

**AMENDMENT TO  
TULARE COUNTY AGREEMENT NO. 28693**

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**THIS FIRST AMENDMENT** ("Amendment") to Tulare County Agreement Number 28693 (the "Agreement") is entered into by and between the **COUNTY OF TULARE** ("COUNTY") and **Telectrac Navman US LTD**, as of \_\_\_\_\_, with reference to the following:

- A. The COUNTY and CONTRACTOR entered into the Agreement on July 1, 2018 for the purpose of providing GPS Equipment and Monitoring Services;
- B. COUNTY and CONTRACTOR now desire to enter into a contract to amend the Agreement in order to increase the vehicles monitored and include taxes on leased GPS equipment.

**ACCORDINGLY, COUNTY and CONTRACTOR** agree as follows:

1. **TERM:** This Agreement shall become effective as of July 1, 2019 and shall expire at 11:59 on June 30, 2020 unless otherwise terminated as provided in this Agreement. This agreement may be extended for one (1) additonal, one (1) year period by mutual written consent of the parties.
2. **PAYMENT FOR SERVICES:** The maximum total amount of this agreement shall not exceed \$239,000 per fiscal year. See attached Exhibit B "Pricing"
3. This First Amendment becomes effective upon approval.
4. Except as provided above, all other terms and conditions of the Agreement shall remain in full force and effect.

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**THE PARTIES**, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

**TELETRAC NAVMAN US LTD**

Date 3/30/2020

By *John Gray*  
Print Name John Gray  
Title Regional Sales Manager

Date \_\_\_\_\_

By *J. W. Howerton*  
Print Name JOHN W. HOWERTON  
Title DIRECTOR OF CONSTRUCTION SALES

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

**COUNTY OF TULARE**

Date \_\_\_\_\_

By \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST: JASON T. BRITT  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

By \_\_\_\_\_  
Deputy Clerk

Approved as to Form:  
County Counsel

By \_\_\_\_\_  
Deputy

Matter # \_\_\_\_\_

## EXHIBIT B

Qube 300 with V-Pod and Integration with Fleet Head Office (FHO)

**\$31.95** per vehicle / per month plus all applicable taxes

The pricing listed above is for an equipment lease and includes the Qube 300, a V-Pod connection to the OBDII port or a J- Pod connection to the J-Bus (together, the "Equipment"), depending on the vehicle as well as integration with FHO to provide odometer readings. Pricing based on 36 months. This agreement is one year with the option for a one (1) year period by mutual consent of the parties), and is subject to the additional Lease Terms and Conditions below. This contract shall not exceed \$239,000 per fiscal year.

All data gathered during the use of our services is no longer available once the service has been discontinued. It is recommended the customer run and save reports as needed.

### Lease Terms and Conditions

1. Lease of Equipment. Teletrac will lease to Customer in association with the provision of Services according to the Agreement, the Equipment provided by Teletrac as set forth in the Agreement. During the lease, Customer shall: (i) not use the Equipment for any purpose for which it is not designed, (ii) operate and use the Equipment in accordance with best practices and standards of safety, (iii) not use the Equipment except in the normal course of its business, (iv) not permit the Equipment to be used by persons who are not qualified to use it; and (v) ensure that its use of the Equipment complies at all times with applicable laws, rules, and regulations relating to its use.
2. Equipment Title and Ownership. Equipment is the sole and exclusive property of Teletrac, and, Customer shall have no right, title, or interest in Equipment. The parties intend that while title to the Equipment is with Teletrac, the Equipment is, and shall remain, the personal property of Teletrac, and shall not become a fixture or part of the real estate at a Site. This lease agreement constitutes a "true lease" of Equipment, as such term is defined in the Uniform Commercial Code (whether or not adopted in the state where Equipment is located), and not the sale or retention of a security interest. If the lease of Equipment under the Agreement is ever deemed by any tax authority to be a purchase, Customer shall be responsible for additional income or other taxes payable by Teletrac as a result thereof, and shall remit such additional tax, and any interest and penalties, to Teletrac promptly upon Teletrac's invoice.
3. Customer Obligations. Customer shall: (a) only use Teletrac Authorized Service Contractors to install or maintain the Equipment; (b) keep the Equipment in its sole possession at the applicable Site and not permit any Equipment to be removed from the applicable Site without the prior written consent of Teletrac; (c) not make any alteration or addition to the Equipment or affix it or any part thereof as a fixture to land or buildings without Teletrac's prior written consent; (d) permit Teletrac, any authorized distributor, or any person authorized by Teletrac to enter upon the Sites upon reasonable notice and (except for repairs or when otherwise permitted by Customer) during normal business hours to maintain, inspect and examine the Equipment; (e) pay and maintain all licenses, duties, taxes, fees, registration charges, permissions, certificates, permits and authorizations necessary or desirable for the use of the Equipment; (f) not do or allow any act which will jeopardize Teletrac's right, title, or interest in the Equipment; (g) not alter, remove or tamper (in whole or in part) with any patent, trademark, copyright, or other commercial markings or notices of Teletrac or other means of identification used on or in relation to the Equipment; (h) not sell, assign, sub-lease, mortgage, charge, pledge, encumber or otherwise dispose of the Equipment, the associated Site, or any interest therein; and, (i) immediately notify Teletrac and the relevant insurers of the theft, loss, destruction or any material damage to the Equipment or any loss, injury or damage to any person or property from or in connection with the use of the Equipment.
4. Risk of Loss and Insurance. Customer bears the risk of any loss of damage to the Equipment, and, at its expense, shall: (i) insure the Equipment against all risks and for its full replacement value with carriers reasonably acceptable to Teletrac; (ii) maintain a loss payable endorsement in favor of Teletrac affording to Teletrac such additional protection as Teletrac shall reasonably require; and (iii) maintain liability insurance reasonably satisfactory to Teletrac. All such insurance policies shall (A) name Teletrac as an additional insured and loss payee, (B) not be canceled or altered without at least thirty (30) days prior written notice to Teletrac, and (C) not be invalidated by any breach of warranty by Teletrac. Customer shall furnish evidence of such insurance to Teletrac. If Customer fails to procure such insurance, Teletrac may, but shall not be obliged to, secure such insurance for the Equipment and bill the Customer for the cost thereof. Customer shall immediately inform Teletrac of any material loss of or damage to the Equipment and not settle or prejudice

any claim Customer may have, whether under such insurance policy or against any third party, without Teletrac's prior written consent.

5. *Provisions Relating to Expiration, Termination, or Breach of the Agreement.* Upon expiration or termination of the Agreement, Customer agrees that it holds the Equipment in trust for Teletrac and will promptly, but in no event more than 45 days later, return the Equipment in good order at its own cost. If Customer has not returned the Equipment promptly at the expiration or termination of the Agreement or if Customer is in an uncured breach of the Agreement, Teletrac may, its sole discretion, (i) without demand or legal process, take possession of any Equipment and remove the same without liability for such entry or for damage to property or otherwise resulting from the reasonable removal of the Equipment; (ii) create a month to month charge until the Equipment is returned; and/or (iii) invoice the customer for said equipment value. Teletrac shall be entitled to recover from Customer all reasonable fees and other costs (including attorneys, consultants and other fees) incurred by Teletrac in enforcing its right under this Agreement.