

Polk County



BYRON LYONS
Chief Deputy

Kenneth Hammack, Sheriff
1733 N. Washington
Livingston, Texas 77351
(936) 327-6810

RACHEL RICHARDS
Adm. Assistant

January 7, 2020

REF: Vista Com Voice Recorder

Please add the Vista Com Voice Recorder annual maintenance agreement fee to the January 14, 2020, Commissioners Court Agenda. The maintenance agreement amount of 5,770.00, was previously approved by the Court for the 2020, Budget.

See the attached Invoice from Vista Com.
Thank you for your assistance.

Sincerely,

A handwritten signature in cursive script that reads "Byron A. Lyons".

Byron A. Lyons, Chief Deputy
Polk County Sheriff's Office



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 pursuant to the Services Master Agreement between Polk County Sheriffs Department ("Client") and VISTA COM ("Contractor"), effective March 1, 2020 (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.

Maintenance Contract

1. Maintenance Contract to Perform Services to Polk County Sheriffs Department

a. Date:	b. Maintenance Performed By:	c. Maintenance Performed For:
January 7, 2020	VISTA COM 9824 Whithorn Drive Houston, TX 77095 (800) 708-6423	Polk County Sheriffs Department 1733 N Washington Ave Livingston, TX 77351 (936) 327-6810

2. Warranted Equipment

a. NexLog 740 base system Serial Number: 740002276, Front Panel: Integrated 7" Color LCD Touch Screen, CyberPower CP Series 850VA/510W UPS, 24-Channel Analog Card, 24 Channel Licenses, Quick Install Kit (23 ft. Connector Cable & Punch, 24-Channel T1/PRI Passive Tap Card, 24 Channel Lic, MediaWorks Plus Licenses, NENA ANI/ALI CAD Spill Integration of SMDR and Upgrade to 2 x 1 TB-Hot Swap h/w-RAID1= 1 TB Storage.

3. Terms of Agreement

a. Initial Term: This agreement shall be for a term of (12) months beginning on the Month March Day 01 Year 2020

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 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 (2) Warranted Equipment, due to aging and wear of the various products over time, shall be increased on a yearly basis.

c. Vista Com will provide component coverage and software support where physically and technically possible as per the manufacturer 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. 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.

Initials: Customer: *AM* VISTA COM: _____

Maintenance Contract

6. Exclusions

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

- a. Subjected to misuse, neglect or abuse;
- b. Repaired, altered or installed by anyone other than a designee of VISTA COM for the duration of the contract; or
- c. Request other than email (support@vistacomtx.com), web form, or service line (1-800-708-6423, option 4) are not considered service events.
- d. 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.
- e. 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 in order to adhere to stated service level response. Remote connection can be accomplished in one of the following suggested methods:

- a. VPN Tunnel – customer will allow Vista Com support technicians access to the recording equipment by virtual private network;
- b. Internet Access – customer will provide access to the recorder via an Internet connection;
- c. 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) |
| Martin Luther King Jr. Day | Memorial Day | Labor Day | Christmas (2) |



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

Bill To:
Polk County Sheriffs Department Attn: Byron Lyons
1733 N Washington Ave Livingston, TX 77351 United States

Date	Invoice
01/07/2020	5803
Account	
Polk County Sheriff's Office	

Terms	Due Date	PO Number	Reference
Net 53	02/29/2020		

Thank you for your business!

Managed Services Details	Quantity	Price	Amount
Agreement Polk Co SO Eventide Agreement			\$5,770.00
Total Managed Services Details:			\$5,770.00
Annual Maintenance for your Solution SN 740002276 Coverage dates 3/1/2020 through 2/28/2021			
Please consider a paperless transaction through our secure payment link at www.vistacomtx.com/checkout with either check or credit card.		Invoice Subtotal:	\$5,770.00
If sending a check please remit to: Vista Com 9824 Whithorn Drive Houston, Texas 77095 www.vistacomtx.com		Sales Tax:	\$0.00
		Invoice Total:	\$5,770.00
		Payments:	\$0.00
		Credits:	\$0.00
		Balance Due:	\$5,770.00

Record, Interact, Optimize



Depending on specific days on which holidays fall Christmas Eve, New Year's Eve or the day after Christmas, 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 shall be governed and construed by the laws of Texas. Each party hereby irrevocably submits to the exclusive subject matter and personal jurisdiction of the state and federal courts of Texas for the purposes of any proceedings arising out of this Agreement. Each party hereby irrevocably submits to exclusive venue in Harris County, Texas or the United States Federal District Courts for Southern District of Texas – Houston Division. Each party hereby irrevocably submits to service of process by Certified Mail, Return Receipt Requested.

10. Entire Agreement

This Agreement constitutes the entire agreement of the parties pertaining to the subject matter hereof and merges all prior negotiations and drafts of the parties with regard to the transaction contemplated herein. 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 and legal consequences of this Agreement. In the event of any conflict between this Agreement and any of the exhibits attached hereto, if any, the terms of this Agreement shall govern.

11. Amendment

Polk County Sheriff's Department		VISTA COM	
Signed:	<i>Sydney Murphy</i>	Signed:	
Printed Name:	Sydney Murphy	Printed Name:	Dayna Bargas
Title:	Polk County Judge	Title:	Operations Manager
Date:	1/14/2020	Date:	1/7/2020

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.

Maintenance Contract