## AMENDMENT #1 TO AGREEMENT BETWEEN COUNTY OF MONTEREY & \_E.J. WARD, INC.

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THIS AMENDMENT 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 County inadvertently made a reference error in Section 4.0 Compensation and Payments of the Standard Agreement in that Section 4.6.2 of the AGREEEMENT does not comport with Section 7.0 Proposal Package Requirements, Sub-Section 4, Pricing of the RFP, which stated that the County of Monterey would pay all applicable taxes; and

WHEREAS, the County did and does intend to pay applicable taxes on the selected proposal; and

WHEREAS, the amount of applicable taxes for the agreement is \$27,719.40; and

WHEREAS, the amount of additional expenditures associated with the agreement is \$39,780.60; and

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

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to add the appropriate and allowable taxes to increase the total amount of the AGREEMENT due to the referenced errors

**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 \$450,000.00." 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 \$517,500.00."

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- 2. Except as provided herein, all remaining 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.
- 3. 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 on the day and year written below.

MONTEREY COUNTY	CONTRACTOR
Contracts/Purchasing Officer 15 2 2 m	By: Signature of Chair, President, or Vice-President
Dated: 7/6/1	Marka Ward President Printed Name and Title
Approved as to Piskal Provisions:	Dated: 6-26-2615
Deputy Auditor/Controller	
Dated: 7-6-15	(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*
Approved as to Liability Provisions:	Tom Ward CFO Printed Name and Title
Risk Management	Dated: 6/29/15
Dated:	
Approved as to Form:	
Deputy County Counsel	
Dated: 7/2/15	

<sup>\*</sup>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.