

MEMORANDUM OF UNDERSTANDING

Between

Carroll County Government,
Carroll County Public Schools,
Carroll County Public Library,
Carroll Community College

For

the Carroll County Public Network (hereinafter the "CCPN")

THIS MEMORANDUM OF UNDERSTANDING (hereinafter the "MOU") is made and entered into this 14th day of October, 2004 by and between the County Commissioners of Carroll County, Maryland, a body corporate and politic and a political subdivision of the State of Maryland (hereinafter "CCG"), the Board of Education of Carroll County, Maryland, a body corporate of the State of Maryland (hereinafter "CCPS"), the Carroll County Public Library, a body corporate of the State of Maryland (hereinafter "CCPL"), and the Carroll Community College, a body corporate of the State of Maryland (hereinafter the "CCC").

RECITALS

1. CCG, CCPL, CCPS, and CCC (hereinafter collectively the "Partners" or individually the "Partner") have determined that the interests and welfare of the citizens of Carroll County will be best served at this time by a public, non-profit, data communications network using innovative technology to deliver high speed data and bandwidth.
2. CCG, CCPL, CCPS, and CCC have informally cooperated with each other to assess the feasibility, design, development, and management of a high-speed fiber optic data communications network.
3. CCG, CCPL, CCPS, and CCC have engaged in mutually beneficial relationships regarding technology in the past and have realized cost savings and other tangible and intangible benefits.
4. The mission of the CCPN is to provide access needed in today's information-based world and to close the digital divide for Carroll County citizens through the cooperation of public agencies. The vision of CCPN is to bring opportunities, inherent in both the technology and resources, to Carroll County so that the Partners may better communicate with citizens, attract economic development to the region, improve the services and general quality of life, and prepare students and the community for success. The CCPN objective is to enhance Carroll County's telecommunications opportunities through the implementation of innovative technologies, to eliminate duplication of effort, to reduce the overall financial expense of operation and maintenance through consolidation and economies of scale, and to serve as a contact point on data communications and infrastructure for officials, managers, and technicians among the partnership.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, CCG, CCPS, CCPL, and CCC hereby agree as follows:

Article I
Purpose and Scope

- A. Purpose. The purpose of this MOU is to establish a framework for cooperation among the CCPN Partners. This MOU is designed to make it easier and more efficient for officials, managers, and technicians of CCG, CCPS, CCPL, and CCC to work together, as appropriate, in addressing infrastructure, management, and financial needs.
- B. Scope. This MOU shall serve as an umbrella agreement that sets forth the general terms and conditions under which CCPN Partners will cooperate in activities involving infrastructure, fiscal, technical, and governance issues.
- C. Background. The Recitals to this MOU are incorporated herein by reference and are deemed a substantive part of this MOU.
- D. Other Agreements. This MOU shall not in any manner restrict any Partner's right to participate in other similar activities or arrangements with other public or private agencies, organizations, or individuals.

Article II
Term and Definitions

- A. Term of MOU. This MOU shall remain in effect for a period of five (5) years from the effective date hereof, unless otherwise terminated by the mutual consent of the Partners. Following the initial five (5) year term, this MOU shall automatically renew annually on its anniversary date.
- B. Definitions.
 - 1. "CCPN" means the collective entity that makes up and enables the exchange of data communications among the Partners and from the Partners to the Internet.
 - 2. "CCPN Infrastructure" means assets that are used solely for the transport of data communication within the CCPN, specifically the cabling infrastructure. All equipment used to connect to the "CCPN Infrastructure" shall be the exclusive property and responsibility of the individual Partners.
 - 3. "Partner" means CCG, CCPL, CCPS, or CCC. The Partners are the original parties to this MOU.
 - 4. "User" means an organization that has been added to the CCPN in any manner, including but not limited to, direct cable connection, wireless connection, dial-up accounts, and web services. Based on the scope of

involvement and the determination of an interagency committee of Partners, Users can be incorporated as Partners with all of the duties and responsibilities covered in this MOU.

Article III
Agreement and Responsibilities

- A. Maintenance of Effort. The CCPN Partners agree to share in the responsibility for the design, research, and information sharing as related to the CCPN. This may include, at some point in the future, the oversight of a 3rd party vendor and/or equipment maintenance, equipment replacement, and enhancement, technical support, and management of the CCPN Infrastructure. (Collectively, the "Maintenance of Effort")
- B. The CCPN Partners shall:
1. provide technicians to equitably share technical support for the CCPN;
 2. pursue grants to support the infrastructure that can be mutually shared by all;
 3. cooperate in mutual areas of interest and share data, information, and findings of mutual concern;
 4. develop agreements for specific work when mutually beneficial and agreeable;
 5. cooperate and support the operation of all projects of mutual interest;
 6. regularly provide updates on project activities, technology application, development and related work pertaining to cooperative activities covered under this MOU;
 7. maintain and routinely update an inventory of the CCPN infrastructure;
 8. establish an Interagency CCPN Committee (hereinafter the "Committee"), consisting of a minimum of two members representing each Partner, for purposes of enhanced project coordination. The primary responsibility of the Committee shall be to coordinate related projects and research. It is desirable that the CIO and a designated Technical Staff Member from each of the CCPN Partners be members of this committee.
 9. establish a form of governance for the Committee to oversee operations of the CCPN to include, but not be limited to: appointment of a chairperson(s), secretary, and central point of contact; rules for the organization and conduct of meetings; and the processing and maintenance of CCPN documentation.

Article IV
Financial Obligations

- A. This MOU is neither a fiscal nor funds obligation document. Any activities involving the reimbursement or contribution of funds by and between the Partners under this MOU shall be handled in accordance with all laws, regulations, and procedures applicable to each Partner and shall be documented in written agreements, which agreements shall reference this MOU.
- B. This MOU defines in general terms the basis on which the Partners shall cooperate and as such, does not and shall not constitute a specific financial obligation to serve as a basis for expenditures by any Partner. Each Partner shall provide funding, human resources assistance, equipment, supplies, facilities, training, public information, and expertise to the extent that their participation is required and resources are available. Grants received by a Partner for the benefit of the CCPN infrastructure shall not automatically be construed as rationale for reducing the financial responsibilities of the other Partners, individually or collectively.
- C. This MOU does not and shall not obligate any of the Partners to expend appropriations or to enter into any agreements, contracts, or other obligations.

Article V
Terms of Understanding

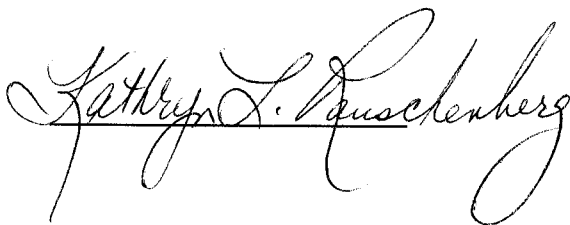
- A. Effective Date. This MOU shall take effect upon the date first written above.
- B. Modifications. This MOU may be renegotiated, amended, or modified at any time by the unanimous written agreement of all of the Partners.
- C. Termination.
 - 1. Any Partner may at its option and discretion terminate its participation in this MOU by providing written notice and explanation to the other Partners at least ninety (90) calendar days in advance of the effective date of such termination.
 - 2. The termination of a Partner shall not affect the validity or duration of activities or agreements that have been initiated under this MOU prior to such termination. In the event of the termination by a Partner, the physical assets of the terminating Partner that (i) are part of and essential to the CCPN Infrastructure and operations at the time of termination, and (ii) were acquired on or after the effective date of this MOU, shall become the property of the remaining CCPN Partners as part of the CCPN Infrastructure.
- D. Review. This MOU shall be reviewed annually at one of the regularly scheduled CCPN Committee meetings.

Article VI
Publications and Release of Information

- A. Publications documenting cooperative efforts may be prepared by a Partner, or jointly, provided that all Partners have an opportunity to review manuscripts prior to publication. To the extent possible, decisions involving authorship, review of reports, and other conditions and circumstances shall be addressed during preparation of interagency agreements referencing this MOU. A good faith effort shall be made to reconcile differences of viewpoint among the Partners with respect to CCPN. However, such differences shall not prohibit a Partner from publishing its own data or information, provided the Partner assumes sole responsibility and gives appropriate credit to the other Partners and CCPN.
- B. The Partners agree that sharing credit is mutually beneficial, and shall make every effort to assure that appropriate citation and attribution, including the use of official Partner visual identifiers, is given for work performed under this MOU.
- C. Public information products, including news releases, reports, briefing papers, or other information products, are subject to same terms and conditions as other publications.
- D. Any commitment of a Partner to preserve the confidentiality of information is subject to all applicable federal, State and local laws and regulations.

IN WITNESS HEREOF, the County Commissioners of Carroll County, Maryland, The Board of Education of Carroll County, the Carroll County Public Library, and the Carroll Community College have executed this Memorandum of Understanding on the date first written above.

ATTEST:



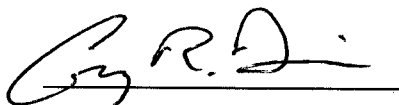
THE COUNTY COMMISSIONERS
OF CARROLL COUNTY, MARYLAND

By: 

Title: _____

Chief of Staff

ATTEST



BOARD OF EDUCATION OF CARROLL
COUNTY

By: 

Title: _____

Superintendent of Schools

ATTEST:

Scott Renshaw

CARROLL COUNTY PUBLIC LIBRARY

By: Paul D. Griffith

Title: Acting Director

ATTEST

Carole Spring

CARROLL COMMUNITY COLLEGE

By: Dr. Faye Pappalardo

Title: President