# **GRANTS AND CONTRACTS - TRANSMITTAL MEMO**

Date:

March 24, 2016

From

Purchasing/Contracts

To:

Ken Fair, Gerald Baily

CONTRACT #:

9837

VENDOR:

Synovia Solutions, Inc.

DESCRIPTION:

Agreement for Contractual Services

APPROVED BY:

**BoCC** 

APPROVAL DATE:

3/22/16

Received On:

3/24/16

**TERM START** 

3/24/16

TERM END

9/30/17

AMOUNT:

\$55,325.00

ACCOUNT:

503-1100-519.52-25

**ENCUMBRANCE** #

n/a

RFP/BID#

n/a

ACTIONS

Please forward a copy to the vendor & retain a copy for your files.

REQUIRED

One electronic copy sent to Gus

copy to:

F&A Risk

Purchasing

File

# AGREEMENT FOR CONTRACTUAL SERVICES BETWEEN ALACHUA COUNTY AND SYNOVIA SOLUTIONS INC

#### WITNESSETH

Whereas, the County desires to employ the Contractor to provide GPS System and Installation for Alachua County Board of County Commissioners Fleet Vehicles; and,

Whereas, the Contractor is qualified to provide these services

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

 <u>Term</u>. This agreement is effective upon the date executed and continuing through September 30, 2017unless earlier terminated as provided herein. This Agreement may be amended at the option of the County for one (1) additional three (3) year terms at the terms and conditions contained in this Agreement.

The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

- 2. <u>Duties of the Contractor</u>. The Contractor shall have and perform the following duties, obligations, and responsibilities to the County as provided in **Attachment "A."**
- **3.** Representations and Warranties. By executing this Agreement, the Contractor makes the following express representations and warranties:
  - 3.1. The Contractor is a professional qualified to perform the services described.
  - 3.2. The Contractor warrants all the work performed by the Contractor is adequate and sufficient to meet the requirements and accomplish the purposes of the agreement.
  - 3.3. The Contractor acknowledges that the County's review of the work performed in no way diminishes the Contractor's warranty pertaining to the work performed.
- **4.** <u>Method of Payment</u>. For all services actually, timely and faithfully performed, the Contractor will be paid as follows:

Page 1 of 14 Contractual Services Synovia for signature 2.18.2016.doc

- 4.1. The Contractor shall be paid a sum not to exceed \$82,988.00, for the initial term of the Agreement, based on 18 months, allocated in the following manner:
- 4.1.1. Initial one time charge to install up to 10 hard-wire unites on site at a cost of \$195.00 per unit
- 4.1.2. Monthly equipment rental of \$13.78 per OBD plug in unit and \$21.87 per hard wired unit.
- 4.1.3. Monthly data rate of \$0.0999 cents per MB @ a typical usage of 2 MB per unit.
- 4.1.4. Contingency of \$3,000.00 for possibility of additional units through the original term.
- 4.2. As a condition precedent for any payment, the Contractor shall submit monthly, an invoice to the County requesting payment for services properly rendered and expenses due. The Contractor's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if such services were rendered pursuant to a fee and the person(s) rendering such service. The Contractor's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall constitute the Contractor's representation to the County that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all services provided have served a public purpose, that all obligations of the Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to others, including its consultants, incurred in connection with the Project, will be paid in full. The Contractor shall submit invoices to the County at the following address:

Department: Public Works

ATTN: Fleet Management Division Address: 5620 NW 120<sup>th</sup> Lane

Gainesville, FL 32653

4.3. Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act") to:

Contractor Name: Synovia Solutions, LLC Address: 9330 Priority Way West Drive Indianapolis, IN 46240

4.4 No Additional reimbursable expenses will be paid under this Agreement.

- **5. Duties of the County**. The County shall have and perform the duties, obligations, and responsibilities to the Contractor as provided in **Attachment "B"**
- **6.** <u>Notice</u>. Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. For purposes of all notices, Contractor's and County representative are:

County:

Dr. Lee Niblock County Manager

Alachua County Board of County Commissioners

12 SE 1<sup>st</sup> ST. 2<sup>nd</sup> Floor Gainesville, FL, 32601

Contractor:

Corporate Name: Synovia Solutions, LLC Address: 9330 Priority Way West Drive

Indianapolis, IN 46240

ATTN:

A copy of any notice, request or approval to the County must also be sent to:

J. K. Irby Clerk of the Court

12 SE 1<sup>st</sup> Street and

Gainesville, FL 32602

ATTN: Finance and Accounting

Purchasing Division 12 SE 1<sup>st</sup> Street

Gainesville, Florida 32601 Attn: Contracts/Grants

#### 7. Default and Termination.

- 7.1. The failure of the Contractor to comply with any provision of this Agreement will place the Contractor in default. Prior to terminating the Agreement, the County will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Contractor seven (7) days to cure the default. The Fleet Manager is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to the Contractor.
- 7.2. The County may also terminate the Agreement without cause by providing written notice to the Contractor. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, Contractor will immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the Contractor in

performing this Agreement, whether completed or in process. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Agreement amount earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed. The County agrees and acknowledges that the equipment is owned by Contractor and that upon termination, all of the hardware must be returned to Contractor at the County's expense. Monthly charges will be due and owing to Contractor until the equipment is returned in good working order, save normal wear and tear.

7.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four hours notice in writing to the Contractor. The County will be the final authority as to the availability of funds. The County will pay the Contractor for all work completed prior to any notice of termination. The County agrees and acknowledges that the equipment is owned by Contractor and that upon termination, all of the hardware must be returned to Contractor at the County's expense. Monthly charges will be due and owing to Contractor until the equipment is returned in good working order, save normal wear and tear.

#### 8. Project Records.

- 8.1. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.
- 8.2. In accordance with Section 119.0701, Florida Statutes, the Contractor shall keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service in this Agreement as provided by the General Record Schedule established by the Department of State. The Contractor shall keep and make available to the County for inspection and copying, upon written request by the County, all public records in Contractor's possession relating to this Agreement. The Contractor shall provide the public with access to public records on the same terms and conditions that the County would provide the public records, unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Contractor shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 8.3. During the term of this Agreement or license, the Contractor may claim that some or all of Contractor's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other

considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Contractor in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Contractor as "Confidential Information" or "CI."

- 8.4. The County shall promptly notify the Contractor in writing of any request received by the County for disclosure of Contractor's Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Contractor releases County from claims or damages related to disclosure by County.
- 8.5. In the event this Agreement is terminated, the Contractor shall meet the requirements of Chapter 119, Florida Statutes, for retaining public records and transfer, at no cost, to the County all public records in possession of the Contractor upon the termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically shall be provided to the County in a format that is compatible with the information technology systems of the County.
- 8.6. If Contractor refuses to perform its duties under this section within 14 calendar days of notification by County that a demand has been made to disclose Contractor's CI, then Contractor waives its claim that any of its information is CI, and releases County from claims or damages related to the subsequent disclosure by County and the County shall enforce, in accordance with the Agreement, the provisions of this Agreement.

#### 9. Equipment

9.1 The Contractor 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.

9.2 The County shall be entitled to the absolute right to the use, operation, possession, and Page 5 of 14

control of the Equipment during the term of this Agreement, provided Customer is not in default of any provision of this Agreement. The County shall assume all obligation and liability with respect to the possession of the Equipment, and for its use and operation during the rental term. The County agrees to reimburse Vendor in full for all damage to the Equipment arising from any misuse or negligent act by the County, 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 County, provided the County is not in payment default.

- 9.3 The County will allow Vendor or its agents to inspect the Equipment at any reasonable time where it is located.
- 10. <u>Insurance</u>. The Contractor will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in Attachment "C". A current Certificate of Insurance showing coverage of the types and in te amounts required is attached hereto as Exhibit "1"
- 11. <u>Permits</u>. The Contractor will obtain and pay for all necessary permits, permit application fees, licenses, or any fees required.
- 12. <u>Laws & Regulations</u>. The Contractor will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Contractor is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Contractor is not familiar with state and local laws, ordinances, code rules and regulations, the Contractor remains liable for any violation and all subsequent damages or fines.

#### 13. Indemnification.

13.1. The Contractor agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and

Page 6 of 14

including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Contractor agrees that indemnification of the County shall extend to any and all work performed by the Contractor, its subcontractors, employees agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor's insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Contractor.

- 13.2. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.
- 14. Assignment of Interest. The Contractor and County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the Contractor hereby assigns to the County any and all claims for such overcharges as to goods, material or services purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party, which shall not be unreasonably withheld.
- 15. <u>Successors and Assigns</u>. The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.
- 16. <u>Independent Contractor</u>. In the performance of this Agreement, the Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by the Contractor in the full performance of the agreement.
- 17. <u>Collusion</u>. By signing this Agreement, the Contractor declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors, or corporations and that this Agreement is fair and made in good faith without any outside control, collusion, or fraud.
- 18. <u>Conflict of Interest</u>. The Contractor warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.
- 19. Third Party Beneficiaries. This agreement does not create any relationship with, or any rights in favor of, any third party.
- 20. <u>Severability</u>. If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect

- 21. <u>Non Waiver</u>. The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
- **22.** Governing Law and Venue. This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.
- 23. <u>Attachments</u>. All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
- **24.** Amendments. The parties may amend this Agreement only by mutual written agreement of the parties.
- **25.** Captions and Section Headings. Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
- **26.** Construction. This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.
- 27. Counterparts. This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument
- **28.** Entire Agreement. This agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

# ALACHUA COUNTY, FLORIDA

Robert Hutchinson, Chair Board of County Commissioners

Date: 3-23-/6

ATTEST:

J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

Alachua County Attorney's Office

ATTEST/(By Corporate Officer)

By: W. Kan II

Print: Robert M. Kearns I

Title: \_ C.O.O .

PROFESSIONAL

Print:/

(

Title:

Date: 2-19-1X

#### ATTACHMENT A: SCOPE OF SERVICES

- Provision of lease GPS tracking equipment and data service to support Alachua County fleet vehicles utilizing OBD ports for plug and play installation and hard wired units for use in vehicles and equipment utilizing J ports.
- 2. Required Hardware and Services:
  - 2.1 GPS transceiver for 100 units comprised of heavy trucks, off road construction and agricultural equipment, cellular based, capable of "breadcrumb" tracking of vehicles' location, speed, direction, engine idling, etc. Will also be able to access and report on vehicle diagnostics transmitted from the J port when possible.
  - 2.2 GPS transceiver for 160 "white fleet" vehicles, capable of "breadcrumb" tracking of vehicles' location, speed, direction, engine idling, etc. Will also be able to access and report on vehicle diagnostics transmitted from the OBD port.
  - 2.3 Software appropriate to support the functions of the above hardware, including robust reporting of information and the ability to set email, text, or other alerts to the appropriate person on user selected events that are monitored.
  - 2.4 Vendor provided training for the end users to include up to two (2) on-site training demonstrations.
  - 2.5 Vendor to install up to ten (10) hard wire units on site at a cost of \$195.00 per unit. Vendor will train Fleet Management staff on the installation of units.
  - 2.6 Vendor will utilize Verizon Wireless as the wireless provider for this contract.

#### ATTACHMENT B: DUTIES OF THE COUNTY

- 1. Alachua County will be responsible for the installation of the remaining units in the vehicles and equipment after the vendors provides the initial installs with installation training (up to 10).
- 2. Alachua County will be responsible for the monitoring, tracking and utilization of the data provided through this system.
- Alachua County will be responsible for ensuring GPS monitoring equipment remains in the vehicles or transferred to replacement vehicles for the term of the contract.
- 4. Alachua County will be responsible for notification to the vendor for any equipment and /or service failures immediately upon recognition of failure.

# 5. ATTACHMENT C: INSURANCE REQUIREMENTS

# TYPE "A" INSURANCE REQUIREMENTS "ARTISAN CONTRACTORS / SERVICE CONTACTS"

The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.

#### COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

#### AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

#### WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer's Liability limits for not less then \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

#### BUILDER'S RISK / INSTALLATION FLOATERS (when applicable)

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

#### OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

### I Commercial General Liability and Automobile Liability Coverages

- a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.
- b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

## II Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the County, for losses arising from work performed by the Contractor/Vendor for the County.

#### III All Coverages

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a Ten (10) day notice of cancellation for non-payment of premium and a Thirty (30) day notice of cancellation/non-renewal for all other causes. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

#### SUBCONTRACTORS

CERTIFICATE HOLDER:

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

Alachua County Board of County Commissioners

MAIL, EMAIL or FAX CERTIFICATES TO:

Risk Management

12 SE 1<sup>st</sup> Street, 3<sup>rd</sup> Floor Gainesville, FL 32601 <u>dryon@alachuacounty.us</u> Phone: 352-374-5297

Fax: 352-381-0168 Attn: Darlene Ryon



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/22/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to

the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).														
PRODUCER									CONTACT Stacie Gascho Account Manager					
Henriott Group, Inc.								NAME: PHONE (A/C, No, Ext): (765) 429-5000  FAX (A/C, No): (765) 423-2599						
Renaissance Place									E-MAIL ADDRESS: sgascho@henriott.com					
250 Main Street, Suite 650									INSURER(S) AFFORDING COVERAGE					
Lafayette IN 47901-1287								INSURERA:Travelers Indemnity Company					NAIC# 25658	
INSURED								INSURER B:Travelers Casualty Company					19070	
Synovia Solutions LLC								INSURER C Berkely Insurance Company					32603	
9330 Priority Way West Drive								INSURER D :						
• • • • • • • • • • • • • • • • • • • •									INSURER E :					
Indianapolis IN 462								INSURER F:						
						CATE	NUMBER:15-16 Spec							
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.  INSR    POLICY EFF   POLICY EXP														
INSR LTR		TYPE OF INSURANCE			ADDL INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
	X COMMERCIAL GENERAL LIABILITY										5	1,000,000		
A		CLAIMS-MADE X OCCUR					ZLP-15R36958-14-I5		11/1/2015	11/1/2016	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000	
											MED EXP (Any one person)	\$	10,000	
											PERSONAL & ADV INJURY	\$	1,000,000	
	GEN	GEN'L AGGREGATE LIMIT APPLIES PER:									GENERAL AGGREGATE	\$	2,000,000	
	X	POLICY PR	CT	LOC							PRODUCTS - COMP/OP AGG	\$	2,000,000	
		OTHER:										\$	1,000,000	
A	AUT	AUTOMOBILE LIABILITY									COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000	
	X	ALL OWNED SCHEDULED AUTOS AUTOS NON-OWNED					BA-7D525606-14-TEC	11/1		11/1/2016	BODILY INJURY (Per person)	\$		
	y								11/1/2015		BODILY INJURY (Per accident) S PROPERTY DAMAGE	\$ S		
	-	HIRED AUTOS		AUTOS							(Per accident)	\$	5,000	
_	х	UMBRELLA LIAB	$\neg$	X OCCUR	_						Medical payments	\$	5,000,000	
	-	EXCESS LIAB	-	CLAIMS-MADE								\$	5,000,000	
A		DED X RETENTION\$ 10,000					ZUP-15R36971-14-I5	11/1/2015		11/1/2016		\$	3,000,000	
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below								12/1/2015	11/1/2016	X PER X OTH-	<u> </u>		
												\$	1,000,000	
					N/A		HC-UB-5610731-9-15				E.L. DISEASE - EA EMPLOYEE		1,000,000	
												\$	1,000,000	
	Directors & Officers						1398569		8/31/15	8/31/16	Occurrence		2,000,000	
С		ability					1390309		0/31/13	0/31/10	Aggregate		2,000,000	
٦	1110	ability									Aggregate		2,000,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)														
CE	RTIF	ICATE HOLD	ER					CANCELLATION						
		*File Cop	У*					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
									AUTHORIZED REPRESENTATIVE					
								Stacie Gascho/U044 Hawm - Suc						

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### **ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS**

Jack Durrance Auditorium, Room 209 Second Floor 12 SE 1st Street March 22, 2016 Regular BoCC Meeting Agenda Item #33

<u>Title</u>
Contractual Lease Agreement for the Provision of a GPS Tracking System and Related Equipment

Amount \$55,325.00/annually

**<u>Description</u>**Request the Board approve the Contractual Lease Agreement for the provision of a GPS tracking system and related equipment.

**Recommendation**Board approve agreement and authorize the Chair to sign agreement.

Alternative(s)
Do not approve contract.

Requested By Gerald Bailey/James Harriott, 386-462-1975

Originating Department Public Works

**Attachment(s) Description**Lease contract between Alachua County and Synovia Solutions Inc.

<u>Documents Requiring Action</u> Lease contract between Alachua County and Synovia Solutions Inc.

**Executive Summary**The Public Works Department is requesting the Board's approval of a contract to provide a GPS Tracking Solution for vehicles and equipment used under the Board.

Background

At the direction of the Manager, Public Works has sought out a GPS Tracking Solution that will provide enhanced safety, decreased fuel consumption, improved efficiency and accountability for all departments utilizing vehicles under the Board of County Commissioners. This agreement will be based on the price, terms and conditions of St. Lucie Public Schools RFP # 15-08.

Not approving the contract limits the Departments ability to find alternative ways to reduce fuel consumption and will not give Department Directors usable information to promote safety, efficiency and accountability improvements.

Fiscal Recommendation
Approve contract of \$55,325 with an anticipated payback in fuel savings, improved asset utilization, accident reduction and increased productivity.

Fiscal Alternative(s)
None

Funding Sources
Fleet Management Internal Service Fund

Account Code(s) 503-1100-519.52-25

Attachment: Agreement for Contractual Services between Alachua County and Synovia Solutions.pdf