SERVICE AGREEMENT BETWEEN BALDWIN COUNTY AND THE CITY OF BAY MINETTE

KNOW ALL PERSONS BY THESE PRESENTS, THAT THIS AGREEMENT ("Agreement") is entered into between the CITY OF BAY MINETTE ("CITY") and BALDWIN COUNTY ("COUNTY"), (herein collectively referred to as the "Parties".)

WITNESSETH:

WHEREAS, the CITY is a municipal corporation organized under the laws of the State of Alabama; and

WHEREAS, the objective of the CITY is to, serve the citizens and taxpayers of the City of Bay Minette in an efficient and responsible manner; and

WHEREAS, the COUNTY considers the goals and objectives of the CITY to be supportive and complimentary of those of the COUNTY; and

WHEREAS, the Baldwin County Communications and Information System Department ("CIS"), a department of the COUNTY, has the knowledge, ability and availability to offer services relative to communication information systems and fiber optic networks, as more specifically detailed herein, to the CITY; and

WHEREAS, the CITY desires to have CIS provide such services as are more specifically detailed herein; and

WHEREAS, providing such services by COUNTY to CITY will provide, among other things, the enhancement of data sharing and collaborative efforts among the Parties; and

WHEREAS, the COUNTY has determined that providing such services to the CITY serves a public purpose and enhances the public good and wellbeing for all citizens of Baldwin County.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, the Parties do hereby agree as follows:

- 1. <u>Recitals.</u> The above recitals and statements are incorporated as part of this Agreement as if fully set forth herein.
- 2. <u>Grant of Authority</u>. Subject to the terms and conditions set forth herein, the CITY hereby grants to the COUNTY, its affiliates, employees, agents, representatives, contractors, subcontractors, licensees and invitees (hereinafter "County Representatives") a revocable, non-exclusive, limited and temporary authority to access the CITY's computer system, individual computers, etc., and to enter upon the CITY's real property ("Property") needed to access in order to fulfill the terms and conditions of this Agreement.

3. Services and Compensation.

- a. <u>Initial Services</u>. The CITY agrees to pay the COUNTY for the initial one-time and monthly recurring services as defined in the attached Exhibit A which are based on the fees/rates of the current COUNTY "Rate Schedule for Computer Networking, Telecommunications, and Related Services" which is attached as Exhibit B. These rates are subject to change from time to time as approved by the County Commission. Payment will be due as work is performed or as services are provided and will be invoiced by the COUNTY on a monthly basis.
- b. Additional Services. The CITY may, at its option, elect to subscribe to additional services contained in the attached schedule of services entitled "Rate Schedule for Computer Networking, Telecommunications, and Related Services" (see "Exhibit B"), which details the fees and/or charges for these Services. If the CITY and COUNTY wish to enter into an agreement for additional Services and otherwise based upon the same terms and conditions as outlined herein, the CITY shall identify to COUNTY, in writing, an agent authorized to request services and/or equipment to be installed and/or serviced and to make decisions as they relate to the user settings and security. The CITY authorized agent shall then make proper submission of the attached "Order Form" (see "Exhibit C"). If the COUNTY agrees to provide such services, proper acceptance by the COUNTY shall be evidenced by a signature of the COUNTY's authorized agent on the same "Order Form."
- 4. Effective Date, Duration and Term. This Agreement shall be effective upon the date of full and complete execution. The term of the Agreement shall be from the date of full execution, extending twelve (12) months thereafter, and automatically renewing annually, unless terminated by either party with a ninety (90) day written notice. Upon termination or expiration of the term of this Agreement, all rights to enter upon the Property under this Agreement shall cease, excepting only the limited need to enter upon the Property for removal and completion as referenced herein in paragraph nine (9).
- 5. <u>Disclaimer of Warranties.</u> COUNTY in no way warrants or guarantees the services and/or equipment installed and/or serviced under this Agreement. Reasons that may affect, interrupt, cause failure or otherwise limit the use of such services and/or equipment include, but are not limited to, the following: a power outage, a fiber optic line cable being cut, equipment not configured properly, and/or any event above and beyond our reasonable control, including without limitation, any government actions, fire, work stoppages, civil disturbances, interruptions of power or communications to COUNTY or any facilities used by or for COUNTY, failure of internet, hosting, telecommunications, or other services to COUNTY or facilities used by or for COUNTY, natural disasters, acts of God, or acts of terrorism or war, or the lines not being compatible with the software and/or equipment used by the CITY.

COUNTY makes no warranties, express or implied, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title or non- infringement or any warranty arising by usage of trade, course or dealing or course of performance or any warranty that the services and/or equipment will meet the requirements of the CITY. Without limiting the foregoing, the COUNTY does not warrant that the services and/or equipment will be without failure, delay, interruption, error, degradation of voice quality or loss of content, data or information. Neither the COUNTY not its officers, director, employees, affiliates or agents will be liable for unauthorized access to the COUNTY's or CITY's transmission facilities or premises equipment or for unauthorized access to, alteration, theft or destruction of, customer's data files, programs, procedures or information through accident, fraudulent means, or equipments or any

other method, regardless of whether such damage occurs as a result of the COUNTY's or its agent's or vendor's negligence. Statements and descriptions concerning the services and/or equipment are informational and are not given as a warranty of any kind.

COUNTY does not warrant or guarantee that the information sent, relayed, carried or delivered through any third parties' networks/services will reach its destination or its correct address or recipient, or that the details of the recipient or sender are correct or accurate. COUNTY shall not be liable for, and shall be excused from, any failure to deliver or perform, or for any delay in delivery or performance of services due to causes beyond our reasonable control.

- 6. Right to Interrupt. COUNTY specifically reserves the right to interrupt CITY's use of the services and/or equipment installed and/or serviced under this Agreement for any reason that COUNTY may deem necessary for proper function, maintenance, and safety of governmental functions. Notwithstanding this reservation of right and absent an emergency, the COUNTY will make every attempt to provide the CITY at least 24 hours notice of any such interruption, but will work with CITY, in instances when that is not feasible, to coordinate a time that will minimize the impact to CITY Operations.
- 7. <u>Indemnity and Hold Harmless.</u> The CITY shall indemnify, defend and hold COUNTY, its officers, directors, agents, employees and County Representatives harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by or imposed upon COUNTY or any County Representative, as a result of any entry upon or activity conducted by, or any act or omission, by COUNTY or any County Representative, employee agent, or subcontractor arising out of providing the subject services, including but not limited to the construction, maintenance, upgrade, repair or removal of any information equipment from the Property and/or facilities repair or removal of any information equipment from the Property and/or facilities except for those claims, costs, losses, expenses, demands, actions, or causes of action which arise solely from the negligence, willful misconduct, or other fault of the COUNTY. COUNTY does not and shall not waive any rights against CITY which it may have by reasons of this indemnification. This indemnification by CITY shall apply to all damages, penalties, and claims of any kind, regardless of whether any insurance policy shall have been determined to be applicable to any such damages or claims for damages.

CITY shall at all times comply with all applicable Federal, State, County, local and municipal laws and regulations and agrees to use the services and/or the equipment installed and/or serviced under this Agreement only for lawful purposes. CITY agrees to indemnify, defend, and hold harmless COUNTY, its officers, directors and County Representatives, against all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorney's fees and other costs and expenses of litigation, which may be asserted against COUNTY for failure by CITY to comply with such laws and regulations.

8. <u>Further Liability.</u> In no event or way will the COUNTY, its officers, directors, or County Representatives be liable for any direct, incidental, indirect, special, punitive, exemplary or consequential damages, or for any other damages, including but not limited to personal injury, wrongful death, property damage, loss of data, loss of revenue or profits, or damages arising out of or in connection with the use or inability to use the services and/or the equipment installed and/or serviced under this Agreement. The limitations set forth herein apply to claims founded in all areas, including but not limited to breach of contract, breach of warranty, and product liability,

and apply whether or not the COUNTY was informed of the likelihood of any particular type of damages.

- 9. Removal and Completion Upon Termination. Upon the expiration or termination of this Agreement, city shall peaceably allow COUNTY immediate access to the Property in order to; (a) remove all materials, equipment, debris, waste, and improvements placed thereon by COUNTY or County Representatives (or resulting from work under this Agreement); and (b) repair any damage to the Property and restore the Property to its condition on the date of this Agreement, normal wear and tear excepted.
- 10. <u>Termination for Breach</u>. This Agreement may be terminated by either Party upon written notice should the other Party fail to fulfill any obligation of this Agreement and such failure is not cured within five (5) days after giving notice the Party in breach.
- 11. <u>Insurance.</u> Prior to the services and/or equipment being installed and/or serviced under this Agreement, each party shall show proof of the following:

Each party shall carry, with insurers satisfactory to the other, throughout the term hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the installation and/or servicing of the services and/or equipment under this Agreement. All liability insurance shall name the other party as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance, evidencing such coverage satisfactory to the other party, shall be furnished to the other party, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to the other party in the event of cancellation, termination or any change in such insurance policies. Should either party fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, the other party may, at its option, suspend this Agreement until insurance is obtained or terminate this Agreement immediately without further action.

- 12. <u>No Assignment.</u> The Parties shall not have the right to assign this Agreement or any rights or obligations hereunder without written permission and consent by the other Party. Any attempted assignment shall be void. No assignment shall relieve the other Party of its liabilities and obligations herein.
- 13. <u>Legal Compliance.</u> CITY shall at all times comply with all applicable Federal, State, County, local and municipal laws and regulations. CITY agrees to use the services and/or equipment installed and/or serviced under this Agreement only for lawful purposes. CITY will be responsible for any and all liability that may arise out of content transmitted by CITY to any person, whether authorized or unauthorized, using the services and/or equipment. COUNTY reserves all rights at law and equity to proceed against anyone who uses the services and/or equipment illegally or improperly.

CITY hereby consents to the COUNTY forwarding any unlawful or improper communications and information to appropriate governmental authorities and acknowledge that CITY has been

informed that the COUNTY may also forward communications and information to third parties in connection with lawful requests by governmental officials or by subpoena or court order.

- 14. <u>Baldwin County Policy Statements.</u> It is not the intention of either party to conflict with any Policies as adopted by the County, specifically Policy 5.1, Policy 5.2, Policy 5.3 and Policy 8.10, copies of which are attached hereto as "Exhibit D". Both parties agree to adhere to these policies as they affect the uses under this Agreement, with the exclusion of Section 3 of Policy 5.1. However, it is the intent of the COUNTY that CITY maintains full authority, ownership, and control over all CITY data including without limitation, documents, emails, calendars, other Exchange Server data, and data within SQL databases. Furthermore, the COUNTY will honor, subject to the limitations required by law, CITY confidentiality.
- 15. <u>Agency.</u> It is neither the express nor the implied intent of the Parties to create an agency relationship pursuant to this Agreement; therefore, any actions of the parties shall not be considered or implied to create such agency.
- 16. **No Waiver.** The failure of either Party to insist upon a strict performance of any of the conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.
- 17. <u>Termination.</u> It is understood and agreed that this Agreement may be terminated by either party, with or without cause. In the event of termination with cause, such termination shall be accomplished by giving written notice and once notice of termination is given, the permission herein granted shall immediately and automatically terminate (except as noted in paragraph nine (9)). In the event of termination without cause, such termination shall be accomplished by giving written notice ninety (90) days before the date that termination shall take effect.
- 18. <u>Notice</u>. Every notice or response required by this Agreement to be served upon either party shall be in writing and shall be deemed to have been duly given to the required party three (3) business days after having been posted in a properly sealed and correctly addressed envelope when hand delivered or sent by certified or registered mail, postage prepaid as follows:

The notices or responses to BALDWIN COUNTY shall be addressed as follows:

Baldwin County 312 Courthouse Square, Suite 12 Bay Minette, AL 36507

The notices or responses to The CITY OF BAY MINETTE shall be addressed as follows:

City of Bay Minette Attn: Mayor Bob Wills 301 D'Olive St Bay Minette, Al 36507

COUNTY and CITY may designate such other address or addresses from time to time by giving written notice to the other party as set forth in this Section.

- 19. <u>Attachments.</u> The following exhibits and/or attachments listed below are specifically included as a necessary part of this Agreement, and the same shall not be complete without such items, to wit:
 - A. Exhibit A Initial Services and Project Description
 - B. Exhibit B County Rate Schedule
 - C. Exhibit C Sample Order Form
 - D. Exhibit D County Policies

In any event of a conflict between this document and the attachments referenced above, this document shall govern.

20. Entire Agreement. This Agreement and the documents attached hereto constitute the full and complete agreement between the Parties hereto with respect to the subject matter hereof and said Parties shall not be bound by any statement, special condition or agreements not herein expressed. No alteration or amendment to this Agreement by the parties hereto shall be effective unless in writing, signed by the parties, and by reference incorporated into this Agreement. Notwithstanding the foregoing, as technology and methods change at a rapid pace, it is imperative that modifications to the equipment be allowed, provided that the designated technical representatives of both Parties agree with such modification to take advantage of technological advancements or to overcome technical issues that may arise. Therefore, this Agreement will not need to be modified to implement such modifications, as long as the overall intent and scope of the project are followed and as long as the changes do not substantially burden the resources of either Party. This Agreement, and the performance thereof, shall be governed by and construed according to the Laws of the State of Alabama

21. Miscellaneous.

- (a) This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both COUNTY and CITY have contributed substantially and materially to the preparation of this Agreement.
- (b) This Agreement shall apply to and bind the successors and permitted assigns of the respective parties.
- (c) The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.
- (d) This Agreement may be executed in any number or counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement may be delivered by facsimile transmission.
- (e) If any part, section, or subdivision of this Agreement shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Agreement, which shall continue in full force and effect notwithstanding such holding.
- (f) CITY's obligations under this Agreement shall survive expiration or termination of this Agreement.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed in duplicate originals by their duly authorized representatives on the respective dates entered below.

	COUNTY: BALDWIN COUNTY, ALABAMA
	By: Chairman/Date
ATTEST:	
County Administrator/Date	

CITY OF BAY MINETTE:

Robert A. Wills, Mayor

Date: 10/16/2023

ATTEST:

_ City Admin

Date:

State of Alabama

County of Baldwin

I,, a Notary Public in and for the said county in said state, hereby certify that,, whose name as Chairman, and, whose name as County Administrator of the BALDWIN
hereby certify that,, whose name as Chairman, and
, whose name as County Administrator of the BALDWIN
COUNTY COMMISSION, as the governing body of BALDWIN COUNTY, a political subdivision of the
State of Alabama, are signed to the forging instrument and who are known to me, acknowledged before
me on this day that, being informed of the contents of such instrument, they, as officers and with full
authority, executed the same voluntarily for and as the act of said commission on the day the same bears date.
Given under my hand and official seal this day of, 2023.
Notary Public
My Commission Expires:
STATE OF ALABAMA
COUNTY OF BALDWIN
I, hito Diedtrich, a Notary Public in and for said county in said state, hereby
certify that hober A. Wills , whose name as Mayor , of The CITY
OF BAY MINETTE, a Municipal Corporation, is signed to the foregoing instrument and who is known to
me, acknowledged before me on this day that, being informed of the contents of such instrument, he/she,
as such officer and with full authority, executed the same voluntarily for and as the act of said entity on
the day the same bears date.
Given under my hand and official seal this U day of October 2023.
of the share my make and official sour simp 1. day of 1. 1. day 2023.
Rie Diettich
Notary Public
Notary Public My Commission Expires: 09/13/2027



EXHIBIT A Initial Services and Project Description

Baldwin County Commission (County) and The City of Bay Minette

- CITY and the COUNTY agree to work together and share resources for other projects related
 to fiber construction and communications from time to time where it is mutually beneficial
 to both organizations and if those resources are available at the time.
- The COUNTY will continue to provide existing standard services defined within the CIS RATE SCHEDULE (EXHIBIT B) at the rates as adopted by the COUNTY which are subject to change from time to time. The current services being provided to CITY and current charges being assessed are defined in the following chart; however services can be added, modified, or terminated by CITY to meet their business needs per the terms as defined within this Agreement.

EXHIBIT B

BALDWIN COUNTY COMMISSION

Communications & Information Systems Department

Rate Schedule for Computer Networking, Telecommunications, and Related Services

(Effective Date December 6, 2011)

RECURRING CHARGES (These services are billed on a monthly basis):

Computer Networking Services

Personal Computers w/full services \$ 48.00 per personal computer
Personal Computers w/limited services \$ 22.00 per personal computer
Printers (on network print server) \$ 42.00 per printer
E-mail Fee \$ 6.00 per E-mail account

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Telecommunications Services

Basic Dial-tone/Extension\$ 29.00 per telephone numberAdd: Direct-dial (DID) Number\$ 13.00 per DID numberAdd: Voicemail\$ 6.00 per voicemail account

Other Network Services

Devices on network w/Internet access only

Network Security Camera

Enterprise Blackberry Account

Managed Access Control/Door Lock

Video Conferencing Device

Standard Virtual Application Server Service (specifications currently defined by CIS)

\$ 10.00 per device

\$ 52.00 per camera

\$ 6.00 per Blackberry

\$ 42.00 per door lock

\$ 48.00 per device

\$ 48.00 per virtual server

Microsoft SQL Database Hosting Service (up to 10gb) \$50.00 per database
Additional Disk Storage (allocated in 50gb blocks) \$50.00 per 50gb block

NON-RECURRING CHARGES (These charges are assessed and billed as they occur):

Standard Device Installation Rates. A one-time charge for the installation of individual devices will be billed according to the following schedule:

•	Personal Computer	\$ 150.00
•	Printer	\$ 50.00
•	Telephone	\$ 50.00
•	Security Camera	\$ 100.00

- Installation charges for devices not listed above will be based on actual time and materials. A one-hour minimum charge will apply.
- Moves and changes of devices will be billed based on actual time and materials. A one-hour minimum charge will apply.
- To take advantage of economies of scale, charges for the installation of multiple devices within a single Agency, Office, or Department will be considered one project and will be billed according to actual time and materials. A one-hour minimum charge will apply.

Standard Hourly Rates

Minimum charges and/or multiple installations will be billed based upon the following Standard Hourly Rate Schedule for each billable hour:

•	Technician & Operations Hourly Rate	\$ 50.00
٠	Programming & Analysis Hourly Rate	\$ 65.00

Miscellaneous

- Long distance charges will be billed at the prevailing County rate.
- Other costs specific to a Agency, Office, or Department will be passed through to the respective end user, and may be subject to an additional administrative fee. An example would be Off Premises Extension (OPX) line charges.

EXHIBIT B

Attachment 1

Rate Schedule for Computer Networking, Telecommunications, and Related Services ADDITIONAL INFORMATION

Recurring Charges

In this application, recurring charges are defined as those charges for services rendered by the Communications & Information Services (CIS) Department (see Rate Schedule for Computer Networking, Telecommunications, and Related Services for a description of services) to external and/or internal customers on an on-going basis. Recurring charges will be billed each month, and shall continue until such time an agreement between CIS and the customer is reached to terminate service.

Non-recurring Charges

Non-recurring charges are defined as one-time charges that are usually applicable to installing, moving, or changing computer, network, or telephone-related devices.

Computer Networking Services

Full Computer Networking Services include connection on network; Internet access; full shared-folder services; access to County Intranet and Extranet; and use of SharePoint services for the subscribing Department/Agency. County furnishes required Microsoft client licenses for network access, server access, anti-virus, and software patches. The CIS Department will provide labor for basic computer hardware and basic desktop software troubleshooting.

Limited Computer Networking Services include connection on network, Internet access, basic shared-folder services, and access to County Extranet. The subscribing Department/Agency is responsible for all software licenses.

Telecommunications Services

Direct-dial numbers and voice mail are features that are added to the basic extension dial-tone service. Depending on the level of service desired, the following monthly recurring rate calculation(s) will apply:

Assumption I:	Basic dial-tone	\$29.00
Assumption II:	Direct-dial	
Basic dial-tone Add: Direct-dial	(DID)	\$ 29.00 <u>13.00</u>
Total		\$ 42.00
Assumption III:	Direct-dial with Voice Mail	
Basic dial-tone Add: Direct-dial Add: Voice Mail	(DID)	\$ 29.00 13.00 <u>6.00</u>
Total		\$ 48.00

Long Distance Charges

Long distance charges will be billed at the prevailing County rate.

Other Charges

Other costs and/or charges specific to an Agency, Office, or Department will be passed through to the respective end user, and may be subject to an additional administrative fee. An example would be Off Premises Extension (OPX) line charges.

EXHIBIT C

BALDWIN COUNTY

Communications & Information Systems Order Form

BALDWIN COUNTY COMMISSION Communications & Information Systems Department

Customer	Information:			Scope of Work:	~~~
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Telecommunications Services		\$0.00	Labor		\$0.00
Other Network Services		\$0.00	Miscellaneous Services		\$0.00
RECURRING CHARGES		\$0.00	NON-RECURRING CHARGES		\$0.00
TOTAL					\$0.00
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EXHIBIT C

WORK SHEET FOR CIS SERVICES PRICE QUOTE (see CIS Rate Schedule)

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\$6.00	\$0.00	600 Series HRO		0	\$50,00	\$0.00
\$42.00	\$0.00	RP 624 S/L Digital Telephone		0	\$125.00	\$0.00
\$48.00	\$0.00	OPX Service		0	\$200.00	\$0.00
\$90.00	\$0.00	Annual MS E3 License (full serv	ice)	0	\$286.00	\$0.00
\$50.00	\$0.00	Annual MS E1 License (limited	service)	0	\$122.00	\$0.00
\$50.00	\$0.00	Other		0	\$0.00	\$0.00
	\$0.00	Total Miscellaneous				\$0.00
	\$0.00	TOTAL NON-RECURRING				\$0.00
	\$90.00 \$50.00	\$90.00 \$0.00 \$50.00 \$0.00 \$50.00 \$0.00	\$90.00 \$0.00 Annual MS E3 License (full serv \$50.00 \$0.00 Annual MS E1 License (limited \$50.00 Other \$0.00 Total Miscellaneous	\$90.00 \$0.00 Annual MS E3 License (full service) \$50.00 \$0.00 Annual MS E1 License (limited service) \$50.00 \$0.00 Other \$0.00 Total Miscellaneous TOTAL NON-RECURRING	\$90.00 \$0.00 Annual MS E3 License (full service) 0 \$50.00 \$0.00 Annual MS E1 License (limited service) 0 \$50.00 \$0.00 Other 0 \$0.00 Total Miscellaneous **Total Non-RECURRING**	\$90.00 \$0.00 Annual MS E3 License (full service) 0 \$286.00 \$50.00 \$0.00 Annual MS E1 License (limited service) 0 \$122.00 \$50.00 Other 0 \$0.00 Total Miscellaneous

EXHIBIT D

County Policies

All policies concerning Electronic Use and Cyber rules and regulations can be found at https://baldwincountyal.gov/departments/cis. These are the adopted policies as of the time this document was prepared, however, these policies are subject to change from time to time by approval of the Baldwin County Commission. The links to these policies are included as Exhibit D for reference purposes, but the current adopted policies of the Baldwin County Commission will prevail.