

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

This MAINTENANCE and SUPPORT SERVICE AGREEMENT ("Agreement") is made this 5th day of July, 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.

- 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

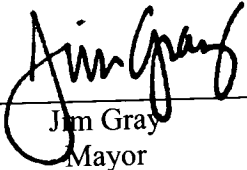
All bid documents related to RFP #28-2015, including the Advertisement for Bids, Information to Bidders, Consultant's Response to LFUCG's Invitation to Bid, General and

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)