

CS-13-194

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CONTRACT MANAGEMENT

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CONTRACT APPROVAL FORM

2014 FEB 13 PM 2:22

2014 MAR 25 AM 8:57

(Contract Management Use only)  
CONTRACT TRACKING NO.  
CM2107

CONTRACTOR INFORMATION

Name: Synovia Solutions

Address: 9330 Priority Way West Dr, Indianapolis IN 46240

Contractor's Administrator Name: Pete Nemeth City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Tel#: 317-208-1700 Fax: 317-208-2202 Email: pnemeth@synoviasolutions.com

CONTRACT INFORMATION

Contract Name: Synovia Solutions Contract Value: \$3354<sup>00</sup> Contract Total units \$670.80 for 5 years

Brief Description: GPS systems in vehicles - billed by Verizon @ \$22 per vehicle per month  
Contract Dates: From: 5/1/14 to 4/30/19 Status:  New  Renew  Amend#  WA/Task Order

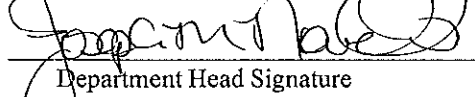
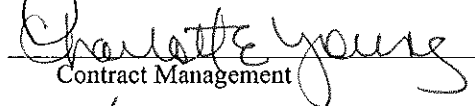
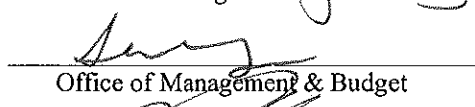
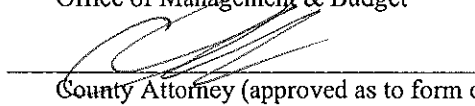
How Procured:  Sole Source  Single Source  ITB  RFP  RFQ  Coop.  Other  
*other quoted prices attached (under seal) verbal*

If Processing an Amendment:

Contract #: \_\_\_\_\_ Increase Amount of Existing Contract: \_\_\_\_\_ No Increase \_\_\_\_\_

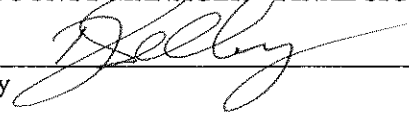
New Contract Dates: \_\_\_\_\_ to \_\_\_\_\_ TOTAL OR AMENDMENT AMOUNT: \_\_\_\_\_

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- |    |   |                |                                  |                                    |
|----|---|----------------|----------------------------------|------------------------------------|
| 1. |  | <u>2/5/14</u>  | <u>04621502-5440006</u>          | <u>Annual \$670.80 for 5 units</u> |
|    | Department Head Signature   | Date           | Funding Source/Acct #            |                                    |
| 2. |  | <u>5-28-14</u> | <u>04621502-541000</u>           | <u>\$7.70</u>                      |
|    | Contract Management   | Date           |                                  |                                    |
| 3. |  | <u>5-29-14</u> | <u>Synovia \$134.16 per unit</u> | <u>5 units</u>                     |
|    | Office of Management & Budget   | Date           |                                  |                                    |
| 4. |  | <u>5-7-14</u>  | <u>\$670.80 Annual</u>           |                                    |
|    | County Attorney (approved as to form only)  | Date           |                                  |                                    |

Comments: \_\_\_\_\_

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

 5/29/14  
Ted Selby Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
- Copy: Department
- Office of Management & Budget
- Contract Management
- Clerk Finance

RECEIVED  
COUNTY MANAGER'S OFFICE  
14 MAY 28 AM 10:00



**SYNSURANCE AGREEMENT TERMS AND CONDITIONS**

1. **TERM.** Term(s) means the automatic renewal periods of this Agreement, each having duration of one (1) year coterminous with Customer's fiscal year except the last of such automatic renewal periods, which shall end on the anniversary of the Commencement Date. The due date of the first software and maintenance payment is the date upon which the Equipment is delivered to Customer, or any later date designated by Provider. If this Agreement is terminated for non-appropriation, Customer will provide written notice and proof of non-appropriation (in the form of budget submission and rejection and/or minutes of meeting of governing body that non-appropriates funds to pay the periodic payments for the next fiscal year) to Provider not less than thirty (30) days prior to the end of the Original Term or Renewal Term then in effect of Customer's intention to terminate this Agreement. **(NOTE: THE ONLY EARLY TERMINATION PERMITTED BY THIS AGREEMENT IS TERMINATION FOR NON-APPROPRIATION AS SPECIFIED HEREIN.**
2. **DELIVERY AND ACCEPTANCE.** Installation arrangements and costs are the sole responsibility of Customer. Upon delivery of the Hardware and Software to the location set forth above, Customer shall inspect the Hardware and Software and if found acceptable shall accept the Hardware and Software on the date it is ready for use. **THIS AGREEMENT SHALL BE NON-CANCELABLE FOR THE FULL TERM, SUBJECT TO TERMINATION FOR NON-APPROPRIATION AS SPECIFIED HEREIN.**
3. **LOCATION, INSPECTION.** Customer shall not move the Equipment from designated vehicles noted in this Agreement without the prior written consent of Provider, which consent shall not be unreasonably withheld.
4. **PERFORMANCE.** Performance issues and/or malfunctions under the Synsurance Agreement shall be the responsibility of the Provider per the Synsurance guarantee.
5. **LOSS OR DAMAGE.** Customer hereby assumes and shall bear the entire risk of loss or destruction of or damage to the Hardware from any and every cause whatsoever, whether or not insured. Customer shall promptly notify Provider in writing of such fact.
6. **ASSIGNMENTS.** Customer shall not sublet or lend the Equipment or otherwise assign, transfer, pledge or hypothecate this Agreement, that would adversely affect the software performance or any interest in this Agreement or in and to the Equipment, or permit any lien, charge or encumbrance thereon.
7. **RIGHTS TO DATA.** Synovia Solutions retains the rights to anonymous summary data analysis and to share analysis with 3rd parties. Synovia will not identify the data source as being from the Customer nor portray the data in such a manner as to identify the Customer. Customer agrees that Synovia shall own all compilations or analysis of the data created by or for Synovia.
8. **ENTIRE AGREEMENT, NON-WAIVER, AND SEVERABILITY.** This Agreement contains the entire agreement and understanding between Customer and Provider relating to the subject matter hereof. No agreements or understandings shall be binding on the parties hereto unless set forth in writing and signed by the parties.

## *Addendum to Subscription Agreement To State or Municipal Entities*

This addendum (the "Addendum") is incorporated into and a part of certain Subscription Agreement by and between Synovia Solutions, LLC ("Synovia," "we," "us") and Nassau County Board of County Commissioners, a state or municipal governmental entity ("Customer," "you," "your") executed by the Customer on May 29, 2014, under which the Customer will rent GPS hardware, software and services from the Synovia. This Addendum and the Subscription Agreement together are one contract. This Addendum shall amend the Subscription Agreement to the extent, and only to the extent, that the terms of this Addendum are inconsistent with the terms of the Subscription Agreement. All other terms of the Subscription Agreement shall be and remain in full force and effect. In consideration of Synovia's agreement to purchase the equipment and rent it to the Customer ("you"), the Customer agrees as follows:

- I. REPRESENTATIONS, COVENANTS AND WARRANTIES OF LESSEE.** You hereby represent, covenant and warrant to us as follows: (a) You are authorized under the Constitution and laws of the State to enter into this Agreement and to perform all of your obligations hereunder and thereunder; (b) The officer of the Customer entity who is executing the Agreement and each Schedule has been duly authorized to execute and deliver same under the terms and provisions of a resolution of your governing body, or by other appropriate official action; (c) In authorizing and executing the Agreement, you have complied with all public bidding, usury and other State and Federal laws applicable to the rental and use of the Equipment; (d) You have sufficient appropriations or other funds available to pay all amounts due under this Agreement for the applicable fiscal year; (e) The Equipment and Services is essential to your proper, efficient and economic operation; (f) You have never terminated an Equipment or Subscription Agreement or similar contract due to non-appropriation of funds or defaulted under the terms thereof.
- II. NON-APPROPRIATION OF FUNDS.** You believe that funds can and will be obtained in amounts sufficient to make all Subscription Agreement Payments during the Agreement term. You and your fiscal officer hereby covenant that you (the Customer) will do all things within your power to obtain, maintain and properly request and pursue funds from which the Subscription Agreement payments and payments for other related charges, if any, may be made, specifically including in your annual budget requests amounts sufficient to make such payments for the full Subscription Agreement term. You intend to make all such payments for the full Subscription Agreement term if funds are legally available for that purpose. If your official governing body does not allot you funds for the succeeding fiscal year to continue such payments under the Subscription Agreement, and you have no other available funds to continue making such payments under the Subscription Agreement or to purchase, Subscription Agreement or rent other equipment or services to perform functions similar to those performed by the Equipment under this Agreement, you may terminate the Subscription Agreement at the end of the then current fiscal year, by giving ninety (90) days prior written notice to us, and enclosing therewith a sworn, notarized statement that the foregoing conditions exist. The foregoing shall be the sole circumstance in which you will not be legally obligated to continue making such payments beyond the end of the then current fiscal year. Upon the occurrence of this event, if any Subscription Agreement is terminated by you in accordance with this paragraph, you agree (i) not to purchase, Lease or rent personal property to perform the same or similar functions as, or functions taking the place of, those performed by the Equipment under this Subscription Agreement, and (ii) not to permit such functions to be performed by your own employees or by any agency, contractor, service provider or other entity affiliated with or hired by you, for a period of three hundred sixty (360) days; provided, however, that these restrictions shall not be applicable in the event that the Equipment under this Subscription Agreement is sold by us and the amount received from such sale, less all costs of such sale, is sufficient to pay the then balance otherwise then due from you under this Subscription Agreement. If the application of these restrictions would affect the validity of this Subscription Agreement, you agree to provide us with an opinion of your counsel relating to the circumstances of non-appropriation. Upon the occurrence of this event, you shall, at your cost and expense, both restore the Equipment to its original condition (excepting only reasonable wear and tear) and return it to us in accordance with the terms set forth in Section III of this Addendum. Upon termination of the Subscription Agreement by reason of non-appropriation of funds as provided herein, you shall not be responsible for the payment of any additional Agreement Payments coming due with respect to succeeding fiscal years. However, (a) you shall continue to remain responsible for the payment of all past due payments and other obligations that accrued under the Agreement prior to the end of the 90-day notice period referred to above; and (b) if you have not delivered possession of the Equipment to us at your expense and conveyed title to us or your interest in the Equipment to us within ten (10) days after the termination of the applicable Subscription Agreement, the termination shall nevertheless be effective, but you shall be responsible for the payment of damages in an amount equal to the amount of the Subscription Agreement payments thereafter coming due under the Agreement that are attributable to the number of days after such ten (10) day period during which you fail to take such actions, plus all other losses suffered by us as a result of your failure to take such actions as required. Non-Appropriation under one Subscription Agreement shall not affect the validity or enforceability of any other Subscription Agreement or contract between you and us.

III. RETURN OF EQUIPMENT. Notwithstanding any contrary terms set forth or implied in the "Subscription Agreement," upon the expiration or termination of the Subscription Agreement in accordance with its terms prior to the payment of all Subscription Agreement payments and other amounts due to us hereunder, you shall return the Equipment to us in the same condition it was in as of the date it was delivered to you, excepting only reasonable wear and tear, in the following manner as may be specified by us in our sole discretion: (a) by delivering the Equipment at your cost and expense to such place within the State as we shall specify; or (b) by loading such portions of the Equipment as are considered movable at your cost and expense, on board such carrier as we shall specify and shipping the same, freight prepaid by you, to a place specified by us. If you refuse to return the Equipment in the manner designated above, we may repossess the Equipment and charge you with the costs of such repossession and/or pursue any other remedy provided to us in this Subscription Agreement or under law.

IV. FINANCIAL INFORMATION. During the term of this Subscription Agreement, you annually shall provide us with current annual financial reports, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to your ability and commitment to continue the Subscription Agreement as may be requested by us.

The terms of this Addendum shall inure to the benefit of Synovia's successors and assigns.

Intending to be legally bound, the parties hereto have executed this Addendum effective as of the effective date of the Subscription Agreement.

CUSTOMER: Nassau County Board of County Commissioners  
By: Ted Selby  
Print Name: Ted Selby  
Title: County Manager  
Date: 5/29/14

SYNOVIA SOLUTIONS, LLC:  
By: Robert M. Kearns II  
Print Name: Robert M. Kearns II  
Title: C.O.O.  
Date: 6-2-14

1109 00 0-10-1402

# **NASSAU COUNTY ANIMAL SERVICES**

**March 25, 2014**

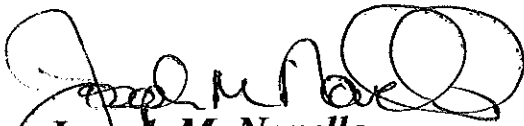
**Verbal quotes for GPS units for five vehicles; in addition to Synovia**

**Virtual Fleet (800-746-5170)**

**\$23.95 monthly per vehicle. Yearly cost \$1,437.00**

**Verizon Fleet Solutions**

**\$29.99 monthly per vehicle. Yearly cost \$1,799.00**



**Joseph M. Novello**  
**Director**

**Nassau County Animal Services**

**86078 License Road Fernandina Beach Fl. 32034**

**Ofc. (904-491-7440)**