



## 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

June 11, 2013

Mr. Richard Peterson  
Chairman  
Baldwin County Water Distributors Association  
Post Office Box 2050  
Foley, Alabama 36536

**RE: Service Agreement with the Baldwin County Water Distributors Association**

Dear Mr. Peterson:

Enclosed is a **fully executed copy** of the *Service Agreement* approved during the May 21, 2013, Baldwin County Commission meeting with the Baldwin County Water Distributors Association for the provision of Communications/Information Systems (CIS) Services relative to Geographic Information Systems (GIS) at an hourly rate as defined within the *Agreement* and based on the Rate Schedule for Computer Networking, Telecommunications, and Related Services. 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.

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 Item BE1

cc: David Pimperl  
Kenny McIlwain

ENCLOSURE

**SERVICE AGREEMENT**  
**BETWEEN BALDWIN COUNTY AND THE BALDWIN COUNTY WATER**  
**DISTRIBUTORS ASSOCIATION**

**KNOW ALL PERSONS BY THESE PRESENTS, THAT THIS AGREEMENT** (“Agreement”) is entered into between the **BALDWIN COUNTY WATER DISTRIBUTORS ASSOCIATION, INC. (“BCWDA”),** and **BALDWIN COUNTY,** by and through the **BALDWIN COUNTY COMMISSION (“COUNTY”),** (herein collectively referred to as the “Parties”.)

**WITNESSETH:**

**WHEREAS,** the BCWDA is a corporation organized under the laws of the State of Alabama by public water systems, recreation and agricultural water users and other stakeholders of our groundwater resources in Baldwin County; and

**WHEREAS,** the **BALDWIN COUNTY COMMISSION** (hereinafter referred to as “COUNTY”) is the honorable county governing body of Baldwin County, Alabama; and

**WHEREAS,** one of the public purposes of the BCWDA is to study our groundwater resources and promote unity among the interests of Baldwin County who depend on this valuable resource; and

**WHEREAS,** the COUNTY recognizes the public purposes of the goals and objectives of the BCWDA, said corporation has requested certain services relative to Geographic Information Systems (GIS); and

**WHEREAS,** the Baldwin County Communications and Information Systems Department (“CIS”), a department of the COUNTY, has the knowledge, ability and availability to offer services relative to Geographic Information Systems (GIS), as more specifically detailed herein, to the BCWDA; and

**WHEREAS,** providing such services by COUNTY to the BCWDA 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 BCWDA 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. **Recitals.** The above recitals and statements are incorporated as part of this Agreement as if fully set forth herein.
2. **Grant of Authority.** Subject to the terms and conditions set forth herein, the BCWDA hereby grants to the COUNTY full authority to create, maintain, input, and

store specific data provided by the BCWDA for development of a secure layer of the COUNTY GIS mapping system for the sole purpose of documenting well sites, well construction information, geological information and the physical characteristics of each well for the use in developing a comprehensive analysis of the groundwater resources of Baldwin County which will be utilized by BCWDA and to partner with the Alabama Geological Survey for use in the Alabama Water Policy Initiative.

3. Services and Compensation.

a. Initial Services. The BCWDA agrees to pay the COUNTY for the initial services required to establish the secure layer on the GIS mapping database, which will include the requested fields for specific well data and a hyperlink to file specific scanned documents for each well site. The services will be billed for the actual time incurred at the "Programming and Analysis Hourly Rate" as set forth on the current COUNTY "Rate Schedule for Computer Networking, Telecommunications, and Related Services" which is attached as Exhibit A. 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 BCWDA may, from time to time, submit well data to the COUNTY to be imported into the secure database as well information becomes available. The COUNTY shall also, from time to time, copy this data onto a disc, thumb drive, or other agreed upon media at the request of BCWDA, for the use of or distribution by BCWDA. BCWDA retains the sole authority to specify/authorize the release and use of this data/information. These services will be billed for the actual time incurred at the "Technician & Operations Hourly Rate" as set forth on the current COUNTY "Rate Schedule for Computer Networking, Telecommunications, and Related Services" which is attached as Exhibit A. 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.

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 the secure GIS layer and data associated with it will belong to the BCWDA.

5. Disclaimer of Warranties. 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 BCWDA.

**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 BCWDA. 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 nor its officers, directors, employees, affiliates or agents will be liable for unauthorized access to the COUNTY's or the BCWDA'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 the BCWDA'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 BCWDA at least 24 hours notice of any such interruption, but will work with the BCWDA, in instances when that is not feasible, to coordinate a time that will minimize the impact to the BCWDA Operations.
7. Indemnity and Hold Harmless. The BCWDA shall indemnify, defend and hold COUNTY, its Commissioners, officers, directors, agents, employees and County Representatives (collectively referred to in this section as the "COUNTY") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees and costs, 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 of, COUNTY or BCWDA or any COUNTY or BCWDA Representative, employee, agent, or subcontractor arising out of or related to the services provided under this Agreement, including, but not limited to, the construction, maintenance, upgrade, repair or removal of any information or equipment, to the fullest extent allowed by law. COUNTY does not and shall not waive any rights against the BCWDA which it may have by reasons of this indemnification. This indemnification by the BCWDA 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.

The BCWDA 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. The BCWDA agrees to indemnify, defend, and hold harmless COUNTY, its Commissioners, officers, directors, agents, employees 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 the BCWDA to comply with such laws and regulations.

The terms and obligations contained in this Section 7 shall survive the termination or expiration of this Agreement.

8. Further Liability. In no event or way will the COUNTY, its Commissioners, officers, directors, agents, employees 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. Termination for Breach. 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.
10. No Assignment. 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.



11. Legal Compliance. The BCWDA shall at all times comply with all applicable Federal, State, County, local and municipal laws and regulations relating to the subject matter of this Agreement. The BCWDA agrees to use the services and/or equipment installed and/or serviced under this Agreement only for lawful purposes. The BCWDA will be responsible for any and all liability that may arise out of content transmitted by the BCWDA 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.

The BCWDA hereby consents to the COUNTY forwarding any unlawful communications and information to appropriate governmental authorities and acknowledges that the BCWDA 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. Notwithstanding anything in this Agreement to the contrary, the Parties recognize and acknowledge that the County is a governmental entity and may be required to disclose or distribute any documents or information deemed necessary in order to comply with applicable laws, rules or regulations.

12. Agency. 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.
13. No Waiver. The failure of either Party to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.
14. Termination. In addition to the right to terminate for breach set forth in Section 9 of this Agreement, it is understood and agreed that this Agreement may be terminated by either party, with or without cause or hearing, and such termination shall be accomplished by giving written notice ninety (90) days before the date such termination shall take effect.
15. 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 BALDWIN COUNTY shall be addressed as follows:

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

The notices or responses to THE BALDWIN COUNTY WATER DISTRIBUTORS ASSOCIATION, INC. shall be addressed as follows:

Baldwin County Water Distributors Association, Inc.  
P.O. Box 2050  
Foley, AL 36536

COUNTY and BCWDA 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.

16. Attachments. 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:

Exhibit A – County Rate Schedule

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

17. 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.

18. 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 BCWDA 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) The BCWDA's indemnification obligations under this Agreement shall survive the expiration or termination of this Agreement.

**(NO FURTHER TEXT ON THIS PAGE; SIGNATURES BEGIN ON NEXT PAGE)**



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.

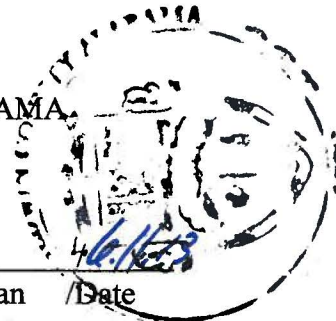
**COUNTY:**

BALDWIN COUNTY, ALABAMA

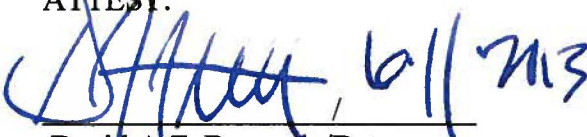
BY:



Tucker Dorsey, Chairman /Date



ATTEST:



David A.Z. Brewer, /Date  
County Administrator

**BCWDA:**

BALDWIN COUNTY WATER DISTRIBUTORS  
ASSOCIATION, INC.

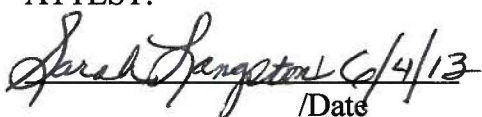
BY:



Richard Peterson, Chairman /Date

/ 6/4/2013

ATTEST:



/Date

STATE OF ALABAMA

COUNTY OF BALDWIN

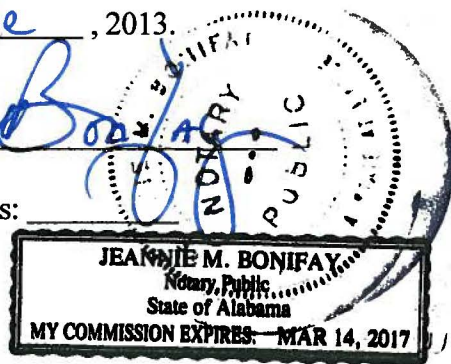
I, Jeannie M. Bonifay, a notary public in and for said county in said state, hereby certify that TUCKER DORSEY, whose name as Chairman of the Baldwin County Commission and DAVID A.Z. BREWER, whose name as County Administrator of the Baldwin County Commission, as the governing body of BALDWIN COUNTY, a political subdivision of the State of Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of such instrument, they, as such 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 11 day of June, 2013.

Jeannie M. Bonifay  
Notary Public

My Commission Expires: \_\_\_\_\_

[ Notarial Seal ]



STATE OF ALABAMA

COUNTY OF BALDWIN

I, Sarah Langston, a notary public in and for said county in said state, hereby certify that RICHARD PETERSON, whose name as Chairman of the Baldwin County Water Distributors Association, Inc., an Alabama 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this 4<sup>th</sup> day of June, 2013.

Sarah Langston  
Notary Public

My Commission Expires: 3/4/2017



**EXHIBIT A**  
**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.

# EXHIBIT A

## 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.