

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, Interim City Manager
From: Cynthia Russell, City Clerk
Date: July 12, 2016
Subject: Delta Computer Systems, Inc. Computer Software Support Agreement Addendum

REQUEST:

City Council approval is requested for an addendum to the Delta Computer Systems, Inc. Computer Software Support Agreement. The addendum includes an increase of \$50.00. The monthly charge of \$810.00 for the Accounting Software Maintenance, Voter Registration Software Maintenance, Privilege License System Support, Utility Billing System and Utilities Work Order System for the upcoming fiscal year 2016-2017.

BACKGROUND:

Delta will analyze new regulations and prepare modifications of the software to ensure system conforms. The annual renewal is required to continue services and support.

RECOMMENDATION:

Based on the attached addendum, the City Clerk Department recommends that City Council approve the Computer Software Support Agreement with Delta Computer System, Inc.

ATTACHMENT(S):

Addendum

Dear Valued Delta Customer,

Thank you for choosing Harris as your software provider. We value our relationship with you. Enclosed you will find our software support guidelines and this year's maintenance renewal contracts.

We aim to provide you with an exceptional customer experience, which takes more than troubleshooting and help desk support. We want make certain you get the most out of your investment.

In the past year, we've worked hard to provide you with a variety of items to make our software work better for you. That includes adding screens and processes for easy entering and importing of dependent information for ACA.

Still, we strive to do more. Because customer satisfaction is important to us, we will offer a variety of tools and enhancements in 2016, such as:

- Adding the ability to print ACA Forms 1095-C and to create an electronic reporting file for submission of Affordable Care Act data to the Internal Revenue Service.
- Modifying programs to comply with new EEOC reporting requirement for EEO-4 reporting.
- Modifying programs due to same sex marriage legislation.
- Hosting a User Group this Fall to give you the opportunity to network and learn.

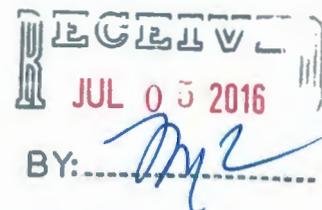
Harris provides these services and invests in our support staff's expertise to ensure a productive partnership with you. Maintenance fees facilitate that partnership.

Should you have any questions regarding your enclosed maintenance renewal contracts, please do not hesitate to contact me. We look forward to serving you, and remain grateful for your business.

Respectfully,



Tim Joffrion
Support Manager
tjoffrion@harrislocalgov.com
228-388-7688





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: CITY OF GAUTIER-CITY CLERK

MSC301

Below is a current list of maintenance/support/web hosting charges for the upcoming fiscal year 10/ 1/2016 These charges will be billed on 9/15/2016 due for payment 10/ 1/2016.

Delta Contract Number	Description	Date of Last Increase	Current Rate	New Rate	Rate Type
169	Accounting Software Maintenance	09/2015	280.00	300.00*	
170	Voter Registration Software Maintenance	01/1991	20.00	20.00	
2495	Privilege License System Support	09/2015	100.00	110.00*	
3236	Utility Billing System	09/2015	300.00	320.00*	
3237	Utilities Work Order System	09/2014	60.00	60.00	
IVMCBP03(1)			TOTAL:	760.00	810.00 MONTHLY

Agreed this _____ day of _____, 2016.

CITY OF GAUTIER
County/Office Name

Accepted: Delta Computer Systems, Inc.

Client Signature _____ Printed Name _____

TO: CITY OF GAUTIER
ACCOUNTS PAYABLE DEPT.
P.O.BOX 670
GAUTIER MS 39553



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 _____ day of _____, _____

CITY OF GAUTIER

Client Name

Client Signature

Printed Name

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