

# Attachment A

**COUNTY OF MONTEREY STANDARD AGREEMENT**

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

TT FASTER LLC

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

**1.0 GENERAL DESCRIPTION:**

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

**Provide:** Turn-key fleet management operations system software web hosting and maintenance support services.

**2.0 PAYMENT PROVISIONS:**

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ **171,713.84**

**3.0 TERM OF AGREEMENT:**

**3.01** The term of this Agreement is from June 1, 2023 to June 30, 2025, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

**3.02** The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

**4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:**

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A Scope of Services/Payment Provisions**

**Exhibit B Other:** FASTER Software Upgrades and Support Description of Services and Procedures

**5.0 PERFORMANCE STANDARDS:**

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

**6.0 PAYMENT CONDITIONS:**

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

**7.0 TERMINATION:**

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least ninety (90) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.  
County cannot pro-rate amounts due.

~~7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.~~

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR’s duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

**Commercial General Liability Insurance:** including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Requestor must check the appropriate Automobile Insurance Threshold:**

Requestor must check the appropriate box.

**Agreement Under \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

**Agreement Over \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Workers’ Compensation Insurance:** if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer’s Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

*(Note: any proposed modifications to these workers’ compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Professional Liability Insurance:** if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a “claims-made” basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail

coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

#### 9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

**Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds** with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of

this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

**10.0 RECORDS AND CONFIDENTIALITY:**

10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

DS DS  
MS kl

Contractor Initials

County Initials

10.5 ~~**Royalties and Inventions:** County shall have a royalty free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.~~

**11.0 NON-DISCRIMINATION:**

11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

**12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:**

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR. No state or federal funds are used in this agreement.

**13.0 COMPLIANCE WITH APPLICABLE LAWS:**

13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

**14.0 INDEPENDENT CONTRACTOR:**

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

**15.0 NOTICES:**

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

| <b>FOR COUNTY:</b>                                       | <b>FOR CONTRACTOR:</b>   |
|--|--|
| Debra R. Wilson, PhD<br>CONTRACTS AND PURCHASING OFFICER | Sue Smith, Finance Director  |
| Name and Title   | Name and Title   |
| 1488 Schilling Place, Salinas, CA 93901                  | TT FASTER LLC<br>760 Lynnhaven Pkwy, Suite 203, Virginia Beach, VA 23452 |
| Address  | Address  |
| (831) 755-4995   | (757) 623-1700, X 2020   |
| Phone:   | Phone:   |

**16.0 MISCELLANEOUS PROVISIONS.**

- 16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

- 16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

## 17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

- 17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this

Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

**17.2 Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

**17.3 Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

\*\*\*\*\* THIS SECTION INTENTIONALLY LEFT BLANK \*\*\*\*\*

**18.0 SIGNATURE PAGE.**

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

**COUNTY OF MONTEREY**

By: \_\_\_\_\_  
 Contracts/Purchasing Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Department Head (if applicable)

Date: \_\_\_\_\_

Approved as to Form  
County Counsel  
Leslie J. Girard, County Counsel

By: *DocuSigned by:*  
*Michael J. Whilden*  
 \_\_\_\_\_  
 Office of the County Counsel

Date: 7/6/2023 | 4:29 PM PDT

Approved as to Fiscal Provisions

By: *DocuSigned by:*  
*Patricia Ruiz*  
 \_\_\_\_\_  
 Auditor/Controller

Date: 7/7/2023 | 12:07 PM PDT

By: \_\_\_\_\_  
 Risk Management

Date: \_\_\_\_\_

**CONTRACTOR**

TT FASTER LLC

By: \_\_\_\_\_  
 Contractor/Business Name \*  
*Mitch Skyer*  
 \_\_\_\_\_  
 (Signature of Chair, President, or Vice-President)  
 Mitch Skyer, President

Date: \_\_\_\_\_  
 Name and Title  
 7/6/2023 | 8:34 AM PDT

By: *DocuSigned by:*  
*Kris Laseter*  
 \_\_\_\_\_  
 (Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Date: \_\_\_\_\_  
 Name and Title  
 7/6/2023 | 8:38 AM PDT

Kris Laseter, COO

County Board of Supervisors' Agreement No. \_\_\_\_\_ approved on \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

<sup>1</sup>Approval by County Counsel is required

<sup>2</sup>Approval by Auditor-Controller is required

<sup>3</sup>Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

## EXHIBIT A

**To Agreement by and between  
County of Monterey, hereinafter referred to as “County”  
AND  
TT FASTER LLC, hereinafter referred to as “CONTRACTOR”**

### Scope of Services / Payment Provisions

#### A. SCOPE OF SERVICES

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

##### 1. CONTRACTOR’s Minimum Work Performance Percentage.

1.1. CONTRACTOR shall perform with his own organization AGREEMENT work amounting to not less than fifty percent (50%) of the original total AGREEMENT price. CONTRACTOR shall not assign, subcontract, sell, or otherwise transfer its interest or obligations in this AGREEMENT without the prior written consent of County.

##### 2. CONTRACTOR shall provide Turn-Key Fleet Management Operations System Software Web Hosting and Maintenance Support Services, to include the following Software Upgrades and Support:

2.1. Upgrades to the Commercial Off the Shelf (COTS) software and Custom software listed in Section 3 of Exhibit B (*FASTER* Software Upgrades and Support Description of Services and Procedures to County’s Agreement with TT FASTER LLC) to the AGREEMENT.

2.2. Correction of defects to keep the software in conformance with the applicable user documentation as noted in Section 4 of Exhibit B (*FASTER* Software Upgrades and Support Description of Services and Procedures to County’s Agreement with TT FASTER LLC) to the AGREEMENT.

2.3. Telephone support listed in Section 5 of Exhibit B (*FASTER* Software Upgrades and Support Description of Services and Procedures to County’s Agreement with TT FASTER LLC) to the AGREEMENT.

#### B. PAYMENT PROVISIONS

##### B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$171,713.84 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Exhibit A – Scope of Services/Payment Provisions  
TT FASTER LLC

Turn-Key Fleet Management Operations System Software  
Web Hosting and Maintenance Support Services  
Public Works, Facilities and Parks

| <b>FASTER Web Annual Upgrades &amp; Support<br/>FASTER Fleet Maintenance Software Site License</b> |                              |  |                     |
|--|------------------------------|--|---------------------|
| <b>Annual Fees</b>   |                              |  |                     |
| <b>Category</b>  | <b>Products and Services</b> | <b>Description</b>   | <b>Cost</b>         |
| Support and Maintenance / Support  | FASTER Web Support           | Manufacturer: FASTER for services from June 1, 2023 to May 31, 2024  | \$ 81,156.60        |
| Support and Maintenance / Support  | FASTER Web Support           | Manufacturer: FASTER for services from June 1, 2024 to June 30, 2025 | \$ 90,557.24        |
| <b>Total Annual Support and Maintenance June 1, 2023 to June 30, 2025</b>                          |                              |  | <b>\$171,713.84</b> |

No travel reimbursement shall be allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to any other client for the same services performed by the same individuals.

## **B.2 CONTRACTORS BILLING PROCEDURES**

CONTRACTOR SHALL verify project invoices to ensure proper accounting of project charges.

Invoices under this Agreement shall be submitted annually one month prior to the start of new service periods of June 1, 2023 to May 31, 2024 and June 1, 2024 to June 30, 2025 and promptly, and in accordance with Paragraph 6.0, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number, services and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to [PWFP-Finance-AP@co.monterey.ca.us](mailto:PWFP-Finance-AP@co.monterey.ca.us).

County of Monterey  
Department of Public Works, Facilities and Parks (PWFP) – Finance Division  
1441 Schilling Place, South 2nd Floor  
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the PWFP Finance Division at (831) 755-4800 or by emailing to: [PWFP-Finance-AP@co.monterey.ca.us](mailto:PWFP-Finance-AP@co.monterey.ca.us).

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

Exhibit A – Scope of Services/Payment Provisions  
TT FASTER LLC

Turn-Key Fleet Management Operations System Software  
Web Hosting and Maintenance Support Services

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

**DISALLOWED COSTS:** CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

## EXHIBIT B

To Agreement by and between

County of Monterey, hereinafter referred to as “County”

AND

TT FASTER LLC, hereinafter referred to as “FASTER”

### ***FASTER Software Upgrades and Support Description of Services and Procedures***

1. **Scope:** Software Upgrades and Support will consist of: (i) Upgrades to the Commercial Off the Shelf (COTS) software and Custom software listed in Section 3 (ii) Correction of defects to keep the software in conformance with the applicable user documentation as noted in Section 4 and (iii) Telephone support listed in Section 5

Support will not include: (i) set-up, installation, or configuration of hardware and software required for the County to access the FASTER software unless a separate hosting or Software as a Service (SaaS) addendum is included in this Agreement.

2. **Representative:** County will identify both a Representative and an alternate to be designated as *FASTER's* contact(s) for communicating with *FASTER* concerning Support, making other requests, or providing notice under this Agreement. County may change the Representative upon notice to *FASTER* (other members of County's Team may place support calls to *FASTER* Support).

3. **Software Upgrades:**

- a. All software from *FASTER* requires that the Software Upgrade and Support Agreement be renewed annually by County. After the first year, Software Upgrade and Support will automatically renew unless County cancels per the termination provisions identified herein. Software Upgrade and Support provides the following upgrade benefits:

- i. Upgrades for the Core COTS Product: Each new version release of the specific "Core COTS Product," which are included under this Agreement, are provided at no added cost to County. As long as Software Upgrade and Support is maintained, County is entitled to new version releases of the *FASTER* product included under this Agreement.
- ii. Upgrades to Add-on Products and Customizations: All Add-on Products and customizations will be upgraded to function with new versions of the Core

Exhibit B – Scope of Services/Payment Provisions

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COTS Product as long as County continues to renew Software Upgrade and Support.

And as long as County remains current on Software Upgrade and Support, the County may license additional add-ons.

4. **Software Defects:** Software Upgrades and Support covers issues or problems that are the result of a verifiable, replicable errors (*FASTER* will use all reasonable means to verify and replicate) in the software ("Verifiable *FASTER* Defect"). An error will be a Verifiable *FASTER* Defect only if it constitutes a material failure by the software to function in accordance with the applicable software documentation. This documentation includes the User Manuals for *FASTER* Win and in-line help for *FASTER* Web for the COTS products and the detailed Requirements Document for which County signed-off for any customization.
5. **FASTER Software Support Coverage:** County will have access to *FASTER's* Technical Software Support Personnel ("Software Support") during Normal Business Hours. For the purposes of this Agreement, Normal Business Hours are defined as 7:30 am to 6:00 pm EST/EDT, Monday through Friday (excluding U.S. public holidays). Communications with Technical Support may be via telephone or e-mail. In addition to the support obligations listed above, *FASTER* provides emergency phone support twenty-four (24) hours a day, seven (7) days a week outside of Normal Business Hours by having Support Staff members on-call for phone support for issues defined below under "Emergency *FASTER* Support."
6. **Emergency FASTER Support:** Emergency *FASTER* support is available when: A. The system is frozen; B. The system has crashed and will not recover; or C. County cannot process work in the system.
7. **IT Support and Consulting :** IT support and consulting is *not* provided unless County contracted *FASTER* to provide hosting, *FASTER* Support does not include IT tasks such as hardware upgrades or changes; server operating system or relational database management system installs, patches or upgrades; backup and restore or disaster recovery; virtual machine management; server and database cluster tasks, etc. (if *FASTER* is providing hosting, a separate schedule will address hosting and hosting support).
8. **Other Limitations on Support:** *FASTER* will provide troubleshooting and advice related to mistakes County's employees may make (data deletion, data input error, administrative or user errors, etc.). As a courtesy, *FASTER's* Support Staff accepts such calls and is willing to assist County in attempting to resolve such issues that are outside the scope of support outlined in this Agreement. As such, while *FASTER* Staff often is able to add value in root cause analysis and troubleshooting of issues that are outside of *FASTER's* responsibilities, there may be occasions when *FASTER* must discontinue support efforts on issues that are outside of *FASTER's* responsibilities to be attentive to its other customers' support issues.

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9. **Training:** Support does *not* include training. Live-remote training via a web-based medium, such as GoToMeeting, can be provided for an additional cost. *FASTER* also offers Regional Training for an added cost in geographic areas where there are concentrations of its customers.

10. **County's Responsibilities:** County is responsible for the following:

- a. County's representative must be qualified and authorized to communicate all necessary information, must have administrative access to the *FASTER* application, must have access to the database and hardware resources to be able to perform diagnostic testing and be available for follow-up, if required. *FASTER* accepts calls from County Staff who do not meet the above requirements. However, resolution of some issues may require a County Staff member who meets the above criteria be available.
- b. County accepts sole responsibility for any compatibility problems between the *FASTER* Software and any other application software or non-current software programs not maintained or supported by *FASTER*.

11. **Submitting a Request:** County should be prepared to provide the following:

- a. Telephone number and alternate method of contact (e.g., email address);
- b. A description of County's problem or question;
- c. Provide screen capture/s or video/s of the issue;
- d. The circumstances under which the problem does or does not occur;
- e. Specific error messages, error numbers, log files and program numbers; and
- f. If County hosts *FASTER* on its internal IT infrastructure, additional information may be needed such as: Version of the *FASTER* Software in use, client or server operating systems versions, Hardware specifications, etc.

12. **FASTER will follow the below process to assist County with resolution of issues:**

- a. During Normal Business Hours, *FASTER's* answering of phone calls is as follows: 95% by the third ring, 99% by the fifth ring.
- b. There is an exception to the above during *FASTER* Support Team training, which will occur no more than twice a month and for no more than 90-minutes each. During these training sessions, the response time may drop to 90% of calls answered by the fifth ring.

- c. *FASTER's* response to email support requests during Normal Business Hours is: 95% within three hours and 99% within one business day.
  - d. Once contact with a *FASTER* Support Team Member is established via phone or email, a case will be created for tracking purposes and the supplied information will be documented such that County may request a case number for tracking purposes.
  - e. In order to resolve the issues on County's first call, *FASTER* Support is structured to: answer County's questions and identify logs, tests or error information the County needs to acquire and submit in order to troubleshoot the issue during that first phone call.
  - f. If the issue cannot be resolved in one phone call, the Support Team Member who took the call will diligently strive for timely resolution. If the Support Team Member cannot timely resolve this issue, he/she will engage with his/her supervisor to assign the case to the appropriate staff member for either resolution or escalation of the case to the Development Team.
13. **Purchase of Additional Services:** County, at its discretion, can purchase additional services from *FASTER*, such as software add-ons, custom report building, scripting of data, training, etc. For custom services, a quote can be provided by *FASTER* based on the needs specified by the County. Additional services may be added to this Agreement through written Amendment.