



AMENDMENT NUMBER 2 TO THE PROFESSIONAL SERVICES AGREEMENT FOR THE MAINTENANCE AND SUPPORT OF AUTOMATED VEHICLE LOCATOR (AVL) UNITS

THIS AMENDMENT NUMBER 2 TO PROFESSIONAL SERVICES AGREEMENT FOR THE MAINTENANCE AND SUPPORT OF AUTOMATED VEHICLE LOCATOR (AVL) UNITS (this "**Amendment No. 2**") is made and is effective as of July 1, 2021 (the "**Effective Date**"), by and between CalAmp Wireless Networks Corporation, a Delaware corporation with its headquarters located at 15635 Alton Parkway, Suite 250, Irvine, California 92618 ("Contractor") and City of Ann Arbor, a Michigan municipal corporation having its offices at 301 E. Huron St., Ann Arbor, Michigan 48104 ("City").

RECITALS

WHEREAS, the parties entered into a Professional Services Agreement for the Maintenance and Support of Automated Vehicle Locator (AVL) Units effective April 18, 2017, as amended by Amendment Number 1 to the Professional Services Agreement for the Maintenance and Support of Automated Vehicle Locator (AVL) Units effective July 1, 2020 (collectively, the "**Agreement**");

WHEREAS, all capitalized terms referenced in this Amendment, but not otherwise defined herein shall have the same meaning given to them as in the Agreement; and

WHEREAS, pursuant to Article XVIII Extent of Agreement of the Agreement, the amendment contemplated by the parties must be contained in a written agreement signed by an authorized representative of each party.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **Amendments to the Agreement.** As of the Effective Date, the Agreement is hereby amended or modified as follows:

- a. Article 2, term of the Agreement, as amended by Amendment Number 1, is deleted and replaced with the following:

"This Agreement shall become effective on April 18, 2017 and shall remain in effect until July 1, 2021. On July 1, 2021, the Agreement shall renew for a three (3) year term until June 30, 2024 and on July 1 of each year thereafter ("Renewal Date"), the Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term" and collectively, the "Renewal Terms"). If the City chooses to terminate the Agreement at the end of a Renewal Term, City shall give written notice of the same to Contractor, in accordance with Article XIII of the Agreement, no later than the April 1st before the next Renewal Date."

- b. Article XI, Termination of Agreement, Section B is hereby deleted and replaced with the following:

"The City may terminate any individual device Services subscription for convenience by providing not less than thirty (30) days' prior written notice to Contractor, which termination will be effective as of the last day of the calendar month following the month

in which notice was given. If the City terminates such device Services subscription, the following early termination fees apply:

Early Termination Fee for Individual Device Services Subscriptions	Cost Per Device
Services subscription terminated between 1 and 12 months	\$300.00
Services subscription terminated between 13 and 24 months	\$250.00
Services subscription terminated between 25 and 36 months	\$125.00

c. Exhibit A, as amended by Amendment Number 1, is deleted and replaced with the attached Exhibit A.

2. Except as modified by this Amendment No. 2, all terms and conditions of the Agreement, including any prior amendments, shall remain in full force and effect. In the event of any conflict between the terms and conditions of this Amendment Number 2 and the Agreement, the terms and conditions of this Amendment Number 2 shall control with respect to the subject matter hereof.
3. This Amendment Number 2 may be executed in counterparts, each of which will be deemed an original, but both of which together will constitute one and the same instrument. A signature delivered by facsimile, e-mail, or other means of electronic transmission (including pdf and DocuSign®), is deemed to have the same legal effect as delivery of an original signed copy of this Amendment Number 2.

IN WITNESS WHEREOF, the parties have caused this Amendment Number 2 to be duly executed by their respective authorized representatives as of the Amendment Number 2 Effective Date.

CALAMP WIRELESS NETWORKS CORPORATION:

By: _____

Name: _____

Title: _____

CITY OF ANN ARBOR:

By

Christopher Taylor, Mayor

By

Jacqueline Beaudry, City Clerk

Date:

Approved as to substance

Interim City Administrator

Service Area Administrator

Approved as to form and content

Stephen K. Postema, City Attorney



MONTHLY WEB TRACKING SERVICE												
quantity		per unit	total									
175	<u>CALAMP VEHICLE TELEMATICS SERVICE FEES (per Month per Device)</u> <i>CalAmp Telematics Web Browser Mapping & Reporting</i> <i>Includes telematics wireless data and unlimited Web software access.</i> <i>Service fees are calculated per vehicle per month.</i> <i>Assumes 30 second update rate, plus on/off, stops/starts, turns, and exception events.</i>	\$ 20.00 each	\$ 3,500.00									
	<p><i>Other add-on options:</i></p> <table border="1"> <tr> <td>10 second update rate</td> <td>additional monthly</td> <td>\$ 2.00 each</td> </tr> <tr> <td>Spreader Connectivity</td> <td>additional monthly</td> <td>\$ 2.00 each</td> </tr> <tr> <td>Plow Sensor Connectivity</td> <td>additional monthly</td> <td>\$ 1.00 each</td> </tr> </table>	10 second update rate	additional monthly	\$ 2.00 each	Spreader Connectivity	additional monthly	\$ 2.00 each	Plow Sensor Connectivity	additional monthly	\$ 1.00 each		
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VEHICLE HARDWARE COSTS			
quantity		per unit	total
1	<u>CALAMP MOBILE UNIT</u> LMU-4233 or similar Includes all necessary cabling & harness Note: New LTE Devices to be provided at no cost with 36 month service commitment.	\$ 145.00 each	
1	<u>DIAGNOSTIC CABLE ADD-ON (OPTIONAL)</u> OBD-II or Jbus	\$ 45.00 each	
1	<u>Additional Antenna (replacement)</u>	\$ 30.00 each	
1	<u>Additional Harness (replacement)</u>	\$ 10.00 each	

ADDITIONAL SYSTEM OPTIONS				
quantity			per unit	total
1	Spreader Controller Integration Cables		\$ 65.00 each	
1	<u>Plow Sensor Hardware and Cabling (per sensor)</u> Does not include installation		\$ 145.00 each	
1	<u>CALAMP ION VISION INTELLIGENT VIDEO CAMERA SYSTEM</u> Includes Dual Camera Hardware <i>Requires customer to use their own broadband wireless data contract</i> Requires Upgraded WiFi Mobile Unit	Additional Monthly Fee	\$ 35.00 each	
1	RFID Reader (Driver ID) <i>Includes Cabling</i>		\$ 275.00 each	
1	iButton Key Fob Driver ID Kit <i>Includes Buzzer & Cabling</i>		\$ 55.00 each	
1	ASSET TRACKING DEVICE (TTU-2830) <i>Tethered device for intermittent power connections</i>		\$ 95.00 each	
1	<u>Instant Crash Notification - Crashboxx</u> <i>Per unit per month.</i> <i>Includes unlimited access to Accident Reconstruction & Physical Damage Reports</i>	Additional Monthly Fee	\$ 2.00 each	
1	Core Unit Installation <i>Does not include travel</i>		\$ 95.00 each	
1	Advanced Unit Installation <i>Does not include travel</i>		\$ 145.00 each	
1	PROFESSIONAL SERVICES DEVELOPMENT (Hourly Rate) <i>CalAmp Scope of Work TBD. Minimums apply.</i>		\$ 200.00 each	
1	DAYS ONSITE TRAINING 8 hour day can be split as desired. <i>Travel not included.</i> <i>Live Remote Training is Free</i>		\$ 850.00 each	

Assumes minimum 36 month service contract per device.

Early termination fees apply.

Does not include any applicable sales tax.

Minimum Order Quantities may apply for some products.

Includes all manuals and documentation