

CSI - Computer Systems, Inc.
System Support Agreement
Jay County, IN Recorder

This System Support Agreement (hereinafter "Agreement") is made and entered between CSI - Computer Systems, Inc. (hereinafter "CSI") and the Board of Commissioners of Jay County, IN County (hereinafter "Customer"). CSI and Customer, as parties to the Agreement, hereby agree as follows:

I. CONTRACT TERM AND DEFINITION

1. *Term* - This Agreement is effective only upon execution by the parties and will continue for a term of (1) year beginning January 1, 2026 and ending December 31, 2026. Thereafter, this Agreement shall be automatically renewed for successive one-year terms at CSI's annual System Support Agreement fee in effect at the time of renewal. Either party may elect not to renew this Agreement by providing the other with written notice on or before ninety (90) days prior to the expiration of the Agreement.
2. *Server Operating System*- refers to software that interacts and manages the application software during the use of the file server. CSI will be responsible for items that strictly involve the Server Operating System if the server is a CSI Hosted Server. If the Server Operating System is not on a CSI Hosted Server then CSI will not be responsible for the items that strictly involve the Server Operating System.
3. *Licensed Software* – refers to the refers to software (in executable form), documentation, file layouts and other tangible or intangible information related to the operation thereof which are the intellectual properties of CSI.
4. *Workstation Operating Software* - Refers to Microsoft, Inc.'s Windows Software applications, any terminal emulation or Workstation application software utilized by CSI on Customer personal computer.
5. *Customer Purchased Software* - Refers to software applications purchased by Customer for use on the file server or personal computer which has not been purchased from CSI.
6. *Database* – refers to the software including executable software, documentation and other tangible or intangible information included in the Microsoft SQL Server™ or PostgreSQL™ application software and related to operation thereof. PostgreSQL is not owned by any developer and is available as shareware open-source software.
7. *Hosted Server* – Refers to the computer server that operates the Licensed Software and that is managed and maintained by CSI for Customer.

II. PRICING AND PAYMENTS

1. The Pricing for this Agreement is \$5,500.00 annually.
2. The cost for this Agreement can, by consent of CSI, be invoiced monthly, quarterly or semi annually in advance based upon the payment plan specified. The Customer agrees to pay the invoiced charges in advance by the due date of the stated coverage. Any request by Customer to be invoiced monthly or quarterly will be charged an additional ten (10) percent of the annual amount for bookkeeping charges.
3. The Customer agrees to pay any taxes resulting from this Agreement and any activities hereunder, exclusive of taxes based on CSI gross income. If Customer is tax-exempt, Customer will provide CSI any information necessary to document this tax-exempt status.
4. CSI may adjust any charges from time to time to correspond with CSI's then current rate. Adjustments will be effective the first date of renewal of Agreement as specified in Section I. Charges for any new software or software user license upgrade will be added to this Agreement at the then current rate and will be prorated for remaining term of this Agreement.
5. There will be **NO REFUNDS or credits if Customer cancels the Agreement before the expiration of the one (1) year Agreement unless such cancellation is the result of a breach of this contract by CSI per Section VIII herein.**

III. CSI'S RESPONSIBILITIES

1. *Response Time* - CSI guarantees to respond to a call for support within (2) hours of the notification of the problem by the customer per the Service Availability period as detailed in Section III herein.

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2. *System Tuning of the File Server to Maximize Resources* - This involves diagnosis of the Server Operating system via reports available in the core operating system. Adjustments will be made to provide peak performance given the available resources. Situations may occur that require additional resources be provided to accommodate the Server Operating System. The cost of additional resources and related installation, if required, will be provided by the Customer. Examples of additional resources are more system RAM, additional hard disk space, upgraded user licenses, etc. CSI will be responsible for demonstrating the need for these resources, but not providing or installing these resources unless contracted separately by Customer. In the event the additional resources need to be configured for the Server Operating System to utilize them, CSI will configure the items provided these additional resources are approved by CSI for appropriate use in the system.
3. *Disaster Recovery Services* – CSI will reload the most recent successful Customer created backup from the CSI Hosted Server and if applicable the Server Operating System and/or Database software to the repaired file server. The responsible party for the hardware should make sure the system is restored to full running condition prior to any CSI services. CSI is not responsible for improper or failed backup or hardware in the system unless contracted for separately by the Customer. Data will be reloaded from the Customer performed backup media to the repaired server.
4. *Telephone and Remote Access Support* - Telephone and remote access support of the Server Operating System is provided during the specified hours of the Agreement as detailed herein.
5. *Reloading or Reconfiguring* - CSI will reload or reconfigure the Server Operating System on the existing file server in the event of a software malfunction. Also, CSI will reload or reconfigure the Customer Purchased Software, if applicable.

IV. SERVICE AVAILABILITY PERIOD

1. CSI will provide the services as outlined in this Agreement for the period of 8:00 a.m. - 5:00 p.m. Eastern Standard Time, Monday through Friday, excluding Weekends and Holidays.
2. Discounted hourly rate of \$85.00 per hour (normal billing rate is \$150.00 per hour) for any service by CSI not covered under this Agreement. This rate is for service done during normal business hours per III (1) above.
3. The Customer may request services from CSI outside the time period in III (1) above and Customer agrees to pay for such services at CSI's rates as follows:
 - A. Weekend/After Hours - \$127.50 per hour (versus \$225.00per hour).
 - B. Holidays - \$170.00 per hour (versus \$300.00 per hour).

V. CUSTOMER RESPONSIBILITIES

1. The Customer will provide CSI remote access capabilities to the Server and Workstation (e.g. Prefer VPN, secure Internet, etc.).
2. The Customer will use the Server Operating System, Workstation Operating Software, Licensed Software, Customer Purchased Software and Database according to the terms and conditions of the Manufacturer agreement posted on all software packages loaded on the file server.
3. The Customer will be responsible for all data and proper backup and safeguard of data and programs. **THIS INCLUDES SAFEGUARDS TO DATA AND PROGRAMS PRIOR TO WORK PERFORMED BY CSI PERSONNEL.**
4. The Customer will promptly notify CSI of the Server Operating System, Workstation Operating Software, Licensed Software, Customer Purchased Software and Database failure or malfunction and allow CSI full, free and safe access to the file server either via a remote access connection or on-site access.
5. The Customer will not copy or reproduce in any form whatsoever the Server Operating System, Workstation Operating Software, Licensed Software, Customer Purchased Software and Database without the express written permission of the Manufacturer, with the exception of making copies for backup purposes only.
6. The Customer agrees to be responsible for all proper software licenses per Manufacturer's license agreement for all Server Operating System, Workstation Operating Software, Licensed Software,

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Customer Purchased Software and Database loaded on the file server or personal computer, whether loaded by CSI or not.

7. Customer Responsibility for Security: The Customer acknowledges and agrees that it is solely responsible for implementing, maintaining, and updating adequate antivirus, malware, and ransomware protection measures for its systems, devices, and data used in connection with the Services. CSI shall not be liable for any damages, losses, or breaches arising from the Customer's failure to maintain such protections, including but not limited to data loss, system downtime, or unauthorized access caused by viruses, ransomware, or other malicious software.

VI. SERVICE LIMITATIONS

1. The System Support Agreement does not include the following:
 - A. Maintaining any modifications, tampering, alterations to the Server Operating System, Workstation Operating Software, Licensed Software, Customer Purchased Software and Database that are not performed or approved by CSI.
 - B. Installing, configuring and loading of Customer Purchased Software applications now and subsequently purchased by Customer.
 - C. This Agreement does NOT include providing the updates, enhancements, user license increases, or new releases to the Server Operating System, Workstation Operating Software, Licensed Software, Customer Purchased Software and Database.
 - D. This Agreement does NOT include on-site Workstation Operating Software or Customer Purchased Software support, reload, reconfigure or data restore.
 - E. Installing, or moving the Server Operating System, Workstation Operating Software or Customer Purchased Software connected with the relocation to new hardware.
 - F. Accuracy or usability of Customer performed backup. Any expense related to any reconstruction of data from backup media, hard disk drive, or corrective action to restore data due to faulty media, hard drive, tape backup failure or improper backup procedures are the responsibility of the Customer.
 - G. Catastrophe or cause external to the Server Operating System, Workstation Operating Software, Licensed Software, Customer Purchased Software and Database such as but not limited to computer viruses, ransomware, computer hacking, acts of God, acts of war, terrorism, accident, fire, and/or water damage.
 - H. Fault or negligence of Customer and improper use or misuse of the Server Operating System, Workstation Operating Software, Licensed Software, Customer Purchased Software and Database.
 - I. Failure, instability or unsuitability of hardware not approved or supported by CSI.
 - J. CSI assumes no responsibility of obsolescence of the Workstation Operating Software, Server Operating System, Database and any documentation.
 - K. This Agreement does NOT include the training or retraining of Customer staff for new releases, enhancements, new modules or conversion of data.
 - L. Repair and maintenance of the network hardware and peripherals.
2. Upon request by Customer, services excluded in this section may be provided by CSI and Customer agrees to pay for such additional services at the discounted rate detailed in Section III (2) or as separately provided by a contract with CSI for hardware maintenance.

VII. LIMITATION OF LIABILITY

1. CSI's liability to the Customer for damages from any cause whatsoever and regardless of the form of an action, whether in contract or in tort, including negligence will not exceed the charges paid or payable for one (1) year of maintenance that is the subject matter of or is directly related to the cause of action arose. This limitation will not apply to claims for personal injury or damage to real or tangible personal property caused by CSI's negligence.
2. In no event will CSI be liable for any cost or damage associated with the loss of use of the Server Operating System, Workstation Operating Software, Licensed Software, Customer Purchased Software and Database

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- or any other resources, for any lost data, loss of business or profits, any third party claims, cost of substitute programs or any other special, indirect or consequential damages even if CSI has been advised of or should have known of the possibility of such damages or for any claim against the Customer by any other party. This includes the reinstallation by CSI of data and application programs from the Customer performed backup to the file server or any data transferred to the file server whether provided by CSI or restored by CSI.
3. CSI will take all reasonable precautions to ensure that the data is correct, but does not guarantee the accuracy of such data. The Customer agrees to verify and take responsibility for all data. Any errors as a result of the restoration or transfer of data to the file server by CSI, Customer or Customer's representative are not the responsibility of CSI to correct. CSI may agree to assist Customer at CSI's then current hourly rate.
 4. The Customer agrees to indemnify and defend CSI for any claims by third parties which are occasioned by or arising from CSI's performances pursuant to instructions of the Customer including customized programming modifications for Customer.
 5. In providing service, CSI does not assure uninterrupted operation of the Server Operating System, Workstation Operating Software, Licensed Software, Customer Purchased Software and Database and CSI is not responsible for failure to render services due to causes beyond its control or failure of the hardware and equipment for which the Server Operating System, Workstation Operating Software, Licensed Software, Customer Purchased Software and Database is to function on.
 6. CSI makes no other representations or warranty, express or implied with respect to any Server Operating System, Workstation Operating Software, Licensed Software, Customer Purchased Software and Database hereunder, including without limitation, any representation or warranty as to its merchantability or fitness for any intended use. CSI will have no liability hereunder for any incidental or consequential damages arising out of this Agreement. No action arising out of any claimed breach of this Agreement may be brought by either party more than eighteen (18) months after the cause of action has occurred.
 7. CSI assumes no responsibility for obsolescence of the Server Operating System, Workstation Operating Software, Licensed Software, Customer Purchased Software and Database programs or documentation.

VIII. GENERAL

1. This Agreement may be modified only by a written amendment duly signed by the authorized representative of both parties. CSI may adjust charges pursuant to Section 6 (C) in the absence of any contract to the contrary. Variances from the terms and conditions of this Agreement in any custom contract or other written notification will be of no effect.
2. Without the prior written consent of CSI, the Customer may not assign this Agreement. Any attempt by Customer to assign any of the rights or obligations of this Agreement without such consent is void.
3. Breach of Agreement. If either party defaults in its obligation under this Agreement and the default continues for thirty (30) days after written notice thereof by the other party, this Agreement may be terminated by the other party without prejudice to any other remedy.
4. If either party on any occasion fails to perform any term of this Agreement, and the other party does not enforce that term, the failure to enforce on that occasion will not prevent enforcement on any other occasion.
5. In compliance with IC 22-5-1.7-11, CSI has enrolled in the USCIS E-Verify Program, Company ID #483133 to verify that all CSI new hires and all employees (existing and new) directly performing work under Federal contracts, are authorized to work in the United States.
6. CSI, its officers, employee, agents, contractors and its subcontractors, if any, comply with all laws of the United States, the State of Indiana and City and shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of his race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status and/or Vietnam-era veteran status. Breach of this covenant may be regarded as a material breach of this Contract.
7. Under Indiana law (I.C. 5-22-16.5), CSI its officers, employee, agents, contractors and its subcontractors, if any are not engaged in any investment activities in Iran.
8. Governing Law and Dispute Resolution. This Agreement shall be governed by and construed in accordance

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with the laws of the State of Indiana. All disputes, controversies, or differences arising out of this Agreement or any breach thereof will be finally settled under the Arbitration Rules established by the Indiana Rules for Alternative Dispute Resolution then in effect. Costs of arbitration are to be divided equally between the parties and paid within thirty (30) days after the Arbitration evaluation, regardless of the outcome. The venue for the Arbitration is in Fishers, Indiana. The parties agree to be bound by the Arbitration decision on all issues and judgment on the award may be entered in any court of competent jurisdiction. All disagreements or controversies of any kind, whether claimed in tort, contract or otherwise, concerning this Agreement or any other matter whatsoever between the parties shall be brought within two (2) years after the occurrence of the disagreement or controversy.

9. Suspension and Debarment. CSI certifies the following:
- A. By entering into this Contract that neither it nor its principals nor any of its contractors or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Applicant.
 - B. That it will verify the state and federal suspension and debarment status for all contractors or subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred contractor. CSI shall immediately notify County if any contractor or subcontractor becomes debarred or suspended, and shall, at County's request, take all steps required by County to terminate its contractual relationship with the contractor or subcontractor for work to be performed under this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written above, and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

CSI: CSI - Computer Systems, Inc.

CUSTOMER: Board of Commissioners of Jay County, IN



Kevin J. Cook, President
Date: 06/25/2025

BY: Chad [Signature]

DATE: 10-27-25

BY: Dawn [Signature]

DATE: 10-27-25

BY: Doug [Signature]

DATE: 10-27-25

REQUEST FOR REVIEW OF PROPOSED COUNTY CONTRACT

Date of Request: 10-17-25

Pursuant to Indiana Code 36-2-2.8 and Indiana Code 36-2-2.9, the County Officer noted below is seeking the approval of a contract necessary for the County Officer to carry out a consituational or statutory duty of the office.

The County Officer signing below represents:

- 1.) Funds have been appropriated by the Jay County Council for this Contract;
- 2.) The County Officer, or the appropriate employees or deputites of the County Officer, have complied with Indiana law regarding the bidding and purchasing of the matters contained in the Contract;
- 3.) The County Officer, or the appropriate employees or deputites of the County Officer, have complied with all applicable the Jay County policies and ordinances regarding the bidding and purchasing of the matters contained in the Contract;
- 4.) The proposed Contract complies with applicable Indiana laws;
- 5.) The proposed Contract contains the provisions required Ord. 2024-___
- 6.) A true and accurate copy of the current, prosed Contract is attached to this form; and
- 7.) If the Contract is approved by the Board of Commissioners, the County Officer will submit the executed Contract to the Auditor no more than ten (10) days after execution.

Recorder
County Office
Melanie Lipp
County Officer

Date Request Received by Auditor:

10-17-25

By Erin Frank
Jay County Auditor's Office