



COUNTY COMMISSION

BALDWIN COUNTY
P. O. BOX 1488
322 COURTHOUSE SQUARE
BAY MINETTE, ALABAMA 36507
(334) 937-9561
FAX (334) 580-2500
www.co.baldwin.al.us

file copy

DIST MEMBERS
1. JONATHAN H. ARMSTRONG
2. FRANK BURT, JR.
3. GEORGE A. PRICE
4. MARY FRANCES STANFORD
5. CHARLES A. (CHUCK) BROWDY
6. T. JOE FAUST
7. ALLEN D. PERDUE

COUNTY ADMINISTRATOR
ROBERT W. KONCAR

June 5, 2001

original copy
Contracts CIS
[Signature]

Ms. Charlotte J. Cabaniss, President
North Baldwin Literacy Council
Post Office Box 144
Bay Minette, AL 36507

RE: Interlocal Agreement to Provide Computer Networking Services to North Baldwin Literacy Council

Dear Ms. Cabaniss:

The Baldwin County Commission during the regular scheduled session assembled on June 5, 2001 approved the Interlocal Agreement to provide Computer Networking Services to the North Baldwin Literacy Council.

The initial cost to the County will be covered by the \$50 setup fee that has been quoted and the ongoing costs will be covered by the monthly rates as set forth in the attached fee schedule.

Please have the attached agreement executed and forward back to this office for full execution. A copy will be forwarded to you for your files.

If you have any questions, please do not hesitate to give me a call.

Sincerely,

T. Joe Faust

T. JOE FAUST, Chairman
Baldwin County Commission

TJF/klk

cc: David Pimperl
Kyle Baggett
Locke Williams

Attachments

STATE OF ALABAMA

BALDWIN COUNTY

INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT ("AGREEMENT") is made and entered into by and between the NORTH BALDWIN LITERACY COUNCIL ("LITERACY COUNCIL") and the BALDWIN COUNTY COMMISSION ("COUNTY") on this the 5th day of June, 2001;

WITNESSETH:

WHEREAS, the LITERACY COUNCIL has requested that the COUNTY connect the LITERACY COUNCIL'S personal computers to the COUNTY'S County Network under the guidance and direction of the COUNTY'S Communication & Information Systems Department (CIS); and

WHEREAS, the COUNTY has agreed to provide said services and acknowledges that by providing the same they are benefiting the citizens of Baldwin County.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto do AGREE as follows:

1. SERVICES PROVIDED

The Baldwin County Communications & Information Systems Department (CIS) will network and maintain the Literacy Council's Personal Computer(s) as set forth below.

Services will Include:

Setting up the Literacy Council on the County Network, to provide Internet Access.

Providing required internal cabling.

Connecting desktop PC(s) to County provided network equipment (i.e. Ethernet hubs or switches).

Setting up user ids, user directories, and departmental directories on the County server.

Administering access security as directed by Literacy Council's contact person.

Providing Installation, Technician, Programmer, and Repair services as required.

Literacy Council's Responsibilities:

Identify a contact person that is authorized to request services and make decisions as relates to user setups & security.

Literacy Council, by signing of this agreement, acknowledges that the County may monitor electronic communications for purposes as outlined in the County Electronic Communication Policy, which is attached as Exhibit 1 and incorporated herein as though fully set forth. Literacy Council agrees to abide by the guidelines for appropriate use as outlined in the Policy. Literacy Council agrees to take appropriate action if any illegal or inappropriate use is discovered. Failure by Literacy Council to remedy such a situation could result in immediate termination of this agreement by the County.

County Responsibilities:

Provide trained staffing, test equipment, and network equipment necessary to fulfill obligations set forth in this agreement.

Limitations:

County will install & maintain the network as outlined above. County will at the request of the Literacy Council provide troubleshooting & repair services on Literacy Council PC(s), but this will be on a time & material basis as set forth in the rate schedule. Other computer and network services that are not part of this agreement can also be provided on a time material basis if the Literacy Council so desires.

County will network Literacy Council PC(s) where outside plant infrastructure exists within the County Network. This will be at rates set forth in the rate schedule. If Literacy Council desires other facilities networked that do not have outside plant infrastructure in place, County will work with Literacy Council to determine best method and cost of providing service to those facilities. This will be handled on a case by case basis.

2. PAYMENT FOR SERVICES

For the services in Section 1 the Literacy Council will pay the County based on the same rate schedule setup for County Departments. Current rate schedule and definition of rates is attached as Exhibit 1 and incorporated herein as though fully set forth. Payments will be due 30 days after the beginning date of this agreement every month thereafter.

3. TERM OF AGREEMENT

The effective date of this Agreement is the date hereinabove set forth in the initial paragraph. The services described in this agreement shall begin 10 days after said date. The initial term of this Agreement shall be for one (1) year and the Agreement will automatically renew on an annual basis, subject to termination as hereinafter set forth.

4. TERMINATION OF AGREEMENT


Either party may terminate this Agreement by 60 days written notice.

5. LIABILITY

The Literacy Council shall indemnify and hold the County harmless from any and all liability whatever kind and character for personal injury, wrongful death or property damage which may in any way arise from or result from the services provided by the County herein.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals with full authority so to do.

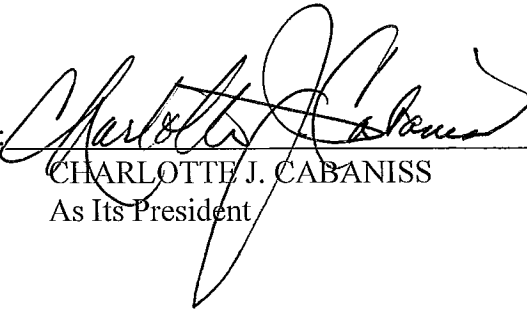
BALDWIN COUNTY COMMISSION

BY: 
T. JOE FAUST
As Its Chairman

ATTEST:


ROBERT W. KONCAR
As Its Administrator

NORTH BALDWIN LITERACY
COUNCIL

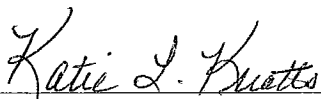
BY: 
CHARLOTTE J. CABANISS
As Its President

STATE OF ALABAMA)

BALDWIN COUNTY)

I, the undersigned authority, a Notary Public, in and for said County and State do hereby certify that T. JOE FAUST and ROBERT W. KONCAR, whose names as Chairman and Administrator of BALDWIN COUNTY COMMISSION are signed to the foregoing instrument and who are known to me, acknowledged before me on this date, that, being informed of the contents of said instrument they as such officers and with full authority so to do executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this the 5th day of June,
2001.

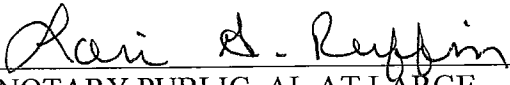

NOTARY PUBLIC, AL AT LARGE
My Commission Expires: My Commission Expires 07/16/2003

STATE OF ALABAMA)

BALDWIN COUNTY)

I, the undersigned authority, a Notary Public, in and for said County and State do hereby certify that CHARLOTTE J. CABANISS, whose name as President of NORTH BALDWIN LITERACY COUNCIL is signed to the foregoing instrument and who is known to me, acknowledged before me on this date, that, being informed of the contents of said instrument she as such officer and with full authority so to do executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this the 18th day of June, 2001.


NOTARY PUBLIC, AL AT LARGE
My Commission Expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Jan 19, 2004
BONDED THRU NOTARY PUBLIC UNDERWRITERS