

CONTRACTUAL SERVICES AGREEMENT BETWEEN ALACHUA COUNTY AND KRAUS ASSOCIATES, INC. D/B/A AK ASSOCIATES

This Agreement is entered into this 14th day of January, 2020 between Alachua County, Florida, a political subdivision and Charter County of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and KRAUS ASSOCIATES, INC. d/b/a as AK ASSOCIATES, with a business address of 326 Porta Rosa Circle, St. Augustine, FL 32902 hereinafter referred to as "Contractor" (collectively hereinafter County and Contractor referred to as "Parties")

WITNESSETH

WHEREAS, the Parties previously entered into the *Agreement between Alachua County and Kraus Associates, Inc. for Purchase, Installation and Maintenance of 911 PSAP System* dated September 28, 2010, (the "2010 Installation Agreement"); and,

WHEREAS, the Parties subsequently entered into the *Amendment and Restatement of Maintenance and Service Contract between Alachua County and Kraus Associates Inc., for Maintenance of 911 PSAP System*, dated September 9, 2014, (the "Maintenance and Service Amendment") through which the parties codified the Maintenance and Services to be conducted by the Contractor on Cassidian Patriot 911 System; and

WHEREAS, pursuant to Request for Proposal (RFP) # 18-802, the parties entered into the *Agreement for Contractual Services Between Alachua County and Kraus Associates, INC 18-802*, dated March 27, 2018, (the "2018 Installation Agreement") for the provision of the installation and implementation of a Solacom Guardian Emergency Telephone System; and

WHEREAS, the Solacom Guardian Emergency Telephone System is not covered in the Maintenance and Service Amendment between the Parties, the County requires the services of a contractor to provide maintenance and service of the system; and

WHEREAS, the County desires to employ the Contractor to provide the required maintenance and service of Solacom Guardian Emergency Telephone System and has determined that pursuant to the Alachua County Purchasing Code, Chapter 22, Purchasing § 22.12 the services are considered a Sole Source and exempt from standard procurement procedures;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. Definitions.

- 1.1. Contract Year – the annual contract term is defined as beginning on 1 October of one year and ending on 30 September of the subsequent year.
- 1.2. Normal Business Day: 8:30 AM to 5:00 PM weekdays, holidays excluded.
- 1.3. Weekend and Holiday Response Times: 5:00 PM Friday (or 5:00 PM of the evening before a Holiday begins until 6:30 AM of the next normal business day.
- 1.4. Minor outage. A minor outage is a manageable situation such as no declaration of an emergency; no mutual aid required; unnecessary to evacuate the facility; small scale telephony interruption with no significant impact on emergency operations. Examples include but are not limited to one 911 trunk out of service; 3 or less of the 12 Call Taking positions out of service for any reason; static or noise on 3 or less of the 12 Call Taking positions.
- 1.5. Critical outage. A critical outage is any situation that significantly distracts the attention of staff and supervisory staff in such a way that their attention cannot remain on public safety operations, but rather on resolving the problem. Examples include but are not limited to 2 or more 911 trunks out of operation for any reason; 4 or more of the 12 Call Taking positions out of service for any reason; static or noise at 4 or more of the 12 Call Taking positions.

2. Term.

- 2.1. This agreement is effective upon execution by both Parties continuing through September 30, 2024 unless earlier terminated as provided herein. The County has the option of renewing this Agreement for additional one (1) year periods at the same terms and conditions outlined herein.
- 2.2. The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Therefore, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, and that the failure of the Board to do so shall not constitute a breach or default of this Supplemental Agreement.

- 3. **Duties of the Contractor.** The Contractor shall have and perform the following duties, obligations, and responsibilities to the County as provided in the Scope of Service at **Exhibit "1."**

- 4. **Representations and Warranties.** By executing this Agreement, the Contractor makes the

following express representations and warranties:

- 4.1. The Contractor is a professional qualified to perform the services described.
- 4.2. The Contractor warrants all the work performed by the Contractor is adequate and sufficient to meet the requirements and accomplish the purposes of the agreement.
- 4.3. The Contractor acknowledges that the County's review of the work performed in no way diminishes the Contractor's warranty pertaining to the work performed.

5. **Method of Payment.** For all services actually, timely and faithfully performed, the Contractor will be paid an annual Not To Exceed Amount (Annual Contract Amount") as follows:

5.1. Annual Contract amount for on-site support three days a week in accordance with the Scope of Service, Exhibit "1"

Year 1	10/1/2019-9/30/2020	\$119,500.00
Year 2	10/1/2020-9/30/2021	\$120,695.00
Year 3	10/1/2021-9/30/2022	\$121,901.95
Year 4	10/1/2022-9/30/2023	\$123,120.97
Year 5	10/1/2023-9/30/2024	\$124,352.18

5.2. Annual Contract amount for on-site support if it is reduced to, two days a week in accordance with the Scope of Service, Exhibit "1"

Year 2	10/1/2020-9/30/2021	\$93,190.00
Year 3	10/1/2021-9/30/2022	\$94,122.00
Year 4	10/1/2022-9/30/2023	\$95,065.00
Year 5	10/1/2023-9/30/2024	\$96,015.00

5.3. All LABOR is included in the yearly cost for all adds, moves, upgrades to existing systems, training, system reconfigurations, selective router programming, direct trunking and integration support (there would not be a labor charge to move your existing PSAP). ALL LABOR ASSOCIATED WITH SAID EQUIPMENT IS COVERED UNDER THIS AGREEMENT WITH ELITE PREMIER MAINTENANCE. Any cost for hardware OR software is the responsibility of Customer

5.4. As a condition precedent for any payment, the Contractor shall submit monthly, an invoice

to the County requesting payment for services properly rendered and expenses due. The Contractor's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if such services were rendered pursuant to a fee and the person(s) rendering such service. The Contractor's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall constitute the Contractor's representation to the County that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all services provided have served a public purpose, that all obligations of the Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to others, including its consultants, incurred in connection with the Project, will be paid in full. The Contractor shall submit invoices to the County at the following address:

Department Director
Alachua County Fire/Rescue Department
ATTN: E911 Coordinator
PO Box 548
Gainesville, FL 32602

5.5. All applications for payment shall be processed and paid in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act"), and shall be remitted to:

AK ASSOCIATES
7 INDEPENDENCE AVE
DERRY, NH, 3038

5.6 Except as otherwise authorized in Section 4.1, the County shall not pay or reimburse the Contractor for any expenses incurred by the Contractor to perform the Work under this Agreement.

6. **Duties of the County.** The County shall provide 24X7X365 access to all facilities associated with 911 services

7. **Supersedes Previous Agreements.** This Agreement shall supersede and wholly replace the Amendment and Restatement of Maintenance and Service Contract between Alachua County and Kraus Associates Inc., for Maintenance of 911 PSAP System, dated September 9, 2014.

8. **Notice.** Except as otherwise provided in this Agreement, all notices to be provided under this Agreement from either party to the other party must be by one of the following methods: (i) in writing and sent by certified mail, return receipt requested, (ii) by personal delivery with receipt, or (iii) via electronic mail. All notices shall be deemed two (2) business days after mailing, unless deliver is by personal deliver in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Contractor's and County's representatives are:

County:

Department Director
Alachua County Fire/Rescue Department
ATTN: E911 Coordinator
PO Box 548
Gainesville, FL 32602

Contractor:

AK ASSOCIATES
7 INDEPENDENCE AVE
DERRY, NH, 3038

A copy of any notice, request or approval to the County must also be sent to:

J.K. "Jess" Irby, Esq.
Clerk of the Court
12 SE 1st Street
Gainesville, FL 32601
ATTN: Finance and Accounting

And

Procurement Division
12 SE 1st Street
Gainesville, Florida 32601
Attn: Contracts

9. Default and Termination.

- 9.1. The failure of the Contractor to comply with any provision of this Agreement will place the Contractor in default. Prior to terminating the Agreement, the County will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Contractor seven (7) days to cure the default. The Chief of Alachua County Fire Rescue Department is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to the Contractor.
- 9.2. The County may also terminate the Agreement without cause by providing written notice to the Contractor (hereinafter, "Termination for Convenience"). The County Manager is authorized to provide written notice of Termination for Convenience on behalf of the County. Upon such notice, Contractor will immediately discontinue all Work affected (unless the notice directs otherwise) and deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. In the event of such Termination for Convenience, Contractor's recovery against County shall be limited to that portion of the Annual Contract Price earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Work not performed.
- 9.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four (24) hours' notice in writing to the Contractor. The County will be the final authority as to the availability of funds. The County will pay the Contractor for all Work completed prior to delivery of notice of termination. In the event of such Termination, Contractor's recovery against County shall be limited to that portion of the Annual Contract Price earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Work not performed.

10. PROJECT RECORDS

10.1. General Provisions:

- 10.1.1. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software,

or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(12), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.

10.1.2. In accordance with §119.0701, Florida Statutes, the Contractor/Professional, *when acting on behalf of the County*, as provided under 119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. 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 unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Contractor/Professional shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

10.1.3. Contractor/Professional shall 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 this Agreement and following completion of this Agreement if the Contractor/Professional does not transfer the records to the County.

10.2. Confidential Information

10.2.1. During the term of this Agreement, the Contractor/Professional may claim that some or all of Contractor/Professional's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Contractor/Professional in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Contractor/Professional shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the information properly identified by the Contractor/Professional as "Confidential Information" or "CI."

10.2.2. The County shall promptly notify the Contractor/Professional in writing of any request received by the County for disclosure of Contractor/Professional's Confidential Information and the Contractor/Professional may assert any exemption from disclosure available under applicable law by seeking a protective order against disclosure from a court of competent jurisdiction. Contractor/Professional shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Contractor/Professional shall investigate, handle, respond to, and defend, using counsel

chosen by the County, at Contractor/Professional's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor/Professional shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Contractor/Professional releases County from claims or damages related to disclosure by County.

10.3. **Project Completion:** Upon completion of the Work, or in the event this Agreement is terminated, the Contractor/Professional, *when acting on behalf of the County* as provided under §119.011(2), Florida Statutes, shall transfer, at no cost, to the County all public records in possession of the Contractor/Professional or keep and maintain public records required by the County to perform the service. If the Contractor/Professional transfers all public records to the County upon completion or termination of the Agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor/Professional keeps and maintains public records upon the completion or termination of the Agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

10.4. **Compliance:** The Contractor/Professional may be subject to penalties under §119.10, Florida Statutes, if the Contractor/Professional fails to provide the public records to the County within a reasonable time.

IF THE AGENCY 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 COUNTY REPRESENTATIVE AT E-MAIL publicrecordsrequest@alachuacounty.us PHONE (352) 384-3132 Address 12 SE 1st Street, Gainesville, FL 32601

11. **Insurance.** The Contractor will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in _____ **Exhibit "3"**. A current Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **Exhibit "3-A"**

12. **Permits.** The Contractor will obtain and pay for all necessary permits, permit application fees, licenses, or any fees required.

13. **Laws & Regulations.** The Contractor will comply with all laws, ordinances, regulations, and building

code requirements applicable to the work required by this Agreement. The Contractor is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Contractor is not familiar with state and local laws, ordinances, code rules and regulations, the Contractor remains liable for any violation and all subsequent damages or fines.

14. INDEMNIFICATION

- 14.1. To the maximum extent permitted by Florida law, the Contractor/Professional shall indemnify and hold harmless the County and its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor/Professional or anyone employed or utilized by the Contractor/Professional in the performance of this Agreement. Contractor/Professional agrees that indemnification of the County shall extend to any and all Work performed by the Contractor/Professional, its subcontractors, employees, agents, servants or assigns.
- 14.2. The Contractor/Professional obligation to indemnify under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.
- 14.3. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor/Professional insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Contractor.
- 14.4. In any and all claims against the County or any of its agents or employees by any employee of the Contractor/Professional, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor/Professional or any Subcontractor under workers' compensation acts, disability benefit acts or employee benefit acts
- 14.5. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.
15. **Assignment of Interest.** The Contractor and County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the Contractor hereby assigns to the County any and all claims for such overcharges as to goods, material or services purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.

16. **Successors and Assigns.** The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.
17. **Independent Contractor.** In the performance of this Agreement, the Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Contractor is solely responsible for the means, method, technique, sequence; and procedure utilized by the Contractor in the full performance of the agreement.
18. **Collusion.** By signing this Agreement, the Contractor declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors, or corporations and that this Agreement is fair and made in good faith without any outside control, collusion, or fraud.
19. **Conflict of Interest.** The Contractor warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.
20. **Third Party Beneficiaries.** This agreement does not create any relationship with, or any rights in favor of, any third party.
21. **Severability.** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect
22. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
23. **Governing Law and Venue.** This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.
24. **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
25. **Amendments.** The parties may amend this Agreement only by mutual written agreement of the parties.
26. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
27. **Construction.** This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.
28. **Counterparts.** This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via fax or email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment

shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the parties to the terms hereof.

29. Entire Agreement. This agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: *Robert Hutchinson*
Robert Hutchinson, Chair

Board of County Commissioners

Date: 1-15-2020

ATTEST

J.K. Irby

J.K. "Jess" Irby, Esq., Clerk

(SEAL)

APPROVED AS TO FORM

[Signature]

Alachua County Attorney's Office

Contractor

WITNESS (By Corporate Officer)

By: *Elaine M Kraus*
Print: Elaine M Kraus
Title: CFO

By: *Thomas A Kraus*
Print: Thomas A Kraus
Title: VP
Date: 12/3/19

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

X *[Signature]* 12.5.2019
Notary Michael A. Lilly



Exhibit 1: Scope of Services

1. The Contractor shall provide the following:

1.1. AK Associates Elite Premier Maintenance. This maintenance services is for the Solacom 9-1-1 System purchased from AK Associate, logging recorder maintenance, and other software systems that may interact or are operationally associated with the 9-1-1 telephone system. Response time for major and minor outages is within (4) hours. All other non-critical maintenance issues will have a next business day response. Telephone diagnostics will be initiated within thirty (30) minutes upon receipt of service problem and if corrective action is needed it will be performed remotely or by an on-site visit. Response time for minor outages will be the next business day, unless the supervisor on duty in the PSAP overrides this decision. In addition this service provides weekly (3 days per week) on-site preventive maintenance program, free Project Management (professional services) for system implementation, support for all new technologies (like wireless phases I and II and VoIP), 9-1-1 equipment and CAD integration, etc. The AK Elite Premier Maintenance includes:

1.1.1. Solacom Guardian 911 emergency telephone system or other similar system and all associated components - provide all 1st-tier labor support at the Alachua County 9-1-1 PSAPs. Maintenance (labor only) will be performed by the Contractor for all work performed on the Solacom Guardian System and all associated components located within Alachua County.

1.1.2. Labor to install scheduled upgrades. The County and/or manufacturer are responsible for all hardware, software, associated miscellaneous materials and upgrade costs (if any).

1.1.3. Provide Engineering- Design of PSAP, Call Routing Database, Direct trunking for VoIP, Landline and Wireless trunking, Design of i3 NENA technology for text messaging.

1.1.4. Technical Support for system implementation for all new technologies including i3 VoIP, text messaging and Mapping API integration. Includes no incurred costs for expansion, move of equipment and upgrades of the existing 9-1-1 system.

1.1.5. 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 telephone line used for Remote diagnostics is the responsibility of the County.

1.1.6. Labor to install, relocate, or remove any new or existing system and additional equipment installed by AK Associates, including system upgrades, training, system reconfigurations, selective router programming, direct trunking and integration support (there would not be a

labor charge to move your existing PSAP equipment). All labor associated with equipment installations, relocations, and removals is covered under this agreement. Any cost for hardware or software not purchased under this Contract will be the responsibility of the County.

1.1.7. Free Consulting Services on all equipment provided by AK Associates.

1.1.8. Maintain accurate records for a period of at two (two) years of all equipment replacements and moves which includes the serial number and County property number, when applicable.

1.1.9. All hardware, software and associated miscellaneous materials not covered under warranty of 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.

1.2. **On-site Technical Service Support.** At the discretion of the county the contractor shall provide on-site technical support three or two days a week, eight hours per day, to provide on-site preventive maintenance service to be scheduled weekly Monday through Friday except for approved County Holidays as follows:

1.2.1. New Years Day

1.2.2. Martin Luther King Jr.'s Birthday (observed in conjunction with the Alachua County School Board)

1.2.3. Memorial Day (the last Monday in May)

1.2.4. Independence Day

1.2.5. Labor Day

1.2.6. Veterans Day

1.2.7. Thanksgiving Day

1.2.8. Friday following Thanksgiving Day

1.2.9. One additional holiday to be designated by the Administrating Official in conjunction with Christmas Day

1.2.10. Christmas Day

1.2.11. Holidays falling on Saturday will be observed on the Friday preceding the holiday and those falling on Sunday will be observed on the Monday following the holiday

1.3. **Remote Technical Service Support.** 24 hour service performed by an AK Associate trained technician for all out of hours service problems. Response shall be within a maximum two hour time frame and for minor problems a four hour time frame. AK Associates shall provide the "County" with a current escalation list, including an 800 number for all service requests

Exhibit 2: Insurance Requirements

**TYPE "A" INSURANCE REQUIREMENTS
"ARTISAN CONTRACTORS / SERVICE CONTACTS"**

The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

BUILDER'S RISK / INSTALLATION FLOATERS (when applicable)

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the

National Flood Insurance Program.

EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I Commercial General Liability and Automobile Liability Coverages

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

II All Coverages

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

SUBCONTRACTORS

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

MAIL, EMAIL or FAX CERTIFICATES

Exhibit 2-A: Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FIA/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Cathleen L'Hommedieu	
	PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: clhommedieu@crossagency.com	
INSURED Kraus Associates, Inc., DBA: AK Associates 7 Independence Ave Derry NH 03038	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Travelers Property Casualty Company of America	25674
	INSURER B: Travelers Indemnity Co	25858
	INSURER C: Allied World Assurance Co.	19489
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: 19-20 All lines w/E&O REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	TYPE OF INSURANCE	ADDL SUBR INRD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ZLP-15T7111A-19-15	01/08/2019	01/08/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA-IL877470-19-15-G	01/06/2019	01/06/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI- \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-3L564319-19-15	01/06/2019	01/06/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/>	N/A			PER STATUTE EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
C	Errors & Omissions 01/17/2002 retro date			0308-7935	01/17/2019	01/17/2020	Limit 3,000,000 Deductible \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Alachua County BoCC is included as additional insured with respects to CGL as required by executed written contract with named insured.

CERTIFICATE HOLDER Alachua County BoCC 12 SE 1st Street Gainesville FL 32601-6826	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Robin Kitter</i>

SOLE SOURCE CERTIFICATION

VENDOR NAME: AK Associates

COMMODITY: (General Description): Maintenance of Solacom Guardian 911 Telephone System

INITIAL ALL ENTRIES BELOW THAT APPLY TO THE PROPOSED PURCHASE. ATTACH ADDITIONAL DATA OR SUPPORT DOCUMENTATION IF NECESSARY (MORE THAN ONE ENTRY WILL APPLY TO MOST SOLE SOURCE PRODUCTS OR SERVICES).

SOLE SOURCE CERTIFICATION:

- 1. PARTS/EQUIPMENT CAN ONLY BE OBTAINED FROM ORIGINAL MANUFACTURER - NOT AVAILABLE THROUGH DISTRIBUTORS. (ITEMS 3,4,5, OR 6 MUST ALSO BE COMPLETED)
- 2. ONLY AUTHORIZED AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER. (ITEMS 3,4,5, OR 6 MUST ALSO BE COMPLETED)
- 3. PROPRIETARY ITEM/SERVICE (EXPLAIN BELOW)
- 4. PARTS/EQUIPMENT NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER (EXPLAIN BELOW)
- 5. THIS IS THE ONLY KNOWN ITEM/SOURCE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (EXPLAIN BELOW)
- 6. PARTS/EQUIPMENT ARE REQUIRED FROM THIS VENDOR TO PROVIDE STANDARDIZATION (EXPLAIN BELOW)
- 7. NONE OF THE ABOVE APPLY. EXPLANATION FOR SOLE SOURCE REQUEST IS DETAILED BELOW:

COMMENTS/EXPLANATIONS: (USE REVERSE SIDE IF NECESSARY)

Per correspondence from Anthony A. Parrott dated 13 Nov 2019, Vice President of Sales, Solacom Technologies Incorporated, AK Associates is the only Solacom distributor that can provide local support in central Florida for the Alachua County Solacom Guardian 911 emergency telephone system.

THE BASIS OF THE FOREGOING, I RECOMMEND THAT COMPETITIVE PROCUREMENT BE WAIVED AND THAT THE SERVICE OR MATERIAL ON THE ATTACHED REQUISITION BE PURCHASED AS A SOLE SOURCE COMMODITY.

SIGNED: *Nancy Shens* DEPT/DIV: FIRE RESCUE
DEPARTMENT DIRECTOR

APPROVED: *Ryan Area* DATE: 1/4/2020
PURCHASING MANAGER

APPROVED: *[Signature]* DATE: 1/6/2020
~~DIRECTOR OF ADMINISTRATIVE SERVICES~~

**PURCHASE OVER \$50,000
APPROVED: *Robert Hunter* DATE: 1/15/2020
CHAIRMAN OF THE BOARD



November 13, 2019

A Keith Godwin, CPM, ENP
Alachua County

Dear Mr. Godwin,

The purpose of this correspondence is to confirm to you that AK Associates is the only Solacom distributor that can provide local support in central Florida for the Alachua County Guardian system.

If you have any questions please feel free to contact me.

Sincerely,

A handwritten signature in black ink that reads "Anthony A. Parrott". The signature is written in a cursive style with a large, prominent "A" at the beginning.

Anthony A. Parrott
Vice President of Sales
937-609-1911
Solacom Technologies Incorporated

1/14 1301C
19-0783

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Agenda Item Name:

Agreement between Alachua County and Arthur Kraus (AK) Associates, INC

Presenter:

Keith Godwin, 911 Coordinator, 352-338-7361

Description:

This agreement with AK Associates, INC provides maintenance of the Combined Communications Center (CCC) 911 telephone system that includes technicians in the CCC three days a week as well as on-call services 24x7x365.

Recommended Action:

Approve the agreement between Alachua County and AK Associates, INC.

Prior Board Motions:

N/A

Fiscal Consideration:

Fiscal Year 20 911 Office budget is \$59,750 which is 50% of the annual operating cost of \$119,500 with 1% annual increases. CCC pays the remaining 50%.

Budget dollars are already allocated and the Purchase Order executed. This request is for the execution of a contract. The budget is in line item 126.54.5471.529.41.00.

The annual contract amounts for the three days a week are as follows:

Year 1	10/1/2019-9/30/2020	\$119,500.00
Year 2	10/1/2020-9/30/2021	\$120,695.00
Year 3	10/1/2021-9/30/2022	\$121,901.95
Year 4	10/1/2022-9/30/2023	\$123,120.97
Year 5	10/1/2023-9/30/2024	\$124,352.18

Background:

AK Associates provides 911 telephone system maintenance three days a week as well as on-call services. AK Associates services initially began in September 2010. Maintenance support includes all thirty-four 911 answering positions in the CCC and ten in the backup 911 center. Additionally, AK technicians act on behalf of the County, under direction of the County 911 Coordinator, when corresponding with service providers such as AT&T on all matters associated with 911 services.

The Board approved three prior agreements with AK Associates with termination dates that have expired. The prior agreements were dated: September 28, 2010, September 9, 2014 and March 27, 2018.