

# COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. The first meeting of every month is at 9:30AM while the second meeting of every month takes place at 5:30PM. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date:		5/2/2025	Meeting Date:	5/15/2025						
Department:		9-1-1 Communications Center	_							
1. Na	ture and pu	rpose of agenda item:								
	of our Mot the annua	ntly, the County 911 Center has a self-renewing contract with AK Associates to provide maintenance & support Motorola VESTA 911 call processing equipment and EVENTIDE logging recorders. This agreement details nual cost for the next 5-years. The previously approved State Spring 2025 911 Reimbursement grant ment covers this contract with no match required.								
2. I	Recommen	ded Motion/Action:								
	Recommend board approval of contract									
'										

## 3. Fiscal impact on current budget.

This item has no effect on the current budget.

# PURCHASE, INSTALLATION AND MAINTENANCE SERVICE CONTRACT

#### Elite Premier Purchase, Installation and Maintenance Service

This Agreement is entered into between Columbia County, FL 263 NW Lake City Avenue Lake City, FL 32055a 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.

# **COSTS: AK Elite Premier Maintenance**

# AK Elite Premier Service (labor only) –

One day per week with minimum four hours per day for preventive maintenance and scheduled subsequent installations for equipment adds, moves and changes.

#### **AK Elite Premier Maintenance**

- **6**/1/25-5/31/26 \$ 31,089.45
- 6/1/26-5/31/27 \$ 31,089.45
- 6/1/27-5/31/28 \$ 31,860.00
- 6/1/28-5/31/29 \$ 31,860.00
- 6/1/29-5/31/30 \$\_32,650.00

Note: The Contractor agrees to provide the County with a quote for Vesta 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 1<sup>st</sup>-tier labor support at the Columbia 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 Contactor, including but not limited to Logging Recording
- 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. 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 installed by the Contractor, including system upgrades, training, system reconfigurations, selective router programming, direct trunking and integration support. ALL LABOR ASSOCIATED WITH THE EQUIPMENT INSTALLED BY CONTRACTOR IS COVERED UNDER THIS AGREEMENT. Any cost for hardware, software or manufacturer's labor is the responsibility of customer.
- Free 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.

# **Second Tier Support Services**

# IIC Support

2/1/25-1/31/26: First Year Included with purchase

#### Motorola Support:

6/1/25-5/31/26: \$90,155.25

\*Please note second tier prices are set by the manufacturer and are subject to change.

<u>On-site Technical Service Support</u> – One day per week on-site preventive maintenance service provided by trained AK technicians to be scheduled weekly Monday through Friday except for approved County (State) Holidays.

<u>Remote Technical Service Support</u> – 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 and for non-service affecting problems a four hours time frame. 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 the day the system is placed into service 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 60 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".

<u>CONFIDENTIALITY</u>. 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").

**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 is 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.

<u>PAYMENT</u>. The Contractor shall provide the County with an invoice per year for AK Elite Premier Maintenance Service and Manufacturer's extended warranty. The County shall pay the Contractor within thirty (30) days of invoice(s).

All expenses are included in the yearly invoice amount, except for materials purchased by the County through the Contractor and/or for pre-approved travel outside the scope of this Agreement.

ATTEST:	(County Name)			
By:	By:			
(Signature)	XX, title			
Date:	Date:			
COUNTY SEAL:				
ATTEST:	CONTRACTOR: Kraus Associates Inc., d/b/a AK Associates			
By:(Signature)	By: President			
Date:	Date:			
CORPORATE SEAL:				



# MEMORANDUM

TO: David Kraus County Manager

FR: Thomas W. Brazil 911 Center Manager / County 911 Coordinator

DATE: May 2, 2025

RE: Agenda item request BOCC to renew our contract with AK Associates for 911

call processing equipment maintenance and support for the BOCC Chair's

signature.

Via this memorandum, I am requesting to place on the May 15, 2025 agenda of the Board of County Commissioners, an agenda item requesting BOCC to renew our contract with AK Associates for 911 call processing equipment maintenance and support for the BOCC Chair's signature. The cost of this contract was previously submitted and approved by both the BOCC and the State Emergency Communications Board and awarded as grant 25-04-06.

Please note that grant 25-04-06, as with all State E-911 Board grants, is a reimbursement grant.

CC: file



Emergency Communications Board 4030 Esplanade Way Tallahassee, FL 32399-0950

April 18, 2025

Columbia County Board of County Commissioners P.O. Box 1529 Lake City, FL 32056-1529

FEID #: 59-6000564

Subject: Spring 2025 Rural County - Reimbursement Grant Program

Dear Columbia County Board of County Commissioners:

The Florida Emergency Communications Board would like to congratulate you on your grant award to improve the 911 system serving your county. Funds awarded from the Spring 2025 cycle of the Rural Grant Program will normally be provided on a cost reimbursement basis. Please note, receipt of this letter initiates the start of the grant term.

Within the next two weeks, you should receive a grant award agreement for each grant awarded to your county. The grant agreement has the details regarding funding rules for the state grant program that apply to your grant award. You must return a signed copy of the grant agreement prior to the authorization to transfer funds from the Florida Department of Management Services to your county. Please try to have the agreement signed and returned within 45 days of receipt.

The following provides details concerning the Spring 2025 grant(s) to Columbia County:

Grant Number	CSFA#	Amount Requested	Amount Approved	<u>Purpose</u>	<b>Date Board Awarded</b>
25-04-06	72.001	\$131,284.88	\$131,284.88		
			\$131,284.88	911 System Maintenance	4/17/2025
Total Grant	Awards:		\$131,284.88		

Recipients of awards of state and/or federal financial assistance are required to comply with the provisions of the Florida Single Audit Act. To assist you, please reference sections 5, 6 and 7 of section 215.97 Florida Statute at the following web site address:

http://www.leg.state.fl.us/STATUTES/index.cfm?App\_mode=Display\_StatuteSearch\_String=URL=0200-0299/0215/Sections/0215.97.html

Spring 2025 Rural County - Reimbursement Grant Program Page Two

The Board thanks you for your interest in 911 and improving public safety in Florida and your commendable efforts towards enhancing your 911 system. It is our hope that your county continues to ensure further public safety advancements in Florida.

Sincerely,

—signed by: Denise Adkins

Denise Adkins, Chairwoman

Florida Emergency Communications Board

DA/KR

cc: Columbia County 911 Coordinator