

911 SYSTEM MAINTENANCE SERVICE CONTRACT

Elite Premier Purchase, Installation and Maintenance Service

This Agreement is entered into between Indian River County, 4225 43rd Avenue, Vero Beach, FL 32967 a political subdivision of the State of Florida, (hereinafter called "County") and Kraus Associates Inc., d/b/a AK Associates, 326 Porta Rosa Circle, St Augustine, FL 32092 (hereinafter called "Contractor"). It is agreed between "County" and "Contractor" as follows:

AK ELITE PREMIER INSTALLATION AND MAINTENANCE SERVICE

Contractor agrees to provide, and the County agrees to purchase and accept, in accordance with the terms and conditions set forth below, Contractor's Elite Premier Installation and Maintenance Service for the Hardware and Software sold by the Contractor and licensed to the County. ****Please note that this agreement is for maintenance and installations services performed by Kraus Associates, Inc., Any required cost for hardware, software or manufacturer's labor is the responsibility of customer.****

COSTS: AK Elite Premier Maintenance

AK Elite Premier Service (labor only) –

Two (2) days per week with minimum six (6) hours per day for preventive maintenance and scheduled subsequent installations for equipment adds, moves and changes.

AK Elite Premier Maintenance

- 12/1/24-11/30/25 \$ 95,700
- 12/1/25-11/30/26 \$ 95,700
- 12/1/26-11/30/27 \$ 97,600
- 12/1/27-11/30/28 \$ 97,600
- 12/1/28-11/30/29 \$ 99,560

Note: The Contractor agrees to provide the County with a quote for Solacom Support for subsequent years on a yearly basis.

AK ELITE PREMIER MAINTENANCE SERVICE:

AK Associates Elite Premier Maintenance service includes the following:

AK Elite Premier Maintenance

- Provide 1st-tier labor support at the Indian River County 9-1-1 PSAPs. Maintenance (labor only) will be performed by the Contractor for all work performed on the 911 System and all associated components purchased and installed by the Contractor.

- Retraining may be done at various times at no additional cost upon request of the County throughout the life of the contract. The County is responsible for all training materials supplied by the equipment manufacturer after the initial training.
- Testing, identification and referral of wireless, wireline and VoIP 9-1-1 troubles to the proper telephone service provider(s) and/or other vendors associated with 9-1-1 service.
- Response time for major outages is within two hours during the normal business day and four hours on evenings, weekends and holidays. Remote diagnostics will be done immediately upon receipt of service problem.
- Labor to install all minor non-scheduled upgrades to equipment installed by Contractor
- Includes labor and onsite support for any additional 911 equipment sold by Contractor, including but not limited to Logging Recording, mapping, etc.
- Labor to install yearly scheduled upgrades. The County and/or manufacturer are responsible for all hardware, software, associated miscellaneous materials and upgrade costs from Manufacturer (if any).
- Includes daily remote preventive maintenance (PM). Remote daily PM is conducted Monday -Friday, excluding holidays. If a problem is discovered during remote maintenance it will be resolved either remotely or by a site visit. The circuit used for Remote diagnostics is the responsibility of the County.
- Weekly on-site preventive maintenance for the 9-1-1 equipment and 9-1-1 network.
- Project Management (professional services) for system implementation support for wireless phase II, VoIP, On-Star and Next Gen 911.
- Labor to install, relocate, or remove any existing equipment sold by the Contractor, including system upgrades, training, system reconfigurations, selective router programming, direct trunking and integration support. **Any cost for hardware, software or manufacturer's labor is the responsibility of customer.**
- Consulting Services on all equipment provided by AK Associates.

Note: All hardware, software and associated miscellaneous materials not covered under warranty or manufacturer's maintenance are the responsibility of the County and/or the equipment manufacturer. The Contractor is not responsible for hardware or software, only the labor to maintain or install the hardware and software.

On-site Technical Service Support – Two days per week on-site preventive maintenance service provided by trained AK technicians to be scheduled weekly Monday through Friday except for approved County or State Holidays.

PSAP Service Locations –

Indian River County Sheriff's Office Primary PSAP located at IRC SO 4055 41st Street, Vero Beach, FL 32967

Vero Beach Police Department Primary PSAP located at VBPD 1055 20th Street, Vero Beach, FL 32960

Sebastian Police Department Primary PSAP located at SBPD 1201 Main Street, Sebastian, FL 32958

Indian River County Emergency Services Backup PSAP located at IRCEOC 4255 43rd Avenue, Vero Beach, FL 32967

Remote Technical Service Support – 24 hour service performed by a trained technician for all out of hours service problems. Response for major outages shall be within a maximum two hour time frame. Non-service affecting problems will be scheduled with the onsite technician. AK Associates shall provide the “County” with a current escalation list, including an 800 number for all service requests.

TERM OF MAINTENANCE AGREEMENT. This Agreement shall commence on December 1, 2024 and terminate five (5) years thereafter (the “Initial Term”), unless earlier terminated in accordance with the provisions of this Agreement. This Agreement shall be automatically renewed and continue in force on a year-to-year basis (“Extended Term”) until terminated by either party upon a ninety days (90) days written notice to the other party prior to the expiration of the Initial Term or any subsequent Extended Term.

RENEWAL OF MAINTENANCE CONTRACT: The agreement will be automatically renewed unless the “County” notifies the “Contractor” within 90 days of expiration. The annual rate shall not increase more than 3% per year for additional years or a new fixed rate may be established between the “County and the “Contractor”.

CONFIDENTIALITY. Contractor shall not disclose any confidential information concerning County or its affairs, unless required by law, or with the consent of County. Contractor understands that County is a governmental entity and as such is prohibited by New York and Florida laws from keeping the terms of this Agreement confidential should there be a request for said information. If required to disclose any such information, Contractor or County, as appropriate, shall give the other notice as soon as possible.

FORCE MAJEURE

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party for goods or services that have been provided or performed), when and to the extent such failure or delay is caused by or results from the following force majeure events (each a “**Force Majeure Event**”): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in

effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages, slowdowns, or other industrial disturbances; (i) shortage of adequate power or transportation facilities; (j) pandemic, epidemic, or other public health emergency, including any circumstances arising from any actions or restrictions taken or prohibited at the advice or direction of public health officials as a response to or to prevent the reoccurrence of such events; and (k) other similar events or unforeseeable events beyond the reasonable control of the party impacted by the Force Majeure Event (the “**Impacted Party**”).

INSURANCE: The Vendor shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Vendor shall provide the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. The County shall be named as an additional insured on General and Automobile Liability, Professional Liability policies. General Liability and Workers’ Compensation policies shall contain a waiver of subrogation in favor of Indian River County. The commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the “A” category and size category of VIII. The Vendor’s self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the County. In the event of any failure by the Vendor to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Vendor suspend Vendor’s performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Vendor’s expense, provided that the County shall have no obligation to do so and if the County shall do so, the Vendor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

Comprehensive Automobile Liability Insurance. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations:

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

Workers Compensation. The Vendor shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

Professional Liability. \$2,000,000.00 errors and omissions in providing professional technology services.

TERMINATION. The County shall have the right to terminate the agreement prior to the expiration date set forth in this contract as long as, the County provides ninety (90) days written notification of termination by registered mail in the event the Contractor fails to perform or observe any covenant or obligation set forth in this Agreement regarding the maintenance of the Hardware and Software and the County has given Contractor 90 days prior written notice and Contractor has failed to cure within said time or the failure is one which cannot be cured within that time and the Contractor has failed to take reasonable steps toward said cure within ninety (90) days of notice from the County.

The County may also terminate this Agreement in the event that it does not receive funding for 911 maintenance from the FL State Grant program and it is unable to pay for it out of its own funds. The County must notify Contractor in writing that such instance has occurred. The County will be financially responsible for services rendered up to the point of cancellation.

Contractor certifies that it and those related entities of Contractor 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. County may terminate this Contract if Contractor, 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.

PAYMENT. The Contractor shall provide the County with an invoice per quarter for AK Elite Premier Maintenance Service and Manufacturer's extended warranty. The County shall pay the Contractor in accordance with the provisions of the Local Government Prompt Payment Act, Florida Statutes section 218.70 et., which require payment within 30 days of receipt of a valid invoice.

FLORIDA REQUIRED PROVISIONS. Contractor 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. Contractor 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.

Contractor will comply with all the requirements as imposed by the Americans with Disabilities Act of 1990 ("ADA"), the regulations of the Federal government issued thereunder, and the assurance by the Contractor pursuant thereto.

Contractor does not meet any of the criteria in Section 287.138, Florida Statutes, relating to Foreign Entity Ownership, that would exclude it from eligibility to enter an agreement which may give access to an individual's personal identifying information.

Contractor has provided County with an Anti-Human Trafficking Affidavit.

County is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- (1) Keep and maintain public records required by the County to perform the service.
- (2) Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- (4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the County.
ion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

B. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

(772) 226-1424

publicrecords@indianriver.gov

Indian River County Office of the County Attorney

1801 27th Street

Vero Beach, FL 32960

C. Failure of the Contractor to comply with these requirements shall be a material breach of this Agreement.

INDIAN RIVER COUNTY

By: _____
Susan Adams, Chairman

By: _____
John A. Titkanich, Jr., County Administrator

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Chris Hicks, Assistant County Attorney

Ryan L. Butler, Clerk of Court and Comptroller

Attest: _____
Deputy Clerk
(SEAL)

ATTEST:

By: Beth Stankus
(Signature)

Date: 9/26/2024

CORPORATE SEAL:

CONTRACTOR:

Kraus Associates Inc., d/b/a AK Associates

By: Julie Chase
President

Date: 9/26/24