

EMPLOYEE ACKNOWLEDGMENT OF HANDBOOK

I have been advised that the City of Montgomery uses the Handbook which is effective January 1, 2012. The Handbook is available on the City's Web Site and a copy is available for review in each department of the City. These copies will be updated as appropriate. I understand that it is my responsibility to read and comply with the contents of the Handbook, as well as any revisions or modifications made to it. Furthermore, I understand that I should consult with my supervisor, department head and/or the City/County Personnel Board staff regarding any questions not answered in the Handbook. I MAY REQUEST A COPY OF THE HANDBOOK AND WILL BE SUPPLIED WITH A PAPER COPY. I MAY ALSO REQUEST AN ELECTRONIC COPY. I UNDERSTAND THAT I AM RESPONSIBLE FOR DOWNLOADING AND/OR REQUESTING ANY UPDATES.

I understand the following:

- The Handbook contains policies, procedures, and rules of conduct governing employment at the City, and these are **MANDATORY** for all city employees.

**THIS HANDBOOK HAS BEEN PREPARED FOR INFORMATIONAL PURPOSES ONLY. OTHER POLICIES MAY APPLY TO MY EMPLOYMENT AND MY DEPARTMENT MAY HAVE RULES AND REGULATIONS WHICH I MUST FOLLOW.**

- The benefits and policies of the City may be changed or amended at any time, with or without notice unless dictated otherwise by statute and that my department may have rules in addition to the ones contained in the Handbook.

By signing and dating this form, I understand that it is my responsibility to familiarize myself with the contents of this Handbook, and to consult with my supervisor and/or department head concerning any questions that may arise concerning the contents of the handbook. I have completed the orientation process and have been given the opportunity to ask any questions I may have concerning this policy.

|                      |      |
|----------------------|------|
|                      |      |
| Employee's Signature | Date |
|                      |      |
| Witness Signature    | Date |

\(ORIGINAL TO BE IN THE OFFICIAL PERSONNEL FILE, A COPY IN THE DEPARTMENTAL PERSONNEL FILE AND A COPY GIVEN TO THE EMPLOYEE)

CITY OF MONTGOMERY, ALABAMA

EMPLOYEE CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "Agreement") is made by and between:

|   |                    |  |  |
|---|--------------------|--|--|
| The City of Montgomery, Alabama (the "City"), and |                    |  |  |
|   | ("Employee") as of |  |  |

WHEREAS, Employee is or will be employed to perform certain services for the City,

AND, WHEREAS the City is subject to the provisions of the Public Records Laws of the State of Alabama,

AND, WHEREAS Employee acknowledges that the protection of confidential business information is vital to the interests and success of the City,

NOW THEREFORE, in consideration of the City's employment, or continuing employment of Employee, the parties hereto agree as follows:

1. Employee acknowledges that all confidential business information, and personal information, (collectively referred to as "Protected Information") that Employee obtains while employed by the City, or performing services for the City, shall be deemed confidential and proprietary to the City. The Employee shall maintain the confidentiality of such Protected Information whether or not the Protected Information falls within the definition of confidential information in any other agreement between the City and Employee. Confidential business information and personal information includes, but is not limited to, the following:

- Compensation and employee data
- Financial information
- Labor relations strategies
- Pending projects and proposals
- Computer passwords issued to employees;
- Information about other employees obtained by the City
- E-mail correspondence
- Names, addresses, telephone numbers of the City's clients or prior clients

- Any information given to or obtained from City Investigations during an interview/investigation, including the content of any questions or discussions had during any interview.
- Computer passwords

2. During Employee's employment with the City, Employee agrees to use the Protected Information only and strictly as required for the performance of the Employee's services on behalf of the City. Employee will not disclose Protected Information to any person or entity without the prior written consent of the City and the written agreement of such third party to be bound by the terms of this Agreement. **Employee agrees to refer any and all requests for Public Records to the Office of the Clerk of the City of Montgomery who shall be responsible for the disclosure of all Public Records in accordance with the Public Records laws of the state.**

3. Employee agrees that Employee will not duplicate or incorporate the Protected Information into Employee's own records or database.

4. Employee agrees that he/she will not, after termination of his/her employment with the City, disclose, use, transfer or transmit the Protected Information to any person or entity for any purpose whatsoever.

5. Any and all disputes related to this Employee Confidentiality Agreement arising after the term of employment has ended, shall be resolved by Arbitration entered into by the parties hereto, with the sole exception of suits seeking a temporary restraining order, preliminary injunction, and/or permanent injunction ("injunctive relief"). Employee recognizes that unauthorized use or disclosure of the Protected Information may result in immediate and irreparable injury to the City, for which monetary damages may not be adequate. Therefore, in the event that Employee uses, or discloses, or, in the City's reasonable opinion, is likely to use or disclose the Protected Information in breach of Employee's obligations under this Agreement, the City shall be entitled to equitable relief, including temporary and permanent injunctive relief and specific performance. In the event that the City is successful in obtaining injunctive relief as defined herein, Employee shall be liable for payment of Employer's attorneys' fees, costs, and expenses incurred in connection with obtaining injunctive relief.

6. Employee agrees that upon termination of his/her employment with the City, Employee will return to the City all records, passwords/access codes, manuals, statistics, software, and/or disks containing Protected Information.

7. Employee's obligations hereunder shall survive termination of this Agreement, Employee's completion of Employee's services with the City or other termination of Employee's employment, and any other agreement between the City and Employee.

8. This Agreement shall be binding upon and inure to the benefit of any successor to the City and such successor shall be deemed substituted for the City under the terms of this Agreement. As used in this Agreement, the term “successor” shall include any person, firm, limited liability City or other business entity, which at any time, whether by merger, purchase or otherwise, acquires all or substantially all the assets of the business of the City.

9. This Agreement shall also be binding upon and inure to the benefit of the Employee, his/her heirs, executors, and administrators.

10. If any part, term or provision of this Agreement is held to be illegal, void or unenforceable, or to be in conflict with any law, the validity of the remaining provisions or portions of this Agreement shall not be affected. The rights of the parties shall be construed and enforced as if this agreement did not contain the particular part, term, or provision held invalid.

IN WITNESS WHEREOF, this Agreement has been executed by the Employee and a representative of the City on the date specified below.

|                             |       |      |
|-----------------------------|-------|------|
| EMPLOYEE                    |       |      |
|                             |       |      |
| Signature                   |       | Date |
| CITY OF MONTGOMERY, ALABAMA |       |      |
|                             |       |      |
| By: Signature               | Title | Date |