

**CLIENT OF SANTA FE
AMENDMENT No. 2 TO
MAINTENANCE AGREEMENT FOR AUTOMATIC VEHICLE LOCATION SYSTEM
ITEM#17-0001**

AMENDMENT No. 2 (the "Amendment") to the MAINTENANCE AGREEMENT FOR AUTOMATIC VEHICLE LOCATION SYSTEM, effective as of June 28th 2016 (the "Agreement"), between the City of Santa Fe (the "Client") and CalAmp Radio Satellite Integrators, Inc. (the "Contractor"), which assigned the Agreement to CalAmp Wireless Networks Corporation ("CalAmp") on December 22, 2017 ("Transfer Effective Date"). The effective date of this Amendment shall be retroactive to July 1, 2018. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Agreement.

RECITALS

- A. Under the terms of the Agreement, Contractor has agreed to provide software subscription services for standard maintenance annual subscription to the City.
- B. Pursuant to Notice of Transfer of Agreement dated December 22, 2017, from and after the Transfer Effective Date, (a) CalAmp will be the "Contractor" of the Agreement and have all of the rights, benefits, obligations and liabilities of the "Contractor" thereunder and shall be bound by the provisions thereof; and (b) The Contractor relinquishes all of its rights and benefits and release from its obligations and liabilities under the Agreement.
- C. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the

parties, the Client and the CalAmp agree as follows:

1. COMPENSATION

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of fifty two thousand one hundred and seventy dollars (\$52,170), applicable gross receipts taxes included for twelve (12) months for software subscription services, so that Article 3, paragraph A reads as follows:

A. The City shall pay to the Contractor in full payment for subscription services, a sum not to exceed one hundred and thirty nine thousand and one hundred and sixty seven dollars (\$139,167.00) applicable gross receipts taxes included.

2. TERM AND EFFECTIVE DATE:

Article 5 of the Agreement is hereby replaced in its entirety by the following:

This Agreement shall be effective as of July 1, 2018 and shall terminate on June 30, 2019 unless sooner pursuant to Article 6.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the Maintenance Agreement for Automatic Vehicle Location System as of the dates set forth below.

CITY OF SANTA FE:


ALAN WEBBER, MAYOR

Date: 11/9/2018

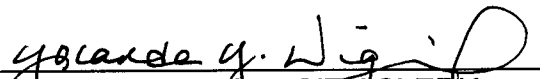
CalAmp Wireless Networks Corporation:


PAUL WASHICKO, SVP / GM SaaS

Date: 10/10/18

CRS# 03-246734-00-6
CITY OF SANTA FE BUSINESS
REGISTRATION#18-00151145

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 10/31/18

APPROVED AS TO FORM:


ERIN MCSHERRY, CITY ATTORNEY *9/14*

APPROVED:


MARY MCCOY, FINANCE DIRECTOR

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Business Unit/Line Item