



# SERVICE AGREEMENT

This **SERVICE AGREEMENT** is by and between **Madison County MS Emergency Management** having a principal place of business at

Canton, Mississippi (Hereinafter "Client") and **Cothorn Computer Systems, Inc.** (hereinafter "Cothorn").

**1. Cothorn SERVICES:** This AGREEMENT applies to any services provided to Client by Cothorn as outlined in the attached Statement of Work, hereafter referred to as Appendix A, making and including Appendix A and all its Components as part of this Agreement.

**2. THIRD PARTY VENDORS:** Equipment, hardware parts, software products, and installation services, whether sourced through Cothorn, or otherwise procured, purchased, or licensed by Client are the sole responsibility of Client and its agreement between its vendor or service provider. Cothorn shall bear no obligation for expense or performance of any product or service, unless expressly stated and outlined in this Service Agreement and its Attachments.

**3. BILLING TERMS:** Charges for services, products, or tools are based on terms outlined in Appendix A of this Agreement.

**4. COPYRIGHT TO Cothorn PROGRAMS AND TOOLS:** Client agrees that Cothorn shall have exclusive copyright to and ownership of any software tools developed by Cothorn. Client shall not disclose, make available, duplicate, or market any Cothorn programs or tools developed or used pursuant to this Agreement, and shall use its best efforts to safeguard against unauthorized disclosure, use, duplication, or marketing of same. Client has exclusive ownership of all existing client application systems, new client applications, modifications, and derivatives developed by Cothorn during the performance of this Statement of Work.

**5. Client** agrees that personnel assigned on this service by Cothorn are employees of Cothorn, and Client shall not employ any Cothorn employee, full or part-time, for a period of one year from the time said employee has been terminated or has resigned from Cothorn.

**6. COMPLETION DATES:** Any delays by Client's staff may result in a corresponding delay in completion dates; however, Cothorn will use all reasonable efforts to complete the project within the time frame outlined in this Agreement. In no event will Cothorn be held responsible for delays caused by Client's failure to make a timely decision, provide material requested by Cothorn in a timely manner, provide qualified personnel to assist when necessary or any other reason that is out of Cothorn's control.

**7. NONDISCLOSURE:** Client shall not disclose or otherwise make available any of said software to other than the Client or its employees, or contracted personnel who have executed an appropriate nondisclosure agreement with Client, for purposes other than as necessary to Client's use of the software as authorized herein. Client shall use its best efforts to safeguard copies of said software against unauthorized disclosure.

**8. LIABILITY:** Cothorn will not be responsible for any coding changes, additions and/or system logic changes to any of the software by anyone other than Cothorn personnel, nor be held liable for software defects or for any malfunctions in the processing of data due to these changes. Client agrees that the limit of liability of Cothorn hereunder is limited to the amount of fees paid to Cothorn by the Client under this Agreement.

**IN NO EVENT** will Cothorn be liable for direct, indirect, incidental, or consequential damages resulting from any defect in the software.

**9. AUTHORITY:** Client acknowledges that it has read this Agreement and agrees to all terms and conditions stated herein. Cothorn represents and warrants that it has full authority to license the described software and that same do not infringe upon or violate any patent, copyright, or trade secret of any third party.

**10. GOVERNING LAW:** This Agreement and its validity, construction and performance shall be governed by and construed in accordance with the Laws of the *State of Mississippi*.

**11. TERM AND TERMINATION:** The term of this Agreement shall commence on the date first set forth in this Agreement and shall continue in effect until the completion of this project. Client may terminate this agreement with 30 days written notice, and payment in full for all work completed.

**IN WITNESS WHEREOF**, the PARTIES have caused this AGREEMENT to be executed as of the \_\_\_\_\_ day of **November, 2015**.

**Madison County MS Emergency Management Agency**

Signature \_\_\_\_\_  
Print Name \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_

**Cothorn Computer Systems, Inc.**

Signature \_\_\_\_\_  
Print Name **Allen B. Cothorn** Date \_\_\_\_\_  
Title **CEO**

## Appendix A

### Statement of Work for Consulting and Programming Services

1. Scope of Agreement	Cothern will provide consulting and programming services for enhancement of Madison EMA application programs.
2. Services Description	<p>Consulting and programming services required for design, development, testing, and implementation of enhancements to the following Madison County Emergency Management Agency applications:</p> <p>File 1: MSAG (Master Street Address Guide) – street data</p> <ol style="list-style-type: none"> <li>1. Currently allows user to enter one district. Change so user can enter five districts.</li> <li>2. Addition of full screen so user can type in notes for MSAG.</li> <li>3. Currently allows user to enter one "Date to BOS". Change so user can enter five of them.</li> <li>4. Add new field so user can enter subdivision code.</li> <li>5. Add new field so user can enter secondary ESN.</li> <li>6. Add new fields for storing utility information such as water, energy, and gas companies.</li> </ol> <p>File 2: CSAF (County Street Address File) – street address data</p> <ol style="list-style-type: none"> <li>1. Add new one character field after "No". Currently, this information is stored in last character of Apt/Lot field. Write program to move this information from Apt/Lot to new field.</li> <li>2. Add new field so user can enter secondary ESN.</li> <li>3. Add a couple of entries to table of use codes. The letter J will be for "Jurisdiction". The letter Z will be for "Utility Purpose Only".</li> <li>4. Old Street field is actually being used for Parcel. Change description on screen and in DDS. Fields of Old Street Number, Old Sub Box Number, and Old City/Community are not being used so remove them. Since fields for Old Street are being removed, remove option to do search on Old Street.</li> <li>5. Addition of full screen so user can type in notes for CSAF.</li> <li>6. When adding record, city and ESN are populated from MSAG. Also populate zip and XCH fields. Always check to make sure that city, zip, and exchange match.</li> <li>7. Add new fields for storing utility information such as water, energy, and gas companies.</li> <li>8. Add new field so user can enter subdivision code.</li> <li>9. Add new field so user can enter GPS information.</li> <li>10. Add new fields for previous names.</li> </ol> <p>General changes</p> <ol style="list-style-type: none"> <li>1. If ESN changes on MSAG, have program that will update CSAF file so user will not have to manually do it through going into CSAF maintenance numerous times.</li> <li>2. Addition of reports to print requested information.</li> </ol>
3. Deliverable	Consulting and programming services provided by experienced



## Appendix A

	consultant knowledgeable of the IBM i / DB2 / RPG system and the Madison County IT environment.
4. Schedule	Project duration is estimated at 2 weeks starting November 24th, 2015 or before.
5. Assumptions	<ol style="list-style-type: none"> <li>1. Consultant is employee of Cothern Computer Systems, Inc., and is knowledgeable consulting resource experienced with IBM i technical environment.</li> <li>2. Client will provide technical subject matter experts to assist consultants and answer questions as required.</li> </ol>
6. Fee	<p>This is a time and materials development project.</p> <p>The hourly rate is \$150 per hour.</p> <p>The estimated duration for this project is two weeks (80 labor hours).</p>
7. Travel, Lodging, and Incidental Expenses	<p>Travel is not expected for this engagement.</p> <p>If travel becomes necessary at Client's request, actual travel and lodging expenses will be billed.</p>
8. Billing Terms	Time and materials consulting hours will be billed monthly and are due when invoiced.
9. Termination	Either party may terminate this agreement with a 30 day written notice.

**Cothern Computer  
Systems, Inc.**

**Madison County MS  
Emergency Management  
Agency**

Signature		
Print Name	Allen B. Cothern	
Title	CEO	
Date		