

**FIRST AMENDMENT TO PURCHASE, INSTALLATION AND
MAINTENANCE SERVICE CONTRACT**

THIS AMENDMENT made and entered into by and between Columbia County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "County", and Kraus Associates Inc., d/b/a AK Associates hereinafter referred to as the "Contractor", 326 Porta Rosa Circle, St Augustine, FL 32092, as the First Amendment for training, maintenance, extended warranty and support of the E911 System and associated programs and applications.

WHEREAS, the parties entered into the original contract on the 18th day of February, 2010; and

WHEREAS, the equipment installation was completed and the system is operational, and the maintenance and warranty period has begun; and

WHEREAS, Cassidian Communications changed their name to Airbus DS Communications; and

WHEREAS, Airbus DS Communications has changed the name of the "County's" 911 system from Patriot to "Vesta 911"; and

WHEREAS, this amendment provides the "County's" 911 system to be upgraded the most up to date Vesta 911 system to release; and

WHEREAS, this upgrade will provide the platform needed for SMS SIP text to 911 functionality, and

WHEREAS, the original maintenance service contract has expired and the "Contractor" agrees to provide the "County" with AK Elite Premier service for the Airbus DS Communications 911 system at the same rate of \$27,596.00 per year and billed per month at a rate of \$2,299.67 per month until the system upgrade is completed; and

WHEREAS, the original service contract provided a 35% discount off the equipment manufacturer's list price and since the equipment manufacturer does not provide hardware, it is off the shelf hardware and only provides developed software, the discount to the "County" shall be a **35% discount** only off Airbus DS Communications developed software, and

WHEREAS, the "Contractor" agrees to provide the "County" with Airbus DS Communications yearly Extended Software Warranty to the County with no additional markup, and

WHEREAS, once the upgrade is completed, the "County" and "Contractor" agreed to the following payment schedule:

AK Elite Premier Maintenance Renewal

- Year 1 \$27,596.00 *Starts the day the system upgrade it completed*
- Year 2 \$28,010.00 *Starts one year from the system upgrade is completed*
- Year 3 \$28,430.00

- Year 4 \$28,856.00
 - Year 5 \$29,289.00
- ; and

WHEREAS, this agreement shall be automatically renewed following the five year extension unless the "County" notifies the "Contractor" within 60 days of expiration. The annual rate shall not increase more than 2% per year for additional years or a new fixed rate may be established between the "County and the "Contractor"; and

WHEREAS, the AK Elite Premier Maintenance covers the following:

AK Elite Premier Maintenance

- Vesta 911 work stations - provide all first tier labor support at the Columbia County 9-1-1 PSAP. All hardware, software and associated miscellaneous materials are the responsibility of the County and/or the equipment manufacture. The Contractor is not responsible for hardware or software, only the labor to maintain or install the hardware and software.
- Maintenance (labor only) will be performed by the Contractor for work performed on the Airbus DS Communications Vesta 9-1-1 System and associated components located within Columbia County.
- On-site training refresher training classes may be done at various times at no additional costs. The County is responsible for all training materials supplied by Airbus DS Communications after the initial training.
- Response time for major outages is within two hours during the normal business day and four hours on evenings, weekends and holidays. Telephone diagnostics will be done immediately upon receipt of service problem.
- Labor to install all minor non-scheduled upgrades of Airbus DS Communications and any additional equipment installed by AK Associates.
- Labor to install yearly scheduled upgrades of Airbus DS Communications. The County is responsible for all hardware, software, associated miscellaneous materials and upgrade costs from Airbus DS Communications.
- 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.*
- Weekly on-site preventive maintenance for Airbus DS Communications 9-1-1 equipment and the 9-1-1 network.
- Free Project Management (professional services) for system implementation support for wireless phase II, VoIP and On-Star.
- Labor to install, relocate, or remove any new or existing Airbus DS Communications 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). **ALL LABOR ASSOCIATED WITH THE EQUIPMENT INSTALLED BY AK ASSOCIATES IS COVERED UNDER THIS AGREEMENT.** Any cost for hardware or software is the responsibility of customer.
- Fee Consulting Services.

On-site Technical Service Support – One day a week to provide on-site preventive maintenance service to be scheduled weekly Monday through Friday except for approved County (State) Holidays.

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

WHEREAS, the State of Florida E911 Board approved the County's grant request to upgrade the 911 system.

NOW, THEREFORE, IN WITNESS WHEREOF, the effective date of this Amendment shall be the date of its being signed by:

AGREED AND SIGNED THIS 5th DAY OF March, 2015 by AK ASSOCIATES.

KRAUS ASSOCIATES INC., dba AK ASSOCIATES
(CONTRACTOR)

BY: Elaine M. Kraus
Elaine M. Kraus, President

(SEAL)

AGREED AND SIGNED THIS 19th DAY OF Feb., 2015 by COLUMBIA COUNTY, FLORIDA.

COLUMBIA COUNTY, FLORIDA

BY: Russell S. DePratter
Russell S. DePratter, Chairman
Board of County Commissioners

ATTEST: P. DeWitt Cason
P. DeWitt Cason, Clerk of Court