



CONTRACT AMENDMENT

This Amendment #2 ("Amendment") to the Fleet Management Software Contract #20230012 ("the Contract"), by and between the City of Port St Lucie ("City") and the Contractor, as defined below, shall be effective as of the date this Amendment is fully executed.

Contractor's Full Legal Name:	Rarestep, Inc. d/b/a Fleetio
Solicitation No./Event ID:	20230012
Solicitation Title/Event Name:	Fleet Management Software
Contract Award Date:	10/25/2023
Initial Contract Term:	01/06/2020 through 01/05/2025
Current Contract Expiration Date:	09/15/2025
Requested Contract Expiration Date:	09/14/2030
Initial Contract Amount:	\$72,429
Current Contract Amended Amount:	N/A
Requested Financial Change Amount:	\$76,377.60 annually and one-time price of \$5,000
New Contract Amount:	\$76,377.60 annually and one-time price of \$5,000
Amendment No.:	2
Amendment Type:	Extension

WHEREAS, the Contract, including any previous amendments, is in effect through the Current Contract Expiration Date, as defined above; and

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

The following modifications to the Terms and Conditions contained in Contract are hereby incorporated and made a part of that Contract.

1. RENEWAL. The parties hereby agree that the Contract will be renewed for an additional period, as follows:

a. Renew Contract term for an additional one-year, as follows:

- Beginning Date of Amendment Term: **September 15, 2025**
- End Date of Amendment Term: **September 14, 2030**

b. The parties agree the Contract will expire at midnight on the date defined as the "End Date of Amendment Term" unless the parties agree to extend the contract for an additional period. Such agreement must be written and signed by both parties.

2. RENEWAL PRICE: The City shall pay the following Subscription Price during the renewal period in this Amendment:

Subscriptions				
Product	Quantity	Price	Discount	Per Payment Amount
Premium	1,300	\$73.44	20%	\$76,377.60
Onboarding: 1000+ Vehicles	1	\$10,000.00	50%	\$5,000.00

3. INSURANCE. The following shall be added to Section 7 – Insurance, of the Contract:

Cyber Liability Insurance: Contractor shall agree to maintain Cyber Liability in limits not less \$1,000,000 Per Occurrence for direct loss, legal liability, and consequential loss resulting from cyber security breaches. Coverage to include coverage for Privacy & Security Liability, Security Breach Response / Customer Breach Notice Expense, Cyber Extortion and Electronic Media Liability. The City of Port St. Lucie must be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary and non-contributory basis.

4. BOND RIDER. If a Performance and Payment Bond was required under the Contract, then Contractor shall also furnish an acceptable recorded bond rider


covering the cost difference added to the Contract price under this Amendment. The requirements for such a bond rider shall be subject to the same terms and conditions as the original Performance and Payment Bond under the Contract.

1. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
2. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the Contract, including any written amendments thereto, shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding, and enforceable obligations of the parties. This Amendment and the Contract, including any written amendments thereto, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

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IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Rarestep, Inc. dba Fleetio
Authorized Signature:	<small>DocuSigned by:</small>  <small>047DB12F93104B5...</small>
Printed Name and Title of Person Signing:	Marguerite Bui, Associate General Counsel
Date:	7/28/2025
Company Address:	1900 2nd Ave North Suite 300 Birmingham, AL 35203

CITY OF PORT ST. LUCIE

Authorized Signature:	
Printed Name and Title of Person Signing:	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
Date:	
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984