

**AMENDMENT #1 TO AGREEMENT BETWEEN
COUNTY OF MONTEREY & FASTER ASSET SOLUTIONS**

THIS AMENDMENT is made to the AGREEMENT for a "Turn-Key" Fleet Management System by and between **FASTER ASSET SOLUTIONS**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR entered the AGREEMENT effective November 5, 2013; and

WHEREAS, at the time the AGREEMENT was entered into, the Monterey County Board of Supervisors authorized the Contracts/Purchasing Officer to execute future AMENDMENTS to the AGREEMENT where the AMENDMENTS do not significantly change the scope of work or cause an increase in the AGREEMENT annual rates of more than fifteen percent (15%); and

WHEREAS, the County inadvertently made a reference error in Section 4.0 Compensation and Payments of the Standard Agreement in that Section 4.2 of the AGREEMENT does not comport with Exhibit B Statement of Work (SOW) & Pricing, Sub-Section Schedule A: SOW & Pricing, Milestone, Delivery of Converted Data and Go Live 15%.; and

WHEREAS, the amount of additional expenditures associated with the agreement is \$26,130.00; and

WHEREAS, the County did and does intend to pay the additional expenditures associated with the agreement on the selected proposal; and

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to add the appropriate and allowable 15% (\$56,000.00) annual increase per the Board of Supervisors to the total amount of the AGREEMENT; and

WHEREAS, the amount of the amendment is well within the authority granted by the Board of Supervisors to the Contracts/Purchasing Officer

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Section 4.2, "COMPENSATION AND PAYMENTS" shall be amended by removing, *"Total maximum compensation to be paid hereunder for the satisfactory accomplishment and completion of all tasks set forth above shall in no event exceed the sum of \$360,000.00."* and replacing it with *"Total maximum compensation to be paid hereunder for the satisfactory accomplishment and completion of all tasks set forth above shall in no event exceed the sum of \$416,000.00."*

2. If there is any conflict or inconsistency between the provisions of the AGREEMENT, or this AMENDMENT, the provisions of this AMENDMENT shall govern. A copy of this AMENDMENT shall be attached to the original AGREEMENT, as it may have been previously amended. Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the original AGREEMENT shall remain unchanged and unaffected by this AMENDMENT and shall continue in full force and effect.

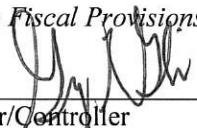
IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY


Contracts/Purchasing Officer

Dated: Nov. 2, 2015

Approved as to Fiscal Provisions:


Deputy Auditor/Controller

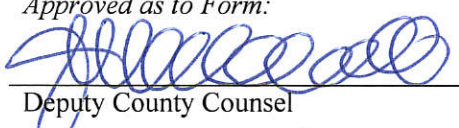
Dated: 10-24-15

Approved as to Liability Provisions:

Risk Management

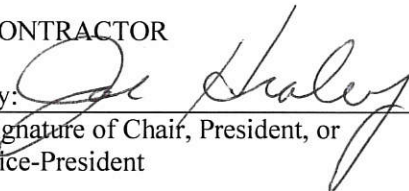
Dated: _____

Approved as to Form:


Deputy County Counsel

Dated: 10-29-15

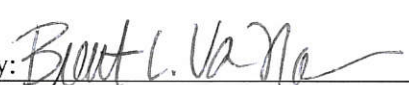
CONTRACTOR

By: 
Signature of Chair, President, or
Vice-President

Joe Healey, CEO

Printed Name and Title

Dated: 10/22/2015

By: 
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Brent VanNorman, Secretary

Printed Name and Title

Dated: 10/22/2015

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.