



**COUNTY COMMISSION
BALDWIN COUNTY**

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Anu Gary
Administration/Records Manager
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Assistant Records Manager
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April 16, 2018

Colonel Scott Bannon
Marine Resources Division
Post Office Box 189
Dauphin Island, Alabama 36528

RE: Agreement Regarding the Baldwin County Interoperability Communications System for the Alabama Marine Resources Division

Dear Colonel Bannon:

Please find enclosed a **fully executed copy** of the *Agreement Regarding Baldwin County Interoperability Communications System for Alabama Marine Resources Division* approved during the April 3, 2018, Baldwin County Commission meeting between the Commission and the Alabama Department of Conservation and Natural Resources, Marine Resources Division.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 937-0395 or Brian Peacock, Communications and Information Systems Director, at (251) 580-2598.

Sincerely,

ANU GARY, Administration/Records Manager
Baldwin County Commission

AG/met Item BE2

cc: Brian Peacock

ENCLOSURE

RECEIVED
APR 13 2018
BY: met

AGREEMENT REGARDING
BALDWIN COUNTY INTEROPERABILITY COMMUNICATIONS SYSTEM
FOR THE ALABAMA MARINE RESOURCES DIVISION

This Agreement Regarding Baldwin County Interoperability Communications System for the Alabama Department of Conservation and Natural Resources, Marine Resources Division (“Agreement”) is entered into on this 16th day of April, 2018 by the Chairman of the Baldwin County Commission by and between Baldwin County, Alabama, by and through the Baldwin County Commission, a political subdivision of the State of Alabama (the “Baldwin County Commission”), and Alabama Department of Conservation and Natural Resources, Marine Resources Division (“Marine Resources Division”) as and subject to the terms and conditions set forth below.

WITNESSETH:

Section 1. Purpose:

This Agreement establishes the permission, guidelines and requirements for the use of the Baldwin County Interoperability P25 700 MHz (sometimes referred to as the “System”) by the Marine Resources Division.

Section 2. Authority:

Participation in this Agreement and permission to use the System requires the approval and authorization of the Baldwin County Commission and shall be managed by the Baldwin County Communications and Information Systems Department (“CIS”) as authorized by the Baldwin County Commission.

Section 3. Applicability:

This Agreement authorizes the use of Baldwin County Interoperability channels and radio frequencies by Marine Resources Division as approved and authorized by CIS, in its discretion. The Baldwin County Commission reserves the right to add or remove approved and authorized agencies, entities or individuals.

Section 4. Understanding:

A. The Baldwin County Commission by and through the Baldwin County Communication and Information Systems Department (“CIS”) shall do the following:

1. Manage and maintain proper licenses for the use of the interoperability frequencies.

2. Manage and maintain an accurate database of federal, state, county and local government entities or agencies that have been approved and authorized to use the System.
3. Issue any talk groups, channels or subscriber IDs that will be used on the System.
4. The Baldwin County Commission shall have the authority to monitor proper usage of the Interoperability talk groups and channels, although the Baldwin County Commission and its departments, committees or employees shall not be liable for any content or misuse of the System.
5. Maintain the System's operations, functionality and upgrades, as deemed necessary for optimal performance of the System.

B. Marine Resources Division shall do the following:

1. Participate in Baldwin County communications planning for countywide communications interoperability as may be required by the Baldwin County Commission, by and through CIS.
2. Manage the proper usage of interoperability frequencies, talk groups and channels by its employees, ensuring compliance with any Federal, State, County or Local laws, ordinances and rules.
3. Utilize the interoperability frequencies, talk groups and channels hereby authorized for their intended purpose of coordination between emergency first responders.
4. Use the interoperability frequencies, talk groups and channels for on-scene incident communications, as established by the on-scene Incident Commander and governed by any Federal, State, County or Local laws, ordinances or rules.
5. Implement radio communications procedures consistent with National Incident Management Systems (NIMS) and Incident Command Systems (ICS) including:
6. Ensure that agency mobile, portable and base radios intended for use by the agency for interoperability communications on the 700 MHz radio system are properly configured for the proper interoperability frequencies, talk groups and channels, as outlined by the Baldwin County Commission by and through CIS, and ensure that such radios are properly maintained and upgraded.

Section 5. Procedures:

The Baldwin County Commission reserves the right to adopt, change or amend any policies, procedures or rules related to the use of the System, and/or any provision of this Agreement, as

deemed necessary, in its discretion, with or without the consent or approval of the Marine Resources Division or any other entities or agencies. Such change or amendment shall become effective immediately upon its adoption and approval by the Baldwin County Commission. Such change or amendment shall be provided to the Marine Resources Division in writing. In the event the Marine Resources Division disagrees or objects to such change or amendment, the Marine Resources Division shall have the right to terminate this Agreement in accordance with Section 7.

Section 6. Compensation:

The Marine Resources Division shall pay to the Baldwin County Commission the sum of \$10.00 per month for each radio or communication device activated on the System. The CIS Department will verify on a monthly basis the number of radio or communication devices activated on the System for the Marine Resources Division. Payments shall be made on or before the February 1 of each year for all sums accrued each month through and including the date of payment. At the termination or expiration of this Agreement, all outstanding amounts owed shall be paid to the Baldwin County Commission within ninety (90) days of such expiration or termination. The Marine Resources Division shall be responsible for all costs of operation for each radio or communication device activated and/or used on the System, including, but not limited to, acquisition costs and costs associated with activation or deactivation of individual radios or communication devices.

Section 7. Term and Termination:

This Agreement shall be for a term of three years, unless otherwise terminated by the parties as set forth herein. Any party may cancel or terminate this Agreement by giving ninety (90) days written notice of such termination to the other party. In the event of such termination, the Marine Resources Division shall bear the cost of separating from the System.

Section 8. Disclaimer of Warranties:

The Baldwin County Commission 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 the Baldwin County Commission'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 Marine Resources Division.

THE BALDWIN COUNTY COMMISSION 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 MARINE RESOURCES DIVISION. Without limiting the foregoing, the Baldwin County Commission 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 Alabama Marine Resources Division's 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.

The Baldwin County Commission 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.

Section 9. Legal Compliance:

The Marine Resources Division shall at all times comply with all applicable federal, state, county, local laws and regulations. The Marine Resources Division agrees to use the services and/or equipment installed and/or serviced under this Agreement only for lawful purposes. The Marine Resources Division will be responsible for any and all liability that may arise out of content transmitted by the Marine Resources Division to any person, whether authorized or unauthorized, using the services and/or equipment.

Section 10. Core Owners Agreements:

This Agreement shall be subject to the Alabama Inter-zone Core Owners Agreement or any other agreement, rules or regulations approved by the Baldwin County Commission as a member or participant of the Core Owners in the operation and maintenance of the state-wide communications system.

Section 11. 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 Commission and the Marine Resources Division 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.

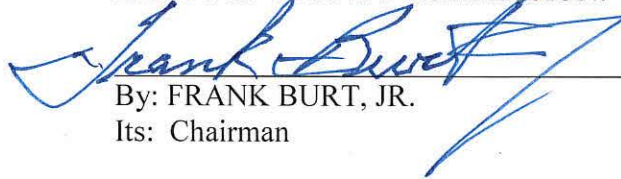
E. This Agreement shall be construed in accordance with and governed by the laws of the State of Alabama.

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.



BALDWIN COUNTY COMMISSION:


By: FRANK BURT, JR.
Its: Chairman

4/16/2018

Attest:



RONALD J. CINK

As: County Administrator/Budget Director

4/16/2018

ALABAMA DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES, MARINE
RESOURCES DIVISION:


By: Scott Bannon
Its: Director of Marine Resources

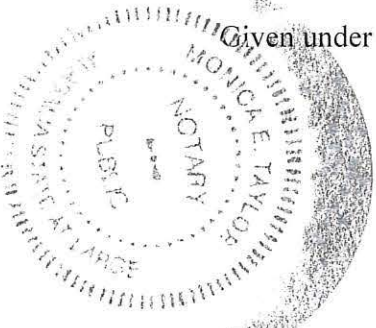

By: Christopher M. Blankenship
Its: Commissioner

STATE OF ALABAMA

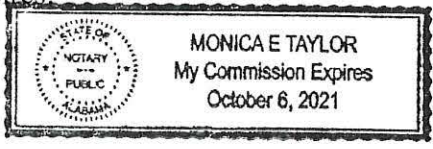
COUNTY OF BALDWIN

I, Monica E. Taylor, a Notary Public, in and for said County in said State, hereby certify that FRANK BURT, JR., as Chairman of the Baldwin County Commission, and RONALD J. CINK, as Budget Director/Interim County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such Chairman and Budget Director/Interim County Administrator of the Baldwin County Commission, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Commission.

Given under my hand and seal this the 10th day of April, 2018.



Monica E. Taylor
Notary Public, Baldwin County, Alabama
My Commission expires:



STATE OF ALABAMA

I, Betsy Fuller Jones, a Notary Public, in and for said County in said State, hereby certify that CHRISTOPHER M. BLANKENSHIP, as Commissioner of the Alabama Department of Conservation and Natural Resources, Marine Resources Division, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, he/she, as such Acting Commissioner of the Alabama Department of Conservation and Natural Resources, Marine Resources Division, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Alabama Department of Conservation and Natural Resources, Marine Resources Division.

Given under my hand and seal this the 12 day of April, 2018.

Betsy Fuller Jones
Notary Public, Montgomery County, Alabama
My Commission expires: 8-11-19

