



# COUNTY COMMISSION

BALDWIN COUNTY  
312 Courthouse Square, Suite 12  
BAY MINETTE, ALABAMA 36507  
(251) 937-0264  
Fax (251) 580-2500  
www.baldwincountyal.gov

MEMBERS  
DISTRICT 1. FRANK BURT, JR.  
2. ROBERT E. (BOB) JAMES  
3. J. TUCKER DORSEY  
4. CHARLES F. GRUBER

June 3, 2014

Mr. Jeb Hargrove  
IT Section Chief  
Alabama Emergency Management Agency  
Post Office Drawer 2160  
Clanton, Alabama 35046

**RE: Agreement with the Alabama Emergency Management Agency for the Use of the Emergency Management Information Tracking System (EMITS)**

Dear Mr. Hargrove:

The Baldwin County Commission, during its regularly scheduled meeting held on June 3, 2014, took the following actions:

- 1) Approved the *User Agreement* between the Alabama Emergency Management Agency and the Baldwin County Commission, which will allow the Baldwin County Emergency Management Agency access to the Emergency Management Information Tracking System (EMITS) system; and
- 2) Authorized the execution of the *User Agreement* and any other related documents.

Enclosed are two (2) **executed original** *User Agreements*. Please have the *Agreements* executed and return a **fully executed original Agreement** to this office to the attention of Anu Gary, Records Manager, for our file.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 972-6833 or Mitchell Sims, Emergency Management Agency Director, at (251) 972-6806.

Sincerely,

CHARLES F. GRUBER, Chairman  
Baldwin County Commission

CFG/met Item BE1

cc: Mitchell Sims  
Danon Hoagland

ENCLOSURE(S)

# Emergency Management Information Tracking System EMITS Users Agreement Version I

This Users Agreement (UA) is between the Alabama Emergency Management Agency (AEMA) and the person or entity executing this agreement (USER) requesting access to the Emergency Management Information Tracking System (EMITS). The USER must read and agree to the terms and conditions of this UA before access to EMITS will be granted.

WHEREAS, AEMA provides certain entities with limited access to its Emergency Management Information Tracking System;

WHEREAS, EMITS is an information tracking system that provides the common operating picture and situational awareness needed by Alabama's emergency management community and other entities to protect lives and safeguard citizens before, during and after a disaster;

WHEREAS, EMITS is only available to certain governmental entities and private sector entities that provide certain necessary emergency management functions;

WHEREAS, EMITS shall only be available to those governmental agencies and private sector entities that have a necessary role in emergency response and shall not be available for personal and/or corporate gain.

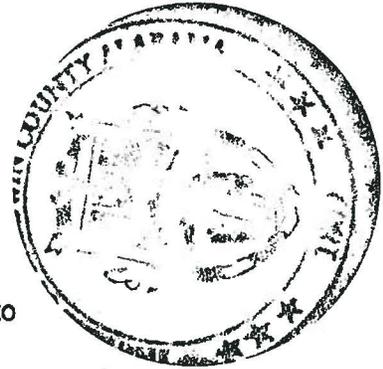
1. AEMA grants to the User a non-exclusive, non-transferable license to use certain features of EMITS for **GOVERNMENT PURPOSES ONLY**. By executing this UA, User agrees and understands that it may not be used for personal or commercial gain.
2. The USER may terminate the terms and conditions of this UA at any time by permanently deleting EMITS from its computer in its entirety, if installed; and notifying AEMA. The USER's rights are automatically and immediately terminated without notice from AEMA if it fails to comply with any provision of this UA. AEMA reserves the right to terminate OR SUSPEND this UA at any time and for any reason. If AEMA terminates this UA for any reason, the USER must immediately delete EMITS from its computer, if installed.
3. The USER acknowledges and agrees that the AEMA has a proprietary interest in EMITS. Consequently, it is agreed by and between the parties that neither the USER nor any of its contractors and subcontractors shall sell, distribute, reveal or communicate in any fashion to third parties any information coming to it as a result of this UA without the express written consent of the AEMA.
4. The information contained in EMITS is derived from a variety of public and private sector sources considered dependable, but the accuracy, completeness, and currency thereof are not guaranteed. **AEMA makes no warranties, expressed or implied, as to the accuracy, completeness, currency, reliability, or suitability for any particular purpose of information or data contained in or generated from EMITS. Additionally, neither AEMA nor any agent, servant or employee thereof assumes any liability associated with the use of this data, and assumes no responsibility to maintain it in any matter or form.**
5. There shall be no assignment of any interest in this UA nor should there be any transfer of any interest in the same whether by assignment or novation, without the prior consent of AEMA thereto. This is the entire agreement of the parties and this UA supersedes all proposals or oral or written agreements previously understood or negotiated, and all other communications between the parties with respect to the subject matter hereof shall be included herein.

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JUL 24 2014

BY: CFC

6. Parties agree and understand that the relationship hereby created in no way signifies that either party either represents or acts on behalf of the other, or this UA in no way creates an agency relationship among the Parties. The Parties, therefore, are individually responsible for their own compliance with any applicable Federal, State or local law or regulation.
7. All access will be routed through the AEMA Domino Server. AEMA will assign appropriate user id and passwords upon receipt of this request form properly completed.
8. AEMA will provide the USER with one username and password to access EMITS. AEMA will provide the username and password to the USER designated representative named below.
9. The USER's designated representative is responsible for distributing the username and password to those individual's in the USER's organization that requires access to EMITS.
10. **The USER's designated representative is responsible for notifying AEMA when an employee with knowledge of the username and password is no longer employed by the USER. AEMA will change the USER's username and password to ensure continued security.**
11. The User accepts full responsibility for the security of its computer equipment from intruders.
12. By requesting access to EMITS, the USER certifies it has a verifiable need to have access to EMITS.
13. **The User ID and password assigned to USER to allow access to EMITS will be for the sole use of that entity and shall not be shared with anyone other than those employees that need access to EMITS.**
14. AEMA maintains anti-virus software and virus definitions on its servers; however, it does not accept responsibility for any downloads containing a virus.
16. The user's password will be changed every 90 days or as AEMA deems necessary. This password will be emailed to the signer of this UA as provided below.

**EMITS Users Agreement**  
for  
**EMITS-Access**  
Version I



I, Charles F. Gruber, Baldwin County Commission, am requesting access to  
(DESIGNATED REPRESENTATIVE)  
EMITS through the Alabama Emergency Management Agency.

I have read the items of the User Agreement and concur.  
I further understand that violations can result in access being revoked.

Charles F. Gruber Baldwin Co, Alabama 6-3-2014  
Signature Agency Date

cgruber@baldwincountyal.gov  
Email Address

If an employee leaves, please email us at [esf5@ema.alabama.gov](mailto:esf5@ema.alabama.gov)

NOTE: Please remove the top sheets and keep for your reference and return this page to:

Alabama Emergency Management Agency  
ATTN: Planning Section  
P O Box 2160  
Clanton, AL. 35046-2160

**FOR AEMA USE:**

Response Division Chief Approval: [Signature]

Planning Section Chief Approval: [Signature]

Access Type:  Read Only  Read/Write

Date Activated: Already Active  
Credentials added to Account Database: [Signature]  
(EMITS Administrator(s))