### ORDER: ACCEPT AGREEMENT WITH DELTA COMPUTER SYSTEMS FOR THE TAX COLLECTOR'S OFFICE

Motion was made by Brent Larson, duly seconded by David Rikard, to accept agreement with Delta Computer Systems for the Tax Collector's Office.

The vote on the motion was as follows:

Supervisor Brent Larson, voted yes Supervisor Larry Gillespie, absent Supervisor David Rikard, voted yes Supervisor Chad McLarty, voted yes Supervisor Mike Roberts, voted yes

After the vote, President Roberts, declared the motion carried, this the 21<sup>th</sup> day of August, 2023.

Mike Roberts, President Board of Supervisors Sherry Wall) Chancery Clerk



# 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**

LAFAYETTE COUNTY-MS ASSESSOR/COLLECTOR

M836

Below is a current list of maintenance/support/web hosting charges for the upcoming fiscal year 10/ 1/2023 These charges will be billed on 9/15/2023 due for payment 10/1/2023.

Delta Contract	Date of	On a reason was to	Mars	Rate
Number Description	Last Increase	Current Rate	New Rate	Туре
148 Software Maintenance Tax Office Software	10/2022	525.00		
150 Motor Vehicle Settlement Interface	10/2022	520.00	570,00	
153 Real Property Tax Bills Web-access	10/2022	190,00	210.00	
154 Real Property Appraisal Web-access	10/2022	360.00	400.00	
14600 Tax Collector Accounting System (Cash Book)	10/2022	230.00	250.00	
14970 Web-Payment Export Support - Real Property	10/2022	80.00	90.00	
14980 Web-Payment Export Support - Motor Vehicle Renewa	1 10/2022	80.00	90.00	
23100 Delta Šketch Host Interface	10/2022	75.00	80.00	
23110 Delta Sketch Client Interface (4)	09/2021	75.00	85.00	
26070 Delta Sketch Client Interface (1)	10/2022	30.00	30.00	
IVMCBP03(1)	TOTAL:	2,165.00	2,385.00	MONTHLY
	, 2023. LAFAYETTE COUNTY County/Office Name			
Accepted: Delta Computer Systems, Inc. Client	Signature	· P	rinted Nar	ne

TO: LAFAYETTE COUNTY BOARD OF SUPERVISORS P.O. BOX 1240 OXFORD MS 38655



## Delta Computer Systems, Inc.

A Harris Local Government Company

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

### Computer Software Support Agreement

### <u>Purpose</u>

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 compilance 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

Dalta will analyze new regulations and prepare modifications of the software to ensure the system conforms. The modifications shall be ilmited 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 billied 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 teinet 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.

Cilent 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 80 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 essigns, sub-lessees and transferees. Agreed this day of LAFAYETTE COUNTY Client Name Client Signature Printed Name

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

Biloxi, MS 39532