

**DATE:**

05/23/2024

**AGENDA ITEM (ACTION ITEM):**

**Consider/Approve** the amendment to the sales contract with EKOS/GE Software to combine support services under the previously approved (May 2022) master contract due to the acquisition of Gilbarco under the EKOS/GE Software brand.

**APPLICABLE BOARD POLICY:**

04.31 Authority to Encumber and Expend Funds

**HISTORY/BACKGROUND:**

The existing EKOS/GE Software master contract is in place to provide services and support for the Transportation Fueling Systems. This contract was established in May 2022 for 5 years with option for renewal for an additional 3 years. Due to continued acquisition of several brands, the services for support services previously under Gilbarco have been combined under the EKOS/GE Software. This allows the district to have 1 point of contact and 1 renewal for these services per year. This system will utilize the existing equipment that was installed in 2013 and is hardware agnostic meaning should we switch tank hardware, the software will still work. This also aligns the district with the new fueling center as part of the Support Operations Construction project.

**FISCAL/BUDGETARY IMPACT:**

\$80/year/controller

**RECOMMENDATION:**

**Approval to** the amendment to the sales contract with EKOS/GE Software to combine support services under the previously approved (May 2022) master contract due to the acquisition of Gilbarco under the EKOS/GE Software brand.

**CONTACT PERSON:**

**Matthew Winkler, Director of Technology; Jim Hale, Director of Transportation; David Lloyd, Executive Director of Operations**

  
\_\_\_\_\_  
*Principal/Administrator*

  
\_\_\_\_\_  
*District Administrator*

  
\_\_\_\_\_  
*Superintendent*

*Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda. Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent’s mailbox.*



**AMENDMENT NO. 1 TO EKOS SOFTWARE LICENSE AGREEMENT**

This **AMENDMENT NO. 1 TO EKOS SOFTWARE LICENSE AGREEMENT** (“Amendment”), effective 5/16/2024 (“Amendment Effective Date”) is by and between Kenton County Schools (“Customer”) and **EKOS Inc.** (“Company”). Customer and Company desire to amend the EKOS SOFTWARE LICENSE AGREEMENT between the parties, having an effective date of 1/24/2023 (the “Agreement”) to add the EKOS Software & Services as follows:

Please select your EKOS Products and Services that will be added to the existing agreement

<input checked="" type="checkbox"/>	<b>EKOS SOFTWARE + SERVICES MENU</b>	<b>Quantity</b>	<b>Per Month Prices</b>	<b>Setup Fees (One-time)</b>
<input type="checkbox"/>	EKOS Fuel Site Module		\$179 per site/controller	\$3,000
<input checked="" type="checkbox"/>	EKOS Support Services**	3	\$80 per controller	
<input type="checkbox"/>	EKOS Compliance Module		\$19 per site	
<input type="checkbox"/>	EKOS Bulk Fuel Module		\$100 per site	
<input type="checkbox"/>	EKOS Fuel Card Module		\$70 per site	
<input type="checkbox"/>	EKOS Fleet Maintenance Module		\$7 per vehicle	\$10,000
<input type="checkbox"/>	EKOS Fleet MM with GPS (Active Tracking)		\$20 per vehicle	\$15,000
<input type="checkbox"/>	EKOS Fleet MM with GPS (OBD Only)		\$15 per vehicle	
<input type="checkbox"/>	EKOS Fleet MM with GPS (Asset Tracking)		\$10 per asset	
<input type="checkbox"/>	EKOS GPS and OEM Integrations		\$5 per asset	
<input type="checkbox"/>	EV Module		\$20 per connector	\$3,000
<input type="checkbox"/>	Cellular Communications Module			
<input type="checkbox"/>	Cellular Connections		\$65 per controller (includes ATG)	
			\$20 per ATG or L2 EV Charger	
<input type="checkbox"/>	LAN Communications Module (ET)		\$20 per site	
<input type="checkbox"/>	EKOS Invoice Audit		\$120 per site	TBD
<input type="checkbox"/>	REV		\$50 per device	
<input type="checkbox"/>	Wireless Monitor Connect		\$20 per device	
<input type="checkbox"/>	Bulk Fuel Concierge		\$.02 per gallon	
<input type="checkbox"/>	Single Sign On (SSO) Integration			
<input type="checkbox"/>	Custom Development Requests			Quoted based on scope of work
<input type="checkbox"/>	EKOS Service and Repair Concierge		\$125 per site	
<input type="checkbox"/>				
	<b>Total One-Time Setup Fees</b>			\$
	<b>Total Monthly Amount</b>		\$	
	<b>Total Contract Amount</b> (Minimum Amount Billed Over Term)		\$	

**3.7 GPS (Optional).** If Customer elects to use the EKOS GPS from Teletrac Navman, customer shall pay an annual fee based on the number of assets to be tracked and devices deployed at the start of each fiscal year. Customer can elect to purchase additional GPS devices at any time during the life of this contract, and fees will be prorated based on date of purchase. GPS devices will be provided as part of the monthly fee for the service as listed on page one of this agreement. Installation of the GPS device is the responsibility of the customer. If requested EKOS will facilitate the device installation for an additional one-time fee of \$199 per device. The terms and conditions for the use of the GPS device can be found at <https://www.teletracnavman.com/media/23781/terms-and-conditions-teletrac-navman-usa-may-2023.pdf>.



Capitalized terms used but not defined herein shall have the meanings given to them in the Agreement. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument, and the delivery via facsimile or email transmission of an executed counterpart shall constitute delivery of the executed counterpart. Except as expressly modified, amended and supplemented in this Amendment, the Agreement remains unchanged and in full force and effect on the date hereof.

The parties agree that the signatures provided below may be original signatures, a facsimile or email of an original signature, a stamped copy of an original signature or a computer generated copy signature. The parties further agree and intend that any such form of signature shall be binding upon the party providing the signature, and that the delivery via facsimile transmission or email of an executed copy of this Amendment by a party shall constitute delivery of the executed Amendment by such party.

**IN WITNESS WHEREOF**, Customer and Company have set their signatures below.

Customer	EKOS, Inc.
By: <i>(Printed Name)</i>	By: <i>(Printed Name)</i>
Customer Signature:	Signature:
Title:	Title:
Date:	Date:

Only 1 signature required. Additional Signatures can be added below

Signature:

Signature:

Signature:

**\*\*EKOS Support Services** provides you with a dedicated support team to troubleshoot and provide solutions for any software related issues with EKOS. This service replaces "Gasboy System Services."