

TRAFFIC VIDEO DISTRIBUTION AND MANAGEMENT SYSTEM (TVDMS)
MAINTENANCE AND SUPPORT SERVICE AGREEMENT

This MAINTENANCE and SUPPORT SERVICE AGREEMENT (“Agreement”) is made this 15th day of June, 2016, by and between **Gresham, Smith and Partners**, a general partnership with offices located at 101 South Fifth Street, Suite 1400, Louisville, Kentucky 40202, ("Consultant") and the **Lexington-Fayette Urban County Government** (“LFUCG”), an urban county government pursuant to Chapter 67A of the Kentucky Revised Statutes, located at 200 East Main Street, Lexington, Kentucky 40507 (hereinafter "Client" or “LFUCG”).

In addition to the provisions set forth in RFP #28-2015 (the “RFP”) regarding Traffic Video Distribution and Management System (“TVDMS” or “Project”), LFUCG and Consultant agree that the terms and conditions herein shall govern whenever Consultant provides technical or routine maintenance and support services for LFUCG.

SCOPE OF SERVICES

1. General Maintenance and Support Conditions

Consultant hereby agrees to assist LFUCG in maintaining continuous and efficient operations of the TVDMS. For purposes of this Agreement, Consultant shall provide maintenance and support services as follows:

1.1 On-call general troubleshooting support in response to **critical** questions submitted by LFUCG within four (4) hours if notification of the **critical** issue is received during Consultant’s normal business hours (Monday – Friday- 8:00 AM – 5:00 PM, CST).

1.2 LFUCG may determine, in its sole discretion, whether questions are critical in nature and shall flag critical questions by including "critical" in the subject line of the email.

1.3 Consultant shall respond to all other **non-critical** questions within one (1) business day. LFUCG acknowledges that Consultant’s initial response to questions within the above time frame may not represent the time in which a problem will be completely resolved. Consultant hereby agrees to exercise due diligence to promptly resolve any and all issues pursuant to this Agreement.

1.4 Consultant’s response shall include, at a minimum, an acknowledgment that the request has been received and is under investigation as well as a time frame for final resolution.

2. Project Management

Consultant shall provide management for the duration of the Project for all tasks. Consultant shall conduct one (1) kickoff meeting conference call with LFUCG and Consultant’s staff in attendance. Consultant shall provide monthly status reports along with detailed invoices to document Project progress and any support activities occurring during the prior month.

Consultant shall be available for up to four (4) one (1) hour coordination calls per calendar year with LFUCG to discuss Project progress, invoices or other support activities. Task Deliverables shall include the following:

- Kickoff meeting agenda and meeting notes
- Monthly Project reports to accompany detailed invoices
- Up to four (4) one(1) hour coordination calls and meeting notes

3. Website Maintenance

Consultant shall provide routine maintenance and operation support for the TVDMS website, including the first responder page, camera monitoring page, media page and public VDMS page. The following activities are included:

- One (1) Browser update per year
- Monthly Security updates for Windows
- Monthly monitoring of Google Maps usage quota (from developer console)
- Provide general troubleshooting support

3.1 This **does not** include providing any updates to any website(s) for look and feel changes such as logos, banners, content frames, links, or modification of elements for the addition, modification or removal or cameras. This also does not include website enhancements, upgrades, or functionality changes.

4. VDS Maintenance

Consultant shall provide routine maintenance and operation support of the video distribution server(s). The following activities are included:

- Periodic (monthly maximum) Linux OS security updates
- Periodic (quarterly maximum) VDS software updates provided by the software vendor to ensure the latest bug fixes and patches are in place
- Monthly Monitoring of VDS log files, server load, CPU/memory utilization, partitions, etc., to identify potential issues
- Provide (monthly maximum) performance tuning to maintain system features as the number of users increases.
- Provide general troubleshooting support

4.1 This **does not** include updates to the VDS for the addition, modification or removal of cameras.

5. Database Maintenance

Consultant shall provide routine maintenance and operation support of the back end VDS database and user administration support. The following activities are included:

- Monthly security updates for SQL database
- Add, remove or modify users (maximum of 24 per year)
- Provide general troubleshooting support

5.1 This **does not** include updates to the database based on the addition, removal, or modification of cameras. This also does not include responding to user requests for new features not currently available.

6. Add Option: Camera Addition / Modification or Removal

This task shall include providing the needed website, VDS, and database support services for the addition, removal or modification of a camera. Each request by LFUCG for the addition, removal or modification of a camera must be documented in writing and approved by the LFUCG Project Manager. Updates to the aforementioned for cameras will not be subject to the same schedule requirements for response times.

6.1 This **does not** include addition of cameras not currently supported by the LFUCG TVDMS system.

7. Compensation

Compensation to the Consultant for services rendered for this Project shall consist of a lump sum amount of **\$38,000.00 for Tasks 1-5**, payable in equal amounts per month for the duration of this Agreement. LFUCG shall also pay Consultant a one-time fee in the amount of **\$285** per additional camera stream added to the website.

Consultant agrees to perform all services set forth under the scope of services for the compensation stated herein.

8. Contract Term

This Agreement is effective for a period of one (1) year from the effective date, and shall be automatically renewed for successive one (1) year terms. Either party may terminate this Agreement by giving written notice not less than thirty (30) days prior to the last day of the term of this Agreement.

9. Relationship of Parties

Consultant acknowledges and agrees that its employees or agents are not employees of LFUCG for any purpose whatsoever. Consultant shall be considered an independent contractor at all times during the performance of services specified herein.

10. Incorporation of Bid Documents

All bid documents related to RFP #28-2015, including the Advertisement for Bids, Information to Bidders, Consultant's Response to LFUCG's Invitation to Bid, General and

Special Conditions, Basis for Payment, Form of Proposal, Certificates of Insurance, Affirmative Action Plan, Equal Opportunity Agreement, Non-Appropriation Conditions, Indemnification Provision, Addenda and any other document(s) related to the bid be and hereby are incorporated herein as if fully set forth herein.

11. Conflicts

To the extent of any conflict between or among the documents, the terms of this Agreement shall take precedence, followed by the General Service Agreement, the RFP, and Consultant's Response to the RFP.

12. Assignment

Neither party may assign this Agreement without the prior written consent of the other, which consent will not be unreasonably withheld. Notwithstanding the foregoing, Consultant may assign this Agreement to any entity acquiring substantially all of its stock or assets or the assets to which this Agreement or any Exhibit relates upon reasonable notice to LFUCG.

13. Termination

The obligation to provide services under this Agreement may be terminated by either party upon thirty (30) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

Notwithstanding the above, LFUCG may terminate the Agreement at any time upon thirty (30) days' written notice to Consultant.

14. Governing Law

This Agreement shall be governed by the laws of the Commonwealth of Kentucky, without regard to its conflict of laws provisions in accordance with the provisions of the RFP.


15. Severability

If any of the provisions of this Agreement, including any incorporated documents, are declared to be invalid, such provisions shall be severed from this Agreement and the other provisions hereof shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year above written.

Gresham, Smith and Partners

**LEXINGTON FAYETTE URBAN
COUNTY GOVERNMENT**

BY:  _____
Mike Sewell,
Principal

BY: _____
Jim Gray
Mayor

(Secretary)