

## AGREEMENT FOR AMBULANCE SERVICES

THIS AGREEMENT is made and entered into this 24<sup>th</sup> day of August, 2023, by and between the Town of Monterey, Massachusetts (hereinafter referred to as the "TOWN"), a municipal corporation organized under the laws of the Commonwealth of Massachusetts and Southern Berkshire Volunteer Ambulance Squad Inc., a non-profit corporation duly organized under the laws of the Commonwealth of Massachusetts (hereinafter referred to as "CONTRACTOR"), having its principal place of business at 31 Lewis Avenue, Great Barrington, MA 01230.

In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

### 1. SCOPE OF AGREEMENT:

In consideration of the compensation set forth herein, CONTRACTOR agrees to provide ambulance service to the TOWN in accordance with all if the provisions of this agreement, including the SPECIFICATIONS FOR PROVISION OF AMBULANCE SERVICE and SCHEDULE OF INSURANCE REQUIREMENTS attached hereto and incorporated herein by reference.

### 2. TERM OF AGREEMENT:

The parties' obligations under this agreement shall commence on July 1, 2023 and continue until June 30, 2024 or until such time as the contract is terminated in accordance with the provisions set forth herein.

### 3. COMPENSATION:

In consideration of the services to be performed by CONTRACTOR, CONTRACTOR shall be paid, according to the timetable, terms and procedures described in Paragraph 4 below, the sum of fifty-one-thousand six-hundred and seventy (\$51,670.00) Dollars.

### 4. PAYMENT SCHEDULE AND TIMETABLE:

CONTRACTOR shall provide the TOWN with a written invoice for services rendered on a quarterly basis. The CONTRACTOR will provide the TOWN with an invoice on the first day of each quarter. Each such invoice shall represent charges totaling one quarter (1/4) of the TOTAL PAYMENT due for the fiscal year in which the services were rendered to the TOWN. All invoices rendered shall be due and payable within thirty (30) days of the invoice date. Payment and performance obligations of the TOWN during fiscal years succeeding fiscal year 2024 shall be subject to extension of this Agreement by the Town and the appropriation or other availability of funds to the TOWN.

Fiscal Year	Total Payment
2024 (July 1, 2023 – June 30, 2024)	\$51,670.00

Payments by the TOWN for services rendered under this agreement shall be allocated as follows:

\$12,917.50 invoice for the July 1-September 30, 2023 quarter;  
\$12,917.50 invoice dated October 1, 2023;  
\$12,917.50 invoice dated January 1, 2024; and  
\$12,917.50 invoice dated April 1, 2024

**5. SERVICES TO BE PROVIDED:**

CONTRACTOR shall furnish ambulance service as defined in Paragraph 1 of this Agreement, and in the other Contract Documents.

**6. TYPES OF VEHICLES TO BE PROVIDED:**

CONTRACTOR shall make available to the TOWN ambulance of standard make and manufacture, regularly maintained by a qualified mechanic, modern, clean and neat in appearance and fully equipped and maintained in accordance with the standards recommended by Massachusetts General Laws, Chapter 111C, and other federal, state or local laws, bylaws, rules or regulations. All vehicles provided by CONTRACTOR under this agreement shall be equipped with functioning two-way radios which adequately cover the geographical area(s) contemplated by this agreement and shall be compatible with the radios and frequencies utilized by the TOWN's Fire Department, Police Department, and Highway Department.

**7. TRAINED CREWS:**

CONTRACTOR shall at all times utilize crews for the operations of the ambulances which crews shall be thoroughly trained in accordance with the recommended standards of the Office of Emergency Medical Services of the Commonwealth of Massachusetts.

**8. TWENTY-FOUR HOUR AVAILABILITY:**

CONTRACTOR shall maintain and provide the TOWN with ambulance service on a Twenty-Four (24) hour basis, seven (7) days per week, Three Hundred and Sixty Five (365) days per year. CONTRACTOR shall maintain such service at 31 Lewis Avenue, Great Barrington, MA 01230, at an appropriate level of care and in sufficient quantities so that it will be prepared and able to dispatch ambulances immediately in response to emergency calls. If for some reason the CONTRACTOR moves from 31 Lewis Avenue, Great Barrington, Massachusetts, it will notify the TOWN.

In the event that the ambulance service cannot be provided to the TOWN by CONTRACTOR due to emergency including, but not limited to, those events specified in the paragraph entitled "Force Majeure", or other circumstances necessitating the deployment of such ambulance service elsewhere, CONTRACTOR shall so notify the Berkshire County Dispatch.

**9. STANDBY COVERAGE:**

Upon the request of the Monterey Police and/or Fire Departments, CONTRACTOR will provide ambulance service to stand by at the scene of a structural fire or other mutual aid type of emergency

or designated disaster, unless said ambulance service is unavailable under the circumstances described in Paragraph #8, in which case the provisions of that paragraph will apply in full.

#### **10. INSURANCE REQUIREMENTS:**

CONTRACTOR shall maintain insurance for its vehicles and operators of a kind and at the limits shown on the SCHEDULE OF INSURANCE REQUIREMENTS attached hereto and incorporated herein by reference. The Town of Monterey shall be named as an Additional Insured under all such policies except Workers' Compensation, and shall be provided a Certificate of Insurance by CONTRACTOR evidencing such designation at the time of the execution of this Agreement. Insurance for medical payments and malpractice as well as Workers' Compensation shall be maintained, at a minimum, at limits required for such coverage by the Commonwealth of Massachusetts. Certificates attesting to said coverage shall be provided to the TOWN upon execution of this Agreement, and annual thereafter or upon the renewal or modification of any such coverage. All such insurance shall cover the TOWN, its agents, officials and employees over and above the insurance otherwise available to the TOWN or said persons.

#### **11. INDEMNIFICATION:**

CONTRACTOR shall indemnify and hold harmless the TOWN against any and all liability, loss, damages costs or expenses relating to personal injury, death or property damage which the TOWN may sustain, incur or be required to pay, arising out of or in connection with services performed under this agreement, by reason of any negligent acts, omissions or inactions or willful misconduct of CONTRACTOR, a person employed by CONTRACTOR, or any of its agents or subcontractors.

#### **12. COLLECTION FROM PRIVATE PARTIES:**

CONTRACTOR shall make specific charges for services rendered to those individuals who actually use the ambulance service on a call basis with both the charge per call and rate per mile billed and collected by CONTRACTOR from the individual ambulance patient. The TOWN shall not be held liable for the non-payment of invoices by private parties.

#### **13. FINANCIAL REPORTING:**

CONTRACTOR shall provide a quarterly report that details the number of calls, the types of calls, the response times for each call, an average response time for the quarter, and the number of calls in which that the TOWN used mutual aid ambulance services rather than CONTRACTOR for ambulance services. The quarterly report must be submitted within fifteen (15) business days of the end of the quarter, starting with the July-September quarter. CONTRACTOR shall also provide a completed Form 990 to the TOWN within thirty (30) days of the filing of CONTRACTOR'S Form 990.

#### **14. GENERAL LEGAL COMPLIANCE:**

CONTRACTOR agrees to comply with all Federal, State and Municipal laws, ordinances, rules and/or regulations relating to or governing the services provided pursuant to this Agreement, including but not limited to, the requirements of the Health Insurance Portability and Accountability Act ("HIPAA"), including the privacy requirements thereof, labor laws, and those against discrimination, existing or

adopted in the future which are applicable at any time to CONTRACTOR pursuant to its obligation during this agreement. CONTRACTOR and any of its employees shall obtain, at their sole cost and expense, all required permits, franchises, approvals, licenses and/or certificates necessary for the performance of its obligations pursuant to the Agreement.

**15. NON-ASSIGNMENT OF CONTRACT:**

CONTRACTOR shall not assign or in any way transfer any interest in this Agreement without the prior written consent of the TOWN, which consent may be withheld for any reason.

**16. FORCE MAJEURE:**

Neither party will be liable to the other, or be deemed to be in breach under this Agreement, for any failure to perform including, without limitation, a delay in rendering performance, due to causes beyond its reasonable control, such as an order, injunction, judgment, or determination of any Court of the United States or of the Commonwealth of Massachusetts, an Act of God, war, civil disobedience, extraordinary weather conditions, labor disputes, or shortages or fluctuation in fuel, electric power, heat, light, or air conditioning. Dates or time of performance will be extended automatically to the extent of such delays provided that the party whose performance is affected promptly notifies the other of the existence and nature of such delay. It is agreed, however, that since the performance by CONTRACTOR if this Agreement is imperative to the safety of the general public, continued failure to perform for periods aggregating fourteen (14) days or more, even for causes beyond the control of CONTRACTOR, shall be deemed to render performance impossible, and the TOWN shall thereafter have the right to terminate this Agreement by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof.

**17. TERMINATION OF CONTRACT:**

**A. Termination for Cause:** Subject to the provisions of the Section entitled "Force Majeure", if CONTRACTOR shall fail to fulfill, in a timely and satisfactory manner, its obligations under this Agreement, or if CONTRACTOR shall violate any of the covenants, conditions, or stipulations of this Agreement, then the TOWN shall thereupon have the right to terminate this Agreement by giving written notice to CONTRACTOR of such termination and specifying the effective day thereof.

**B.** CONTRACTOR may terminate said Agreement for non-payment of service fees after sixty (60) days of non-payment.

**C. Termination for TOWN'S or CONTRACTOR'S Convenience:** Notwithstanding any provision of the Agreement to the contrary, the TOWN or CONTRACTOR may terminate this Agreement at any time for convenience by providing the Other written notice specifying therein the termination date, which date shall not be less than sixty (60) days after the date of such notice. Upon such termination, CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.

**18. NOTICES:**

Any notice required or permitted to be given to a party shall be sufficient if given in writing and sent by certified mail addressed as follows:

TO: TOWN  
Chair, Select Board  
435 Main Road  
P.O. Box 308  
Town Hall  
Monterey, MA 01245

TO: CONTRACTOR  
Southern Berkshire Volunteer  
Ambulance Squad Inc.  
31 Lewis Avenue  
Great Barrington, MA 01230

**19. INTEGRATION:**

All attachments referred to in this agreement are deemed to be a part of the agreement.

**20. ENTIRE AGREEMENT:**

This agreement, the documents attached hereto, and any documents specified in Section 21 constitute the entire agreement of the parties and any other agreements, written or oral, that may exist are excluded from this agreement.

**21. GOVERNING LAW:**


This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

**22. AMENDMENTS:**

No amendment to this agreement shall be effective unless it is in writing signed by authorized representatives of both parties, and attached hereto.

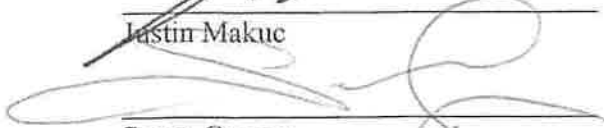
**23. WAIVERS:**

No covenant, condition, duty, obligation or undertaking contained in or made a part of this agreement shall be waived except by written agreement of the parties and forbearance or indulgence in any form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation or undertaking to be kept, performed or discharged by the party to which the same may apply, and notwithstanding any such forbearance or indulgence, the other party shall have the right to invoke any remedy available under this agreement or under law of equity.



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Justin Makuc



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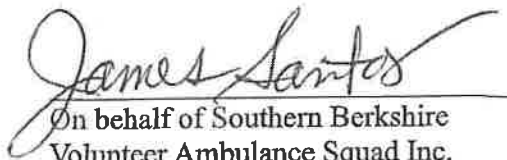
Susan Cooper



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Frank Abbott

On behalf of the Town of Monterey  
Select Board



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On behalf of Southern Berkshire  
Volunteer Ambulance Squad Inc.  
James Santos, President

## SPECIFICATIONS FOR PROVISION OF AMBULANCE SERVICE

1. CONTRACTOR will respond to every call to Monterey with either an ambulance licensed by Massachusetts Department of Public Health's Office of Emergency Medical Services (DPH-OEMS) to operate at the BLS level, staffed by two Emergency Medical Technician-Basic or an ambulance licensed by DPH-OEMS to operate at the ALS level, staffed by two Emergency Medical Technicians (EMT's). At least one of these EMT's must be an EMT- Paramedic while the other may be an EMT-Basic or EMT-Paramedic. CONTRACTOR shall determine the appropriate level of trained response.
2. The CONTRACTOR will respond to eighty-five percent (85%) of calls within five (5) minutes of being dispatched.
3. Vehicles shall meet or exceed the United States Government Department of Transportation Specification KKK-A-1822F, and the specification of M.G.L. c. 111C for Class 1 ambulances. Ambulance equipment operating within TOWN limits shall be properly licensed, registered, and insured in accordance with the laws of the Commonwealth of Massachusetts. CONTRACTOR agrees that the vehicle in service at the TOWN base(s) for calls under this Agreement shall be new (being first registered to CONTRACTOR), and in service shall not exceed 5 years for all front-line vehicles and 10 years for spare/reserve vehicles which would only be used when all other vehicles are busy or when a front-line vehicle is out of service for maintenance.
4. CONTRACTOR personnel shall be trained and certified in compliance with all pertinent state and federal regulations to assure appropriate response and treatment of all individuals affected or exposed to a "hazardous material" (as defined by state and federal law, and state and federal regulation). The TOWN and CONTRACTOR shall develop appropriate measures to ensure the protection of the CONTRACTOR's personnel from exposure to hazardous materials when responding to hazardous materials incidents. The CONTRACTOR shall train all responders to a minimum level of Hazardous Material Awareness and complete NIMS and ICS training (minimum 700-100) to a level appropriate to their functional responsibilities while responding to events within the TOWN.

5. CONTRACTOR personnel shall not provide any service under this Agreement without first passing a Criminal Offender Record Information (CORI) check. CONTRACTOR shall provide the TOWN with proof of CONTRACTOR's personnel CORI checks upon request from the TOWN.
6. CONTRACTOR agrees that any and all general laws and/or regulations promulgated by the Commonwealth, including its departments and agencies, relative to providing ambulance services, are hereby incorporated into this Agreement by reference, and further agrees to comply with them. If any provision of this Agreement is in conflict with the aforementioned, then the general law or regulation will govern.



## SCHEDULE OF INSURANCE REQUIREMENTS

CONTRACTOR agrees to maintain the types and minimum amounts of insurance coverage listed below:

- Worker's Compensation- Statutory limits based on the laws of the Commonwealth of Massachusetts;
- General Liability (Including Ambulance Attendants Malpractice Insurance)- Bodily injury and property damage of \$1,000,000 each occurrence, and \$10,000,000 aggregate;
- Automobile Liability- combined bodily injury and property damage of \$1,000,000 per accident w/ umbrella coverage of \$5,000,000 to a total of \$6,000,000;
- Excess Liability-Over general liability, including Ambulance Attendant's Malpractice Insurance, and auto liability in an amount not less than \$5,000,000.

The TOWN will be named as an "additionally named insured" on the certificate of insurance.

No cancellation(s) of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof by the parties proposing cancellation to the other party and to the TOWN at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice, which shall be sent by registered mail, return receipt requested. These provisions shall apply to the legal representative(s), trustee in bankruptcy, receiver, assignee, trustee, and successor(s) in interest of CONTRACTOR.

All insurance coverage shall be at the sole expense of CONTRACTOR and shall constitute a material part of the Agreement documents. CONTRACTOR shall furnish a Certificate of Insurance to the TOWN.

**Amended Select Board Draft 8/22/23**  
**Capital Plan**  
**Policy and Procedures**

**PURPOSE:**

To formalize standards and guidance for the development of the town's Capital Planning and for the equitable formulation of the annual capital budget consistent with sound practices and legal requirements.

**POLICY:**

The Select Board and Finance Committee, with the help of the Town Administrator, shall keep a Capital Plan which projects significant purchases that the Town expects to make in the next twenty years.

All capital items shall be included in the Capital Plan. A Capital item is an item which costs \$20,000 or more for a single item (or \$100,000 for a project with multiple items costing less than \$20,000 each), has a useful life of five years or longer, and is expected to be replaced within the next twenty years.

The Capital Plan shall guide the town in its management of the general stabilization fund, loans, and other financing options. Capital purchases and their related funding sources should be coordinated to fulfill the needs of the Town while mitigating excessive or variable impact on required tax revenue.

**PROCEDURES:**

During the annual budget process, Departments Heads, Chairs of multi-member Town bodies, and the Town Administrator shall propose additions and revisions to the Capital Plan. All Capital proposals must be **complete and submitted by January 10<sup>th</sup>** for the upcoming financial year, including an implementation schedule. These proposed changes to the Capital Plan shall be considered by the Select Board and Finance Committee.

In building and revising the Capital Plan, Department Heads, Chairs of multi-member Town bodies, the Town Administrator, the Select Board, and the Finance Committee shall consider the Evaluation and Priority Classification criteria listed below.

**Evaluation and Priority Classification:**

**Legally Required**

**Public Safety and Health** – Consideration will be given to the capital item's impact on conditions of public safety and health.

**Legal Requirements** – Consideration will be given to requests based on mandates of local, state or federal regulations or laws, or respond to Court, Federal or State orders. An example would be safety equipment for the Highway Department, which the Town is legally required to provide to protect its employees.

**Community Impact**

**Need** – Consideration will be given to the need that the request attempts to fill. Identify the need of the community and determine how vital it is to fulfill this need. How will the project benefit the Town and its residents?

**Quantity of Use** – Consideration will be given to the number of people that will benefit from the capital purchase, and how much they will benefit. For example, a high-cost item that is used for a specialty purpose with minimal benefit on an infrequent basis should be considered a lower priority, while an item that has broad uses, significant benefit, or whose use will serve many people should be given a higher priority.

**Service Impact** – Consideration of requests that are necessary due to increased, altered or new services the Town is offering or wishes to offer.

### **Administratively Efficient**

**Infrastructure Needs** - Consideration will be given to the impact of a request in relation to infrastructure problems and needs of the community. For example, does the current equipment the Town owns meet the infrastructure needs of the community? Does the capital project/item improve, make repairs or extend the useful life of a building, vehicle, or piece of equipment?

**Efficiency of Services** – Consideration will be given to requests that increase the efficiency of services provided by the Town to the public. A specific example may be the purchase of a new computer system or software that would provide the same level of service that currently takes many more hours to perform.

**Personnel Impact** – Consideration will be given to requests that are necessary based upon increased personnel or increased use by personnel.

**Administrative Needs** – Consideration will be given to requests that are necessary due to the administrative needs of various departments. Common examples would be copiers, computer equipment, office furniture, etc. that arise due to other factors (i.e. new employees, volume of material that needs to be maintained, etc.).

### **Fiscally Prudent**

**Budgetary Effects (short and long term)** – Consideration will be given to estimated costs with supporting documentation, delineated by category: architectural, land acquisition, demolition, site improvements, construction, etc. What are the direct costs of the capital project/item? Consideration will be given to the estimated useful life of project/capital item. What are the costs to bid, design, construct, purchase, install, implement, or otherwise complete the project which are not otherwise included? Does the capital project/item require any Town, State or Federal permitting and is there an associated cost?

**Budgetary Effects (indirect)** – Consideration will be given to the effects on the operating budget and the effect on useful life of existing assets. For example, will the project increase or decrease the maintenance budget? Please include effects to any department, including but not limited to the requesting department. Consideration will be given to whether the project will require additional or eliminate ongoing assistance from vendors at an additional expense to the Town. Consideration will be given to sale price of old equipment or vehicles, resulting in income to the Town. What are the indirect expenses and income related to the capital project/item?

**Budgetary Constraints** – Consideration will be given to the effect of various requests on the capital budget and town budget in total. What is the long term plan for the department, including projects awarded during the last three years and those expected for the next five years?

**Alternative Solutions** – Identify the problem and evaluate alternative solutions. Consideration will be given to the cost effectiveness of alternative solutions.

**Alternative Funding Sources** – Identify any other possible funding sources, included but not limited to state/federal grants or private funding.

## **Town of Monterey Acceptable Use Policy**

### Establishment date, effective date, and revision procedure

This policy was established and approved by the Monterey Select Board on mm,dd,yyyy. The Town of Monterey shall review this policy periodically, and at any additional time when there are changes that may affect management with respect to Information Security. In the event that an amendment or repeal of this policy becomes necessary as a result of such review, the Town Administrator shall prepare a draft for the Select Board to authorize the amendment or repeal.

### Overview

Effective information security requires the support and participation of all employees and affiliates of the Town of Monterey who deal with Ttown information and/or information systems. All computer users within the Ttown government<sup>town</sup> are responsible for reading and following the guidelines set forth below.

### **Purpose**

This policy describes the acceptable use of the Town's computer equipment and network systems. By complying with the directives set forth below, employees help to protect the Town from the risk of malware attacks, compromise of network systems and services, loss down time and legal liability.

### **Scope**

This policy applies to employees, contractors, consultants, volunteers, temporary and other workers at the Town of Monterey. This policy applies to all equipment that is owned or leased by, or otherwise in the custody or control of the Town of Monterey.

This policy applies to the use of all information, electronic and computing devices, and network resources used by the Town of Monterey to conduct business or interact with internal networks and business systems, whether owned or leased by, or otherwise in the custody or control of the Town of Monterey, the employee, a town subsidiary, or a third party.

### Policy

All employees, contractors, consultants, volunteers, temporary and other workers at the Town of Monterey are responsible for exercising good judgment regarding appropriate and reasonable use of information, electronic devices, and network resources in a manner that complies with the Town of Monterey's policies and procedures, and local laws and regulations.

### **General Use and Ownership**

1. Town of Monterey's proprietary information created and/or stored on electronic and computing devices whether owned or leased by, or otherwise in the custody or control of the Town of Monterey, the employee, or a third party, remains the sole property of the Town of Monterey.
2. Employees have a responsibility to promptly report the theft, loss or unauthorized disclosure of the Town of Monterey's confidential information.

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~~3.5.~~ All information considered sensitive or vulnerable must be encrypted as necessary to protect its confidentiality. Such information includes but is not limited to employee personal information, customer lists and contact information, and the Town of Monterey confidential information.

~~4.6.~~ In order to maintain the security and integrity of town systems and networks, authorized individuals, with prior approval of the Select Board, within the Town of Monterey may monitor electronic and computing equipment, systems, and network traffic at any time.

~~5.7.~~ Town of Monterey reserves the right to audit all Town-owned electronic and computing equipment, networks, and systems on a periodic basis to ensure compliance with this policy.

~~8.~~

### **Security and Proprietary Information**

1. Mobile and computing devices that connect to the internal network will be limited to the minimum access necessary to conduct business in order to protect the Town of Monterey's ~~sensitive~~sensitive or confidential information from potential compromise. However, nothing in this paragraph shall be construed to interfere with or restrict employee rights under the National Labor Relations Act.

2. All system level and user level passwords must comply with the security requirements of the Town Access Control Policy. Employees are prohibited from providing any other individual access to town networks and systems, either intentionally or through failure to take reasonable steps to secure their access.

3. All computing devices must be secured with a password-protected screensaver that activates automatically after 10 minutes or less. Employees must manually lock the screen or log off when leaving their computing device unattended.

4. Employees must use extreme caution and ~~comply with the safeguards in the Town of Monterey's Email Policy~~ when opening e-mail attachments received from unknown senders, which may contain malware.

5. Employees must safeguard all Town of Monterey equipment assigned to their exclusive or shared use, and all Town of Monterey equipment within their work area.

### **Unacceptable Use**

The following activities are prohibited. Employees may be exempted from certain restrictions where required to engage in legitimate job responsibilities. Employees may also be exempted from specific restrictions in limited circumstances where activities are protected by the National Labor Relations Act.

Employees are prohibited from engaging in any activity that is illegal under local, state, federal or international law while utilizing Town of Monterey owned resources.

The lists below are not exhaustive, but attempt to provide guidance on what activities fall into the category of unacceptable use.

### **System and Network Activities**

The following activities are strictly prohibited:

1. Violating the rights of any person or town protected by laws and regulations, including, but not limited to, installing or distributing "pirated" or other software products for which the Town of Monterey lacks an appropriate license.
2. Unauthorized and unlawful reproduction of materials protected by copyright including activities such as digitization and distribution of photographs from magazines, books, online databases, or other similar copyrighted sources, copyrighted music, and the installation of any copyright protected software for which Town of Monterey or other end user lacks a valid license.
3. Accessing data, a server or an account for any purpose other than conducting Town of Monterey business or for limited activities protected by the National Labor Relations Act, such as union organizing or other protected concerted activities.
4. Exporting technical information, software, or encryption software or technology, in a manner prohibited by international or regional export control laws. Employees should consult with the Town Administrator prior to exporting any material that is in question.
5. Introducing malicious programs into town networks or servers (e.g., viruses, worms, Trojan horses, e-mail bombs, suspicious packers, etc.).
6. Disclosing account passwords to others or allowing others to access and use your account in any manner. This includes access or use by family and other household members when working from home.
7. Using a Town of Monterey computing device to procure or transmit material that is in violation of the organization's anti-discrimination and harassment policies and state and federal laws.
8. Using any Town of Monterey account to make fraudulent offers of products, goods, or services.
9. Making statements ~~about~~ expressly or implied, ~~about~~ implied, about service unless such statements are part of legitimate job duties.
10. Effecting security breaches or disruptions of network communication or services. Security breaches include, but are not limited to, accessing data of which the employee is not an intended recipient or logging into a server or account that the employee is not expressly authorized to access, unless such activities are within the scope of regular business duties or otherwise permitted by law. For purposes of this section, "disruption" includes, but is not limited to, bulk email or spam, denial of service, packet spoofing, network sniffing, pinged floods, and forged routing information for malicious purposes.
11. Using any form of network monitoring that intercepts data not intended for the employee's host, unless this activity is a part of legitimate job duties.

12. Bypassing user authentication and/or security of any host electronic or computer device, network, or account owned by Town of Monterey.
13. Disabling anti-virus software on workstations or devices.
14. Interfering with or denying service to another user's host (for example, denial of service attack).
15. Sending any messages such as programs, scripts, or commands with the intent to cause interference of, or disable, a user's terminal session, by any means, whether locally or via the Internet/Intranet/Extranet.
16. Disclosing confidential information about, ~~or lists of~~ Town of Monterey's employees to customers, competitors, or other similar parties outside of Town of Monterey.
17. Hacking systems and databases or acting to disrupt systems or cause unnecessary network congestion or application delays.
18. Using remote control or remote access software on any internal or external host personal computers or systems not specifically approved by the ~~Town Administrator~~ Select Board.
19. Using Town of Monterey equipment for personal profit, political fundraising, gambling activity, non-business-related instant messaging or chat room discussions, or downloading or displaying of offensive material, unless such fundraising or messaging activity is for the limited purpose of exercising employee rights under the National Labor Relations Act, such as union organizing or other protected concerted activity.
20. Browsing pornographic, offensive, or otherwise undesired and questionable sites on the internet which may result in introduction of malicious programs into the town's network or server.

### **Email and Communication Activities**

Employees are perceived to represent the town when they use town resources to access the Internet. To avoid confusion, during online communications unrelated to legitimate work responsibilities, whenever employees state an affiliation to the town, they are encouraged to clearly indicate the following: "I do not represent the town in any manner. Any opinions expressed on this matter are my own and not necessarily those of the town". However, such disclosure is not required for limited communications protected by the National Labor Relations Act. Questions concerning such disclosures should be addressed to the ~~IT or HR Departments~~ HR Director.

The following email activities are strictly prohibited:

1. Sending unsolicited email messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (email spam), except in limited circumstances where such communication is protected by the National Labor Relations Act, such as union organizing or other protected concerted activity.
2. Any form of unlawful harassment via email, telephone or paging, whether perceived as harassment through language, frequency, or size of messages.
3. Unauthorized use, misappropriation, or forging of information in email headers.



4. Solicitation of emails for another email address, other than that of the poster's account, with the intent to unlawfully harass or collect replies.
5. Creating or forwarding harassing and unwanted "chain letters", "Ponzi", or other "pyramid" schemes of any type regardless of content, sources, or destinations. Nothing in this paragraph will be construed to limit employees from engaging in legitimate protected concerted activity under the National Labor Relations Act.
6. Posting Town of Monterey proprietary or confidential information to external newsgroups, bulletin boards, or other public forums without authority.
7. Any use of unsolicited emails obtained from within Town of Monterey's networks that were sent by other Internet/Intranet/Extranet service providers on behalf of, or to advertise, services hosted by Town of Monterey or connected via Town of Monterey's network.
8. Posting non-business-related messages to large numbers of Usenet newsgroups (newsgroup spam) or other similar abusive tactics.

### **Blogging and Social Media**

1. Blogging by employees, whether using Town of Monterey's property and systems or personal computer systems, when used to carry out job responsibilities, is also subject to the terms and restrictions set forth in this Policy. Limited and occasional use of Town of Monterey's systems to engage in blogging related to legitimate job-related responsibilities is acceptable, provided that it is done in a professional and responsible manner, does not otherwise violate Town of Monterey Monterey's policy, is not detrimental to Town of Monterey's best interests or image, and does not interfere with an employee's regular work duties. However, nothing in this paragraph shall be construed to limit employees' rights to discuss the terms and conditions of their employment or to engage in other legitimate protected concerted activities under the National Labor Relations Act. Employees should also note that blogging from Town of Monterey's systems is subject to monitoring.
2. Employees shall not engage in any blogging whether during the course of business duties or after working hours that unlawfully defames or maligns the image, reputation and/or goodwill of Town of Monterey and/or any of its employees. Employees are also prohibited from making any discriminatory, disparaging, defamatory, harassing, or otherwise unlawful comments when blogging, or otherwise engaging in any conduct prohibited by Town of Monterey's *Anti-Discrimination and Harassment* policy.
3. Employees may not hold themselves out as representatives of the town or attribute personal statements, opinions or beliefs to Town of Monterey when engaged in blogging or posting to newsgroups, or other social media. If an employee expresses his or her beliefs and/or opinions in blogs or social media posts, the employee is encouraged to disclose the following: "I do not represent the town in any manner. Any opinions expressed on this matter are my own and not necessarily those of the town". However, where engaging in limited activity protected by the National Labor Relations Act, such as discussing terms and conditions of employment, employees need not provide such disclosure. Employees who engage in blogging outside the scope of their job duties assume any and all associated risk.

4. Town of Monterey's Confidential Information policy also applies to blogging. As such, Employees are prohibited from revealing any Town of Monterey material designated as confidential when engaged in blogging.

5.

### **Policy Compliance**

#### Compliance Measurement

Compliance with this policy will be verified by Town of Monterey through various methods, including but not limited to, business tool reports, internal and external audits, and feedback to the Town ~~Administrator~~ Administrator.

#### Exceptions

Any exception to the policy must be approved by the Select Board in advance.

#### Non-Compliance

An employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

By signing below, I acknowledge that I have read and fully understand my obligations under this Policy and hereby agree to abide by its terms.

\_\_\_\_\_

Name

\_\_\_\_\_

Date