



MAINTENANCE AGREEMENT



Burnet County Texas
220 S. Pierce Street
Burnet, TX 78611

1. This Maintenance Agreement, hereinafter, referred to as the "Agreement" is between Affiliated Communications, Inc. (hereinafter "ACI") and Burnet County (hereinafter "Buyer").

2. TERM

ACI shall provide service (parts and labor) on the equipment (Appendix A) beginning on October 1, 2018 and continuing through September 30, 2019, (the "Term").

3. EQUIPMENT AND CONTRACT DESCRIPTION

Annual Price	\$13,500.00
Service Times	24X7
Equipment Covered	See Annex
PASS Basic	Yes
IPOSS	Yes
Monitoring	No
Onsite Technician	No

4. **AGREEMENT**

It is agreed to and understood that this Agreement constitutes the entire Agreement between the parties, and supersedes and replaces all other prior understanding or agreements relating to equipment and services covered by this Agreement. This Agreement may not be changed, modified or varied except by the specific written and signed approval by authorized representatives of both parties. It is understood and agreed by and between the parties hereto, that if there is any conflict between this Agreement and client's purchase order, or any other document, this Agreement will govern.

5. **SERVICE SCHEDULE**

- A. Standard Service for Buyer is Monday through Friday, 8:00AM– 5:00PM, shall be dispatched within eight (8) hour of call-in time.
- B. Emergency Service is defined at 25% of the "Buyer's" system out-of-service, first trunks of the "Buyer's" main line out-of-service, a console out-of-service, or any particulars needed covered in Appendix A and will be dispatched within 2 hours of call-in time, 7 days by 24 hours.

6. **EXCLUSIONS**

This Agreement does not include equipment lost, stolen, or damaged due to negligence, tampering, misuse, accident, or resulting from electrical storms, lightning due to violent weather, power outages or failure to maintain proper equipment environment nor the labor associated with the repair or replacement of these parts. Exclusions are also covered in Appendix A.

7. **INCLUSIONS**

Avaya Support (PASS Basic and IPOSS) to be renewed for each system at time of renewal. Cost for purchasing Avaya support is included in this contract.

8. **MANUFACTURER SUPPORT**

Effective July 1, 2010, All Non End-of-Life (EOL) AVAYA voice systems and applications will require an Avaya support agreement (PASS/Support Advantage) in order to access 2nd level manufacturer support. PASS Basic/PASS Plus can be purchased through Affiliated for all software that has not reach End of Life status. For all EOL releases, limited support from the manufacturer is available on a

Time & Material basis. Affiliated will continue to support EOL releases for equipment at our normal contracted response times.

9. LIMITATIONS OF LIABILITY

ACI will not be liable for any injury, damage, or claim to persons and properties that may arise through the operation or maintenance of the system or failures thereof. In no event will ACI be liable for any indirect, incidental, or consequential damages, including but not limited to loss of business, loss of use, and loss of profits. ACI shall not be liable for failure to perform due strikes, lock-out, civil disturbances, or Acts of God beyond "ATI's" control.

10. TERMINATION

In the event of a breach or failure to perform obligation under the contract, written notice shall be provided and the party responsible for the failure shall be given 30 days to cure the default. Failure to cure would provide the other party the right to terminate. In any case either party has the right to terminate with 30 days advance notification.

11. AUTHORIZED REPRESENTATIVES

CUSTOMER CONTACT A

TITLE

CUSTOMER CONTACT B

TITLE

CUSTOMER CONTACT C

TITLE

ATI will receive and dispatch from the following Buyer's representatives to verify ATI has been requested by an acceptable Buyer's contact.

12. CUSTOMER SERVICE REPRESENTATIVE

To request Service, 24 hours per day, 7 days a week, call the local Affiliated Customer Service Hotline.

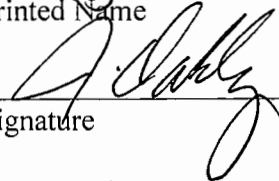
Austin/San Antonio (512) 977-8787

SIGNING SECTION

On this day, 10/30/18, we The "Buyer" want the Vendor "(ACI)"
to provide Telecommunication Service to our company.

Judge James Oakley
Printed Name

Burnet County Judge
Title


Signature

10/30/2018
Date

Agreed to by ACI Representative.

Printed Name

Title

Signature

Date

Appendix A

INITIAL TERM: 10/1/2018 through 9/30/2019

Company Name: Burnet County Texas
Address: 220 S. Pierce Street
City, State, Zip: Burnet, TX 78611
Service Contact: Connie Morris
Contact Number: 512-715-5286

BILLING INFORMATION (if different)

Company Name: Burnet County Auditor
Address: 133 E Jackson Street
City, State, Zip: Burnet, TX 78611
Billing Contact:
Contact Number: 512-756-5495
Email:
Billing Term: Annual
PO Required: Yes

Service Locations

BCM 450 – Courthouse
220 S. Pierce
Burnet, TX

BCM 450 – North Annex
1701 E. Polk Street
Burnet, TX

BCM 50 – Square Annex

133 E. Jackson Street
Burnet, TX

BCM 50 – South Annex
810 Steve Hawkins Pkwy
Burnet, TX

BCM 50 – Herman Brown Free Library
100 East Washington Street
Burnet, TX

BCM 50 – Marble Falls Library
101 S Main Street
Marble Falls, TX

Juvenile Probation Building
Burnet Count Historic Jail Building
(phones only – system at Courthouse)

IP Office – Sheriff's Office
1601 E. Polk Street

TIME AND MATERIAL RATES:

\$110.00 per hour plus materials (M-F/8-5)
165.00 per hour plus materials. (After Hours)
One-way mileage charged at one hour labor rate.