

HCH  
CS-14-136

(Contract Management Use only)

# CONTRACT APPROVAL FORM

CONTRACT TRACKING NO.

**2164-A1**

## CONTRACTOR INFORMATION

Name: Facilities Automation Solutions, Inc.

Address: 6900 Phillips Industrial Blvd Jacksonville Florida 32256  
City State Zip

Contractor's Administrator Name: Brad Howald Title: President

Tel#: 904-446-8040 Fax: 904-394-8313 Email: bhowald@jaxcontrols.com

## CONTRACT INFORMATION

Contract Name: TO DOCUMENT THE NAME CHANGE AND ASSIGNMENT ON THE AGREEMENT FOR: Preventative Maintenance Contract for Electronic Control System Contract Value: No Change  
 Brief Description: Historic Courthouse - Preventative Maintenance Contract for Electronic Control System

Contract Dates: From: \_\_\_\_\_ to \_\_\_\_\_ Status: \_\_\_ New \_\_\_ Renew x Amend# \_\_\_ WA/Task Order

How Procured: \_\_\_ Sole Source \_\_\_ Single Source \_\_\_ ITB \_\_\_ RFP \_\_\_ RFQ \_\_\_ Coop. \_\_\_ Other \_\_\_\_\_

### If Processing an Amendment:

Contract #: CM-2164-A1 Increase Amount of Existing Contract: \_\_\_\_\_ No Increase

New Contract Dates: 10/1/14 to 9/30/15 TOTAL OR AMENDMENT AMOUNT: \_\_\_\_\_

### APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

1. [Signature] 2/5/15  01074712-546020  
Department Head Signature Date Funding Source/Acct #
2. [Signature] 2/6/15  
Contract Management Date
3. [Signature] 2-9-15  
Office of Management & Budget Date
4. [Signature] 2/18/15  
County Attorney (approved as to form only) Date

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

### COUNTY MANAGER - FINAL SIGNATURE APPROVAL

[Signature] 2/20/15  
Ted Selby Date

RECEIVED  
 COUNTY MANAGER  
 15 FEB -5 PM 2:27

### 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

**ASSIGNMENT AND ASSUMPTION OF AGREEMENT**

**THIS ASSIGNMENT AND ASSUMPTION OF AGREEMENT** is made and entered into this 20<sup>th</sup> day of February, 2015, by and between **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as ("County") and **FACILITY AUTOMATION SOLUTIONS, INC.**, a Florida Corporation, whose address is 6900 Phillips Industrial Boulevard, Jacksonville, Florida, 32256, hereinafter referred to as ("FAS").

**WITNESSETH:**

**WHEREAS**, the County entered into an agreement with Ecova, Inc., dated September 22, 2014, for a twelve month term for the period October 1, 2014 to September 30, 2015 for INET computer controlled Facility Maintenance System and Technical support for the electronic control systems at the Nassau County Historic Courthouse; and

**WHEREAS**, the County determined that Ecova, Inc. was a preferable vendor in that Ecova, Inc.: (1) had the data base stored in the event of a system crash; (2) had shelf stock of the control boards for the system; and (3) has knowledge of the site and programming; and

**WHEREAS**, the County has been notified that Ecova, Inc., had sold to Integrated Energy Solutions, LLC, ("IES") certain assets related to the contract it had with the County; and

**WHEREAS**, IES sold to Facility Automation Solutions, LLC ("FAS") those same assets relating to the sale, installation and servicing of automated building management systems and building controls systems; and

**WHEREAS**, FAS seeks the County's consent of this assignment of the contract; and

**WHEREAS**, the County has determined that FAS has the same ability that Ecova, Inc. had in carrying out the duties under the contract.

**NOW, THEREFORE,** in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

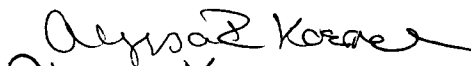
1. FAS acknowledges it has: (1) the data base stored in the event of a system crash; (2) the shelf stock of the control boards for the system; and (3) the knowledge of the site and programming, required in order for FAS to perform the duties of the contract.
2. The County consents to the assignment and transfer to FAS of the original contract with Ecova.
3. The County acknowledges that each party's rights, duties and obligations under the original contract shall be binding upon the County and FAS.
4. The County releases Ecova from all obligations under the original contract, Contract No. CM2164.


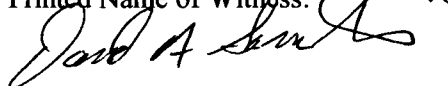
**IN WITNESS WHEREOF,** the Parties have executed this Assignment and Assumption of Agreement as of the date first above written.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA


  
\_\_\_\_\_  
TED SELBY  
Its: County Manager

WITNESSETH:

  
\_\_\_\_\_  
Alyssa Koronen  
Printed Name of Witness:

  
\_\_\_\_\_  
DAVID A. SARRATORI  
Printed Name of Witness:  


FACILITY AUTOMATION SOLUTIONS, INC.

  
\_\_\_\_\_  
Its: PRESIDENT

STATE OF FLORIDA  
COUNTY OF Deval

Before me personally appeared, Frank B. Howard, as  
President, for Facility Automation Solutions who is personally known X or  
produced \_\_\_\_\_ as identification, known to be the person described in and who executed  
the foregoing instrument, and acknowledged to and before me that he/she executed said instrument for the  
purposes therein expressed.

WITNESS my hand and official seal, this 22<sup>nd</sup> day of January, 2015.

Janet Patterson  
Notary Signature  
Notary Public State of \_\_\_\_\_ at Large  
My Commission Expires: \_\_\_\_\_

