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BY: M. J. ...
JAN 20 2015
BY: [Signature]

AGREEMENT BETWEEN THE BALDWIN COUNTY COMMISSION,
THE PRESIDING CIRCUIT JUDGE OF THE 28TH JUDICIAL
CIRCUIT AND THE ADMINISTRATIVE OFFICE OF COURTS

THIS AGREEMENT (the "Agreement") is made and entered into on this ^{19th} February day of 2015, by and between the **BALDWIN COUNTY COMMISSION** (hereinafter referred to as "Baldwin County"), the **PRESIDING CIRCUIT JUDGE OF THE 28TH JUDICIAL CIRCUIT** (hereinafter referred to as the "Presiding Judge"), and the **ADMINISTRATIVE OFFICE OF COURTS** (hereinafter referred to as "AOC") (the "Presiding Judge" and "AOC" are sometimes referred to herein collectively as "Client" or "Clients").

WITNESSETH: That for and in consideration of the mutual promises, covenants and agreements contained herein, the parties do hereby agree as follows:

1. **SERVICES.** The Baldwin County Communications and Information Systems Department (CIS) will provide labor for computer and equipment repair, basic troubleshooting of audio/video equipment, service or maintenance as needed to computers of the Judges, Judicial Staff, Circuit Clerk, and Court Specialists. This will include approximately 10+/- hours of service per month based on a \$50/hour rate. No equipment, parts, components or materials will be provided pursuant to this Agreement, except as separately agreed and shall be paid outside this Agreement.
2. **COOPERATION AND PROCEDURES.** Both parties acknowledge that the aforementioned computers are connected to the Administrative Office of Courts (AOC) network, and as such, the successful completion of certain tasks will require coordination with and cooperation of the AOC IT Services Division. The parties agree to collectively develop procedures and processes to streamline those interactions and to foster a cooperative environment.
3. **COMPENSATION.** Baldwin County shall be compensated as set out below from the Baldwin County Law Library and Judicial Administration Fund for the services provided pursuant to this Agreement in the amount of \$500 per month via an automatic intrafund transfer from the Baldwin County Law Library and Judicial Administration Fund (the "Fund") to the Baldwin County General Fund. The payment to Baldwin County pursuant to this Agreement shall be deemed and operate as a warrant by the Presiding Circuit Judge against the aforementioned Fund.
4. **TERM AND TERMINATION.** This Agreement shall be for a term of one (1) year and shall automatically renew for additional and successive one (1) year terms, unless otherwise terminated by the parties as set forth herein. Any party may cancel or terminate this Agreement at the beginning of any month, with no penalty, by giving written notice of such termination to the Presiding Circuit Judge, Administrative Director of Courts and the Chairman of the Baldwin County Commission, respectively, on or before the first day of the month. In the event of such termination, all work by Baldwin County and CIS shall cease, and Baldwin County shall be entitled to receive all payments for work done pursuant to this

Agreement. The hours and rates shall be reviewable as necessary, but in no event less than every 1 year for adjustment as time and rates may substantially change.

5. **DISCLAIMER OF WARRANTIES.** Baldwin County in no way warrants or guarantees, and expressly disclaims any warranties or guarantees for or related to, 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 Baldwin County's reasonable control, including, without limitation, any government actions, fire, work stoppages, civil disturbances, interruptions of power or communications to Baldwin County or any facilities used by or for Baldwin County, failure of internet, hosting, telecommunications, or other services to Baldwin County or facilities used by or for Baldwin 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 Clients.

BALDWIN 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 OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE SERVICES AND/OR EQUIPMENT WILL MEET THE REQUIREMENTS OF THE CLIENTS. Without limiting the foregoing, Baldwin 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 Baldwin County nor its Commissioners, officers, directors, employees, representatives, affiliates, or agents will be liable for unauthorized access to Baldwin County's or the Clients' transmission facilities or premises equipment or for unauthorized access to, alteration, theft or destruction of, data files, programs, procedures or information through accident, fraudulent means, or equipment or any other method, regardless of whether such damage occurs as a result of the Baldwin 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.

Baldwin 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. Baldwin 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 its reasonable control.

6. **HOLD HARMLESS.** The Clients shall hold Baldwin County, its Commissioners, officers, directors, employees, affiliates, representatives and agents 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 and property damage of any kind or nature whatsoever, incurred by or imposed upon, or which could be asserted against, Baldwin County by the Presiding Judge or AOC as a result of any entry upon or activity conducted by, or any act or omission, by Baldwin County or any of its Commissioners, officers, directors, affiliates, representatives, employees, agents, or subcontractors 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 Courthouse, Satellite Courthouses and/or any associated facilities.

In no event or way will Baldwin County, its Commissioners, officers, directors, employees, affiliates, representatives, agents or subcontractors 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, 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 all claims, including, but not limited to, breach of contract, breach of warranty, and product liability.

7. **LEGAL COMPLIANCE.** The Clients shall at all times comply with all applicable federal, state, county, local and municipal laws and regulations. The Clients agree to use the services and/or equipment installed and/or serviced under this Agreement only for lawful purposes. The Clients will be responsible for any and all liability that may arise out of content transmitted by the Clients to any person, whether authorized or unauthorized, using the services and/or equipment.
8. **MISCELLANEOUS.**
 - (a) This Agreement shall not be construed more strictly against one party than against the others merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Baldwin County and the Clients have contributed substantially and materially to the preparation of this Agreement.
 - (b) This Agreement embodies the entire agreement and understanding of the parties, and there are no further or prior agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.
 - (c) This Agreement may not be modified in any manner other than by an agreement as specified herein.
 - (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) This Agreement shall be construed in accordance with and governed by the laws of the State of Alabama.
 - (f) 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.

- (g) The headings or captions in this Agreement are for convenience only and shall not limit or otherwise affect the meaning hereof.
- (h) The Clients' obligations under this Agreement shall survive expiration or termination of this Agreement.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by and through their duly authorized representatives on the dates set forth by their respective signatures.


Signed in the presence of:

James Colbert
Witness

Robert E. Wilton
Robert E. Wilton, Presiding Circuit Judge
28th Judicial Circuit
Date: 1-28-15

Ronald A. ...
Attest

BALDWIN COUNTY COMMISSION
BY: Charles Gruber
Charles Gruber
Its Chairman
Date: 2-3-15



May E. B.
Witness

ADMINISTRATIVE OFFICE OF COURTS
BY: Rich Hobson
Rich Hobson
Its Administrative Director of Courts
Date: 2/19/15