R-22-15

RESOLUTION NO. _____

A RESOLUTION WAIVING FORMAL BIDDING REQUIREMENTS AND AUTHORIZING THE RENEWAL OF ANNUAL SOFTWARE SUPPORT AGREEMENTS WITH SOUTHERN SOFTWARE INC., A SOLE SOURCE VENDOR; AND FOR OTHER PURPOSES.

WHEREAS, Ark. Code Ann. 14-58-303 requires City purchases exceeding the amount of $35,000 to follow statutory procedures of local advertisement and opening of sealed bids which may only be waived in exceptional situations where bidding is deemed not feasible or practical; and

WHEREAS, Southern Software, Inc. ("Southern Software"), 150 Perry Drive, Southern Pines, NC 28387, created all records systems used by the North Little Rock Police Department ("NLRPD"); and

WHEREAS, the NLRPD wishes to renew the Southern Software Annual Software Support Agreements for Record Management System and Quartermaster, Rambler, NCIC, Mapping Software, Computer Aided Dispatch, Mobile Data ("Agreements"), which will provide customer support, program updates, and training (see Agreements collectively attached hereto as Exhibit A); and

WHERE$AS, the cost of the Agreements total Sixty Nine Thousand One Hundred Ninety Six and 00/100 Dollars ($69,196.00) (see Purchase Requisition attached hereto as Exhibit B), to be paid from the 2022 IT department budget.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That formal bidding is hereby waived in connection with the renewal of the Annual Software Support Agreements with Southern Software, Inc. for a total amount of Sixty Nine Thousand One Hundred Ninety Six and 00/100 Dollars ($69,196.00)

SECTION 2: That the cost of the renewal in the amount of $69,196.00 shall be paid from the 2022 IT Department Budget.

SECTION 3: That the provisions of this Resolution are hereby declared to be severable, and if any section, phrase or provision shall be declared or held invalid, such invalidity shall not affect the remainder of the sections, phrases or provisions.

SECTION 4: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED:

APPROVED:

Mayor Terry C. Hartwick

SPONSOR:

ATTEST:

Terry C. Hartwick by AF

Mayor Terry C. Hartwick

Diane Whitbey, City Clerk

APPROVED AS TO FORM:

Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEYkt

FILED 10:15 A.M. _____ P.M.

By A. Fields

DATE 1-18-22

Diane Whitbey, City Clerk and Collector
North Little Rock, Arkansas

RECEIVED BY S. Usery

EXHIBIT

tabbies

A

SOUTHERN SOFTWARE'S
ANNUAL SOFTWARE SUPPORT AGREEMENT
Records Management System (RMS) & QuarterMaster (HRMS)
8:30 a.m., EST to 5:00 p.m., EST

This support agreement covers support from 8:30 a.m. to 5:00 p.m., EST, Monday through Friday.

Problem Resolution

Southern Software will provide customer support for mission critical operation of **RMS & QM**, from 8:30 a.m. to 5:00 p.m., EST, Monday through Friday. This Agreement does not constitute a warranty but provides for mission critical problem resolutions 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. 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.
- 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.**
- **Data Conversions.**
- **On-site Training.**
- **Interfaces with third party products.**
- **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, Monday through Friday, 8:30 a.m. to 5:00 p.m., EST.**
- **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 December 1, 2022 and ends November 30, 2023.

RMS & QM Annual Support $13,240.00

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

1/5/2022
Date

NORTH LITTLE ROCK PD , AR - (RMS & QM)
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.

SOUTHERN SOFTWARE'S
ANNUAL SOFTWARE SUPPORT AGREEMENT
RAMBLER (DSN)
8:30 a.m., EST to 5:00 p.m., EST

This support agreement covers support from 8:30 a.m. to 5:00 p.m., EST, Monday through Friday.

Problem Resolution

Southern Software will provide customer support for mission critical operation of **DSN**, from 8:30 a.m. to 5:00 p.m., EST, Monday through Friday. This Agreement does not constitute a warranty but provides for mission critical problem resolutions 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. 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.
- 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.**
- **Data Conversions.**
- **On-site Training.**
- **Interfaces with third party products.**
- **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, Monday through Friday, 8:30 a.m. to 5:00 p.m., EST.**
- **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 August 1, 2022 and ends July 31, 2023.

DSN Annual Support $0.00

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

1/5/2022
Date

NORTH LITTLE ROCK PD , AR - (DSN)
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.

SOUTHERN SOFTWARE'S
ANNUAL SOFTWARE SUPPORT AGREEMENT
QUARTERMASTER
8:30 a.m., EST to 5:00 p.m., EST

This support agreement covers support from 8:30 a.m. to 5:00 p.m., EST, Monday through Friday.

Problem Resolution

Southern Software will provide customer support for mission critical operation of **QM**, from 8:30 a.m. to 5:00 p.m., EST, Monday through Friday. This Agreement does not constitute a warranty but provides for mission critical problem resolutions 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. 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.
- 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.**
- **Data Conversions.**
- **On-site Training.**
- **Interfaces with third party products.**
- **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, Monday through Friday, 8:30 a.m. to 5:00 p.m., EST.**
- **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 November 1, 2022 and ends October 31, 2023.

QM Annual Support $0.00

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

1/5/2022
Date

NORTH LITTLE ROCK PD , AR - (QM)
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.

SOUTHERN SOFTWARE'S
ANNUAL SOFTWARE SUPPORT AGREEMENT
NCIC
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**, 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.**
- **Data Conversions.**
- **On-site Training.**
- **Interfaces with third party products.**
- **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 December 1, 2022 and ends November 30, 2023.

NCIC Annual Support $3,344.00

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

1/5/2022
Date

NORTH LITTLE ROCK PD , AR - (NCIC)
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.

SOUTHERN SOFTWARE'S
ANNUAL SOFTWARE SUPPORT AGREEMENT
MAPPING SOFTWARE (MDS)
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 **MDS**, 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.**
- **Data Conversions.**
- **On-site Training.**
- **Interfaces with third party products.**
- **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 December 1, 2022 and ends November 30, 2023.

MDS Annual Support $10,262.00

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

1/5/2022
Date

NORTH LITTLE ROCK PD , AR - (MDS)
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.

SOUTHERN SOFTWARE'S
ANNUAL SOFTWARE SUPPORT AGREEMENT
COMPUTER AIDED DISPATCH (CAD)
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 **CAD**, 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.**
- **Data Conversions.**
- **On-site Training.**
- **Interfaces with third party products.**
- **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 December 1, 2022 and ends November 30, 2023.

CAD Annual Support $12,794.00

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

1/5/2022
Date

NORTH LITTLE ROCK PD , AR - (CAD)
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.

SOUTHERN SOFTWARE'S
ANNUAL SOFTWARE SUPPORT AGREEMENT
MOBILE DATA (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 **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.**
- **Data Conversions.**
- **On-site Training.**
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- **Data loss due to drive crashes, machine failures, etc..**
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Benefits

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- **Software Updates for Southern Software products.**
- **Remote System Support.**
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- **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 December 1, 2022 and ends November 30, 2023.

MDIS Annual Support $29,556.00

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

1/5/2022
Date

NORTH LITTLE ROCK PD , AR - (MDIS)
Name of Department

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☐ NO PURCHASE ORDER NUMBER WILL BE REQUIRED.

EXHIBIT
B

Purchase Requisition

01/10/2022
11:50 AM

Purchase Requisition No 22-00185

Requested Date 01/05/2022
Required Date 01/05/2022
Requested By JBARBER

Department 052

Preferred Vendor 009181
SOUTHERN SOFTWARE INC

Address 150 PERRY DRIVE

SOUTHERN PINES, NC 28387

Req. Description RMS, QM, DSN, NCIC, MDS, CAD, AND MDIS ANNUAL SUPPORT

Qty.	Description	GL Number 1	Unit Price	Amount
1	RMS, HRMS ANNUAL SUPPORT REI	12-052-52503	13,240.00	13,240.00
1	DSN ANNUAL SUPPORT RENEWAL	12-052-52503		
1	QM ANNUAL SUPPORT RENEWAL	12-052-52503		
1	NCIC ANNUAL SUPPORT RENEWAL	12-052-52503	3,344.00	3,344.00
1	MDS ANNUAL SUPPORT RENEWAL	12-052-52503	10,262.00	10,262.00
1	CAD ANNUAL SUPPORT RENEWAL	12-052-52503	12,794.00	12,794.00
1	MDIS ANNUAL SUPPORT RENEWAL	12-052-52503	29,556.00	29,556.00
			Total:	69,196.00