

**THIRD AMENDMENT TO AGREEMENT**

THIS THIRD AMENDMENT ("Amendment III") is made and entered into this 29th day of January 2019 ("Effective Date") by and between the County of Fresno, a political subdivision of the State of California ("COUNTY"), and Assetworks LLC, a Delaware limited liability company, whose address is 998 Old Eagle School Road, Suite 1215, Wayne, PA 19087-1805 ("CONTRACTOR").

**WITNESSETH:**

WHEREAS, COUNTY and CONTRACTOR entered into Agreement No. 14-689, dated December 2, 2014 ("Agreement") pursuant to which CONTRACTOR agreed to provide maintenance, support, and upgrades for COUNTY's licensed software system, consisting of FLEETFOCUS FA and FuelFocus Fuel Management System ("Software"); and

WHEREAS, COUNTY and CONTRACTOR entered into a First Amendment to Agreement No. 14-689, dated January 12, 2016 ("Amendment I") pursuant to which CONTRACTOR agreed to provide additional services, and upgrades and increase the not to exceed amount of the Agreement; and

WHEREAS, COUNTY and CONTRACTOR entered into a Second Amendment to Agreement No. 14-689, dated November 15, 2016 ("Amendment II"), pursuant to which CONTRACTOR agreed to provide additional services, and upgrades and increase not to exceed amount of the Agreement; and

WHEREAS, COUNTY again requires additional services to fully implement its Software across an expanded number of FleetFocus vehicle monitoring licenses, including technical support hours, and now desires to further amend the Agreement to add these additional services and increase the maximum compensation amount accordingly.

NOW, THEREFORE, COUNTY and CONTRACTOR agree to further amend the Agreement as follows:

The portions of the Agreement, previously amended by Amendments I and II, and starting on page 9, line 19 and ending on page 10, line 13 of the Agreement, are deleted in their entirety and replaced by:

A) ANNUAL MAINTENANCE AND SUPPORT FEES (CALENDAR YEAR)

1. Total Annual Maintenance and Support Fees for January 1, 2015 through December 31, 2015, for up to 1400 Active Equipment Units at \$28,030.00 per annum.
2. Total Annual Maintenance and Support Fees for January 1, 2016 through December 31, 2016 for up to 1400 Active Equipment Units not to exceed \$28,870.90 per annum.
3. Total Annual Maintenance and Support Fees for January 1, 2017 through December 31, 2017, for up to 1400 Active Equipment Units not to exceed \$32,728.15 per annum.
4. Total Annual Maintenance and Support Fees for January 1, 2018 through December 31, 2018 for up to 2000 Active Equipment Units, proportional to a total maintenance and support rate for 1400 Active Equipment Units at \$40,367.93 per annum.
5. Total Annual Maintenance and Support Fees for up to 2000 Active Equipment Units, proportional to a total maintenance and support rate for 1400 Active Equipment Units at \$41,578.97 per annum beginning January 1, 2019.
6. Modules covered by the Annual Maintenance and Support Fees stated above include: Bar Code, Call Center, Crystal Reports Embedded, Customer Access, Enterprise Portal, Equipment Planning, KPI/Dashboards, Labor Capture, Maxqueue, MobileFocus for 2 devices, Motor Pool, Notifications, Performance Measures & Monitors, Production Planning, Query, Replacement Modeling, Reporting, Reservations, Service Level Agreements, Shop Activity, and Shop Scheduling modules

1 7. CONTRACTOR may increase Annual Maintenance and Support fees.  
2 upon thirty (30) days' advance written notice to COUNTY provided that  
3 CONTRACTOR shall not increase such fees more than once in any one  
4 year period, and provided further that each increase will not exceed the  
5 previous fees by any more than three percent (3%), or as agreed through  
6 mutual, written consent of both parties.  
7

8 B) ADDITIONAL SERVICES FEES

9 Additional Service fees are established according to the rates as reflected below:

|    |                                                     |             |
|----|-----------------------------------------------------|-------------|
| 10 | 1. On-Site System training I Day -                  | \$1,640.00  |
| 11 | 2. Billable Services I Hour -                       | \$205.00    |
| 12 | 3. Additional FleetFocus 25 Active Equipment Units, | \$1,306.50  |
| 13 | including all previously owned and new modules      |             |
| 14 | purchased in 2016 as listed in section A.2 above    |             |
| 15 | 4. Additional FleetFocus Annual Maintenance and     | \$325.50    |
| 16 | Support Fees for 25 Active Equipment Units          |             |
| 17 | 5. User Conference Admission                        | \$995.00    |
| 18 | 6. Tune-Up Assessment                               | \$14,500.00 |
| 19 | 7. Upgrade Assistance                               | \$3,900.00  |

20  
21 Additional Service fees, including adjustments, for the FleetFocus software  
22 upgrade starting January 1, 2016 for remote upgrade, software installation, project kick  
23 off and planning, project management, system set up, system configuration, training,  
24 production roll out, post production review services, shall be determined, implemented,  
25 and utilized in accordance with mutual written consent between both parties and express  
26 written consent of the Director of the Internal Services Department or his/her designee.  
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1 C) TOTAL CONTRACT AMOUNT:

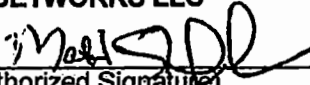
2 In no event shall services performed under this Agreement exceed \$315,000  
3 during the potential five (5) year term of this Agreement. It is understood that all  
4 expenses incidental to CONTRACTOR'S performance of services under this Agreement  
5 shall be borne by CONTRACTOR."  
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7 COUNTY and CONSULTANTS agree that this Amendment III is sufficient to amend the Agreement  
8 and that upon execution of this Amendment III, the Agreement and Amendments I-III together  
9 constitute the complete Agreement between the parties.

10 The Agreement, as further amended, is ratified and continued. All provisions, terms, covenants,  
11 conditions and promises contained in the Agreement and not amended herein shall remain in full force  
12 and effect.  
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1 IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment as of the day  
2 and year first hereinabove written.

3 **ASSETWORKS LLC**

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5 (Authorized Signature)

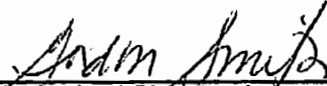
6  
7 Matt Sheaffer, Director of Finance  
8 AssetWorks LLC

9 Print Name & Title

10 998 Old Eagle School Road, Suite 1215  
Wayne, PA 19087-1805

11 Mailing Address

12  
13 **ASSETWORKS LLC**

14   
15 (Authorized Signature)

16  
17 Gordon Smith, Portfolio Manager  
18 AssetWorks LLC

19 Print Name & Title

20 998 Old Eagle School Road, Suite  
1215  
Wayne, PA 19087-1805

21 Mailing Address

22 FOR ACCOUNTING USE  
23 ONLY: 1045  
24 ORG No.: 10000  
Account No.: 8910  
Requisition No.: 7295

**COUNTY OF FRESNO**

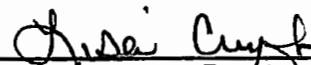


Nathan Magsig,  
Chairman of the Board of Supervisors of  
the County of Fresno

**ATTEST:**

Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

By:

  
Deputy