
MEMO

APPROVED
09/20/2021



DATE: September 13, 2021
FROM: Megan L. Blackford
Assistant Procurement Director
TO: Board of County Commissioners
SUBJECT: Agreement – Accurate Controls, Inc.

A handwritten signature in black ink that reads "Megan L. Blackford".

Submitted for your approval and execution is the attached agreement between the Board of County Commissioners on behalf of the Tulsa County Juvenile Bureau and Accurate Controls, Inc. for the bronze plan service agreement including technical assistance and annual service for the security automation systems installed at the Family Center for Juvenile Justice located at 500 W. Archer St., Tulsa, OK for an annual cost of \$14,009.60 as further described in the attached.

This agreement is respectfully submitted for your approval and execution.

MLB

SUBMITTED FOR: The September 20, 2021 BOCC meeting agenda.

CMF# 20212136



ACCURATE CONTROLS, INC.
SECURITY AUTOMATION SYSTEMS

**Tulsa Juvenile Family Justice
Center**

Jeromy Dahlke

Director of Customer Service

 920.748.6603 ext.1

 jdahlke@accuratecontrols.com

 420 E. Oshkosh St, Ripon WI 54971

CMF# 20212136



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SERVICE AGREEMENT

(Security Automation Systems) and effective as of the date last signed below

~~THIS AGREEMENT executed on this the day of , 2021, but agreed to be effective from and after the day of , 2021, by and between Tulsa County Juvenile Bureau Family Justice Center (hereinafter "Client"), and ACCURATE CONTROLS, INC., (hereinafter "ACI"). NOW, THEREFORE, FOR AND IN CONSIDERATION~~ of the mutual promises and agreements contained herein, Client hires ACI and ACI agrees to work for Client under the terms and conditions hereby agreed upon by the parties.

SECTION 1 – Scope of Services

ACI agrees to perform services for the client’s security automation systems, installed by ACI at the Client’s facility located at 500 W. Archer St., Tulsa, OK. ACI agrees to perform the work for the Client on the terms and conditions set forth in this Agreement and as defined under the following Plans. It is recommended that the client provide an internet link for remote access, so we can better support your facility. Schedule A reflects fees for time and material costs. Schedule B will include the following equipment/ systems that are included for support per a service contract. Schedule B will also show equipment that can be eligible for repair/ replacement per a Gold or Silver plan. Schedule C will exclude equipment /systems that ACI does not support per this contract.

BRONZE PLAN:

Provide online, 24/7 telephone technical assistance, and provide one (1) scheduled annual service visit. Annual service visit will include one qualified technician for a limit of two (2) days, 8:00 am until 4:30 pm (lunch break 1/2 hour) to inspect and adjust any equipment scheduled by the Client or deemed necessary by the inspecting technician. This visit will include a routine check of all security control systems installed by ACI. The scheduled service date shall be determined at the beginning of the Agreement.

	Typical Cost	Contract
ANNUAL FEE (for 1-year Agreement):	\$ _____	\$ 14,009.60

Agreement includes eight (8) hours of programming time per plan year without additional cost. If programming time exceeds eight (8) hours per year, additional time required will be billed at the (Schedule A) rate. Any additional visits made by an Accurate Controls’ Service Technician will be provided and billed by hour, travel and per diem as referenced in (Schedule A). In addition, ACI will service door control hardware installed by others on a time and material basis only. See Attached Time and Material (Schedule A).

SECTION 2 – Term of Agreement

Option #1: Subject to annual fiscal-year appropriations, client agrees to hire ACI to perform the services and work as stated in Section 1 of this contract for a period of twelve (12) months from the effective start date of the Agreement.

A Service Agreement may be renewed between Client and ACI thirty (30) days prior to the expiration of subject Agreement. Terms and Conditions of extended Agreement are subject to change and will be presented to the Client in a new Service Agreement offered by ACI at that time. ACI shall also allow annual extensions of an existing Service Agreement. Terms and conditions of the existing Service Agreement will be binding unless agreed changes are specifically outlined on the signed purchase order and properly executed.

SECTION 3 – Payment Terms

3.1. ACI's payment terms shall be as follows:

- a. All payments to ACI shall be made within a 30-day period from date of invoice.
 - b. Agreement billing shall be as follows:
 1. 1 Year Plan: Shall be billed in full 12 equal payments.
Monthly Invoices
- ❖ If the contract does not run concurrently with the fiscal year, it overlaps fiscal years Tulsa County can terminate the contract at the end of the fiscal year without penalty and that any further performance by Tulsa County would be contingent upon, and subject to, sufficient funds being appropriated annually.
 - ❖ Tulsa County has the option to renew at the end of the county's fiscal year end. Please see Addendum to the agreement (attached)

Any additional equipment costs over ACI's maximum coverage levels, any emergency visits and door hardware service work will be invoiced at the time of the service call.

3.2. ACI is entitled to actual attorney's fees, court costs, and all other additional expenses of collection if as allowed by a court of competent jurisdiction ACI has to incur the same to pursue collection for any breach of this contract by Client.

SECTION 4 – Services

- 4.1. In case of emergency, ACI will promptly respond to the Client's call for services and an emergency call-out telephone contact number will be provided and manned 24 hours a day throughout the Agreement. On-site services shall be provided within 24 hours as deemed required by ACI.E
- 4.2. Except in emergency, services will normally be carried out between the hours of 8:00 am to 4:30 pm on weekdays.
- 4.3. Major services will be undertaken during hours as agreed in advance between the Client and ACI.
- 4.4. Routine service visits shall be scheduled between Client and ACI Scheduling Supervisor and are subject to change based on ACI technician availability.

SECTION 5 – Standard of Services

- 5.1. All services to be undertaken by ACI shall be executed by competent and properly trained personnel of ACI to the highest standards and to the reasonable satisfaction of the Client. All services, materials, and components shall conform to relevant manufacturers' and equipment suppliers' specifications, and all materials and spare parts shall be obtained from the original equipment manufacturers or from suppliers approved by them.
- 5.2. Accurate Controls, Inc. will not replace or warrant hardware, which is damaged due to negligence, fire, natural disasters or vandalism. ACI assumes no responsibility for any current, or extended, manufacturer's warranties on products, which existed in the Client's facility when this Agreement was entered in to.
- 5.3. ACI's normal working hours are 8 am to 4:30 pm Central Time with ½ hour lunch break, Monday through Friday. Any service times other than these hours will be considered premium and will invoice at 1.5 times the maintenance agreement rate listed on Schedule A, with the exception of Sundays or National Holidays, which will be invoiced at 2 times the service agreement rate.
- 5.4. The Client acknowledges that no security system can guarantee prevention of loss, and that human error on the part of ACI or the Client is possible. The security system will not work properly if equipment is tampered with, and, or otherwise damaged.

SECTION 6 – Unacceptable Services or Contractor’s Personnel

- 6.1. Any services which are not performed in accordance with the requirements of the Agreement shall, upon request by Client, promptly be corrected free of charge.
- 6.2. Any personnel of ACI who are, in the Client's reasonable opinion, incompetent or in any other way unacceptable shall promptly be replaced by acceptable personnel at no cost to the Client.

SECTION 7 – Reports

- 7.1. ACI shall submit regular reports to the Client detailing services carried out, repairs and adjustments made, condition of equipment, and other information which the Client may from time to time reasonably require.

SECTION 8 – Spare Parts

- 8.1. ACI shall at all times keep a listing of all spare parts sufficient for all service and repair work as may become necessary during the Agreement period. ACI will order parts for next day delivery from its manufacturers, suppliers and distributors. ACI shall notify Client when spare parts become obsolete.
- 8.2. Any parts required to be replaced during scheduled service calls by ACI, shall be called in to ACI by Client no later than seven (7) business days prior to the scheduled service call.

SECTION 9 – Liability of the Contractor

- 9.1. ACI shall be liable for and indemnify the Client against all compensation and/or damages payable for injury or damage to third parties, or to any property, which may arise out of or in consequence of the Agreement. The indemnity shall extend to all costs, charges, and expenses which may be incurred in relation to any claim for compensation or damages.
- 9.2. ACI shall at its own expense arrange and maintain insurance to cover its liability under this Agreement.

SECTION 10 – Independent Contractor

- 10.1. ACI shall, in the performance of all obligations under this Agreement, act in the capacity of an independent Contractor and not as agent for the Client.

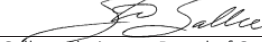
SECTION 11 – Termination

- 11.1. This Agreement may be terminated at any time by the Client giving not less than 30 days’ written notice to ACI, to expire on the last day of the month after a three-month period.
- 11.2. This Agreement may, notwithstanding any other provisions, be terminated by the Client forthwith at any time in the event of ACI's default, breach of contract, bankruptcy, receivership, or liquidation.
- 11.3. This Agreement may also be terminated by ACI at any time in the event of the Client being more than 60 days overdue with payment or in the event of the Client's bankruptcy, receivership or liquidation.
- 11.4. Upon such termination, ACI shall be entitled to receive payment for all outstanding service fees and other compensation due through the date of termination.

SECTION 12 – Assignment & Subletting

- 12.1. ACI shall not assign or sublet this Agreement or any part of it to any third party without the prior written consent of the Client.
 - a. The terms of this Agreement extend to the Client’s successors, assignees, and legal representatives.
 - b. It is understood and agreed between the parties hereto that time is of the essence to this Agreement, and this applies to all terms and conditions contained herein.
 - c. This Agreement has been executed and delivered in the State of Oklahoma and shall be governed and constructed in accordance with the laws of the State of Oklahoma.
 - d. The undersigned client has read completely the terms of this Agreement, understands and agrees to follow terms and obligations as specified herein.

Client

Signed by: 
Printed name and title: Stan Sallee, Chairman, Board of County Commissioners of the County of Tulsa
For and on behalf of: Tulsa County Juvenile Bureau

Approved as to form:
James G. Rea
Digitally signed by James G. Rea
DN: cn=James G. Rea, o=ACI, ou=ACI
Assistant District Attorney

ACI

Signed by: 
Printed name and title: Jeremy Dahlke Director of Customer Service Sales
For and on behalf of: Accurate Controls Inc.

SCHEDULE A

Fees and Expenses for Time and Material

1. Online technical assistance:
 - a. \$191.00 per hour billed in 30-minute increments without an Agreement
 - b. \$125.00 per hour billed in 30-minute increments with an Agreement
2. Telephone technical assistance:
 - a. \$191.00 per hour billed in 30-minute increments without an Agreement
 - b. \$125.00 per hour billed in 30-minute increments with an Agreement
3. Programming assistance:
 - a. \$191.00 per hour billed in 30-minute increments without an Agreement
 - b. \$125.00 per hour billed in 30-minute increments with an Agreement
4. After hours telephone technical assistance (from **4:30 pm** to **8:00 am**)
 - a. \$286.00 per hour billed in 30-minute increments without an Agreement
 - b. \$188.00 per hour billed in 30-minute increments with an Agreement
5. On-site Services:
 - a. \$145.00 per hour per person, including travel time to and from facility without an Agreement
 - b. \$100.00 per hour per person, including travel time to and from facility with an Agreement
6. Additional Training:
 - a. \$149.00 per hour per person, including travel time to and from facility without an Agreement
 - b. \$119.00 per hour per person, including travel time to and from facility with an Agreement
7. Travel per diem expense:
 - a. \$2805.00 per required round trip to Tulsa, OK without an Agreement
 - b. \$2256.00 per required round trip to Tulsa, OK with an Agreement
8. Per Diem expense: \$193.00 per required overnight stay per person

SCHEDULE B

Inclusions: For the purpose of this agreement, the below listed items would be available for repair or replacement in case of failure for the Gold or Silver plan.

1. HMI Interface – control computers and monitors
2. Controls Systems – Schneider Electric PLC components, power supplies, relays, terminal blocks, and fuses
3. Intercom Systems – Headend components, intercoms, paging speakers, and intercom master stations
4. CCTV Systems – Headend components that include switching gear and recording serves, workstations, monitors, and cameras
5. Card Access systems – Control boards, database server, enrollment station, card readers, and scramble keypads

SCHEDULE C

Exclusions: For the purpose of this agreement, the below listed items would be excluded from coverage.

1. Any components with a raceway such as conduit and back boxes
2. Any new or existing wire
3. Any equipment not originally purchased or supplied by Accurate Controls
4. Systems provide by others
5. Software upgrades and license



ACCURATECONTROLS, INC.
SECURITY AUTOMATION SYSTEMS