BILL NO. S-26-10-11

SPECIAL ORDINANCE NO. S-122-26

AN ORDINANCE approving AMENDMENT NO. 1 TO MASTER LICENSE AND SERVICES AGREEMENT – QUOTE #Q-2581798 - (not to exceed $140,129.88) – between SAMSARA INC. and the City of Fort Wayne, Indiana, by and through its Board of Public Works.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the AMENDMENT NO. 1 TO MASTER LICENSE AND SERVICES AGREEMENT – QUOTE #Q-2581798 – between SAMSARA INC. and the City of Fort Wayne, Indiana, by and through its Board of Public Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:

> TELEMATICS SERVICES FOR THE CITY UTILITIES FLEET, INCLUDING GPS TRACKING UNITS AND VEHICLE CAMERAS TO IMPROVE OPERATIONG EFFICIENCY THROUGH REAL-TIME VEHICLE TRACKING, STAFF DISPATCHING, AND RESOURCE COORDINATION;

involving a not-to-exceed amount of ONE HUNDRED FORTY THOUSAND ONE HUNDRED TWENTY-NINE AND 88/100 DOLLARS - ($140,129.88). A copy of said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Council Member

APPROVED AS TO FORM AND LEGALITY

Malak Heiny, City Attorney

LL 10.6.26

AMENDMENT NO. 1 TO
MASTER LICENSE AND SERVICES AGREEMENT

SAMSARA INC. – ADDITIONAL CAMERAS, ASSET TAGS, AND VEHICLE GATEWAYS

Original Master License and Service Agreement signed by Board of Public Works on February 13, 2024

This Amendment No. 1 ("Amendment") is entered into as of Oct 6, 2026 ("Amendment Effective Date"), by and between Samsara Inc., a Nevada corporation ("Samsara"), and the City of Fort Wayne, Indiana, by and through its Board of Public Works ("City"). Samsara and City may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. The Parties entered into a Master License and Services Agreement and related Order Form, Quote No. Q-822892, for Samsara fleet telematics, cameras, gateways, and related services (collectively, the "Agreement").

B. The Agreement permits the City, during the applicable term, to order additional products of equivalent functionality under an add-on order form, with the associated software license term aligned to the remaining term of the initial order form and license fees prorated as applicable.

C. The City desires to expand its use of the Samsara platform by adding cameras, asset tags, and vehicle gateways, together with the applicable software licenses, third-party camera installation services, and related services, on the terms set forth below.

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

1. Incorporation of Agreement. The Agreement is incorporated into this Amendment by reference. Capitalized terms not defined in this Amendment have the meanings assigned to them in the Agreement.

2. Additional Equipment, Licenses, and Revised Quote. The City is authorized to acquire the additional Samsara equipment and corresponding licenses/services set forth in Samsara Quote No. Q-2581798, which is attached hereto as Exhibit B and incorporated into this Amendment by reference. Exhibit A summarizes the resulting revised annual license profile. If there is a conflict between Exhibit A and Exhibit B concerning the specific additional equipment, quantities, SKUs, or services being purchased under this Amendment, Exhibit B will control, provided that the total compensation does not exceed the amount approved by the Board of Public Works without further Board approval.

3. License Term and Proration. The license term for the additional products will be coterminous with the then-current license term under the Agreement. Based on an anticipated activation date of October 30, 2026, the estimated prorated increase for the remainder of the current annual period ending February 2, 2027 is $10,444.78, representing 95 days from the October 30, 2026 activation date to the February 2, 2027 annual payment date, or 26.03% of the $40,129.95 annual increase. The final prorated amount may be adjusted to reflect the actual shipment or activation date in accordance with the Agreement, but shall not exceed the Board-approved amount without further authorization.

4. Annual Contract Amount. Upon full deployment of the equipment listed in Exhibit A, the annual Samsara license/service amount will be $140,129.88, an annual increase of $40,129.95 over the existing annual amount of $99,999.93. Future annual payments remain subject to appropriation and the other terms of the Agreement.

5. Third-Party Camera Installation Services. As reflected in Exhibit B, third-party services are included at a stated value of $19,490.00 and are offset by an equal credit of ($19,490.00), resulting in no charge to the City. The Parties agree that these third-party services include installation of the cameras purchased

under this Amendment. Samsara shall provide or arrange for these camera installation services at no additional cost to the City, and no separate installation fee may be invoiced to the City for the cameras covered by Exhibit B.

6. No Other Changes. Except as expressly modified by this Amendment and the incorporated Exhibit B, all other terms and conditions of the Agreement remain unchanged and in full force and effect. If there is a conflict between this Amendment and the Agreement, this Amendment controls solely with respect to the subject matter of this Amendment.

7. Authority; Counterparts. Each person signing this Amendment represents that they are authorized to bind the Party on whose behalf they sign. This Amendment may be executed in counterparts and by electronic signature, each of which will be deemed an original and all of which together constitute one instrument.

EXHIBIT A – REVISED ANNUAL LICENSE PROFILE

Equipment / License	Qty.	Annual Unit Price	Annual Amount
Dual-Facing Cameras	210	$383.98	$80,635.80
Asset Tags	80	$96.90	$7,752.00
Vehicle Gateways	232	$193.44	$44,878.08
Forward-Facing Cameras	22	$312.00	$6,864.00
Annual License/Service Amount			**$140,129.88**

Existing annual contract amount: $99,999.93

Annual increase: $40,129.95
Estimated prorated increase (95 days, October 30, 2026 to the February 2, 2027 annual payment date): $10,444.78

Proration basis (95 days ÷ 365 = 26.03%):

Revised annual license/service amount $140,129.88
Less existing annual contract amount ($99,999.93)
Annual increase $40,129.95
Prorated increase for the stub period (× 95/365) $10,444.78
Plus one-time shipping (not prorated) $1,091.53
Not-to-Exceed first invoice $12,000.00

Exhibit B – Revised Samsara Quote: Samsara Quote No. Q-2581798, issued August 18, 2026, Order No. S-2833091, is attached to this Amendment as Exhibit B and incorporated by reference. Exhibit B identifies the specific additional equipment, SKUs, licenses, and third-party camera installation services approved under this Amendment.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Amendment Effective Date.

CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS

By: _____
Chair, Shan Gunawardena

By: _____
Member, Kumar Menon

By: _____
Member, Chris Guerrero

Attest
Clerk Michelle Fulk-Vondran

Date: 10-6-2026

SAMSARA INC.

By: A. Eltoukhy

Printed Name: Adam Eltoukhy

Title: EVP, Chief Administrative Officer

Date: September 24, 2026

SAMSARA

Quote #: Q-2581798

Issued Date: 09-23-2026
Expires 10-30-2026
Order Number: S-2833091

Payment Information:
Payment Method: Credit Card/ACH Debit
Payment Terms: Net 30
Payment Frequency: Direct Annual
Estimated Ship Date: 10-30-2026

Prepared For:
City of Fort Wayne, IN
Citizens Square 200 East Berry St., Suite 425
Fort Wayne,
Indiana
46802

Prepared By:
Kirk Hinz
kirk.hinz@samsara.com

Cost Overview

License Term: 27 Months	
Total License Cost over 27 Months	$226,069.49
Hardware and Accessories	Included
Third Party Services –	$19,490.00
Third Party Services –	($19,490.00)

Shipping and Handling*	$1,091.53
Total Sales Tax*	$0.00
Total Contract Value[1]	$227,161.01
First Invoice[1]	$101,566.86
Recurring Invoice[2]	$100,475.33

[1]Estimated value, actual invoice amount may change based on product fulfilment date, includes estimated sales tax

[2]Amount displayed is for products purchased in this order only, Includes estimated sales tax

**If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change*

**Sales tax subject to change: If Sales tax is "Pending" – Final amount will be provided prior to payment*

3% fee only applies to US - (CAD, MX, EMEA are exempt)

SAMSARA

Product Overview

SHIP TO Ben Groeneweg

200 E Berry St, Suite 140

Fort Wayne, Indiana, 46802-2731

United States

Hardware & Accessories	Net Unit Price	Total Price
Dual-facing dash-camera, series 4	Included	Included
HW-CM34• QTY: 210		
Asset Tag	Included	Included
HW-AT12• QTY: 80		
Enhanced VG Series OBDII J1962 L-mount cable	Included	Included
CBL-VG-COBDII-Y1• QTY: 30		
Vehicle IoT Gateway, model VG55	Included	Included
HW-VG55-NA• QTY: 27		
Forward-facing dash-camera, Series 4	Included	Included
HW-CM33• QTY: 22		
CARB Executive Order Sticker and Instruction Insert	Included	Included
ACC-VG-ASTKR• QTY: 6		
Enhanced VG Series J1939 or J1708 (9-pin)	Included	Included

SAMSARA

SHIP TO Ben Groeneweg

200 E Berry St, Suite 140

Fort Wayne, Indiana, 46802-2731

United States

Hardware & Accessories	Net Unit Price	Total Price
CBL-VG-CJ1939• QTY: 6		
Total Price:		Included

Licenses	Annual Unit Price	Total Annual Price
License for Dual-Facing Camera		
	$383.98	$80,636.27
LIC-CM2-ENT• QTY: 210		
Asset Tag License		
	$96.90	$7,752.18
LIC-AT-TAG• QTY: 80		
License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD		
	$193.44	$5,222.88
LIC-VG-PS• QTY: 27		
License for Forward-Facing Dash Camera		
	$312.00	$6,864.00
LIC-CM1-ENT• QTY: 22		
Total Price:		$100,475.33

SAMSARA

Billing Details:

Bill To:

City of Fort Wayne, IN
Citizens Square 200 East Berry St., Suite 425
Fort Wayne, Indiana, 46802

Billing Contact:

Name: Ben Groeneweg
Title: Transformation Director, Utilities dept
Billing Email: ben.groeneweg@cityoffortwayne.org
Phone Number: 2604271365

Does your organization require a purchase order (PO) in order to process payment to vendors?

If yes, please provide the PO Number:

If your organization requires invoice submission via an electronic invoice portal, please email any e-invoicing requirements to billingsupport@samsara.com.

Please email any tax documentation to billingsupport@samsara.com.

SAMSARA

Thank you for considering Samsara

Samsara's mission is to increase the safety, efficiency, and sustainability of the operations that power the global economy. We are the pioneer of the Connected Operations Cloud, which allows businesses that depend on physical operations to harness IoT data to develop actionable business insights and improve their operations. We are pleased to offer you the Samsara products and services included in this Order Form.

What is included?

Samsara's connected operations solution includes the Products listed in this Order Form. Licenses provide all features included in the respective license, including access to the following as applicable:

- Access to the Samsara Hosted Software dashboard and as applicable mobile App features
- Samsara Software updates
- API access for integration with third party systems as applicable to your licenses
- Support and maintenance for Samsara Products as applicable
- Access to learning resources

Payment Terms

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid annually beginning on the License Start Date and, if applicable, a one-time Hardware cost to be paid upfront as of the License Start Date. The annual fees are payable by recurring transfer. All transfers made by credit card are subject to a processing fee up to 3%, subject to applicable law. Late payments are subject to 1.5% per month late fee. If license payments are delinquent by 30 days, Samsara may suspend the Service until late payments are remitted.

License Term

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you a claim number and access to the Hosted Software ("License Start Date"). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships. Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.

Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. By signing this Order Form, you confirm that each "Ship To" delivery address set forth herein is accurate and that any individual accepting delivery at that address is authorized to do so on your behalf. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license term for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment, the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such

Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

You agree that you will only use the features included with the Samsara Software licenses purchased under this Order Form ("Licensed Scope"). Samsara reserves the right to audit usage of Samsara Software and to remove your access to such features beyond the Licensed Scope (for example, the licensed feature scope or licensed user count, as applicable) at any time. If you would like to use features beyond the Licensed Scope, you are required to purchase the applicable Samsara Software licenses and if applicable install the applicable Hardware that include such scope. If Samsara becomes aware that you are using features beyond the Licensed Scope, Samsara reserves the right to charge you for the applicable Samsara Software licenses that include such Licensed Scope at list price, and you agree to immediately pay such amounts. Samsara further reserves the right to change, discontinue, or remove features included in a Samsara Software license at any time.

You acknowledge and agree that, during your license term, you may not downgrade your Samsara Software license plan to a lower Samsara Software license plan (e.g., downgrading your "Enterprise" license to a "Premier" license).

Support and Warranty

Samsara stands behind its Products. During the applicable warranty period, defective Hardware will be remedied pursuant to our Hardware Warranty Policy at www.samsara.com/support/hardware-warranty. Additional support information can be found at www.samsara.com/support.

Terms

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's standard terms of service found at https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to the Order Form, in which case such separate terms of service agreement shall govern (the 'Terms of Service') provided that notwithstanding anything stated in the Terms of Service to the contrary, Customer agrees the following sections from Samsara's standard terms of service found at https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/ shall apply: License (Section 4), Product Updates (Section 7), Data Protection Addendum (Section 10.3), Non-Samsara Products (Section 14), and Hardware Warranty (Section 17). You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. The terms and conditions of the Terms of Service and this Order Form are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions, including those associated with any Customer payment portal or onboarding of Samsara as a Customer vendor, shall be binding upon Samsara or otherwise have any force or effect.

To the extent Samsara allows you to make subsequent purchases of Products via Purchase Order without a corresponding Quote, you agree that (i) such Purchase Order shall be subject to the terms and conditions of this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service; and (ii) to the extent there is a conflict between such Purchase Order and this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service, the terms of this Order Form shall prevail, and no additional terms included in such Purchase Order that are not included in this Order Form shall apply. You acknowledge and agree that any reference to a Purchase Order in this

SAMSARA

Order Form is solely for your convenience in record keeping, and the existence of a Purchase Order or any delivery of Products to you following receipt of any Purchase Order shall not be deemed an acknowledgement of or agreement to any terms or conditions associated with any such Purchase Order or in any way be deemed to modify, alter, supersede or supplement the Terms of Service or this Order Form.

To the extent this Order Form includes any description of third-party products and/or services not directly provided by Samsara, the applicable third-party provider or subcontractor will be solely and exclusively responsible for the provision of such products and/or services, and Customer may not withhold payment to Samsara due to such third-party products and/or services not with standing any acceptance or delivery requirements or delays with respect thereto.

Notice of Confidentiality

You agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as pre-approved in writing by Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public. This Order Form is a legally binding agreement between you ("Customer") and Samsara Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

I confirm acceptance of this Order Form on behalf of the Customer identified herein and represent and warrant that I have full and complete authority to bind the Customer to this Order Form, including all terms and conditions herein." "Please confirm acceptance of this Order Form by signing below:

SAMSARA

Signature: _____

Print Name: _____

Date: _____

Title: _____

City Utilities
Engineering

Interoffice Memo

Date: October 7, 2026

To: Common Council Members

From: Eric Ruppert, Manager, City Utilities Engineering

Eric W Ruppert 10/8/2026

RE: Samsara Inc Service Agreement Amendment

Council District # CityWide

The five-year agreement with Samara provides telematics services for the City Utilities fleet, including approximately 200 GPS tracking units and vehicle cameras. City Utilities utilizes the telematics system to improve operational efficiency through real-time vehicle tracking, staff dispatching, and resource coordination. Additionally, the system provides City Fleet with vehicle maintenance diagnostic codes, allowing for proactive maintenance, reduced vehicle downtime, and improved fleet reliability.

Implications of not being approved: Samsura currently supports the telematics on all our equipment. If this is not approved, we will not have the capacity to monitor our city utility vehicles and equipment.

If Prior Approval is being Requested, Justify: N/A

Selection and Approval Process:

Samara was selected and with City Utilities through a Professional Service Agreement approved by the Board of Public Works on February 13, 2024. As a result of adding additional units and matching what Civil City is currently utilizing, the Contract is being amended to increase the not-to-exceed amount of $140,129.88. The Board of Public Works approved this contract amendment on October 6th , 2026.

The cost of said project funded by Sewer and Water Revenue

Council Introduction Date: October 13

CC: Matthew Wirtz
Jill Helfrich
File

BILL NO. S-26-10-11

REPORT OF COMMITTEE ON CITY UTILITIES

October 27, 2026

Thomas Freistroffer Chair
Russ Jehl Co-Chair
All Council Members

An Ordinance approving Amendment No. 1 to Master License and Services Agreement between Samsara Inc. and the City of Fort Wayne, Indiana, by and through its Board of Public Works

Involving a total cost not to exceed $140,129.88

COMMITTEE ON CITY UTILITIES HAVE HAD SAID Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance

COUNCIL MEMBER	DO PASS	DO NOT PASS	ABSTAIN
BENDER			
BOOKER			
CHAMBERS			
ENSLEY			
FREISTROFFER			
HARTMAN			
JEHL			
MYERS			
PADDOCK			

JOHN D. MCGAULEY
CITY CLERK

Public Hearing Date: N/A
Read the first time in full and on motion by Councilperson Freistroffer.
Read the second time by title and referred to the City Utilities Committee.
Read the third time in full and on motion by Councilperson Freistroffer, placed on passage by the following vote:

TOTAL VOTES	AYES	NAYS	ABSTAINED	ABSENT
BENDER	☒	☐	☐	☐
BOOKER	☒	☐	☐	☐
CHAMBERS	☒	☐	☐	☐
ENSLEY	☒	☐	☐	☐
FREISTROFFER	☒	☐	☐	☐
HARTMAN	☒	☐	☐	☐
JEHL	☒	☐	☐	☐
MYERS	☒	☐	☐	☐
PADDOCK	☒	☐	☐	☐

DATED: October 27, 2026

JOHN D. MCGAULEY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as Special Ordinance No. S-26-10-11 on the 27th day of October , 2026

ATTEST:

JOHN D. MCGAULEY
CITY CLERK

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th of October 2026, at the hour of 9:10 o'clock A.M. E.S.T.

JOHN D. MCGAULEY, CITY CLERK

Approved and signed by me this 28th day of October 2026, at the hour of 9:57 o'clock A.M. E. S.T.

SHARON TUCKER, MAYOR

Fort Wayne Indiana
Office of the City Clerk
OCT 28 2026
RECEIVED