

AGENDA ITEM 1 K  
Consent Item

**MEMORANDUM**

**DATE:** December 1, 2022

**TO:** El Dorado County Transit Authority

**FROM:** Matthew Mauk, Executive Director

**SUBJECT:** Amendment No. 1 for the Information Technology Support Services Agreement with RTS Computer Services

**REQUESTED ACTION:**  
**BY MOTION,**

1. **Approve Amendment No. 1 to the Information Technology Services Agreement with RTS Computer Services to reflect a three percent annual increase**
2. **Authorize the Executive Director to execute the Information Technology Support Services Agreement Amendment No. 1**

**BACKGROUND**

El Dorado County Transit Authority (El Dorado Transit) published a Request for Proposals (RFP) on March 24, 2021, seeking vendors to provide IT support, including baseline monthly services and out-of-scope support on an hourly basis. In August 2021, the El Dorado Transit Board authorized the Executive Director to execute an Agreement effective September 1, 2021, with RTS Computer Services for an initial five (5) year term with the option of up to two (2) additional, one (1) year extensions.

**DISCUSSION**

RTS Computer Services included a three percent (3%) annual cost increase for monthly services in their proposal which was subsequently agreed upon by El Dorado Transit but failed to be reduced to writing when the Agreement was executed. El Dorado Transit and RTS Computer Services wish to amend the Agreement to reflect the increase and reduce it to writing while leaving all other provisions of the Agreement in full force and effect. The draft Amendment No. 1 is attached as Exhibit A.

**FISCAL IMPACT**

The full value of the contract over the five (5) year term, including the 3% annual escalator, is estimated to be approximately \$380,000. With Board approval, sufficient funds will be included in upcoming annual operating budgets to support the full IT contract costs over the term of the agreement.

**AMENDMENT NO. 1 TO AGREEMENT BETWEEN  
EL DORADO COUNTY TRANSIT AUTHORITY AND RTS COMPUTER SERVICES  
FOR COMPUTER AND NETWORK SUPPORT SERVICES**

This First Amendment (“First Amendment”), dated as of \_\_\_\_\_, (“Effective Date”) is by and between the El Dorado County Transit Authority (“El Dorado Transit”), and the RTS Computer Services.

**RECITALS**

**WHEREAS**, El Dorado Transit and RTS Computer Services entered into an agreement for RTS Computer Services to provide certain and specified computer and network support services to El Dorado Transit dated September 1, 2021 (hereinafter “Agreement”); and

**WHEREAS**, RTS Computer Services was awarded the contract following a Request for Proposals issued by El Dorado Transit dated March 24, 2021; and

**WHEREAS**, RTS Computer Services included a three percent (3%) annual cost increase for monthly services in their proposal which was subsequently agreed upon by El Dorado Transit but failed to be reduced to writing when the Agreement was executed; and

**WHEREAS**, Both parties wish to amend the Agreement to reflect the increase and reduce it to writing while leaving all other provisions of the Agreement in full force and effect.

**AGREEMENT**

As of the Effective Date, Section 6 – Compensation of the Agreement is hereby amended as follows:

For services performed pursuant to this Agreement as outlined in Exhibit A, EL DORADO TRANSIT agrees to pay and CONSULTANT agrees to accept as payment in full, the amount of \$4,800.00 per month plus payments for additional approved services not to exceed a total amount of \$62,000.00 for informational technology support. This amount shall increase by three percent (3%) annually each year of the Agreement beginning on July 1 of each year the Agreement is in effect.

CONSULTANT shall submit a bill each month upon successful completion of the monthly services outlined in said Exhibit A attached hereto. Payment shall be made by EL DORADO TRANSIT within thirty (30) days of receipt of the billing for the completed task. No statements shall be sent until the task has been accepted as complete by EL DORADO TRANSIT. It is mutually agreed between the parties that no payments made under the Agreement shall be conclusive evidence of the performance of the Agreement, either wholly or in part, against any claim of the CONSULTANT, and no payment shall be construed to be in acceptance of any defective work or improper materials.

**IN WITNESS WHEREOF**, the parties hereto have amended the Agreement as of December 1, 2022.

**EL DORADO TRANSIT:**

**RTS COMPUTER SERVICES:**

\_\_\_\_\_  
Matthew Mauk, Executive Director

\_\_\_\_\_  
Tony Snider, President

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael Tucker, Legal Counsel  
El Dorado Transit

DRAFT