

**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 used fiber to connect to the Baldwin County Microwave system in order to reduce the possibility of lightning damage at each site. BCBOE added a DCB UT3302 Box to Gopher hill to add a redundant path from Rabun RF site to Spanish Fort RF site via APT. This benefits 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, 2028 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 purchased 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.





STATE OF ALABAMA

COUNTY OF BALDWIN

I, \_\_\_\_\_, a Notary Public, in and for said County in said State, hereby certify that Matt McKenzie, as Chairman of the Baldwin County Commission, and Roger Rendleman, 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 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 \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

My Commission expires: \_\_\_\_\_

STATE OF ALABAMA

COUNTY OF Baldwin

I, Elizabeth Louise Coe, a Notary Public, in and for said County in said State, hereby certify that Eddie Tyler, as Superintendent of the BCBOE, 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 Superintendent of the BCBOE and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said BCBOE.



Given under my hand and seal this the 10th day of December, 2024.

Elizabeth Louise Coe  
\_\_\_\_\_  
Notary Public,  
My Commission expires: 4/10/2027