



## COUNTY COMMISSION

BALDWIN COUNTY  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507  
(251) 580-2564  
(251) 580-2500 Fax  
agary@baldwincountyal.gov  
www.baldwincountyal.gov

ANU GARY  
Records Manager

MONICA E. TAYLOR  
Assistant Records Manager

October 16, 2013

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

**RE: Building Permit Computer Software Support Agreement with Delta  
Computer Systems, Inc.**

Dear Sir or Madam:

Enclosed is a **fully executed copy** of the *Computer Software Support Agreement and Addendum*, approved during the October 1, 2013, Baldwin County Commission meeting, with Delta Computer Systems, Inc. in the amount of \$3,420.00 annually for Building Permit Software Maintenance and \$2,160.00 annually for Building Permit Website Hosting. The term of this *Agreement* shall be for twelve (12) months and shall automatically renew annually unless terminated by either party with a sixty (60) day written notice.

If you have any questions or need further assistance, please do not hesitate to contact David Pimperl, Communications and Information Systems Director, at (251) 937-0351.

Sincerely,

ANU GARY, Records Manager  
Baldwin County Commission

TD/cfc Item BC1

cc: David Pimperl  
Mike Howell

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 1<sup>st</sup> day of October, 2013

BALDWIN COUNTY, AL  
Client Name

[Signature]  
Client Signature

Tucker Dorsey  
Printed Name

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





# Delta Computer Systems, Inc. Computer Software Support Agreement ADDENDUM

For: BALDWIN COUNTY, AL-BUILDING PERMITS

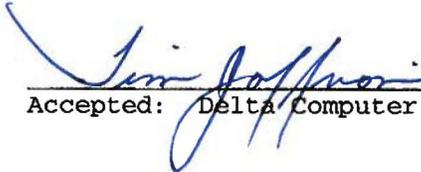
AL05

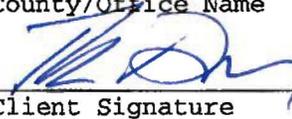
Below is a current list of maintenance/support/web hosting charges for the upcoming fiscal year 10/1/2013. These charges will be billed on 9/15/2013 due for payment 10/1/2013.

Delta Contract Number	Description	Date of Last Increase	Current Rate	New Rate	Rate Type
16910	Building Permit Website Hosting	09/2013		2,160.00	*Annual
16920	Building Permit Software Maintenance	09/2013		3,420.00	*Annual
IVMCBP03(3)			TOTAL:	465.00	MONTHLY

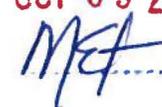
Agreed this 1<sup>st</sup> day of October, 2013.

BALDWIN COUNTY, AL  
County/Office Name

  
Accepted: Delta Computer Systems, Inc.

 Tucker Dorsey  
Client Signature Printed Name



**RECEIVED**  
OCT 09 2013  


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