

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Cindy Steen, Purchasing Agent
Through: Cindy Russell, City Clerk
Date: August 26, 2015
Subject: PTS Solutions Annual Maintenance Agreement

REQUEST:

The City Clerk's Department is requesting authorization for the City to approve the annual maintenance agreement between the City and PTS Solutions in the amount of \$17,850.00 per year.

BACKGROUND

The terms and conditions of this annual maintenance agreement are effective as of the 1st day of September, 2015 and the annual maintenance agreement automatically renews on the same date each year thereafter, unless canceled as provided herein. Annual software maintenance includes updates and 24hr a day, 7 days a week telephone support from 09/01/15 to 09/01/16. This will include CAD, Mapping, ANI/ALI, Incident, Jail, AFIS, and VFC Software.

RECOMMENDATION:

Based on the contract provided, it is recommended that Council approve this agreement in the amount of \$17,850.00 per year.

The City Council may:

1. Approve the Maintenance Agreement from PTS Solutions
2. Disapprove the Maintenance Agreement from PTS Solutions

ATTACHMENT(S):

Annual Maintenance Agreement



ANNUAL MAINTENANCE AGREEMENT

The parties to this Annual Maintenance Agreement are PTS Solutions, Inc. ("PTS"), PO Box 469, Harrisonburg, LA 71340 and **City of Gautier** ("Client"), PO Box 670, Gautier, MS 39553. The terms and conditions of this Annual Maintenance Agreement are effective as of the **1st of September, 2015** ("Maintenance Anniversary Date") and the Annual Maintenance Agreement automatically renews on that day each year thereafter, unless canceled as provided herein.

Client's maintenance cost, on a per year basis, is **\$17,850.00** per year, covering **CAD, Mapping, ANI/ALI, Incident, Jail, AFIS, and VFC Software**. Client understands that adding additional licenses for the listed modules and/or adding separate modules not listed will increase the maintenance cost, as provided herein.

General Terms and Conditions

1. Client agrees that, while it uses PTS modules and/or products, it will maintain the Annual Maintenance Agreement in good standing on all such modules and/or products.
2. To remain in good standing, Client must pay the cost of the Annual Maintenance Agreement within thirty (30) days of the Maintenance Anniversary Date (and by that month/day each year thereafter.)
3. While the Annual Maintenance Agreement is maintained in good standing, PTS will provide Client with the following services:
 - a. **Unlimited priority telephone technical support:** PTS provides 24/7 telephone technical support. PTS technicians will make every effort to respond within 2 hours of a Client call. Clients experiencing a system down condition will receive priority attention;
 - b. **Log Me In Rescue remote support:** To utilize remote support, Client must have broadband internet and the ability to connect via Log Me In Rescue. PTS provides Log Me In Rescue at no cost to Client. Log Me In Rescue can be used for web based remote support for questions and technical issues, as well as first call questions for hardware and operating systems.
 - c. **Module updates/upgrades:** Client receives all software module updates/upgrades at no additional software cost.
4. Client acknowledges that the following services are **not** included in the Annual Maintenance Agreement and are subject to separate billing when utilized by Client:
 - a. Services that require on-site trainers, programmers, or technicians;
 - b. Third party costs of software licenses and/or upgrades for products not developed by PTS, including, but not limited to, Windows licensed products, such as SQL;
 - c. Hardware purchased through PTS is supported by the hardware manufacturer's original warranty;
 - d. PTS no longer supports Windows 98, Windows 2000, Microsoft SQL Server 2000, or any product that is not supported by the original manufacturer.



ANNUAL MAINTENANCE AGREEMENT

- 5. The Parties agree that, if the Annual Maintenance Agreement is not kept in good standing by Client, PTS may suspend client support and/or module update/upgrades until all past due amounts are satisfied and good standing status resumed.
- 6. In the event Client elects to cancel the Annual Maintenance Agreement, Client shall notify PTS, in writing, within thirty days of the Annual Maintenance Date. Client acknowledges that sums paid under the Annual Maintenance Agreement are not subject to refund in the event of cancellation.
- 7. Client acknowledges that the maintenance price listed above of **\$17,850.00** is subject to change by PTS as detailed herein.
- 8. The cost of the Annual Maintenance Agreement may change with the addition of modules and/or other products. When additional modules and/or other products are purchased, any cost change to Annual Maintenance Agreement will be documented in a Contract Amendment signed by the Parties. Any such cost modification documented in a mutually executed Contract Amendment shall be considered part of this Annual Maintenance Agreement as if copied herein *in extenso*.
- 9. The cost of the Annual Maintenance Agreement may also change due to pricing changes of software modules and/or other products, as well as with reference to the Consumer Price Index (CPI.)
- 10. PTS reserves the right to change the cost calculation percentage associated with the Annual Maintenance Agreement. In the event of a cost change in the Annual Maintenance Agreement not incurred by Contract Amendment, PTS will provide Client's Notice Designate with written notice of such cost change at least 60 days prior to implementation of such cost change.

PTS Solutions, Inc.

City of Gautier, MS

Dave Fuqua, President

Signature, Title

Print Name

Print Name

Date

Date

Return Information:

Please mail signed agreement to:

PTS Solutions, Inc.
PO Box 469
Harrisonburg, LA 71340