



Board of Public Works and Safety

Agenda Item

Cover Sheet

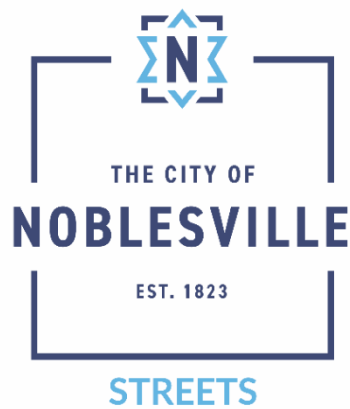
MEETING DATE: May 27, 2025

- ☐ Consent Agenda Item
- ☒ New Item for Discussion
- ☐ Previously Discussed Item
- ☐ Miscellaneous

ITEM #: 4

INITIATED BY: Jake Thompson

- ☒ Information Attached
- ☐ Verbal
- ☐ No Paperwork at Time of Packets



TO: BOARD OF PUBLIC WORKS AND SAFETY

FROM: JAKE THOMPSON, CHIEF OPERATOR

SUBJECT: SERVICE AGREEMENT FOR GPS IN UTILITY AND STREET VEHICLES

DATE: 05/6/25

I am requesting the Board of Public Works and Safety approve the service agreement with Argos Government Solutions. Earlier in the spring the street department received requests for proposals from several vendors (all attached) and after comparison we feel that Argos offers the options, we find most useful at the best cost.

I recommend the Board of Public Works approve the service contract with Argos Government Solutions. Please feel free to reach out if you have any questions. Thank you.



SERVICES AGREEMENT

This Services Agreement (hereinafter referred to as “Agreement”), entered into by and between the **City of Noblesville, Indiana, a municipal corporation** (hereinafter referred to as “City”) and **Argos Government Solutions**, hereinafter referred to as “Contractor”), and its successors and assigns, is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

SECTION I. INTERPRETATION AND INTENT

- 1.1 The “Agreement”, as referred to herein, shall mean this Agreement executed by City and Contractor, and shall include this Services Agreement and the **Exhibit A and B** attached hereto, and any written supplemental agreement or modification entered into between City and Contractor, in writing, after the date of this Agreement.
- 1.2 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between City and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by City or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both City and Contractor.
- 1.3 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Contractor or other rights or obligations of City or Contractor the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Contractor and affording the greater right or remedy to City, shall govern.
- 1.4 Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against City solely by virtue of City or City’s representatives having drafted all or any portion of this Agreement.
- 1.5 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

SECTION II. DUTIES OF CONTRACTOR

- 2.1 Contractor shall provide services as specified in **Exhibit A and B**, attached hereto and incorporated into this Agreement.

SECTION III. TERM

- 3.1 The term of this Agreement shall begin upon execution and terminate May 31st, 2028, (“Termination Date”) unless terminated earlier in accordance with this Agreement.

SECTION IV. COMPENSATION

- 4.1 Contractor proposes to furnish all labor, materials and supplies in accordance with the conditions of this Agreement necessary to complete the work as defined in **Exhibit A and Exhibit B**. Compensation shall not exceed Eighty Thousand Dollars (\$80,000).

- 4.2 Funding for a multi-year agreement is not guaranteed. All of the City's obligations under this Agreement shall be subject to annual appropriation and shall not constitute a general obligation or indebtedness of the City.

SECTION V. GENERAL PROVISIONS

- 5.1 Independent Contractor. The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of the City. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by City for any loss of any kind whatsoever. Contractor has no authority, express or implied, to bind or obligate City in any way.
- 5.2 Subcontracting.
- Approval required. The parties agree that Contractor shall not subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of City. In the event that City approves of any such subcontracting, assignment or delegation, Contractor shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. City shall have no obligation whatsoever toward such persons. Contractor shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Contractor of any responsibility for performing under this Agreement.
- 5.3 Necessary Documentation. N/A
- 5.4 Records; Audit. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Contractor shall make such materials available at its offices at all reasonable times during the Agreement period copies thereof, if requested, shall be furnished at no cost to City.
- 5.5 Ownership.
- 5.5.1 "Works" means works of authorship fixed in any tangible medium of expression by Contractor or its officers, employees, agents or subcontractors in the course of performing the services under this Agreement, including, but not limited to, computer programs, electronic art, computer generated art, notes, specifications, drawings, flow charts, memoranda, correspondence, records, notebooks, documentation, reports and charts, regardless of the medium in which they are fixed, and all copies thereof.
- 5.5.2 All Works made or created by Contractor, either solely or jointly with City, in the course of Contractor's performance of services under this Agreement shall be deemed to be works for hire and are and shall be the exclusive property of City. At City's request, Contractor will execute all documents reasonably required to

confirm or perfect ownership of such Works and any corresponding copyright rights in and to such Works in City. Without the prior written consent of City, Contractor shall not use, copy or prepare derivative works of the Works, or any parts of them, other than as related to the performance of this Agreement. During the performance of this Agreement, Contractor shall be responsible for loss or damage to the Works while they are in Contractor's possession or control. Any loss or damage shall be restored at Contractor's expense. City shall have free and unlimited access to the Works at all times and, upon demand, shall have the right to claim and take possession of the Works and all copies. Notwithstanding the foregoing, Contractor shall be entitled to retain a set of its work papers for archival purposes only, in accordance with applicable professional standards.

5.6 Insurance.

Minimum Insurance Requirements. Prior to commencing Work, the Contractor shall purchase and maintain from insurance companies lawfully authorized to do business in Indiana policies of insurance acceptable to the City, which afford the coverages set forth below. Insurance shall be written for not less than limits of liability specified or required by law, whichever coverage is greater, and shall include coverage for Contractor's indemnification obligations contained in this Agreement. Certificates of Insurance acceptable to the City shall be given to the City prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. Each policy must be endorsed to provide that the policy will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to the City; provided however that such policies may be cancelled with only ten (10) days' prior notice for non-payment of premium. The required coverages and limits which Contractor is required to obtain are as follows:

A. Commercial General Liability

Limits of Liability:	\$2,000,000 General Aggregate
	\$2,000,000 Products & Completed Ops.
	\$1,000,000 Bodily Injury / Prop. Damage
	\$1,000,000 Personal / Advertising Injury
	\$1,000,000 Each Occurrence

B. Auto Liability

Limits of Liability:	\$500,000 Per Accident
Coverage Details	All owned, non-owned, & hired vehicles

C. Workers Compensation and Employer's Liability

As required by Indiana law.

D. Professional/Errors & Omissions Liability

Limits of Liability	\$1,000,000 Each Occurrence
	\$2,000,000 Aggregate

All coverage provided above shall be endorsed to include the City as an additional insured except for the Worker's Compensation / Employer's Liability and Professional/Errors & Omissions policy.

5.7 Termination for Cause or Convenience.

- 5.7.1 If Contractor becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, then City may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Contractor shall be given (1) not less than ten (10) calendar days written notice of City's intent to terminate, and (2) an opportunity for consultation with City prior to termination. In determining the amount of final payment to be made to Contractor upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by City to be incurred by reason of Contractor's default.
- 5.7.2 This Agreement may be terminated in whole or in part in writing by City for City's convenience; provided that Contractor is given (1) not less than ten (10) calendar days written notice of intent to terminate and (2) an opportunity for consultation with City prior to termination. If City terminates for convenience, Contractor's compensation shall be equitably adjusted.
- 5.7.3 Upon receipt of notice of termination for default or for City's convenience, Contractor shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to City all Works and such other information, materials or documents as may have been accumulated by Contractor in performing this Agreement, whether completed or in process.
- 5.7.4 If, after termination for Contractor's default, it is determined that Contractor was not in default, the termination shall be deemed to have been made for the convenience of City. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Section 5.7.1 and the recovery of such price adjustment shall be Contractor's sole remedy and recovery.

- 5.8 Termination for Failure of Funding. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by City are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then City shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance this Agreement

shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. City agrees that it will make its best efforts to obtain sufficient funds, including but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.

- 5.9 Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and its board, agents and employees of any of them (“Indemnitees”) from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees and court costs and other expenses, arising out of or resulting from any negligent acts, errors, or omissions of the Work. The Contractor’s indemnification under this Section shall survive both final payment and the termination of this Agreement.
- 5.10 Notice. Any notice required to be sent under this Agreement shall be sent by internationally recognized overnight courier, certified mail, or other delivery method which provides confirmation of receipt and shall be directed to the persons and addresses specified below (or such other persons and/or addresses as any party may indicate by giving notice to the other party):

To Contractor:
Argos Government Solutions
Attn: Scott VanMeter
4122 Heywood Place
Indianapolis, IN 46250

To City:
City of Noblesville
Attn: Patty Johnson
1575 Pleasant Street
Noblesville, IN 46060

Courtesy Copy:
City Attorney
16 S. 10th Street
Noblesville, IN 46060

- 5.11 Disputes. Contractor shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with City. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and City may otherwise agree in writing. Should Contractor fail to continue to perform its responsibilities as regards all non-disputed work without delay, any additional costs incurred by City or Contractor as a result of such failure to proceed shall be borne by Contractor, and Contractor shall make no claim against the City for such costs. City may withhold payments on disputed items pending resolution of the dispute.
- 5.12 Non-discrimination. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. The Contractor will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

5.13 Conflict of Interest.

5.13.1 Contractor certifies and warrants to City that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with City.

5.13.2 For purposes of compliance with IC 36-1-21, Contractor certifies and warrants to City that Contractor, or a person who wholly or partially owns Contractor, is not a relative, as that term is defined by IC 36-1-21-3, of an elected official of Noblesville, Indiana.

5.14 Non-contingent Fees. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty City shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

5.15 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of fire, explosion, power blackout, natural disaster, strike, embargo, labor disputes, war, terrorism, acts of God, acts or decrees of governmental bodies or other causes beyond such party's reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

5.16 Applicable Laws; Forum.

5.16.1 Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by City and Contractor to determine whether the provisions of the Agreement require formal modification.

5.16.2 This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinance or Codes of the City of Noblesville, County of Hamilton. Suit, if any, shall be brought in the State of Indiana, County of Hamilton.

- 5.17 Waiver. City's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of City's rights or remedies.
- 5.18 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.
- 5.19 Attorneys' Fees. Contractor shall be liable to City for reasonable attorneys' fees incurred by City in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor, or from Contractor's failure to fulfill any provisions or responsibility provided herein.
- 5.20 Successors and Assigns. City and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign, sublet or transfer its interest in this Agreement without the written consent of City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of City or the Contractor.
- 5.21 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for Contractor represents that he/she has been duly authorized to execute agreements on behalf of Contractor and has obtained all necessary or applicable approval from the home office of Contractor to make this Agreement fully binding upon Contractor when his/her signature is affixed and accepted by City.
- 5.22 Debarment and Suspension
- 5.22.1 Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Contractor.
- 5.22.2 Contractor certifies, by entering into this Agreement, that it does not engage in investment activities in Iran as more particularly described in IC 5-22-16.5.
- 5.22.3 Contractor shall provide immediate written notice to City if, at any time after entering into this Agreement, Contractor learns that its certifications were erroneous when submitted, or Contractor is debarred, suspended, proposed for debarment, declared ineligible, has been included on a list or received notice of intent to include on a list created pursuant to IC 5-22-16.5, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program.

Any such event shall be cause for termination of this Agreement as provided herein.

5.22.4 Contractor shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana.

5.23 Compliance With E-Verify Program. Pursuant to IC 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program (“Program”). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

5.23.1 Contractor and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Contractor or its subcontractor subsequently learns is an unauthorized alien. If Contractor violates this Section 5.23, City shall require Contractor to remedy the violation not later than thirty (30) days after City notifies Contractor. If Contractor fails to remedy the violation within the thirty (30) day period, City shall terminate the contract for breach of contract. If City terminates the contract, Contractor shall, in addition to any other contractual remedies, be liable to City for actual damages. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if Contractor verified the work eligibility status of the employee through the Program.

5.23.2 If Contractor employs or contracts with an unauthorized alien but City determines that terminating the contract would be detrimental to the public interest or public property, City may allow the contract to remain in effect until City procures a new contractor.

5.23.3 Contractor shall, prior to performing any work, require each subcontractor to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Contractor determines that a subcontractor is in violation of this Section 5.23, Contractor may terminate its contract with the subcontractor for such violation.

5.23.4 Pursuant to IC 22-5-1.7 a fully executed affidavit affirming that the business entity does not knowingly employ an unauthorized alien and confirming Contractors enrollment in the Program, unless the Program no longer exists, shall be filed with City prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is filed with the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

Argos Government, LLC (“Contractor”)

By: Bobby Humphrey

Date: 05/08/2025

Printed: Bobby Humphrey

Title: CEO

Approved by the Board of Public Works and Safety of the City of Noblesville this _____
day of _____ 202__.

JACK MARTIN, PRESIDENT

JOHN DITSLEAR, MEMBER

LAURIE DYER, MEMBER

ROBERT J. ELMER, MEMBER

RICK L. TAYLOR, MEMBER

ATTEST:

EVELYN L. LEES, CLERK
CITY OF NOBLESVILLE, INDIANA

E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into a contract with the City is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

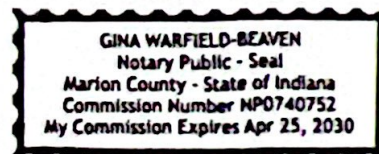
The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the City, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

(Contractor): Argos Government, LLC
By (Written Signature): Bobby H. p. V
(Printed Name): Bobby Humphrey
(Title): CEO

Important - Notary Signature and Seal Required in the Space Below

STATE OF INDIANA
COUNTY OF MARION

SS:



Subscribed and sworn to before me this 8th day of MAY,
2025.

My commission expires: APRIL 25, 2030 (Signed) Gina Warfield-Beaven

a. Residing in MARION County, State of INDIANA

APPENDIX A FEE SCHEDULE

ALL FEES SET FORTH IN THIS APPENDIX A ARE CUMULATIVE UNLESS OTHERWISE INDICATED.

MONTHLY SERVICE FEES

Services	Fee Amount	Fee Basis	Fee Start Date
Monthly Service: <input checked="" type="checkbox"/> Geotab GO9 GPS Go Plan <input checked="" type="checkbox"/> VT Camera Plan	\$16.50/mo \$18.00/mo	Per Device each month	Fee for a Device commences as of the first day of the month during which the Services are first provided for the Device, which shall be no later than thirty (30) days after the Device has been shipped to the Client provided point of contact.
Add Ons: <input checked="" type="checkbox"/> Public Works Plan	Included in Monthly Geotab Price		Installation approved to begin in May, with monthly service not being billed until June 1, 2025

Device and Accessory HARDWARE FEES – One Time Fees Per Order

Device	Fee Amount	Quantity	Fee Start Date
Geotab GO9 Telematics Device	\$0.00	Per Order	6/1/25 or upon installation
Light/Medium/Heavy Duty Y Harness	\$0.00	Per Order	6/1/25 or upon installation
VT3600 Road Facing Dashcam with rear camera	\$0.00	Per Order	6/1/25 or upon installation
NFC iOX Reader – includes tag reader and bracket	\$55.00	Per Order	As Invoiced – One time Fee
NFC Driver ID Tag/Sticker – BAG OF 20 Tags	\$44.00	Per Order	As Invoiced – One time Fee

Additional Device and HARDWARE FEES – One Time Fees Per Order - Optional

Device	Fee Amount	Quantity	Fee Start Date
IOX-WORKS – For collecting Spreader Data	\$126.72	Per Order	As Invoiced – One time Fee

Installation Information – One-Time Fees Per Order

Device	Fee Amount	Quantity	Fee Start Date
Geotab GO9 Telematics Installation	\$0.00	Per Order	Included
NFC IOX Reader	\$30.00/vehicle	Per Order	As Invoiced – One time Fee
Road Facing Cam and Rear Cam Installation	\$550.00/vehicle	Per Order	As Invoiced – One time Fee
Winter Operations Bundle (Includes Spreader controller, one external sensor)	\$300.00	Per Order	As Invoiced – One time Fee

APPENDIX A - Additional Information

Information	Terms	Details
Early Termination Fee	12 Months	\$100 Early Termination Fee for any Geotab device that is cancelled within 12 months of activation
Device Warranty	Lifetime	Client is responsible for alerting Argos to process warranty claims. Physical damage, liquid damage, or lost device is not covered under warranty
Help Desk Services – Tier 1 & 2 Premium Support	24/7/365	Live Chat, Web Form, and Phone Support directly from Geotab and Argos.
Online/Phone Training	Included	Personalized Web Training Sessions. Dedicated team will schedule personalized training sessions.

APPENDIX B

Telematics Service Agreement

This Telematics Services Agreement (the "Agreement"), dated 5/27/25 (the "Effective Date"), is entered into by and between Argos Government, a Indiana Limited Liability Company located at 4122 Heyward Pl, Indianapolis, IN 46250 ("Argos") and City of Noblesville located at 1575 Pleasant Street, Noblesville, IN 46060 ("Client"). Argos and Client are referred to in this Agreement, individually as a "Party," and collectively as the "Parties."

WHEREAS, Argos is a reseller of Geotab telematics devices, their third-party wireless services, and data collection, monitoring, and tracking applications (together with their suppliers "Geotab"); and

WHEREAS, Client desires to purchase telematics devices and subscribe to the related third-party services in accordance with the terms and conditions set forth in this Agreement and the various third-party terms, conditions, and agreements.

NOW THEREFORE, in consideration of the foregoing promises and covenants set forth below, and other good and valuable consideration, the Parties agree as follows:

1. TELEMATICS DEVICES

1.1 Purchase and Delivery. Client shall purchase from Argos the Geotab telematics devices more specifically described in Appendix A (the "Devices"). Argos shall order from Geotab and have shipped directly to an address of Client's designation the quantity of Devices and Harnesses listed on Appendix A. Additional Devices may be ordered through purchase orders with Argos. Argos will not cancel, refund, or issue credits after a purchase order is signed and submitted. When delivered, the Devices will satisfy the product specifications as described by Geotab's respective specification sheet found on their website:

<https://www.geotab.com/documentation/go9-device-install/>

1.2 Installation and Removal. Argos shall provide installation and activation support to Client consisting of (a) self-installation guides and support or (b) coordination with a Geotab-certified and approved installation vendor, whenever possible. If professional installation is selected, it will be completed by **Orbital Installation Technologies**, located at **9750 E 150th St, Unit 1200, Noblesville, IN 46060**, unless otherwise agreed upon in writing. Client shall be liable for all installation costs and expenses. Except as explicitly provided herein, replacement of a Device shall be at the cost and expense of Client. In the event of any sale, surrender, or other disposition of any vehicle or Device, or termination of Client's right to use a vehicle, Client shall immediately notify Argos.

2. FEES AND INVOICING

Client agrees to pay Argos the fees set forth in Appendix A (the "Fees") in accordance with the terms therein and below. Client shall be responsible for all sales, use and other applicable taxes. Client is solely responsible for payment of any and all third-party fees required to use the Devices, software,

and Services herein. The fees set forth herein may include an amount that Argos retains for rebillers' services rendered and volume discounts received from third parties, including Geotab.

Argos will invoice client for the devices and services on the days and intervals listed on Appendix A. Client shall pay all invoices within thirty (30) days of the invoice date. Failure to pay an invoice when due may result in late fees of 1.5% per month (18% per annum, compounded monthly). Client shall be responsible for any collection costs, expenses, or reasonable attorney's fees incurred by Argos in the collecting of any amounts owed under this Agreement.

Notwithstanding the foregoing, if Customer fails to pay any amounts due under this Service Agreement or is otherwise in breach of any provision hereof, Argos may, in its sole discretion, (i) without notice, terminate or suspend the Geotab Service and this Service Agreement immediately and receive from Customer all amounts due under this Service Agreement plus all costs of collection and/or (ii) pursue any other remedy at law or in equity.

3. DEVICE WARRANTY

3.1 Warranty. Each Device (excluding beta, test, or demonstration versions) will perform in accordance with the product specifications issued for the Device subject to the limitations and conditions set forth in Geotab's product specifications available on their website, and when used in accordance with Geotab's documentation and specifications. Except for any indemnity offered by Geotab herein, this is your sole and exclusive remedy for claims.

3.2 Warranty Period. The Warranty Period for any Geotab Device is Lifetime, commencing on the activation date unless otherwise noted. Client is solely responsible for notifying Argos of a warranty claim or concern within the Warranty Period for any particular Device. Physical or liquid damage is not covered under warranty, nor are lost devices.

3.3 Replacement and Repair Process. Once Argos is notified of a warranty claim it will submit a support ticket to Geotab to initiate the warranty process. Client agrees to cooperate in the troubleshooting of the Device issue with Geotab support and Argos. In accordance with Geotab's applicable return policies and procedures, Geotab will make commercially reasonable efforts to repair or replace such Device or correct any material defects in software and services. Geotab reserves the right to replace any Device or software with a more current version or model in Geotab's sole discretion. Geotab also reserves the right to charge return shipping and a service fee if it determines that the warranty claim was not justified. In the event Geotab determines Client tampering occurred and a Device malfunction was not the result of a faulty install, Client is responsible for all costs associated with the return, shipping, reinstallation and replacement of the Device onto the vehicle.

3.4 To the extent Argos receives any warranties or indemnities from third-party Installers, Argos hereby assigns to Client those rights.

4. SOFTWARE AND WIRELESS SERVICES

4.1 Monthly Services. Client shall pay Argos, at the rates specified in Appendix A, for the following services: (a) technical support; (b) Device order management; (c) activation management; (d) warranty and training support; (e) program execution management; (f) access to Geotab software and reports, if applicable; and (g) wireless services (all together the "Services").

4.2 Argos Rights. Argos and Geotab shall have access to and the right to collect, use, and copy any and all data generated by any vehicles, and any data and information generated in connection with any Client-authorized Device, in order to provide and enhance the Device, software, and Services (including troubleshooting and improvement) and any other services Argos provides to Client. In addition to the telematics services, Client desires and acknowledges that Argos may use the data to enhance the delivery of other fleet management products and services to which Client subscribes. Argos and Geotab may also compile, store, use, exploit, modify, transfer, or disclose the data and vehicle information for any purpose, irrevocably and in perpetuity, as follows: (i) the data and information will not be identifiable to Client; and (ii) the data and information will be aggregated with that of other telematics clients. Argos and Geotab will not attempt to disaggregate the data or re-associate it with a Device without Client's consent, or unless legally compelled to do so.

5. CLIENT ACKNOWLEDGEMENTS. Client acknowledges and agrees to each of the following:

- 5.1.1 Argos, Geotab, or other suppliers own all their copyrights, trademarks, service marks, patents, trade secrets and other proprietary and/or property rights in and comprising the Services and Devices, including the reports, any telematics websites, the software and related applications, the data generated by vehicles, the Devices, and any related documentation provided in conjunction with the Services or the Devices, including all modifications or improvements to any of the foregoing, and regardless of whether such items or services were created for or suggested by Client. Intellectual property and other proprietary rights with respect to the Devices, software, and Services may be governed by the then-current end user license agreements applicable thereto. The software and hardware may contain technological measures designed to prevent illegal usage of software or other violations of this Agreement, Geotab's end user agreement, or applicable law. Client agrees not to circumvent or attempt to circumvent such measures.
- 5.1.2 Argos is not the manufacturer of the Devices or the provider of the Services or software; the software or Service providers may provide over-the-air (OTA) firmware updates for Devices and/or modify Devices and software capabilities without notice.
- 5.1.3 The Devices may rely upon communication networks including wireless, satellite, or other forms of network connectivity and, as such, must be correctly installed in order to function properly, and may not be able to collect or transmit data in restricted and enclosed areas (such as parking garages) or once a vehicle travels beyond a certain range; further, that Devices may work with existing networks only (e.g. GPRS and EDGE networks), and if a carrier retires or discontinues the networks, Devices may no longer operate.
- 5.1.4 The collection, delivery and accuracy of data may be dependent upon the Devices, software, third-party databases (such as national road speeds), OEM engine computer modules, and/or network connectivity which each may, at times, contain technical inaccuracies or errors, may be changed or updated by Geotab or a third-party provider without notice, and may be unavailable or inoperative due to conditions beyond Argos or Geotab's reasonable control; further, compatibility associated with any third-party wireless network provider may not be guaranteed; Argos is reliant on such providers in order to obtain data from Geotab.

- 5.1.5 Argos is not the originator of any data and is entitled to rely upon the data as it is received from Geotab and the Device.
- 5.1.6 Neither the Device, the Services, nor any software will prevent or detect all vehicle problems, and Argos does not guaranty that the use of any Device, Services or software will prevent or reduce the likelihood of bodily injury or property damage as a result of vehicle-related accidents.
- 5.1.7 Argos ability to perform this Agreement may be dependent upon timely performance of Client's, drivers', Geotab's, third-party installers', and other obligations and commitments, and any delays resulting from untimely performance by such parties will not be attributable to Argos.
- 5.1.8 Any third-party installers of the Devices or software remain responsible for the scheduling of installation services, not Argos.
- 5.1.9 Software used in connection with the Services may be controlled by U.S. and/or Canadian export control laws. Further transfer or export of the software may be subject to U.S. export control laws or similar laws of other countries. Client will abide by such laws and will not re-export or divert the software to a country or activity in contravention of U.S. and other applicable law.

6. WARRANTY DISCLAIMER. ARGOS AND GEOTAB DO NOT REPRESENT OR WARRANT THAT THE PRODUCTS AND SERVICES WILL MEET CLIENT'S BUSINESS OR OTHER REQUIREMENTS, OR THAT THE PRODUCTS AND SERVICES WILL BE ERROR-FREE, VIRUS-FREE, OR THAT THE RESULTS OBTAINED FROM THEIR USE WILL BE RELIABLE, ACCURATE, OR CURRENT. ARGOS AND GEOTAB DO NOT WARRANT THAT THE RECEIPT OF DATA FROM DEVICES WILL BE UNINTERRUPTED OR THAT ACCESS TO DATA WILL ALWAYS BE TIMELY, NOR DO THEY GUARANTEE THAT CLIENT VEHICLES WILL NOT BREAK DOWN OR SUFFER ADVERSE EFFECTS FROM THE DEVICES, SOFTWARE, AND SERVICES. THE DEVICES, SOFTWARE, AND SERVICES ARE PROVIDED BY ARGOS AND GEOTAB ON AN "AS-IS" BASIS. EXCEPT AS SET FORTH HEREIN, ARGOS AND GEOTAB DO NOT PROVIDE, AND CLIENT EXPRESSLY WAIVES, ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE DEVICES, SERVICES, SOFTWARE, DATA (INCLUDING ITS ACCURACY AND AVAILABILITY), OR ANY INDIVIDUAL COMPONENTS THEREOF. THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT OR QUIET POSSESSION, AND THOSE ARISING IN LAW OR STATUTE, OR FROM A COURSE OF TRADE OR DEALING, ARE EXPRESSLY DISCLAIMED.

7. TERMINATION

The term of this Agreement shall be thirty-six (36) months from the Effective Date. Either Party may terminate this Agreement upon six-month notice to the other Party prior to the end of the term or any renewal thereof. If a Termination Event (as defined below) occurs less than twelve (12) months after Services commence for a vehicle, Client will pay Argos an early termination fee for that vehicle in accordance with Appendix A (the "Early Termination Fee"). A "Termination Event" is defined as the occurrence of any of the following events: (i) Argos's receipt of a Client sale notice (or notice of

surrender or other disposition) for the vehicle in which the Services are provided, (ii) a written request from Client to Argos to terminate Services on a vehicle or specific Device, or (iii) Client ceases using the Services or Device in accordance with the terms of this Agreement. If a Device is being transferred between vehicles, Argos will waive Early Termination Fees. Argos will bill Early Termination Fees in the billing cycle immediately following the Termination Event or transfer.

8. GENERAL PROVISIONS

8.1 Client Communication. Client will provide to Argos a single point of contact for all implementation, steady state, management change, and continual improvement communications. Client's single point of contact is responsible for communicating telematics information to internal Client resources, managers, and drivers as necessary, and any Argos obligation to communicate information to Client is met by communicating information to the single point of contact.


8.2 Cooperation. Client will cooperate with Argos and will cause its employees, contractors, and agents to cooperate with Argos and Geotab as necessary to meet their obligations hereunder. Client will not engage in any activity that interferes with or disrupts the Services or any software, network, or other device used to provide the Services.

8.3 Third Party Beneficiary. Client agrees that Geotab is an intended third-party beneficiary of these terms.

8.4 Governing Law. This Agreement shall be interpreted under the laws of the State of Indiana, without giving effect to its conflict of laws provision. Any action or litigation of any kind whatsoever in connection with this Agreement shall be adjudicated in a court of competent jurisdiction located in Indiana. The Client hereby consents to the jurisdiction of such courts and to service of process by any means authorized by Indiana or Federal law and hereby waive the right to transfer the venue of any such litigation or action.

8.5 End User Agreement Client's purchase and use of the data, Devices, Services, and software is subject to further Geotab terms, available at: <https://my.geotab.com/eula.html>, and Client's execution of this Agreement constitutes Client's acceptance of the additional terms. Argos and Geotab reserve the right to modify these additional terms from time to time, with or without express notice to Client.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives and effective as of the date first above written.

Argos Government, LLC			
Signature:		Signature:	
Print name:	Bobby Humphrey	Date:	05/08/2025
Print name:		Date:	
Print signor's title:	CEO	Print signor's title:	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/05/2025

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 have **ADDITIONAL INSURED** provisions or 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 Parker Group 2222 W 8th Street Bedford IN 47421	CONTACT NAME: Holly McBride PHONE (A/C, No, Ext): (812) 275-5921 FAX (A/C, No): E-MAIL ADDRESS: hmcbride@parkergruppindiana.com
INSURED ARGOS CONNECTED SOLUTIONS LLC ARGOS GOVERNMENT LLC 4122 HEYWARD PL INDIANAPOLIS IN 46250-4254	INSURER(S) AFFORDING COVERAGE INSURER A: Selective Ins Co of South Carolina INSURER B: Selective Ins Co of Southeast INSURER C: Beazley Insurance Company, Inc. INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** CL2541162880**REVISION NUMBER:**

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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			S 2456066	06/01/2025	06/01/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			S 2456066	06/01/2025	06/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$			S 2456066	06/01/2025	06/01/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	WC 9087963	06/01/2025	06/01/2026	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			V3596C240201	08/18/2024	08/18/2025	Occurrence 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured status applies to General Liability (Including Ongoing Operations) and automobile liability coverage on a Primary & Non-Contributory Basis where required by written contract subject to policy terms, conditions & exclusions per attached forms. Waiver of Subrogation applies to General Liability coverage where required by written contract subject to policy terms, conditions & exclusions per attached forms.
30-DNOC to apply to (list endorsed policy). Cancellation for non-payment of premium will follow state statute.

CERTIFICATE HOLDER**CANCELLATION**

City of Noblesville, Indiana 16 S. 10th Street Noblesville IN 46060	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
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PURCHASE ORDER
CITY OF NOBLESVILLE
16 SOUTH 10TH STREET STE 270

PAGE: 1

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 0031216070010

FEDERAL EXCISE TAX EXEMPT
356001141

NOBLESVILLE IN 46060
PHONE: 317-776-6328
FAX: 317-776-6369

PURCHASE ORDER NO. 250186

THIS NUMBER MUST APPEAR ON INVOICES, A/P
VOUCHER, DELIVERY MEMO, PACKING SLIPS,
SHIPPING LABELS AND ANY CORRESPONDENCE.

SHIP TO:**TO**

VENDOR # 731
ARGOS GOVERNMENT SOLUTIONS
4122 HEYWOOD PLACE
INDIANAPOLIS IN 46250

ATTN:

DATE 05/07/2025		DEPARTMENT STR/MAINT&ADMIN 025		SHIP TO ARRIVE BY		
APPROPRIATION NUMBER	QUANTITY	UNIT	DESCRIPTION	PROJECT #	UNIT PRICE	AMOUNT
101025314.100	1.0		GPS EQUIPMENT AND SOFTWARE		21265.00	21265.00

SHIP VIA	TOTAL 21265.00
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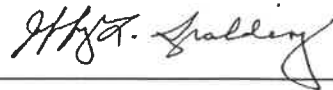
SHIPPING INSTRUCTIONS

- * SHIP PREPAID
- * C.O.D. SHIPMENTS CANNOT BE ACCEPTED
- * PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABELS.
- * THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945 AND ACTS AMENDATORY THEREOF AND SUPPLEMENTAL THERETO.

PAYMENT

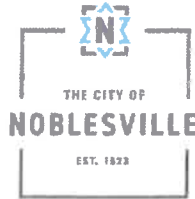
- * A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN AFFIDAVIT ATTACHED.
- * I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY



TITLE

CONTROLLER



FINANCE & ACCOUNTING

Funding Verification/Encumbrance Request Form

Date to be submitted to BoW/Park Board: 5/27/25 (put N/A if not submitting to BoW/Park Board)

Vendor name: Argos Government Solutions 781

Vendor Address: 4122 Heywood Place, Indianapolis, IN 46250

Brief description of purchase: GPS Equipment and Software

Source of Funding:

- ☒ Current Year Operational Budget
☐ Subsequent Year Operational Budget¹
☐ Funding not yet finalized (attach explanation)²
☐ Loan or debt proceeds
☐ Non-Appropriated Fund³

Fund #	101
Department #	025
Project # (NA if no project #)	N/A
Expense Object #	Amount
#1	314.100 \$ 21,265.00
#2	
#3	

1) This option may only be selected AFTER the adoption of the subsequent year budget. OFA will create a PO after the start of the next year. If contract details change in between form submission and the start of the year, contact OFA Staff.

2) This option may only be selected in unusual circumstances. An additional FVF will need to be submitted to OFA once funding source has been determined. OFA will not create a PO until this follow-up form has been submitted.

3) These funds are not appropriated through the annual budget process. They include but are not limited to grant funds and impact fee funds.

Are you requesting that a Purchase Order (PO) be created for this expenditure?

- ☒ Yes Select for all purchases/contracts that will not be paid immediately
☐ No Select ONLY if department plans to initiate payment immediately

Additional Comments: _____

The Department certifies that sufficient appropriation authority exists in the stated fund and expense series to obligate the expense for future payment.

Department Director

(Signature)

Patty Johnson

(Printed Name)

5/6/25

(Date)

Please email completed form to OFAbudget@noblesville.in.gov

FOR OFFICE OF FINANCE AND ACCOUNTING USE ONLY

OFA Action Taken

- ☒ Purchase Order Created
☐ Reviewed Availability of funds (Contract/Purchase of over \$50k or paid with debt proceeds only)

PO # (if applicable): 250186

OFA Signature

Caetlin Keener

- ☐ No Action Taken (Department should still include this form in purchase/contract approval submission)

Comments: _____

Initials: aa

Date: 5/7/25