



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. MATTHEW P. MCKENZIE
3. BILLIE JO UNDERWOOD
4. CHARLES F. GRUBER

August 1, 2023

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

**RE: Probate Office - Computer Software Support Agreement and Addendum
with Delta Computer Systems, Inc.**

Dear Sir or Madam:

The Baldwin County Commission, during its regularly scheduled meeting held on August 1, 2023, approved and authorized me, as Chairman, to execute the *Computer Software Support Agreement* and *Addendum* between Baldwin County Commission and Delta Computer Systems, Inc., for computer software, with a new monthly rate in the amount of \$8,633.70, effective October 1, 2023.

These *Agreements* shall remain in effect for one (1) year and automatically renew annually for up to three (3) years.

Enclosed are the **executed original Agreements**. Please return a **fully executed copy** of the *Agreements* to this office attention of Commission Administration Staff for our files.

If you have any questions or need further assistance, please do not hesitate to contact me or Harry D'Olive, Probate Judge, at (251) 937-0264.

Sincerely,

CHARLES F. GRUBER Chairman
Baldwin County Commission

CG/clc Item CJ3

cc: Harry D'Olive
Brian Peacock
Susan Marino

ENCLOSURE(S)



Delta Computer Systems, Inc
Computer Software Support Agreement
ADDENDUM

Customer: BALDWIN COUNTY PROBATE OFFICE

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 for payment 10/1/2023.

Product	Rate Type	Current Rate	New Rate
Inquiry To Deed Instrument Images Via Internet	Monthly	\$ 4,400.00	\$ 4,664.00
(12) Scan Stations-Instruments/Courts	Monthly	\$ 1,300.00	\$ 1,378.00
Web Site Hosting Inquiry To Deed Instrument Index	Monthly	\$ 945.00	\$ 1,001.70
Instrument Indexing	Monthly	\$ 580.00	\$ 614.80
Barcoded Batch Scanning Land Records	Monthly	\$ 440.00	\$ 466.40
Web Site Hosting Inquiry To Marriage License Index	Monthly	\$ 190.00	\$ 201.40
Web Site Hosting Inquiry To Ucc Index Records	Monthly	\$ 190.00	\$ 201.40
Intranet Inquiry System	Monthly	\$ 100.00	\$ 106.00
Monthly Web Hosting Fees - Probate Judge	Monthly	\$ -	\$ -

Agreed to this 6th day of July, 2023.

County/Office Name: BALDWIN COUNTY PROBATE OFFICE

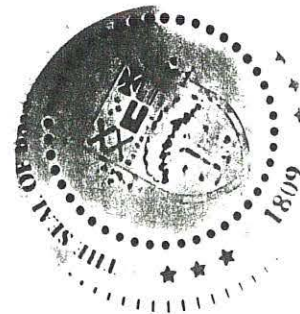
Harry D. Olive, Jr.
Client Signature

Harry D. Olive, Jr.
Printed Name

Charles F. Gruber
Client Signature

Charles F. Gruber, Chairman
Printed Name

[Signature]
Accepted: Delta Computer Systems, Inc.





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 1st day of August, 2023

BALDWIN COUNTY, AL

Client Name

Client Signature

Charles F. Gruber
Printed Name

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

