At current list price - quotations on request

Contract Period: Beginning 3/1/2025 Ending: 2/28/30

Annual Renewal: Beginning: 3/1/2025 Ending: 2/28/26

Annual Maintenance Agreement Price: \$27,350.00

This Maintenance Agreement Pricing is subject to increase upon any renewal that may be accepted by Quality Recording Solutions. If there are hardware or software changes made to the recorder, the service pricing is subject to change the following year upon renewal.

Equipment Certification Required: Yes No

Equipment Certification Billed to Client: Inv. No. N/A

Quality Recording Solutions Contact: Alex Spencer

Client Contact: Karen Rackard

Client Resources (see Sec. 2.3 “General” of the Agreement):

Network Connection with Internet access for all recording servers to provide for monitoring and remote support