



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

September 22, 2020

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

RE: Delta Computer Systems, Inc. - Software Support Agreement and Addendum

Dear Sir or Madam:

The Baldwin County Commission, during its regularly scheduled meeting held on September 22, 2020, and as related to the Building Inspection Department software, 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(s) 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 sign the **enclosed** *Computer Software Support Agreement Addendum* with Delta Computer Systems, Inc. with the new monthly rate in the amount of \$719.16, effective October 1, 2020.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 972-8515 or Eddie Harper, Building Official, at (251) 972-6837.

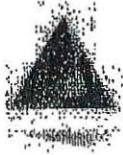
Sincerely,

BILLIE JO UNDERWOOD, Chairman
Baldwin County Commission

BJU/me Item HA3

cc: Eddie Harper
Mindy Smith
Ron Cink

ENCLOSURE(S)



Delta Computer Systems, Inc. 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 60 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, 2020

BALDWIN COUNTY, AL

Client Name

Eddie Harper

Client Signature

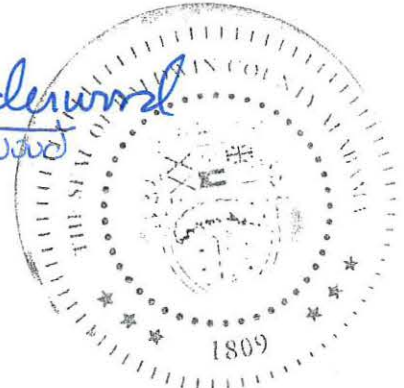
Eddie Harper

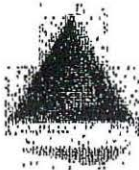
Printed Name

Tom Joffe

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

Billie Jo Underwood
Billie Jo Underwood
Chairman





Delta Computer Systems, Inc.
A Harris Local Government Company

1085 Tommy Munro Drive
Biloxi, MS 39532
Phone : (228) 388-7888
Fax: (228) 388-7889

**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/ 1/2020 These charges will be billed on 9/15/2020 due for payment 10/ 1/2020.

Delta Contract Number	Description	Date of Last Increase	Current Rate	New Rate	Rate Type
16910	Building Permit Website Hosting	09/2019	2,940.00	3,100.00	Annual
16920	Building Permit Software Maintenance	09/2019	5,240.00	5,530.00	Annual
IVMCEP03(I)		TOTAL:	681.67	719.16	MONTHLY

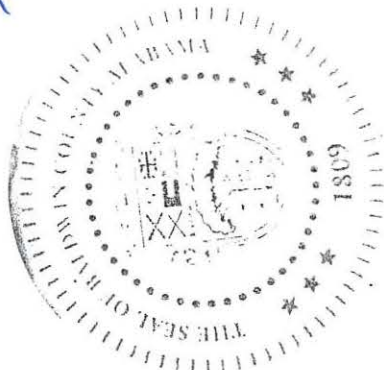
Agreed this 10th day of July, 2020.

Accepted: [Signature]
Delta Computer Systems, Inc.

BALDWIN COUNTY, AL
County/Office Name

[Signature] Eddie Harper
Client Signature Printed Name

[Signature]
Billie Jo Underwood
Chairman



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