COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507
(251) 580-2564
(251) 580-2500 Fax
agary@baldwincountyal.gov
www.baldwincountyal.gov

ANU GARY
Records Manager

MONICA E. TAYLOR
Assistant Records Manager

June 16, 2014

Delta Computer Systems, Inc.
1085 Tommy Munro Drive
Biloxi, Mississippi 39532

RE: Sales & Use Tax Collection Software

Dear Sir or Madam:

Enclosed for your files are **copies** of the following **fully executed** *Agreements* approved during the June 3, 2014, Baldwin County Commission meeting, between the Commission and Delta Computer Systems, Inc.:

1) *Purchase Agreement* for software license fee in the amount of $41,000.00; and

2) *Computer Software License Agreement*; and

3) *Computer Software Support Agreement*, the term of the *Agreement* shall be for one year and shall automatically renew at each annual period; and

4) *Computer Software Support Agreement Addendum.*

If you have any questions or need further assistance, please do not hesitate to contact Kim Creech, Clerk/Treasurer, at (251) 937-0303.

Sincerely,

ANU GARY, Records Manager
Baldwin County Commission

AG/met Item BG1

cc: Kim Creech
Brian Peacock

ENCLOSURE(S)

(BALDWIN COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER M/F)

Delta Computer Systems, Inc.

1085 Tommy Munro Drive
Biloxi, MS 39532
Phone: (228) 388-7688
Fax: (228) 388-7689

RECEIVED
JUN 13 2014
BY: MCR

PURCHASE AGREEMENT

Baldwin County Alabama

Item	Software/Service Description	Software License Fee	Monthly Support	Training Days	Training Budget
1.	Sales Tax Program	$ 20,000.00	$ 400.00	5	$ 5,000.00
2.	PaperLink Workstation Licenses (10)	$ 15,000.00	$ 300.00	-	-
3.	Data Conversion (estimate 40hrs*)	$ 6,000.00	-	-	-
	Grand Total	**$ 41,000.00**	**$ 700.00**	**5**	**$ 5,000.00**

SOFTWARE NOTES:
The software license fees are due and payable upon installation. Support fees will begin upon installation.

* Conversion cost shown represents an estimated maximum cost.

HARDWARE NOTE: It is assumed that the County IT department will purchase the ten (10) Fujitsu 7160 scanners directly.

TRAINING NOTES:
Training costs as shown are estimates for time and budget purposes. Actual cost will be based on Delta's standard training rate of $1,000.00 per day. Minimum billing increment for training is 1day.

Agreed, this 13th day of June, 2014.

Baldwin County Commission	**Delta Computer Systems Inc.**
Client Name	Company Name
Client Authorized Signature	Delta Authorized Signature
Charles F. Gruber	Tim Joffrion
Printed Name	Printed Name

Delta Computer Systems, Inc.

1085 Tommy Munro Drive
Biloxi, MS 39532
Phone: (228) 388-7688
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Computer Software License Agreement

Carefully read the following license agreement before loading or using any software. By using or copying this software, you accept the terms of this agreement. If you do not accept the terms of this agreement, do not open any of the media and promptly return the entire package to Delta.

DEFINITIONS

The following definitions apply to the terms as they appear in this agreement.

* Delta means Delta Computer Systems, Inc., a Mississippi Corporation.
* You and Your refer to any person or entity that acquires or uses this Package.
* Package means the Software, user's manual(s), and other items accompanying this agreement.
* Software means the computer program contained in this Package, together with all codes, techniques, software tools, formats, designs, concepts, methods, and ideas associated with that computer program. The term also includes all copies of any part of the Software as well as the manual(s) and other printed materials contained in this Package.
* Media means magnetic or optical disks or tapes containing the Software.

PERMITTED USES

Delta grants You a non-exclusive license to use the Software in this Package according to the terms set forth below. You may:

* Operate the Software on the one computer as of the date of this agreement.
* Make backup copies of the Software, which automatically becomes the property of Delta and subject to this agreement.

PROHIBITED USES

You may not:

* Allow the Software to become available to any person or entity other than Your employees.
* Modify the Software or merge it with another program, except for Your sole use on a single computer. The program resulting from any modification or merger is considered a derivative work.
* Reverse engineer, disassemble, decompile, or make any attempt to discover the source code to the Software.
* Remove, obscure, or alter any notice of the patent, copyright, or other proprietary rights related to the Software.
* Sub-license, sell, lend, rent, or lease any portion of the Software, directly or indirectly.
* Copy any portion of the Software, except to make backup copies.
* Operate the Software on any computer other than the one in use as of the date of this agreement.

The Software involves valuable proprietary rights of Delta and others. There is no transfer to You of any title to or ownership of the Software or any patent, copyright, trade secret, trade name, trademark, and other proprietary rights related to the Software, regardless of the form that original or other copies exist in. You may not violate these rights and You must take all appropriate steps to protect Delta's rights. Delta may at any time replace, modify, alter, improve, enhance, or change the software without prior notice.

Both the license and Your right to use the Software terminate automatically if You violate any part of this agreement. In the event of termination, You must immediately destroy all copies of the Software or return them to Delta.

Agreed this the 13th day of June, 2014.

Customer Name: Baldwin County Commission

Signature: _____.

Printed Name: Charles F. Gruber, Chairman.

Delta Computer Systems, Inc.

1085 Tommy Munro Drive
Biloxi, MS 39532
Phone: (228) 388-7688
Fax: (228) 388-7689

Computer Software Support Agreement

Purpose

The purpose of this agreement is to assure you that all software provided by Delta Computer Systems, Inc. (Delta) as listed on the addendum to this agreement is in compliance with applicable laws, rules and regulations as they pertain to the software. As the laws change, Delta will provide updated programs to meet the demands of the legislation.

Delta's Obligations

Delta will analyze new regulations and prepare modifications of the software to ensure the system conforms. The modifications shall be limited to existing licensed software which you have purchased and shall not include new systems. New programs required to meet new, additional requirements shall not be provided under this agreement. For example, if you licensed the magnetic payroll tax reporting system and IRS initiates a change to the method of reporting, the changes will be provided under this agreement. However, if you had not purchased the magnetic reporting software initially, there would be an additional charge for the program.

Problem resolution is handled on a first come first serve basis within a priority group. Priority groups are determined by user need and externally defined deadlines. Completely down systems have priority over operational systems. Externally defined deadlines (IRS, State, Federal, etc.) have priority over non-deadline items. Average response for critical items is two hours or less depending upon the complexity of the request.

All software updates will be delivered to you electronically or by mail depending upon the size and urgency of the update. Delta shall provide installation instructions and/or telephone assistance for loading updates as appropriate. Delta shall not be responsible for maintaining any of your modifications. Corrections of difficulties or defects traceable to your errors or system changes will be billed at triple the standard rate.

Client's Obligations

Client shall inform Delta as soon as reasonably possible as to the nature and impact of upcoming legislative changes that affect the software system. Client shall provide copies of all pertinent documentation and shall assist Delta in understanding the new requirements and developing a method of meeting the requirements. During the term of the software support agreement, Client shall at Client's expense, provide Delta with secure telnet and ftp internet access to Client's server from Delta's server for the purpose of diagnosing problems and to facilitate software updates.

General Terms

This contract shall commence on the first day of delivery of the software or upon the date of execution by both parties and shall remain in effect for one year.

Fees for software support shall be payable monthly or annually in advance. A penalty of 1.5 percent per month of the outstanding balance will be assessed to accounts that remain past due more than 60 days. Delta reserves the right to withhold services for any account which is past due more than 60 days.

Client shall be responsible for all incidental costs such as mail, telephone, travel and subsistence in connection with support services.

Client shall use Delta's prescribed reporting procedures to outline software problems.

Either party may terminate this agreement after a 60 day written notice and payment of all outstanding amounts due.

This agreement shall automatically renew at each annual period. Delta reserves the right to modify its fees by providing notice of such 60 days prior to the renewal period.

Services provided by Delta that are above and beyond the scope of this agreement shall be billable at Delta's current rate at the time such services are rendered.

This agreement is binding on, the parties hereto and their successors, and to Seller's assigns, sub-lessees and transferees.

Agreed this 13th day of June, 2014

Baldwin County Commission.
Client Name

Client Signature

Charles F. Gruber, Chairman.
Printed Name

Accepted: Delta Computer Systems, Inc.

Delta Computer Systems, Inc.

1085 Tommy Munro Drive
Biloxi, MS 39532
Phone: (228) 388-7688
Fax: (228) 388-7689

Computer Software Support Agreement Addendum

The software listed below shall be covered by the Computer Software Support Agreement:

Software Product Description	Commencement Date	Monthly Fee
Sales Tax Program	Upon Installation	$ 400.00
PaperLink Workstation Licenses (10)	Upon Installation	$ 300.00

Agreed this 13th day of June, 2014

Baldwin County Commission.
Client Name

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Client Signature

Charles F. Gruber, Chairman.
Printed Name

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Accepted: Delta Computer Systems, Inc.