

**COUNTY COMMISSION  
BALDWIN COUNTY**

312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507  
(251) 937-0264 Main  
(251) 580-2500 Fax

[www.baldwincounty.al.gov](http://www.baldwincounty.al.gov)

**Anu Gary**  
Administration/Records Manager  
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(251) 580-2564

**Monica Taylor**  
Assistant Records Manager  
[mtaylor@baldwincounty.al.gov](mailto:mtaylor@baldwincounty.al.gov)  
(251) 580-1696

September 25, 2019

Sergeant Richard Springsteen  
IT Director  
Orange Beach Police Department  
City of Orange Beach  
Post Office Box 1039  
Orange Beach, Alabama 36561

**RE: Memorandum of Understanding between Baldwin County Commission and City of Orange Beach (Orange Beach Police Department) to Utilize Storage Space in the Baldwin County Commission Data Center**

Dear Sergeant Springsteen:

Please find enclosed a **full executed copy** of the *Memorandum of Understanding* approved during the September 3, 2019, Baldwin County Commission meeting between the City of Orange Beach (Orange Beach Police Department) and the Commission to utilize storage space in the Baldwin County Commission Data Center located at 105 West 3<sup>rd</sup> Street Bay Minette, Alabama 36507. The terms of this *Agreement* will commence on July 2, 2019, and remain until either party elects to terminate the *Agreement*.

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

Sincerely,

ANU GARY, Administration/Records Manager  
Baldwin County Commission

AG/met Item BG1

cc: Brian Peacock

ENCLOSURE(S)

**RECEIVED**  
AUG 20 2019  
BY: Met

**MEMORANDUM  
OF  
UNDERSTANDING**

**CITY OF ORANGE BEACH  
BALDWIN COUNTY COMMISSION**

## MEMORANDUM OF UNDERSTANDING

Baldwin County Commission  
and  
City of Orange Beach Police Department

This Memorandum of Understanding (sometimes referred to herein as "Memorandum") is made and entered into by and between the Baldwin County Commission, the governing body of Baldwin County, Alabama, 322 Courthouse Square, Bay Minette, Alabama 36507, and the City of Orange Beach, Alabama, on behalf of the Orange Beach Police Department, 4480 Orange Beach Boulevard, Orange Beach, Alabama 36561 (the City of Orange Beach and the Orange Beach Police Department are sometimes referred to herein collectively as the "Orange Beach Police Department").

**WHEREAS**, the Orange Beach Police Department desires use of Server Rack Space located at the Baldwin County Commission Annex IV Building, 105 West 3<sup>rd</sup> Street, Bay Minette, Alabama 36507.

**NOW, THEREFORE**, the Baldwin County Commission and the City of Orange Beach, on behalf of the Orange Beach Police Department, hereby reduce their understanding to writing as follows:

### 1. TERM:

The arrangements made by this Memorandum shall remain in place from July 2, 2019, and shall renew on an annual basis for up to three (3) years, unless either party elects to terminate the Memorandum for the use and/or access to the Server Rack located at the Annex IV Building, 105 West 3<sup>rd</sup> Street, Bay Minette, Alabama. In the event either party elects to terminate the Memorandum, thirty (30) days written termination of termination of the Memorandum shall be given by the terminating party.

### 2. SERVICES:

- (A) The Baldwin County Commission agrees to provide space in their server rack for the Orange Beach Police Department to **store** one DL360 server containing their Spillman / Motorola Solutions public safety software (RMS), Computer-Aided Dispatch (CAD), Jail Management, Crime & Data Analytics and Mapping/Geographic Information System (GIS).
- (B) The Baldwin County Commission agrees to provide space in their server rack to **store** Synology RS816 Network-attached storage (NAS).
- (C) The Baldwin County Commission agrees to provide space for the **storage** of one Edge Switch to provide fiber connectivity.
- (D) The Orange Beach Police Department will contract with Uniti Fiber for the fiber optic internet services. Orange Beach Police Department will pay for the fiber service from Uniti Fiber.
- (E) The Orange Beach Police Department will utilize the current Uninterruptible Power Supply provided by the Baldwin County Commission.
- (F) The Baldwin County Commission agrees to provide escorted access to the server for general maintenance during normal business hours.

- (G) In the event of an emergency outage, the Baldwin County Commission agrees to provide escorted access to the server rack during non-business hours.

### **3. 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 Memorandum. 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 parties.

**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 CITY OF ORANGE BEACH OR THE ORANGE BEACH POLICE DEPARTMENT.** 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 City of Orange Beach's or the Orange Beach Police Department'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 equipments 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.

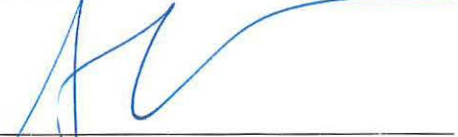
### **4. GENERAL UNDERSTANDINGS:**


- (A) This Memorandum of Understanding reflects the full and complete understanding of the Baldwin County Commission and the City of Orange Beach and may be modified or amended only by a document in writing executed by the Baldwin County Commission and the City of Orange Beach with the same formality of the Memorandum of Understanding.

(B) This document is not meant in any way to bind, or to be a contractual obligation of, either the Baldwin Commission or the City of Orange Beach.

**5. IN WITNESS WHEREOF**, this Memorandum of Understanding shall be signed on behalf of the City of Orange Beach and the Baldwin County Commission. This Memorandum of Understanding shall be effective as of the date this Memorandum is executed by the last party to sign.

CITY OF ORANGE BEACH, ALABAMA

  
\_\_\_\_\_  
Tony Kennon, Mayor / 9/16/2019  
Date

ATTEST:   
\_\_\_\_\_  
Renee Eberly, City Clerk



STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said county, in the State, hereby certify that Tony Kennon, whose name as Mayor of the City of Orange Beach, Alabama, and Renee Eberly, whose name as City Clerk of the City of Orange Beach, 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 this Memorandum of Understanding, they, as such officers and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this day of Sept. 16, 2019

  
\_\_\_\_\_  
Notary Public, Baldwin County, Alabama

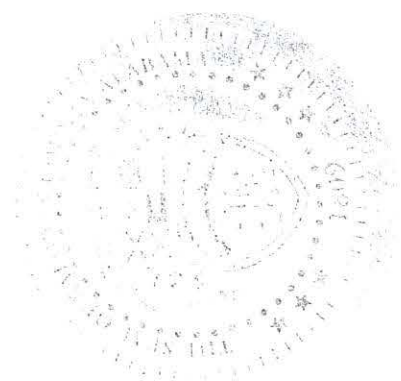
My Commission Expires: \_\_\_\_\_



Commission expires 07/05/2020

BALDWIN COUNTY COMMISSION

Charles Gruber / 9/24/2019  
Charles Gruber, Chairman / Date



ATTEST: Wayne Dyess  
Wayne Dyess, County Administrator

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said county, in the State, hereby certify that Charles Gruber, whose name as Chairman of the Baldwin County Commission, and Wayne Dyess, whose name as County Administrator, 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 this Memorandum of Understanding, they, as such officers and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this day of Sept. 24, 2019

Monica E. Taylor  
Notary Public, Baldwin County, Alabama

My Commission Expires

