

**AMENDMENT No. 3 TO
INTERLOCAL CONTRACT FOR LICENSING SCPDC SOFTWARE**

THIS AMENDMENT No. 3 (“Amendment”) is entered into by and between Bay St. Louis, MS (“**Licensee**”), a body corporate and politic under the laws of the State of Mississippi; and South Central Planning and Development Commission, (“**SCPDC**” or “**Licensor**”), a regional planning commission and political subdivision of the State of Louisiana, domiciled in Terrebonne Parish.

WITNESSETH:

WHEREAS, the parties previously entered into the Interlocal Contract for Licensing Agreement SCPDC Software, on or about April 8, 2019, (the “**Agreement**”). The parties desire to amend said Agreement as set forth below:

1. **Bay St. Louis Fleet & Asset Management Module** shall be added to this Agreement under the following monthly subscription rates: **\$450 per month**.
2. **2. GPS Monitoring Services.** The Bay St. Louis GPS monitoring solution is hereby added to the Agreement for thirty-nine (39) GPS units at a total monthly subscription rate of Nine Hundred Dollars (\$900.00), or Ten Thousand Eight Hundred (\$10,800.00) annually, subject to the following terms and conditions.

2.1 GPS Solution Overview and Pricing. The GPS solution provides location monitoring for vehicles and heavy machinery through GPS devices connected to Licensor’s monitoring platform. The service includes GPS monitoring functionality, equipment deployment, service-account activation, and access to the monitoring platform.

The initial deployment and subscription fees consist of the following:

Twenty-seven (27) Vehicle GPS Units at Twenty Dollars (\$20.00) per unit per month, totaling Five Hundred and Forty Dollars (\$540.00) per month and Three Thousand One Hundred Twenty Dollars (\$6,480.00) annually.

Twelve (12) Heavy Machinery GPS Units at Thirty Dollars (\$30.00) per unit per month, totaling Three Hundred and Sixty Dollars (\$360.00) per month and Five Thousand Forty Dollars (\$4,320.00) annually.

Thirty-nine (39) total GPS units, totaling Nine Hundred Dollars (\$900.00) per month and Ten Thousand Eight Hundred (\$10,800.00) annually.

Additional Vehicle GPS Units may be added at a monthly rate of Twenty Dollars (\$20.00) per unit. Additional Heavy Machinery GPS Units may be added at a monthly rate of Thirty Dollars (\$30.00) per unit. Any addition, removal, or change in the classification of GPS units will result in a corresponding adjustment to the monthly subscription fee.

2.2 Term. The term of the GPS Monitoring Services under this Agreement (“GPS Term”) shall commence on the date the first GPS unit is received by Licensee and shall continue for a period of one (1) year. Thereafter, the GPS Term shall automatically renew for successive one-year terms unless Licensee provides written notice of non-renewal to Licensor no later than forty-five (45) days before the expiration of the then-current term.

2.3 Deployment of GPS Units. Licensee may request additional GPS units at any time during the GPS Term by providing written notice to Licensor. Licensor shall use commercially reasonable efforts to fulfill such requests in a timely manner.

For each GPS unit delivered to Licensee in a condition ready for installation, Licensor shall establish a corresponding service account. Monitoring Service Fees for each unit shall commence upon Licensee’s receipt of the unit and continue monthly until the unit is returned to Licensor. Billing for an individual unit shall cease at the end of the billing cycle in which Licensor physically receives the returned unit.

Licensee shall be responsible for the care and safekeeping of all GPS units delivered to Licensee until the units are returned to Licensor.

2.4 Minimum Service Commitment per Unit. Because Licensor provides GPS hardware without an upfront purchase cost, each GPS unit delivered under this Agreement shall be subject to a minimum service period of twelve (12) months beginning on the date Monitoring Service Fees commence for that unit ("Unit Service Period"). The Unit Service Period allows Licensor to recover the equipment, configuration, and deployment costs associated with each unit.

If Licensee discontinues use of a GPS unit before completing its Unit Service Period, Licensee shall remain responsible for the Monitoring Service Fees due through the end of that Unit Service Period.

If this Agreement expires or terminates before completion of an applicable Unit Service Period, Licensee shall remain responsible for the Monitoring Service Fees due for the remainder of the Unit Service Period for each affected unit.

After completion of the Unit Service Period, Licensee may discontinue service for an individual GPS unit by returning the unit to Licensor. Billing shall cease in accordance with Section 2.3.

2.5 Equipment and Compatibility. Licensor may provide CalAmp GPS units or other commercially reasonable GPS devices compatible with Licensor's monitoring platform. Licensor may substitute equivalent or improved models as technology evolves, provided the substitution does not materially reduce overall functionality.

2.6 Purchase, Installation, and Ownership.

(A) Licensor shall procure the GPS units necessary to provide the monitoring services unless otherwise agreed to in writing.

(B) Licensee shall be solely responsible for coordinating and paying all installation costs.

(C) Unless otherwise agreed to in writing:

GPS units and SIM cards supplied by Licensor as part of the monitoring service shall remain the property of Licensor.

Licensee-owned GPS units reprogrammed for use with Licensor's monitoring system shall remain the property of Licensee.

SIM cards or embedded communication components provided by Licensor shall remain the property of Licensor.

GPS equipment purchased in full by Licensee shall remain the property of Licensee.

2.7 Removal upon Termination. Upon the termination or expiration of GPS Monitoring Services, Licensor may request the return of GPS units and related property owned by Licensor. Licensor must make the request within thirty (30) days after termination or expiration. Licensee shall remove and return the requested equipment at its expense within a reasonable period under the circumstances.

2.8 Repair and Replacement. Licensor shall replace GPS units damaged or rendered inoperable through no fault of Licensee.

If a GPS unit or related property owned by Licensor is damaged, destroyed, or rendered inoperable because of the negligence or intentional act or omission of Licensee or its employees, agents, officers, or contractors, Licensee shall either:

(A) replace the damaged equipment with equipment of equal functionality; or

(B) pay Licensor the equipment's then-current replacement cost.

Normal wear and tear shall not constitute damage.

3. **Modifications.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
4. **Conflict.** If there is a conflict among documents, the most recently fully executed document will prevail with regard to the conflict.
5. **Understanding, Fair Construction.** By execution of this Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Amendment. This Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the non-drafting party.
6. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

IN WITNESS WHEREOF, this Amendment is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Amendment and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

BAY ST. LOUIS

SOUTH CENTRAL PLANNING AND
DEVELOPMENT COMMISSION

Michael J Favre, Mayor

Kevin Belanger, Chief Executive Officer

Date: _____

Date: _____