

**AMENDMENT TO AGREEMENT
TO PROVIDE DISPATCH SOFTWARE AND
MOBILE DATA TERMINALS FOR LIVINGSTON
ESSENTIAL TRANSPORTATION SERVICE**

BETWEEN:

COUNTY OF LIVINGSTON

AND

DOUBLEMAP, INC.

**AMENDMENT TO AGREEMENT TO PROVIDE DISPATCH SOFTWARE AND
MOBILE DATA TERMINALS FOR LIVINGSTON ESSENTIAL TRANSPORTATION
SERVICE**

This Amendment to Agreement to Provide Dispatch Software and Mobile Data Terminals for Livingston County Essential Transportation Service (“Amendment”), is made and entered into this _____ day _____, 2020, by and between the County of Livingston, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the “County”) and DoubleMap, Inc., an Indiana corporation with offices at 429 N. Pennsylvania St. Suite 401, Indianapolis, IN 46204 (hereafter referred to as the “Consultant”).

RECITALS:

WHEREAS, the County and DoubleMap entered into an Agreement to Provide Dispatch Software and Mobile Data Terminals for Livingston Essential Transportation Service (“LETS”) dated _____ (the “Agreement”); and

WHEREAS, pursuant to that Agreement, DoubleMap was to provide dispatch software and mobile data terminals to LETS. The mobile data terminals specified in the Agreement were iPad Pro – 11 inch models; and

WHEREAS, subsequent to the execution of the Agreement, DoubleMap has requested to substitute Android Rugged Grade Tablets comparable to the iPad Pro-11 inch models as the mobile data terminals to be supplied pursuant to the Agreement; and

WHEREAS, the County agrees to the substitution of the Android Rugged Grade Tablets; and

WHEREAS, Subsequent to the execution of the Agreement, DoubleMap identified a subcontractor, Ecolane USA, Inc., a foreign corporation operating under a Certificate of Authority from Pennsylvania, with offices located at 940 W. Valley Rd., Suite 1400, Wayne , PA 19087 (hereinafter referred to as “Ecolane”) to provide the agreed upon dispatch software pursuant to the Agreement; and

WHEREAS, the County wishes to consent to the use of Ecolane as the subcontractor to provide dispatch software pursuant to the Agreement; and

WHEREAS, the Agreement states: “Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.” and

WHEREAS, the Agreement states: “It is expressly understood and agreed that the Consultant may use subcontractors with prior notice to and the consent of the Procurement Coordinator. In no case, however, shall such approval relieve the Consultant from its obligations or change the terms of the Agreement. The Consultant shall not transfer or assign any contract

funds or claims due or to be come due without the advance written approval of the Procurement Coordinator. The unauthorized assignment of any funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Consultant shall have no effect on the County and are null and void. The Consultant shall identify any and all contractors and subcontractors it intends to use in the performance of this Agreement. All such persons shall be subject to the prior approval of the County.”

WHEREAS, the County and DoubleMap and the County desire to amend certain provisions of the Agreement and the county desires to express its consent to the use of Ecolane as a subcontractor to provide the dispatch software pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of these premises, the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and DoubleMap agree as follows:

- A. Section I. Consultant Services, (A) Services, of the Agreement is amended as follows:

“Services. Consultant shall utilize Ecolane USA, Inc., (“Ecolane”) to provide the dispatch software services identified in Exhibit A, Scope of Work Comparison which identifies the software services to be provided by Ecolane in comparison with the originally contracted software services and the sealed attachment to Exhibit A, Confidential Ecolane Scope of Work - LETS (the “Services”). Exhibit A and its attachments are incorporated by reference into this Agreement and made a part hereof. Ecolane asserts that its Ecolane Scope of Work - LETS is a trade secret and therefore not subject to disclosure under the Michigan Freedom of Information Act, 15.243 and its review is a permissible reason for the County to go into closed session pursuant to Michigan’s Open Meetings Act, MCL 15.268(h). The Ecolane Scope of Work - LETS and will not be disclosed to the public or be discussed in an open meeting except as provided in Section J - FREEDOM OF INFORMATION ACT, of this Agreement. Changes or additions to the Services may only be made with the prior written approval of the County Fiscal Services Department, Procurement Division.

Consultant hereby represents and warrants to the County that Ecolane is experienced in, and competent to perform the Services described in this Agreement. The Consultant will ensure that all Services are performed in accordance with the applicable terms and conditions set forth in the Agreement, a timely, efficient and cost-effective manner that comports with applicable professional industry standards, and applicable federal, state, and local laws and regulations, and, in the case of engineering services, in accordance with professional engineering standards.

- B. Section A of Section III. Term, Renewal and Termination, shall be replaced with the following:

Term and Renewal. The initial term of this Agreement is a period of one year which includes all functional requirements and deliverables in the Project and one year of software licensing (the "Initial Term"). The software license included with Consultant's Services shall automatically renew after the Initial Term for up to five (4) additional one (1) year terms (the "Renewal Term"), for a total contract period not to exceed six (5) years unless either party delivers written notice to the other party of an intent not to renew sixty (60) days prior to the end of the Initial Term or any Renewal Term.

- C. Section IV. Payment to Consultant, of the Agreement, shall be replaced in its entirety with the following:

Subject to performance of Consultant of its obligations hereunder, the County agrees to pay Consultant for all functional requirements and deliverables in the Project in accordance with the attached "Pricing Exhibit."

Consultant will further be paid for software license renewals as follows:

First Renewal Term – Forty-Two Thousand Dollars (\$42,000.00);

Section Renewal Term – Forty-Four Thousand Nine Hundred Forty Dollars (\$44,990.00);

Third Renewal Term – Forty-Nine Thousand Four Hundred Thirty-Four Dollars (\$49,434.00); and

Fourth Renewal Term – Fifty-One Thousand Nine Hundred Five and 70/100 Dollars (\$51,905.70).

Detailed invoices shall be submitted to the LETS Director via email to gkellogg@livgov.com within thirty (30) days from project completion. Invoices for software renewals shall be issued no later than sixty (60) days prior to the expiration of the current period and no later than the fifth of the month. If this agreement is terminated prematurely for any reason, Consultant will be compensated for completed services only as deemed complete in the sole discretion of the LETS Director and required by this Agreement. Payment shall be issued Net 30 days from receipt and acceptance of the invoice.

The County is exempt from Federal Excise and State Sales Tax. The County shall not pay any tax from which it is exempt. The County's tax number is 38-6005819.

Consultant is required to pay all applicable taxes lawfully assessed in connection with the performance of this Agreement.

- D. The County hereby consents and approves of Consultant's use of Ecolane as the subcontractor to provide dispatch software pursuant to the Agreement.

- E. All capitalized terms not defined herein shall have the meaning ascribed to such terms in the Agreement. In the event of a conflict between the terms of this Amendment and the Agreement, this Amendment shall govern and control.
- F. Except as set forth in this Amendment, the Agreement remains unmodified and in full force and effect.
- G. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument. A signed copy of this Amendment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment. Receipt of an executed signature page to this Amendment by facsimile or other digital or electronic transmission shall constitute effective delivery thereof.

IN WITNESS WHEREOF, the undersigned have executed this Amendment effective as of the date of the last party to sign below.

COUNTY OF LIVINGSTON

DOUBLEMAP, INC.

BY: _____
Carol S. Griffith – Chairwoman
County Board of Commissioners

BY: _____
Ben Haynie
CEO

Dated: _____

Dated: _____

Approved as to form:

Mark T. Koerner
Foster, Swift, Collins & Smith, P.C.
Attorney for Livingston Essential Transportation Service

Dated

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