



# RESOLUTION No. 18-056

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

**RESOLUTION APPROVING AMENDMENT NUMBER 1 TO THE CONTRACT BETWEEN NEVADA COUNTY AND ROUTEMATCH SOFTWARE, INC. FOR ONGOING PREMIUM SUPPORT AND MAINTENANCE, CELLULAR DATA SERVICES AND CLOUD HOSTING SERVICES OF THE TRANSIT TECHNOLOGY SOLUTION, IN THE AMOUNT OF \$16,379.36, FOR A NEW MAXIMUM CONTRACT AMOUNT NOT TO EXCEED \$134,019.36 FOR THE PERIOD OF JANUARY 1, 2018 THROUGH JUNE 30, 2019**

WHEREAS, Nevada County entered into an agreement with RouteMatch Software, Inc. for the purchase and installation of RouteMatch dispatching and automatic vehicle location software and hardware and RouteShout passenger information systems on March 11, 2014 and adopted Resolution 14-085; and

WHEREAS, an agreement for ongoing Premium Support and Maintenance, Cellular Data Services and Cloud Hosting Services was included for an initial term of three years; and

WHEREAS, the Premium Support and Maintenance, Cellular Data Services and Cloud Hosting Services are an integral and necessary component in the daily operation of RouteMatch Dispatching Software and RouteShout passenger information systems; and

WHEREAS, RouteMatch Software, Inc. has provided a reasonable proposal for the continuation of ongoing Premium Support and Maintenance, Cellular Data Services and Cloud Hosting Services; and

WHEREAS, there is sufficient funding in the Transit Services budget, 4281-91003-707-1000/521520 to fund the amended contract in Fiscal Year 2017/18; and

WHEREAS, it is necessary for the Board of Supervisors to approve an amendment to the contract with Route Match Software, Inc.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Nevada County Board of Supervisors:

1. Approves the attached Amendment 1 to the contract between the County of Nevada and RouteMatch Software, Inc. for the provision of Premium Support and Maintenance, Cellular Data Services and Cloud Hosting Services in an amount of \$16,379.36 for a new maximum contract amount not to exceed \$134,019.36.
2. Approves the attached Amendment 1 to the contract between the County of Nevada and RouteMatch Software, Inc. for the provision of Premium Support and Maintenance, Cellular Data Services and Cloud Hosting Services extending the term of the contract to June 30, 2019.
3. Authorizes the Chair of the Board of Supervisors to execute on behalf of Nevada County the Amendment 1 to the contract between Nevada County and RouteMatch Software, Inc.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 13th day of February, 2018, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
Edward Scofield, Chair

2/13/2018 cc: DPW\*  
AC\* (Hold)

3/6/2018 cc: DPW  
RMS, Inc.  
AC\*(release)

**AMENDMENT TO CONTRACT WITH**  
RouteMatch Software, Inc.

**THIS AMENDMENT** is executed this 13th day of February, 2018 by and between RouteMatch Software, Inc., and COUNTY OF NEVADA. Said Amendment will amend the prior agreement between the parties entitled Agreement for Software, Services, and Maintenance executed on March 11, 2014 by Resolution No. 14-085 (the "Prior Agreement").

**WHEREAS**, the parties desire to amend their agreement to allow or provide for an extension of the term and revision of the costs; and

**WHEREAS**, County of Nevada has sufficient funds available for the costs associated with this request.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. This amendment shall be effective as of January 1, 2018 which is the end of the term of the Prior Agreement per Schedule C of the prior agreement.
2. That paragraph C-2.0 of Schedule C shall be replaced in its entirety with the following:

**C-2.0 Term of Agreement**

2.1 The initial term ("Initial Term") of this Agreement shall begin thirty (30) days following Go Live ("Maintenance Agreement Effective Date") and, unless sooner terminated or extended in accordance with the terms hereof, shall continue until June 30, 2019.

2.2 No later than ninety (90) days prior to expiration of the Initial Term, the parties will negotiate in good faith to establish the cost to renew this Maintenance Agreement for up to one (1) additional year. Should Customer fail to renew its maintenance coverage or pay the applicable fees, Contractor reserves the right to withhold all support. The Initial Term, First Renewal Term and the Subsequent Terms are herein collectively referred to as "Term."

3. That Schedule E of the Prior Agreement shall be replaced in its entirety with Schedule E in Exhibit A of this amendment.
4. The maximum amount of the agreement is increased to a shall not exceed amount of **\$134,019.36**.
5. That in all other respects, the prior agreement of the parties shall remain in full force and effect except as amended herein.

APPROVED AS TO FORM:  
COUNTY COUNSEL

By: 

COUNTY OF NEVADA

By:   
Honorable Edward C. Scofield  
Chair of the Board of Supervisors

ATTEST:

By:   
Julie Patterson Hunter  
Clerk of the Board of Supervisors

CONTRACTOR:

By: 

# EXHIBIT A

## SCHEDULE E: SCHEDULE OF CHARGES AND PAYMENTS Effective January 1, 2018 to June 30, 2019

### E.1 Ongoing Annual Fees

	Date of Invoice	Verizon Data Plan	Cloud Hosting	Support & Maint	Total
	February 2018	\$0	\$184.86	\$4,566.50	\$4,751.36
Year 1	June 2018	\$1,386.00	\$1,109.00	\$9,133.00	\$11,628.00

E.2 **Grand Total** **\$16,379.36**

### E.3 Fees Previously Paid For Part of 2018

Per Invoice Number 30413 service paid through 06/30/2018  
Annual 50 MB Monthly Verizon Data Plan

Per Invoice Number 29626 service paid through 04/30/2018  
Annual Cloud Hosting Services

### E.4 Payments

7.1 Contractor will invoice County for payment in accordance with the following schedule:

- a. February 2018:
  - i. Annual Premium Support and Maintenance Fee of \$4,566.50 for months of January through June 2018
  - ii. Annual Cloud Hosting Services, 3 Users of \$184.86 for months of May and June 2018
- b. July: Annual costs for the next County fiscal year (July 1 through June 30)

7.2 The contractual amounts described in this Schedule to be paid to Contractor constitute the entire compensation due Contractor hereunder and all of Contractor's obligations regardless of the difficulty, materials or equipment required. The contractual amount includes fees, licenses, overhead, profit and all other direct and indirect costs incurred or to be incurred by Contractor.

7.3 Any cost adjustments to the contract must be agreed upon by the parties by amending this contract. No claim for additional services, not specifically provided herein, will be allowed by County except to the extent provided by a valid amendment to this contract.

7.4 Payment will be made by County upon receipt and approval by County of invoices from Contractor. County will be allowed thirty days to process each payment.

7.5 The payment of an invoice by County will not prejudice County's right to object to or question that or any other invoice or matter in relation thereto. Contractor's invoice will be subject to reduction for amounts included in any invoice or payment made which are determined by County, on the basis of audits conducted in accordance with the terms of this contract, not to constitute allowable costs. Any payment will be reduced for overpayments, or increased for underpayments on subsequent invoices.

## **EXHIBIT A**

7.6 County reserves the right to deduct from amounts that are or will become due and payable to Contractor under this, or any contract between the parties, any amounts that are or will become due and payable to County by Contractor.

### **E.6 Taxes**

The fees set forth in this Agreement do not include any amounts for taxes. Sales, use or excise taxes, to the extent they apply, are the sole responsibility of County. Contractor will not submit an invoice nor will Contractor collect such taxes from the County.