

CITY OF RAPID CITY

Street Division

Traffic Operations, Street, and Equipment Maintenance

300 Sixth Street

Rapid City, SD 57701-2724

Telephone: 605-394-4152

FAX: 605-394-1856

e-mail: don.brumbaugh@rcgov.org



MEMO

TO: Public Works Committee

FROM: Don Brumbaugh, Streets Division

DATE: October 26, 2005

RE: Service and Maintenance Agreement – Fleet Controller Software Package

Attached is the Service and Maintenance Agreement for our fleet maintenance software package. The agreement requires approval of the Council.

We purchase this package when we see updates to the software package that are useful to our operation. This is the third update to the software that we've purchased in the fifteen plus years we've been using the program.

Should you have any questions, please contact either Dave McFarland or me at the Street Division at 394-4152.

Don Brumbaugh
Street Superintendent

cc: Karen Jones – PW Administrative Assistant
file



EQUAL OPPORTUNITY EMPLOYER

CAROL ENGBRIT

505-439-5770

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SERVICE AND MAINTENANCE AGREEMENT

Subject to all terms of this Service and Maintenance Agreement, FLEET COMPUTING INTERNATIONAL, INC. (hereinafter "FCI"), and City of Rapid City (hereinafter "CUSTOMER"), bearing serial number 80206 agree as follows:

- I. This AGREEMENT applies to the FLEET CONTROLLER™ software licensed to the CUSTOMER by FCI, as agreed to in separate End User's Software License Agreement.
- II. CUSTOMER agrees to pay FCI, in advance, a fee of \$ 525.00 for service and maintenance for one year provided in accordance with this Agreement.
- III. This AGREEMENT will commence Nov. 1, 2005, and will continue in force through Oct. 31, 2006. The CUSTOMER will have the option to renew this AGREEMENT at the rates and terms in effect on the renewal date.
- IV. FCI will provide the following services to the CUSTOMER during the term of this AGREEMENT:
 - a) Updates applicable to the CUSTOMER's specific version of FLEET CONTROLLER™ software, within the same operating environment for a specific version.
 - b) Telephone support for technical issues relating to errors in the execution of the CUSTOMER's delivered version of FLEET CONTROLLER™ or errors in the execution of the updated versions of CUSTOMER's specific version of FLEET CONTROLLER™.
- V. This AGREEMENT will continue in effect for the term indicated in (III) above, except that termination of the End User's Software License Agreement in accordance with that separate agreement will also operate to terminate this AGREEMENT concurrently. All amounts paid in accordance with this AGREEMENT are non-refundable in the event of such termination.

CUSTOMER:

FLEET COMPUTING INTERNATIONAL, INC.

By _____

By Carol Engbrit

Date _____

Date 10-24-05