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VistaCOM
9772 Withorn Drive,
Houston, TX 77095
(800) 708-8423

MAINTENANCE CONTRACT

VISTA COM and the undersigned Customer hereby agree that VISTA COM shall perform onsite maintenance service for the Customer on the following equipment at the location designated, as provided in the Agreement.

1. Equipment Location
   a. Company Name: Wise County Sheriff Office
   b. Address: 200 Rook Ramsey Drive
   c. City/State/Zip: Decatur, Texas 76234
   d. Phone Number: (940) 627-5971

2. Warranted Equipment
   a. NexLog 740 base system: 3U rack-mount chassis, Standard set of two mirrored 1TB hard disk drives, RAID-1 appx. 167,000 hours of storage. Intel Core2 Quad CPU, Dual NIC, Dual hot-swap 120/240 VAC power supplies, one DVD-RAM drive, embedded Linux, NexLog base software, Web-based configuration manager, Touch Screen Display, 4 Media Works & 4 Media Agent Licenses, Battery Back up
   b. 16 Licenses to record the EF Johnson Radios (VoIP)
   c. Screen Recording System License w/ 5 PC Licenses to capture text messages
   d. (2) 16 channel analog cards
   e. 24-Channel T1/PRI Passive Tap Card, 24 Channel Licenses

   Serial number: 740001162

3. Terms of Agreement –
   a. Initial Term: This agreement shall be for a term of (12) months beginning on the Month 05 Day 01 Year 2015.

   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. Each term will incur a slight increase due to the aging and wear of the product.

   c. Vista Com will provide component coverage and software support where physically and technically possible as per the manufacturers 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 upon determination for resolution. Vista Com at all times will exercise good faith attempt at resolving all issues. Should a covered system no longer be commercially available during the maintenance coverage term, Vista Com will provide like or better replacement to the customer at no charge until such time the obsolete materials can be repaired.

4. Charges for Services--Please check the following payment method you prefer
   a. ( ) MONTHLY: The Customer shall be billed by VISTA COM on the first of each month a fee of $0 for each month the Agreement is in effect, beginning with the date of execution of the 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

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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 service except on a CASH basis if the Customer is not current on all payments required under this Agreement.

b. (X) ANNUAL:
   - Year 1: $4,656.00
   - Year 2: $4,966.00
   - Year 3: $5,277.00
   - Year 4: $5,587.00
   - Year 5: $5,898.00

5. Service by VISTA COM – While this Agreement is in force and effect, VISTA COM will perform the following services.
   a. 24 Hour 1-800-Technical support line
   b. All replacement parts and labor

   VISTA COM agrees to maintain the above 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 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
   c. 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 prevailing rates for similar service or equipment.

   Where service events are excluded from warranty or maintenance due to the reasons above, the customer may be subjected to a $225 per hour fee for service, 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. Dial-Up Modem – customer will furnish a standard POTS telephone line connected to a Vista Com furnished modem
   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).

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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:

Item	Service Level	
Hours of Coverage	Service Level 1	7 x 24 including holidays
	Service Levels 2 & 3	Monday-Friday 8:00 AM to 5:00 PM Central)
Phone 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

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, Martin Luther King Jr. Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Day after Thanksgiving
- Christmas Day

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Depending on specific days on which holidays fall Christmas Eve, New Years Eve or the day after Christmas, day after New Years 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

This Agreement shall be governed by the laws of the State of Texas. This presiding entity shall have exclusive venue in all matters concerning this Agreement.

10. Entire Agreement

This writing constitutes the entire Agreement between the parties. This Agreement may be waived, amended or supplemented only in writing executed jointly by VISTA COM and the Customer.

	CUSTOMER		VISTA COM
Signed:		Signed:	Russell Young
Typed Name:	JD Clark	Typed Name:	Russell Young
Title:	County Judge	Title:	President
Date:	3-14-16	Date:	3-9-16

Initials: Customer JDC
Vista Com

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-21775

Date Filed:
03/04/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

DigitalMarkets, Inc. d/ba/ Vista Com
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Wise County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

740001162
Maintenance and Technical Support for Voice Recording System

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Wise County Sheriff's Office	Decatur, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

TANYA A TRAVIS
My Commission Expires
January 29, 2019

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Russell Young
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Russell Young, this the 8th day of March, 20 16, to certify which, witness my hand and seal of office.

Tanya A. Travis	Tanya A. Travis	Operations Mgr
Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath

16g

FULLY EXECUTED

March 14, 2016

(Previously Approved-fully signed copies provided to County Clerk)

1. **TRWD Road Interlocal**

Amanda Knox

From: Diana Alexander <diana.alexander@co.wise.tx.us>
Sent: Thursday, March 10, 2016 12:08 PM
To: Amanda Knox
Subject: FW: Wise County - TRWD Interlocal
Attachments: 20160310 Interlocal Agreement - Wise County and TRWD.pdf

Fully executed

-----Original Message-----
From: Ellie Tingey [mailto:Ellie.Tingey@trwd.com]
Sent: Thursday, March 10, 2016 11:39 AM
To: Darrell Beason; Lexi McCalip
Cc: Diana Alexander
Subject: RE: Wise County - TRWD Interlocal

Please see attached.

Ellie Tingey | Executive Assistant
Tarrant Regional Water District
800 East Northside Drive|Administration Office Office 817.720.4438 | Cell
817.437.4124

-----Original Message-----
From: Darrell Beason
Sent: Thursday, March 10, 2016 11:34 AM
To: Ellie Tingey <Ellie.Tingey@trwd.com>
Cc: Diana Alexander <diana.alexander@co.wise.tx.us>
Subject: Wise County - TRWD Interlocal

Ellie,
Please scan the executed document and email to Diana.

Diana,
Thank you for initiating and following up on this process. We look forward to working with you. Please let me know the next steps.

Thank you,
Darrell

Sent from my iPhone

INTERLOCAL AGREEMENT BETWEEN WISE COUNTY, TEXAS
AND TARRANT REGIONAL WATER DISTRICT FOR ROAD REPAIRS AND MAINTENANCE

THE STATE OF TEXAS §
§
COUNTY OF WISE §

WHEREAS, this agreement is made and entered into on the 1st day of October, 2015 by and between Wise County, Texas (COUNTY), through its Commissioners Court and the Tarrant Regional Water District (DISTRICT), under and pursuant to the Interlocal Cooperation Act, Chapter 791 Texas Government Code; and

WHEREAS, DISTRICT and COUNTY represent that each is independently authorized to perform the functions contemplated by this Agreement; and

WHEREAS, the DISTRICT currently has a need for road maintenance, enhancements, repairs and other projects located within its boundaries within Wise County and the DISTRICT is not equipped to render such services; and

WHEREAS, each party has sufficient funds available from current revenues to perform the function contemplated by this Agreement; and

NOW, THEREFORE in consideration of the above recitals, mutual benefits and promises each to the other made herein, the parties named above do hereby agree as follows:

PUBLIC PURPOSE

The purpose of this contract is for the COUNTY to provide assistance with public projects to construct, improve, or repair a public road, or alleyway, all being within the DISTRICT's annexed and/or other type of defined legal boundaries within said Precinct of the County Commissioner that is sponsoring the public project.

PUBLIC PROJECT PROCEDURE

Before any work can start on any and all public projects covered by this agreement the following process must be completed in accordance with Texas Government Code 791.014:

1. After establishing an agreed public project, The Wise County Commissioner must submit the proposed project to the Wise County Auditor. The Wise County Auditor will in turn complete an "Approval of Project Agreement" from the information provided and returned to the Wise County Commissioner from the DISTRICT.

2. The Wise County Commissioner will then present the "Approval of Project Agreement" to the appropriate or designated DISTRICT representative for Project submission to/and for approval from its governing board.

3. If approval is granted by the DISTRICT, the DISTRICT must return the signed Project Agreement for the public project to the Wise County Commissioner. The Wise County Commissioner will then submit the approved Project Agreement to the County Judge to be placed on the Court's Agenda for a recommendation and vote by the Wise County Commissioner's Court.

4. If approved by the COUNTY, then and only then, may work commence on the public project. After completion of the work, "Exhibit A" of the Approval of Project Agreement must be completed and returned to the County Auditor.

5. All repairs will be done in a workmanlike manner as measured by Wise County's usual practice in such projects. The COUNTY shall be in charge of all control procedures, means, coordination and final inspection of the Public Projects contemplated under this agreement.

6. Nothing herein shall alter or change the legal responsibility under existing law for maintenance and repairs from a party, nor will this agreement cause Wise County to incur additional liability other than the liability is would have without this agreement.

CONSIDERATION

Total Charges for this agreement for the services and process mentioned above:

1. COUNTY, at its discretion, may furnish labor and/or equipment up to $15,000 per project each County fiscal year, beginning October 1st and ending September 30th of said years that this agreement is in full force and effect. The funds used on each public project will be furnished from the current year's revenues.

2. Notwithstanding the foregoing, it is understood that each party paying for the performance of the mutual governmental functions, services, goods and materials must make those payments from the current fiscal year revenues available to the paying party.

3. The DISTRICT shall pay the vendors directly for the materials used on the approved public projects.

4. At the end of every fiscal year, the DISTRICT shall submit a copy of any and all vendor invoices from the approved projects to the Wise County Auditor.

NOTICE OF NONAPPROPRIATION

If, for any fiscal year, a party fails to appropriate funds in amounts sufficient to pay or perform its obligations under this Agreement, such party shall endeavor to provide thirty (30) days notice of its intent not to appropriate the necessary funds for its performance of obligations under this Agreement.

TERM AND RENEWAL

The effective date of this agreement shall be from October 1, 2015, or the date that both parties have signed within the 2015-2016 fiscal year, whichever is the later, and this contract shall expire at midnight of September 30, 2016. This agreement shall automatically renew yearly at midnight on October 1st. **The fiscal year of the COUNTY is from October 1 through September 30 of the next calendar year.**

TERMINATION

By Mutual Agreement: This Agreement may be terminated by mutual agreement of the DISTRICT and the COUNTY, as evidenced by a written termination agreement.

For Nonappropriation of funds: As mentioned above, if a party fails to appropriate funds necessary for performance of the obligations under this Agreement, the other party may terminate this Agreement.

By Either party: This agreement may be terminated at any time for convenience or fault upon thirty (30) days written notice to the other party.

DISPUTE RESOLUTION

Dispute Resolution Process. Before commencing formal legal proceedings concerning any dispute arising under or relating to this Agreement, or any breach thereof, the Parties agree to observe the following Dispute Resolution Process.

Notice. A written complaint which contains sufficient detail to clearly identify the problem(s) giving rise to the dispute, and the responding Party shall have a reasonable opportunity to respond.

First Resolution Meeting. After consulting with and obtaining input from the appropriate individuals so as to facilitate a complete discussion and proposed solution, the Parties shall schedule a meeting and designate representatives to attend such meeting to attempt to facilitate an agreed resolution.

Second Resolution Meeting. If the Parties' designated representatives cannot reach an agreed resolution, the following representatives shall meet to discuss the matter: DISTRICT: Jim Oliver; COUNTY: County Commissioner and/or County Judge.

Successful Resolution. If resolution is made, it shall be reduced to a written agreement to be approved by each side's governing body. If approved, the written agreement will become an amendment to the original agreement. However, it will not supersede any term or condition except those dealing with the subject matter of the dispute.

Unsuccessful Resolution. If all above options are completed and the Parties are unable to reach a resolution, either Party may pursue all legal and equitable remedies available to it under Texas law.

GENERAL PROVISIONS

Severability Clause: The Parties intend for the various provisions of this Agreement to be severable so the invalidity, if any, of one or more sections of this Agreement shall not affect the validity of the remaining provisions of the Agreement.

Counterparts: This document may be executed in any number of original signature counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document.

Notices:

Any Notice permitted or required to be given to the COUNTY or DISTRICT hereunder must be in writing and may be given by Certified United States Mail, Return Receipt Requested, postage prepaid, addressed to:

To COUNTY:

County Judge
P.O. Box 393
Decatur, Texas 76234

To DISTRICT:

TRWD Administration
800 East Northside Drive
Fort Worth, TX 76102

Any notice permitted or required to be given hereunder shall be deemed to have been given upon deposit of the notice in the United States Mail as aforesaid.

Authority to Contract: Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

Governing Law/Venue: This Agreement shall be interpreted in accordance with the laws of the State of Texas and Wise County is the proper venue for any action regarding this contract.

Limitation of Liability: **By entering into this agreement, neither party waives sovereign immunity defenses or any other limitation of liability. No provision of this agreement is intended to modify or waive any provision of the Texas Tort Claims Act as amended. The District agrees to accept full responsibility for the acts, negligence and/or omissions of all District employees, agents, subcontractors and/or contract laborers and for all persons doing work under a contract or agreement with the District. The County agrees to accept full responsibility for the acts, negligence and/or omissions of all County employees, agents, subcontractors and/or contract laborers and for all persons doing work under a contract or agreement with Wise County.**

Entire Agreement: This Agreement represents the entire agreement of the parties and supersedes any verbal or written representations of, to or by the parties to each other.

Amendment: If the Parties desire to modify this Agreement during or after the initial term, any modifications may be either incorporated herein by a written amendment or set forth in an entirely new written agreement. Any modifications must be properly approved and signed by authorized representatives of the Parties.

DATED to be effective this the 11 day of November, 2015

WISE COUNTY

BY: _____

Wise County Judge

Date: 11/9/15

DISTRICT

BY: _____

Title: General Manager

Date: 03/10/2016

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RENEWALS

March 14, 2016

(NO ATTACHMENTS-ORIGINAL DOCUMENTS CAN BE FOUND ONLINE)

1. **Lexisnexis Accurint- JP3**
2. **Dustin-County Judge, Sheriff(Jail), District Attorney, District Court(main copier), District Court**
3. **TAC-Property Insurance**