



## COUNTY COMMISSION

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

MEMBERS  
DISTRICT 1. JAMES E. BALL  
2. JOE DAVIS, III  
3. BILLIE JO UNDERWOOD  
4. CHARLES F. GRUBER

February 1, 2022

The Honorable Tony Kennon, Mayor  
The City of Orange Beach  
Post Office Box 458  
Orange Beach, AL 36561  
Attention Renee Eberly

**RE: User Agreement for Municipality Access to Everbridge Mass Notification System**

Dear Mayor Kennon:

The Baldwin County Commission, during its regularly scheduled meeting held on February 1, 2022, approved and executed the *User Agreement* between Baldwin County Commission and the City of Orange Beach for access to Everbridge Mass Notification System.

This Agreement is effective on the date of execution by the last-signing party and shall remain in effect for the duration of services provided under the current contract, but no later than February 12, 2023.

Enclosed is a **fully executed copy** of the *Agreement* for your file.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 937-0330 or Zach Hood, Emergency Management Agency Director at (251) 972-6801.

Sincerely,

JAMES E. BALL, Chairman  
Baldwin County Commission

JB/clc Item BK5

cc: Jeff Smith, Deputy Chief Orange Beach (via email - [jsmith@orangebeachal.gov](mailto:jsmith@orangebeachal.gov))  
Zach Hood  
Danon Smith  
Amanda Thweatt  
Karen Giordano  
Michelle Pennington

ENCLOSURE(S)

# Mayor's Sign Off Document

RED BOX - TO BE COMPLETED BY STAFF REQUESTING MAYOR'S SIGNATURE WITH NECESSARY ATTACHMENTS:

Date: December 22, 2021

Type of Document:

- ☒ Contract ☐ Council Minutes  
☐ Letter ☐ Resolutions  
☐ Grant..... ☐ Affiliation Agreements:..... ☐ Letters of Support:  
☐ Other \_\_\_\_\_



Contract signed by: Mayor

ALL SIGNATURES REQUIRED ON DOCUMENTS BEFORE MAYOR SIGNS:

Description of Document: User Agreement w/ Baldwin County & Baldwin EMA

for the Everbridge notification system

Prepared by: City Clerk

Insurance	Exhibits	Maps	Other
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CHECK WHEN COMPLETE	CHECK WHEN COMPLETE	CHECK WHEN COMPLETE	CHECK WHEN COMPLETE

BLUE BOX - TO BE COMPLETED BY MAYOR'S SECRETARY FOR PROCESSING / FILING PURPOSES:

Executive Sign Off: Renee Eberly / City Clerk / Procurement:

ATTACHED COPY: ☒

Item has been approved by Mayor / Council: YES / NO If yes, date: 12/07/21 by: RESOLUTION 21-251 ORDINANCE NUMBER:

REMARKS: OK @ 12.22.2021

Legal Sign Off: Wanda Cochran, City Attorney / Renee Smith, Legal Administrator:

REMARKS: [Signature]

City Administrator, Ken Grimes, Jr.:

REMARKS: OK 1-9-22

Protocol Complete / Ready for Mayor's Signature: Holly Buzant Date: 1/5/22

LAST SIGNATURE REQUIRED SHOWING PROTOCOL COMPLETED FOR MAYOR'S SIGNATURE (MAYOR'S SECRETARY)

**RESOLUTION NO. 21-251**

**A RESOLUTION AUTHORIZING EXECUTION OF A  
USER AGREEMENT WITH BALDWIN COUNTY AND THE  
BALDWIN COUNTY EMERGENCY MANAGEMENT AGENCY  
FOR USE OF THE COUNTY NOTIFICATION SYSTEM  
PROVIDED BY EVERBRIDGE, INC.**

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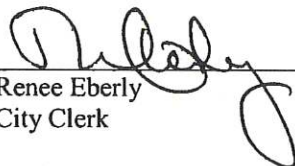
**FINDINGS:**

1. The City of Orange Beach, Baldwin County, and the Baldwin County Emergency Management Agency have reached an agreement (attached Exhibit A) whereby the City of Orange Beach will be able to use the notification system provided by Everbridge, Inc., a Baldwin County contractor.
2. The notification system will allow the City of Orange Beach to transmit alerts, notifications, and other public safety messaging to residents, businesses, and visitors located in or transiting through Orange Beach, Alabama.
3. City Council has determined that the execution of the agreement furthers public health, safety, and welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE BEACH, ALABAMA, AS FOLLOWS:

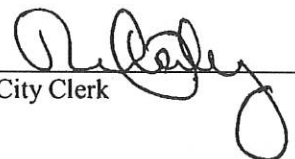
1. That the Mayor is hereby authorized to execute the agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach, Baldwin County, and the Baldwin County Emergency Management Agency on behalf of the City of Orange Beach subject to final approval by the City Attorney; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 7<sup>th</sup> DAY OF DECEMBER, 2021.

  
\_\_\_\_\_  
Renee Eberly  
City Clerk

**C E R T I F I C A T E**

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 21-251, which was duly and legally adopted at a regular meeting of the City Council on December 7, 2021.

  
\_\_\_\_\_  
City Clerk



STATE OF ALABAMA     )  
COUNTY OF BALDWIN    )

**AGREEMENT**

THIS AGREEMENT (the "Agreement") is made and entered into by the Baldwin County Emergency Management, by and through the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to collectively as the "County"), and the

City of Orange Beach  
(hereinafter referred to as the "Subdivision").

WHEREAS section 31-9-10 of the *Code of Alabama* establishes the emergency management powers of political subdivisions of the State of Alabama and authorizes and directs each political subdivision to establish a local organization for emergency management in accordance with the AEMA's plan and program.

WHEREAS Baldwin County is a political subdivision of the State of Alabama and has established the Baldwin County Emergency Management Agency for the purposes authorized by law;

WHEREAS the County has executed a contract with Everbridge, Inc. for the provision of countywide alert and mass notification services in support of the County's AlertBaldwin Initiative, hereinafter referred to as the "notification system;"

WHEREAS the Subdivision desires to utilize the notification system to transmit alerts, notifications, and other authorized public safety messaging to residents, businesses, and visitors located in or transiting through their political subdivision while performing its powers under Alabama law.

NOW, THEREFORE, in consideration of the cooperative effort between the parties contained herein, the parties agree as follows:

**1. TERM OF AGREEMENT**

This Agreement is effective on the date of execution by the last-signing party and shall remain in effect for the duration of services provided under the current contract, but no later than February 12, 2023.

**2. DUTIES AND RESPONSIBILITIES**

**A. Baldwin County Emergency Management Agency**

The County:

- I. Has assigned a System Administrator for the notification system who will enforce the performance of the Emergency Notification Plan and serve as a liaison with the Subdivision.
- II. Reserves the right to access any Political Subdivision's Account in the system for purposes of system management, and to monitor system activity and usage.
- III. Will limit the number of personnel with high-level administrative access credentials to the system and will take reasonable efforts to prevent the unauthorized disclosure of contact information.
- IV. Reserves the right to launch a countywide notification to all available "opt-in" contact data in the system resulting from a catastrophic natural or technological disaster, a widespread public health emergency, an imminent or actual attack of a foreign military power, or a similar emergency where a delay to coordinate locally initiated notifications would endanger the health and safety of the County's population.
- V. Reserves the right to require certain notification subscription options be set to "mandatory" in the public-facing opt-in portal, including:
  - a. Tornado Warnings
  - b. Flash Flood Warnings
  - c. Hurricane Warnings
  - d. Statewide Notifications
  - e. Countywide Notifications

**B. MUNICIPAL SUBDIVISION / JURISDICTION:** Orange Beach

The Subdivision:

- I. Acknowledges the terms and conditions of the County's Mass Notification Standard Operating Procedure (SOP).
- II. Agrees to abide by the Everbridge Acceptable Use Policy, available via <http://www.everbridge.com/aup> and incorporated in the contract as Attachment C."
- III. Acknowledges the following authorized uses of the system and agrees to limit use of the system to the following categories of notifications:
  - a. Population protective actions, such as evacuation orders, shelter-in-place warnings, boil water notices, and similar actions;
  - b. Emergency preparedness and response information, such as the availability of sand bag stations for flood-fighting efforts, notification of planned or anticipated disruption of municipal services & municipal or commercial utilities, the establishment of emergency shelters, implementation of curfews and other law enforcement security measures, the designation of security zones around specific planned events, the establishment of keywords for event-specific messaging, and other similar messaging that conveys a change in the subdivision's steady-state operational posture;
  - c. Disaster recovery information, such as the location of disaster recovery centers, availability of voluntary agency or governmental disaster recovery assistance, and updates on debris clearance and the allowance of re-entry into a portion of the subdivision impacted by a disaster;



- d. Emergency preparedness exercises, including operational tests of notification capability and public notification of functional or full-scale public safety and emergency management exercises occurring within the jurisdiction;
  - e. Law enforcement searches for a missing person or a manhunt for escaped convicts or suspects evading arrest;
  - f. Automated weather warnings provided by the National Weather Service;
  - g. Notification and recall of subdivision employees, contractors, and other response partners that support the activation of the subdivision's Emergency Operations Center or supplement the staffing of existing public safety response and recovery functions, including the staffing of specialty response teams, and;
  - h. Non-Weather Messages (NWMs) that the Subdivision is authorized to broadcast via their IPAWS Alerting Authority including a Civil Danger Warning, Civil Emergency Message, Fire Warning, Hazardous Materials Warning, Local Area Emergency, 911 Telephone Outage Emergency, Nuclear Power Plant Warning, Radiological Hazard Warning, and future NWM's that may become available."
- IV. Acknowledges that while the contract provides access to Integrated Public Alert and Warning System (IPAWS) and Emergency Alert System (EAS) initiation features, the Subdivision will NOT approve requests for Collaborative Operating Group (COG) licenses that originate from political subdivisions below the COUNTY level, as the alerting systems accessible through IPAWS are capable of transmitting alerts across jurisdictional boundaries.
- V. Agrees to follow the Emergency Notification Plan that governs access to and use of the notification system within the County, to include, at minimum, the following topics:
- a. Defining the local organization Group Manager(s);
  - b. Defining procedures for requesting Group Manager access within the jurisdiction and the training requirements for granting such access;
  - c. Establishing a message drafting and approval process;
  - d. Ensuring all users are trained according to the Plan.
  - e. Discussing the difference between "opt-in" and "opt-out" contact data, limiting the use of "opt-out" data to imminent or actual life-threatening emergencies, and considering the time of day when initiating notifications that use "opt-out" data, and;
  - f. Specifying the responsibility and frequency of periodically reviewing all user accounts within the subdivision's organization(s) to validate the continued relationship and need for access of each current user.

### 3. POINTS OF CONTACT

The parties shall direct all matters arising in connection with the performance of this Agreement to the attention of the respective contact persons named below - Baldwin County Emergency Management Agency (BCEMA) Staff for resolution or action:

**For the County:**

Zach Hood, Director of Emergency Services  
23100 McAuliffe Drive  
Robertsdale, AL 36567  
Telephone: 251-972-6807 Ext. 6801  
Email: zach.hood@baldwincountyal.gov

**For the Subdivision**

Name **Tony Kennon**  
Address **Post Office Box 458**  
City, State, Zip **Orange Beach AL 36561**  
Telephone: **(251) 981-6810**  
Email: **tkennon@orangebeachal.gov**

**4. TERMINATION OF AGREEMENT**

The parties may terminate this Agreement at any time upon thirty days' written notice to the points of contact specified herein.

**5. LIABILITY**

The Subdivision shall fully defend, indemnify and hold the County, its commissioners, elected officials, departments, employees, supervisors, insurers, agents, representatives and attorneys (for purposes of this Paragraph 5 referred to collectively as "County") completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character for bodily injury, death, or damage to property arising from or related to the performance of the Subdivision's duties or obligations under this Agreement or any action or omission of the Subdivision related to or arising out of any failure of the Subdivision, or its directors, officers, members, managers, employees, agents, contractors, successors and assigns (for purposes of this Paragraph 5, referred to collectively as "Subdivision") to perform its obligations under this Agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the County enforcing, defending or complying with this Agreement, or otherwise addressing or defending any actions or claims related in any way to this Agreement. The provisions of this Paragraph 5 and the rights, duties and obligations set forth herein shall survive the expiration or termination of this Agreement. Nothing contained herein shall be construed to limit or modify the laws of the State of Alabama as the same may apply to the County regarding any immunity, absolute or qualified, or limitations of liability to which the County is otherwise entitled by law.

Notwithstanding anything contained herein to the contrary, should the County employ an attorney to enforce or interpret any of the terms and conditions of this Agreement, or to recover damages for the breach of the terms and conditions hereof, Client shall be entitled to recover from Consultant all reasonable costs, damages, and expenses, including reasonable attorneys' fees, incurred in connection therewith.

**6. SEVERABILITY.** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

## **7. ATTACHMENTS**

The following attachments are incorporated hereunto by reference:

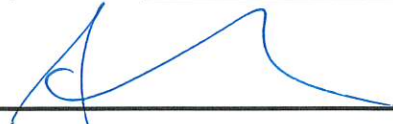
- A. Attachment A – Definitions
- B. Attachment B – Minimum Training Requirements
- C. Attachment C – Everbridge Master Service Agreement with the Baldwin County Commission
- D. Attachment D – Baldwin County EMA Staff Contact Information



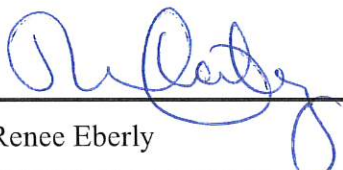
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates appearing beneath their respective signatures. For municipal users, the Mayor should sign the Agreement for Police, Fire, and Dispatch Users designated by their respective Department Chiefs.


**SUBDIVISION:**

City/Town of Orange Beach

  
By Tony Kennon, City Clerk 1/7/2022

Attest:

  
By Renee Eberly, City Clerk 1/7/2022



**BALDWIN COUNTY COMMISSION**




By James E. Ball, Baldwin County Commission Chairman

02/01/2022

DATE

Attest:



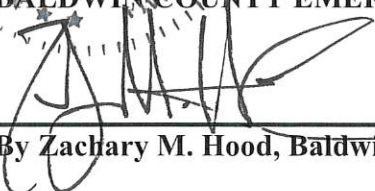
By Wayne Dyess, County Administrator

02/01/2022

DATE



**BALDWIN COUNTY EMERGENCY MANAGEMENT AGENCY**



By Zachary M. Hood, Baldwin County EMA Director

13 JAN 2022

DATE

## **Attachment A – Definitions**

**Account** – An account is the access point to the web-based Everbridge Suite platform. Accounts are segmented into Organizations and are typically segmented further into numerous groups.

**Contact** - Individuals who may receive notifications from or through the notification system, including any individual person who provides their personal contact information through an opt-in portal.

**Opt-In** – The process whereby a contact subscribes to receive notifications through an organization-specific web portal, or by sending the subdivision’s keyword(s) or zip code(s) to an established SMS short code.

**Opt-Out** – Contact and address point data loaded into the Everbridge Platform by a political subdivision without the intervention of the contact.

**Organization** - In the Everbridge Platform, an organization (“Org”) contains a contact database and the capability to send notifications. Each Org has a mapping feature that allows users to send notifications based on registered locations of contacts. Orgs can be configured with a variety of settings and users can view and create numerous reports.

**User** - Individuals assigned roles and granted permission to manage users, manage contacts and groups, edit settings, and/or send notifications within the Everbridge platform.

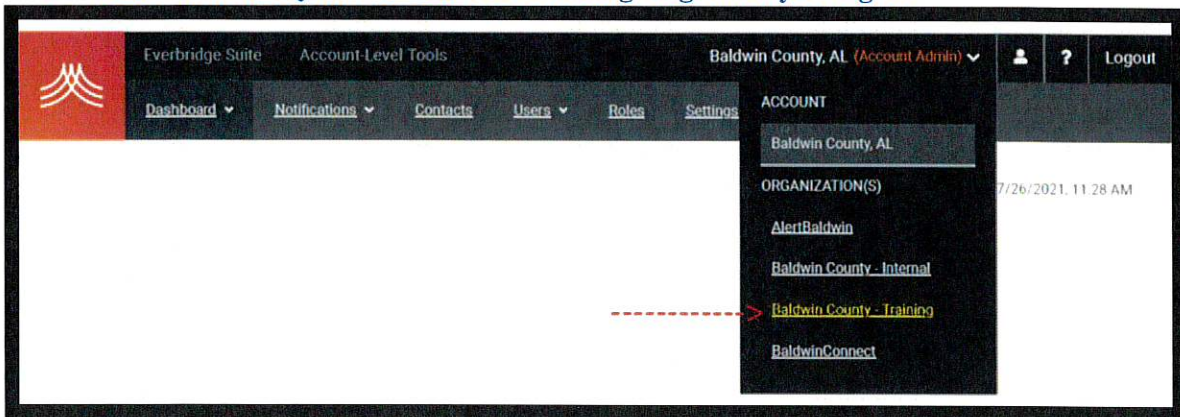


## Attachment B – Minimum Training Requirements

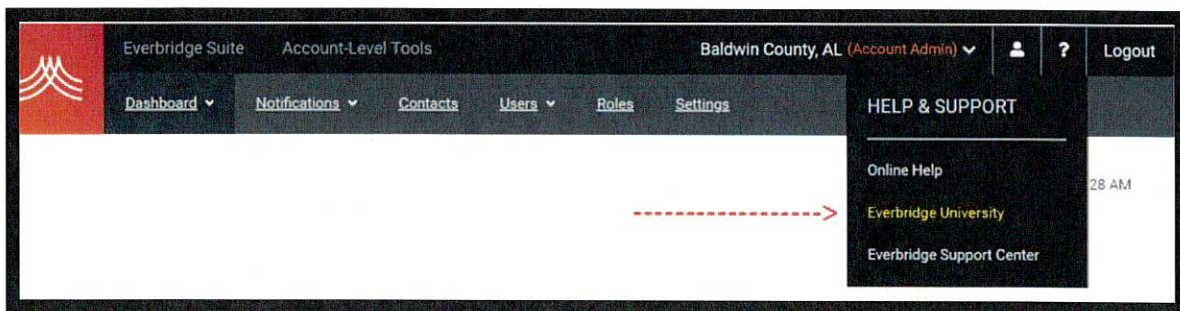
Once you have been added as a new user to the Everbridge System by Baldwin County EMA's Everbridge Administrator(s), you will receive an email from Everbridge with your activated account information. You will need to set up your password. Keep your username and password somewhere safe. You will initially have access to the Everbridge Training University and the Training Organization (Org).

Follow the instructions below to complete your required initial User Training.

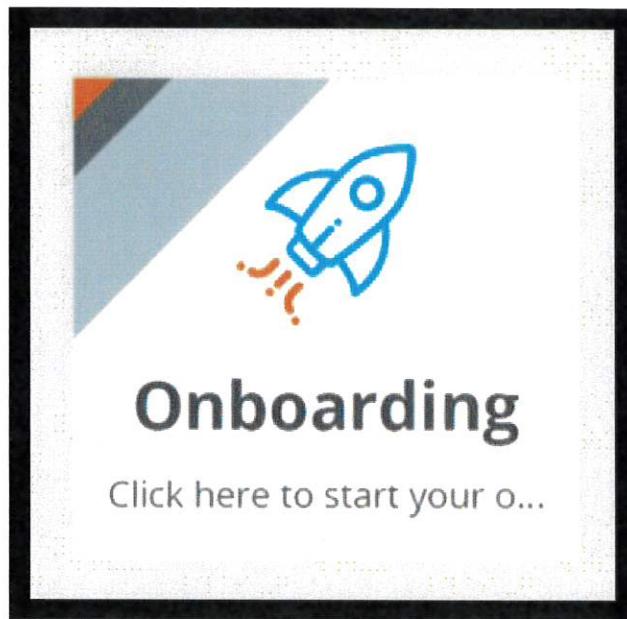
➡ Below is where you will find the Training Org when you log in.



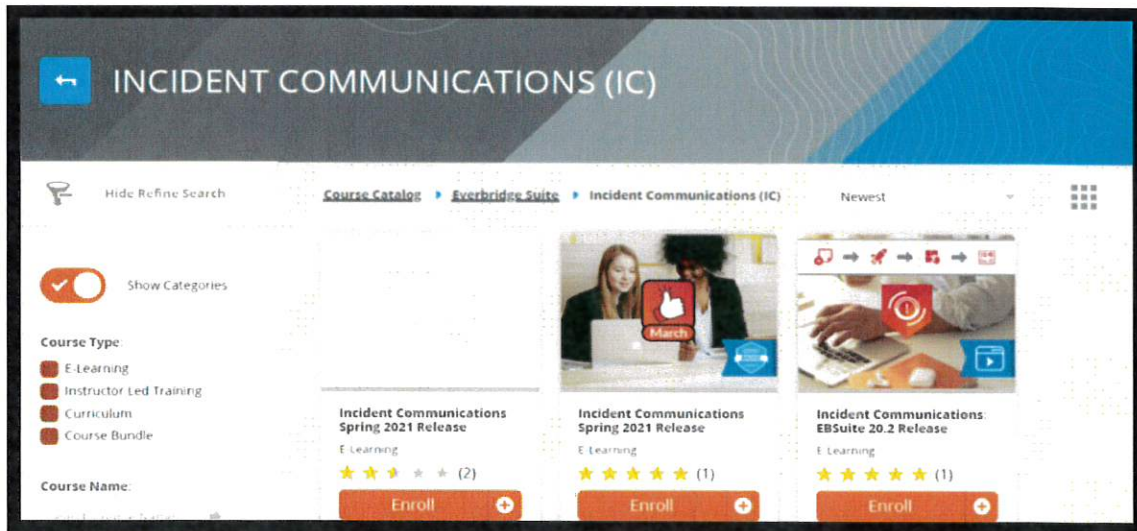
➡ Everbridge University can be found by clicking on the “?” Question Mark by “Logout” in the upper right-hand corner of the screen.



➡ The Minimum/Entry-Level Training Course List for ALL Users can be found by clicking on the “:Rocket Ship”, which will launch some of the initial courses. Everbridge University will save your progress and courses can be taken online in 15, 30, 45, or 60 minutes, depending on the length of the course.



NEXT, GO TO "Course Catalog -> Everbridge Suite -> Incident Communications (IC) (5 Courses, 2.5 Hours).



## **Attachment D – Baldwin County EMA Staff Contact Information**

*Contact BCEMA Staff listed below for questions regarding the Baldwin County Everbridge Mass Notification System:*

\*\*\*If the question is urgent, or if you are an emergency response or communications agency/department with a notification request, contact the EMA Duty Officer 24 hr. ON-Call Number at 251-239-4322. \*\*\*

### **Baldwin County EMA – Main:**

Email: [bcema@baldwincountyal.gov](mailto:bcema@baldwincountyal.gov)

Phone: 251-972-6807

### **Jenni Guerry**

Baldwin County EMA Deputy Director

[jguerry@baldwincountyal.gov](mailto:jguerry@baldwincountyal.gov)

251-972-6809

### **Scott Wallace**

Baldwin County EMA Emergency Management Officer

[swallace@baldwincountyal.gov](mailto:swallace@baldwincountyal.gov)

251-972-8517

### **Danon Smith**

Baldwin County EMA Planning/Grants Division Manager

[danon.smith@baldwincountyal.gov](mailto:danon.smith@baldwincountyal.gov)

251-972-8510