



# City of Foley, AL

407 E. Laurel Avenue  
Foley, AL 36535

## Signature Copy

Resolution: 13-0229-RES

File Number: 13-0541

Enactment Number: 13-0229-RES

Discuss amendment to service agreement with Baldwin County

**WHEREAS, there is a need to broaden the scope of IT Services currently provided, and**

**WHEREAS, the Baldwin County CIS Department provides extensive services to other agencies, and**

**WHEREAS, the Baldwin County Commission is in agreement to amend the current service agreement with the City of Foley to cover additional services required to operate more efficiently, and**

**WHEREAS, the City's current IT provider's contract requires a 30-day written notification of termination of services.**

**NOW THEREFORE BE IT RESOLVED** that the Foley City Council as follows:

**Section 1: Authorizes the Mayor to enter into an amendment to Baldwin County's contract.**

**Section 2: Authorizes the thirty day notification to the current IT provider as set forth in their current agreement.**

PASSED, APPROVED AND ADOPTED this 1st day of April 2013.

**Aye: 4** President Trawick, Council Member Hellmich, Council Member Blackwell and Council Member Ebert III

President's Signature

Date

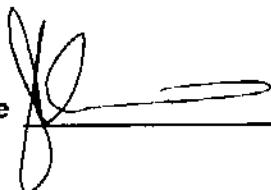
Attest by City Clerk



Date

4-2-2013

Mayor's Signature



Date

4/3/2013

STATE OF ALABAMA )

COUNTY OF BALDWIN )

**FIRST AMENDMENT**  
**TO**  
**SERVICE AGREEMENT**

**(CITY OF FOLEY)**

**THIS FIRST AMENDMENT TO SERVICE AGREEMENT** (hereinafter called the "First Amendment") is made by and between the County of Baldwin acting by and through its governing body, the Baldwin County Commission (hereinafter called "COUNTY") and the CITY OF FOLEY (hereinafter referred to as "CITY") with both parties hereto jointly referred to as the "Parties".

FOR AND IN CONSIDERATION of the mutual covenants and conditions contained herein, the sufficiency of which are hereby acknowledged, the COUNTY and the CITY agree to the alterations, amendments and modifications to the Service Agreement as follows:

**Article I.**

**TERMS OF THE ORIGINAL SERVICE AGREEMENT BROUGHT FORTH**

Except as expressly altered, amended, or modified by this First Amendment, the terms and provisions contained in the Service Agreement (attached as Exhibit "1" to First Amendment) shall remain in full force and effect. To the extent that any provision of the Service Agreement is altered, amended or modified by this First Amendment, the terms and provisions of this First Amendment shall control.

## Article II.

### AMENDMENT TO SECTION 3, ENTITLED SERVICES AND COMPENSATION, OF THE ORIGINAL SERVICE AGREEMENT

Section 3, entitled **Services and Compensation**, of the original Service Agreement, is hereby amended to add Subsection c. to read in its entirety as follows:

c. Additional Nonstandard Services. The CITY and the COUNTY may jointly agree to the provisioning of additional nonstandard services which are not listed in the attached schedule of services entitled "Rate Schedule for Computer Networking, Telecommunications, and Related Services" (Exhibit B). The details and compensation for these additional services will be set out in an Exhibit attached to this Service Agreement and referenced in Section 19. Attachments. Additions, Modifications, or Cancellations of these nonstandard services after the execution of this Service Agreement may be accomplished through a written Amendment to this Service Agreement executed by both Parties.

## Article III.

### AMENDMENT TO SECTION 19, ENTITLED ATTACHMENTS, OF THE ORIGINAL SERVICE AGREEMENT

Section 19, entitled **Attachments**, of the original Service Agreement, is hereby superseded and amended to read in its entirety as follows:

19. Attachments. The following exhibits and/or attachments listed below are specifically included as a necessary part of this agreement and the same shall not be complete without such items, to wit:

- A. Exhibit A – Initial Services and Project Description
- B. Exhibit B – County Rate Schedule
- C. Exhibit C - Sample Order Form
- D. Exhibit D – County Policies
- E. Exhibit E – Additional Nonstandard Services (Onsite IT Staffing and Services)

County and the City jointly shall cause such items as listed above to contain dates, signatures of the parties with authorization to make such signatures, and sufficient marks and references back to this Agreement noting their inclusion and attachment hereto. In any event of a conflict between this document and the attachments referenced above, this document shall govern.

## Article IV.

### AMENDMENT ADDING EXHIBIT/ATTACHMENT "E" TO THE ORIGINAL SERVICE AGREEMENT

The original Service Agreement is hereby amended by adding **Exhibit/Attachment "E"**

[Additional Nonstandard Services (Onsite IT Staffing and Services)], which reads in its entirety as follows:

#### EXHIBIT E to Service Agreement BC – City of Foley Additional Nonstandard Services (Onsite IT Staffing and Services)

1. **General Scope:** The COUNTY will provide to the CITY services of a full-time onsite desktop support technician with some network support experience, whose skills and experience will be the equivalent of the COUNTY Communications Technician III job description or higher. Additionally, the COUNTY will provide as needed services (estimated to be a combined effort of one-half / full time equivalent position) for Network Administration, Systems Administration, Technology Planning, and similar services utilizing existing COUNTY CIS staff that possesses those skills and experience.
  - a. The onsite technician's primary role will be to support end-user needs for CITY owned/leased technological resources.
  - b. The COUNTY CIS Department will take all incoming IT service calls and log them as work orders for tracking purposes. Efforts will be made to resolve work orders remotely when possible or to dispatch the onsite technician as needed.
  - c. The CITY's IT Services Coordinator will hold regular meetings with the onsite COUNTY technician(s) to go over outstanding issues, upcoming projects, and ensure end-user needs are being met.
  - d. The CITY's IT Services Coordinator will define normal operational priorities, but will also have the authority to escalate an issue to a higher priority as needed.
  - e. Changes to the CITY's network or user access settings must be approved in advance by the CITY's IT Services Coordinator.
  - f. The COUNTY will provide basic after-hours on-call support for the Foley Police and Fire Departments' IT needs. Efforts will be made by both the CITY and COUNTY to define procedures and where feasible implement equipment resiliency to help minimize the number of call-outs.
  - g. COUNTY CIS staff will coordinate with other CITY service providers and vendors as necessary to fulfill the services being provided and ensure a coordinated effort.
  - h. COUNTY CIS staff will work with the CITY's IT Services Coordinator to develop a three year technology plan and to keep it updated from year to year.
  - i. When requested to do so, COUNTY CIS staff will review IT project specifications and make recommendations to the CITY's IT Services Coordinator.
2. **Technology Audit:** The COUNTY will conduct an initial audit of CITY IT resources and make recommendations on vulnerabilities, configuration changes, resiliency, and areas where greater consistency and efficiencies can be achieved. These recommendations will be presented to the CITY's IT Services Coordinator and a plan developed to implement approved changes.

COUNTY CIS staff will work with the CITY's IT Services Coordinator on fiscal budget planning for IT resources.

3. **Objectives:** From this arrangement, the CITY hopes to gain the following:

- a. Consistent effective support and resolution of end-user problems.
- b. Consistency throughout the network with high uptime.
- c. Implementation of Standard Operating Procedures and Policies.
- d. Proactive monitoring of critical network resources.
- e. Additional assistance related to GIS applications to include SQL support.
- f. Accurate documentation of CITY IT resources and software licensing.
- g. Accurate ticket logs and documented FAQs for common issues.

4. **Obligations and Service Level Objectives:**

- a. The COUNTY will staff qualified personnel to fulfill the requirements set forth in this exhibit, specifically the staffing of a full time onsite technician at the CITY. Additionally, the COUNTY will provide as needed services (estimated to be a combined effort of one-half / full time equivalent position) for Network Administration, Systems Administration, Technology Planning, and similar services utilizing existing COUNTY CIS staff that possesses those skills and experience.
- b. The COUNTY Helpdesk will be available Monday – Friday (8am to 4:30pm) excluding COUNTY Holidays.
- c. Work hours of the onsite technician will be coordinated between the CITY IT Services Coordinator and the COUNTY Information Systems Manager to be flexible, however the general objective is to provide 40 hours a week of coverage during normal CITY business hours. Technical support during times the assigned technician is on Annual or Sick Leave will be covered by other CIS staff; however, they may not be physically assigned to be onsite at the CITY.
- d. The COUNTY will provide basic after-hours on-call support for the Foley Police and Fire Departments' IT needs. Efforts will be made by both the CITY and COUNTY to define procedures and where feasible implement equipment resiliency to help minimize the number of call-outs. The COUNTY will provide both an email address and phone numbers that can be utilized to initiate the after-hours call out.
- e. COUNTY CIS staff will coordinate with the CITY's IT Services Coordinator when the workload exceeds what can be accomplished within the 40 hour work week. The IT Services Coordinator will work with technicians to prioritize work orders and will keep CITY staff apprised of anticipated timeframes for resolution to issues.
- f. The COUNTY will furnish standard small tools, test equipment, and transportation for all COUNTY staff that are assigned to support the CITY. The CITY will be responsible to furnish specialty test equipment if required for their specific installed hardware/equipment.
- g. The COUNTY will provide industry standard training of COUNTY staff to fulfill the requirements of this agreement where those technologies align with common technologies that the COUNTY utilizes. The CITY will be responsible for providing any required training to support technologies that are specific to the CITY's installed technologies.
- h. The COUNTY will notify the CITY's IT Services Coordinator of any critical issues that are reported. Critical issues for purposes here are defined as issues that result in an entire department or facility being down (i.e. server failure, Internet/network interruption lasting over 30 minutes, etc.). Both Parties will work jointly to refine the notification process.

- i. When possible, all maintenance of critical technology infrastructure will be scheduled with the CITY's IT Services Coordinator and will be planned in such a way to minimize disruption to end users.
- j. The COUNTY will monitor and ensure the regular update of CITY Anti-Virus programs. The frequency of this is often times dependent on the application vendor; however, the COUNTY and CITY will work jointly to refine and document these procedures.
- k. The COUNTY will monitor and apply relevant Microsoft updates to CITY computers. Monitoring will be done weekly, but coordination will need to be done with the CITY's software vendors to ensure the updates have been tested and approved for those applications. The COUNTY and CITY will work jointly to refine and document these procedures.
- l. The COUNTY will monitor and ensure successful completion of nightly and weekly backups of all CITY servers.
- m. It is agreed that the assigned onsite technician may be rotated from time to time as long as the assigned person has the specified skills and experience. To ensure continuity of service, this rotation will be coordinated between the COUNTY Information Systems Manager and the CITY IT Services Coordinator. This rotation has cross training advantages to both Parties. For the CITY, it will ensure more than one person is knowledgeable of their technical environment and facilities. For the COUNTY, it provides an opportunity to ensure all COUNTY staff is familiar with the COUNTY technical environment and facilities.

5. Compensation: For purposes of the upcoming year, it has been estimated that the combination of the services provided will equal one and a half full time equivalent (FTE) positions. The annual cost for these services will be \$107,000.00. This will be invoiced by the COUNTY on a monthly recurring basis for one-twelfth the annual amount. This will fund a full time Communications Tech III position to be on site at the CITY facilities, plus fund half an FTE that would effectively provide access to multiple other COUNTY staff for Network Administration, Systems Administration, Technology Planning, etc. The following table illustrates the breakdown that was used to derive this cost.

	Salary	Fringes	Administrative Costs	Expenses (Vehicle/Tools/Etc.)	Total	City Portion
Communications Tech III	\$45,000	\$15,750	\$2,250	\$6,000	\$69,000	\$69,000
Network Administrator	\$50,000	\$17,500	\$2,500	\$6,000	\$76,000	\$38,000
						<b>\$107,000</b>

This would cover the personnel costs for day to day operations and normal technology planning. Equipment and material costs would be the CITY's responsibility.

Special Projects that the Parties jointly identify to be beyond the scope of normal operations would be estimated and agreed on prior to incurring the costs, which would then be billed using a time and material basis. Hourly rates for Special Projects will be per the "Rate Schedule for Computer Networking, Telecommunications, and Related Services" (Exhibit B). Special Projects will require prior approval by the CITY IT Services Coordinator per the procedures specified in Section 3b of the Service Agreement.

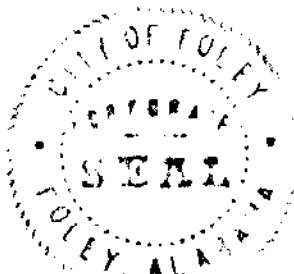
On at least an annual basis, the COUNTY and CITY will jointly review the services being provided, continuing level of effort to maintain the services, and compensation amount. Should it be determined that modifications are needed they can be facilitated via an Amendment as defined in Section 3c of the Service Agreement.

## Article V.

### EFFECTIVE DATE OF FIRST AMENDMENT

The effective date of this First Amendment shall be the date when the Chairman of the Baldwin County Commission places his signature hereon following execution by the CITY.

**THIS IS INTENDED TO BE A LEGALLY BINDING FIRST AMENDMENT TO SERVICE AGREEMENT. IF YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THIS FIRST AMENDMENT TO SERVICE AGREEMENT, SEEK LEGAL ADVICE BEFORE SIGNING.**

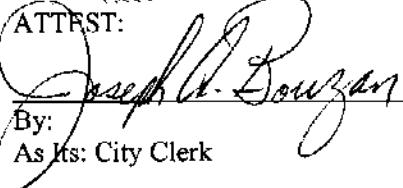


#### CITY OF FOLEY

By:   
JOHN KONIAR  
As Its: Mayor

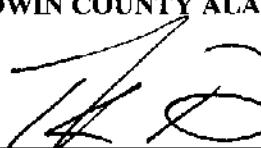
4/3/2013  
Date

ATTEST:

By:   
Joseph A. Brewer  
As Its: City Clerk

4-3-13  
Date

#### BALDWIN COUNTY ALABAMA

By:   
TUCKER DORSEY  
As Its: Chairman

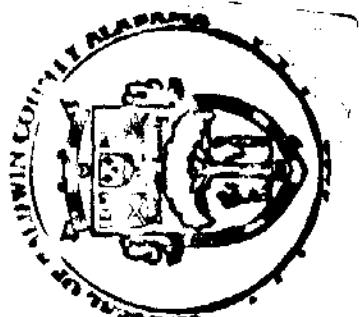
4/9/13  
Date

ATTEST:

DAVID A. BREWER  
As Its: Administrator

4-9-2013  
Date

**\*\*NOTARY PAGE TO FOLLOW\*\***



STATE OF ALABAMA )

COUNTY OF BALDWIN )

I, Monica E. Taylor, a Notary Public, in and for said County in said State, hereby certify that TUCKER DORSEY, whose name as Chairman, and DAVID A. Z. BREWER, whose name as County Administrator of the BALDWIN COUNTY COMMISSION, a county commission and political subdivision of the State of Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said county commission.

Given under my hand and seal this 9th day of April, 2013.



Monica E. Taylor

Notary Public, Baldwin County, Alabama  
My Commission Expires: 09/05/2016

STATE OF ALABAMA )

COUNTY OF BALDWIN )

I, Brenda W. Shambo, a Notary Public, in and for said County, in said State, hereby certify that JOHN KONIAR, whose name as Mayor and Joseph A. Boyan whose name as City Clerk, of the CITY OF FOLEY, an Alabama municipal corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipal corporation on the day the same bears date.

Given under my hand and seal this 3rd day of April, 2013.



Brenda W. Shambo

Notary Public, Baldwin County, Alabama  
My Commission Expires: 12/19/2015

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Dec 19, 2015  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

**SERVICE AGREEMENT**  
**Between BALDWIN COUNTY and The CITY OF FOLEY**

KNOW ALL PERSONS BY THESE PRESENTS, THAT THIS AGREEMENT ("Agreement") is entered into between the CITY OF FOLEY ("CITY") and BALDWIN COUNTY ("COUNTY"), (herein collectively referred to as the "Parties".)

**WITNESSETH:**

WHEREAS, the CITY is a municipal corporation organized under the laws of the State of Alabama; and

WHEREAS, the objective of the CITY is to, serve the citizens and taxpayers of the City of Foley in an efficient and responsible manner; and

WHEREAS, the COUNTY considers the goals and objectives of the CITY to be supportive and complimentary of those of the COUNTY; and

WHEREAS, the Baldwin County Communications and Information System Department ("CIS"), a department of the COUNTY, has the knowledge, ability and availability to offer services relative to communication information systems, as more specifically detailed herein, to the CITY; and

WHEREAS, the CITY desires to have CIS provide such services as are more specifically detailed herein; and

WHEREAS, providing such services by COUNTY to CITY will provide, among other things, the enhancement of data sharing and collaborative efforts among the Parties; and

WHEREAS, the COUNTY has determined that providing such services to the CITY serves a public purpose and enhances the public good and wellbeing for all citizens of Baldwin County.

NOW THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, the Parties do hereby agree as follows:

1. **Recitals.** The above recitals and statements are incorporated as part of this Agreement as if fully set forth herein.
2. **Grant of Authority.** Subject to the terms and conditions set forth herein, the CITY hereby grants to the COUNTY, its affiliates, employees, agents, representatives, contractors, subcontractors, licensees and invitees (hereinafter "County Representatives") a revocable, non-exclusive, limited and temporary authority to access the CITY's computer system, individual computers, etc., and to enter upon the CITY's real property ("Property") needed to access in order to fulfill the terms and conditions of this Agreement.

3. Services and Compensation.

- a. Initial Services. The CITY agrees to pay the COUNTY for the initial one-time and monthly recurring services as defined in the attached Exhibit A which are based on the fees/rates of the current COUNTY "Rate Schedule for Computer Networking, Telecommunications, and Related Services" which is attached as Exhibit B. These rates are subject to change from time to time as approved by the County Commission. Payment will be due as work is performed or as services are provided and will be invoiced by the COUNTY on a monthly basis.
- b. Additional Services. The CITY may, at its option, elect to subscribe to additional services contained in the attached schedule of services entitled "Rate Schedule for Computer Networking, Telecommunications, and Related Services" (see "Exhibit B"), which details the fees and/or charges for these Services. If the CITY and COUNTY wish to enter into an agreement for additional Services and otherwise based upon the same terms and conditions as outlined herein, the CITY shall identify to COUNTY, in writing, an agent authorized to request services and/or equipment to be installed and/or serviced and to make decisions as they relate to the user settings and security. The CITY's authorized agent shall then make proper submission of the attached "Order Form" (see "Exhibit C"). If the COUNTY agrees to provide such services, proper acceptance by the COUNTY shall be evidenced by a signature of the COUNTY's authorized agent on the same "Order Form."

4. Effective Date, Duration and Term. This Agreement shall be effective upon the date of full and complete execution. The term of the Agreement shall be from the date of full execution, extending twelve (12) months thereafter, and automatically renewing annually, unless terminated by either party with a ninety (90) day written notice. Upon termination or expiration of the term of this Agreement, all rights to enter upon the Property under this Agreement shall cease, excepting only the limited need to enter upon the Property for removal and completion as referenced herein in paragraph nine (9).

5. Disclaimer of Warranties. COUNTY in no way warrants or guarantees the services and/or equipment installed and/or serviced under this Agreement. Reasons that may affect, interrupt, cause failure or otherwise limit the use of such services and/or equipment 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 CITY.

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 services and/or equipment will meet the requirements of CITY. Without limiting the foregoing, the COUNTY does not warrant that the services and/or equipment 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 CITY'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 services and/or equipment are informational and are not given as a warranty of any kind.

COUNTY does 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 services due to causes beyond our reasonable control.

6. Right to Interrupt. COUNTY specifically reserves the right to interrupt CITY's use of the services and/or equipment installed and/or serviced under 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 CITY at least 24 hours notice of any such interruption, but will work with the CITY, in instances when that is not feasible, to coordinate a time that will minimize the impact to CITY Operations.
7. Indemnity and Hold Harmless. The CITY shall indemnify, defend and hold COUNTY, its officers, directors, and County Representatives harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by or imposed upon COUNTY or any County Representative, as a result of any entry upon or activity conducted by, or any act or omission, by COUNTY or any County Representative, employee, agent, or subcontractor arising out of providing the subject services, including but not limited to the construction, maintenance, upgrade, repair or removal of any information equipment from the Property 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 the COUNTY. COUNTY does not and shall not waive any rights against CITY which it may have by reasons of this indemnification. This indemnification by CITY 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.

CITY shall at all times comply with all applicable Federal, State, County, local and municipal laws and regulations and agrees to use the services and/or the equipment installed and/or serviced under this Agreement only for lawful purposes. CITY agrees to indemnify, defend, and hold harmless COUNTY, its officers, directors and County 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 COUNTY for failure by CITY to comply with such laws and regulations.

8. **Further Liability.** In no event or way will the COUNTY, its officers, directors, or County Representatives 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 services and/or the equipment installed and/or serviced under this Agreement. 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.
9. **Removal and Completion Upon Termination.** Upon the expiration or termination of this Agreement, the CITY shall peaceably allow COUNTY immediate access to the Property in order to; (a) remove all materials, equipment, debris, waste, and improvements placed thereon by COUNTY or County Representatives (or resulting from work under this Agreement); and (b) repair any damage to the Property and restore the Property to its condition on the date of this Agreement.
10. **Termination for Breach.** This Agreement may be terminated by either Party upon written notice should the other Party fail to fulfill any obligation of this Agreement and such failure is not cured within five (5) days after giving notice the Party in breach.
11. **Insurance.** Prior to the services and/or equipment being installed and/or serviced under this Agreement, each party shall show proof of the following:

Each party shall carry, with insurers satisfactory to the other, throughout the term hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting

the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the installation and/or servicing of the services and/or equipment under this Agreement. All liability insurance shall name the other party as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance, evidencing such coverage satisfactory to the other party, shall be furnished to the other party, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to the other party in the event of cancellation, termination or any change in such insurance policies. Should either party fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, the other party may, at its option, suspend this Agreement until insurance is obtained or terminate this Agreement immediately without further action.

12. **No Assignment.** The Parties shall not have the right to assign this Agreement or any rights or obligations hereunder without written permission and consent by the other Party. Any attempted assignment shall be void. No assignment shall relieve the other Party of its liabilities and obligations herein.
13. **Legal Compliance.** CITY shall at all times comply with all applicable Federal, State, County, local and municipal laws and regulations. CITY agrees to use the services and/or equipment installed and/or serviced under this Agreement only for lawful purposes. CITY will be responsible for any and all liability that may arise out of content transmitted by CITY to any person, whether authorized or unauthorized, using the services and/or equipment. COUNTY reserves all rights at law and equity to proceed against anyone who uses the services and/or equipment illegally or improperly.
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 D". Both parties agree to adhere to these policies as they affect the uses under this Agreement and with the exclusion of Section 3 of Policy 5.1. However, it is the intent of the COUNTY that the CITY maintains full authority, ownership, and control over all CITY data including without limitation, documents, emails, calendars, other Exchange Server data, and data within SQL databases. Furthermore, the COUNTY will honor, subject to the limitations required by law, CITY confidentiality.

15. Agency. It is neither the express nor the implied intent of the Parties to create an agency relationship pursuant to this Agreement; therefore, any actions of the parties shall not be considered or implied to create such agency.
16. No Waiver. The failure of either Party to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.
17. Termination. It is understood and agreed that this Agreement may be terminated by either party, with or without cause. In the event of termination with cause, such termination shall be accomplished by giving written notice and once notice of termination is given, the permission herein granted shall immediately and automatically terminate (except as noted in paragraph nine (9)). In the event of termination without cause, such termination shall be accomplished by giving written notice ninety (90) days before the date that termination shall take effect.
18. Notice. Every notice or response required by this Agreement to be served upon either party 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 BALDWIN COUNTY shall be addressed as follows:

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

The notices or responses to The CITY OF FOLEY shall be addressed as follows:

City of Foley  
P.O. Box 1750  
Foley, AL 36536  
Attn: Mayor John Koniar

COUNTY and CITY 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.

19. Attachments. The following exhibits and/or attachments listed below are specifically included as a necessary part of this agreement and the same shall not be complete without such items, to wit:

- A. Exhibit A – Initial Services and Project Description
- B. Exhibit B – County Rate Schedule
- C. Exhibit C - Sample Order Form
- D. Exhibit D – County Policies

County and the City jointly shall cause such items as listed above to contain dates, signatures of the parties with authorization to make such signatures, and sufficient marks and references back to this Agreement noting their inclusion and attachment hereto. In any event of a conflict between this document and the attachments referenced above, this document shall govern.

20. Miscellaneous.

- (a) Neither of the Parties or their successors or assigns shall be personally or individually liable under this Agreement or any instrument executed or delivered by any one of them pursuant to the terms and conditions of this Agreement, and neither party shall look to the other personally or individually for the satisfaction of any claim hereunder or there under.
- (b) This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both COUNTY and CITY have contributed substantially and materially to the preparation of this Agreement.
- (c) This Agreement shall apply to and bind the successors and permitted assigns of the respective parties.
- (d) This Agreement embodies the entire agreement and understanding of the parties and there are no further or prior agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.
- (e) This Agreement may not be modified in any manner other than by an agreement as specified herein.
- (f) The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.
- (g) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement may be delivered by facsimile transmission.
- (h) This Agreement shall be construed in accordance with and governed by the laws of the State of Alabama.
- (i) 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.
- (j) CITY's obligations under this Agreement shall survive expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of full execution by Licensee below.

**SIGNATURE AND NOTARY PAGE TO FOLLOW**

COUNTY:

BALDWIN COUNTY, ALABAMA

BY: Frank Burt Jr. /Date  
Frank Burt Jr., Chairman /Date



ATTEST:

Perry Wilbourne /1-18-2011  
/Date

Perry. Co. Administrator

CITY:

THE CITY OF FOLEY

BY: John Koniar, Mayor /Date

1/16/2011  
/Date

ATTEST:

Perry Wilbourne /1-10-11  
Perry Wilbourne /Date

City Administrator/Clerk

State of Alabama )

County of Baldwin )

I, VICTORIA G. SOUTHERN, a Notary Public in and for said County, in said State, hereby certify that John E. Koniar & Perry Wilbourne, is/are the individual(s) whose name(s) is/are signed to the foregoing License, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the License, he/she/they executed the same with full authority to do so voluntarily and personally.

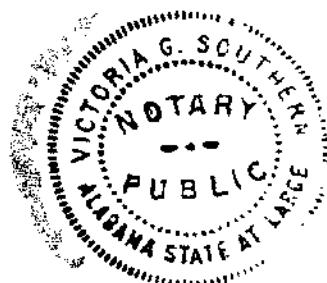
Given under my hand and official seal, this the 10th day of January, 2011.

VICTORIA G. SOUTHERN  
Notary Public

My Commission Expires: 6-1-2013

Service Agreement BC to City of Foley

Page 8 of 8



## EXHIBIT A to Service Agreement BC – City of Foley

*The following is meant to accurately define the initial configuration, responsibilities, and resources that are being provided under this Agreement for Providing Fiber Optic Connections for the Delivery of Communication Services and Connectivity to the County Extranet. Because technology and methods change at a rapid pace, it is imperative that modification of these configurations be allowed, provided that both County and City 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 City will be responsible for maintaining accurate configuration information and documentation of changes made over time.*

- The City will have constructed/installed a minimum 24 strand single mode fiber between the Foley Justice Center located at 200 E. Section Avenue and the Baldwin County Foley Satellite Courthouse located at 201 E. Section Avenue. Entrance to the Foley Satellite Courthouse will be via the existing County handhole and duct located at the southwest corner of the Foley Satellite Courthouse. The remainder of the route will be engineered by the City and their chosen contractor.
- The County and the City will provision a minimum of four (4) fiber strands within each of their respective fiber networks to create a connection to the County Extranet. The main demarcation point ("DEMARC") connection on the County side will be at the Foley Satellite Courthouse. The main DEMARC connection on the City side will be at the Foley Justice Center. Additional DEMARC locations may be defined and implemented as required if the City requests enhanced services in the future or it is determined to be beneficial to the operation of the Extranet.
- The City agrees to provide an additional four (4) dark fiber strands from the Foley Satellite Courthouse to the Foley Justice Center for future use by the County.
- The County will work with the City and their chosen contractor to engineer the best possible scenario for splicing/terminating connections that will provide the desired results of connectivity between the Foley Justice Center and the Foley Satellite Courthouse. The City will be responsible for having their chosen contractor coordinate with the County CIS Department before making any connections or entrance to the County facilities.
- The City will be responsible for the expenses incurred in constructing their fiber network and for the expenses associated with any fiber splices, fiber terminations, and for providing LGX enclosures in both the Foley Justice Center and the Foley Satellite Courthouse.
- The City and the County will each be responsible for the ongoing maintenance of their respective fiber networks.
- The County will be responsible for providing, installing, and maintaining the network equipment to connect the Extranet from the main County DEMARC to the main City DEMARC. The network equipment is already in place at the County DEMARC and the County will install a VPN/Firewall plus an eight port Ethernet switch at the main City DEMARC.
- The City will be responsible for providing, installing, and maintaining the network equipment to extend the Extranet to each of their facilities and desktops that are desired to have access to the Extranet. The equipment must support the capability to route IP addresses internally, preferably utilizing multiple VLANs to route the different services. The County CIS Department can provide recommendations if requested.
- The City will provide sufficient space, power, and cooling in their main DEMARC for the County network equipment. The City will provide reasonable access to that equipment for County staff

## **EXHIBIT A to Service Agreement BC – City of Foley**

and contractors, but reserves the right to enforce security measures and/or monitored access to ensure the integrity and security of other City assets within that room.

- The County will provide access to the basic services of the County Extranet. Those services currently include access to the County GIS information, connectivity for the Police Department to the E911 ANI/ALI information transfer, and connectivity to the County internal Video Conference network (requires the City have compatible Video Conference equipment at their location).
- The County will provision access at the main City DEMARC for connectivity to the Interoperable radio communications and control systems network commonly referred to as "VLAN 49". This network was created via cooperative efforts of Baldwin County E-911 and the City of Bay Minette, with support from the Baldwin County CIS Department. Addition of the City of Foley to this network will expand and enhance overall public safety Interoperable communications efforts. The County is providing network transport only at this time, the operation and management of interoperable radio communications and control systems is a cooperative undertaking of the individual public safety agencies. It will be the responsibility of the City to coordinate with other participating public safety agencies and to provision City equipment to utilize any capabilities that are accessible via VLAN 49.
- The City is responsible for expenses associated with meeting their responsibilities as described above, but there are no initial one-time or recurring monthly charges that will be due to the County for the initial services being provided in this agreement. In the future the City may at its option elect to subscribe to additional services which would have associated charges per the terms of this agreement.

## EXHIBIT B to Service Agreement BC – City of Foley

### BALDWIN COUNTY COMMISSION

Communications & Information Systems Department

### Rate Schedule for Computer Networking, Telecommunications, and Related Services (Effective Date January 1, 2009)

#### RECURRING CHARGES (*These services are billed on a monthly basis*):

##### Computer Networking Services

Personal Computers	\$ 48.00 per personal computer
Printers	\$ 42.00 per printer
E-mail Fee	\$ 6.00 per E-mail account

##### Telecommunications Services

Basic Dial-tone/Extension	\$ 29.00 per telephone number
Add: Direct-dial (DID) Number	\$ 13.00 per DID number
Add: Voicemail	\$ 6.00 per voicemail account

##### Other Network Services

Network Security Camera	\$ 52.00 per camera
Enterprise Blackberry Account	\$ 6.00 per Blackberry
Managed Access Control/Door Lock	\$ 42.00 per door lock
Video Conferencing Device	\$ 48.00 per device
Standard Virtual Application Server Service (specifications currently defined by CIS)	\$90.00 per virtual server
Microsoft SQL Database Hosting Service (up to 10gb)	\$50.00 per database
Additional Disk Storage (allocated in 50gb blocks)	\$50.00 per 50gb block

#### NON-RECURRING CHARGES (*These charges are assessed and billed as they occur*):

**Standard Device Installation Rates.** A one-time charge for the installation of individual devices will be billed according to the following schedule:

• Personal Computer	\$ 150.00
• Printer	\$ 50.00
• Telephone	\$ 50.00
• Security Camera	\$ 100.00

- Installation charges for devices not listed above will be based on actual time and materials. A one-hour minimum charge will apply.
- Moves and changes of devices will be billed based on actual time and materials. A one-hour minimum charge will apply.
- To take advantage of economies of scale, charges for the installation of multiple devices within a single Agency, Office, or Department will be considered one project and will be billed according to actual time and materials. A one-hour minimum charge will apply.

##### Standard Hourly Rates

Minimum charges and/or multiple installations will be billed based upon the following Standard Hourly Rate Schedule for each billable hour:

• Technician & Operations Hourly Rate	\$ 50.00
• Programming & Analysis Hourly Rate	\$ 65.00

##### Miscellaneous

- Long distance charges will be billed at the prevailing County rate.
- Other costs specific to a Agency, Office, or Department will be passed through to the respective end user, and may be subject to an additional administrative fee. An example would be Off Premises Extension (OPX) line charges.

## EXHIBIT B to Service Agreement BC – City of Foley

### ADDITIONAL INFORMATION

#### Recurring Charges

In this application, recurring charges are defined as those charges for services rendered by the Communications & Information Services (CIS) Department (see Rate Schedule for Computer Networking, Telecommunications, and Related Services for a description of services) to external and/or internal customers on an on-going basis. Recurring charges will be billed each month, and shall continue until such time an agreement between CIS and the customer is reached to terminate service.

#### Non-recurring Charges

Non-recurring charges are defined as one-time charges that are usually applicable to installing, moving, or changing computer, network, or telephone-related devices.

#### Computer Networking Services

Recurring Computer Networking Charges includes server data housing (data back-up and storage) services.

#### Telecommunications Services

Direct-dial numbers and voice mail are features that are added to the basic extension dial-tone service. Depending on the level of service desired, the following monthly recurring rate calculation(s) will apply:

Assumption I:	Basic dial-tone	\$29.00
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Assumption II:	Direct-dial	
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Basic dial-tone	\$ 29.00
Add: Direct-dial (DID)	<u>13.00</u>

Total	\$ 42.00
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Assumption III:	Direct-dial with Voice Mail	
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Basic dial-tone	\$ 29.00
Add: Direct-dial (DID)	13.00
Add: Voice Mail	<u>6.00</u>

Total	\$ 48.00
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#### Long Distance Charges

Long distance charges will be billed at the prevailing County rate.

#### Other Charges

Other costs and/or charges specific to a Agency, Office, or Department will be passed through to the respective end user, and may be subject to an additional administrative fee. An example would be Off Premises Extension (OPX) line charges.

**EXHIBIT C to Service Agreement BC ~ City of Foley**

**BALDWIN COUNTY**

**Communications & Information Systems**

**Order Form**

Customer:

Date: October 26, 2010

Order for Baldwin County IT Services

Bill to Dept/Code: ACCT. NUMBER	QTY	PRODUCT/SERVICE DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.				
2.				
3.				
4.				
5.				
** Total One Time NON-Recurring Costs *****				
1.				
2.				
3.				
4.				
5.				
6.				
** Total Monthly Recurring Costs *****				
** Total Annual Recurring Costs *****				

Ordered By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Work Order # \_\_\_\_\_

**EXHIBIT D to Service Agreement BC – City of Foley**

Consists of Baldwin County Commission Policies 5.1, 5.2, 5.3 and 8.10 which follow this page. These are the adopted policies as of the time this document was prepared, however these policies are subject to change from time to time by approval of the Baldwin County Commission. These policies are included as Exhibit D for reference purposes, but the current adopted policies of the Baldwin County Commission will prevail.

## EXHIBIT D to Service Agreement BC – City of Foley

COMMISSION POLICY	POLICY #5.1
<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>OBsolete Versions</u></b> <small>(Can be found in the <i>inactive Policy Book</i>.)</small>	
<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 D to Service Agreement BC – City of Foley

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 D to Service Agreement BC ~ City of Foley

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 D to Service Agreement BC – City of Foley

- 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

## EXHIBIT D to Service Agreement BC – City of Foley

and sub-functions. The *Alabama County Commissions Functional Analysis & Records Disposition Authority* document can be found by going to <http://bmspa/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 D to Service Agreement BC – City of Foley

COMMISSION POLICY	POLICY #5.2	
<b>SUBJECT:</b> GIS Data Distribution and Pricing Policy		
<b>DATE ADOPTED</b> March 16, 2010	<b>PAGE (BCC MINUTES)</b> Page 10-11	
<b>OBSOLETE VERSIONS</b> ( <i>Can be found in the Inactive Policy Book</i> )		
<b>DATE ADOPTED</b> April 3, 2001 February 19, 2008	<b>PAGE (BCC MINUTES)</b> Book 27, pg. 21-24 Page 26	

**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, availability and pricing of GIS data. The purpose of charging for GIS data is recouping the cost of making the data available by means of data transfer or various web-based applications and services. 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.

## EXHIBIT D to Service Agreement BC – City of Foley

4. The Rate Schedule for GIS Data will define entities that will be provided GIS data at no charge and the pricing for any individual/entity that does not meet this definition. The rate schedule will identify all layers that are available for distribution.
5. The Baldwin County Commission may also make data available for viewing purposes through the use of ArcGIS Server and the development of web mapping websites and web services that may be consumed by the user.

### FORMS/ATTACHMENTS/EXHIBITS

Rate Schedule for GIS Data

## EXHIBIT D to Service Agreement BC – City of Foley

### Baldwin County Commission Rate Schedule for GIS Data

GIS data is available for sale to commercial entities and private property owners.

Data is provided at no cost to:

- Local, State and Federal government agencies
- Educational institutions
- Commercial entities under contract with Baldwin County. Data is restricted to only that specifically related to the contracted project.
- Public utilities providing services within Baldwin County
- Non-profit Organizations
- Land Trusts

Datasets are available as countywide shapefiles (.shp) at a cost of \$75.00 per layer and include:

Parcels  
Street Centerlines  
Hydrology  
Zoning  
Municipal Boundaries  
Land Use/Land Cover  
Potential Wetlands

-The County owns/developed shapefiles that may be historic in nature. These layers will be available upon request at the same rate.

Aerial Photography and Contour data are available by sections within the County. The County is divided into eight (8) sections corresponding to USGS Topoquad boundaries. Each section is available at a cost of \$500.00 each. Datasets include:

2009 True Color Photography (.tif or .sid format)  
2009 CIR Photography (.tif or .sid format)  
1' Contour Data (shapefile .shp format)

-Historical datasets for imagery exists and will be distributed based on the same eight (8) geographic areas upon request.

Digital data distributed by the Baldwin County Commission's CIS Department is derived from a variety of public and private sources and is considered to be dependable. However, the accuracy, completeness, and currency thereof are not guaranteed. The Baldwin County Commission makes no warranties, expressed or implied, as to the accuracy, completeness, currency, reliability, or suitability of information or data contained in or generated from the County Geographic Database for any particular purpose. Additionally, the Baldwin County Commission or any agent, servant, or employee thereof assume no liability associated with the use of this data, and assume no responsibility to maintain it in any matter or form. For more information concerning GIS data call 251.580.2535.

## **EXHIBIT D to Service Agreement BC – City of Foley**

<b>COMMISSION POLICY</b>	<b>POLICY #5.3</b>
<hr/>	
<b>SUBJECT:</b> Website Publishing	
<hr/>	
<b>DATE ADOPTED</b>	<b>PAGE (BCC MINUTES)</b>
February 19, 2008	Page 26
<hr/>	
<b><u>OBsolete Versions</u></b> <small>(Can be found in the <i>Executive Policy Book</i>.)</small>	
<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.fl.us](http://www.co.baldwin.fl.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;

## EXHIBIT D to Service Agreement BC – City of Foley

- 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.

## EXHIBIT D to Service Agreement BC – City of Foley

- 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**

EXHIBIT D to Service Agreement BC – City of Foley

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

*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**

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.

## EXHIBIT D to Service Agreement BC – City of Foley

### 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.