

**AMENDMENT #2 TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY & EJ WARD, INC.**

This **AMENDMENT#2** is made to the AGREEMENT for a "Turn-Key" Fleet Management System by and between **E.J. WARD INC.**, 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 December 3, 2013; and,

WHEREAS, at the time the AGREEMENT was entered into, the Monterey County Board of Supervisors authorized the Contracts/Purchasing Officer to execute up to three 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 Parties previously entered into an Amendment#1 to address certain issues related to how taxes were addressed in the original agreement, and to exercise the previously granted authority to increase the not-to-exceed amount by 15% to a new total not-to-exceed of **\$517,500**; and,

WHEREAS, the funds available under the present AGREEMENT were exhausted in approximately mid-2018 and County has no further authority to increase the not-to-exceed under the BOARD ORDER; and,

WHEREAS, the department was able to make partial payment for ongoing services by the CONTRACTOR by utilizing other available funds from a separate agreement between the County and this same CONTRACTOR; and,

WHEREAS, the CONTRACTOR performed additional ongoing services for which they have not been paid by the County. The outstanding amount due for those services (through December 31, 2018) is \$28,880;

WHEREAS, CONTRACTOR is providing, and desires to continue providing, needed fleet management services to the County, and whereas County desires to continue receiving such necessary services. Therefore, the Parties now seek ratification of payments made in excess of the not-to-exceed amount previously authorized by the Board of Supervisors (the \$28,880); and

WHEREAS, the original Agreement had a term running through December 3, 2018, and the parties now wish to extend that term by an additional three years, ***through December 31, 2021***; and

WHEREAS, in order to reflect the payment of \$28,880 made from other funds previously allocated for this CONTRACTOR under another agreement, and to fund the continuation of these needed services through the additional extended term, through December 31, 2021, the County needs to increase the total not-to-exceed by ***\$172,000***, for a ***new total not-to-exceed amount of \$689,500***.

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

1. Section 3.1, "***TERM OF AGREEMENT***" shall be amended by removing "The term of this AGREEMENT shall be five (5) years, commencing December 3, 2013 and ending December 3, 2018" and replacing it with "***The term of this AGREEMENT shall be December 3, 2013 through December 31, 2021.***"
2. 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 \$517,500." 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 ***\$689,500.***"

3. Except as provided herein, all remain terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
4. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on December 17, 2013.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 2 on the day and year written below.

MONTEREY COUNTY

CONTRACTOR: EJ WARD, INC.

Contracts/Purchasing Officer

By: Robert E. Kettle
Signature of Chair, President, or Vice-President

Dated: _____

Robert Kettle, Executive Vice President
Printed Name and Title

Approved as to ^{Payment Terms} Fiscal Provisions:
[Signature]

Dated: February 25, 2019

Deputy Auditor/Controller

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

Dated: 3-4-19

Allison Cambell, Assistant Treasurer
Printed Name and Title

Risk Management

Dated: February 25, 2019

Dated: _____

Approved as to Form
[Signature]

Deputy County Counsel

Dated: 3/4/19

*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.

EJ WARD, INC.

"Exhibit A - Scope of Services / Payment Provisions"

MYA Number : 1114

Expiration Date: 12/3/2018

Amendment#2 : Extend Term and Increase Contract Amount

Not To Exceed (NTE) Amount:	517,500.00
Amount Needed for Amendment#2	172,000.00
<i>New Contract Amount Until 12/31/2021:</i>	<i>\$ 689,500.00</i>

Round up to the nearest thousands:

Amendment #2 Contract Amounts: FuelView 4 "SaaS", Cellular Communication, FCT Support

	<u>3%</u>	<u>Monthly</u>	<u>Annually</u>
<i>Year 1</i>		3,839.40	46,072.80
<i>Year 2</i>		3,954.58	47,454.98
<i>Year 3</i>		4,073.22	48,878.63
Total for a 3-yr Extension (Calculated at 3% annual increase):		11,867.20	142,406.42
Outstanding Amount to be paid for FY 2018:			28,880.00
Amount Needed for Amendment#2 (until FY 2021):			171,286.42
<i>Round up to the nearest thousandths:</i>			<i>172,000.00</i>



E.J. Ward, Inc. - 3 Year SaaS Quote for Monterey County

<i>Fuel View Software Hosted By Ward</i>		
<i>Note: Software customizations may affect final price.</i>		
Hosted Fuel view 4 "SaaS" MS SQL Version - 24x7x365 access - MS SQL 2016 or newer - Unlimited use license (Software, Dashboard & Reporting Engine) - Standard: HID Module, OBD II Fleet Data Module, Ward Comm, Real-Time Connection - Enhanced Tank Monitoring Reporting Module (if connected to database) - Guaranteed Lifetime Current Software Version Updates while on Hosted Contract - Telephone Software Support Included - 24x7x365 - FCT Hardware Extended Warranty Included		
	Monthly	Annual
Fuel View 4 SaaS w/ Data Plans - FCT Hardware Extended Warranty Included Year 1	\$3,839.40	\$46,072.80
Fuel View 4 SaaS w/ Data Plans - FCT Hardware Extended Warranty Included Year 2	\$3,954.58	\$47,454.98
Fuel View 4 SaaS w/ Data Plans - FCT Hardware Extended Warranty Included Year 3	\$4,073.22	\$48,878.63
Effective January 1, 2019 to December 31, 2021	Total	\$142,406.41