



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

September 6, 2011

The Honorable Tony Kennon
Mayor
City of Orange Beach
Post Office Box 458
Orange Beach, Alabama 36561

RE: Communications Equipment Lease Agreement

Dear Mayor Kennon:

Enclosed is a **fully executed original** *Communications Equipment Lease Agreement* approved during the August 16, 2011, Baldwin County Commission meeting, between the Baldwin County Commission and the City of Orange Beach to facilitate the development and enhancement of a County-wide interoperable emergency communications system.

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

Sincerely,

ANU GARY, Records Manager
Baldwin County Commission

AG/met tem ED2

cc: David Pimperl
David Brewer

ENCLOSURE

COMMUNICATIONS EQUIPMENT LEASE AGREEMENT

THIS COMMUNICATIONS EQUIPMENT LEASE AGREEMENT ("Agreement") is made and entered into by and between the City of Orange Beach, Alabama, an Alabama municipal corporation, with offices in Orange Beach, Alabama (hereafter "Lessor"), and Baldwin County, Alabama, by and through the Baldwin County Commission, with offices at 322 Courthouse Square, Bay Minette, Alabama, 36507 (hereafter "Lessee").

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

Section 1. Purpose; Term; Effective Date and Termination.

1.1 Lessee provides emergency communications services to emergency responders in Baldwin County, Alabama. Lessor participates in and benefits from Lessee's emergency communications services. Lessor desires to lease certain communications equipment detailed below to Lessee in order to assist the Lessee in the development and enhancement of a county-wide emergency communications system.

1.2 This Agreement shall be effective upon the date of execution by all parties.

1.3 The term of this Agreement shall be from the date of execution for a term of thirty (30) years, and said Agreement shall automatically renew annually for each year thereafter, unless terminated by the Lessee by giving ninety (90) days written notice to Lessor of such termination.

1.4 In the event the Lessee elects to discontinue service for the county-wide emergency communications system, or in the event the Equipment identified in Exhibit A is no longer needed by the Lessee, the Lessee shall have the right to terminate this Agreement at any time by giving ninety (90) days written notice to Lessor of Lessee's intent to terminate this Agreement. Upon such termination, the Lessee shall return the Equipment identified in Exhibit A in its "as is" condition.

Section 2. Delivery of Equipment Consideration.

2.1 In accordance with the project timeline approved by the Lessee for the development and enhancement of the county-wide emergency communications system, Lessee will, at Lessee's sole cost, expense and risk, remove the equipment identified in Exhibit A to this Agreement ("Equipment") from Lessor's offices at the address listed on Exhibit A (the "Site") to the location selected by Lessee.

2.2 Consideration to Lessor as a result of the transactions contemplated by this Agreement shall be (1) the benefits of participation in the enhanced services provided as a result of this Agreement by the countywide emergency services operation, subject to any terms, conditions, rules or regulations adopted by the Lessee or its designee; and (2) in the event the Lessee establishes a committee or board to provide governance, advice or assistance regarding the county-wide emergency communications system, Lessor shall have the right to hold one seat on said board or committee until such time as the Equipment is returned to Lessor or this Agreement is terminated. No monetary consideration shall be due or paid to Lessor under the terms of this Agreement.

2.3 Effective upon Lessee's removal of the Equipment from the Site, Lessee shall assume responsibility for the maintenance and operation of the Equipment. The Lessee shall have the right to update, alter, expand or improve the Equipment as Lessee deems necessary in order to develop, maintain and operate the county-wide emergency communications system.

Section 3. Disclaimer of Warranties; Limitation of Liability.

3.1 The Equipment will be conveyed to Lessee "as is" and "where is". Lessor makes no warranties, express or implied, whether of title, merchantability or fitness for any particular purpose or use or otherwise, on the Equipment. Lessee assumes all responsibilities for any inspections, testing or maintenance concerning the Equipment.

3.2 Under no circumstances will Lessor be liable to Lessee for any direct, indirect, incidental, special or consequential damages arising out of or related to this Agreement or the Equipment.

3.3 In consideration of the lease and receipt of the Equipment, Lessee agrees to waive any and all claims for damages to personal property and to the Equipment in the removal and relocation of the Equipment. Lessee also agrees to save and hold the City, its elected officials, agents and employees harmless from any and all liability, claims or expenses (including attorneys fees) arising from the removal and transportation of said Equipment.

Section 4. Entire Agreement; Amendments.

This Agreement embodies the entire agreement between Lessor and Lessee with respect to the Equipment and supersedes all prior and contemporaneous oral and written agreements, proposals, representations and understandings of the parties concerning the Equipment. This Agreement may not be amended or modified except by a writing signed by both parties.

Section 5. Notice.

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 Lessee shall be addressed as follows:

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

The notices or responses to Lessor shall be addressed as follows:

City of Orange Beach, Alabama
P.O. Box 458
Orange Beach, AL 36561

Lessor and Lessee 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.

Section 6. Miscellaneous.

6.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

6.2 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 Lessor and Lessee have contributed substantially and materially to the preparation of this Agreement.

6.3 The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

6.4 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.

6.5 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.

IN WITNESS WHEREOF, the parties, by and through their duly authorized representatives, have executed this Agreement as of the date set forth by their respective signatures.

LESSEE:

BALDWIN COUNTY, ALABAMA

By: Frank Burt, Jr. / 8/24/11
Frank Burt, Jr., Chairman / Date



ATTEST:

[Signature] / D.A. Z. Shivers
County Administrator / Date 5-1-2011

LESSOR:

THE CITY OF ORANGE BEACH

By: [Signature] / 8/24/11
Tony Kennon, Mayor / Date

ATTEST:

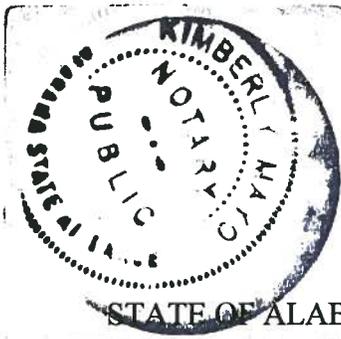
[Signature] / 8/24/11
Cathy Constantino, City Clerk /

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Kimberly Magoo, a Notary Public, in and for said County in said State, hereby certify that FRANK BURT, JR., whose name is signed to the foregoing instrument as Chairman of the BALDWIN COUNTY COMMISSION, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 2 day of September, 2011.



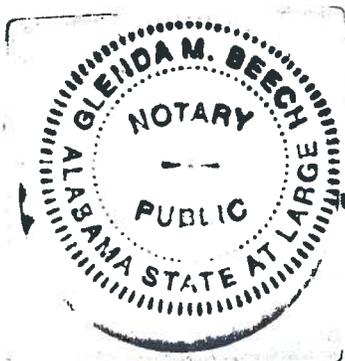
Kimberly Magoo
Notary Public, Baldwin County, Alabama
My Commission Expires: ~~Nov 4, 2012~~
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Nov 4, 2012
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Glenda M. Beech, a Notary Public, in and for said County in said State, hereby certify that TONY KENNON and CATHY CONSTANTINO, whose names are signed to the foregoing instrument as Mayor and City Clerk, respectively, of THE CITY OF ORANGE BEACH, ALABAMA, an Alabama municipal corporation, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date on behalf of said municipal corporation.

Given under my hand and seal this 24 day of August, 2011



Glenda M. Beech
Notary Public, Baldwin County, Alabama
My Commission Expires: 06/26/2012

EXHIBIT A

**CITY OF ORANGE BEACH
FIRE DEPARTMENT**

LEASE OF USED COMMUNICATIONS EQUIPMENT

Make/Model	Serial or other Identifying Numbers	Description
Model T7380A	147CKR0125	Core Interface Panel To Core Router
HP PROCURVE 2610-48 T7499A	S/N CN 825ZU06D CAH098016S	Core Lan Switch
JUNIPER VPN-01 T7376A	CAH098016T	VPN interface
Juniper networks SSG-5-SB	162052009004930	
MRV terminal server T7385A	CAH098016X	Terminal Server
LXX4016T-101AC		
Juniper SSG-20 COUIAFRBTA	Property Of Motorola T-1 Interface	Not part of system, but installed to monitor the performance
Motorola S6000 Model T7483A ST6000C-S6000	CAH098016Y 147CKR0130	Gateway Router
Motorola S6000 Model T7498A CLN1780G ST6000C-S6000	CAH098016D CAF093HC20 147CKR0016	Core Router
Sun Netra T5220 Sys PN 506-5658-04 Sun™ PN:371-2610-05	SYS SN 0944FM901V TUDA-P099377078	GAS backup server not on line at this time This unit may be replaced it has a minor error but may be replaced due to nature of the repair required
Sun Netra T5220 Sys PN 506-5658-04 Sun™ PN:371-2610-05	SYS SN 0935FM901V TU0A-P09264331	GAS server on line now
DLN1412B P/N 5325302223 4TB Server # 2289278 SNAP server 410	280CMK0009 USCDSA11027248	NAS 4 Tera byte attached storage
DLN6733A DL360 G6 Server without software HP BZ024A	ID:SCWG000W 877CMK0222 MXQ1130J4H	Online G6 Server
DCD Data collection device	293765-001 Motorola loaner to monitor the system performance	Data collection device G5 server by HP
DLN6733A DL360 G6 Server without software	ID:SCWG000W 877CMK0223	Spare G6 server

EXHIBIT A

**CITY OF ORANGE BEACH
FIRE DEPARTMENT**

LEASE OF USED COMMUNICATIONS EQUIPMENT

Make/Model	Serial or other Identifying Numbers	Description
DDN9629A HP 2UA9240BC3	ID:5C42000Z	Computer Network Manager Client
CL-1000MP by ATEN Master View Max DS019BLK	Z8942041AE20005	Slide out KVM and monitor for all computers and servers 19" LCD, BLACK, NON-TOUCH
HP Color Laser Jet CP3525DN DLN6692A	CNCC8BD0JW 877CKP0088	Site printer
S6000 model ST6000C	147CKP0740	Spare router not on line and still in the box, checked good 8-1-11
CLN1836A HP 2610-24 T7380A CO-OP WAN Router CLN1772C	147CKP0552 CAH097Z2WX 147CKP0739	24 Port spare switch

**NAME, ADDRESS AND TELEPHONE NUMBER OF LESSEE RECEIVING
EQUIPMENT:**

BALDWIN COUNTY COMMISSION
23100 McAULIFFE DR
ROBERTSDALE, AL 36567
251-972-6807