

MAINTENANCE SERVICE CONTRACT

This Agreement is entered into between Marion County, 2710 E. Silver Springs Blvd, Ocala, FL 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.

COSTS: AK Elite Premier Maintenance

AK Elite Premier Service (labor only) –

Two day(s) 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

- 10/1/25-9/30/26 \$ 93,000
- 10/1/26-9/30/27 \$ 93,000
- 10/1/27-9/30/28 \$ 95,000
- 10/1/28-9/30/29 \$ 95,000
- 10/1/29-9/30/30 \$ 97,000

Note: The Contractor agrees to provide the County with a quote for Motorola 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 Marion 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
- 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 preventive maintenance program. 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, for two days per week (excluding State Holidays).
- Free 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

Vesta Software Support

Contractor will provide County a quote for Manufacturers second Tier Support Annually.

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

On-site Technical Service Support – 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.

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 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".

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**").

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.

PAYMENT. Payment will be made in accordance with the Florida Prompt Pay Act, referenced in Appendix A. Marion County Standard Additional Terms and Conditions.

ADDITIONAL TERMS AND CONDITIONS: Contractor and County agree to the Standard Terms and Conditions listed in Appendix A "Marion County Standard Terms and Conditions."

ATTEST:

**Marion County,
a political subdivision of the State of Florida**

By: _____
(Signature)

By: _____
Kathy Bryant, Chairman

Date: _____

Date: _____

COUNTY SEAL:

ATTEST:

CONTRACTOR:

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

By: Beth Stankus
(Signature)

By: Julie Chase
/President Julie Chase

Date: 9/30/25

Date: 7/30/25

CORPORATE SEAL: