

DS-14-151

# CONTRACT APPROVAL FORM

(Contract Management Use only)

**CONTRACT TRACKING NO.**

CMA220

## CONTRACTOR INFORMATION

Name: Synovia Solutions

Address: 9330 Priority Way West Drive Indianapolis, Indiana 46240  
City State Zip

Contractor's Administrator Name: Peter Nemeth Title: Florida Account Manager

Tel#: 954-907-1493 - mobile Fax: \_\_\_\_\_ Email: PNemeth@SynoviaSolutions.com

## CONTRACT INFORMATION

Contract Name: Rental of GPS Core Track & Trace units for each of 2 vehicles - Contract Value: \$268.32 -annually

Brief Description: See attached quote

Contract Dates : To begin 30 - 60 days Status:  New  Renew  Amend#  WA/Task Order

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

### 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,

1. Michael Ciff 3-9-15 04243524-544000 (2 Vehicles)  
Department Head Signature Date Funding Source/Acct #
2. Charlotte Young 3-13-15  
Contract Management Date
3. [Signature] 3-18-15  
Office of Management & Budget Date
4. [Signature] 3/20/15  
County Attorney (approved as to form only) Date

RECEIVED  
 COUNTY MANAGER'S  
 OFFICE  
 15 MAR 10 AM 10:54

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

### COUNTY MANAGER - FINAL SIGNATURE APPROVAL

Ted Selby [Signature] 3/26/15  
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



9330 Priority Way West Drive  
 Indianapolis, IN 46240  
 Phone: 317-208-1700  
 Toll Free: 1-877-796-6842  
 Fax: 317-208-2202

**MUNICIPAL  
 SYNSURANCE  
 AGREEMENT**

**No: 4272**

Customer Legal Name Nassau County Code Enforcement		Customer Billing Address (If different)	
Address 96161 Nassau Place Suite 1		Address	
City Yulee	County Nassau	City	County
State Florida	Zip Code 32097	State	Zip Code
Location Contact: Michael Griffin	Phone 904-491-7337	Fax	Salesperson Peter Nemeth
Tax ID#		<input type="checkbox"/> K-12 <input checked="" type="checkbox"/> Other Municipal	
PO Number (if applicable):		PO Expiration Date:	

**CONTRACT DURATION/VEHICLES**

Term of Agreement:     36 Mo.     48 Mo.     60 Mo.  
 Number of Vehicles:    2  
 Effective Date On delivery  
 Tax Exempt:             No             Yes (Attach Certificate)

THIS AGREEMENT COVERS THE FOLLOWING:

SILVERLINING SOFTWARE		EQUIPMENT LIST	
		TYPE	QTY
<input checked="" type="checkbox"/>	Core Track & Trace		
<input type="checkbox"/>	Comparative Analysis	LMU:	3000      2
<input type="checkbox"/>	Time and Attendance		
<input type="checkbox"/>	Engine Diagnostics	Peripheral:	
<input type="checkbox"/>	Parent Portal		
		Other:	

Carrier:             Synovia             Verizon             Sprint             AT&T  
 Installation:     Synovia             Customer             Customer to be Trained By Synovia

**SPECIAL INSTRUCTIONS: Data not included, Data billed by Verizon per State of Florida contract. Contact Thomas Beck at 904 716 2600 Thomas.Bech@verizonwireless.com**

METHOD OF PAYMENT		RATE PER UNIT
Base Payment \$134.16 _____ X	Number of Vehicles 2 _____	= Total \$268.32
		Applicable Sales Tax      \$0.00
		Total \$268.32
<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Annually <input type="checkbox"/> ACH <input type="checkbox"/> Credit Card <input type="checkbox"/> Check		

**PLEASE READ BEFORE SIGNING: THE CUSTOMER AGREES TO RENT FROM VENDOR THE EQUIPMENT LISTED ABOVE. THE CUSTOMER AGREES TO ALL TERMS AND CONDITIONS CONTAINED IN THIS RENTAL AGREEMENT. THE CUSTOMER AGREES THIS RENTAL AGREEMENT IS FOR THE RENTAL TERM INDICATED ABOVE AND CANNOT BE CANCELLED FOR ANY REASON, EXCEPT AS PROVIDED HEREIN.**

**AUTHORIZATION**

Company Full Name (Please Print)	
Authorized Signature 	Date 3/26/15
Authorized Signer's Printed Name T.J. Selby	Title Co. Mgr
Authorized Representative of Synovia 	

## RENTAL AGREEMENT TERMS AND CONDITIONS

1. **OWNERSHIP OF EQUIPMENT.** Synovia Solutions, LLC (hereinafter referred to as "Vendor") is the sole owner and titleholder to the Equipment. The Equipment consists of the unit(s), all peripherals, and/or connections and supplies used for installation. This Agreement constitutes a lease or bailment and is not a sale or the creation of a security interest. Customer shall not have, or at any time acquire, any right, title or interest in the Equipment, except the right to possession and use as provided in this Agreement.

2. **RENT.** The Customer agrees to pay Vendor the rental payment when due. If any payment is more than 45 days late, the Customer agrees to pay a late fee of ten percent (10%) or Ten Dollars (\$10), whichever is greater, on the overdue amount. Customer also agrees to pay Twenty-Five Dollars (\$25) for each check or ACH that the bank returns for insufficient funds or any other reason. Vendor shall have the right to increase the rent upon renewal or extension of this Agreement. Vendor shall notify Customer of the rental increase forty-five (45) days before the expiration of the Initial Term.

3. **SYNSURANCE.** Vendor warrants to provide to Customer at no cost the following: **Automatic quarterly updates with new features, map data, patches and hot fixes; 6 months of "bread crumb" data plus 2 years of reporting; Proactive trouble shooting on a weekly basis; hardware script updates twice per year; Uptime at 99% or Vendor will provide a credit for one days charge for the entire fleet; Lifetime hardware warranty with replacements; 2% spares on site with spare replacement within 48 hours; First occurrence fix or Vendor will provide a credit for once days charge for the entire fleet.**

4. **TAXES AND FEES.** This is a net rental. Customer agrees to pay on or before their due dates, all sales taxes, use taxes, personal property taxes, and assessments or other direct taxes or governmental charges imposed on the property or leveled against or based on the amount of rent to be paid under the Agreement or assessed in connection with this Agreement, even if billed after the end of the rental period. Customer shall promptly notify Vendor and send Vendor copies of any notices, reports and inquiries from taxing authorities concerning delinquent taxes, fees or other charges or assessments received by Customer. Customer shall be liable for any taxes or licenses, registrations, permits and other certificates as may be required for the lawful operation of the Equipment. If any taxing authority requires that a tax be paid to the taxing authority directly by Vendor, Customer shall, on notice from Vendor, pay to the Vendor the amount of the tax together with the next rent installment. Vendor has the option to estimate all such taxes due and bill the Customer monthly on the basis of same.

5. **NON-APPROPRIATION OF FUNDS.** The Customer affirms that funds can and will be obtained in amounts sufficient to make all Synsurance Agreement Payments during the Agreement term. The Customer hereby covenants that it will do all things within its power to obtain, maintain and properly request and pursue funds from which the Synsurance Agreement payments and payments for other related charges, if any, may be made, specifically including in its annual budget requests amounts sufficient to make such payments for the full Synsurance Agreement term. The Customer intends to make all such payments for the full Synsurance Agreement term if funds are legally available for that purpose. If your official governing body does not allot funds for the succeeding fiscal year to continue such payments under the Synsurance Agreement, and you have no other available funds to continue making such payments under the Synsurance Agreement or to purchase, lease or rent other equipment or services to perform functions similar to those performed by the Equipment under this Agreement, you may terminate the Synsurance Agreement at the end of the then current fiscal year, by giving ninety (90) days prior written notice to Vendor, and enclosing therewith a sworn, notarized statement that the foregoing conditions exist. The foregoing shall be the sole circumstance in which the Customer 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 Synsurance Agreement is terminated by the Customer 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 Synsurance 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 Synsurance 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 Synsurance Agreement. If the application of these restrictions would affect the validity of this Synsurance 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 Synsurance 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 Synsurance 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 Synsurance 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 Synsurance Agreement shall not affect the validity or enforceability or any other Synsurance Agreement or contract between you and us.

6. **UCC FILINGS.** The Customer authorizes, appoints, and empowers Vendor and its assignees as its true and lawful attorney-in-fact to prepare, execute in the Customer's name and file at Customer's cost any and all documents Vendor or its assignees deem appropriate or desirable in connection with the Uniform Commercial Code, including but not limited to UCC financing statements. The Customer authorizes Vendor to insert the serial numbers of the Equipment in this Agreement in any filings.

7. **LIABILITY AND INSURANCE.** The Customer is responsible for any losses or injuries caused by the Equipment. Customer assumes all risk and liability for the loss or damage to the Equipment or the injury to any person or property of another, and for all risks and liabilities arising from the use, operation, condition, possession or storage of the Equipment. The Customer must continue to make rental payments through the entire term of this Agreement and may not cancel this Agreement for any reason, even if the Equipment has been damaged or destroyed. Vendor is not responsible for any losses or injuries caused by the installation or use of the Equipment. The Customer promises to keep the Equipment fully insured against loss and maintain insurance that protects Vendor from liability for any damage or injury caused by the Equipment or its use. Upon the request of Vendor, the Customer shall provide Vendor evidence of insurance showing Vendor as the loss payee. If the Customer fails to provide such evidence within fifteen (15) days, the Customer authorizes Vendor to obtain coverage on its behalf, or alternatively, Vendor may choose to self-insure. In either case, Customer authorizes Vendor to add an insurance surcharge to the Customer's rent. Customer authorizes Vendor to file claims and endorse insurance checks on the Customer's behalf. **This Synsurance Agreement specifically excludes damages or loss due to theft, vandalism, any use outside normal wear and tear, Acts of God, or other circumstances outside the control of Synovia. This agreement also excludes loss due to changes to cell phone providers, coverage area changes or other changes to cell phone or internet availability. Customer understands and accepts that the hardware devices are carrier specific and any changes to the carrier might results in non-performance of the hardware devices. Customer agrees that Synovia is not responsible for any loss or damage due to changes to the cell carrier provider.**

8. **INDEMNITY.** The Customer agrees to indemnify, defend and hold harmless Vendor and its agents, employees and assigns from any against any claim, loss, liability and expense, including reasonable attorney's fees, caused by the Equipment. The indemnities, assumptions of risk, liabilities and obligations of the Customer arising under this Agreement shall continue in effect after termination of this Agreement, regardless of the reason for termination.

9. **USE, MAINTENANCE, AND CARE OF EQUIPMENT.** The Customer shall be entitled to the absolute right to the use, operation, possession, and control of the Equipment during the term of this Agreement, provided Customer is not in default of any provision of this Agreement. The Customer shall assume all obligation and liability with respect to the possession of the Equipment, and for its use and operation during the rental term. Customer agrees to reimburse Vendor in full for all damage to the Equipment arising from any misuse or negligent act by Customer, its employees, or its agents. **Except for the instance of misuse or negligence, Vendor assumes full responsibility for the performance of the hardware and software and any defective or non-functioning hardware (except wiring) will be replaced at no cost to the customer, provided the Customer is not in payment default.**

10. **LOCATION OF EQUIPMENT.** The Customer will allow Vendor or its agents to inspect the Equipment at any reasonable time where it is located. If the Equipment is not being properly maintained in the sole opinion of Vendor, Vendor shall have the right, but not the obligation, to have it repaired or maintained at a service facility at the expense of Customer.

11. **ASSIGNMENT.** The customer has no right to sell, transfer, encumber, sublet, or assign the Equipment or this Agreement. Vendor may sell, transfer, or assign this Agreement without the Customer's consent. In the event of assignment by Vendor, assignee shall have all the rights, powers, privileges, and remedies of Vendor set forth in this Agreement, but none of the obligations (including but not limited to service or maintenance obligations). Customer agrees not to raise any claim or defense against Vendor or such assignee arising out of this Agreement as a defense, counterclaim or offset to any action by assignee for the unpaid balance of payments due or to become due under this Agreement or the possession of the Equipment. Vendor shall assign to Customer all manufacturers, Vendor or supplier warranties applicable to the Equipment to enable Customer to obtain any warranty service available for the Equipment. Vendor appoints Customer as Vendor's attorney-in-fact for the purpose of enforcing any warranty. Any enforcement by Customer shall be at the expense of Customer and shall in no way render Vendor responsible to Customer for the performance of any warranties. This Agreement and each of its provisions shall be binding on and shall insure to the benefit of the respective heirs, devisees, executors, administrators, trustees, successors and assigns of the parties to the Agreement.

12. **DEFAULT.** If the Customer does not pay any amount when due or perform any obligation required under this Agreement, the Customer will be in default. If the Customer defaults, Vendor can demand that the Customer pay the remaining balance of the Agreement and return the Equipment at the Customer's expense. At

Vendor's option, Vendor may repossess the Equipment. Customer waives any rights that Customer may have to notice before Vendor seizes any of the Equipment and waives any requirement that the Vendor post a bond in connection with such seizure or possession. In addition, if the Customer breaks any promise in this Agreement, Vendor can use any remedies available to Vendor under the Uniform Commercial Code or any other applicable law. The exercise of one remedy shall not be deemed to preclude the exercise of any other remedy. No failure or delay on the part of Vendor to exercise any remedy or right shall operate as a waiver. Acceptance by Vendor of rent or other payments made by Customer after default shall not be deemed a waiver of Vendor's rights and remedies arising from Customer's default. The Customer promises to pay reasonable attorney's fees and any costs associated with any legal action or action to repossess the Equipment or to enforce or interpret any provision in this Agreement. This action will not void the Customer's responsibility to maintain and care for the Equipment.

13. **CHOICE OF LAW, FORUM AND JURY WAIVER.** The Customer agrees that this Agreement will be governed by and construed in accordance with the laws of the state in which Vendor is headquartered or, if this Agreement has been assigned by Vendor, the state in which the assignee is headquartered. Vendor and Customer waive the right to a trial by jury in the event of a lawsuit. All judicial proceedings arising under this Agreement shall be adjudged by any court having jurisdiction over the Customer or the Customer's assets, all at the sole election of the Vendor or its assignee.

14. **RENEWAL.** After the initial term or any extension thereto, this Agreement shall automatically renew on a month to month basis unless the Customer notifies Vendor in writing by Certified Mail, UPS or Express Delivery directly to Vendor at the address on the front of this Agreement at least thirty (30) days prior to the expiration of the initial term or extension that the Customer does not choose to renew. No other manner of communication is acceptable. Upon the expiration date of this Agreement, Customer shall relinquish the Equipment to Vendor together with all accessories, free from damage and in the same condition and appearance as when received by Customer, allowing for ordinary wear and tear. The Customer agrees to pay removal charges. If Customer fails or refuses to relinquish the Equipment to Vendor, Vendor shall have the right to take possession of the Equipment and for that purpose to enter any premises where the Equipment is located without being liable in any suit, action, defense or other proceeding to Customer. The Customer must pay additional rental payments due until Vendor or its agents receive the Equipment.

15. **RIGHTS TO DATA.** Vendor retains the rights to anonymous summary data analysis and to share analysis with 3rd parties. Vendor 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 Vendor shall own all compilations or analysis of the data created by or for Vendor.

16. **OTHER RIGHTS.** The Customer agrees that Vendor's delay or failure to exercise any rights does not prevent Vendor from exercising them at a later time. If any part of this Agreement is found to be invalid, then it shall not invalidate any of the other parts, which shall remain valid and in full force and effect, and the Agreement shall be modified to minimum extent provided by law.

17. **ENTIRE AGREEMENT, AMENDMENT, SEVERABILITY.** This Agreement represents the Entire Agreement between Vendor and the Customer. Any amendment, waiver or charges will bind neither Vendor nor the Customer, unless agreed to in writing and signed by both parties. No agreement, representations or warranties, other than those specifically set forth in this Agreement shall be binding on any of the parties unless set forth in writing and signed by both parties.

18: **ACH/DIRECT DEBIT.** Customer agrees to enroll for automatic payment via credit card or direct debit ACH if payment is less than \$250 per month. Customer agrees to execute separate ACH/Direct Debit Form if this condition applies.

19. **MANNER OF EXECUTION.** Facsimile or electronic signatures shall be deemed fully enforceable valid signatures as if such signatures were originals as of the date executed.

Customer Initials \_\_\_\_\_



# **NASSAU COUNTY ANIMAL SERVICES**

**March 25, 2014**

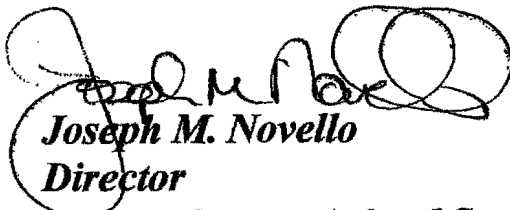
**Verbal quotes for GPS units for five vehicles; in addition to Synavia**

**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)**

## Re: GPS tracking

Michael Griffin

Sat 2/28/2015 7:03 AM

To:

Cc:

Peter I missed a vehicle please amend the building department to 6 vehicles. Thanks

Sent from my iPhone

On Feb 27, 2015, at 3:01 PM, "Peter Nemeth" <[PNemeth@synoviasolutions.com](mailto:PNemeth@synoviasolutions.com)> wrote:

Mr. Griffin,

Attached is the contract for Code Enforcement. Please check the address.

Also, When you submit the order, you will need to include the vehicle list on the attached form. We need year make and model to confirm operability.

As a note, the unit we price here plugs into the OBDII port of the vehicle and does not work in pre 1997 vehicles, certain hybrids, and heavy duty vehicles.

Is this a March order or planning for later on?

**Peter Nemeth**  
**Florida Account Manager**  
**Synovia Solutions**  
954 907 1493- Mobile  
[PNemeth@SynoviaSolutions.com](mailto:PNemeth@SynoviaSolutions.com)  
[www.synovia.com](http://www.synovia.com)  
<image001.jpg>

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**From:** Michael Griffin [<mailto:mgriffin@nassaucountyfl.com>]

**Sent:** Friday, February 27, 2015 1:03 PM

**To:** Peter Nemeth

**Subject:** Re: GPS tracking

Peter, would you also give me a contract for two other vehicles in our Code Enforcement Department. Thanks

*Michael Griffin, CBO, CFM*

*Building Official*

*Nassau County Building Department*

*96161 Nassau Place Suite 1*

*Yulee, FL 32097*

*904- 491-7337*

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**From:** Peter Nemeth <[PNemeth@synoviasolutions.com](mailto:PNemeth@synoviasolutions.com)>  
**Sent:** Friday, February 27, 2015 12:17 PM  
**To:** Michael Griffin  
**Cc:** Beck, Thomas jr  
**Subject:** RE: GPS tracking

Mr. Griffin,

Here is the agreement for the 5 vehicles matching animal controls pricing.

Please let me know if you need anything else.

**Peter Nemeth**  
**Florida Account Manager**  
**Synovia Solutions**  
954 907 1493- Mobile  
[PNemeth@SynoviaSolutions.com](mailto:PNemeth@SynoviaSolutions.com)  
[www.synovia.com](http://www.synovia.com)  
<image001.jpg>

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**From:** Michael Griffin [<mailto:mgriffin@nassaucountyfl.com>]  
**Sent:** Friday, February 27, 2015 12:01 PM  
**To:** Peter Nemeth  
**Cc:** Diane Griffin  
**Subject:** GPS tracking

Good afternoon Peter,

As we discussed, please send a contract for services similar to our Animal Control Services for 5 Building Department vehicles. If you have any questions please let me know. Thanks

*Michael Griffin, CBO, CFM*  
*Building Official*  
*Nassau County Building Department*  
*96161 Nassau Place Suite 1*  
*Yulee, FL 32097*  
*904- 491-7337*

<Synsurance Agreement - MUNI Nassau County Code Enforcement 2.docx>