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Agenda Item Request Form

BURNET COUNTY COMMISSIONER'S COURT

Meetings – 9:00am – 2nd and 4th Tuesday of Every Month

**NO ITEM WILL BE ON AN AGENDA
WITHOUT PRIOR APPROVAL BY A MEMBER OF COMMISSIONER'S COURT**

All **Contracts** must be approved by County Auditor's
And County Attorney's office prior to being on the Agenda

Agenda items and supporting documents are due to Court Coordinator's Office (Rm. 201) no later than noon on Thursday prior to the meeting date requested.

Ph: 512-715-5276 Fax: 512-715-5217 email: comcrt@burnetcountytexas.org

Presenters are to limit presentation time to no more than 5 minutes.

Today's Date: 9/17/24

Requested by: Karin Smith

AGENDA ITEM(S):

Agenda request for the discussion and approval of the Maintenance Contract with VistaCom.

Meeting Date Requested: 9/24/24

Agenda Item Approved by: _____

County Judge Oakley

Commissioner Pct. 1 Luther

Commissioner Pct. 2 Beierle

Commissioner Pct. 3 Wall

Commissioner Pct. 4 Dockery



VISTA COM and the undersigned Customer hereby agree that VISTA COM shall perform onsite maintenance service for the Customer of the equipment at the location designated, as provided in this Agreement. This Maintenance Contract is issued between Burnet County Sheriffs Office ("Client") and VISTA COM ("Contractor"), effective August 1, 2024 (the "Agreement"). This Maintenance Contract is subject to the terms and conditions contained below in this Agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the Agreement. In the event of any conflict or inconsistency between the terms of this Maintenance Contract and the terms of this Agreement, shall govern and prevail.

1. Maintenance Contract to Perform Services to Burnet County Sheriffs Office

a. Date:

June 5, 2024

b. Maintenance Performed By:

Vista Com
9824 Whithorn Drive
Houston, TX 77095
(800) 708-6423

c. Maintenance Performed For:

Burnet County Sheriffs Office
1601 E. Polk
Burnet, TX 78611
512-756-8080

2. Warranted Equipment

a. Description:

Serial #: 745102919

3. Terms of Agreement

a. Initial Term: This agreement shall be for a term of (12) months beginning on August 1, 2024

b. Maintenance Agreements Only (after 1st year warranty) – Periods after the initial product warranty are serviced through extended maintenance programs. Terms are subject to signed and agreed dates. Maintenance agreements will automatically renew for a like term for up to four (4) additional renewal terms, unless either party hereto notifies the other party hereto otherwise, in writing thirty (30) days prior to the termination of the preceding term. The service fee for each term for warranted equipment, due to the ageing and wear of the various products over time, as well as any additions or changes in above equipment requested by customer, is subject to being increased on a yearly basis.

c. Vista Com will provide component coverage and software support where physically and technically possible as per the manufacturer's guidance. In the event of an issue creating a void in support due to the lack of industry components, Vista Com spares, or obsolete software, Vista Com will notify the customer immediately of the discovery of such issues as they arise. Vista Com at all times will exercise good faith attempt at resolving all issues.

4. Charges for Services

The customer shall be billed annually by VISTA COM as prepaid on or before the date the agreement is in effect, beginning with the date of execution of this agreement. If not tax exempt, the customer shall also pay all state and local sales, use and excise taxes, directly or indirectly levied, based on the fees paid hereunder. The customer agrees to pay VISTA COM any increased fees based on additions or changes in the above equipment requested by the customer. VISTA COM may refuse to render any and all further services if the customer is not current on all payments required under this Agreement. VISTA COM retains the right, at its sole discretion, to perform further work on a CASH basis to be paid in advance of the work performed.

5. Service by VISTA COM

While this agreement is in force and effect, VISTA COM will perform the following services.

- a. 24 hours, 365 days per year, 1-800-Technical support line (typical office hours 8-5, M-F)
- b. All replacement parts and labor



VISTA COM agrees to maintain the above-described Warranted Equipment in good working condition during the term of the agreement. There will be no charge to the customer by VISTA COM for parts, labor, or technical support except as provided in this agreement.

6. Exclusions

The maintenance / service agreement does not extend to any equipment or software that has been:

- Subjected to misuse, neglect, or abuse.
- Repaired, altered, or installed by anyone other than a designee of VISTA COM for the duration of the contract; or
- Request other than email (support@vistacomtx.com), web form, or service line (1-800-708-6423, option 4) are not considered service events.
- Equipment altered by fire, water, war, riot, sabotage, explosion, acts of God or any similar or dissimilar cause beyond VISTA COM's control. Repairs shall be paid for by the customer at VISTA COM's then-prevailing rates for similar service or equipment to be determined on the date which VISTA COM performs the repairs.
- Any adds/moves/or changes to original configuration.

Where service events are excluded from warranty or maintenance due to the reasons above, the customer shall pay the greater of \$225 or the then-prevailing rates for similar service or equipment, minimum \$450 per event.

7. Remote Diagnostics

Customer agrees to provide a method for Vista Com service personnel to access the recording equipment remotely to adhere to stated service level response. Remote connection can be accomplished in one of the following suggested methods:

- VPN Tunnel – customer will allow Vista Com support technicians access to the recording equipment by virtual private network.
- Internet Access – the customer will provide access to the recorder via an Internet connection.
- Supervised, Non-Supervised – at the customer's discretion, the linkage to Vista Com service personnel can be connected at time of need as opposed to full time.

8. Service Level Agreement

Vista Com will respond to service events depending upon service level need.

Service Level 1: A production product is unusable, is causing data loss/corruption, or fails catastrophically in response to internal error or user error (e.g., unable to record or archive on a significant number of channels).

Service Level 2: Important product features do not function in accordance with the documentation (e.g., unable to playback).

Service Level 3: Minor impact to a Product that restricts use of features and functionality of the Product; any how-to/help requests; any Documentation error; non-critical activity log messages.

Response Time:

Maintenance	Service Level	Response
Hours of Coverage	Service Level 1	24/7, 365
	Service Levels 2 & 3	Monday-Friday 8:00 AM to 5:00 PM (Central Time)
Response Time	Service Level 1	1 hour
	Service Level 2	2 business hours
	Service Level 3	4 business hours
Delivery Time for Replacement Parts/Onsite Timeframe	Service Level 1	Next day
	Service Level 2	Next business day
	Service Level 3	3 business days



Non-emergency, on-site service outside of 8:00am-5:00pm CT Monday through Friday, after hours, weekends, or Vista Com observed holidays are outside the scope of this contract for non-emergency services (i.e., training, software upgrades, and client software issues).

Holidays are as defined by Vista Com and encompass typical US business holidays and are subject to change without notice.

Holidays typically observed by Vista Com include:

New Year's Day	President's Day	Independence Day	Thanksgiving (2)
Good Friday	Memorial Day	Labor Day	Christmas (2)

Depending on specific days on which holidays fall, Christmas Eve, New Year's Eve or the day after Christmas and the day after New Year's may be observed. In the execution of this plan Vista Com will use commercially reasonable efforts to provide Customer with telephone and on-site support services for or arrange for the support of the product in accordance with this plan.

9. Jurisdiction and Governing Law

This Agreement, and any exhibits attached hereto, if any, shall be governed by the laws of the State of Texas, where home office is located. This presiding entity shall have exclusive venue in all matters concerning this Agreement.

10. Entire Agreement

This writing, and any exhibits attached hereto, if any, constitutes the entire Agreement between the parties. Any and all other written or oral agreements existing between the parties hereto regarding such transactions are expressly rescinded, withdrawn and canceled, and Customer agrees that it will not and has not relied upon any prior written or verbal representations of any principal, officer, employee, agent or representative of VISTA COM. Customer further warrants and represents the he is relying on his own judgment and Customer has reviewed this entire Agreement in detail and has satisfied itself as to the content of this Agreement.

11. Amendment

Judge

Burnet County Sheriff's Office		VISTA COM	
Signed:	<i>[Signature]</i>	Signed:	<i>Robyn Wolverton</i>
Printed Name:	James Oakley	Printed Name:	Robyn Wolverton
Title:	CS	Title:	Operations Manager
Date:	9/24/25	Date:	6/5/2024

This Agreement may be waived, amended or supplemented only in writing executed jointly by VISTA COM and the Customer. IN WITNESS WHEREOF, the parties hereto have caused this Maintenance Contract to be effective as of the day, month and year first written above.