



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

November 21, 2014

Mr. Lee Lawson
Baldwin County Economic Development Alliance, Inc.
Post Office Box 1340
Robertsdale, Alabama 36567

**RE: Assistance to Baldwin County Economic Development Alliance, Inc. –
Application of Amendment No. 750 to the Constitution of Alabama 1901 –
Lease Agreement – Use of County Property**

Dear Mr. Lawson:

Please find enclosed a **fully executed copy** of the *Real Lease Agreement* approved during the October 21, 2014, Baldwin County Commission meeting between the Baldwin County Economic Development Alliance, Inc. and the Commission in order to provide the Baldwin County Economic Development Alliance, Inc. office space (with no rent assessed during the term of the Lease Agreement) and computer, telephone and communication services (as paid to the county for said provision of services during the term of the *Agreement*) at the Baldwin County Central Annex Building (22251 Palmer Street) in Robertsdale, Alabama. (The *Agreement* commenced on November 15, 2014, and shall expire at midnight on November 14, 2017, unless sooner terminated by either party, with or without cause, by giving the other party at least thirty (30) days advance written notice of termination.)

If you have any questions or need further assistance, please do not hesitate to contact Ron Cink, Interim County Administrator, at (251) 580-2550.

Sincerely,

ANU GARY, Records Manager
Baldwin County Commission

AG/met Item BA2

cc: Ron Cink
Kim Creech

ENCLOSURE

STATE OF ALABAMA)

BALDWIN COUNTY)

REAL ESTATE LEASE

1. Parties

This REAL ESTATE LEASE AGREEMENT is made by and between the Lessor, whose name is BALDWIN COUNTY, ALABAMA, by and through the BALDWIN COUNTY COMMISSION (hereinafter referred to as "COUNTY"), and Lessee, whose name is BALDWIN COUNTY ECONOMIC DEVELOPMENT ALLIANCE, INC., (hereinafter also referred to as "TENANT").

The TENANT is a nonprofit corporation the purpose of which is to promote the economic development of Baldwin County, Alabama, and is established with the specific purpose of implementing a program of economic development to promote and improve the quality of life for the citizens of Baldwin County, Alabama.

The COUNTY remains the honorable county governing body of Baldwin County, Alabama, and a political subdivision of the State of Alabama.

The COUNTY and TENANT continue a cooperative relationship whereby they, collectively, work in the best interest of the citizens of Baldwin County, Alabama, to actively pursue economic development in Baldwin County, Alabama.

This REAL ESTATE LEASE AGREEMENT is a continuation of the aforesaid cooperative relationship between the COUNTY and TENANT to work in conjunction with one another to promote economic development in Baldwin County, Alabama, which continued relationship shall achieve the public benefit of accomplishing, among other things, the economic and industrial development of Baldwin County, Alabama.

2. Term of Lease

The term of this lease shall be for a period of **THREE (3) YEARS**, and the term shall commence on November 15, 2014, and expire at midnight on November 14, 2017, unless sooner terminated as provided herein. Either party may terminate this lease, with or without cause, by giving the other party at least thirty (30) days advance written notice of termination. The COUNTY reserves the right to reject any and all offers to renew the lease.

Notwithstanding anything written herein to the contrary, should the COUNTY sell the leased

premises, the COUNTY shall have the right to terminate this Lease without any further obligation to TENANT.

3. **Property & Location** This lease covers approximately 1,930 square feet of office space generally situated in the Baldwin County Central Annex Building located at 22251 Palmer Street in Robertsdale, Alabama, as determined by the COUNTY. Notwithstanding anything written herein, nothing shall prevent the COUNTY from relocating the TENANT as the COUNTY deems appropriate.

4. **No Rent Assessed** During the term of this lease, the COUNTY shall not assess TENANT rent applicable to the leased premises based on the following determination of the COUNTY: The COUNTY determines and finds that the TENANT accomplishes, among other things, work which promotes and benefits the economic and industrial development of Baldwin County, Alabama; further, TENANT provides a program for economic development in Baldwin County, Alabama, which recruits new economic development investment; and further, TENANT seeks, discovers and endeavors to attract and promote new and expanding commercial prospects within Baldwin County, Alabama, which, collectively and in the judgment of the COUNTY, is determined to benefit the economic well-being of the citizens of Baldwin County, Alabama, through TENANT's work to create new jobs and employment and economic improvements and expansion for the benefit of the citizens of Baldwin County, Alabama.

This is a full service lease inclusive of utilities, custodial and general building maintenance as defined herein, excepting computer, telephone and communication needs of TENANT as provided hereinbelow.

5. **Computer, Telephone And Communication** The COUNTY shall provide certain computer, telephone and communication support services to the TENANT, and the COUNTY shall charge TENANT for said support services as provided for in Attachment "A" hereto, or any successor thereto as promulgated by the COUNTY. TENANT expressly agrees to pay, on a monthly basis, the COUNTY for

computer, telephone and communication support services applicable to the leased premises as provided for in Attachment "A" hereto or any successor thereto as promulgated by the COUNTY. The TENANT shall at all times comply with all applicable Federal, State, County, local and municipal laws, rules and regulations. The TENANT agrees to use the Internet service only for lawful purposes. The TENANT will be responsible for any and all liability that may arise out of content transmitted by TENANT or to any person, whether authorized or unauthorized, using the Internet service. The COUNTY reserves all rights at law and equity to proceed against anyone who uses the Internet service illegally or improperly, and the COUNTY reserves the right to discontinue this service, in its sole discretion, with or without cause, on ten (10) days written notice. It is expressly agreed to by the TENANT that should the COUNTY, at any time, revise, amend, alter or change the rate schedule for certain computer, telephone and communication support services as referenced by Attachment "A" hereto, and as further promulgated by the COUNTY, that Attachment "A" hereto shall be superseded and governed by the COUNTY's most recent rate schedule (which shall be the new Attachment "A") and the TENANT agrees to pay, on a monthly basis, the COUNTY for certain computer, telephone and communication support services pursuant to any new rate schedule.

6. Insurance

The COUNTY shall maintain its own fire and casualty insurance on the building only, and the TENANT shall maintain its own fire and casualty insurance on the contents. The TENANT shall maintain its own comprehensive 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 per each occurrence, which names the COUNTY as an additional insured with proof of said insurance attached hereto as Attachment "B." The COUNTY also shall maintain its own general liability insurance regarding the property.

7. Miscellaneous

(a) The Baldwin County Central Annex Building shall be a smoke-free facility. Any smoking on all COUNTY property shall be confined to areas designated by the COUNTY.

(b) Excepting service animals for those with disabilities, the Building shall be an animal-free facility.

(c) TENANT shall provide immediate (i.e. within 24-hours) notice to the COUNTY of any disruption of, failure of, or damage to, without limitation, equipment, structures, utilities or any portion of the leased premises. At which time, the COUNTY shall make reasonable efforts to correct the issue. At no time shall the TENANT correct any disruption of, failure of, or damage to, without limitation, equipment, structures, utilities or any portion of the COUNTY property without express written authorization to do so from the COUNTY.

(d) There shall be no permanent changes, alterations, improvements, or additions to any portion of the leased property without prior written approval from the COUNTY unless expressly allowed herein. All improvements and additions to the leased premises shall adhere to the leased premises and become the property of the COUNTY, with the exception of such additions as are usually classed as furniture and trade fixtures. Said furniture and trade fixtures are to remain the property of the TENANT and may be removed by the TENANT two (2) weeks prior to the expiration of this lease.

(e) The failure of the COUNTY, to any extent, to furnish, or the interruption or termination of, the services required for herein, in whole or in part, resulting from causes beyond the reasonable control of the COUNTY, shall not render the COUNTY liable in any respect, nor be construed as an eviction (constructive or otherwise) of the TENANT, nor relieve TENANT of the obligation to fulfill any covenant in this Lease.

(f) The COUNTY may reasonably create and impose additional building rules which may be amended from time to time. The TENANT shall make reasonable efforts to ensure that its agents, employees, invitees and visitors comply with such rules, if any. Any rules imposed by the COUNTY shall be supplied to the TENANT prior to their effectiveness.

(g) The COUNTY reserves full authority over the property including, without limitation, the right to make changes, alterations or additions to the Property and/or leased premises. This right shall include all available legal rights possessed by the COUNTY in relation to COUNTY property and/or assets.

(h) In the event the leased premises shall be destroyed or damaged, in whole or in part, by fire, explosion or any other casualty, then the COUNTY may, if it so elects, rebuild and put the premises in good condition and fit for occupancy within a reasonable time after such casualty, or the COUNTY may terminate this lease by giving written notice of its intention to terminate. TENANT shall not be obligated to pay any rent from the time that such premises were rendered unfit for occupancy until such premises are again fit and ready for occupancy. If said premises be slightly injured, then the COUNTY agrees that the same shall be repaired with reasonable diligence, in which the rent accrued or accruing shall not cease or terminate. In the event that the building in which the leased premises are situated be destroyed or damaged from any cause to the extent, in the COUNTY's sole judgment, that the repair and/or restoration of same would not be practical or economical, the COUNTY shall have an option to terminate this lease, whether the leased premises be injured or not. Notwithstanding anything in this lease to the contrary, a total or substantially total destruction of the building shall terminate this lease. COUNTY shall not be liable or responsible to TENANT for any inconvenience or loss due to making repairs or reconstruction as aforesaid, nor for any delays in repairing or rebuilding due to strikes, acts of God, governmental regulations or any other causes beyond its control. Nothing herein shall be deemed to waive or relieve TENANT from any liability for any loss or damage to COUNTY or COUNTY's property due to negligence or willful acts of TENANT, its agents, servants, employees, or invitees.

(i) COUNTY does not warrant any rights to light, view or air over adjoining property. Any diminution or shutting off of light, view or air by any structure which may be erected adjacent to said building shall in no wise affect this lease, or impose any liability on COUNTY.

(j) All sign painting, decoration, carpenter work or other labor required by the installation of special equipment shall be done only by persons duly authorized by the COUNTY and in compliance with the requirements of this lease.

(k) No waiver of any condition expressed in this lease shall be implied by any neglect of the COUNTY to declare a forfeiture on account of the violation of such condition, and no

express waiver shall affect any condition other than the one specified in such waiver, and that one only for the time and in the manner specifically stated.

(l) Any notice to be given under this lease by the COUNTY to the TENANT shall be considered as duly given, if made in writing and left at the leased premises. Any notice to be given under this lease by the TENANT to the COUNTY shall be considered as duly given, if made in writing and left at the office of the building superintendent of the COUNTY.

8. Covenants of Tenant

The TENANT shall:

a) TENANT shall not assign this Lease Agreement or sublet the demised premises, or any portion thereof, without written permission of the COUNTY, in its sole discretion.

(b) TENANT shall keep the leased premises clean, kept in good order the adequacy of which will be determined by the COUNTY including, without limitation, routine repairs and maintenance. Routine repairs and maintenance shall include, without limitation, any maintenance and repairs that do not require a licensed professional, keeping the property clear of debris, keeping the property clear of garbage, and keeping the property free of vermin. A licensed professional shall include, without limitation, AL General Contractor's License, AL Plumbing and Gas Fitter's License, AL HVAC License, and AL Electrician's License. In the event of a dispute as to whether or not a repair or maintenance item is "routine" and the responsibility of the TENANT, then the COUNTY shall make the final determination.

(c) TENANT shall ensure that the COUNTY has, at all times, any necessary security codes, keys, etc., required to fully access all interior and exterior doors, areas throughout the property and facilities. This provision shall survive the termination or expiration of this Agreement.

(d) TENANT shall permit COUNTY and their agents to enter on the premises or any part thereof at any time for the purpose of, without limitation, inspecting, examining or exhibiting same or making repairs or alterations as may be necessary for safety or preservation thereof. This provision shall survive the termination or expiration of this Agreement.

(e) TENANT shall surrender possession of the premises upon the termination of this lease, or any extension hereof as herein provided, in as good condition as when received, reasonable wear and tear and accidents happening by fire or other casualties excepted. This provision shall survive the termination or expiration of this Agreement.

(f) TENANT shall, in relation to their duties and use under this Agreement and their duties and use relating to the leased premises, at their sole cost and expense, comply with applicable Municipal, COUNTY, State and Federal ordinances and statutes now in force or which may hereafter be in force. Any such violations, or potential violations, relating to any TENANT duties or use of the leased premises shall be remedied immediately at the cost of TENANT. Failure to remedy such violations or potential violations shall constitute a material breach of this Agreement.

(g) TENANT shall conduct its business and to exercise reasonable efforts to control its agents, employees, invitees and visitors in such manner as not to create any damage, nuisance, or interfere with, annoy or disturb any other tenants or the COUNTY in the operation of the building. This provision shall survive the termination or expiration of this Agreement.

(h) TENANT shall immediately (within 24 hours) notify the COUNTY of any damage, nuisance, interference, annoyance, or disturbance. Notwithstanding any provision herein, the TENANT shall be responsible for all costs associated with any such damage, nuisance, interference, annoyance, or disturbance by, or due to, without limitation, any of its agents, employees, invitees or visitors. This provision shall survive the termination or expiration of this Agreement.

(i) TENANT shall shall not allow or permit any mechanic's or materialman's lien or any other lien(s) of whatsoever nature to be placed upon the leased premises or building. Nothing in this Lease shall be deemed or construed in any way as constituting the consent of the COUNTY, express or implied, to any person for the performance of any labor or the furnishing of any materials of all or part of the leased premises, nor as giving the TENANT any right, power or authority to contract for or permit the rendering of any services or furnishing thereof that would or might give rise to any mechanic's or materialman's lien or

other liens against the leased premises. This provision shall survive the termination or expiration of this Agreement.

(j) TENANT shall in the event of a sale or assignment of the COUNTY'S interests in the property, or in the event of any proceedings brought for the foreclosure of, or in the event of the exercise of power to sale, cooperate fully with COUNTY in such efforts.

Notwithstanding, anything written herein to the contrary, should the COUNTY sale the leased premises, the COUNTY shall have the right to terminate this Lease without any further obligation to TENANT.

(k) The taking possession of said premises by TENANT shall be conclusive evidence as against the TENANT that the said premises were in good and satisfactory condition when possession of them was so taken, and the TENANT is obligated to restore any glass on the premises broken from any cause whatsoever, and to indemnify the COUNTY against all liability, damage or loss caused by the overflow or escape of water, steam or gas resulting from TENANT's negligence, or willful conduct or that of TENANT's agents, clerks, servants or visitors.

(l) TENANT will not use nor permit on said premises anything that will invalidate the policies of insurance now or hereafter carried on said building or that will increase the rate of insurance on said leased premises, or on the building of which said leased premises are a part, or use or permit on said leased premises anything that may be dangerous to life or limb or anything that will obstruct or interfere with the rights of, or otherwise injure or annoy, other tenants or conflict with the laws relating to fires, or with the regulations of the fire department. The Tenant shall not maintain any dangerous or hazardous materials on the leased premises.

(m) TENANT shall not, without COUNTY's written consent, put up or operate any engine, boiler, machinery or stove in the leased premises, nor shall TENANT use or operate any appliances or apparatus that may cause annoyance to COUNTY or to any tenant of the building, nor shall TENANT carry on any machinery business in the leased premises or use or allow to be used therein oil burning fluid, camphene, kerosene or gasoline for heating, warming or lighting or other purposes, and except as otherwise approved by the COUNTY,

incandescent electric lamps and electric appliances and those only that are satisfactory to COUNTY for illuminating said premises. TENANT shall not make or permit any loud or unusual noises in said premises.

(n) TENANT shall not conduct, nor permit to be conducted on said premises, any business which is contrary to any of the laws of the United States of America, the State of Alabama, or Baldwin County or the ordinances of the City of Robertsdale.

9. Covenants of COUNTY

The COUNTY covenants and agrees as follows:

(a) The COUNTY shall keep the leased premises, including the locks, keys and other fastenings, in good repair and tenantable condition, which includes only those repairs requiring a licensed professional to perform including, without limitation, AL General Contractor License; AL Plumbing and Gas Fitter License; AL HVAC License; or AL Electricians License.

(b) The COUNTY shall make and maintain the demised premises in a condition that is accessible to and usable by the handicapped in accordance with Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, and applicable federal regulations and standards.

(c) In the event that the COUNTY, during the term of this lease, shall be required by the City of Robertsdale, the order of decree of any court, or any other governmental authority, to repair, alter, remove, or reconstruct or improve any part of the leased premises or of the building of which said premises are a part, then such repairing, alteration, removal, reconstruction or improvement may be made by and at the expense of the COUNTY and shall not in any way affect the obligations or covenants of the TENANT herein contained, and the TENANT hereby waives all claim for damages or abatement of rent because of such repairing, alteration, removal, reconstruction or improvement.

(d) If TENANT shall move from said premises at any time prior to the termination of this lease, the COUNTY shall have the right to enter upon said premises for the purpose of decorating the same or making alterations or changes therein, without such entry in any manner affecting the obligation of the TENANT hereunder.

- 10. Relationship** Nothing contained in this Lease shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or joint venture between the Parties hereto, it being understood that neither the provisions contained herein, nor acts of the Parties hereto, shall be deemed to create a relationship other than that of Landlord and TENANT.
- 11. Severability** If any term or provision of this Lease, or the application thereof to any person or circumstance, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to person or circumstances other than those as to which it is held as invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.
- 12. Time of the Essence** Except as may be otherwise provided for herein, time is of the essence in this Lease as to all acts of the TENANT and COUNTY.
- 13. Transfers of the COUNTY** The COUNTY shall have the right to transfer and assign, in whole or in part, all rights and obligations hereunder and in the buildings and leased premises referred to herein. In such event and upon such transfer, the COUNTY shall be relieved of all further obligations hereunder, and the TENANT agrees to look solely to the interest of the COUNTY'S successor in interest for the performance of such obligations; provided that, such transferee or assignee of the COUNTY'S interest and rights shall be bound by, and must agree to honor, all of the terms and provisions and conditions of the Lease.
- 14. Subordination** The TENANT'S rights under this lease shall remain subordinate to any bona fide mortgage or deed to secure debt which is now, or may hereafter be placed, upon the premises; provided that the TENANT'S tenancy shall not be disturbed, nor shall the covenants and conditions of this lease be invalidated or changed.

- 15. Tenant's Remedy** If at any time the COUNTY either defaults in any of its covenants or obligations, or does not correct any problem/violation under this Lease Agreement, the TENANT shall give written notice of the nature of the default or identified problem. If the default is not cured or the problem fixed, to the reasonable satisfaction of the TENANT, within 60 days of the date of receipt of the notice, or other period subsequently agreed upon the Parties in writing, the TENANT may terminate the Lease.
- 16. COUNTY's Remedy** If at any time the TENANT either defaults in any of its covenants or obligations, or does not correct any problem/violation under this Lease Agreement, the COUNTY shall give written notice of the nature of the default or identified problem. If the default is not cured or the problem fixed, to the reasonable satisfaction of the COUNTY, within 60 days of the date of receipt of the notice, or other period subsequently agreed upon by the Parties in writing, the COUNTY may cause the default or noticed problem to be corrected and the COUNTY may terminate the lease. The TENANT shall reimburse any related charges to the COUNTY upon receipt of invoice for the same.
- 17. Holdover Term** If the TENANT remains in possession beyond any termination or applicable expiration of the Lease Agreement, or any extension or renewal hereof, such holding over shall be deemed a month-to-month tenancy at the same rental and terms as were in effect at the time such holding over takes place.
- 18. Indemnification** To the fullest extent permitted by law, the TENANT shall defend, indemnify, and hold harmless the COUNTY from and against all claims, damages and losses, including death, and expenses, including, but not limited to attorneys' fees, arising out of, related to, or resulting from any and all acts or omissions of the TENANT, its employees, servants, invitees or its agents relating to this Lease Agreement and TENANT's activities or use of the leased premises. This provision shall survive the expiration or termination of this Agreement.

19. Failure to Strictly Enforce Performance

The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Agreement shall not constitute, and shall never be asserted by Provider as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

20. Drug-Free Workplace

In accordance with the Drug-Free Work Place Act of 1988, as amended, and as a condition precedent to the execution of this Agreement, TENANT certifies that it is responsible for knowing, and will comply with, the standards of the Baldwin County Commission drug-free work place policy.

21. Discrimination Clause

TENANT will comply with Titles IV, VI, and VII of the Civil Rights Act of 1964, the Federal Age Discrimination in Employment Act, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and all applicable federal and state laws, rules and regulations implementing the foregoing statutes with respect to nondiscrimination on the basis of race, creed, color, religion, national origin, age, sex or disability, as defined in the above laws and regulations. TENANT shall not discriminate against any otherwise qualified disabled applicant for, or recipient of aid, benefits, or services or any employee or person on the basis of physical or mental disability in accordance with the Rehabilitation Act of 1973 or the Americans With Disabilities Act of 1990.

22. Debarment and Suspension

The TENANT warrants and represents to the COUNTY that neither the TENANT nor any of the TENANT's trustees, officers, directors, agents, servants, and employees (whether paid or voluntary) is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension."

23. Notices

Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

TENANT: Baldwin County Economic Development Alliance, Inc.
P.O. Box 1340
Robertsdale, AL 36567
COUNTY: Baldwin County Commission
c/o Chairman
312 Courthouse Square, Suite 12
Bay Minette, AL 36507

24. Entire Understanding This Lease shall supersede and take the place of all previous agreements and leases and shall constitute the entire understanding of the parties hereto with respect to the subject matter hereof. Furthermore, the parties hereto expressly agree that the lease between the Baldwin County Economic Development Alliance, Inc. and Regions Bank, and its successor, the COUNTY, dated October 1, 2000, and any renewals or extensions thereof for lease of space at the Baldwin County Central Annex II Building, formerly known as the Regions Bank Building, is hereby terminated.

25. Amendments This Agreement may be amended, modified or altered in any respect so long as such amendment, modification or alteration is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

LESSOR:
BALDWIN COUNTY, ALABAMA
BALDWIN COUNTY COMMISSION

By: Charles F. Gruber Date 11/19/14
Charles F. Gruber, Chairman

ATTEST:

Ronald J. Cink
~~David A. Z. Brewer~~, County Administrator Date
Ronald J. Cink, Interim County Administration



LESSEE:
BALDWIN COUNTY ECONOMIC DEVELOPMENT
ALLIANCE, INC.

By: Britton Bonner Date 11.4/14
Britton Bonner, Chairman

NOTARY PAGE TO FOLLOW

STATE OF ALABAMA)

BALDWIN COUNTY)

I, the undersigned authority, a Notary Public in and for said COUNTY in said state, hereby certify that, CHARLES F. GRUBER, whose name as Chairman of the Baldwin County Commission, and DAVID A. Z. BREWER, as County Administrator of the Baldwin County Commission, a political subdivision of the State of Alabama, are signed to the foregoing Real Estate Lease Agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents of said Real Estate Lease Agreement, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Baldwin County Commission on the day the same bears date.

Given under my hand and seal this the 18th day of November, 2014.



Monica E. Taylor

NOTARY PUBLIC

My Commission Expires: ~~My Commission Expires 09/05/2016~~

STATE OF ALABAMA)

BALDWIN COUNTY)

I, the undersigned authority, a Notary Public in and for said COUNTY in said state, hereby certify that, BRITTON BONNER, whose name as Chairman of the Baldwin County Economic Development Alliance, Inc., a corporation, is signed to the foregoing Real Estate Lease Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Real Estate Lease Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Economic Development Alliance, Inc., on the day the same bears date.

Given under my hand and seal this the 4 day of November, 2014.

Karen Hart Glover

NOTARY PUBLIC

My Commission Expires: _____

My Commission Expires 03/28/2018



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

Telecommunications Services

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

Other Network Services

Devices on network w/Internet access only	\$ 10.00 per device
Network Security Camera	\$ 52.00 per camera
Enterprise Blackberry Account	\$ 6.00 per Blackberry
Managed Access Control/Door Lock	\$ 42.00 per door lock
Video Conferencing Device	\$ 48.00 per device
Standard Virtual Application Server Service (specifications currently defined by CIS)	\$90.00 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
- 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.

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