

SECOND AMENDMENT TO AGREEMENT

THIS AMENDMENT No. 2 TO AGREEMENT ("Amendment No. 2") effective as of this 1st day of May, 2013, amends the Agreement heretofore entered into between the CITY OF FRESNO, a California municipal corporation ("CITY"), and Radio Satellite Integrators, Inc., a California corporation ("CONSULTANT").

RECITALS

WHEREAS, CITY issued a Request For Proposal for a Global Positioning System/Automated Vehicle Location ("GPS/AVL") system for the CITY's Department of Utilities vehicles and awarded a contract to CONSULTANT with an initial term of July 10, 2007 to July 9, 2012 for installation, maintenance and support of GPS/AVL equipment in the CITY's vehicles, ("Agreement"); and

WHEREAS, CITY and CONSULTANT entered into an interim contract ("Amendment No. 1") on January 25, 2013 with the same terms and conditions of the Agreement with the intention of reviving and extending the Agreement; and

WHEREAS, the Agreement, as extended by Amendment No.1, expires on April 30, 2013; and

WHEREAS, CITY and CONSULTANT desire to further extend the Agreement and to modify the scope of work, therein, by requiring additional services.

AGREEMENT

NOW, THEREFORE, the parties agree that the aforesaid Agreement be amended as follows:


1. The original Agreement as revived and amended by Amendment No. 1, attached hereto and incorporated herein by reference.
2. The expiration of the Agreement shall be April 29, 2018.
3. CONSULTANT shall provide additional services as described in **Attachment A**, attached hereto and incorporated herein by reference.
4. CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall be a total fee not to exceed \$145,044.00 per year starting May 1, 2013.
5. In the event of any conflict between the body of this Amendment and any Exhibit or Attachment hereto, the terms and conditions of the body of this Amendment shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Amendment, shall be null and void.
6. Except as otherwise provided herein, the Agreement entered into by CITY and

CONSULTANT, dated July 10, 2007, as amended January 25, 2013, remains in full force and effect.

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IN WITNESS WHEREOF, the parties have executed this Amendment at Fresno, California, the day and year first above written.

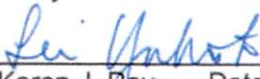
CITY OF FRESNO,
a California municipal corporation

By: 
Name: PATRICK WIEMILLER
Title: DIRECTOR

ATTEST:
YVONNE SPENCE, CMC
City Clerk

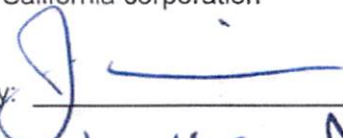
By:  5/9/13
Deputy


APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By:  5/7/13
Karen J. Ray Date
Deputy

Attachment:
Exhibit "A"- Scope of Work
Original Agreement dated July 10, 2007
Amendment No. 1 dated Jan. 30, 2013

Radio Satellite Integrators, Inc.
a California corporation

By: 
Name: Jonathan Michels
Title: President
(if corporation or LLC, Board
Chair, Pres. or Vice Pres.)

By: 
Name: Brian Burda

Title: Secretary
(if corporation or LLC, CFO,
Treasurer, Secretary or Assistant
Secretary)

Exhibit "A"
Summary Sheet
Global Positioning Amendment to Agreement with
Radio Satellite Integrators, Inc.

Costs Per Year

Web Tracking Service Fee per vehicle

Dvision	No. of Vehicles	Cost per Vehicle	Cost per Year
Water Division	113	\$348.00	\$39,324.00
Waste Water	57	\$348.00	\$19,836.00
Solid Waste	103	\$348.00	\$35,844.00
Solid Waste OCU Litter	45	\$348.00	\$15,660.00
DARM	39	\$348.00	\$13,572.00
Streets Division	21	\$348.00	\$7,308.00
New Replacement Unit/yr.	25	\$395.00	\$9,875.00
Unit Install	25	\$145.00	\$3,625.00
		Total per year	\$145,044.00

Any optional items will be done under an Amendment to this agreement.



START UP COSTS				
quantity		per unit		total
113	Water - EXISTING RSI MOBILE UNIT REUSE	NO CHARGE	\$	-
57	Waste Water - EXISTING RSI MOBILE UNIT REUSE	NO CHARGE	\$	-
103	Solid Waste Residential - EXISTING RSI MOBILE UNIT REUSE	NO CHARGE	\$	-
45	Solid Waste OCU/Litter - EXISTING RSI MOBILE UNIT REUSE	NO CHARGE	\$	-
39	DARM - EXISTING RSI MOBILE UNIT REUSE	NO CHARGE	\$	-
21	Streets - EXISTING RSI MOBILE UNIT REUSE	NO CHARGE	\$	-
2	DAYS ONSITE TRAINING	NO CHARGE	\$	-

SYSTEM START UP COSTS 0

MONTHLY WEB TRACKING SERVICE FEES				
quantity		per unit		total
378	RSI AVL WEB TRACKING SERVICE FEES (per Month) RSI AVL Web Browser Based ESRI ArcGIS Server Mapping & Reporting Includes existing wireless service and unlimited Web software access. Service fees are calculated per vehicle per month. System will be hosted off site by RSI, but will continue to provide the city with real-time and historical data for integration with other city applications.	\$ 29.00	\$	10,962
				<i>No change to current monthly fee</i>

SPECIAL INCENTIVE

There will be no extra charges to the City of Fresno's existing monthly price if the City agrees to a 5 year contract extension.
This price is only valid with the five year contract extension.
Note: This offer can be extended to all City departments.

OPTIONAL ITEMS				
quantity		per unit		total
25	NEW/REPLACEMENT RSI MOBILE UNITS	\$ 395	\$	9,875
25	UNIT INSTALLATION	\$ 145	\$	3,625
25	RSI CUSTOMIZED GARMIN MDTs w/ Navigation Customized messaging and navigation device <i>Includes Mount, Cabling, & Customization One Year Warranty</i>	\$ 595 each	\$	14,875
25	GARMIN UNIT INSTALLATION & UNIT FLASH PER VEHICLE <i>Optionally RSI can train customer on installations</i>	\$ 145 each	\$	3,625

CONFIDENTIAL

Payment terms to be negotiated.
Service fees to be paid annually in advance.
Does not include applicable sales tax.
Includes all manuals and documentation
Does not include travel/lodging
FOB Torrance, CA



**Radio
Satellite
Integrators, Inc.**



City of Fresno
Automatic Vehicle Location System
System Upgrades - With Contract Extension

03/02/12

START UP COSTS			
quantity		per unit	total
30	RSI CUSTOMIZED GARMIN MDTs w/ Navigation Customized messaging and navigation device <i>Includes Mount, Cabling, & Customization One Year Warranty</i>	\$ 595 each	\$ 17,850
2	DAYS ONSITE TRAINING <i>Does not include travel.</i>	NO CHARGE	\$ -

SYSTEM START UP COSTS \$ 17,850

MONTHLY WEB TRACKING SERVICE FEES			
quantity		per unit	total
25	RSI AVL WEB TRACKING SERVICE FEES (per Month) RSI AVL Web Browser Based ESRI ArcGIS Server Mapping & Reporting Includes existing wireless service and unlimited Web software access. Service fees are charged per vehicle per month.		<i>No change to current monthly fee</i>

SPECIAL INCENTIVE

There will be no extra charges to the City of Fresno's existing monthly price if the City agrees to a 3 year contract extension and the release of our original Bid Bond. This price is only valid with the three year contract extension and bond release. Please see the alternative attached pricing if these items cannot be agreed upon.
Note: This offer can be extended to all City departments.

OPTIONAL ITEMS			
quantity		per unit	total
25	GARMIN UNIT INSTALLATION & UNIT FLASH PER VEHICLE <i>Optionally RSI can train customer on installations</i>	\$ 145 each	\$ 3,625

CONFIDENTIAL

*Payment terms to be negotiated.
Service fees to be paid annually in advance.
Does not include applicable sales tax.
Includes all manuals and documentation
Does not include travel/lodging
FOB Torrance, CA*

January 18, 2013
Laura Rapp

INTERIM REQUIREMENTS CONTRACT FOR
GLOBAL POSITIONING SYSTEM/AUTOMATED VEHICLE LOCATION

BID FILE NO. 8845

Contractor to Complete

- 1. We will provide an interim contract with no changes in existing prices, terms and conditions of the cited requirements contract through April 30, 2013.
- 2. We propose to provide an interim contract with the enclosed price changes to the cited requirements contract, subject to the City of Fresno acceptance, but in accordance with the original contract terms and conditions.
- 3. We will not provide an interim contract.

Acknowledged

Signature

Jon Michels

1/25/13

Print Name and Title

Date

Radio Satellite Integrators

Name of Company

19144 Van Ness Ave

Address

Torrance

CA

90501

City

State

Zip

(310) 787-7700

Telephone

(310) 787-7435

Fax Number

Accepted by the City:

Jason B. MacDonald, Purchasing Manager

1/30/13

Date

CONTRACT

THIS CONTRACT is made and entered into by and between the CITY OF FRESNO, a municipal corporation, hereinafter called the "City," and RADIO SATELLITE INTEGRATORS, Inc., a Florida Corporation, hereinafter called the "Contractor," as follows:

1. The "Notice Inviting Bids," "Instructions to Bidders," "Bid Proposal," and the "Specifications" including "General Conditions," "Special Conditions," and "Technical Specifications" for the following: **REQUIREMENTS CONTRACT FOR POSITIONING SYSTEM AUTOMATED VEHICLE LOCATION, BID FILE 8845** copies of which are annexed hereto, together with all the drawings, plans, and documents specifically referred to in said annexed documents, including Performance Bond, if required, and are hereby incorporated into and made a part of this Contract, and shall be known as the Contract Documents.

2. For the estimated monetary consideration of **ONE MILLION, TWO HUNDRED EIGHTY-EIGHT THOUSAND, FIVE HUNDRED TWENTY-FIVE DOLLARS AND TWENTY-EIGHT CENTS (\$1,288,525.28)**, as set forth in the Bid Proposal, the Contractor promises and agrees to furnish or cause to be furnished, in a new and working condition, and to the satisfaction of the City, and in strict accordance with the Specifications, all of the items as set forth in the Contract Documents.

3. The City accepts the Contractor's Bid Proposal as stated and agrees to pay the consideration stated, at the times, in the amounts, and under the conditions specified in the Contract Documents.

4. **INDEMNIFICATION:** The Contractor shall indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including, but not limited to personal injury, death at any time and property damage) incurred by the City, the Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Contract. The Contractor's obligations under the preceding sentence shall apply regardless of whether the City or any of its officers, officials, employees, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of the City or any of its officers, officials, employees, agents or volunteers.

THIS SECTION SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS CONTRACT.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS Contract on the day and year here below written, of which date of execution by the City shall be subsequent to that of the Contractor's and this Contract shall be binding and effective upon execution by both parties.

RADIO SATELLITE INEGRATORS, INC.
a Florida corporation

CITY OF FRESNO
a Municipal Corporation

By: [Signature]

By: [Signature]

Jonathan Michels
(Type or print Written Signature.)

Title: Acting Purchasing Manager

Dated: 7/10/07

Title: President

Dated: 5/29/07

APPROVED AS TO FORM:

ATTEST:

JAMES C. SANCHEZ
City Attorney

REBECCA E. KLISCH
City Clerk

By: [Signature] 7-09-07
Deputy Robert R. Coyle

By: [Signature]
Deputy (7/10/07)

By: [Signature]

NAME: Brian Burda

Title: Secretary

Date: 5-29-07

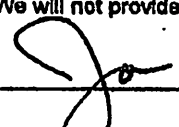
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Acknowledged  Signature

Jon Michels 1/25/13
Print Name and Title Date

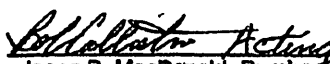
Radio Satellite Integrators
Name of Company

19144 Van Ness Ave
Address

Torrance CA 90501
City State Zip

(310) 787-7700 (310) 787-7435
Telephone Fax Number

Accepted by the City:

 1/30/13
Jason B. MacDonald, Purchasing Manager Date