

Resolution 007-24

A Resolution authorizing the execution of a Software Support Agreement with Southern Software, Inc. for the National Crime Information Center (NCIC) Interfacing with the Mobile Data Information System (MDIS) for Irondale Dispatch

THEREFORE BE IT RESOLVED by the Irondale Emergency Management Communication District, in regular meeting duly assembled, a quorum being present, that Supervisor April Dausch, or her designee, is hereby authorized to execute a software support agreement with Southern Software, Inc. (in substantially the form attached hereto as **Exhibit A**) for the National Crime Information Center (NCIC) interfacing with the Mobile Data Information System for Irondale Dispatch for the sum of \$1,591.00 annually and to execute any document(s) necessary to effectuate such agreement.

ADOPTED & APPROVED: This 6th day of November, 2024.



David Spivey, Chairman

ATTESTED:



Leigh Ann Allison, Secretary

CERTIFICATION

I, Secretary of the Irondale Emergency Management Communication District, hereby certify the above to be a true and correct copy of a resolution adopted by District at its meeting held on November 6th, 2024, as same appears in the minutes of record of said meeting.



Leigh Ann Allison, Secretary

Exhibit A

**SOUTHERN SOFTWARE'S
ANNUAL SOFTWARE SUPPORT AGREEMENT
NCIC Interface for Mobile (MDIS)
24/7**

This support agreement covers 24 hours a day, seven days a week support.

Problem Resolution

Southern Software will provide customer support for mission critical operation of **NCIC for MDIS**, 24 hours a day, seven days a week. This period includes holidays and weekends. This Agreement does not constitute a warranty but provides for mission critical problem resolutions at any time and non-mission critical problem resolutions of repeatable errors during normal business hours, EST. Southern Software cannot warrant the product will operate free of problems in perpetuity. Southern Software does not warrant third party software applications used in programs provided to customers, i.e., Microsoft® Word. The purpose of this Agreement is to provide the necessary technical assistance to ensure a timely problem resolution and to minimize downtime. This Agreement is not intended to provide around-the-clock assistance for problems not deemed to be operation critical. Mission critical is defined as "any problem that renders the entire system unstable or inoperable".

For problems covered under this Agreement, Southern Software will provide the following:

- Telephone response within five hours of notification of the problem. During this initial response, support personnel will determine the nature of the problem and severity. An attempt to resolve the problem will be made by giving instructions to the customer.
- Telephone response within one hour of notification of the problem after 5:00 p.m., EST and during holidays that fall on a normal work day. During this initial response, support personnel will determine the nature of the problem and severity. An attempt to resolve the problem will be made by giving instructions to the customer
- If this is unsuccessful or the severity too great, then Southern Software will escalate to a Level 2 response. A Level 2 response involves a support technician connecting remotely to the customer's network using industry standard secure remote diagnostic methods to attempt to resolve the problem.
- If the problem is unable to be detected or resolved with a Level 2 response, then a technician will be scheduled for an onsite visit. There is no cost to the customer for the onsite visit as long as the problem is with a Southern Software product or equipment covered by a Southern Software support contract and as long as the problem is not due to a virus or negligent actions/treatment.

The user understands support staff may provide a temporary fix. A permanent fix will be provided at a later date.

Program Updates

Southern Software will provide program updates to support customers as new updates, fixes and features are added. Updates will be made universally to all supported customers at one time. No custom programming will be performed.

Third Party

If, at any time, an update to a third party's software is required, Southern Software will not incur the cost of such upgrade.

System Administrator

The customer agrees to have a designated administrator (primary contact for support and update issues). It is highly desirable that the administrator be knowledgeable in networking and Windows® operating systems.

Data Backup Statement

The customer understands that it is the customer's responsibility to ensure data backups are being made daily and verified for accuracy.

Virus Statement

The customer agrees to have virus protection software loaded on each machine and agrees to update it weekly. (Southern Software recommends updating your virus protection software on each machine daily.) This support DOES NOT cover assistance in the recovery of damage caused by viruses or ransomware.

Southern Software will charge a fee for virus recovery assistance

Items not covered under this annual support agreement

- **Installation and setup of new equipment.**
- **Transferring of data.**
- **Moving equipment from one site to another.**
- **On-site installation/reinstallation of Southern Software products or installation/reinstallation of third party software/products.**
- **Virus damage/recovery repair work.**
- **Recovery/repair work related to natural disasters such as lightning, floods, etc..**
- **Replacement of equipment that is out of warranty.**
- **Cost of upgrades to third party software including but not limited to Microsoft products (i.e. Office, SQL, etc.), Anti-virus software, remote connectivity products, etc. or cost of updates to operating systems.**
- **On-site Training.**
- **Interfaces with third party products.**
- **Data conversions**
- **Data loss due to drive crashes, machine failures, etc..**
- **Installation, Training and Data Conversions for Software Re-architecture.**

Benefits

- The Software Support Agreement only covers software developed by Southern Software.
- Toll-free telephone support, seven days a week, 24 hours a day including holidays.
- Software Updates for Southern Software products.
- Remote System Support.
- Annual User's Conference.
- Free hardware/network assessments for upgrades.
- Free follow-up/new employee training at Southern Software's office.
- Free web training.

System Access/Customer Responsibility

The customer agrees to provide a dedicated computer capable of remote access for support purposes. The computer designated for remote connectivity shall allow access to all computers on the network requiring support.

This Annual Software Support Agreement provides coverage that begins October 30, 2024 and ends October 29, 2025.

NCIC for MDIS Annual Support \$1,591.00

By signing this document, you are confirming that you have read and understand the terms and conditions of the annual support agreement.

Important - Support Renewal Clause

A lapse in support renewal will require that all outstanding support balances be paid in full prior to reinstatement of support. Support fees are non-refundable.


Customer Representative Signature

11/6/24
Date

IRONDALE PD , AL - (NCIC FOR MDIS)

Name of Department

NOTE: IF A PURCHASE ORDER NUMBER IS REQUIRED ON THE SUPPORT INVOICE PLEASE ENTER HERE_____. IF THE NUMBER IS NOT AVAILABLE AT THIS TIME, PLEASE FAX THE PURCHASE ORDER TO (910)695-0251 WHEN IT IS AVAILABLE.

NO PURCHASE ORDER NUMBER WILL BE REQUIRED.