## ORDER: APPROVE COMPUTER SOFTWARE SUPPORT AGREEMENT WITH DELTA COMPUTER SYSTEMS, INC.

Motion was made by Chad McLarty, duly seconded by Brent Larson, to approve computer software support agreement with Delta Computer Systems, Inc.

The vote on the motion was as follows:

Supervisor Brent Larson, voted yes Supervisor Larry Gillespie, voted yes 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  $6^{th}$  day of September, 2022.

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**

For: LAFAYETTE COUNTY-MS CHANCERY CLERK

MS36

Below is a current list of maintenance/support/web hosting charges for the upcoming fiscal year 10/ 1/2022 These charges will be billed on 9/15/2022 due for payment 10/1/2022.

Delta Contract Number Description	Date of Last Increase	Current Rate	New Rate	Rate Type
665 Land Redemption Software Support 8720 Gui Interface	09/2021 (5) 09/2021	120.00 750.00	130.00 830.00	Annual
IVMCBP03 (1)	TOTAL:	182.50	199.17	MONTHLY
Agreed this day of, 2022.	LAFAYETTE COUNTY County/Office Nam	ne		
Accepted: Delta Computer Systems, Inc.	Client Signature	Pr	rinted Nam	ne

TO: LAFAYETTE COUNTY CHANCERY CLRK SHERRY J. WALL, CHANCERY CLERK 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

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.

### Cilent's Obiliquations

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.

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. Dalta 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 billiable 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 \_\_\_ LAFAYETTE COUNTY Client Name Client Signature

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

Biloxi, MS 39532

**Printed Name** 



# 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: LAFAYETTE COUNTY-MS ASSESSOR/COLLECTOR

MS36

Below is a current list of maintenance/support/web hosting charges for the upcoming fiscal year 10/ 1/2022 These charges will be billed on 9/15/2022 due for payment 10/1/2022.

Delta	Date of			
Contract	Last	Current	New	Rate
Number Description	Increase	Rate	Rate	Type
148 Software Maintenance Tax Office Software	09/2021	475.00	525.00	
150 Motor Vehicle Settlement Interface	09/2021	470.00	520.00	
153 Real Property Tax Bills Web-access	09/2021	170.00	190.00	
154 Real Property Appraisal Web-access	09/2021	330.00		
14600 Tax Collector Accounting System (Cash Book)	09/2021	210.00		
14970 Web-Payment Export Support - Real Property	09/2020	70.00		
14980 Web-Payment Export Support - Motor Vehicle Renewa	1 09/2020	70.00		
23100 Delta Sketch Host Interface		70.00		
23110 Delta Sketch Client Interface (4)	09/2021	75.00	75.00	
26070 Delta Sketch Client Interface (1)	09/2021	25.00		
(2)	05/2021	45.00	30.00	
IVMCBP03(1)	TOTAL:	1,965.00	2,165,00	MARTITUT.V
	TOTAL.	1,303.00	2,105.00	PONTALL
	TTE COUNTY Office Na			
Accepted: Delta Computer Systems, Inc. Client	Signature	F	rinted Nam	ie

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

MS 38655



## 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 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.

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 \_\_\_\_\_ day of \_ LAFAYETTE COUNTY Client Name Client Signature Printed Name

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

Biloxi, MS 39532