



**COUNTY COMMISSION
BALDWIN COUNTY**

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Anu Gary
Administrative Services Manager
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(251) 580-2564

Monica English
Assistant Administrative Services Manager
mtaylor@baldwincountyal.gov
(251) 580-1696

September 14, 2020

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

RE: Sales & Use Tax Collection Software Agreement Addendum

Dear Sir or Madam:

Please find enclosed a **fully executed copy** of the *Computer Software Support Agreement* approved during the July 7, 2020, Baldwin County Commission meeting, between Delta Computer Systems, Inc. and the Baldwin County Commission, commencing on the first day of the delivery of software or upon acceptance of the *Addendum(s)* by both parties and shall remain in effect for one year. The *Computer Software Support Agreement Addendum* with Delta Computer Systems with the new monthly rate in the amount of \$1,080.00, is effective October 1, 2020.

If you have any questions or need further assistance, please do not hesitate to contact Ron Cink, Budget Director, at (251) 580-1646.

Sincerely,

MONICA ENGLISH
Assistant Administrative Services Manger
Baldwin County Commission

ME/vk Item BE17

cc: Ron Cink
Tracy King

ENCLOSURE(S)



Delta Computer Systems, Inc. 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 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 14th day of July 2000

BALDWIN COUNTY, AL

Client Name

Billie Jo Underwood

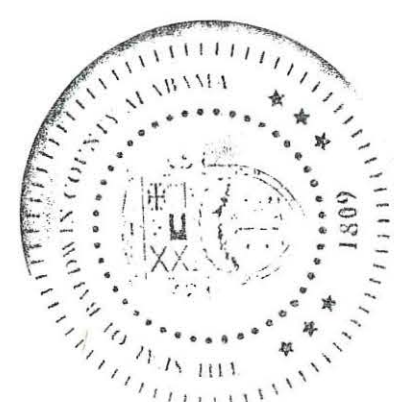
Client Signature

Billie Jo Underwood

Printed Name

[Signature]

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/ 1/2020 These charges will be billed on 9/15/2020 due for payment 10/ 1/2020.

Delta Contract Number	Description	Date of Last Increase	Current Rate	New Rate	Rate Type
23300	Sales Tax System Support	09/2019	475.00	500.00	
23310	PaperLink Imaging Support for Sales Tax System 10 Stations	09/2019	350.00	370.00	
24480	Citations Module for Manufactured Homes	09/2019	130.00	140.00	
26590	Sub-District Enhancement Support	01/2018	40.00	40.00	
28090	PaperLink Scan Station (Added 05/2019)	06/2019	30.00	30.00	
IVMCBP03(1)			TOTAL:	1,025.00	1,080.00 MONTHLY

Agreed this 14th day of July, 2020.

BALDWIN COUNTY, AL
County/Office Name

Accepted: Delta Computer Systems, Inc.

Client Signature

Printed Name

Billie Jo Underwood
Billie Jo Underwood

RECEIVED

JUN 27 2020

Accounting/Amanda C.

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