

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.24
(ID # 29289)**

MEETING DATE:
Tuesday, December 16, 2025

FROM : FIRE DEPARTMENT

SUBJECT: FIRE DEPARTMENT: Approve the E.J. Ward Hardware and Fuel View Agreement with E.J. Ward, Inc. for Fire Fuel Management System Implementation for three years through November 18, 2028 with the option to renew for two one-year periods, All Districts. [Total Cost \$1,963,608, up to 10% in additional compensation; 24% Department General Fund, 33% Structural Fire Taxes, 43% Contract Reimbursement]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the E.J. Ward Hardware and Fuel View Agreement with E.J. Ward, Inc. for Fire Fuel Management System Implementation for three years through November 18, 2028 with the option to renew for two one-year periods for an aggregate amount of \$1,963,608; and authorize the Chair of the Board to execute the Agreement on behalf of the County;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to: (a) issue Purchase Orders to E.J. Ward, Inc, that do not exceed the total compensation approved by the Board; and (b) based on the availability of fiscal funding and as approved as to form by County Counsel, sign amendments, including modifications of the scope of service, that stay within the intent of the Agreement, and modifications to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total annual cost of the Agreement for Fire Department.

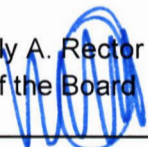
ACTION:


Robert Fish, Battalion Chief 11/21/2025

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Perez and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Spiegel, Washington, Perez, and Gutierrez
Nays: None
Absent: Medina
Date: December 16, 2025
xc: Fire

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 1,431,798	\$ 124,577	\$ 1,963,608	\$ 0
NET COUNTY COST	\$ 343,632	\$ 29,898	\$ 471,266	\$ 0
SOURCE OF FUNDS: Department General Fund 24%, Structural Fire Taxes 33%, Contract Reimbursement 43%			Budget Adjustment:	No
			For Fiscal Year:	25/26

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On July 27, 2021 (Minute Order 3.24), the Board of Supervisors approved Fuel View 4 Software as a Service (SaaS) and Cellular Communication Agreement with E.J. Ward, Inc. in the amount of \$608,509, plus \$100,000 in contingency authority for fuel management services, with participation from multiple Departments. The original Form 11 contemplated the future participation of the County Fire Department pending available funding.

The Fire Department seeks to implement a modernized and centralized fuel terminal automation solution to replace its existing manual fuel tracking process. The current process relies on handwritten logs. This new system will include fuel-controlled hardware, cloud-based fuel view software, and ongoing support and hosting services. The implementation will provide closure to audit findings from 2025 and 2010.

The Fire Department is now prepared to implement the E.J. Ward Fuel View system at all applicable locations as a single project starting in FY 25/26. This request includes the fully estimated cost of \$1,963,608 for implementation at all County Fire Department sites, which includes maintenance and installation of the terminals. Procurement was conducted through the cooperative Sourcewell agreement 081524-EJW. The cooperative provides competitively solicited pricing. E.J. Ward is the only awarded vendor that is fully integrated with Faster, the County's fleet management system.

County Departments such as Fleet Services, Flood Control, Transportation and Land Management (TLMA), and Waste Resources are already utilizing this E.J. Ward system.

Impact on Residents and Businesses

There is no direct negative impact on private residents or businesses. Improving the County's internal fuel management operations enhances emergency preparedness and supports County Fire's operational effectiveness in both daily service and critical incident response.

Additional Fiscal Information

The majority of costs will occur in the first year for hardware procurement and system setup and are funded within the Department's budget. Ongoing costs for hosting, service, and support will

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STATE OF CALIFORNIA**

be covered within the Department's ongoing operating budget. The total estimated cost is \$1,963,608 over the total potential five (5) years, for a total authorization of \$1,963,608:

Description:	FY25/26	FY26/27	FY27/28	FY28/29	FY29/30	Total
One-time Costs:						
Equipment	\$645,750					\$645,750
Sales Tax	\$56,503					\$56,503
Project Management	\$50,880					\$50,880
Hardware Installation	\$530,000					\$530,000
Shipping & Handling	\$27,825					\$27,825
Ongoing Costs:						
SaaS (software service)	\$120,840	\$124,577	\$129,768	\$135,175	\$142,290	\$652,650
Total Costs	\$1,431,798	\$124,577	\$129,768	\$135,175	\$142,290	\$1,963,608

Contract History and Price Reasonableness

The proposed agreement with E.J. Ward, Inc. utilizes pricing and terms and conditions from the Sourcewell cooperative agreement awarded to the vendor. Sourcewell, a purchasing organization for public sector entities, offered a competitively bid award for Fuel Management Systems. The award resulted from a Request for Proposal (RFP) conducted by Sourcewell, in which nineteen (19) bidders responded and nine (9) bidders were awarded a contract, including E.J. Ward, Inc. Based on the services that E.J. Ward, Inc. provides, the Riverside County's Departments (County Fire, Fleet Services, Flood Control, Transportation and Land Management, and Waste Resources) determined that this vendor has the capability and necessary experience to meet the needs of the County. Additionally, San Bernardino County's Fleet Management Department implemented E.J. Ward, Inc.'s fuel controllers and hosting services to meet their fuel controller system requirements. San Bernardino County has utilized E.J. Ward since 2015 and has been very satisfied with the service.

ATTACHMENT:

E.J. Ward Hardware and Fuel View Agreement


Melissa Curtis, Deputy Director of Purchasing and Fleet 12/10/2025


Aaron Gettis, Chief of Deputy County Counsel 12/9/2025



E.J. Ward Hardware and Fuel View Agreement

This Agreement is entered into on DEC 16, 2025, between E.J. Ward, Inc., a Nevada corporation with its principal place of business located at 12621 Silicon Drive #130, San Antonio, Texas, 78249, and the County of Riverside, a political subdivision of the State of California ("Customer"), and shall be effective as of the date of approval by the County Board of Supervisors (the "Effective Date").

Terms & Conditions

The Agreement is between E.J. WARD, INC. ("we," "us" "EJW" "SFS" "our" or "CONTRACTOR") and the Customer who orders our products and services ("you," "your" or "Customer").

This Agreement, including Exhibits A, B and C which are attached hereto and incorporated herein by this reference, governs your purchase and use of all Services offered by E.J. WARD, INC., as may be further described in this Agreement or any Order. This Agreement applies to you and your employees, agents, contractors, or other users who obtain Services from E.J. WARD, INC. (each such person or entity being a "User"). You must register with E.J. WARD, INC. and accept the terms of this Agreement to use the Services.

BY REGISTERING FOR AND USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE THAT YOU AND YOUR USERS WILL BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT.

This Agreement is the complete and exclusive agreement between you and E.J. WARD, INC. regarding its subject matter and supersedes and replaces any prior agreement, understanding, and communication, written or oral.

Your use of E.J. WARD, INC. services is governed by this Hardware and Fuel View Software as a Service and Extended Warranty Agreement, the Acceptable Use Policy, and the terms of your Order. When we use the term "Agreement" in any of the Hardware and Fuel View Software as a Service and Extended Warranty Agreement, the Acceptable Use Policy, or an Order, we are referring to all of them collectively. If there is any inconsistency or conflict between the provisions of these documents, then the documents will be given precedence in the following order: (a) the Hardware and Fuel View Software as a Service and Extended Warranty Agreement, (b) the Acceptable Use Policy, (c) and the terms of your Order. In the event there is any conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of the End User Agreement, which is attached hereto as Exhibit "C" and incorporated herein by this reference, the terms and conditions of this Agreement shall govern and control the rights and obligations of the parties.

SaaS Support Number 1-800-580-WARD (9273) or email support@ejward.com (email for non-emergency support only during normal business hours: Monday-Friday 8am-5pm CST).



Definitions

“Acceptable Use Policy” means E.J. WARD, INC.’s Acceptable Use Policy (Exhibit A) as of the date you sign or submit your Order.

“Business Day” means 8:00 a.m. - 5:00 p.m. Central Standard Time (CST), Monday through Friday, excluding federal public holidays in the United States.

“Confidential Information” means all information disclosed by either party to the other, whether before or after the effective date of the Agreement, that the recipient should reasonably understand to be confidential, subject to applicable federal and state disclosure laws and regulations.

“Distributor” means a third party appointed by either E.J. WARD, INC., LLC to distribute PRODUCT(S) directly to customers subject to the terms and conditions imposed by their agreement.

“EFT” means Electronic Fund Transfer.

“End User” means a third party sublicensed by E.J. WARD, INC. or DISTRIBUTOR to use a PRODUCT(S) for its customary internal business purposes and not for redistribution.

“E.J. WARD, INC. Website” means website located at <http://www.ejward.com>.

“Excessive” is defined for the purpose of this Agreement as time spent beyond what is considered industry acceptable, proper, usual, or necessary to solve the problem solely based on the judgment of E.J. WARD, INC. Technical Support or the “seller”.

“Exchange Policy” means Exchange and/or repair of components is normally two to three (2/3) days after the receipt of the items in need of repair or exchange or after the receipt of a Return Material Authorization (RMA) A Customers exchange and shipment to the company must comply with the Return Material Authorization (RMA) policy found in the current published price book and reference a support ticket number assigned by E.J. WARD, INC. Technical Support.

“Order” means either: (a) an order that you submit to E.J. WARD, INC. via email, fax, US Mail or the E.J. WARD, INC. Website or (b) any other written order (either in electronic or paper form) provided to you by E.J. WARD, INC. for signature that describes the Services you are purchasing, and is signed by you, either manually or electronically.

“Onsite Labor” for the purpose of this Agreement is defined as a single technician’s time spent at the hardware’s location to troubleshoot, repair or replace defective components. It does not include travel time or mileage charges to and from the service call.

“Overtime Rates” for the purpose of this Agreement are defined as charges equal to 1.5 times the base rate (preferred or otherwise) for work performed after normal business hours, on weekends or holidays. For work performed after normal business hours, weekends, or holidays invoiced at a minimum of four (4) hours, not inclusive of travel or other direct costs.

“Preferred Rates” for the purpose of this Agreement are defined as those rates in the current published semi-annually E.J. WARD, INC. price book using Sourcewell (formally NJPA) or other similar cooperative group discounts.



"Reseller" means a third party appointed by either E.J. WARD, INC., to sell products, systems and solutions directly to customers subject to the terms and conditions imposed by their Agreement.

"SaaS" means Software as a Service.

"Services" means those E.J. WARD, INC. products or services described in the Customers Order.

"Service Response vs Service Repair" means the Service Response requirements as defined in this Agreement. The actual time to Repair the equipment however, cannot be determined or controlled by the response time period. Each service call will require analysis to determine the failure, actual repair, and testing to confirm the unit is working within specifications. In special cases, the repair may require unique parts which require additional time to obtain.

"Software as a Service" means Fuel View, and/or its IoT version Hosted by E.J. WARD, INC and deployed over the Internet rather than installed on a client's computer as of the date you sign or submit the Order.

"Third Party Products" means third party software or products that E.J. WARD, INC. may provide to you under this Agreement.

"Third Party Hardware Support" means E.J. WARD, INC. agrees to provide customers with limited technical support in troubleshooting problems associated with "Third-Party" or "Non-Covered" hardware or software. E.J. WARD, INC. Technical Support may consult with representatives of other support organizations if required. If the time required to resolve third party issues is excessive, customers will be contacted for authorization to proceed before charges are incurred.

"Third Party Vendors" means an authorized reseller, certified service provider and other relationships that E.J. WARD, INC. established with certain commercial vendors.

Obligations, Rights and Responsibilities

E.J. WARD, INC. Obligations

For all Orders accepted by E.J. WARD, INC. and subject to this Agreement, E.J. WARD, INC. agrees to provide the Services and the applicable support listed on your Orders, subject to and in accordance with E.J. WARD, INC., its Hardware and Fuel View, SaaS and Extended Warranty Agreement.

- a) E.J. WARD, INC. shall provide immediate notification of any unauthorized use of Customer's account, issues that impact the security, stability and operational reliability of the Customer's data and/or applications used to access the data.
- b) Resolution times are as referenced in "Exhibit B" attached.

Your Obligations

You agree to do each of the following:

- a) pay when due the fees for the Services and any additional applicable charges;
- b) use reasonable security precautions in light of your use of the Services;
- c) cooperate with E.J. WARD, INC. LLC reasonable investigation of outages, security issues, and any suspected breach of the Agreement;
- d) keep your billing contact and other account information up to date;



- e) immediately notify E.J. WARD, INC. of any unauthorized use of your account or any other breach of the security of the Services; provided, that in the event of a dispute between the parties regarding the interpretation of applicable law or the Acceptable Use Policy, then E.J. WARD, INC.'s reasonable determination will control;
- f) pay all federal, state, and local sales, use, surcharges, excise, franchise, property, gross receipts, license, privilege, and any other taxes assessed with respect to the Services; and
- g) provide E.J. WARD, INC. with accurate factual information to help determine if any tax is due with respect to the provision of the Services, and if E.J. WARD, INC. is required by law to collect taxes on the provision of the Services, then you must pay E.J. WARD, INC. the amount of the tax due or provide satisfactory evidence of your exemption from the tax to the extent permissible law.

Acceptable Use Policy

By agreeing to the terms and conditions of this Agreement, you agree to E.J. WARD, INC.'s Acceptable Use Policy (Exhibit A), which is expressly incorporated herein by reference.

Intellectual Property Rights

You warrant, represent, and covenant to E.J. WARD, INC. that:

- a) you possess the legal right and ability to enter into this Agreement;
- b) you and your Users will use the Services only for lawful purposes and in accordance with this Agreement, E.J. WARD, INC.'s Acceptable Use Policy, and all applicable E.J. WARD, INC. policies and guidelines, as contained in this Agreement or posted on the E.J. WARD, INC. Website; and
- c) you and your Users have obtained all license or other rights necessary to install or use any software or products in conjunction with your use of the Services.

IP Numbers

E.J. WARD, INC. will maintain and control ownership of all Internet protocol numbers and addresses it may assign to you or request to be provided by you. E.J. WARD, INC. may, in its sole discretion, change or remove or request new Internet protocol numbers and addresses.

Third Party Products

For your convenience, E.J. WARD, INC. may provide you access to Third Party Products through certain Third-Party Vendor relationships. Neither E.J. WARD, INC. nor any Third-Party Vendor makes any representations or warranties of any kind, express or implied, regarding any Third-Party Products.

You agree that you will not

- a) copy any license keys or otherwise decrypt or circumvent any license key,
- b) run Third Party Products on a second system or through any other hosting provider, remove, modify, or obscure any copyright, trademark, or other proprietary rights notices that appear on or during use of any product provided by Ward, or reverse engineer, decompile, or disassemble any product provided under this Agreement, except to the extent that such activity is expressly permitted by E.J. WARD, INC. in writing or applicable law.

You agree to observe the terms of any license or applicable end user subscriber agreement for Third Party Products and E.J. WARD, INC. will not have any liability for your use of any Third-Party Products or any violation of any license agreements or end user subscriber agreements that govern such Third-Party Products. You will be solely responsible for any additional software or products that you install or use in conjunction with the Services provided herein.



Additional Requirements for Using Microsoft Software or Server Operating Systems under Microsoft Corporation's licensing terms.

If Microsoft software is provided to you as part of the Services, then additional restrictions may apply, including but not limited to limits on the number of authenticated users of the hosted environment unless expressly noted in your Order.

Confidentiality

Subject to applicable federal and state disclosure laws and regulations, any Confidential Information disclosed by one party ("Disclosing Party") to the other party ("Recipient") in connection with this Agreement that is marked confidential or that due to its character and nature, a reasonable person under like circumstances would treat as confidential including without limitation: (a) for you, all information transmitted to or from, or stored on, E.J. WARD, INC.'s systems, (b) for E.J. WARD, INC. unpublished prices and other terms of service, audit and security reports, product development plans, data center designs, server configuration designs, and other proprietary information or technology, and (c) for both parties, information that is marked or otherwise conspicuously designated as confidential. Information that is developed by either party on its own, without reference to the other's Confidential Information, or that becomes available to either party other than through breach of the Agreement or applicable law, will not be considered "Confidential Information" of the other party and shall be protected and held in confidence by the Recipient. Disclosure of the Confidential Information will be restricted to the Recipient's employees, contractors, affiliates, or agents (including outside counsel and consultants) on a "need to know" basis in connection with the services, who are bound by confidentiality obligations no less stringent than these prior to any disclosure. Each party may disclose Confidential Information relating to the Services to providers of goods and services for the engagement to the extent such disclosure is necessary and reasonably anticipated. Confidential Information does not include information which: (i) is already known to Recipient at the time of disclosure; (ii) is or becomes publicly known through no wrongful act or failure of the Recipient; (iii) is independently developed by Recipient without benefit of Disclosing Party's Confidential Information; (iv) is received from a third party which is not under and does not thereby breach an obligation of confidentiality; or (v) is subject to federal and state disclosures laws and regulations. Each party agrees to protect the other's Confidential Information at all times and in the same manner as each protects the confidentiality of its own proprietary and confidential materials, but in no event with less than a reasonable standard of care. A Recipient may disclose Confidential Information to the extent required by law, including California's Public Records Act, but that disclosure does not relieve Recipient of its confidentiality obligations with respect to any other party.

Term and Payment for Services

This Agreement will be for the "Initial Term" as further described in the Sales Order. If no term is listed in the Sales Order, then the Initial Term will be thirty-six (36) months. At the end of the Initial Term, the Agreement will renew on a month-to-month basis. If you do not wish to renew, you must provide E.J. WARD, INC. the Cancellation Request as provided in this Agreement.

Termination

This Agreement may be terminated in one of the following ways:

- a) by you without cause and for convenience by providing a Cancellation Request after the "Initial Term".
- b) by E.J. WARD, INC. without cause by providing you with a written notice at least thirty (30) days prior to the termination date but not before expiration of the "Initial Term".
- c) by E.J. WARD, INC. in the event you do not pay any undisputed fees due hereunder within or after forty- five (45) days of the due date.
- d) by you or E.J. WARD, INC. if a party commits a material breach of or fails to perform any obligations under this Agreement and has not cured such breach or failure within forty-five (45) days of receiving written notice from the terminating party specifying such breach or failure;



or as otherwise provided in this Agreement or the Acceptable Use Policy.

Termination Liability

If you terminate this Agreement before the end of the Initial Term other than for E.J. WARD, INC.'s material breach, then you will be required to pay:

- a) actual amounts that have been invoiced for the "SaaS" Hosting and "Cellular Services" provided to the date the Agreement is terminated as determined by the Cancellation Date, and
- b) for non-monthly Agreements, the remaining difference between the last invoiced date and the end of the "Initial Term" for the Services listed on the Order at the time of the Order.
- c) and the rate is discounted based on any and all promotions.

Payment

- a) All charges under this Agreement are due and payable on the due date of the invoices unless otherwise agreed to in writing.
- b) For recurring billing, "SaaS" Hosting and "Cellular Services" are billed one month in advance and payments are due 30 days from the date of invoice.
- c) for non-recurring fees (such as fees for initial set-up, backup overages, bandwidth overages, paid for support request and any other non-recurring service) on or around the date incurred, or on or around the first day of the billing cycle that follows the date incurred, at E.J. WARD, INC.'s option; provided that E.J. WARD, INC. may wait to invoice the total aggregate fees due at the next billable cycle. Unless otherwise agreed in the Order or modified via request, your billing cycle will be monthly, beginning on the date that E.J. WARD, INC. first makes the Services available to you.
- d) Unless you have made other arrangements, E.J. WARD, INC. will charge your credit card on the due date. If you pay by ACH or EFT, then all charges on your account must be paid on or before the due date of the invoice.
 - a. Charges that are not disputed within sixty (60) days of the date charged are conclusively deemed accurate.
- e) You also will be responsible for any costs E.J. WARD, INC. incurs enforcing collection of any amounts due under this Agreement, including without limitation reasonable attorney's fees, court costs, or collection agency fees.
- f) You will be responsible for costs due to insufficient funds and other charges that are incurred in connection with payment processing for your account.
- g) You agree that you will notify E.J. WARD, INC. of any changes to your account, your billing address, or any information that E.J. WARD, INC. may reasonably require in order to process your payments in a timely manner.
- h) Payment for invoices that are not formally and rightfully deemed as disputed may be subject to interest at a rate of one and one-half percent (1.5%) per month accruing from date the invoice was due, subject to applicable law.

Refund and Disputes

Except where expressly provided in this Agreement, all payments to E.J. WARD, INC. are nonrefundable. This includes but is not limited to any applicable setup fees and subsequent charges, regardless of usage.

You must report any overcharges or billing disputes to E.J. WARD, INC. within sixty (60) days of the time on which you became aware, or should have become aware, of the existence of the overcharge or dispute.

Data Control and Location of Services

The method and means of providing the Services shall be under the exclusive control, management, and supervision of E.J. WARD, INC. giving due consideration to the requests of the Customer. The Services (including data storage), shall be provided solely from within the continental United States and on computing and data storage devices residing therein.



Data Ownership

Customer's data which shall also be known and treated by E.J. WARD, INC. as Confidential Information shall include: (a) data collected, used, processed, stored, or generated as the result of the use of the Services; and, (b) identifiable information collected, used, processed, stored, or generated as the result of the use of the Services. Customer's data is and shall remain the sole and exclusive property of the customer and all right, title, and interest in the same is reserved by the customer.

This Section shall survive the termination of this Agreement.

E.J. WARD, INC. Use of Customer Data

E.J. WARD, INC. is provided a limited license to Customer Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display Customer Data only to the extent necessary in the providing of the Services. E.J. WARD, INC. shall: (a) keep and maintain Customer Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose Customer Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Agreement, and applicable law; and, (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Customer Data for the benefit of anyone other than the Customer without Customer's prior written consent. This Section shall survive the termination of this Agreement.

Backup and Recovery of Customer Data

Customer data will be mirrored in real-time, backed up not less than hourly and moved, disaster recovery data resides within the United States. A Service Level Commitment Agreement is attached as Exhibit B. A Recovery Point Objective of not more than seventy-two (72) hours for the system and application in a disaster is in place. E.J. WARD, INC. tests system failover quarterly and the Business Continuity / Disaster Recovery Plan is reviewed annually and with its critical vendors.

Maintenance Periods / Application Updates

Unless as otherwise agreed to by Customer on a case-by-case basis, E.J. WARD, INC. shall provide no less than three (3) calendar days prior notice to Customer of all non-emergency maintenance or updates to be performed on the Services or application, such notice shall include a detailed description of all maintenance to be performed. For emergency maintenance, patches, critical bug fixes E.J. WARD, INC. shall provide as much prior notice as commercially practicable to the Customer and shall provide a detailed description of all maintenance performed no greater than one (1) calendar day following the implementation of the emergency maintenance.

Data Retention Policy after Contract Expiration

E.J. WARD, INC. makes no guarantees about retaining any data stored on E.J. WARD, INC. systems or servers following expiration or termination of this Agreement. E.J. WARD, INC. will typically delete such data

- a) ninety (90) days following termination of any "Software as a Service" agreement by either you or E.J. WARD, INC. or
- b) on your next billing date following termination of any "Software as a Service" agreement by either you or E.J. WARD, INC. You will not have access to your data stored on systems or servers during a suspension or following a termination.

Limitation of Liability and Indemnity

Monitoring User Activity

Users voluntarily engage in the activity of Internet use and bear the risks associated with that activity.

E.J. WARD, INC. exercises no control over and expressly disclaims any obligation to monitor its customers and other Users with respect to breaches of this Agreement or any



content of the information made available for distribution via the Services, including without limitation any information passing through E.J. WARD, INC.'s host computers, network hubs and points of presence, or the Internet, or any content posted any User may post on any server or website.

Interruption of Service

Except as set expressly provided in this Agreement, E.J. WARD, INC. or will not be liable for any temporary delay, outages, or interruptions of the Services. Further, it's not liable for any delay or failure to perform its obligations under this Agreement, where the delay or failure results from any act of God or other cause beyond its reasonable control (including, without limitation, any mechanical, electronic, communications, or third-party supplier failure). E.J. WARD, INC. cannot guarantee that (i) access to the Services will be uninterrupted or error-free, (ii) defects will be corrected, or (iii) the Services will be secure.

Insurance

Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than **\$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.**

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than **\$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.** Policy shall name the COUNTY as Additional Insureds.

C. Cyber Liability Insurance:

CONTRACTOR shall procure and maintain Cyber Liability Insurance with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

D. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.



2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CONTRACTOR insurance carrier(s) policies does not meet the minimum notice requirement found herein, CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

4) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

5) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

6) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Management's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

7) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

8) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

9) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement

County Indemnity/Hold Harmless

CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CONTRACTOR shall defend,



at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

Governing Law

With respect to Services rendered by E.J. WARD, INC. in the United States of America, this Agreement will be governed by, and construed in accordance with, the laws of The State of California and the County of Riverside, California, and all disputes arising out of or related to this Agreement will be brought exclusively in the courts located in The State of California and the County of Riverside; provided, however, that neither party will be prevented from enforcing any related judgment against the other party in any other jurisdiction.

Miscellaneous Provisions

The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default and will not act to amend or negate the rights of the waiving party. You may not sell, assign or transfer your rights or delegate your duties under this Agreement either in whole or in part without the prior written consent of E.J. WARD, INC. and any attempted assignment or delegation without such consent will be void. E.J. WARD, INC. shall not delegate or assign any interest in this Agreement whether by operation of law or otherwise, without the prior written consent of Customer; any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect. E.J. WARD, INC. and the Customer agree that, except as otherwise expressly provided in this Agreement, the Order, or the terms and conditions of use of any Third-Party Products, there will be no third-party beneficiaries to this Agreement. To the extent any portion of this Agreement is determined to be unenforceable by a court of competent jurisdiction, such unenforceability will not invalidate this Agreement as a whole, but only that specific portion held to be unenforceable, and all other terms and conditions contained in this Agreement will remain in full force and effect. Any provision of this Agreement that, by its nature, is applicable to circumstances arising after the termination or expiration of this Agreement will survive such termination or expiration and remain in full force and effect, and no termination or expiration of this Agreement will relieve either party from any liability arising out of any breach of this Agreement occurring prior to said termination or expiration. Neither party will be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent such failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, acts of God, government restrictions (including without limitation the denial or cancellation of any export or other necessary license), wars, insurrections, acts of terrorism, failure of suppliers, subcontractors, and carriers, or third party to substantially meet its performance obligations under this Agreement. Unless otherwise specified herein, all notices, demands, requests or other communications required or permitted under this Agreement will be deemed given when delivered personally, sent by



facsimile upon confirmation, sent and received by return receipt email, or upon receipt of delivery of overnight mail.


Electronic Signatures


This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. E.J. WARD, INC. represents and warrants that the individual signing this Agreement on behalf of E.J. WARD, INC. has full and complete authority to bind E.J. WARD, INC. to each and every term of this Agreement. Each Party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The Parties further agree that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

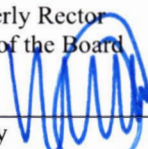
IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

E.J. WARD a corporation registered to do business in the State of California

By: 
V. Manuel Perez
Chair, Board of Supervisors
Dated: DEC 16 2025

By: 
Name: Markay R. Ward
Title: President & CEO
Dated: 12/09/2025

ATTEST:
Kimberly Rector
Clerk of the Board
By: 
Deputy


APPROVED AS TO FORM:
Minh C. Tran
County Counsel
By: 
Amrit P. Dhillon
Deputy County Counsel



EXHIBIT A

Acceptable Use Policy

This Acceptable Use Policy (the "AUP") governs your use of all products and services (collectively, the "Services") offered by E.J. WARD, INC. This AUP applies to you and your employees, agents, contractors, or other users who obtain and use the Services from E.J. WARD, INC. (each such person or entity being a "User").

BY REGISTERING FOR AND USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AUP AND AGREE THAT YOU AND YOUR USERS WILL BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AUP.

Prohibited Use. E.J. WARD, INC.'s services may only be used for lawful purposes. Users may not use the Services to engage in, foster, or promote illegal, abusive, or irresponsible behavior, including:

- 1) Utilizing the Services to send mass unsolicited e-mail to third parties.
- 2) Utilizing the Services in connection with any illegal activity. Without limiting the general application of this provision, users may not: utilize the services to:
 - a) Copy material from third parties (including text, graphics, music, videos, or other copyrightable material) without proper authorization;
 - b) Misappropriate or infringe the patents, copyrights, trademarks, or other intellectual property rights of E.J. WARD, INC. or any third party;
- 3) Violate any applicable state, federal, and international law.

Utilizing the Services in connection with any tortious or actionable activity.

Without limiting the general application of this provision, users may not utilize the Services to:

Publish or disseminate information that

- 1) constitutes slander, libel or defamation,
- 2) publicizes the personal information or likeness of a person without that person's consent or
- 3) otherwise violates the privacy rights of any person.

Utilizing the Services in connection with any other disruptive or abusive activity. Without limiting the general application of this provision, Users may not utilize the Services to:

- 1) Cause denial of service attacks against E.J. WARD, INC. LLC or other network hosts or Internet users or to otherwise degrade or impair the operation of the services, facilities, or the servers and or Internet users;
- 2) Offer mail services, mail forwarding capabilities other than for the user's own account;
- 3) Resell access to software installed on E.J. WARD, INC.'s;
- 4) Subvert, or assist others in subverting, the security or integrity of any systems, facilities, or equipment;
- 5) Gain unauthorized access to the computer networks of E.J. WARD, INC., or any other person or customer;
- 6) Provide passwords or access codes to persons not authorized to receive such materials by the operator of the system requiring the password or access code;



- 7) Distribute or post any virus, worm, Trojan horse, or computer code intended to disrupt services, destroy data, destroy or damage equipment, or disrupt the operation of the Services;
- 8) Conduct port scans or other invasive procedures against any server;
- 9) Post messages, run scripts or run software programs that consume excessive CPU time or storage space;
- 10) Use in any manner that might subject E.J. WARD, INC. to unfavorable regulatory action, subject to E.J. WARD, INC. to any liability for any reason, or adversely affect E.J. WARD, INC.'s public image, reputation or goodwill, including, sending or distributing sexually explicit, hateful, vulgar, racially, ethnically or otherwise objectionable materials; or in any manner interrupt or interfere with the Internet usage of other persons.

Remedies

- 1) Warning the User;
- 2) Removing the offending content;
- 3) Suspending the offending user from the Services;
- 4) Terminating the offending user from the Services;
- 5) Imposing fees or charges on the offending account in accordance with the applicable service contract; or
- 6) Taking other action in accordance with this AUP, the applicable service contract, or applicable law.

Violations

If E.J. WARD, INC. learns of a violation of the AUP, then E.J. WARD, INC. reserves the right to take any of the following actions, in accordance with the severity and duration of the violation:

Enforcement Actions. E.J. WARD, INC. will provide you with at least 48 hours' notice (by email or otherwise) of any proposed suspension, restriction, limitation, modification, or termination of the Services or any functionality related to the Services based on an alleged violation of this AUP, the applicable service contract, or any other reason; provided, however, if (i) your violation of this AUP immediately threatens the security of or damages to E.J. WARD, INC.'s network, information, data, software, hardware, or facilities or (ii) such suspension, restriction, limitation, modification, or termination is at the request of law enforcement or required by the appropriate legal authorities, then E.J. WARD, INC. will give you as much notice as is reasonably practicable under the circumstances. To the extent that any element or functionality of the Services, including, without limitation, a particular account or "server," is suspended, restricted, limited, modified, or terminated, E.J. WARD, INC. will use commercially reasonable efforts to minimize the effects against any other component or functionality of the Services.

Cooperation with Law Enforcement. E.J. WARD, INC. reserves the right to involve and cooperate with law enforcement or the appropriate legal authorities in investigations of claims of illegal activity involving its Services or any users thereof and to respond to any violations of this AUP to the extent permitted under applicable law. You agree that the company is authorized to monitor communications into, and out of, its network facilities to prevent the introduction of viruses or other hostile code, to prevent intrusions, and to otherwise enforce the terms of this AUP. You further agree that E.J. WARD, INC. may disclose any and all of your information, including, without limitation, assigned IP numbers, account history, and account use to any law enforcement agent who makes a written request, without further consent or notification to you.



EXHIBIT B

Minimum Service Level Commitments			
Fuel View Applications (24x7x365)	SLA Coverage Time	Minimum Commitment	SLA Measurement Period
System Availability	24x7x365	99.95%	Monthly
Issue Response Time - Severity 1	24x7x365	30 minutes	Monthly
Issue Response Time - Severity 2	24x7x365	1 hour	Monthly
Issue Response Time - Severity 3	24x7x365	48 hours	Monthly
Issue Response Time - Severity 4	24x7x365	48 hours	Monthly
Non-Critical Applications (8x5, Business Days)	SLA Coverage Time	Minimum Commitment	SLA Measurement Period
System Availability	8x5, Business Days	99.95%	Monthly
Issue Response Time - Severity 1	8x5, Business Days	30 minutes	Monthly
Issue Response Time - Severity 2	8x5, Business Days	1 hour	Monthly
Issue Response Time - Severity 3	8x5, Business Days	48 hours	Monthly
Issue Response Time - Severity 4	8x5, Business Days	48 hours	Monthly

SLA Metric	Metric Definition
"System Availability"	The software solution ("System") proposed will be available to all users in a Production environment and functioning as designed and in accordance with System documentation.
"Response Time"	E.J. WARD, INC. will use commercially reasonable efforts to respond to each case within the applicable response time described in the table above, depending on the Severity Level set on the issue.
"Resolution Time"	E.J. WARD, INC. will use commercially reasonable efforts to resolve each case or providing a functioning work around within the applicable resolution time described in the table above, depending on the Severity Level set on the issue.
"Severity 1"	The issue must be restored for business to continue. Critical job functions cannot be completed. (e.g. System down or unavailable and outage impacts many users)
"Severity 2"	The operations are severely affected. (e.g. disruption, access limitation, degraded performance issues, missing functionality, and/or "use-ability")
"Severity 3"	Little or no business impact. Issues that are an enhancement request, or are cosmetic in nature, related to documentation (e.g. A functional error for which there is an acceptable workaround). System performance issue or bug affecting a small number of Users or minor function. Short-term workaround may be available.
"Severity 4"	Inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation or configuration; bug affecting a small number of users. Reasonable workaround available. Resolution required as soon as reasonably practicable.
"Business Days"	The number of service days in a year excluding weekends and national holidays.
"Calendar Days"	The number of services days in a year, including weekends and national holidays.
Critical Application - Risk Methodology Non-Critical Application - Methodology	<u>Availability Service Level & Issue Response/Resolution Metric</u> The Available metric is defined at (99.95%) of the time or more in any calendar month ("SLA"). Availability is defined as 24/7/365. The monthly measurement period will begin on the first Calendar Day of each month and end on the last Calendar Day of each month during the term of this agreement. The final report for each month will be provided to the customer by the 5th day of the month following each monthly measurement period.

EXHIBIT C



End User Agreement

The Agreement detailed herein defines the entire service provided for continuous, trouble-free operation of the Hardware and Software provided by either E.J. WARD, INC. when sold as part of, or included with its cloud hosted Software as a Service. This Agreement covers parts only, no labor, after initial Warranty expiration. All on-site service, travel, and mileage are billable.

“End User(s)” must contact E.J. WARD, INC. LLC directly for all Support and On-site repair requests. If “End User(s)” contacts a third-party service provider directly, “End User(s)” shall be responsible for payment directly to the third party for all parts and services performed by the third-party provider, even if that provider is a local authorized or certified E.J. WARD, INC. service and repair provider.

System support will be provided as set forth in the following sections:

E.J. WARD, INC. shall provide the End User(s)” service call support on a 24 hour / 7-days per week basis

1. “End User(s)” will use the E.J. WARD, INC. Support Number to report an issue. Service Requests are broken into one of 2 categories by the “End User(s)” caller: (1) Phone support; or (2) local On-Site support.

Phone support - Support Number: 1-800-580-WARD (9273) or email support@ejward.com

(email for non- emergency support only during normal business hours: Monday-Friday 8am-5pmCST)

1. This service will be provided 24 hours, seven (7) days per week
2. “On-site” technician service will be approved after receipt of Purchase Order from “End User” unless request falls within the original Warranty expiration date of the Fuel Control Terminal.
3. On-site Emergency service after hours is available per the On-site Overtime Service Rates.

E.J. WARD, INC. will return the service call within the following time requirements:

1. Within Four (4) hours to the number provided in the service request between the hours of 8 am-5 pm Monday - Friday Central Time; or
2. Eight (8) hours to the number provided in the service request report during Evenings, Weekends and Federal Holidays.

Field Technician Contact Process: The call center operator will record each service request by ticket number and record the problem in writing. The operator will contact the on-call service technician. Should the on-call technician not be reached within four (4) hours, the back-up on-call technician will be contacted. In the event, the back-up technician is not available; the National Service Manager will be contacted.

Recorded issues will be addressed in the following manner:

1. Priority 1 – Requires immediate attention as performance is unreasonably degraded (i.e. the system is completely down). Every effort will be made in providing an immediate resolution.
2. Priority 2 – Requires urgent action, as failures are extremely inconvenient (i.e. a site is down). Every effort will be made to provide a resolution as soon as possible.
3. Priority 3 – Requires routine action, as failure is only somewhat inconvenient; resolution will be provided as soon as possible.



Site Support: On-site service within the following time requirements and limitations described will be provided:

1. 12 - 24 hours if service request between the hours of 8 am & 5 pm Monday – Friday; or
2. 24 - 48 hours if service request between the hours of 5:01 pm & 7:59 am Monday –Friday; or
3. 24 - 48 hours if service request between the hours of 4:01 pm Friday & 7:59 am Monday; or
4. 24 - 48 hours if service request occurred on any Local, State or Federal Holiday.
5. Five (5) business days for locations with either:
 - a. No local authorized service technician; or
 - b. Air travel is required to support the location

Service Limitations:

E.J. WARD, INC. cannot be deemed non-compliant with Warranty or Support agreement requirements inclusive, but not limited to the following conditions:

1. **Acts of God and Man-Made Events:** Disruptions caused by heavy rains, earthquakes, flooding, tornadoes, lightning strikes, hurricanes, fires, snow, ice, sleet, or road closures and detours caused by Town, City or State construction projects where normal street or interstate traffic patterns to the customer site are disrupted or stopped.
2. **Pandemic or Similar Natural Events:** Situations where technicians or contractors are denied access because of global, national or other local government regulations.
3. **Non-access:** Situations where E.J. WARD, INC. technicians or its contractors are denied access to the fuel terminal sites due to locked fences, blocked passages, or no one answering the phone number provided to the service call operator.
4. **Malicious Acts:** Inclusive of but not limited to; vandalism, theft, gun shots, rock throwing, fire, and anywhere damage is not attributable to normal, fair wear and tear of hardware components.
5. **Negligence:** Inclusive of but not limited to; third party contractors hired by the “End User(s)” to perform fuel site maintenance that would impair the performance of E.J. WARD, INC. equipment by disrupting electrical service or making non- authorized adjustments or modifications to the installed hardware or fuel control terminals.
6. **Procedural Changes:** Inclusive of but not limited to; the “End User(s)” changing the manner in which their employees interact with the fuel automation hardware. These changes may require systemic changes which are considered outside the normal software maintenance activities (i.e., operating systems “OS”, business rules or software customization requests).
7. **Non- E.J. WARD, INC. Equipment or Systems Failure:** Inclusive of but not limited to; “EJW” dispatching a technician and the cause of the incident is found to be other than an agreement-covered product. Standard current published pricing will apply for authorized repairs from that point forward.

Examples of non-covered equipment inclusive of; but not limited to:

- | | |
|---|---|
| Dispensers, Pumps and Pulsers | Vehicles or Fleet Assets |
| Tank Level Monitoring (TLS) | CANceiver, VIT, GPS, Cables |
| Electrical System | EM-Tag, Ring Antenna or Dongle |
| Network (TCP/IP), Switch, Wi-Fi Access | All hardware & software versions of SFT, |
| Point, CAT 5 Cable, Routers, Bridges | JettScan, or device Programmers |
| Customer Local Servers (Virtual or Physical | Cards, Datakeys, Fobs, Encoders, Embossers, |
| Cabinet, Base, Lock Assembly | Printers |
| Hose Modules | |



Hardware Covered: Included in this coverage are the hardware components of the Fuel Control Terminal (FCT) that were installed as part of the Automated Fuel Management System (AFMS) either by E.J. WARD, INC. Technicians or a certified Contractor Technician.

1. Field modifications, additions or changes to the hardware without written authorization or approval by E.J. WARD, INC. may void this Agreement.
2. E.J. WARD, INC. is not liable if parts are no longer available due to end of life (EOL) or not available from subcomponent suppliers for any hardware covered under this Agreement.

Extent of Software Coverage: E.J. WARD, INC. will ensure the proper operation of all E.J. WARD, INC. copyrighted software programs and their interface to external programs previously installed directly by its employees.

Software Covered: Included in this coverage are the following E.J. WARD, INC., copyrighted software programs installed on the primary cloud servers and backup system.

1. Fuel View Software, communication programs, listeners and parsers
2. Database Interface Programs written by E.J. WARD, INC.
3. Business Rule Operating Systems “OS”
4. Reports, Screens, Scripts and Data Files

Items Not Covered “Customer Hosted” Systems: “End User(s)” supplied or 3rd Party supplied software, computer or network equipment not specifically contracted for under this Agreement.

Non-covered software and equipment include, but are not limited to:

1. Customers local Servers, laptops and Desktop computer software and hardware
2. Support for Customers Browser, or Printers
3. Customers Local Network Management Hardware and Software
4. Third Party Software, and or its Operating Systems and Relational Databases

It is the customer’s responsibility to update and maintain all patches and fixes for 3rd party software and databases.

Third Party Software Support “SaaS” or “Customer Hosted” Systems:

E.J. WARD INC. agrees to provide at its sole discretion the Customer with limited technical support in resolving problems associated with “Third Party” operating systems, databases, VPN, and / or other network problems. E.J. WARD INC., Technical Support will consult with representatives of other support organizations as necessary.

1. If the time required to resolve external issues is excessive, “End User(s)” will be contacted for authorization to proceed prior to billing for this additional optional service.

Vehicle Equipment: E.J. WARD, INC. will provide phone support only for issues pertaining to Vehicle Mounted Equipment, Hose Module, EM-Tag, JettScan or SimplyFuel Tool.

1. On-site service and replacement of this equipment will be billed separately at the labor rates listed in current published Price List.

Miscellaneous Additional Conditions: Additional equipment may be added to this Agreement at any time; the age and condition of existing hardware will be taken into consideration. Repairs to existing hardware when required to qualify for addition to this Agreement, are based solely on the judgment of E.J. WARD, INC. and will be billed separately at the published labor rates and current published list price of parts. Future SaaS Support Agreement costs will be adjusted to reflect additional equipment as needed. **Based solely on the**



judgment of E.J. WARD, INC., shall retain the exclusive right to refuse adding, or may remove equipment from this Agreement based on the equipment's serviceability.

Shipping: The standard method of shipping is by Ground for this Agreement.

1. Customers may request expedited shipments such as "Next Day" or "Two Day" for an additional cost.
2. E.J. WARD, INC. shall retain the sole right to use those expedited methods to ensure system up time at its cost when the company determines such actions are warranted under this Agreement and its use does not establish precedent for future shipments.

If "End User(s)" chooses to terminate the SaaS agreement or not carry a Service and Support Agreement, Parts, On-site service, or work performed at E.J. WARD. INC.'s San Antonio Texas facility will be provided at the MSRP rates published in the current Semi-Annual Price Book for labor, software and hardware services.



Riverside County Fire Department - SaaS (mwww1) - 7-29-2025

Sourcewell #081524-EJW

SaaS Fuel Management System - Hosted by SimplyFuel Solutions LLC.				
Part #	Description - Cloud Hosted Fuel View IOT Software Application	Qty	Price / Month	Extended
IOT-SaaS	Hosting Fuel View IOT - Includes Cellular Communication - 24x7x365 Call Center Support - 24 Months Live Data Included: (53) FCT-IOT Cell Modem - Keypad Entry, FOB, CANceiver and TAG use enabled	Year 1	\$10,070	\$120,840.00
IOT-SaaS	Hosting - 24x7x365 Call Center Support & lifetime IOT FCT parts only replacement while on the SaaS platform	Year 2	\$10,381	\$124,577.32
IOT-SaaS	Hosting - 24x7x365 Call Center Support & lifetime IOT FCT parts only replacement while on the SaaS platform	Year 3	\$10,814	\$129,768.04
IOT-SaaS	Hosting - 24x7x365 Call Center Support & lifetime IOT FCT parts only replacement while on the SaaS platform	Year 4	\$11,265	\$135,175.04
IOT-SaaS	Hosting - 24x7x365 Call Center Support & lifetime IOT FCT parts only replacement while on the SaaS platform	Year 5	\$11,857	\$142,289.52

Notes: Quote valid until 12-30-2025

- a. Annual agreement required on all SaaS Implementations, only the initial 1st year SaaS is required, and those fees may be invoiced either monthly or annually based on mutual agreement with the customer. Longer fixed fee terms available upon request as shown by the examples for years two and three. If the initial agreement does not optionally include year's two and three as shown, those years will be quoted based on the current market conditions at the time of renewal.
- b. Includes Lifetime Software Version Updates while on a SaaS Agreement
- c. Includes 24x7x365 Call Center Support and lifetime IOT FCT parts replacement while on the SaaS platform (service labor at annual quoted rates)
- d. A Maximum of 24 rolling months of live data will be available, at additional cost longer archive periods are available for all SaaS customers.
- e. Warranty DOES NOT include Hardware or Software that is declared "END OF LIFE" or previously declared unsupported
- f. Software use governed by the End User License Agreement (EULA)
- g. Supply Chain uncertainty across transportation and logistics markets, potentially affecting equipment costs, are actively being monitored by our team as we are staying closely engaged with industry stakeholders to understand the broader implications. If product cost adjustments or surcharges become necessary, we will communicate to you with ample notice and transparency.

12621 Silicon Drive, Suite 122, San Antonio, TX 78249

Tel: 210- 824-7383

www.ejward.com

QUOTE



E.J Ward Inc
 12621 Silicon Dr
 Suite 122
 San Antonio TX 78249
 United States

DATE:

05/12/2025

ESTIMATE:

EJ-QTE-542

BILL TO

Riverside Fire, County of
 210 W San Jacinto Ave
 Fire HQ Administration
 PR816 Perris CA 92570
 United States

SHIP TO

Riverside Fire, County of 210 W San Jacinto Ave
 Fire HQ Administration PR816 Perris CA 92570
 United States

SHIPPING METHOD	EXPIRES	TERMS	SALES REP
UPS® Ground	09/26/2025	Net 30	Mike Wade

COMMERCIAL CONDITIONS	CONFIRMATION CONTACT
- Shipping is an estimate, actual Shipping to be Invoiced - Quote Valid for 60 Days	Riverside County Fire: Logan Zandstra

ITEM	COMMENTS	TAX	QTY	RATE	AMOUNT
FCT-IOT-5H		8.75%	53	\$12,183.96	\$645,749.88
FCT IoT 5 Hose Terminal					
Shipping & Handling FCT			53	\$525.00	\$27,825.00
PROJECT-MANAGEMENT			318	\$160.00	\$50,880.00
INSTALL-SUB			53	\$10,000.00	\$530,000.00

SUBTOTAL	\$1,254,454.88
TAX TOTAL	\$56,503.11
SHIPPING COST	\$0.00
TOTAL	\$1,310,957.99

Credit Card Fee 3%

Sourcewell 0812524-EJW/26000-Riverside County









E.J. Ward Agreement 10.31.

Final Audit Report

2025-12-09

Created:	2025-12-08
By:	Catalina Baker (catbaker@rivco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfsbYM2vKvrpiZlJkN6pncn70gu_0_R9

"E.J. Ward Agreement 10.31." History

-  Document created by Catalina Baker (catbaker@rivco.org)
2025-12-08 - 9:09:55 PM GMT
-  Document emailed to Amrit Dhillon (adhillon@rivco.org) for signature
2025-12-08 - 9:10:01 PM GMT
-  Document emailed to Markay Ward (mward@ejward.com) for signature
2025-12-08 - 9:10:01 PM GMT
-  Email viewed by Markay Ward (mward@ejward.com)
2025-12-08 - 9:23:48 PM GMT
-  Email viewed by Amrit Dhillon (adhillon@rivco.org)
2025-12-09 - 10:29:51 AM GMT
-  Document e-signed by Markay Ward (mward@ejward.com)
Signature Date: 2025-12-09 - 3:53:59 PM GMT - Time Source: server
-  Document e-signed by Amrit Dhillon (adhillon@rivco.org)
Signature Date: 2025-12-09 - 5:11:39 PM GMT - Time Source: server
-  Agreement completed.
2025-12-09 - 5:11:39 PM GMT



Adobe Acrobat Sign

**County of Riverside Purchasing and Fleet Services Cooperative
Procurement Checklist – “Piggyback”**

Solicitation Title: Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services	Soliciting Agency: Sourcewell
Description of Goods/Services: Fire Fuel Management System Implementation	Department(s) Requesting Goods/Services: Fire Department
PCS/Buyer Assigned: Catalina Baker	Estimated Contract Dollar Amount: \$1,963,607.91

Does the solicitation meet the following requirements?	Yes	No	Notes
Do we have the authority to bid for the goods or service?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Are the goods or services that are needed included in the scope of the awarded contract?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Is the awarded contract still active, and will it be active for the needed timeframe?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Expires November 18, 2028
Was the solicitation released by a public agency or Co-Op established for this purpose?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Was the solicitation conducted and awarded in a manner consistent with our purchasing policies and bidding requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Does the solicitation and/or awarded contract included language allowing other entities to “piggyback”?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If the solicitation and/or awarded contract does not contain language for “piggybacking”, can we obtain written authorization from the contractor to use the T&Cs and pricing of the contract?	<input type="checkbox"/>	<input type="checkbox"/>	
Do the terms of the awarded contract allow for pricing to be negotiated?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Timing: Do we have time to perform a full procurement process for the needed goods or services?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Restrictions: Do we have any statutory or funding restrictions (multiple awards, grant funding, preferences) that prohibit the use of the awarded contract?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Vendor Information: Is the vendor on the State or Federal debarment lists?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Backup Documentation: Have you collected copies of the solicitation, award documents, original agreement(s), and any additional amendments?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Reviewed by Procurement Contract Specialist (PCS) signature: Catalina Baker Digitally signed by Catalina Baker
Date: 2025.09.12 10:45:23 -07'00'

Approved by Purchasing Supervisor (signature): Sean J. Reed Digitally signed by Sean J. Reed
Date: 2025.11.20 08:59:19 -08'00'

Date: _____

****Please note: If there are T&Cs included in the vendors agreement/Coop Agreement, forward the T&Cs with the supporting documents for this request to County Counsel review and sign-off.**