

**ADDENDUM AGREEMENT WITH SYNOVIA SOLUTIONS, LLC FOR FLEET
MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS**

This Addendum Agreement entered into by and between Alachua County, a charter county and a political subdivision of the State of Florida (the “County”), and Synovia Solutions, LLC, a foreign limited liability company with a principal business address of 9190 Priority Way West Drive, Indianapolis, Indiana 46240 (“Contractor”), and supplements the Sourcewell (formerly National Joint Powers Alliance (NJPA)) Synovia Agreement for Fleet Management Technology Solutions (the “Sourcewell Agreement”). Collectively, the County and Contractor are referred to herein as the “Parties” and individually, as appropriate, as a “Party.”

WHEREAS, the County requires the services of Contractor to provide GPS System and Installation for Alachua County Fleet Vehicles; and

WHEREAS, Contractor is qualified to provide these services; and

WHEREAS, Contractor is party to the Sourcewell, formerly National Joint Powers Alliance (NJPA), Agreement #022217-SSL, dated June 1, 2017, to provide Fleet Management and Related Technology Solutions, a copy of which is incorporated by reference into this Addendum Agreement (the “Sourcewell Agreement”); and

WHEREAS, pursuant to Section 22.3-302 (13) of the Alachua County Procurement Code, the procurement of the services to be provided by Contractor to the County pursuant to this Addendum are exempt from the County’s formal bidding and request for proposal processes; and

WHEREAS, the County and Contractor agree to the terms and conditions of the Sourcewell Agreement except as modified herein,

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereto do mutually agree as follows:

1. The recitals set forth above are true, correct, and are incorporated into and made part of this Addendum Agreement.
2. The Parties agree to be bound by the Sourcewell Agreement, except as provided in this Addendum Agreement.
3. The Parties agree to the following provisions

a. Term

- i. The Term of this Addendum Agreement is effective upon execution by

both Parties and continues through June 1, 2022. The County has the option of renewing this Addendum Agreement for additional terms coinciding with the any future amendments to the Sourcewell Agreement.

- ii. The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Therefore, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.

b. **Payment:**

- i. The County agrees to pay Contractor an annual amount that shall not exceed \$80,000.00 per fiscal year ("Annual Not To Exceed Amount") based on the number of units in use and the price schedule below. For the purposed of this Addendum Agreement, each fiscal year shall begin on October 1st and end on September 30th.

A. Services will include the following rented hardware and software licenses:

- a. 230 LMU 3030 with Core and engine diagnostics for light duty vehicles, 212 replacement LMUs and 18 new LMUs at \$15.00 per month each.
- b. 160 LMU 2830 with Core software for heavy duty truck and assets. 118 replacement LMUs and 42 new LMUs at \$18.00 per month each.
- c. All hardware will be 4G LTE. Hardware has a warranty for the duration of the Agreement, 2% spare parts include at no additional cost.
- d. Total cost shall be $230 \times \$15.00$ per month = \$3450.00 + $160 \times \$18.00$ per month = \$2880.00 for a monthly total of \$6,330.00

- B. The County reserves the right to increase or decrease the volume of equipment and request available upgrades to meet operational need. Increases in the volume of equipment or upgrades, that would cumulatively exceeds the Annua Not To Exceed Amount shall require an amendment to this Addendum Agreement that is in writing, approved by the Alachua County Board of County Commissioners, and executed by both Parties.

- ii. As a condition precedent for any payment, the Contractor shall submit monthly invoices to the County requesting payment for services properly rendered and expenses due. 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. 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, number of units in service. 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, all services provided have served a public purpose, all obligations of the Contractor covered by prior invoices have been paid in full, and 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. Contractor shall submit invoices to the County at the following address:

Alachua County Board of County Commissioners
Procurement
12 SE 1st Street
Gainesville, FL 32601

- iii. All applications for payment shall be processed and paid in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act"), and shall be remitted to:

Synovia Solutions LLC
PO Box 102359
Pasadena, CA 91189-2359

- c. **Ownership of Equipment.** 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.
- d. **Use, Maintenance, and Care of Equipment.** The County shall be entitled to the absolute right to the use, operation, possession, and control of the Equipment during the term of this Agreement, provided the County 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 County, its employees, or its agents. Except for the instance of misuse or negligence, Contractor 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.

e. **Location of Equipment.** The County 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 the County.

f. **Indemnification**

- i. To the maximum extent permitted by Florida law, Contractor shall indemnify and hold harmless the County and its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or anyone employed or utilized by Contractor in the performance of this Agreement. Contractor agrees that indemnification of the County shall extend to any and all Work performed by Contractor, its subcontractors, employees, agents, servants or assigns.
- ii. Contractor's obligation to indemnify under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.
- iii. This indemnification provision shall survive the termination of the Agreement between the County and Contractor.
- iv. In any and all claims against the County or any of its agents or employees by any employee of Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under workers' compensation acts, disability benefit acts or employee benefit acts.
- v. 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.
- vi. **Limitation of Liability.** Contractor's indemnification obligations under this Agreement including without limitation, Section 3f, shall, if covered by Contractor's insurance, not exceed Contractor's insurance coverage

therefor. In the event that there is no insurance coverage for the claim under Contractor's insurance policies, then Contractor's indemnification obligations shall not be limited or effected by said lack of insurance.

- g. **Notice.** Except as otherwise provided in this Addendum Agreement, all notices to be provided under this Addendum Agreement from either party to the other party must be by one of the following methods: (i) in writing and sent by certified mail, return receipt requested, (ii) by personal delivery with receipt, or (iii) via electronic mail. All notices shall be deemed two (2) business days after mailing, unless deliver is by personal deliver in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Contractor' and County's representatives are:

County:

Alachua County Board of County Commissioners
Procurement Division
12 SE 1st Street
Gainesville, FL 32601
Procurement@alachuacounty.us

Contractor:

Synovia Solutions
Attn: Customer Success
9190 Priority Way West Drive
Indianapolis, IN 46240
cthompson@CalAmp.com

With a copy to:

Synovia/CalAmp
Attn: Legal Department
15635 Alton Parkway, Suite 250
Irvine, CA 92618
legal@calamp.com

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

J.K. "Jess" Irby, Esq.
Clerk of the Court
12 SE 1st Street
Gainesville, FL 32602

ATTN: Finance and Accounting
crystal@alachuaclerk.org

- h. **Insurance:** During the term of this Addendum Contractor, when present in County facilities, will procure and maintain insurance of the types and in the minimum amounts detailed in **Attachment “A”** of this Addendum. A current Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **Attachment “A-1”**.
- i. **Governing Law and Venue.** This Agreement shall be governed in accordance with the laws of the State of Florida. Sole and exclusive venue for all actions arising under this Agreement shall be in the state court in Alachua County, Florida.
- j. **Project Records**

i. General Provisions

- A. 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 §119.011(12), Florida Statutes, or as otherwise provided by law.
- B. In accordance with §119.0701, Florida Statutes, Contractor, when acting on behalf of the County, as provided under 119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County’s custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, 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.
- C. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if Contractor does not transfer the records to the County.

ii. Confidential Information

- A. During the term of this Agreement, 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 §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 reasonable efforts to maintain the confidentiality of the information properly identified by Contractor.
 - B. The County shall promptly notify Contractor in writing of any request received by the County for disclosure of Contractor's Confidential Information and 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.
- iii. **Project Completion.** Upon completion of, or in the event this Agreement is terminated, Contractor, when acting on behalf of the County, as provided under §119.011(2), Florida Statutes, shall transfer, at no cost, to the County all public records in possession of Contractor or keep and maintain public records required by the County to perform the service. If Contractor transfers all public records to the County upon completion or termination of the agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon the completion or termination of the agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information

technology systems of the County.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTORS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY REPRESENTATIVE AT E-MAIL publicrecordsrequest@alachuacounty.us PHONE: (352) 264-6906 Address 12 SE 1st Street, Gainesville, FL 32601

4. **Electronic Signatures**: The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Agreement and shall provide the Professional with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature

5. This Addendum, when executed by both Parties, shall become binding on both Parties as an addendum and modification to the Sourcewell Agreement.

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

ALACHUA COUNTY, FLORIDA

By: _____
Ken Cornell, Chair, Alachua County Board of
County Commissioners
Date: _____

ATTEST:

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk
(SEAL)

DocuSigned by:
David Forziano
70E5E81DBE1E4D3...

Alachua County Attorney's Office

CONTRACTOR

Witness
By: *Ashley Gates*
Print: Ashley Gates
Title: VP of Sales, Public Sector

By: *Arym Diamond*
Print: Arym Diamond
Title: Chief Revenue Officer
Date: December 11, 2020

IF CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION.

Attachment A: 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 than \$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.

EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

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 All Coverages

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

SUBCONTRACTORS

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.

CERTIFICATE HOLDER:

Alachua County Board of County Commissioners

MAIL, EMAIL or FAX CERTIFICATES

Attachment A-1: Certificate of Insurance

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