

**AGREEMENT FOR PROVIDING REDUNDANT FIBER OPTIC CONNECTION FOR THE DELIVERY OF EMERGENCY COMMUNICATION SERVICES**

This Agreement is entered into by and between Baldwin County, a governmental agency (“County”) and Baldwin County Emergency Communication District (“Baldwin County E-911”) (herein jointly referred to as the “Parties”) to provide redundant fiber optic connection for the delivery of emergency communication services.

**Recitals**

**Whereas**, Baldwin County E-911 desires to establish a redundant fiber optic connection in Baldwin County for the delivery of emergency communication services; and

**Whereas**, County currently has an active fiber optic communications system in place in Baldwin County;

**Whereas**, the Parties recognize the need to provide this redundant fiber optic connection to improve communications capability for the benefit of citizens serviced, both directly and indirectly, by both Parties in relation to the emergency communications system, and to enhance the availability and reliability of Baldwin County E-911 dispatch capabilities and thereby have a positive impact on overall public safety;

**Whereas**, County wishes to accommodate the request of Baldwin County E-911 and provide a redundant fiber optic connection for the delivery of emergency communication services.

**Now, therefore, in consideration of the mutual promises and covenants contained herein, the Parties hereby agree as follows:**

RECEIVED  
MAR 18 2011  
BY: ME

## **Agreement**

This Agreement is entered into by and between Baldwin County, a governmental agency (“County”) and Baldwin County Emergency Communication District (“Baldwin County E-911”).

**Section 1. Recitals Included.** The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.

**Section 2. Grant of Authority.** County hereby grants to Baldwin County E-911 the non-exclusive and limited authority to establish and maintain a mode of redundant telecommunications transmission across the fiber optic solely owned and operated by County and/or fiber optic lines granted to County under any active IRU Agreement that may exist between County and a third party, subject to the limitations as set forth in the attached Exhibit 1.

County further grants to Baldwin County E-911 the non-exclusive and limited authority to maintain a backup dispatch location in that room known as Room 110 in Baldwin County Annex II Building. The County will provide authorized Baldwin County E-911 staff with keys and access to the Baldwin County Annex II Building and to Room 110, but reserves the right to retain access to the room for building maintenance and emergency access purposes. County agrees to provide this room for the first term of this agreement or longer thereafter until it is needed for other County purposes.

**Section 3. Compensation.** Baldwin County E-911 shall be exempt from any fee or other charge associated with use of County’s fiber optic lines, so long as the fiber optic transmission lines are not used by Baldwin County E-911 to generate revenue. In the event the lines are used by Baldwin County E-911 to generate revenue, the Parties shall negotiate any and all such fees and/or charges then associated with the use of the subject fiber optic lines.

**Section 4. Effective Date, Duration and Term.** This Agreement shall be effective upon the date of full and complete execution. The term of this Agreement shall be from the date of full execution, extending twelve (12) months.

thereafter, and automatically renews annually unless terminated by either party in writing thirty (30) days prior to the expiration date. Nothing herein stated shall prohibit the County from otherwise terminating this Contract according to the provisions herein. This Agreement may be terminated by either party by giving written notice 120 days before the date that termination shall take effect.

**Section 5.** Grant of Non-Exclusive Authority. The right to use and transmit over the fiber optic lines for the purposes herein set forth shall not be exclusive, and County reserves the right to grant the use of said fiber optic lines to any person at any time and for any lawful purpose. This Agreement shall not be construed to create any rights beyond its terms, conditions, and periods set forth in this Agreement, except as provided herein. County does not warrant any of the rights granted by this Agreement. The limitations of this grant of authority are specified in the attached Exhibit 1.

**Section 6.** Disclaimer of Warranties. County in no way warrants or guarantees the availability of transmission over the subject fiber optic lines. Reasons that may affect, interrupt, cause failure or otherwise limit transmission over fiber optic lines include, but are not limited to, the following: a power outage; a fiber optic line cable being cut, equipment not configured properly, and/or any event above and beyond our reasonable control , including without limitation any government actions, fire, work stoppages, civil disturbances, interruptions of power or communications to County or any facilities used by or for County, failure of internet, hosting , telecommunications, or other services to County or facilities used by or for County, natural disasters, acts of God, or acts of terrorism or war, or the lines not being compatible with the software and/or equipment used by Baldwin County E-911.

County makes no warranties, express or implied, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, title or non-infringement or any warranty arising by usage of trade, course or dealing or course of performance or any warranty that the fiber optic lines or any other product or service provided by the County will meet the requirements of Baldwin County E-911. Without limiting the foregoing, the County does not warrant that the fiber optic lines or any other product or service provided will be without failure, delay, interruption, error, degradation of voice quality or loss of content, data or information. Neither the County nor its officers, director, employees, affiliates or agents will be liable for unauthorized access to the County's or Baldwin County E-911's transmission facilities or premises equipment or for unauthorized access to, alteration, theft or destruction of, customer's data files, programs, procedures or information through accident, fraudulent means, or equipments or any other method, regardless of whether such damage occurs as a result of the County's or its agent's or vendor's negligence. Statements and descriptions concerning the fiber optic lines and any

other product or service of the County's are informational and are not given as a warranty of any kind.

We do not warrant or guarantee that the information sent, relayed, carried or delivered through any third parties' networks/services will reach its destination or its correct address or recipient, or that the details of the recipient or sender are correct or accurate. County shall not be liable for, and shall be excused from, any failure to deliver or perform, or for any delay in delivery or performance of 911 services due to causes beyond our reasonable control.

**Section 7. Right to Interrupt.** County specifically reserves the right to interrupt Baldwin County E-911's use of the lines subject of this Agreement for any reason that County may deem necessary for proper function, maintenance, and safety of governmental functions. Notwithstanding this reservation of right and absent an emergency, the County will make every attempt to provide Baldwin County E-911 at least 24 hours notice of any such interruption, but will work with the E911 Director, in instances when that is not feasible, to coordinate a time that will minimize the impact to E911 Operations.

**Section 8. Indemnity and Hold Harmless.** Baldwin County E-911 agrees to indemnify, defend, and hold harmless County, its elected officers, employees, agents, and representatives, against all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorney's fees and other costs and expenses of litigation, which may be asserted against or incurred by County or for which County may be liable, which arise from the negligence or willful misconduct of Baldwin County E-911, its employees, agents, or subcontractors arising out of the construction, maintenance, upgrade, repair or removal of fiber optic lines and/or facilities except for those claims, costs, losses, expenses, demands, actions, or causes of action which arise solely from the negligence, willful misconduct, or other fault of County. County does not and shall not waive any rights against Baldwin County E-911, which it may have by reasons of this indemnification. The indemnification by Baldwin County E-911 shall apply to all damages, penalties and claims of any kind, regardless of whether any insurance policy shall have been determined to be applicable to any such damages or claims for damages.

**Section 9. Further Liability** In no event or way will the County, its officers, directors, employees, affiliates, or agents, be liable for any direct, incidental, indirect, special, punitive, exemplary or consequential damages, or for any other damages, including but not limited to personal injury, wrongful death, property damage, loss of data, loss of revenue or profits, or damages arising out of or in connection with the use or inability to use the fiber optic lines, including inability to access emergency service personnel through the 911 dialing

service or to obtain emergency assistance. The limitations set forth herein apply to claims founded in all areas, including but not limited to breach of contract, breach of warranty, and product liability, and apply whether or not the County was informed of the likelihood of any particular type of damages.

**Section 10. Payment of Costs.** Baldwin County E-911 shall be responsible for all costs associated with the installation, repair and maintenance of the redundant fiber optic connection for the delivery of Baldwin County E-911 services, including but not limited to the following: any and all costs of initial set up of transmissions by Baldwin County E-911 over the fiber optic lines, any and all costs of Baldwin County E-911's on-going use of fiber optic lines, any and all costs of extending the existing fiber optic lines to any and all facilities that Baldwin County E-911 may need to use to further their operations, any and all costs associated with Baldwin County E-911's initial set up and on-going operation and use of adequate space as needed within of the County Computer Room, currently located in Baldwin County Annex II Building, to house a equipment rack, any and all costs associated with Baldwin County E-911's use of one office located in Baldwin County Annex II Building to serve as an operation location for up to three (3) dispatch stations to be used in case of need on a temporary basis, any and all costs associated with network connectivity specific to the needs to Baldwin County E-911, and any and all costs associated with providing and maintaining the electronics to light the subject fiber optic lines.

**Section 11. Notice.** Every notice or response required by this Agreement to be served upon County or Baldwin County E-911 shall be in writing and shall be deemed to have been duly given to the required party three (3) business days after having been posted in a properly sealed and correctly addressed envelope when hand delivered or sent by certified or registered mail, postage prepaid as follows:

The notices or responses to County shall be addressed as follows:

Baldwin County  
312 Courthouse Square, Suite 12  
Bay Minette, AL 36507

The notices or responses to Baldwin County E-911 shall be addressed as follows:

Baldwin County Emergency Communications District  
Post Office Box 924  
Robertsdale, Alabama 36567

County and Baldwin County E-911 may designate such other address or addressed from time to time by giving written notice to the other party as set forth in this Section.

**Section 12. Assignment.** The authority granted to Baldwin County E-911 in this Agreement shall not be sold, transferred, assigned or otherwise encumbered or disposed of, either by forced or voluntary sale or otherwise, without the prior written consent of County. County reserves the right to be reimbursed by Baldwin County E-911 for costs incurred by it in reviewing the request of transfer of authority.

**Section 13. Legal Compliance.** Baldwin County E-911 shall at all times comply with all applicable Federal, State, County, local and municipal laws and regulations. Baldwin County E-911 agrees to use the fiber optic lines only for lawful purposes. Baldwin County E-911 will be responsible for any and all liability that may arise out of content transmitted by Baldwin County E-911 or to any person, whether authorized or unauthorized, using the lines. County reserves all rights at law and equity to proceed against anyone who uses the lines illegally or improperly.

Baldwin County E-911 hereby consents to the County forwarding any unlawful or improper communications and information to appropriate governmental authorities and acknowledge that Baldwin County E-911 has been informed that the County may also forward communications and information to third parties in connection with lawful requests by governmental officials or by subpoena or court order.

**Section 14. Baldwin County Policy Statements.** It is not the intention of either party to conflict with any Policies as adopted by the County, specifically Policy 5.1, Policy 5.2, Policy 5.3 and Policy 8.10, copies of which are attached hereto as Exhibit 2. Both parties agree to adhere to these policies as they affect the uses under this Agreement. If this Agreement is found to conflict with any Commission Policies of the County, the Commission Policy shall take priority and control.

**Section 15. Insurance.** During the term of this Agreement, Baldwin County E-911 shall obtain and maintain the following insurance: (i) Commercial General Liability including coverage for (a) premises/operations, (b) independent contractors, (c) products/completed operations, (d) personal injury, (e) contractual liability, with combined single limit of not less than \$1,000,000.00 each occurrence or its equivalent naming the County as an additional insured; (ii) Worker's Compensation in amounts required by applicable law and Employer's Liability with a limit of at least \$1,000,000.00 each accident. Baldwin County E-911 has procured workers compensation and liability insurance as evidenced by the insurance certificates attached hereto as if fully set forth.

**Section 16. Rules of Construction.** The Parties hereto acknowledge that each party and its counsel have had the opportunity to review and revise this Agreement, and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits thereto.

**Section 17. Governing Law.** This Agreement shall be deemed to have been made in the State of Alabama and the validity of the same, its construction, interpretation, enforcement and the rights of the parties hereunder, shall be determined under, governed by and construed in accordance with the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder.

**Section 18. Severability Clause.** If any part, section or subdivision of this Agreement shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Agreement, which shall continue in full force and effect notwithstanding such holding.

**Section 19. Entire Agreement.** This agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by both Parties.

**Section 20. Failure to Strictly Enforce Performance.** The failure of the County to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by Baldwin County E-911 as constituting a default or be construed as a waiver or relinquishment of the right of the County to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

**SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the last day of execution by the County as written below.

COUNTY:

David E. Bishop 3/20/09  
David E. Bishop, Chairman / Date

ATTEST:

Michael L. Thompson, 3/20/09  
Michael L. Thompson, Administrator / Date

BALDWIN COUNTY EMERGENCY COMMUNICATIONS DISTRICT:

Christine M. Heger, 2/16/2009  
/ Date

State of Alabama )

County of Baldwin )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that, CHRISTINE M. HEGER an individual who is known to me and whose name is signed to the foregoing document, acknowledged before me on this day that, being informed of the contents of this Agreement, he/she executed same with full authority to do so.

Given under my hand and official seal, this the 16<sup>th</sup> day of Feb, 2009.

[Signature]  
Notary Public

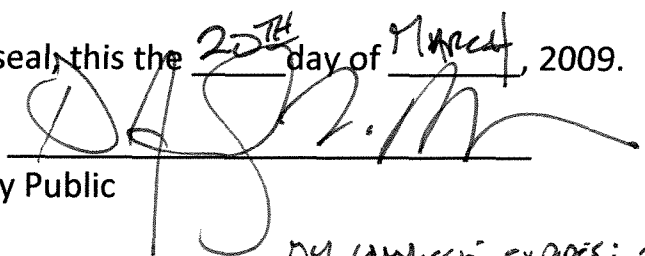


State of Alabama )

County of Baldwin )

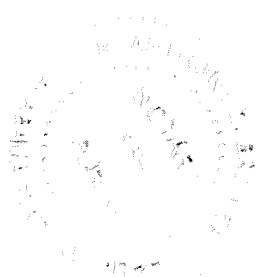
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that, DAVIDE. BISHOP, an individual who is known to me and whose name is signed to the foregoing document, acknowledged before me on this day that, being informed of the contents of this Agreement, he/she executed same with full authority to do so.

Given under my hand and official seal, this the 20<sup>TH</sup> day of March, 2009.



Notary Public

my commission expires: 2.8.2010



## EXHIBIT 1

*The following is meant to accurately define the initial configuration, responsibilities, and resources that are being provided under this Agreement for Providing Redundant Fiber Optic Connection for the Delivery of Communication Services. Because technology and methods change at a rapid pace, it is imperative that modification of these configurations be allowed, provided that both County and Baldwin County E-911 agrees with such modification, to take advantage of technological advancements or to overcome technical issues that may arise. Therefore, this Agreement will not need to be modified to implement such modification, as long as the overall intent and scope of the project are followed. Both County and Baldwin County E-911 will be responsible for maintaining accurate configuration information and documentation of changes made over time.*

- County will have installed a 24 strand single mode fiber (with 12 strands terminated) between the EOC Computer Room and the E911 Equipment Room using existing conduit between the buildings. Both buildings are in Robertsdale on adjacent property. Four fiber strands are required for this project, but there is capacity for future needs that may arise. Baldwin County E-911 has already sent authorization to proceed with this and has agreed to cover those costs.
- County will provision two dark fiber strands from the E911 Equipment Room in Robertsdale to the Annex II Building Computer Room in Bay Minette, using the existing County Fiber Network. Baldwin County E911 will be responsible for providing, installing, configuring, and maintaining the electronics equipment to light those fibers for their specific needs. The County will maintain the County Fiber Network including the two fiber strands provided to Baldwin County E911.
- County will provision a back-up path using an alternate route that can be used by Baldwin County E911 for redundancy. Because of the limited resources of the back-up path, the County will be providing this as a virtual tunnel using County provided electronics equipment to provision and manage that connection. Baldwin County E911 has indicated that they will need the equivalent of two T1s (3Mbps) for throughput. Baldwin County E911 has agreed to reimburse the County for any initial costs associated with setting up this virtual tunnel. The demarc will be an Ethernet connection in the E911 Equipment Room and in the Annex II Computer Room. Baldwin County E911 will be responsible for providing, installing, configuring, and maintaining the electronics equipment to make use of this virtual tunnel for their specific needs. County will be responsible for maintaining the backup path and the electronics equipment that provisions the virtual tunnel.
- County will provide sufficient space for one standard 19 inch equipment cabinet, sufficient power for equipment in that cabinet, and sufficient cooling for the equipment in that cabinet within the Annex II Computer Room. County will provide reasonable access to that equipment for Baldwin County E911 staff and contractors, but reserves the right to enforce security measures and/or monitored access to ensure the integrity and security of other County assets within that room.
- County will provide one room, described as Room 110, in the Annex II Building that will be used by Baldwin County E911 as a backup dispatch location. Baldwin County E911 will be responsible for providing, installing, configuring, and maintaining the necessary equipment and computers to meet their specific needs. County will provide authorized Baldwin County E911 Staff with keys and access to the Annex II Building and to this room, but reserves the right to retain access to the room for Building Maintenance and emergency access

purposes. County agrees to provide this room for the first term of this agreement or longer thereafter until it is needed for other County purposes.

- County will allow PSTN circuits to be installed in the Baldwin County Courthouse, Second Floor Telephone Room, for purposes of redundant paths to accept Baldwin County E911 calls from the public. Baldwin County E911 will be responsible for funding, ordering, coordinating, and maintaining those service plans. County will provide paths between the Courthouse and the Annex II Building using existing County copper cable to extend those circuits to the E911 equipment cabinet in the Annex II Computer Room. County will be responsible for maintaining the existing copper cable. Baldwin County E911 will be responsible for providing, installing, configuring, and maintaining the electronics equipment needed to extend the circuits as well as the electronics equipment required to utilize the circuits for their specific needs. Because of building security requirements, access to the Baldwin County Courthouse Telephone Room will have to be coordinated through the County CIS Department. Advance notice will be required, except in an emergency situation, in which case every effort will be made to provide immediate access.

## EXHIBIT 2

Consists of Baldwin County Commission Policies 5.1, 5.2, 5.3 and 8.10, which follow this page.

**EXHIBIT 2**  
*(to Agreement for Providing Redundant Fiber Optic Connection for  
the Delivery of Emergency Communication Services)*

<b>COMMISSION POLICY</b>	<b>POLICY #5.1</b>
<b>SUBJECT:</b> Electronic Information, Communications, & Technology Resources – Use, Transmission, & Storage	
<b>DATE ADOPTED</b> February 19, 2008	<b>PAGE (BCC MINUTES)</b> Page 26
<b><u>OBSELETE VERSIONS</u></b> <i>(Can be found in the Inactive Policy Book.)</i>	
<b>DATE ADOPTED</b> February 17, 1998	<b>PAGE (BCC MINUTES)</b> Book 20, pg. 117

*NOTE: (CHARACTERISTICS OF A GOOD POLICY AND PROCEDURE DOCUMENT) – A policy is typically a document that outlines specific requirements or rules that must be met. The overall goal is to write policies that are clear, concise and in simple language. If you use an acronym, spell it out the first time you use it.*

**POLICY STATEMENT**

This policy governs the use of all Electronic Technology Resources belonging to or used by Baldwin County. It includes, but is not limited to, all computer systems of any size and their attached peripherals, diskettes, magnetic tapes, CDs, DVDs, e-mail systems, telephone systems, voice-mail systems, fax systems, cellular telephones, pagers, software, network resources, and Internet resources. This policy shall apply to all persons who use the County’s Electronic Technology Resources, including but not limited to employees, independent contractors, and agents of the County. **The use of the term employee within this document will likewise include all persons who use the County’s Electronic Technology Resources.**

**PROCEDURAL REQUIREMENT**

1. Employees shall not use the Electronic Technology Resources except as required by their job responsibilities as employees of Baldwin County. Employees shall not use the Electronic Technology Resources, or any part thereof, to conduct any commercial activities separate from the business activities of Baldwin County. In addition, an employee shall not use the Electronic Technology Resources in connection with any other employment, including self-employment, of the employee.
2. No employee shall have exclusive use over the Electronic Technology Resources or any part thereof. No employee shall treat the Electronic Technology Resources, or any part thereof, as his or her personal property. Employees who desire to use the Electronic Technology Resources for limited, occasional or incidental personal use do so with the understanding and agreement that any information transmitted through or stored in the Electronic Technology

## EXHIBIT 2

*(An Agreement for Providing Redundant Fiber Optic Connection for  
the Delivery of Emergency Communication Services)*

Resources, (including, but not limited to, e-mail messages), and any printed data there from, will be considered by Baldwin County as business information of Baldwin County. Employees shall treat the Electronic Technology Resources like a "shared-file system"; with the expectation that files sent, received, or stored anywhere within the system will be available for view and other uses by any authorized representative of Baldwin County. Furthermore, any employee whose use of the Electronic Technology Resources interferes with his or her, or other employees', job performance or ability to perform assigned task when due, or results in any damage to the Electronic Technology Resources or other property of Baldwin County, will be subject to disciplinary action, up to and including termination.

3. Baldwin County reserves the right, in its sole discretion; to access, review, copy, modify, print or delete all information transmitted, used, or stored in the Electronic Technology Resources for any purpose it deems necessary. The County also reserves the right to disclose all such information to the members of the Baldwin County Commission, the County Administrator, the Personnel Director, or other persons designated by the County Administrator based upon a need to know, and otherwise as provided by applicable laws or regulations. The above information may also be used by Baldwin County in disciplining an employee, in the course of any grievance proceedings and any legal proceedings in which the above information is relevant.
4. Employees shall not use the Electronic Technology Resources or any other means of communication or equipment to engage in activities that are in violation of any federal or state law, or that are in violation of any policy of Baldwin County. The use of the Electronic Technology Resources for the transmission of defamatory, obscene, offensive, harassing messages or messages that disclose confidential or personal information without prior written authorization is strictly prohibited. To ensure that employees comply with these policies, or applicable law, Baldwin County may conduct periodic audits of the Electronic Technology Resources; including without limitation, individual personal computers, diskettes, CDs, DVDs, or backup tapes. The failure of any employee to comply with the terms of this Policy may result in disciplinary action, including and up to termination.
5. Confidential information received in the course of employment should never be transmitted or forwarded to individuals, agencies or other entities that are not authorized to receive the confidential information or to other employees of Baldwin County who do not require the knowledge of the information in order to perform their job responsibilities.
  - a. Employees shall exercise reasonable care in addressing e-mail messages to make sure that messages are not sent to persons who are not the intended recipients or to incorrect addresses. In particular, employees who use distribution lists should examine the list to make sure that all listed persons are appropriate recipients of the information and that their addresses are current.
  - b. No employee should routinely forward messages containing confidential information received by or accessed by Baldwin County to multiple parties, unless all recipients are authorized to receive the information individually.

## EXHIBIT 2

*(to Agreement for Providing Redundant Fiber Optic Connection for  
the Delivery of Emergency Communication Services)*

6. Employees shall under no circumstances copy, print, or forward to others outside Baldwin County any messages (or the contents thereof) sent to, or received from, the attorneys in the Baldwin County Legal Department or any other attorney who has represented or is representing Baldwin County. Employees shall not copy, print, or forward to others inside Baldwin County any messages (or the contents thereof) sent to, or received from, the attorneys in the Baldwin County Legal Department or any other attorney who has represented or is representing Baldwin County without first receiving written authorization from the subject attorney. Failure to comply with the provisions of this paragraph shall result in disciplinary action up to and including termination.
7. It is the intention of the Personnel Department to ensure that all personnel files are accurate, relevant, and safe from improper disclosure.
  - a. Current and former employees have the right to inspect and copy the information in their files. Individuals will be given access to their files only after he or she has made written request for the inspection or copying. An employee's personnel file will only be made available for his or her review and/or copying in the presence of the Personnel Director, or his or her designee in the Personnel Department, at a mutually convenient time and place.
  - b. Internal access to a personnel file must be approved by the Personnel Director and is limited to supervisors and managers who are considering the employee for a promotion, transfer, or other personnel related action. The circumstances must represent a legitimate and verifiable need to know specific information about the employee.
  - c. Baldwin County reserves the right to verify basic information such as employment status or job title without notifying the employee.
  - d. Employees who question the accuracy or completeness of information in their files should discuss their concerns with their Appointing Authority, Department Head, or supervisor as the case may be. The County will consider the objections of any employee and remove any erroneous or improper information.
8. Except in cases in which explicit authorization has been granted by County Management, employees are prohibited from engaging in, or attempting to engage in:
  - a. Monitoring or intercepting the files or electronic communications of other employees or third parties.
  - b. Obtaining access to systems or accounts they are not authorized to use.
  - c. Hacking systems or accounts.
  - d. Using other people's log-ins or passwords.
  - e. Breaching, testing, or monitoring computer or network security measures.

## EXHIBIT 2

*(to Agreement for Providing Redundant Fiber Optic Connection for the Delivery of Emergency Communication Services)*

- f. Connecting unauthorized equipment to the County network, such as Wireless Access Point, personally owned computers, etc.
  - g. Running or installing games on County computers.
  - h. Running or installing peer to peer file sharing programs on County computers.
  - i. Running or installing unauthorized software on County computers.
  - j. Copying of any software from County computers, for other than backup/archiving purposes.
  - k. Using the County resources to access, transmit, store, display, or request obscene, pornographic, erotic, profane, racist, sexist, or other offensive material (including messages, images, video, or sound).
  - l. Using County resources for personal gain or for the advancement of a political or religious belief.
  - m. Sending e-mail or other electronic communications that attempt to hide the identity of the sender or represent the sender as someone else.
9. Resource security must be maintained, and employees shall take all reasonable precautions, including: safeguarding their passwords, changing passwords on a regular basis, maintaining physical security around County equipment, and logging off or locking unattended workstations. At the end of the day the employee should log off the workstation. (This does not mean that it should necessarily be powered off). An employee logged onto a computer is responsible for any activity that occurs from within that account or on that computer during that sign-on.
10. Electronic media and services should not be used in a manner that is likely to cause network congestion or significantly hamper the ability of other people to access and use the system. This includes but is not limited to non business uses of: listening to Internet radio, accessing streaming audio or video, downloading MP3 files or videos, sending or forwarding group broadcasts of messages such as chain/spam type e-mails.
11. Anyone obtaining electronic access to other companies' or individuals' materials must respect all copyrights and cannot copy, retrieve, modify, or forward copyrighted materials except as permitted by the copyright owner.
12. All work related messages, e-mails, and files created or transmitted using County Electronic Technology Resources may be considered public records of the County. Appropriate records retention policies **must** be followed.
- a. The retention periods for e-mail records are governed by the requirements of the sub-functions to which the records belong. The *Alabama County Commissions Functional Analysis & Records Disposition Authority* document is what will be used to determine the correct retention period and further defines the record title



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*(An Agreement for Providing Redundant Fiber Optic Connection for the Delivery of Emergency Communication Services)*

and sub-functions. The *Alabama County Commissions Functional Analysis & Records Disposition Authority* document can be found by going to <http://bmsps/Commission/default.aspx>

- b. It is the responsibility of the employee to ensure these policies are followed.
13. Employees can use encryption software supplied to them by the systems administrator for purposes of safeguarding sensitive or confidential business information. Employees who use encryption on files stored on County Electronic Technology Resources must provide their supervisor with a sealed hard copy record (to be retained in a secure location) of all of the passwords and/or encryption keys necessary to access the files.
  14. THE BALDWIN COUNTY COMMISSION recognizes that participation in some forums might be important to the performance of an employee's job. For instance, an employee might find the answer to a technical problem by consulting members of a news group devoted to the technical area.
    - a. Employees should include the following disclaimer in all of their postings to public forums:

"The views, opinion, and judgments expressed in this message are solely those of the author. The message contents have not been reviewed or approved by THE BALDWIN COUNTY COMMISSION."
    - b. Employees should not rely on disclaimers as a way of insulating THE BALDWIN COUNTY COMMISSION from the comments and opinions they contribute to forums. Instead, employees must limit their discussion to matters of fact and avoid expressing opinions while using THE BALDWIN COUNTY COMMISSION'S systems or a BALDWIN COUNTY COMMISSION-provided account. Communications must not reveal information about THE BALDWIN COUNTY COMMISSION processes, techniques, trade secrets, or confidential information and must not otherwise violate this or other BALDWIN COUNTY COMMISSION policies.

### **RELATED POLICIES**

Use, Transmission, and Storage of Electronic Information by Baldwin County Employees  
(Located in the "Baldwin County Commission Employee Handbook")

EXHIBIT 2  
*(An Agreement for Providing Redundant Fiber Optic Connection for  
the Delivery of Emergency Communication Services)*

<b>COMMISSION POLICY</b>	<b>POLICY #5.2</b>
<b>SUBJECT: GIS Data Distribution and Pricing Policy</b>	
<b>DATE ADOPTED</b> February 19, 2008	<b>PAGE (BCC MINUTES)</b> Page 26
<b><u>OBSELETE VERSIONS</u></b> <i>(Can be found in the Inactive Policy Book.)</i>	
<b>DATE ADOPTED</b> April 3, 2001	<b>PAGE (BCC MINUTES)</b> Book 27, pg. 21-24

*NOTE: (CHARACTERISTICS OF A GOOD POLICY AND PROCEDURE DOCUMENT) – A policy is typically a document that outlines specific requirements or rules that must be met. The overall goal is to write policies that are clear, concise and in simple language. If you use an acronym, spell it out the first time you use it.*

**POLICY STATEMENT**

This policy governs the distribution and pricing of GIS data. The purpose of charging for GIS data is to attempt to recoup the cost of making the data available. Any GIS dataset acquired by or created by the Baldwin County Commission shall be subject to this policy and the Rate Schedule for GIS Data. The Rate Schedule for GIS Data shall set forth the selling price of each Commission owned dataset and may also include, for convenience, data separately governed and sold by the Baldwin County Revenue Commissioner.

**PROCEDURAL REQUIREMENT**

1. The Rate Schedule for GIS Data will be established by the Baldwin County Commission and any future additions or changes will be subject to Commission approval.
2. Baldwin County Commission owned data can be sold through the Baldwin County Revenue Commissioner.
3. Baldwin County will not redistribute digital information (GIS or otherwise) which was not generated by County staff or by contractors working for the County. There are several data items that County staff utilize within our GIS that were generated by other agencies (such as Census Data, USDA Soil Survey, and National Wetlands Inventory), but Baldwin County will not redistribute this information. The requestor should contact the agency responsible for creating those data items directly. The County staff will work with the requesting party to locate the source of the information if appropriate.
4. Any exception to the Rate Schedule for GIS Data will be handled on a case-by-case basis, such as distribution of GIS Data to County vendors/contractors and GIS data distributed as part of in-kind contributions for grants or other agreements. Each distribution of data under these exceptions shall meet one of the following criteria:

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- a. It shall be preceded by a signed Memorandum of Understanding (MOU) or contract between the Baldwin County Commission and the requestor detailing charges, if any, and the terms and conditions of the use of GIS data.
  - b. Or the MOU details with terms and conditions of the use of GIS data shall be incorporated into another legal agreement between the parties, such as in the case of a Public Works Contract.
5. Requests from other agencies for an exception to the Rate Schedule for GIS Data who wish to enter into an MOU or contract for GIS data with Baldwin County should submit a letter to the Chairman of the Baldwin County Commission. The letter should at a minimum possess the following attributes:
- a. The letter must be from a person that has legal authority to request an MOU on the Agency's behalf.
  - b. The letter must clearly define the Agency and Contact Information.
  - c. The letter should clearly define the purpose for the request including any necessary supporting information as to why the request is being made.
  - d. The letter should clearly define the GIS data sets and geographic area that is being requested.
  - e. The letter should describe any in-kind GIS data that the Agency is willing to share with Baldwin County or any GIS data that would result from this MOU that could be shared with Baldwin County.
  - f. The letter should provide details of any other benefits to the Baldwin County Commission, the Citizens of Baldwin County, or other public service that would be provided as a result of this MOU.

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<b>COMMISSION POLICY</b>		<b>POLICY #5.3</b>
<b>SUBJECT:</b> Website Publishing		
<b>DATE ADOPTED</b> February 19, 2008	<b>PAGE (BCC MINUTES)</b> Page 26	
<b><u>OBSOLETE VERSIONS</u></b> <i>(Can be found in the Inactive Policy Book.)</i>		
<b>DATE ADOPTED</b>	<b>PAGE (BCC MINUTES)</b>	

*NOTE: (CHARACTERISTICS OF A GOOD POLICY AND PROCEDURE DOCUMENT) – A policy is typically a document that outlines specific requirements or rules that must be met. The overall goal is to write policies that are clear, concise and in simple language. If you use an acronym, spell it out the first time you use it.*

**POLICY STATEMENT**

This policy governs the creation and maintenance of websites which is inclusive of all content published to those websites. This policy covers [www.co.baldwin.al.us](http://www.co.baldwin.al.us), all subsequent registered sub domains, any future primary domains registered by Baldwin County, IP addresses, intranet websites, extranet websites, and all external websites hosted for Baldwin County. This policy will apply to any person creating or maintaining websites for Baldwin County or on Baldwin County provided resources regardless of whether that person is an employee, elected official, volunteer, affiliated agency representative, contractor, or any other designation. This policy seeks to establish standards and guidelines that will:

- Support the vision, mission, goals, and values of Baldwin County.
- Assist web publishers in developing sites that comply with County policies and local, State, and Federal laws.
- Facilitate the official business of Baldwin County online.

**PROCEDURAL REQUIREMENT**

1. Content approval requirements for established Organizations and for creation of sites for new Organizations are as follows:
  - a. Updates, changes, modifications, and expansion of an established approved website or webpage constitute normal maintenance and require no further formal Commission approval as long as the content being published adheres to the procedures set forth in this policy and is in compliance with all other Commission policies. At the time this policy was authored, Baldwin County provided resources to build and host a website or webpage for the following approved organizations and the departments and/or divisions within them:
    - Baldwin County Commission;

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- Baldwin County Probate Office;
  - Baldwin County Revenue Commissioner's Office;
  - Baldwin County Sheriff's Office;
  - Baldwin County Board of Registrars;
  - Baldwin County Coroner's Office;
  - Baldwin County Legislative Delegation;
  - The Twenty-eighth Judicial Circuit of the State of Alabama.
- b. Establishment of a website or webpage for other agencies, municipalities, or organizations will be considered on a case by case basis by the Baldwin County Commission. The requester must send a formal request to the Chairman of the Baldwin County Commission detailing the purpose of the site and explaining how it will support the vision, mission, goals, and values of Baldwin County and provide enhanced services for our citizens. The Baldwin County Commission will consider the merit of the request and evaluate the resources required to fulfill the request. If the Commission takes action to approve the request, then the site will be added to the established approved list.
2. The Elected Official, Department Head, Agency Director, or other person designated as the website custodian will be responsible for the content and services provided on the website.
- a. The website custodian will designate persons and access levels for authors, approvers, and publishers on their website. The request for adding, modifying, or removing privileges should be sent via email or in writing to the Baldwin County CIS Department who will be charged with administering these access levels.
  - b. It is the responsibility of the website custodians, authors, approvers, and publishers to maintain the content of their pages and to ensure that the content is accurate, current, useful, professional, consistent with their mission, and that it adheres to all other requirements set forth in this Policy.
  - c. It is the responsibility of the website custodian to develop procedures to ensure quick response to questions or comments about their website.
3. Websites, content, website custodians, authors, approvers, and publishers must adhere to all policies of the Baldwin County Commission, consequently particular attention should be paid to the **"Electronic Information, Communications, & Technology Resources – Use, Transmission, & Storage"** Policy as it has many areas that directly relate to this "Website Publishing" Policy.
4. Copyright and Republishing Content
- a. All electronic publications must follow legal standards regarding copyright. Web publishers must secure permission from the owner of the copyright when including copyrighted or trademarked material such as text, photographs, audio, video, graphics, maps, or logos and include a permission statement or disclaimer as required by the owner of the copyright or trademark. For more information on copyright, see the [www.copyright.gov](http://www.copyright.gov) website.

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- b. Content from other websites or printed sources must **NEVER** be republished **UNLESS** one of the following criteria are met:
- You have obtained specific written permission to republish from the original author or publisher and you are including a permission statement or disclaimer as required by the owner of the copyright. This includes content from other government agencies.
  - There is a clear written statement from the author or publisher that accompanies the work stating that it is permissible to republish or redistribute the work.
  - The content you are using is indisputably permissible under the U.S. Copyright Office doctrine of "Fair Use." Information on "Fair Use" can be found at the [www.copyright.gov](http://www.copyright.gov) website.
  - The content is indisputably in the public domain and free of copyrights.
5. The following general guidelines are to confer intent and are not all inclusive:
- a. Websites must comply with all federal, state, and local laws.
  - b. Websites must comply with all Policies of the Baldwin County Commission.
  - c. Websites are generally developed to facilitate official County business online and to inform the public. Content provided on websites and procedures employed should generally follow policies and procedures which are employed for performing business and publishing of information via other channels including face to face, publishing information in newspapers or other print, etc.
  - d. Commercial advertising of any kind is generally **not** permitted. No graphic, text, or website link may imply Baldwin County endorsement of commercial products or services. Any exceptions to this policy must be granted by specific action of the Baldwin County Commission.
  - e. Websites must **not** contain or display defamatory, obscene, offensive, fraudulent, or harassing messages and/or materials.
  - f. Websites must **not** contain information that would embarrass or bring discredit to Baldwin County in the view of its constituencies.
  - g. Websites may **not** be used for personal gain.

### RELATED POLICIES

**POLICY #5.1:** Electronic Information, Communications, & Technology Resources – Use, Transmission, & Storage

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<b>COMMISSION POLICY</b>	<b>POLICY #8.10</b>
<b>SUBJECT:</b> New Telephone Service	
<b>DATE ADOPTED</b> February 19, 2008	<b>PAGE (BCC MINUTES)</b> Page 26
<b><u>OBSOLETE VERSIONS</u></b> <i>(Can be found in the Inactive Policy Book.)</i>	
<b>DATE ADOPTED</b> October 19, 1999	<b>PAGE (BCC MINUTES)</b> Book 23, pg. 324

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**POLICY STATEMENT**

All new telephone services must have a funding source and be approved by the Budget Director and/or County Commission.

**PROCEDURAL REQUIREMENT**

In order to carry out this policy, the following steps must be taken:

**Departments:**

1. Send written or e-mail request to CIS department to obtain installation, setup cost and or monthly charges.
2. CIS sends the requesting entity a written or e-mail response.
3. Departments will get with Budget Director to identify a source of funds within their budget if possible. If the department does not have available funds, the department will prepare a Commission Workshop Agenda Action item to request an additional appropriation.
4. The Budget Director or Commission secretary will notify CIS if a project has been approved or disapproved.
5. If project approved, CIS will implement the new service.

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County Elected Officials: Revenue Commissioner, Probate Judge, and Sheriff

1. Send written or e-mail request to CIS department to obtain installation, setup cost and/or monthly charges.
2. CIS sends the requesting entity a written or e-mail response.
3. Elected Official will get with Budget Director to identify a source of funds within their budget.
4. The Budget Director will notify CIS if a project has been approved or disapproved.
5. If project approved, CIS will implement the new service.

Non County Agencies:

1. Send written or e-mail request to CIS department to obtain installation and setup cost and monthly charges.
2. CIS sends the requesting entity a written or e-mail response.
3. The non county agency will get with Budget Director to identify a source of funds and billing instructions for submitting payments to the County. The Budget Director will prepare a Commission Workshop Agenda Action item to have the Commission approve the additional service.
4. The Budget Director will notify CIS if a project has been approved or disapproved.
5. If project approved, CIS will implement the new service.
6. Monthly statements with a balance due will be sent to all outside agencies. Any balance due amounts will be for new service implemented after October 01, 1999.
7. All payments will be submitted to the Clerk/Treasurers office.