

**ORDER: ACCEPT CDMS SOFTWARE SUPPORT AGREEMENT WITH DATA  
SYSTEMS MANAGEMENT INC**

Motion was made by David Rikard, duly seconded by Mike Roberts, to accept CDMS Software Support agreement with Data Systems Management Inc.

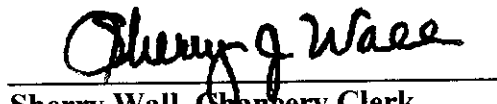
The vote on the motion was as follows:

Supervisor Kevin Frye, voted yes  
Supervisor Jeff Busby, voted yes  
Supervisor David Rikard, voted yes  
Supervisor Chad McLarty, absent  
Supervisor Mike Roberts, voted yes

After the vote, President Busby, declared the motion carried, this the 3<sup>rd</sup> day of September, 2019.



Jeff Busby, President  
Board of Supervisors



Sherry Wall, Chancery Clerk

# Data Systems Management, Inc.

Glen Davis  
President

August 2, 2019

Jill Carwyle  
Lafayette County Justice Court  
713 Jackson Avenue  
Oxford, MS 38655

RE: Software Support Agreement

Dear Jill:

First of all, allow me to thank you for being such a loyal and consistent customer to Data Systems over the years. Your satisfaction is very important to us, and we hope we have been successful in providing you with excellent customer service and products.

DSM continues to modernize and enhance our applications with graphical replacements. New products are: our graphical payroll, time and attendance, JC Scanning, Pronto-DMS cloud scanning and the very latest is our completely new Justice Court product. The criminal portion of the new JC product is currently being installed and the civil component will be available in the coming months and our attention will soon be directed toward developing modernized tax applications. We are also proud to announce that we have a total cloud solution for customers wanting to discontinue on-premise equipment. Please ask us for a short demo of our new products at one of the many conferences we attend or just call and ask for an online demo. Cloud quotes are now available.

Enclosed is the Monthly CDMS Software Support Agreement for Lafayette County. The applicable software for each office is listed on the Schedule A. This Agreement will go into effect on October 1, 2019, and will remain in effect until September 30, 2020. If you would like to place the items listed under support, please complete the Acceptance Section below and the Acknowledgment Section on the Agreement and mail or fax a completed copy of this letter and the Agreement to DSM. Please note that we have added the "total monthly charges", to include additional software/services, for budgeting purposes for your convenience to your Schedule A.

Customers under support will receive priority response and scheduling. Customers not under support will be provided assistance on a fee basis according to the attached Fee Schedule.

If you have any questions, please feel free to call the DSM support team at (662) 329-1222.

Sincerely,



Glen Davis  
President

GD:aw  
enc

## ACCEPTANCE SECTION

I would like to place the listed software (see Schedule A) under monthly support with Data Systems Management, Inc., for the price outlined in the Monthly CDMS Software Support Agreement.

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Purchase Order # (if needed): \_\_\_\_\_

Date: \_\_\_\_\_



P.O. Box 1348, Columbus, MS 38703 \* (662) 329-1222  
1505 Business Park Drive, Clinton, MS 39056 \* (601) 925-6257  
Columbus Fax (662) 329-1468 \* Clinton Fax (601) 925-2223



**CDMS APPLICATION SOFTWARE SUPPORT AGREEMENT  
FOR: Lafayette County**

The following agreement pertains to the installed CDMS Software as identified by Lafayette County on attached Schedule A. This agreement is effective October 1, 2019 – September 30, 2020. The payment is due at the first of each month. The following items and their related charges are covered by this agreement:

1. All programming to DSM installed software, as a result of Normal State Agency Mandated Changes, governed by law and with which the local government has to comply, will be completed at no charge. Installation will be charged at \$125.00 per hour plus, if required to be on-site, travel time and any out of pocket expenses.
2. Prescribed changes, recommended by the State, but not mandated, are not covered by the software support agreement and will be provided on a fee basis determined by DSM, Inc.
3. Software enhancements and/or upgrades that we offer to the existing software will be at no charge. Installation will be charged at \$125.00 per hour plus, if required to be on-site, travel time and any out of pocket expenses.
4. A discount on group training classes will be offered. Contact DSM for pricing.
5. Marketing consultation in the areas of purchasing hardware and non-CDMS software will be provided at no charge. Assistance with hardware problems will be provided on a fee basis as set forth in the attached Data System's Management, Inc. Fee Schedule Addendum "A".
6. On an "as needed" basis, DSM will perform disk maintenance and file storage "clean up" to maximize available space at no charge.
7. CDMS application software program integrity is the responsibility of DSM. Errors which are a result of a DSM application software program malfunction will be corrected in order for the software to operate as it was designed at no charge.
8. Data file integrity is the responsibility of the client. Errors which result in incorrect data will be corrected by the client; if corrected by DSM, the client will be billed per the attached fee schedule.
9. An off-site copy of client's software & client selected data files can be kept in our office (non-vault condition) as an option to you. Clients can provide a monthly backup to DSM if you so choose. Routine backup procedures must be monitored by the client in order to help maintain system integrity.
10. Requested services not covered under this agreement will be billed per the attached fee schedule.
11. Data Systems Management shall have the right from time to time during reasonable business hours to enter upon any premises where any of the Programs may be located, for the purpose of confirming the existence, condition, and the proper maintenance of the Programs. The foregoing rights of entry are subject to any applicable governmental security laws, regulations, and rules.

**CDMS APPLICATION SOFTWARE SUPPORT AGREEMENT  
FOR: Lafayette County**

Continued

12. If client defaults on payment of this support agreement, DSM reserves the right to use the attached fee schedule of prices listed under "without support" to any services provided beyond the default date.
13. The client has the right to cancel at any time with the stipulation that any further services will be billed according to the attached fee schedule of prices listed under "without support".

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**ACKNOWLEDGMENT SECTION**

I choose the following item:

\_\_\_\_\_ Software Support - P.O. # \_\_\_\_\_ or Minute Book / Date / Page \_\_\_\_\_

\_\_\_\_\_ No Software Support - I understand that without a software support agreement our agency will be billed according to the attached fee schedule for software services and that our current support, if any, will be terminated on October 1, 2019 .

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**Schedule A**

**LAFAYETTE COUNTY  
MONTHLY SUPPORT FEE  
October 1, 2019 - September 30, 2020**

<b>JUSTICE COURT</b>	<b>\$338.00</b>
Bonds	
Bookkeeping	
Civil	
Criminal	
E-Citation	
<b>TOTAL MONTHLY SUPPORT</b>	<b>\$338.00</b>

**DATA SYSTEMS MANAGEMENT, INC.**  
**FEE SCHEDULE**  
**October 1, 2019 - September 30, 2020**

**Addendum A**

**Prices with Signed Software Support Agreement**

1.	Custom Programming	\$ 125.00 **
2.	Data Correction	\$ 125.00
3.	Hardware Assistance	\$ 125.00
4.	Training	\$ 125.00
5.	Travel Time	\$ 40.00

**Prices without Signed Software Support Agreement**

1.	Custom Programming	\$ 180.00 **
2.	Data Correction	\$ 180.00
3.	Hardware Assistance	\$ 180.00
4.	Training	\$ 180.00
5.	Travel Time	\$ 75.00
6.	Storage for Monthly Backup	\$ 20.00/month

\* This is in addition to personnel's hourly rate.

\*\* All programming services are a minimum of two hours.

**Note:** All travel will be charged an out of pocket expense fee for mileage of .59 per mile.

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Data Systems Management, Inc.

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Glen Davis  
President

August 2, 2019

Jill Carwyle  
Lafayette County Justice Court  
713 Jackson Avenue  
Oxford, MS 38655

RE: Contract Days

Dear Jill:

Attached is a twelve day contract for discounted services. These days are to be used during the next fiscal year, October 1, 2019 - September 30, 2020. On services rendered as defined in the Contract Day Agreement; we are going to reduce our price on those days by \$200.00 per 8 hour day for a total annual savings of \$2,400. Travel time will be billable at a rate of \$40.00 per hour. Travel and out-of-pocket expenses will be billed on a per diem basis.

Please note that any service that goes beyond 8 hours will be charged at the regular rate for the additional time. We will require a signed software support agreement to be eligible for contract days.

This represents an additional service we are offering, and does not obligate the county to use any of these days. However, in order to receive the discount, this agreement must be signed and returned to DSM prior to September 16, 2019.

If you choose to accept this agreement, please complete the Acceptance Section on the attached contract and return to DSM by mail or fax. When calling to schedule these days, please have a purchase order number available (if necessary).

If you have any questions, please feel free to call the DSM support team at (662) 329-1222.

Sincerely,

Glen Davis  
President

GD:aw

P.O. Box 1348, Columbus, MS 39703 \* (662) 329-1222  
1505 Business Park Drive, Clinton, MS 39056\* (601) 925-6257  
Columbus Fax (662) 329-1468 \* Jackson Fax (601) 825-2223



## 12 Day Contract for Lafayette County

DSM will provide a discount of \$200.00 per day for twelve, on-site technical personnel visits during the fiscal year October 1, 2019 - September 30, 2020. You may schedule one or two 8 hour day visits, depending on scope of effort required, for a total of twelve days that qualify for the discount.

The following are charges that are billed as incurred by the DSM employee:

Motel  
Mileage  
Meals  
Supplies  
Travel Time

Tasks considered appropriate for contract day visits are:

- In-service training of personnel
- Configuration of devices
- Assistance with SAVSYS and backup procedures
- IBM PTF research
- Light custom programming
- Networking of PC's
- Network troubleshooting
- Consulting - relating to computer items
- Query program development
- PC product integration

Tasks considered out of the scope of a contract day visit, which may require a quote are:

- IBM Cumulative PTF applications (those requiring more than 8 hours)
- IBM Version/Release upgrades
- Complex interfaces
- Complex programming projects
- Projects not related to CDMS applications

DSM will require one person from your county to be designated to schedule the days. When calling to schedule a contract day, the appropriate DSM personnel will take the information and then schedule a technician with the appropriate skills and a date for the visit.

DSM reserves the right to deny a visit based upon availability of personnel; however, in that event, DSM will make every effort to schedule the county under a priority basis.

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**ACCEPTANCE SECTION**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Purchase Order number: \_\_\_\_\_