



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

December 11, 2017

Mr. Eddie Tyler
Superintendent
Baldwin County Board of Education
2600 Hand Avenue
Bay Minette, Alabama 36507

RE: Memorandum of Understanding between Baldwin County Board of Education and Baldwin County Commission - Baldwin County Public Safety Microwave Network

Dear Mr. Tyler:

Enclosed is a **fully executed copy** of the *Memorandum of Understanding between the Baldwin County Board of Education (BCBOE) and Baldwin County Commission (BCC)* approved during the November 21, 2017, Baldwin County Commission meeting for the BCBOE to use the Baldwin County Public Safety Microwave Network for its school bus radio system.

This *MOU* is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this *MOU* and the governing bodies of the respective parties. This *MOU* shall remain in full force until January 31, 2025, or until terminated with or without cause by either party upon 60 days written notice.

If you have any questions or need further assistance, please do not hesitate to contact Ron Cink, County Administrator/Budget Director, at (251) 580-2550.

Sincerely,

ANU GARY, Administration/Records Manager
Baldwin County Commission

AG/met Item BA2

cc: Ron Cink

ENCLOSURE

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE BALDWIN COUNTY BOARD OF EDUCATION
AND
THE BALWIN COUNTY COMMISSION**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Baldwin County Board of Education (BCBOE), an agency of the State of Alabama, and the Baldwin County Commission (BCC),

2. **Background.** The Baldwin County Board of Education Transportation Department maintains a DMR Mototrbo trunk radio system with four RF sites for the school bus communications. These sites are connected by a wireless VPN using AT&T cellular routers. Occasionally, when a short radio transmission occurs after a long period of silence, the wireless VPN doesn't provide the path for the first part of a call to all of the other sites. This problem is caused by the lack of bandwidth availability from the AT&T Cellular Network.

Baldwin County Commission maintains a P25 Public Safety Radio system that uses four shared RF sites (Spanish Fort, Rabun, Magnolia Springs and Seminole) with the BCBOE school bus radio system. BCBOE is requesting to use the Baldwin County Public Safety Microwave Network located at those RF sites to provide connectivity for the bus system. A VLAN and a total of 300K of bandwidth will be needed at each site.

BCBOE will use fiber to connect to the Baldwin County Microwave system in order to reduce the possibility of lightning damage at each site. BCBOE will also add a DCB UT3302 Box to Gopher hill to add a redundant path from Rabun RF site to Spanish Fort RF site via APT. This would benefit both the P25 and the school bus systems by allowing a bypass in case the normal path fails.

3. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which the Baldwin County Commission would allow use of its Public Safety Microwave Network by the Baldwin County Board of Education.

4. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the respective parties. This MOU shall remain in full force

until January 31, 2025 or until terminated with or without cause by either party upon 60 days written notice.

5. **Responsibilities of BCBOE**. The BCBOE will be responsible for maintaining its own equipment and connections to the microwave system, BCBOE will also purchase a DCB UT3302 box for the Gopher Hill (Rabun) location. This unit will allow a redundant path for both the BCBOE and BCC from Rabun to Spanish Fort should the normal path fail. BCBOE will also assure all grounds and buildings are secure before leaving any of the four locations. BCBOE will ensure that only service agents approved by the BCC will work on anything portion of these connections/systems that could cause adverse effects to the BCC microwave network.

6. **Responsibilities of BCC**. The BCC will maintain all of its own equipment at each location. BCC does not guarantee service to the BCBOE. Should the system be scheduled repairs, BCC would make a reasonable effort to notify the BCBOE of the scheduled down date and time.

7. **General Provisions**

A. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU, which are mutually agreed upon by and between the parties to this MOU, shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

B. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Alabama. The courts of the State of Alabama shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the Judicial Circuit 11, District 28.

D. **Entirety of Agreement.** This MOU, consisting of four pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

E. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

F. **Sovereign Immunity.** The BCBOE and BCC and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

G. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

8. Signatures. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

IN WITNESS WHEREOF, each of the parties has caused this MOU to be executed in duplicate originals by their duly authorized representatives on the respective dates entered below.

BALDWIN COUNTY, ALABAMA

BY: *Frank Burt Jr.* 12/11/2017
T. Christopher Elliott, Chairman/Date

Frank Burt Jr.

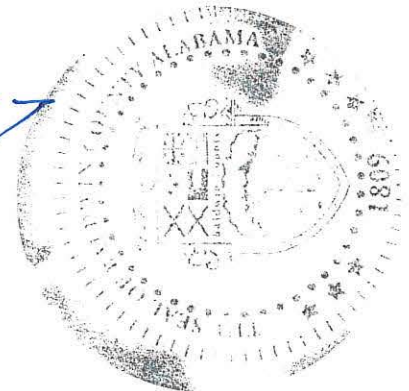
ATTEST:

Ronald J. Cink 12/11/2017
Ronald J. Cink, County Administrator /Date

Baldwin County Board of Education

BY: *Eddie Tyler* 10/19/2017

Eddie Tyler, Superintendent/Date



STATE OF Alabama

COUNTY OF Baldwin

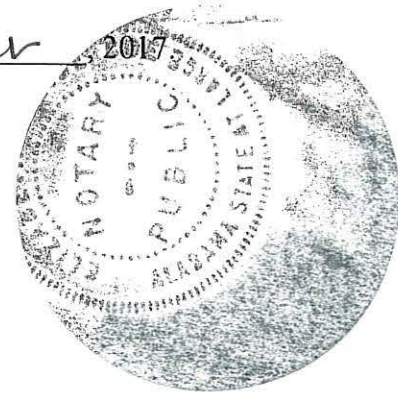
I, Elizabeth L. Coe, a Notary Public, in and for said County in said State, hereby certify that Eddie Tyler, whose name as Superintendent of the Baldwin County Board of Education, a public entity, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal this 19th day of October 2017

Elizabeth L. Coe

Notary Public, Alabama County, Baldwin

My Commission Expires: 5/13/2019



STATE OF ALABAMA

COUNTY OF BALDWIN

I, Monica E. Taylor, a notary public in and for said county in said state, hereby certify that ~~T. Christopher Elliott~~ ^{Francis Byrd, Jr.}, whose name as Chairman of the Baldwin County Commission, and Ronald J. Cink, whose name as County Administrator of the Baldwin County Commission, 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 11th day of December, 2017.

Monica E. Taylor
Notary Public, Baldwin County, Alabama

My Commission Expires:

