



## COUNTY COMMISSION

BALDWIN COUNTY  
312 Courthouse Square, Suite 12  
BAY MINETTE, ALABAMA 36507  
(251) 937-0264  
Fax (251) 580-2500  
www.baldwincountyal.gov

MEMBERS  
DISTRICT 1. JAMES E. BALL  
2. JOE DAVIS, III  
3. BILLIE JO UNDERWOOD  
4. CHARLES F. GRUBER

August 6, 2019

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

**RE: Building Inspection Department - Computer Software Support Agreement Addendum**

Dear Sir or Madam:

The Baldwin County Commission, during its regularly scheduled meeting held on August 6, 2019, and as related to the Building Permit Computer Software Agreement, took the following actions:

- 1) Approved the **enclosed** *Computer Software Support Agreement* with Delta Computer Systems, Inc., commencing on the first day of the delivery of the software or upon acceptance of the addendum by both parties and shall remain in effect for one year. This *Agreement* shall remain in effect for one year and automatically renew annually; and
- 2) Authorized me, as Chairman, to execute the **enclosed** *Computer Software Support Agreement Addendum* with Delta Computer Systems with the new monthly rate in the amount of \$681.67, effective October 1, 2019.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 972-6833 or Brian Peacock, Communications and Information Systems Director, at (251) 580-2598.

Sincerely,

CHARLES F. GRUBER, Chairman  
Baldwin County Commission

CFG/met Item BE1

cc: Brian Peacock  
Mike Howell  
Kim Nelson  
David Wessler

ENCLOSURE(S)



# 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 26 day of June, 2019

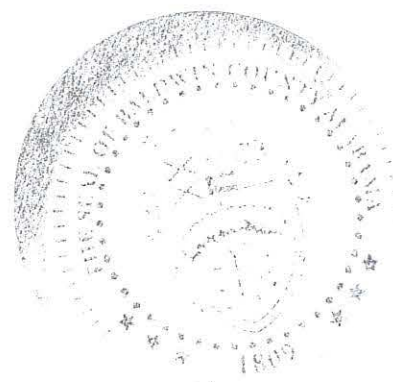
BALDWIN COUNTY, AL

Client Name

Client Signature Charles F. Gruber, Chairman

Printed Name Mike Howell - Bldg Official

Accepted: [Signature]  
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-BUILDING PERMITS

AL05

Below is a current list of maintenance/support/web hosting charges for the upcoming fiscal year 10/ 1/2019 These charges will be billed on 9/15/2019 due for payment 10/ 1/2019.

Delta Contract Number	Description	Date of Last Increase	Current Rate	New Rate	Rate Type
16910	Building Permit Website Hosting	09/2018	2,790.00	2,940.00	Annual
16920	Building Permit Software Maintenance	09/2018	4,970.00	5,240.00	Annual
IVMCBP03(1)		TOTAL:	646.67	681.67	MONTHLY

Agreed this 16 day of June, 2019.

BALDWIN COUNTY, AL.  
 County/Office Name

*[Signature]*  
 Accepted: Delta Computer Systems, Inc.

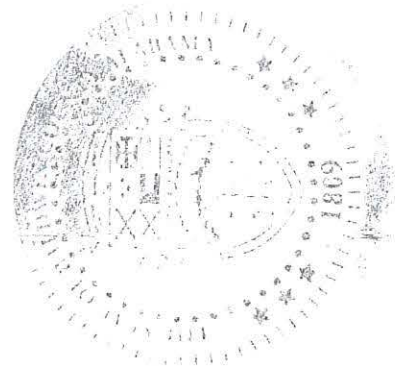
*[Signature]*  
 Client Signature

Mike Howell  
 Printed Name

*[Signature]*

Bldg Official  
Charles F. Gruber  
 Chairman

58710-5235



TO: BALDWIN COUNTY BUILDING DEPT  
 ATTN: BRIAN PEACOCK  
 312 COURTHOUSE SQUARE SUITE 13  
 BAY MINETTE AL 36507