



**COUNTY COMMISSION
BALDWIN COUNTY**

**312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507
(251) 937-0264 Main
(251) 580-2500 Fax**

www.baldwincountyal.gov

Anu Gary
Administration/Records Manager
agary@baldwincountyal.gov
(251) 580-2564

Monica Taylor
Assistant Records Manager
mtaylor@baldwincountyal.gov
(251) 580-1696

August 16, 2018

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

RE: Sales & Use Tax Collection Software Addendum

Dear Sir or Madam:

Please find enclosed **fully executed copies** of the *Computer Software Support Agreement* and *Computer Software Support Agreement Addendum* approved during the August 7, 2018, Baldwin County Commission meeting between the Commission and Delta Computer Systems, Inc. related to the Sales & Use Tax collection software.

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, Administration/Records Manager
Baldwin County Commission

AG/met Item BM1

cc: Kim Creech
Brian Peacock

ENCLOSURE(S)



Delta Computer Systems, Inc.
A Harris Local Government Company

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

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(s) 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 acceptance of the addendum(s) 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 90 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 16th day of August 2018

BALDWIN COUNTY, AL

Client Name

Frank Burt

Client Signature

Frank Burt, Jr.

Printed Name

Frank Burt, Jr.

Accepted: Delta Computer Systems, Inc.
1085 Tommy Munro Drive
Biloxi, MS 39532





Delta Computer Systems, Inc.
A Harris Local Government Company

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

**Computer Software Support Agreement
ADDENDUM**

For: BALDWIN COUNTY, AL-COUNTY COMMISSION

AL05

Below is a current list of maintenance/support/web hosting charges for the upcoming fiscal year 10/ 1/2018 These charges will be billed on 9/15/2018 due for payment 10/ 1/2018.

Delta Contract Number	Description	Date of Last Increase	Current Rate	New Rate	Rate Type
23300	Sales Tax System Support	09/2017	425.00	450.00	
23310	PaperLink Imaging Support for Sales Tax System 10 Stations	09/2017	315.00	330.00	
24480	Citations Module for Manufactured Homes & Business License Systems	09/2017	110.00	120.00	
26590	Sub-District Enhancement Support	01/2018	40.00	40.00	
IVMCBP03 (1)			TOTAL:	890.00	940.00 MONTHLY

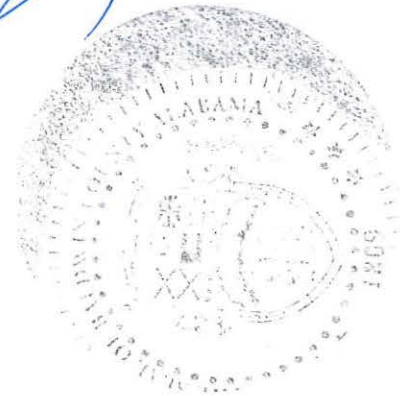
Agreed this 16th day of August, 2018.

BALDWIN COUNTY, AL
County/Office Name

Accepted: *Len Joffe*
Delta Computer Systems, Inc.

Frank Buetz, Jr.
Client Signature

Frank Buetz, Jr.
Printed Name



RECEIVED
AUG 15 2018
BY: *MGT*

TO: BALDWIN COUNTY COMMISSION
ACCTING/FINANCE DEPT.
SALES TAX DEPARTMENT
312 COURTHOUSE SQ., STE. 11
BAY MINETTE AL 36507

BALDWIN COUNTY COMMISSION
ACCTING/FINANCE DEPT.
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