



REGULAR COMMITTEE OF THE WHOLE MEETING AGENDA

I. Roll Call

II. Consideration of Previous Minutes

1. Regular Council Meeting 08/19/2025
2. Committee of the Whole 08/19/2025

III. Unfinished Business

Miscellaneous

Resolutions

1. Resolution awarding the bid for construction of a new Fire Training Center. (JS)
2. Resolution accepting a proposal for Civic Center Design Services. (FH)

Ordinances

IV. New Business

Miscellaneous

1. Discuss Christmas lighting. (RE)

Resolutions

1. Resolution approving the appointment of Farra & Wang PLLC and Berger Montague PC as special counsel to represent the City of Orange Beach in the prosecution of legal claims against producers of shale oil and their co-conspirators. (JL)
2. Resolution authorizing the purchase of furniture for the Parks and Recreation Office through Sourcewell from Staples Contract & Commercial LLC in the amount of \$47,978.60. (NA)
3. Resolution authorizing execution of a law enforcement data access agreement with Biometrica Systems, Inc., for the Police Department. (AJ/TJ)

4. Resolution authorizing execution of a maintenance agreement with IPS Power Systems, Inc., for citywide generator maintenance. (GS)

Public Hearings

Ordinances

1. Ordinance amending Chapter 30, Article X, "Islands of Perdido" of the Code of Ordinances for the City of Orange Beach, Alabama, to modify references to "Walker Island" to align with updated geographical information. (NW)

V. Public Comments

VI. Adjourn

**MINUTES OF
REGULAR COUNCIL MEETING
ORANGE BEACH CITY COUNCIL
AUGUST 19, 2025 – 5:00 P.M.
CITY HALL – COUNCIL CHAMBERS**

- I. CALL TO ORDER** Mayor Tony Kennon called the meeting to order at 4:59 P.M.
- II. INVOCATION** Co-Pastor Julie Ragsdale, Worship on the Water Flora-Bama Church
- III. PLEDGE OF ALLEGIANCE**
- IV. ROLL CALL**

Present: Councilmember Jeff Silvers
Councilmember Jerry Johnson
Councilmember Annette Mitchell
Councilmember Jeff Boyd
Councilmember Joni Blalock
Mayor Tony Kennon

Absent: None

V. CONSIDERATION OF AGENDA

Motion made (Silvers/Mitchell) to approve the agenda as written. Vote unanimous in favor.

Regular Council Meeting 07/15/2025
Committee of the Whole 07/15/2025

The reading was waived and minutes were approved as written.

VI. REPORTS OF OFFICERS/COMMITTEES

- | | |
|---|------------|
| 1. <u>City Administrator – Ford Handley</u> | No report. |
| 2. <u>Director, Public Works – Tim Tucker</u> | No report. |
| 3. <u>Director, Community Development – Adam Roberson</u> | No report. |
| 4. <u>Chief, Police Department – Steve Brown</u> | No report. |
| 5. <u>Chief, Fire Department – Jeff Smith</u> | No report. |
| 6. <u>City Clerk – Renee Eberly</u> | |

The City Clerk reminded everyone that the General Municipal Election for the City of Orange Beach will be held on August 26, 2025, at the Orange Beach Event Center, 4671 Wharf Parkway, with polls open from 7am to 7pm. She also announced that a Special-Called Council Meeting will be held on September 2, 2025, at 12 noon to canvass the results of the election.

- | | |
|---|------------|
| 7. <u>Director, Finance – Ford Handley</u> | No report. |
| 8. <u>Parks & Recreation – Nicole Ard</u> | No report. |
| 9. <u>Director, Utilities – Rob Stalcup</u> | No report. |
| 10. <u>Director, Coastal Resources – Phillip West</u> | No report. |
| 11. <u>Librarian, Public Library – Meagan Bing</u> | No report. |
| 12. <u>Director, Municipal Court – Pam Davis</u> | No report. |
| 13. <u>Director, Expect Excellence – Ford Handley</u> | No report. |
| 14. <u>Mayor/Council</u> | No report. |

VII. AUDITING OF ACCOUNTS

Motion made (Mitchell/Silvers) to certify that cash requirements with no related interests are within budget and appropriate for payment. Vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (6-0).**

Motion made (Mitchell/Boyd) to certify that cash requirements with related interests in Swift Supply are within budget and appropriate for payment. Vote revealed: Silvers, abstain; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (5-0-1).**

VIII. PRESENTATIONS

IX. RECOGNITIONS

X. UNFINISHED BUSINESS

Resolutions

1. Resolution accepting a proposal for Debris Monitoring, Disaster Management, and Recovery Services from Thompson Consulting Services, LLC. **Motion made (Johnson/Blalock) to adopt the resolution.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (6-0).**

XI. NEW BUSINESS

Resolutions

1. Resolution appointing David Trent Johnson as Interim Police Chief for the City of Orange Beach, Alabama. **Motion made (Silvers/Blalock) to adopt the resolution.** Vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, nay; Kennon, aye. **Motion passed. (5-1).**
2. Resolution declaring a vehicle owned by the City of Orange Beach as surplus and unneeded and authorizing the donation of said property to the Orange Beach Board of Education. **Motion made (Silvers/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
3. Resolution declaring a vehicle owned by the City of Orange Beach as surplus and unneeded and authorizing the donation of said property to the Saint Stephens Volunteer Fire Department. **Motion made (Johnson/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
4. Resolution awarding Police Chief Steve Brown his duty weapons and badge as part of his retirement benefits. **Motion made (Silvers/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
5. Adopt Transportation Plan for FY2026. **Motion made (Blalock/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
6. Resolution authorizing the execution of a service order with Uniti Fiber LLC for the lifeguard building at the resident beach. **Motion made (Mitchell/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
7. Resolution authorizing the execution of amendment five to the subaward grant agreement with the Alabama Department of Conservation and Natural Resources for the RESTORE Act state expenditure plan funded expansion of the Orange Beach Wildlife Rehabilitation and Education Program. **Motion made (Boyd/Mitchell) to adopt the resolution.** Councilmember Blalock asked for clarification from the Coastal Resources Department. Nicole Woerner, Coastal Resources, explained that the amendment extends the project deadline to the end of the year to allow for staff to finish building animal enclosures. Vote unanimous in favor. **Motion passed.**

8. Resolution authorizing the execution of a cooperative agreement with the Alabama Department of Environmental Management (ADEM) for the city to provide permitting, regulating, monitoring, and inspection services. **Motion made (Blalock/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
9. Resolution reappointing Penny Groux to the Gulf Shores and Orange Beach Tourism Board of Directors. **Motion made (Silvers/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
10. Resolution authorizing the execution of a performance contract with Brandy Reeves for tennis instruction services. **Motion made (Mitchell/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
11. Resolution authorizing Orange Beach to join the State of Alabama and other local governments as participants in current and future opioid settlements (Purdue Pharma / Sackler Family). **Motion made (Blalock/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

XIII. PUBLIC COMMENTS

None

XIV. ADJOURN

There being no further business to come before the council, motion made (Blalock/Boyd) to adjourn. Vote unanimous in favor.

Time: 5:08 P.M.

APPROVED this the 16th day of September, 2025.

Renee Eberly
City Clerk

**MINUTES OF
COMMITTEE OF THE WHOLE MEETING
ORANGE BEACH CITY COUNCIL
AUGUST 19, 2025 – 5:08 P.M.
CITY HALL – COUNCIL CHAMBERS**

The Orange Beach City Council met to review potential items for the September 2, 2025, agenda.

The following members were present:

Councilmember Jeff Silvers
Councilmember Jerry Johnson
Councilmember Annette Mitchell
Councilmember Joni Blalock
Councilmember Jeff Boyd
Mayor Tony Kennon

The following members were absent:

None

The following items were discussed:

1. Consider a business license application submitted by Shore Thing Golf Carts LLC.
2. Resolution authorizing the purchase of a Tractor for the Sportsplex through Sourcewell from Parish Tractor Company, LLC, in the amount of \$63,903.06.
3. Resolution accepting a proposal from Byers, Byers & Associates, P.C., for auditing services.
4. Resolution reappointing Vince McCoy and Chris Hicks to the Fire Code Board of Appeals.
5. Resolution authorizing execution of a professional services agreement with J.F. Morris Performance LLC for theater performance direction for "Guys and Dolls".
6. Resolution awarding the bid for construction of a new Fire Training Center.
7. Resolution accepting a proposal for Civic Center Design Services.
8. Resolution authorizing the execution of an installation and maintenance agreement with the Alabama Department of Transportation for public safety sensors on highway rights-of-way.
9. Resolution authorizing the City of Orange Beach to join the State of Alabama and other local governments as a participant in opioid settlements against secondary manufacturers.
10. Discuss ordinance to levy a "Vape Tax" on consumable vapor products.
11. Reminder: Public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0414-PUD-25, The Wharf Landing Villas PUD on September 2, 2025.

Public Comments:

1. Councilmember Silvers invited the public to the ribbon cutting for the Shooting Range on Thursday, August 21, 2025, at 1:00 P.M.
2. Cindy Ross, Social Media Contractor, read a question submitted on Facebook from Karen McCabe DeVito asking about an increase in her property taxes. Ford Handley, City Administrator/Finance Director, advised the property owner to contact Baldwin County since property taxes are administered at the county level.

There being no further business, the meeting adjourned.

Time: 5:16 P.M.

APPROVED this 16th day of September, 2025.

Renee Eberly
City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
SEPTEMBER 2, 2025**

Departments: City Clerk

Description of Topic: Resolution awarding the bid for construction of a new Fire Training Center. (JS)

Background/Description: Bid opening extended to September 11, 2025.

Action Options/Recommendation:

Source of Funding (if applicable): Budgeted, Fire Capital

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
SEPTEMBER 2, 2025**

Departments: City Clerk

Description of Topic: Resolution accepting a proposal for Civic Center Design Services.
(FH)

Background/Description: Proposals were due on August 29, 2025, and are currently in the evaluation process.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
SEPTEMBER 2, 2025**

Departments: City Clerk

Description of Topic: Discuss Christmas lighting. (RE)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 2025.08.29 Quote - Admin - Joy to the World Christmas Lighting



To whom it may concern,

Thank you for the opportunity to quote the Orange Beach Middle/High School, Fire Station #3 and the Performing Arts Center. The City of Orange Beach will purchase all of the lights needed for the completion of this project, if more are required. Joy to the World will supply all of the labor to install, maintain throughout the season, take down after the New Year and store until next season. Below is a breakdown of the area we will install.

OBMHS

- *Entire roof line on the North & West side of the main front structure
- *All flower beds on the North & West side of the main front structure
- *All Palm trees (40) on the North & West side of the main front structure

OBM/HS Labor Total- \$13,500.00

Fire Station #3

- *Entire roof line on the North & West side of the main front structure (including all ridges visible from Canal Rd)
- *5 Palms
- *Flower bed around palms
- *Flower bed around flag poles

Fire Station #3 Labor Total- \$5,750

Performing Arts Center

- Entire roof line on the North East & West side of the main front structure
- North & West Flower Beds
- Hang 2 7ft wreaths on West & East side of entrance on building wall

Performing Arts Center Labor Total- \$5,400

Grand Total- \$24,650

If you have any questions, please feel free to contact me.

Sincerely,

Matt Pugh
Joy to the World



**REGULAR COMMITTEE OF THE WHOLE MEETING
SEPTEMBER 2, 2025**

Departments: City Clerk

Description of Topic: Resolution approving the appointment of Farra & Wang PLLC and Berger Montague PC as special counsel to represent the City of Orange Beach in the prosecution of legal claims against producers of shale oil and their co-conspirators. (JL)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 09-16-25 25-xxx Appoint Special Counsel Shale Oil Farra Wang Berger Montague

RESOLUTION NO. 25-xxx

**A RESOLUTION APPROVING THE APPOINTMENT OF
FARRA & WANG PLLC AND BERGER MONTAGUE PC
AS SPECIAL COUNSEL TO REPRESENT THE CITY OF ORANGE BEACH IN THE
PROSECUTION OF LEGAL CLAIMS AGAINST
PRODUCERS OF SHALE OIL AND THEIR CO-CONSPIRATORS**

FINDINGS:

1. The City Council of the City of Orange Beach has determined that the prosecution of legal claims against the producers of shale oil and their co-conspirators is needed in order to protect the public health, safety and welfare.
2. Pursuant to Chapter 2 of the City Code the City Attorney recommends, and the Mayor has approved, the appointment of the law firms of Farra & Wang PLLC and Berger Montague PC (the "Firms") to represent it in the prosecution of the City's legal claims against producers of shale oil and their co-conspirators.
3. The Council has reviewed the Engagement Agreement (attached Exhibit A) and finds it in the best interest of the City to approve said appointment.

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

1. That Farra & Wang PLLC and Berger Montague PC are hereby appointed to represent the City of Orange Beach in the prosecution of legal claims against producers of shale oil and their co-conspirators arising out of the producers' and their co-conspirators' alleged collusion to drive up the price of oil;
2. That the Mayor is hereby authorized to execute an Engagement Agreement between the City of Orange Beach and Farra & Wang PLLC and Berger Montague PC as an act for and on behalf of the City of Orange Beach subject to final approval by the City Attorney; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 16th DAY OF SEPTEMBER, 2025.

Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on September 16, 2025.

City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
SEPTEMBER 2, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of furniture for the Parks and Recreation Office through Sourcewell from Staples Contract & Commercial LLC in the amount of \$47,978.60. (NA)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 09-16-25 25-xxx Authorize Purchase Furniture Parks Office Sourcewell
2. 2025.08.19 Quote - Parks - Staples Furniture

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF
FURNITURE FOR THE PARKS AND RECREATION OFFICE THROUGH SOURCEWELL
FROM STAPLES CONTRACT & COMMERCIAL LLC
IN THE AMOUNT OF \$47,978.60**

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

1. That the City Council for the City of Orange Beach, Alabama, hereby authorizes the purchase of Furniture for the Parks and Recreation Office through Sourcewell, approved by the State of Alabama and the Public Examiners Office, in the total amount of \$47,978.60;
2. That the Mayor is hereby authorized to approve payment to Staples Contract & Commercial LLC in the amount of \$47,978.60 for Office Furniture, per Quote No. 11981157 dated August 19, 2025;
3. That the equipment as described in this Resolution is to be used only for official business of the City of Orange Beach; and
4. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 16th DAY OF SEPTEMBER, 2025.

Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on September 16, 2025.

City Clerk

SOLD TO:

Nicole Ard
City of Orange Beach
27127 Canal Road

Orange Beach AL 36561
251-981-6783

SHIP TO:

PARKS & REC
City of Orange Beach
27127 Canal Road

Orange Beach AL 36561
251-981-6783

Project: SOURCEWELL CONTRACT 091423-SCC (QT-116075)

BI / QUOTE #	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
11981157	8/19/2025		PARKS & REC	Remit order directly to: Dave Massa

Line #	Qty	Part Number	Part Description	List	Ext List	Sell	Ext Sell
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BREAK ROOM

1	1	GLB GRBTP48	48" Dia x 1"h, TFL, Flat Edge, Round, Top Only, 1 Base Required, Use w/ GRB28 or GSB23 Base, SWAP, TABLES	\$859.00	\$859.00	\$369.37	\$369.37
			<i>Tag For:</i> BREAK ROOM			Discount from List: 57.00	
			HP ~SWT WHC FE CBE ~NGSA	M-High Pressure Laminate (1-16" Thick) SWAP Laminate Top Finish 1-White Chocolate WHC F-2mm Flat Edge (Standard) M-White Chocolate, Edge CBE Commercial Furniture Offering	Laminate Top Type {30} Laminate Top Finish {20} Laminate Top Finish {F1} Edge Type {45} Standard Edge Finish {46} Commercial GSA Offering		
2	1	GLB GRB28	28" Dia x 28"h, Round Base, Seated Height, Plate Base w/ 3" Dia x 27.5"h Column, Fully Assembled, 1/2" Adj. Glides, Use w/ Either	\$1,596.00	\$1,596.00	\$686.28	\$686.28
			<i>Tag For:</i> BREAK ROOM			Discount from List: 57.00	
			~SWB TSH ~NGSA	SWAP Base Finish 2-Shadow TSH Commercial Furniture Offering	Base Finish {50} Base Finish {F2} Commercial GSA Offering		

BI / QUOTE #	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
11981157	8/19/2025		PARKS & REC	Remit order directly to: Dave Massa

Line #	Qty	Part Number	Part Description	List	Ext List	Sell	Ext Sell
3	4	GLB 6711	POPCORN, Wall Saver, Polypropylene Back & Seat, Armless, Std Sled Chrome Frame, Std Without Glides, Stacks 10 High on Floor,	\$260.00	\$1,040.00	\$111.80	\$447.20
			<u>Tag For:</u> BREAK ROOM			Discount from List: 57.00	
		~PPC	Plastic Back / Seat Selections	Plastic Finish {20}			
		LAB	1-Latte LAB	Plastic Finish {F1}			
		CH	F-Chrome Frame CHM	Frame Finish {*I}			
		CG	M-Clear Glide	Glide Type {65}			
		PK	M-(STD) RTA Code in Pricebook per Model	Packaging Type {75}			
		~STD	Commercial Furniture Offering	Commercial or GSA Offering			

Tag Subtotal : List: \$3,495.00 Sell: \$1,502.85

CONFERENCE ROOM

4	1	GLB ZS48192REE	48"d x 192"w x 30"h, Rectangular Boardroom Table, Top is 3 Pieces, Includes 4 Slim Bases w/ Wire Access Doors and Wire Concealment	\$9,728.00	\$9,728.00	\$4,183.04	\$4,183.04
			<u>Tag For:</u> CONFERENCE ROOM			Discount from List: 57.00	
		TFL	M-Thermally Fused Laminate, High Performance (1" Thick)	Material Type {19}			
		WHC	1-White Chocolate WHC	Top Finish {20}			
		C3	F-1.5" Top, Standard Edge	Top Thickness/ Edge Type {45}			
		~	(STD) Square Corners	Corner Type for Laminate Tables {46}			
		~ZBSE	Zira Chassis Finish	Base Finish {50}			
		WHC	2-White Chocolate WHC	Base Finish - {F2}			
		BRC	M-Brushed Cobalt, Inner Base Trim BRC	Inner Base Trim Finish {65}			
		~POS1	Grommet/Electrical Options - Left Position	Grommet/Electric Cut-Out Opt - LT Pos.			
		M1	M-Oasis Cut-Out (Spec Elec. Box Sep.)	Grommet/Electric Cut-Out Opt - LT Pos. {70}			
		~POS2	Grommet/Electrical Options - Center Position	Grommet/Electric Cut-Out Opt - CTR Pos.			
		M2	M-Oasis Cut-Out (Spec Elec. Box Sep.)	Grommet/Electric Cut-Out Opt - CTR Pos. {71}			
		~POS3	Grommet/Electrical Options - Right Position	Grommet/Electric Cut-Out Opt - RT Pos.			
		M3	M-Oasis Cut-Out (Spec Elec. Box Sep.)	Grommet/Electric Cut-Out Opt - RT Pos. {72}			
		~	Grommet/Electrical Not Required - Custom Grommet Loc	Custom Cut-Out Locations (Application Drawing Required)			

5	3	GLB OAM-U-PC-4-1-S	Oasis Mini, DaisyLink, Silver Pearl, 15" Trough w/6 Receptacles, 1 Telecom Plate Cutout, 2 USB, See Pricebook for Cutout Code,	\$2,457.00	\$7,371.00	\$1,056.51	\$3,169.53
			<u>Tag For:</u> CONFERENCE ROOM			Discount from List: 57.00	

Prepared By: Remit order directly to: Dave Massa

City of Orange Beach Parks & Rec_081825.sp4

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8/19/2025 4:17:03PM

BI / QUOTE #	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
11981157	8/19/2025		PARKS & REC	Remit order directly to: Dave Massa

Line #	Qty	Part Number	Part Description	List	Ext List	Sell	Ext Sell
				ECA ~NGSA	M-Split Cables Off Factory Order - Required (Order Entry) Commercial Furniture Offering	Split Cables Off Factory Order - Required (Order Entry) Commercial GSA Offering	
6	1	GLB A-BL-C45	Telecom Plates-Black plate, (1) HDMI F/F with 36" patchcord., TABLE POWER	\$175.00	\$175.00	\$75.25	\$75.25
				Discount from List: 57.00			
				Tag For: CONFERENCE ROOM			
				ECA ~NGSA	M-Split Cables Off Factory Order - Required (Order Entry) Commercial Furniture Offering	Split Cables Off Factory Order - Required (Order Entry) Commercial GSA Offering	
7	1	GLB 42AP1-72	72"w 3-Prong Plug, Single Circuit 20 AMP Power Infeed, Provides single Power Entry from Floor or Wall, Connects to Oasis Mini or	\$261.00	\$261.00	\$112.23	\$112.23
				Discount from List: 57.00			
				Tag For: CONFERENCE ROOM			
				ECA ~NGSA	M-Split Cables Off Factory Order - Required (Order Entry) Commercial Furniture Offering	Split Cables Off Factory Order - Required (Order Entry) Commercial GSA Offering	
8	3	GLB 42FF-77	77", Female to Female, Daisylink, Interconnecting Cables, UL Listed and CSA Certified, TABLE POWER	\$189.00	\$567.00	\$81.27	\$243.81
				Discount from List: 57.00			
				Tag For: CONFERENCE ROOM			
				ECA ~NGSA	M-Split Cables Off Factory Order - Required (Order Entry) Commercial Furniture Offering	Split Cables Off Factory Order - Required (Order Entry) Commercial GSA Offering	
9	1	GLB Z722036BD	20"d x 72"w x 36"h, Buffet Credenza with Two Locking Storage Compartments Side by Side, Hinged Doors Cover One	\$3,412.00	\$3,412.00	\$1,467.16	\$1,467.16
				Discount from List: 57.00			
				Tag For: CONFERENCE ROOM			
				TFL WHC AR ~ZBSE WHC ~ ~HAN HS	M-Thermally Fused Laminate, High Performance (1" Thick) 1-White Chocolate WHC F-1" Top, Bicut Edge Zira Chassis Finish 2-White Chocolate WHC Laminate Doors (STD) Handle Option (Required) P-Flared Handle - Silver	Material Type {19} Top Finish {20} Top Thickness/ Edge Type {45} Base Finish {50} Base Finish - {F2} Glazed Door Type {85} Handle Type Handle Type {80}	



BI / QUOTE #	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
11981157	8/19/2025		PARKS & REC	Remit order directly to: Dave Massa

Line #	Qty	Part Number	Part Description	List	Ext List	Sell	Ext Sell
10	16	GLB 6460	LURAY, Extended High Back, Tilter (-4), Standard Fixed Arms, Std Molded Black Base, Std 2" Dual Wheel Carpet Casters, GLOBAL	\$1,867.00	\$29,872.00	\$802.81	\$12,844.96
			<i>Tag For:</i> CONFERENCE ROOM			Discount from List:	57.00
			~K-407 ~NGSA	C-Keyed for Lock #407 Commercial Furniture Offering	Keys{40} Commercial GSA Offering		
			~02 ~ALLF A35F DMS BLK -4 A7 SF C1 PK ~STD	Grade 02 Allante Free (Global) 1-Malibu Blue M-(STD) Matching Tread and Stitching M-Aluminum Arm w/ SSU Armcap BLK P-(STD) Tilter Mechanism (-4) F-Aluminum Base ALU M-Regular Foam C-2" Black Caster for Carpeted Surfaces M-(STD) RTA Code in Pricebook per Model Commercial Furniture Offering	Textile {10 04} Grade 02 Textile {GR} Allante Free (Global) {FR} Stitch Detail {90} Arm and Armcap Finish {45} Mechanism Type {20} Base Finish {50} Seat Foam Type {80} Caster Type {60} Packaging Type {75} Commercial or GSA Offering		
Tag Subtotal :				List:	\$51,386.00	Sell:	\$22,095.98

OFFICE 103

11	1	GLB ZH607224R	60"d x 72"w x 29.5"h-49"h, L Shape Height Adjustable Desk Right, Top Inset 1" on Return Side & 1/2" on Left & Right, Height	\$3,464.00	\$3,464.00	\$1,489.52	\$1,489.52
			<i>Tag For:</i> OFFICE 103			Discount from List:	57.00
			TFL WHC AR ~ZBSE WHC SI ~POS1 AG1 ~POS2 AG2 ~ ~ ~NGSA	M-Thermally Fused Laminate, High Performance (1" Thick) 1-White Chocolate WHC F-1" Top, Bicut Edge Zira Chassis Finish 2-White Chocolate WHC M-Silver SIL Grommet/Electrical Cut-Out Options - Left Position M-Grommet Cover (Black), Cut-Out 3.25" x 1.875" (Accept) Grommet/Electrical Cut-Out Options - Center Position M-Grommet Cover (Black), Cut-Out 3.25" x 1.875" (Accept) Grommet/Electrical Not Required - Right Position Grommet/Electrical Not Required - Custom Grommet Location Commercial Furniture Offering	Material Type {19} Top Finish {20} Top Thickness/ Edge Type {45} Base Finish {50} Base Finish - {F2} Wire Management Finish {91} Grommet/Electric Cut-Out Opt - LT Pos. On Return Grommet/Electric Cut-Out Opt - LT Pos. {70} Grommet Cut-Out Opt - CTR Pos. on LT Side of Desk Grommet Cut-Out Opt - CTR Pos. on LT Side of Desk {71} Grommet/Electric Cut-Out Opt - RT Pos. of Desk Custom Grommet Location (Application Drawing Required) Commercial GSA Offering		

Prepared By: Remit order directly to: Dave Massa

City of Orange Beach Parks & Rec_081825.sp4

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8/19/2025 4:17:03PM

BI / QUOTE #	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
11981157	8/19/2025		PARKS & REC	Remit order directly to: Dave Massa

Line #	Qty	Part Number	Part Description	List	Ext List	Sell	Ext Sell
12	1	GLB FTZ539FSLNL	24"d, 2 Stage Column, Height Adjustable 3 Leg Mechanism, Use w/ L-Shape HA Desk, Programmable Base Only (HA Desk Sold	\$1,968.00	\$1,968.00	\$846.24	\$846.24
				Discount from List: 57.00			



Tag For: OFFICE 103

TUN	1-Tungsten, Leg Finish TUN	HA Leg Finish {20}
~72L	72"w - Left Hand Base (Match Desk Width)	HA L-Shape Base Width Options
~ZH	Freefit Handset Type	HA Handset Type
S	P-(STD) Up/Down Handset	HA Handset Type {80}
~NGSA	Commercial Furniture Offering	Commercial GSA Offering

13	1	GLB ZMPFF19	19"d x 16"w x 28"h, Pedestals, Mobile w/File/File Drawers, ZIRA	\$1,289.00	\$1,289.00	\$554.27	\$554.27
				Discount from List: 57.00			



Tag For: OFFICE 103

TFL	M-Thermally Fused Laminate, High Performance (1" Thick)	Material Type {19}
WHC	1-White Chocolate WHC	Top Finish {20}
~ZBSE	Zira Chassis Finish	Base Finish {50}
WHC	2-White Chocolate WHC	Base Finish - {F2}
~	Handle Option	Handle Type
HS	M-Flared Handle - Silver	Handle Type {80}
SI	M-Silver Lock SIL	Lock Finish {89}
K-403	C-Keyed for Lock #403	Keys{40}
~NGSA	Commercial Furniture Offering	Commercial GSA Offering

14	2	GLB Z30M2E	20"d x 30"w x 29.5"h, Storage Modules w/ 2 File Drawers, ZIRA	\$1,685.00	\$3,370.00	\$724.55	\$1,449.10
				Discount from List: 57.00			



Tag For: OFFICE 103

TFL	M-Thermally Fused Laminate, High Performance (1" Thick)	Material Type {19}
WHC	1-White Chocolate WHC	Top Finish {20}
AR	F-1" Top, Bicut Edge	Top Thickness/ Edge Type {45}
~ZBSE	Zira Chassis Finish	Base Finish {50}
WHC	2-White Chocolate WHC	Base Finish - {F2}
~HAN	Handle Option (Required)	Handle Type
HS	P-Flared Handle - Silver	Handle Type {80}
~	File Drawer (STD)	Convert File to Box Box (Pos.1) {65}
B2	M-Convert File or Lateral File to Box Box (Pos.2)	Convert File to Box Box (Pos.2) {92}
K-403	C-Keyed for Lock #403	Keys{40}
~NGSA	Commercial Furniture Offering	Commercial GSA Offering

Prepared By: Remit order directly to: Dave Massa

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BI / QUOTE #	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
11981157	8/19/2025		PARKS & REC	Remit order directly to: Dave Massa

Line #	Qty	Part Number	Part Description	List	Ext List	Sell	Ext Sell
15	1	GLB PN3652BLS	12"d x 36"w x 52"h, Bookcase w/ Laminate Shelves, 3 Adjustable Shelves, PRINCETON	\$1,056.00	\$1,056.00	\$454.08	\$454.08
			<u>Tag For:</u> OFFICE 103			Discount from List: 57.00	
			~PRNB Princeton Top Finish WHC 1-White Chocolate WHC ~PRNB Princeton Storage Body Laminates WHC 2-White Chocolate WHC ~NGSA Commercial Furniture Offering	Top Finish {20} Top Finish {F1} Storage Body Laminate Finish {50} Storage Body Laminates - {F2} Commercial GSA Offering			

Tag Subtotal : List: \$11,147.00 Sell: \$4,793.21

OFFICE 106

16	1	GLB Z3072NHD	29.7"d x 72"w x 29.5"h, Non-Handed Desk Shell, Rectangular Top, Two Laminate End Panels & Laminate Modesty Panel, ZIRA	\$1,358.00	\$1,358.00	\$583.94	\$583.94
			<u>Tag For:</u> OFFICE 106			Discount from List: 57.00	
			TFL M-Thermally Fused Laminate, High Performance (1" Thick) WHC 1-White Chocolate WHC AR F-1" Top, Bicut Edge ~ZBSE Zira Chassis Finish WHC 2-White Chocolate WHC ~POS1 Grommet/Electrical Cut-Out Options - Left Position AG1 M-Grommet Cover (Black), Cut-Out 3.25" x 1.875" (Accept) ~ Grommet/Electrical Not Required - Center Position ~ Grommet/Electrical Not Required - Right Position ~ Grommet/Electrical Not Required - Custom Grommet Location ~NGSA Commercial Furniture Offering	Material Type {19} Top Finish {20} Top Thickness/ Edge Type {45} Base Finish {50} Base Finish - {F2} Grommet/Electric Cut-Out Opt - LT Pos. Grommet/Electric Cut-Out Opt - LT Pos. {70} Grommet/Electric Cut-Out Opt - CTR Pos. Grommet/Electric Cut-Out Opt - CTR Pos. {71} Grommet/Electric Cut-Out Opt - RT Pos. Commercial GSA Offering			

17	1	GLB Z15L2ES	23.4"d x 15"w x 28.5"h, Storage Shell w/2 File Drawers, ZIRA	\$843.00	\$843.00	\$362.49	\$362.49
			<u>Tag For:</u> OFFICE 106			Discount from List: 57.00	
			~ZBSE Zira Chassis Finish WHC 2-White Chocolate WHC ~HAN Handle Option (Required) HS P-Flared Handle - Silver	Base Finish {50} Base Finish - {F2} Handle Type Handle Type {80}			

Prepared By: Remit order directly to: Dave Massa

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BI / QUOTE #	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
11981157	8/19/2025		PARKS & REC	Remit order directly to: Dave Massa

Line #	Qty	Part Number	Part Description	List	Ext List	Sell	Ext Sell
			K-406 ~NGSA	C-Keyed for Lock #406 Commercial Furniture Offering	Keys{40} Commercial GSA Offering		
18	1	GLB Z2448L	24"d x 48"w x 29.5"h, Connectable Tables, Left w/Full End Panel on Left, ZIRA	\$773.00	\$773.00	\$332.39	\$332.39
			Tag For: OFFICE 106		Discount from List:	57.00	
			TFL WHC AR ~ZBSE WHC 3MP ~ ~ ~ ~ ~NGSA	M-Thermally Fused Laminate, High Performance (1" Thick) 1-White Chocolate WHC F-1" Top, Bicut Edge Zira Chassis Finish 2-White Chocolate WHC M-3/4 Modesty Panel (10" A.F.F) Grommet/Electrical Not Required - Left Position Grommet Cover (Black), Cut-Out 3.25" x 1.875" - (STD) C Grommet/Electrical Not Required - Right Position Grommet/Electrical Not Required - Custom Grommet Loc Commercial Furniture Offering	Material Type {19} Top Finish {20} Top Thickness/ Edge Type {45} Base Finish {50} Base Finish - {F2} Modesty Height Options {MP} Grommet/Electric Cut-Out Opt - LT Pos. Grommet/Electric Cut-Out Opt - (STD) CTR Pos. Grommet/Electric Cut-Out Opt - RT Pos. Custom Grommet Location (Application Drawing Required) Commercial GSA Offering		
19	1	GLB Z15L2BFS	23.4"d x 15"w x 28.5"h, Storage Shell w/2 Box and 1 File Drawer, Side to Side Filing Only, ZIRA	\$975.00	\$975.00	\$419.25	\$419.25
			Tag For: OFFICE 106		Discount from List:	57.00	
			~ZBSE WHC ~ ~HAN HS K-406 ~NGSA	Zira Chassis Finish 2-White Chocolate WHC File Drawer (STD) Handle Option (Required) P-Flared Handle - Silver C-Keyed for Lock #406 Commercial Furniture Offering	Base Finish {50} Base Finish - {F2} Convert File to Box Box (Pos.1) {65} Handle Type Handle Type {80} Keys{40} Commercial GSA Offering		
20	1	GLB Z2060HFSR	20"d x 60"w x 23.75"h, Credenza, 1.5 High Closed Storage Cabinet on Left w/1 Shelf, 1.5 High Box/Lateral on Right, ZIRA	\$2,132.00	\$2,132.00	\$916.76	\$916.76
			Tag For: OFFICE 106		Discount from List:	57.00	
			TFL WHC AR ~ZBSE WHC	M-Thermally Fused Laminate, High Performance (1" Thick) 1-White Chocolate WHC F-1" Top, Bicut Edge Zira Chassis Finish 2-White Chocolate WHC	Material Type {19} Top Finish {20} Top Thickness/ Edge Type {45} Base Finish {50} Base Finish - {F2}		

Prepared By: Remit order directly to: Dave Massa

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BI / QUOTE #	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
11981157	8/19/2025		PARKS & REC	Remit order directly to: Dave Massa

Line #	Qty	Part Number	Part Description	List	Ext List	Sell	Ext Sell
			~HAN Handle Option (Required) HS P-Flared Handle - Silver K-406 C-Keyed for Lock #406 ~NGSA Commercial Furniture Offering	Handle Type Handle Type {80} Keys{40} Commercial GSA Offering			
21	1	GLB PN3652BLS	12"d x 36"w x 52"h, Bookcase w/ Laminate Shelves, 3 Adjustable Shelves, PRINCETON	\$1,056.00	\$1,056.00	\$454.08	\$454.08
			 Tag For: OFFICE 106			Discount from List: 57.00	
			~PRNB Princeton Top Finish WHC 1-White Chocolate WHC ~PRNB Princeton Storage Body Laminates WHC 2-White Chocolate WHC ~NGSA Commercial Furniture Offering	Top Finish {20} Top Finish {F1} Storage Body Laminate Finish {50} Storage Body Laminates - {F2} Commercial GSA Offering			
Tag Subtotal :				List:	\$7,137.00	Sell:	\$3,068.91

OFFICE 110

22	1	GLB ZH608424R	60"d x 84"w x 29.5"h-49"h, L Shape Height Adjustable Desk Right, Top Inset 1" on Return Side & 1/2" on Left & Right, Height	\$3,617.00	\$3,617.00	\$1,555.31	\$1,555.31
			 Tag For: OFFICE 110			Discount from List: 57.00	
			TFL M-Thermally Fused Laminate, High Performance (1" Thick) WHC 1-White Chocolate WHC AR F-1" Top, Bicut Edge ~ZBSE Zira Chassis Finish WHC 2-White Chocolate WHC SI M-Silver SIL ~POS1 Grommet/Electrical Cut-Out Options - Left Position AG1 M-Grommet Cover (Black), Cut-Out 3.25" x 1.875" (Accept) ~POS2 Grommet/Electrical Cut-Out Options - Center Position AG2 M-Grommet Cover (Black), Cut-Out 3.25" x 1.875" (Accept) ~ Grommet/Electrical Not Required - Right Position ~ Grommet/Electrical Not Required - Custom Grommet Location ~NGSA Commercial Furniture Offering	Material Type {19} Top Finish {20} Top Thickness/ Edge Type {45} Base Finish {50} Base Finish - {F2} Wire Management Finish {91} Grommet/Electric Cut-Out Opt - LT Pos. On Return Grommet/Electric Cut-Out Opt - LT Pos. {70} Grommet Cut-Out Opt - CTR Pos. on LT Side of Desk Grommet Cut-Out Opt - CTR Pos. on LT Side of Desk {71} Grommet/Electric Cut-Out Opt - RT Pos. of Desk Custom Grommet Location (Application Drawing Required) Commercial GSA Offering			

BI / QUOTE #		DATE		CUSTOMER PO NO		CUSTOMER NO		SALESPERSON	
11981157		8/19/2025				PARKS & REC		Remit order directly to: Dave Massa	
Line #	Qty	GLB	Part Number	Part Description		List	Ext List	Sell	Ext Sell
23	1	GLB	FTZ539FSLNL	24"d, 2 Stage Column, Height Adjustable 3 Leg Mechanism, Use w/ L-Shape HA Desk, Programmable Base Only (HA Desk Sold		\$1,968.00	\$1,968.00	\$846.24	\$846.24
				<u>Tag For:</u> OFFICE 110			Discount from List: 57.00		
				TUN ~84L ~ZH S ~NGSA	1-Tungsten, Leg Finish TUN 84"w - Left Hand Base (Match Desk Width) Freefit Handset Type P-(STD) Up/Down Handset Commercial Furniture Offering	HA Leg Finish {20} HA L-Shape Base Width Options HA Handset Type HA Handset Type {80} Commercial GSA Offering			
24	1	GLB	ZMPFF22	22.6"d x 16"w x 28"h, Pedestals, Mobile w/Overhang w/File/File Drawers, ZIRA		\$1,359.00	\$1,359.00	\$584.37	\$584.37
				<u>Tag For:</u> OFFICE 110			Discount from List: 57.00		
				TFL WHC ~ZBSE WHC ~ HS SI K-410 ~NGSA	M-Thermally Fused Laminate, High Performance (1" Thick) 1-White Chocolate WHC Zira Chassis Finish 2-White Chocolate WHC Handle Option M-Flared Handle - Silver M-Silver Lock SIL C-Keyed for Lock #410 Commercial Furniture Offering	Material Type {19} Top Finish {20} Base Finish {50} Base Finish - {F2} Handle Type Handle Type {80} Lock Finish {89} Keys{40} Commercial GSA Offering			
25	1	GLB	Z2060HFSL	20"d x 60"w x 23.75"h, Credenza, 1.5 High Box/Lateral on Left, 1.5 High Closed Storage Cabinet on Right w/1 Shelf, ZIRA		\$2,132.00	\$2,132.00	\$916.76	\$916.76
				<u>Tag For:</u> OFFICE 110			Discount from List: 57.00		
				TFL WHC AR ~ZBSE WHC ~HAN HS K-410 ~NGSA	M-Thermally Fused Laminate, High Performance (1" Thick) 1-White Chocolate WHC F-1" Top, Bicut Edge Zira Chassis Finish 2-White Chocolate WHC Handle Option (Required) P-Flared Handle - Silver C-Keyed for Lock #410 Commercial Furniture Offering	Material Type {19} Top Finish {20} Top Thickness/ Edge Type {45} Base Finish {50} Base Finish - {F2} Handle Type Handle Type {80} Keys{40} Commercial GSA Offering			

Prepared By: Remit order directly to: Dave Massa

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BI / QUOTE #		DATE		CUSTOMER PO NO		CUSTOMER NO		SALESPERSON	
11981157		8/19/2025				PARKS & REC		Remit order directly to: Dave Massa	
Line #	Qty	GLB	Part Number	Part Description	List	Ext List	Sell	Ext Sell	
26	1	GLB	Z30M2XR	20"d x 30"w x 29.5"h, Storage Modules w/2 Box Drawers on Right, 1 File Drawer on Left, 1 Lateral File Drawer on Bottom, ZIRA	\$1,895.00	\$1,895.00	\$814.85	\$814.85	
				<u>Tag For:</u> OFFICE 110					Discount from List: 57.00
				TFL WHC AR ~ZBSE WHC ~HAN HS K-410 ~NGSA	M-Thermally Fused Laminate, High Performance (1" Thick) 1-White Chocolate WHC F-1" Top, Bicut Edge Zira Chassis Finish 2-White Chocolate WHC Handle Option (Required) P-Flared Handle - Silver C-Keyed for Lock #410 Commercial Furniture Offering	Material Type {19} Top Finish {20} Top Thickness/ Edge Type {45} Base Finish {50} Base Finish - {F2} Handle Type Handle Type {80} Keys{40} Commercial GSA Offering			
27	1	GLB	PN3652BLS	12"d x 36"w x 52"h, Bookcase w/ Laminate Shelves, 3 Adjustable Shelves, PRINCETON	\$1,056.00	\$1,056.00	\$454.08	\$454.08	
				<u>Tag For:</u> OFFICE 110					Discount from List: 57.00
				~PRNB WHC ~PRNB WHC ~NGSA	Princeton Top Finish 1-White Chocolate WHC Princeton Storage Body Laminates 2-White Chocolate WHC Commercial Furniture Offering	Top Finish {20} Top Finish {F1} Storage Body Laminate Finish {50} Storage Body Laminates - {F2} Commercial GSA Offering			
28	1	GLB	TRTLS7236	36"d x 72"w x 29.5"h, Rectangular Table w/Slab Base, 1 Piece - 2 Bases, ANYWHERE TABLES	\$1,086.00	\$1,086.00	\$466.98	\$466.98	
				<u>Tag For:</u> OFFICE 110					Discount from List: 57.00
				1TF ~ATOP WHC 2S WHC ABASE SBY ~ ~	M-1" Thick Thermally Fused Laminate Anywhere Table Top Finish 1-White Chocolate WHC F-2MM Flat M-White Chocolate WHC Laminate Base Finish 2-Sheer Beauty SBY Grommet/Electrical Not Required - Center Position Grommet/Electrical Not Required - Custom Grommet Loc	Material Type {19} Top Finish {20} Top Finish {F1} Top Edge Type {45} Top Edge Finish {46} Laminate Base Finish {50} Laminate Base Finish {F2} Grommet/Electric Cut-Out Opt - CTR Pos. Custom Grommet Location (Application Drawing Required)			

BI / QUOTE #	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
11981157	8/19/2025		PARKS & REC	Remit order directly to: Dave Massa

Line #	Qty	GLB	Part Number	Part Description	List	Ext List	Sell	Ext Sell
29	4	GLB	6460	LURAY, Extended High Back, Tilter (-4), Standard Fixed Arms, Std Molded Black Base, Std 2" Dual Wheel Carpet Casters, GLOBAL	\$1,867.00	\$7,468.00	\$802.81	\$3,211.24
							Discount from List:	57.00
								
				Tag For: OFFICE 110				
				~02	Grade 02	Textile {10 04}		
				~ALLF	Allante Free (Global)	Grade 02 Textile {GR}		
				A35F	1-Malibu Blue	Allante Free (Global) {FR}		
				DMS	M-(STD) Matching Tread and Stitching	Stitch Detail {90}		
				BLK	M-Aluminum Arm w/ SSU Armcap BLK	Arm and Armcap Finish {45}		
				-4	P-(STD) Tilter Mechanism (-4)	Mechanism Type {20}		
				A7	F-Aluminum Base ALU	Base Finish {50}		
				SF	M-Regular Foam	Seat Foam Type {80}		
				C1	C-2" Black Caster for Carpeted Surfaces	Caster Type {60}		
				PK	M-(STD) RTA Code in Pricebook per Model	Packaging Type {75}		
				~STD	Commercial Furniture Offering	Commercial or GSA Offering		

Tag Subtotal : List: \$20,581.00 Sell: \$8,849.83

OFFICE 111

30	1	GLB	ZH607224L	60"d x 72"w x 29.5"h-49"h, L Shape Height Adjustable Desk Left, Top Inset 1" on Return Side & 1/2" on Left & Right, Height	\$3,464.00	\$3,464.00	\$1,489.52	\$1,489.52
							Discount from List:	57.00
								
				Tag For: OFFICE 111				
				TFL	M-Thermally Fused Laminate, High Performance (1" Thick)	Material Type {19}		
				WHC	1-White Chocolate WHC	Top Finish {20}		
				A3	F-1" Top, Standard Edge	Top Thickness/ Edge Type {45}		
				~ZBSE	Zira Chassis Finish	Base Finish {50}		
				WHC	2-White Chocolate WHC	Base Finish - {F2}		
				SI	M-Silver SIL	Wire Management Finish {91}		
				~	Grommet/Electrical Not Required - Left Position	Grommet/Electric Cut-Out Opt - LT Pos. of Desk		
				~POS2	Grommet/Electrical Cut-Out Options - Center Position	Grommet Cut-Out Opt - CTR Pos. on RT Side of Desk		
				AG2	M-Grommet Cover (Black), Cut-Out 3.25" x 1.875" (Accept)	Grommet Cut-Out Opt - CTR Pos. on RT Side of Desk {71}		
				~POS3	Grommet/Electrical Cut-Out Options - Right Position	Grommet/Electric Cut-Out Opt - RT Pos. on Return		
				AG3	M-Grommet Cover (Black), Cut-Out 3.25" x 1.875" (Accept)	Grommet/Electric Cut-Out Opt - RT Pos. {72}		
				~	Grommet/Electrical Not Required - Custom Grommet Loc	Custom Grommet Location (Application Drawing Required)		
				~NGSA	Commercial Furniture Offering	Commercial GSA Offering		

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11981157		8/19/2025				PARKS & REC		Remit order directly to: Dave Massa	
Line #	Qty	GLB	Part Number	Part Description	List	Ext List	Sell	Ext Sell	
31	1	GLB	FTZ539FSLNL	24"d, 2 Stage Column, Height Adjustable 3 Leg Mechanism, Use w/ L-Shape HA Desk, Programmable Base Only (HA Desk Sold	\$1,968.00	\$1,968.00	\$846.24	\$846.24	
				<u>Tag For:</u> OFFICE 111			Discount from List:	57.00	
			TUN	1-Tungsten, Leg Finish TUN	HA Leg Finish {20}				
			~72R	72"w - Right Hand Base (Match Desk Width)	HA L-Shape Base Width Options				
			~ZH	Freefit Handset Type	HA Handset Type				
			S	P-(STD) Up/Down Handset	HA Handset Type {80}				
			~NGSA	Commercial Furniture Offering	Commercial GSA Offering				
32	1	GLB	ZMPBBF19	19"d x 16"w x 28.5"h, Pedestals, Mobile w/Box/Box/File Drawers, ZIRA	\$1,204.00	\$1,204.00	\$517.72	\$517.72	
				<u>Tag For:</u> OFFICE 111			Discount from List:	57.00	
			TFL	M-Thermally Fused Laminate, High Performance (1" Thick	Material Type {19}				
			WHC	1-White Chocolate WHC	Top Finish {20}				
			~ZBSE	Zira Chassis Finish	Base Finish {50}				
			WHC	2-White Chocolate WHC	Base Finish - {F2}				
			~	Handle Option	Handle Type				
			HS	M-Flared Handle - Silver	Handle Type {80}				
			SI	M-Silver Lock SIL	Lock Finish {89}				
			K-411	C-Keyed for Lock #411	Keys{40}				
			~NGSA	Commercial Furniture Offering	Commercial GSA Offering				
33	1	GLB	Z30S2XL	16"d x 30"w x 29.5"h, Storage Modules w/2 Box Drawers on Left, 1 File Drawer on Right, 1 Lateral File Drawer on Bottom, ZIRA	\$1,582.00	\$1,582.00	\$680.26	\$680.26	
				<u>Tag For:</u> OFFICE 111			Discount from List:	57.00	
			TFL	M-Thermally Fused Laminate, High Performance (1" Thick	Material Type {19}				
			WHC	1-White Chocolate WHC	Top Finish {20}				
			AR	F-1" Top, Bicut Edge	Top Thickness/ Edge Type {45}				
			~ZBSE	Zira Chassis Finish	Base Finish {50}				
			WHC	2-White Chocolate WHC	Base Finish - {F2}				
			~HAN	Handle Option (Required)	Handle Type				
			HS	P-Flared Handle - Silver	Handle Type {80}				
			K-411	C-Keyed for Lock #411	Keys{40}				
			~NGSA	Commercial Furniture Offering	Commercial GSA Offering				

BI / QUOTE #	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
11981157	8/19/2025		PARKS & REC	Remit order directly to: Dave Massa

Line #	Qty	Part Number	Part Description	List	Ext List	Sell	Ext Sell
34	1	GLB PN3652BLS	12"d x 36"w x 52"h, Bookcase w/ Laminate Shelves, 3 Adjustable Shelves, PRINCETON	\$1,056.00	\$1,056.00	\$454.08	\$454.08
						Discount from List:	57.00



Tag For: OFFICE 111

~PRNB	Princeton Top Finish	Top Finish {20}
WHC	1-White Chocolate WHC	Top Finish {F1}
~PRNB	Princeton Storage Body Laminates	Storage Body Laminate Finish {50}
WHC	2-White Chocolate WHC	Storage Body Laminates - {F2}
~NGSA	Commercial Furniture Offering	Commercial GSA Offering

Tag Subtotal : List: \$9,274.00 Sell: \$3,987.82

zzz-FREIGHT

35	1	FREIGHT	Global Freight Included in Prices	\$0.00	\$0.00	\$0.00	\$0.00
						Discount from List:	0.00
						Tag For:	zzz-FREIGHT

Tag Subtotal : List: \$0.00 Sell: \$0.00

zzz-LABOR

36	1	LABOR	Delivery & Installation During Normal Business Hours, Ground Floor Delivery or Elevator Access Required	\$0.00	\$0.00	\$3,680.00	\$3,680.00
						Discount from List:	0.00
						Tag For:	zzz-LABOR

Tag Subtotal : List: \$0.00 Sell: \$3,680.00

Grand Total : List: \$103,020.00 Sell: \$47,978.60

Special Instructions

BI / QUOTE #	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
11981157	8/19/2025		PARKS & REC	Remit order directly to: Dave Massa

<u>Line #</u>	<u>Qty</u>	<u>Part Number</u>	<u>Part Description</u>	<u>List</u>	<u>Ext List</u>	<u>Sell</u>	<u>Ext Sell</u>
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Return Policy: Furniture is sourced specifically for the customer and is non-returnable.
 Damaged or Defective items will be repaired or replaced in keeping with the manufacturer warranties in place at time of order.

This quote is valid for 30 days unless otherwise noted. Applicable Sales Tax will be added at time of invoicing.

----- **Additional Instructions** -----

By signing this quote, the customer authorizes the procurement of the products and services contained herein.
 This sale is subject to the Staples Workplace Studio Terms and Conditions attached.

ACCEPTED BY	TITLE	DATE	PO NUMBER
Grand Total : List: \$103,020.00 Sell: \$47,978.60			

BI / QUOTE #	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
11981157	8/19/2025		PARKS & REC	Remit order directly to: Dave Massa

<u>Line #</u>	<u>Qty</u>	<u>Part Number</u>	<u>Part Description</u>	<u>List</u>	<u>Ext List</u>	<u>Sell</u>	<u>Ext Sell</u>
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FURNITURE TERMS AND CONDITIONS

These Terms and Conditions ("T&Cs") apply to all furniture products and services sold by Staples Contract & Commercial LLC ("Staples"). Throughout these T&Cs, your organization will be referred to as "Buyer" or as a "Party". These T&Cs, together with the quote with which these T&Cs are provided/incorporated, form a binding agreement between Staples and Buyer.

1) PRICES OF PRODUCTS AND SERVICES. Buyer may purchase and Staples shall provide the furniture products ("Products") and related services ("Services") at the prices set forth in Staples' written quote. All written quotes for the Products shall be governed by the terms and conditions of these T&Cs and any Exhibit if attached hereto. The purchase price of the Products does not include freight, handling, installation, insurance, sales or other taxes. Staples' prices are subject to change pursuant to the provisions contained herein and as quoted by Staples to Buyer for each project quoted. Freight, handling and installation charges are invoiced separately. Staples reserves the right to reasonably adjust a Product's price if extraordinary market events require immediate adjustment (e.g., shortages, trade disputes, natural disasters, etc.) and to adjust pricing with the impact of tariffs, customs, or duties imposed on Products. Staples will work with Buyer to identify alternative Products to mitigate customs impact where possible.

2) TERM. Either party shall have the right to terminate the provision of Products and Services pursuant to these T&Cs, for any reason, upon thirty (30) calendar days' prior written notice to the other party. All Products and Services quoted as of the effective date of termination shall be invoiced to Buyer upon termination. In the event of a termination by either party or upon cancellation or expiration of the Agreement, Buyer agrees to promptly pay all amounts owed to Staples. Following termination, Staples reserves the right to withhold shipment of Products until all past due invoices owed to Staples by Buyer are paid.

3) DESIGN. Designs, plans, drawings, specifications, and samples (and the contents thereof) provided in connection with the Products are the property of Staples, and may not be used, reproduced or distributed in whole or in part without Staples' written consent.

4) SHIPPING. Staples shall not be responsible for delays or defaults caused by others or by circumstances beyond its control. Unless Buyer has specified shipping instructions in writing herein or by a subsequent written notice, shipment and delivery will be made by the designated carrier and in the manner deemed best by Staples, including partial shipments.

5) RISK OF LOSS AND DAMAGE. Title and risk of loss or damage to the Product shall pass to Buyer when it is delivered to Buyer or Buyer's agent, whichever first occurs. Staples shall not be liable for any shipping damage, delay, default, loss or expense occurring during or attributable to transportation by any third party carrier.

6) DELIVERY AND INSTALLATION. If delivery and installation are part of this sale, the following provisions shall apply:

A. Installation Site Condition - Buyer will ensure the site is clean and free of debris prior to installation. If Staples must remove or assist in removing existing furniture or equipment at the job site, Buyer shall pay Staples for this Service, as separately invoiced.

B. Installation Site Services - Electricity, heat, and elevator service will be furnished at Buyer's expense. Buyer shall provide adequate facilities for docking, moving and handling of Products.

C. Special Packaging or Handling - If special packaging or handling not contained in these T&Cs is required, Buyer shall pay an extra charge as invoiced separately.

D. Delivery/Installation - Delivery and installation will be during normal business hours (8:00 AM to 5:00 PM local time Monday through Friday, except for Staples designated holidays). Buyer shall pay additional labor costs resulting from overtime work performed at Buyer's request. Staples shall designate the personnel to install the Products sold herein. Buyer shall be responsible for obtaining proper permits for the installation. If regulations in force at the time of installation require the use of tradesmen at the site other than Staples designated personnel, Buyer shall pay for any additional costs incurred. If the Products must be moved due to progress of other trades, or other reason, the Buyer agrees to pay the extra cost of moving.

E. Storage Space - Unless the Products arrive at the site earlier than the date requested, the Buyer shall provide safe and adequate storage space at the Buyer's expense. If the space provided is inadequate or inconveniently located (such as on another floor) or requires excessive sorting or other additional expense, the Buyer shall pay the associated cost or expense.

7) INSTALLATION DELAYS. If construction delays or other causes not within Buyer's or Staples' control force postponement of an installation as scheduled, Staples or the Buyer shall store the Products until installation can be resumed, and the Products shall be considered accepted by the Buyer for purposes of invoicing and payment. Buyer shall pay all transfer and storage charges incurred.

8) COMPLETION OF INSTALLATION. Within a reasonable time after installation, authorized representatives of Staples and Buyer shall inspect the Product for conformity with the order and for defects and/or damages, and shall note all such mutually agreed upon items on an installation "Service Report". Upon completion of the inspection, the representatives of Staples and Buyer shall sign the Service Report, which shall constitute acceptance of Products installed, except as noted in the Service Report.

9) CHANGE ORDER/CANCELLATION. Any order changes must be submitted in writing. Staples will use commercially reasonable efforts to accommodate Buyer's written change order request. All changes/cancellation requests shall be evaluated at the time of request by Staples and are subject to revised lead times and/or additional charges as applicable.

10) RETURNS POLICY. Custom or made to order Products, or Products sourced specifically for Buyer are not eligible for return. Upon approval by Staples, stocked inventory Product may be returned subject to a restocking fee exclusive of freight and delivery. Returned Product must be in new and unused condition and returned in its original carton within 14 days of receipt.

11) PAYMENT. Buyer may be required to pay a deposit of 50% of the total purchase price of the Product ordered. Payment terms are net 30 days from the date of shipment and net 10 days on a consolidated billing method (e.g. weekly, monthly). For partial shipments, payment shall be due only for Products received. The remaining balance for any partial shipment shall be due within terms following installation of the Product. Staples may invoice Buyer at any time following shipment of the Product. Buyer shall pay the net amount shown on the face of the invoice. Credit cards shall not be accepted unless otherwise agreed by Staples. Staples reserves the right to charge interest on any past due amount at the rate of 1.5% per month, or the maximum rate legally permitted, whichever is less. Staples shall be entitled to recover its costs of collection, including reasonable attorneys' fees.

12) TAXES. Staples may collect, and Buyer shall pay, any taxes, which Staples may be required to pay or collect by law in connection with this sale. Any such taxes will be added to the price at time of invoicing and the Buyer shall pay the same unless the Buyer shall furnish written proof thereof of exemption to Staples prior to the estimated shipping date. The appropriate tax rate will be based on where the Product is received.

BI / QUOTE #

11981157

DATE

8/19/2025

CUSTOMER PO NO

CUSTOMER NO

PARKS & REC

SALESPERSON

Remit order directly to: Dave Massa

Line #	Qty	Part Number	Part Description	List	Ext List	Sell	Ext Sell
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13) LIMITED WARRANTY. Staples will pass through all manufacturers' warranties for the Products sold to Buyer in lieu of any other express or implied warranties by Staples. STAPLES EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR ANY OTHER STATUTORY OR COMMON LAW WARRANTY.

14) LIMITATION OF LIABILITY. Neither party shall be liable to the other for any special, indirect, incidental, consequential, or punitive damages of any kind even if advised of the possibility thereof. In no event shall Staples' liability (whether in contract, tort or otherwise) for damages arising out of the sale, delivery, installation, use or performance of the Product exceed the purchase price of the Product from which the claim arises.

15) CONFIDENTIALITY. The parties will not disclose any confidential information furnished by the other party, except as required by law. For purposes hereof, confidential information includes, but is not limited to, each party's customer lists, prices, purchasing patterns, and financial information provided by either party, whether or not marked as confidential. In the event a party believes it is required by subpoena or other legal process to disclose confidential information received from the other party, it will give prompt written notice to such other party prior to making any disclosures. If this section is breached, the parties agree that monetary damages may not be sufficient to remedy such breach and that the non-breaching party may suffer irreparable damages, and therefore, the parties agree that the non-breaching party will be entitled to equitable and injunctive relief.

16) Press Releases and Advertisements. Unless expressly required by applicable law, neither party shall, without the prior written consent of the other, issue press releases, marketing literature, public statements, or in any way engage in any other form of public disclosure relating to these T&Cs.

17) SECURITY INTEREST. Staples reserves and Buyer grants to Staples a purchase money security interest in the Product and in the proceeds thereof to secure any payment due hereunder including subsequent invoices. Upon Staples request, Buyer shall execute financing statements and other documents reasonably requested by Staples to protect Staples' security interest. Buyer shall maintain the Product in good condition; keep the Product free from liens and encumbrances; and shall not use or permit use of the Product in a manner likely to damage it, nor remove or permit the removal of the Product from the installation location, nor permit the disassembly of the Product and shall permit inspection by Staples' representative at reasonable times. Buyer shall procure and maintain fire, extended coverage, vandalism and malicious mischief insurance to the full insurable value of the Products, with loss payable to Staples as its interest may appear.

18) INDEMNIFICATION. Each party ("Indemnifying Party") shall defend, hold harmless and indemnify the other, its officers, directors, employees, and agents ("Indemnified Party") from and against all third-party claims, damages, or causes of action arising out of or related to the Indemnifying Party's grossly negligent acts or omissions or material breach of any representation, warranty, covenant or obligation under these T&Cs. The Indemnified Party will (a) notify the Indemnifying Party promptly in writing of such action, (b) give the Indemnifying Party sole control of the defense and settlement of such action and (c) provide the Indemnifying Party all reasonable information and assistance requested.

19) FORCE MAJEURE. Neither party shall be liable for delays or impairment of performance resulting in whole or in part from acts of God, labor disruptions, shortages, inability to procure product, supplies or raw materials, severe weather conditions, acts of subcontractors, interruption of utility services, acts of governments, or any other circumstances or causes beyond the control of either party in the conduct of its business.

20) ASSIGNMENT. Neither party may assign the benefits of these T&Cs without the prior written consent of the other, provided however that Staples may assign these T&Cs to any affiliate, subsidiary or controlled entity. Any party who is assigned these T&Cs is bound to all of the terms and conditions contained herein.

21) INSURANCE. Staples shall at its expense maintain: (i) commercial general liability insurance with limits of at least \$1,000,000 combined single limit per occurrence; (ii) if deliveries are to be made by Staples to any Buyer facility, automobile bodily injury and property damage liability insurance covering owned, non-owned and hired automobiles, the limits of which shall not be less than \$1,000,000 combined single limit per occurrence; (iii) employer's liability insurance, the limits of which shall not be less than \$1,000,000; (iv) workers' compensation insurance as prescribed by applicable law; and (v) umbrella/excess coverage in the amount of \$4,000,000 per occurrence. With respect to the coverage described in (i), (ii), and (v) above, Staples shall (a) name Buyer as an additional insured for loss or damage arising out of Staples' products or services under these T&Cs; (b) name Buyer's landlord or property manager as an additional insured when deliveries or services are to be made or performed by Staples at any Buyer facility; (c) waive insurer's subrogation rights against Buyer and Buyer's landlord or property manager, except to the extent loss or damage is caused solely by Buyer or Buyer landlord or property manager; (d) provide primary, non-contributory coverage to additional insureds to the extent loss or damage results from products or services under these T&Cs; and (e) be insured with insurance companies of recognized standing rated A VIII or better by A.M. Best. Buyer and Buyer's landlord or property manager shall receive prior written notice of cancellation in accordance with the policy provisions.

22) Governing Law. The provisions of these T&Cs shall be construed in accordance with the laws of the State of New York excluding its conflicts of law provisions.

23) TERMS AND CONDITIONS OF AGREEMENT. These terms and conditions, in addition to any quote, contain the entire agreement between the parties with respect to the subject matter hereof. All modifications must be in writing, signed by authorized agents of both parties. These T&Cs shall control over any terms and conditions presented in either party's order forms or other documents which conflict with these T&Cs. If there are any additional terms and conditions contained in Buyer's ordering documents that add to or conflict with these terms and conditions, except for product description, pricing, quantity, and delivery instructions, such terms and conditions are expressly objected to and shall not be binding on Staples.



**REGULAR COMMITTEE OF THE WHOLE MEETING
SEPTEMBER 2, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a law enforcement data access agreement with Biometrica Systems, Inc., for the Police Department. (AJ/TJ)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 09-16-25 25-xxx Authorize Data Access Agreement Biometrica Police
2. 2025.08.18 Data Access Agreement Biometrica Police
3. Memo 2025.08.13 - Police Biometrica Agreement

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
LAW ENFORCEMENT DATA ACCESS AGREEMENT WITH
BIOMETRICA SYSTEMS, INC.
FOR THE POLICE DEPARTMENT**

FINDINGS:

1. The Police Department has requested to enter a data-sharing agreement with Biometrica Systems, Inc., for access to the UMbRA (Unique Mission to Build Records and Arrests) web-based law enforcement database in exchange for Orange Beach jail booking, warrant, and sex offender data.
2. After having reviewed the agreement (attached Exhibit A), the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

1. That the Mayor is hereby authorized to execute the Law Enforcement Data Access Agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and Biometrica Systems, Inc., as an act for and on behalf of the City of Orange Beach subject to final approval by the City Attorney; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 16th DAY OF SEPTEMBER, 2025.

Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on September 16, 2025.

City Clerk



UMbRA LAW ENFORCEMENT DATA ACCESS AGREEMENT AND TERMS OF USE

This UMbRA **Law Enforcement Data Access Agreement Terms of Use** (the “Agreement”) is between **Biometrica Systems, Inc.** (“Biometrica” or “Company”) and you, the **Licensee Law Enforcement Agency** (the “Licensee”), together, the “Parties”.

This Agreement governs the data-sharing relationship between the Parties. It permits Biometrica direct access to Licensee booking, warrant, and sex offender data and governs Licensee’s access to the UMbRA database via a web-based interface (“the Interface”), provided by Biometrica directly and licensed to Licensee. By accessing UMbRA, Licensee agrees to be bound by the Terms of Service of this Agreement.

The Agreement also applies to any

- Subsequent version of the Interface
- Updates
- Internet-based services
- Support services

for this Interface, unless other terms accompany those items. If so, those terms apply.

Please review thoroughly before accepting. If you do not accept the terms of this Agreement, please do not access or use the Interface. By accessing or using the Interface, you agree to be bound by this Agreement and all accompanying Order Forms or Proposals and incorporated policies (the “Terms”). The UMbRA Interface license (“the License”) may only be used by legally credentialed and trained personnel who meet the access eligibility standards defined in Section 2A. It must not be made available—directly or indirectly—to any individual or entity not meeting those criteria. Use of the License also operates as your consent to the receipt of results from the UMbRA database, the transmission of certain standard computer information during validation, the automatic download and installation of certain updates, and for Internet-based services.

DISCLAIMER: LICENSEE’S AUTHORIZED USERS WILL BE PERIODICALLY REMINDED AT LOGIN THAT TEXTUAL OR IMAGE RESULTS RECEIVED VIA THE INTERFACE FROM A SEARCH AGAINST THE UMbRA DATABASE ARE INDICATIVE AND SHOULD NOT BE CONSIDERED DEFINITIVE. THOSE RESULTS WILL NEED TO BE FURTHER INVESTIGATED AND VERIFIED. DO NOT PROCEED WITH LOGGING IN IF YOU DO NOT AGREE THAT THESE RESULTS ARE ONLY INDICATIVE, AND TO BE VIEWED ONLY IN THE LIGHT OF POINTER DATA, I.E., AS POSSIBLE INVESTIGATIVE LEADS. RESULTS WOULD NEED FURTHER INVESTIGATION AND INDEPENDENT CORROBORATION. BIOMETRICA MAKES NO GUARANTEES AS TO THE ACCURACY OF ITS DATA, INCLUDING, WITHOUT LIMITATION, AN ALGORITHMIC MATCH TO

AN INDIVIDUAL. BIOMETRICA'S LICENSED FACIAL RECOGNITION ALGORITHMS IN USE ARE FEDRAMP (MODERATE AND HIGH) AUTHORIZED. [FEDRAMP](#) STANDS FOR FEDERAL RISK AND AUTHORIZATION MANAGEMENT PROGRAM. ALGORITHMIC EVALUATION IS BASED ON THE [NIST SPECIAL PUBLICATION 800-53](#) AND HAS BEEN FOUND TO BE EXTREMELY ACCURATE, BUT ALGORITHMIC PERFORMANCE UNDER REAL-WORLD CONDITIONS CAN DIFFER. THE QUALITY OF A SUBMITTED IMAGE, THE QUALITY OF THE IMAGE IN THE UMbRA DATABASE AND OTHER FACTORS CAN IMPACT AND POTENTIALLY REDUCE THE ACCURACY OF RESULTS. RESULTS FROM UMbRA SHOULD NOT BE USED AS THE ONLY SOURCE FOR CONCLUSIVELY ESTABLISHING OR DETERMINING AN INDIVIDUAL'S IDENTITY OR TAKING A PRE-ADVERSE OR ADVERSE ACTION, INCLUDING AND NOT LIMITED TO THE ISSUANCE OF A WARRANT OR MAKING AN ARREST. BIOMETRICA HAS NO ACCESS TO LICENSEE-INPUTTED DATA ON PERSONS BEING CHECKED VIA THE INTERFACE — I.E., COMPANY CANNOT SEE WHO A LICENSEE IS SEARCHING FOR OR ACCESS ANY SEARCH RESULTS — AND IT IS LICENSEE'S RESPONSIBILITY TO ESTABLISH PROTOCOLS TO CORROBORATE INFORMATION RECEIVED VIA A RESULT. LICENSEE AGREES NOT TO TREAT ALGORITHMIC RESULTS AS DEFINITIVE AND ACKNOWLEDGES RESPONSIBILITY FOR ENSURING RESULTS ARE REVIEWED WITH HUMAN OVERSIGHT, PER SECTION 3.2 OF THIS AGREEMENT.

RECITALS:

- A. Biometrica and Licensee are desirous of entering into a Data Access Agreement focused on smart collaboration, real-time data access and sharing, and innovative technology;
- B. In order to facilitate real-time data access and support Licensee in their investigative efforts, Licensee will provide Biometrica's systems continued direct access to **real-time** Licensee booking, felony warrant and sex offender data with charge and subject details, including image data, demographic data and other relevant identifiers. Licensee will also make available detailed current, and when and where existing, historical booking data — including data on demographics, detainment, high-resolution photographic data, date of birth, charges, arresting agency, arrest ID, arresting officer, and any identifying information (such as driver's license, or address, if accessible) — as applicable under current local, state, and federal law to Biometrica;
- C. Licensee will provide data in an information appropriate machine-interchange format (e.g., json, xml, html or link to downloadable face and other relevant — tattoos, scars, etc., — images) transmitted or retrievable via an appropriately secure access method for online communication of PII and would make this available free of charge;
- D. Biometrica will be responsible for integration costs, if any, for this data access;
- E. Licensee will be responsible for facilitating access to its Jail Management System (JMS), Records Management System (RMS) or equivalent custom system within 30 days of signing this Agreement. When and where applicable, this includes introductions to a third-party JMS or RMS provider contracted with Licensee to be a repository for their booking, sex offender or warrant data;
- F. Biometrica will set up Licensee access and provide logins to the UMbRA Interface within 48 hours of successful data integration with Licensee JMS and/or RMS;

- G. Licensee will provide direct access to real-time booking and felony warrant data without that access triggering charges, including from a third party, similar to or including captcha/reCAPTCHA charges, without any access limiting measures such as captcha/reCAPTCHA;
- H. Access to UMbRA, using the web UI, will be provided **at no cost to 2 authorized Licensee member accounts**. There will be no limit to the number of searches that can be run by these Authorized User accounts. Any additional accounts would necessitate a charge. Member accounts cannot be shared, for purposes of establishing an audit trail, that is, maintaining an immutable digital chain of custody;
- I. Access to any other Biometrica products and solutions, including RTIS/RVIS, eMotive-EI, or QAPLA, would be provided via separate agreements, and other subscription, license and enrollment charges will apply.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

A. **“Access”** means, with respect to a computer program or other materials: (a) to use or execute the computer program or other materials; or (b) to use or otherwise benefit from the features or functionality of the computer program or other materials.

B. **“Authorized User”** means a credentialed Licensee user, including and not limited to the person(s) making a query and receiving potential matched results from UMbRA via the UI. An Authorized User could also be a permitted third-party user that is authorized by the Licensee via their License. Authorized User accounts cannot be shared and Authorized User logins must not be shared; every account is attached to one person and Biometrica maintains an audit trail of logs. See Section 2A for detailed eligibility criteria, credentialing obligations, and audit protocols for Authorized Users.

C. **“Biometrica IP”** means intellectual property within the UMbRA Database and the Software, including the Interface, and any intellectual property or proprietary information therein or otherwise provided to Licensee and/or its Authorized Users.

D. **“Individuals”** means persons Licensee is authorized to perform criminal background checks on through algorithmic queries, for a legitimate and lawful purpose. For clarification, Licensee may use the UI for (i) purposes of lawful investigations, gathering of threat intelligence, and crime prevention; (ii) criminal justice or statistical research; (iii) analytical, legal or forensic purposes; (iv) protecting children or vulnerable adults, preventing the exploitation of children or vulnerable adults; (v) to prevent trafficking in persons and identify victims or missing persons; (vi) because of an imminent threat to life or limb; (vii) for purposes of public health; (viii) for protection of critical infrastructure and facility security; (ix) for national security or cybersecurity; (x) for identification, or location of persons of interest; and (xii) any other purposes not defined here but generally recognized to fall under lawful law enforcement purview. All such use must comply with all allocable and applicable federal, state, tribal local and international laws.

E. **“Initial Term”** shall have the meaning set forth below.

F. **“Integration”** means an integration between Biometrica’s systems and Licensee’s data repository for its booking, warrant and sex offender data, which may include a third-party vendor contracted with Licensee to be their JMS or RMS.

G. **“JMS” or “Jail Management System”** means a jail management information system that provides users with the ability to track and manage inmate information from booking to release and also manage and share that data.

H. **“Licensee Data”** means any image or other data uploaded, submitted, or provided by Licensee to be run against UMbRA.

I. **“Order Form” or “Proposal”** in this Agreement refers to an accepted and signed sales order form between Company and Licensee, for certain Company products and solutions.

J. **“Renewal Term”** shall have the meaning set forth below.

K **“RMS” or “Records Management System”** means an agency-wide system that provides for the storage, retrieval, retention, manipulation, archiving and viewing of information, records, documents, or files pertaining to law enforcement operations. An RMS covers the entire life span of records development— from the initial generation to its completion. Such records include incident and accident reports, arrests, citations, warrants, case management, field contacts, and other operations-oriented records.

L. **“Software”** means a computer program, or a module or component of a computer program, distributed or made available by Biometrica to Licensee pursuant to this Agreement; where the context so indicates, the term “Software” also refers to functions and features of a computer program, including the Interface.

M. **“Real-Time”** means every hour, or every two hours, or every three hours.

N. **“Results”** means the results of a single textual or an image search query made against the data in UMbRA.

O. **“UMbRA”** means the searchable, multi-jurisdictional, real-time database comprised of law enforcement-sourced non-biometric data, which includes charge or booking data, criminal data, and warrant data. Additionally, UMbRA records may contain non-searchable information inputted by law enforcement that includes records like AMBER alerts, Silver alerts or data on other missing persons or persons of interest in investigations. This additional data is not searchable on its own in UMbRA, either through this License via the Interface, or through an API.

P. **“Third Party”** means any Person outside Licensee’s organization, including and not limited to third-party vendors and third-party individuals or agencies that use the Licensee’s license to access UMbRA or receive results from UMbRA.

Q. **“UI License”** means the provision by Biometrica of two (2) no-cost user licenses under this Agreement, entitling two (2) individual credentialed personnel from Licensee to direct access to UMbRA via the web-based user interface. Any additional licenses beyond the two (2) provided shall be subject to pricing and terms outlined in a separate Proposal and governed by Biometrica’s Terms and Conditions Agreement. Authorized User accounts must not be shared, and each account shall maintain a digitally immutable audit trail.

2. LIMITATIONS OF DATA

2.1 No Juvenile Data. Licensee understands and acknowledges that Biometrica does not source, amalgamate or distribute juvenile booking or criminal data. Therefore, for example, in the case of a missing minor who is believed to have had a law enforcement event like an arrest, there would only be a possible match in UMbRA if a minor has been missing long enough to have grown into adulthood at the point of arrest or/and conviction, or if a minor, for

whatever reason, is charged/convicted as an adult and the law enforcement jurisdiction concerned has made that data available.

2.2 No Social or other Non-Law Enforcement-sourced Data. Licensee understands and acknowledges that Biometrica does not source, amalgamate or distribute data from social media accounts or platforms, any other media platforms, credit information bureaus, DMV records, property records, or from other similar sources. UMbRA data is sourced 100% from law enforcement records.

2.3 Data criteria. There would only be a possible match via an Interface search if an individual has been charged with a crime, convicted of a crime, placed on a sex offender registry, is on probation or parole, or is wanted by a law enforcement body in connection with an event. Further, any record would only be available in UMbRA if the following criteria is met:

- i) That record is from a law enforcement jurisdiction that has made its records available either through a publicly accessible database or, in some cases, to Biometrica through a non-public data feed by a special arrangement for data-sharing.
- ii) That law enforcement jurisdiction has updated its database to reflect that record, and/or updated that record as it progresses through a system.

2.4 Availability of Data in UMbRA. Licensee understands and acknowledges that the details of the data that is available in UMbRA depends on what a law enforcement jurisdiction makes available and this may or may not include image data and/or other demographic and personally identifiable details. To elaborate, a law enforcement agency may make first name, middle name, last name, aliases, gender, height, weight, race, date of birth, date of booking, date of release, charges, arresting officer, facility, arrest ID, and bond amount available, but not have an accompanying image. Another agency may have the image of the face, tattoos, and other details but no date of birth. As much as possible, Biometrica would prefer to source data directly from law enforcement jurisdictions in order to get all available demographic and image details and active warrant data, and will make every effort to do so, in order to support law enforcement agencies and other credentialed organizations in their public safety and other trust and safety obligations.

2.5 Non-compartmentalization of Data. Licensee understands and acknowledges that data contained in UMbRA cannot be compartmentalized, and includes both current and historical records, because data in UMbRA may be used to help locate missing persons and victims of trafficking and recognize unidentified remains, in addition to supporting the work of cold case investigators.

2.6 Applicability of Law to Results. Licensee understands and acknowledges that if and when there is a potential algorithmic match to an individual via an UMbRA query to a record that is older than a period that is allowed to be considered by applicable law or a statute of limitations, Licensee must apply applicable law in determining whether that data can be considered as relevant or not for the purposes of making a determination of a match.

2.7 Availability of Historical Record. Licensee understands and acknowledges that whether UMbRA contains historical data from a jurisdiction for a certain period depends on when that jurisdiction in question digitized their records and what they made available. The period varies per jurisdiction. For the purposes of explanation, any data in UMbRA begins from the point UMbRA started ingesting data from a county and what data they made available at the point of ingestion or make available via an update at a later time. For some counties, that means UMbRA receives their entire digital history at the point of first integration. To elaborate, there is some data from the states of Vermont and Arkansas in UMbRA dating back to the early 1950s, as these jurisdictions digitized available historical records and made them publicly available. But in other cases, there is no historical data available, and the data in UMbRA is available only from the point of integration of that jurisdiction into UMbRA.

To elaborate, if a law enforcement jurisdiction was integrated in February 2021 and they have made no historical data available, records for that jurisdiction in UMbRA would only be available from February 2021, unless that law enforcement jurisdiction digitizes their historical records and makes them available at some point in the future.

2.8 Data Coverage Gaps and Limited Liability. Licensee understands and acknowledges that if a source law enforcement jurisdiction were to go offline for any reason beyond Company's control, **including and not limited to** that jurisdiction's feed being affected by weather or power outages, a cyber-attack, human or technical error, the agency concerned opting to update or change their records management system, jail management system, or other data management system, shutting down for regular maintenance, making a code change that necessitates an update at Biometrica's end, or law enforcement not having the resources to make updates on any given day, there might be coverage gaps on certain days or for certain periods and UMbRA may or may not be able to access, ingest, or recover the data from those days. Licensee understands and acknowledges that Biometrica and its agents, product developers, suppliers, licensors or partners cannot be held responsible for any such gaps in coverage or the consequences that any such gap in coverage may have on Licensee and any permitted third party it access data from or provides data to.

2.9 No Warrant on Accuracy of Data. Licensee understands and acknowledges that (i) UMbRA contains or accesses database and other content sourced and aggregated from third party law enforcement sources, (ii) such content has not been and will not be authored, screened or verified by Biometrica, (iii) the Company in no way warrants the origin, accuracy, correctness or completeness of such content, and (iv) the content is provided solely on an "as is" and "where is" basis purely as an informational tool and any results are possible leads requiring further human analysis and corroboration.

2.10 No Liability for Non-availability of Data. Licensee understands and acknowledges that Company can only access, ingest and make available records that Company has been given access to, and Licensee agrees that Company and its employees, contractors, subsidiaries, affiliates, suppliers, licensors, and partners cannot be held liable, directly or indirectly, for gaps in coverage arising from these limitations, including gaps in coverage that may directly or indirectly affect Licensee use of this data and/or ability to make a determination of further action or investigation based on the data.

2A. AUTHORIZED ACCESS TO UMbRA

Access Eligibility and Scope.

Licensee understands and acknowledges that direct access to the UMbRA database is restricted to law enforcement, quasi-law enforcement, and mission-aligned partners operating in support of law enforcement. Specifically, access is limited to:

1. Credentialed and trained personnel from law enforcement agencies, including sworn officers and designated civilian personnel with investigative responsibilities.
2. Credentialed and trained personnel from quasi-law enforcement entities, such as District Attorney or Attorney General investigators, fusion center analysts, transit police, special jurisdictional task forces, State Gaming Control Boards, Alcohol Beverage Control (ABC) enforcement units, and similar authorized entities.
3. Credentialed and trained individuals from mission-aligned partner organizations that directly support law enforcement or authorized government agencies in legitimate criminal investigations or public safety operations. This includes participants in:

- ⇒ Organized Retail Crime task forces
- ⇒ Financial crimes investigations
- ⇒ National security or critical infrastructure protection operations
- ⇒ Anti-human trafficking initiatives
- ⇒ Child protection or exploitation prevention task forces
- ⇒ Joint investigative or intelligence operations

Only users falling within the above categories may be credentialed and authorized to access UMbRA, and all must complete mandatory onboarding and training as outlined in Section 3.1.

The following sections (2A.1 through 2A.6) further define access protocols, credentials, and compliance obligations.

2A.1 Permitted Users. Access to UMbRA shall be granted only to individuals who meet the definition of an Authorized User as described in Section 1(B) of this Agreement. Each Authorized User must be a credentialed employee, contractor, or sworn officer of the Licensee, or an approved and credentialed third-party user authorized by the Licensee under a legitimate and lawful investigative or operational purpose. All such users must be operating under the direct authority and supervision of the Licensee and must complete the mandatory onboarding training prior to being granted access credentials. All such users must also meet the compliance expectations outlined in Section 8.1 of this Agreement.

2A.2 User Credentials and Non-Transferability. Each Authorized User shall be issued individual, non-transferable login credentials. Sharing of login credentials is strictly prohibited and constitutes a material breach of this Agreement. Licensee shall ensure that access is tied to a named individual at all times to maintain system integrity, support accountability, and preserve an immutable audit trail of access and use.

2A.3 Two-Factor Authentication. Access to UMbRA shall require two-factor authentication or other Biometrica-mandated secure login procedures, subject to updates in industry standards and Biometrica's internal security protocols.

2A.4 Access Suspension and Revocation. Biometrica reserves the right to suspend or revoke any user's access credentials upon notification by Licensee of a personnel change, suspected misuse, or policy violation. Licensee shall notify Biometrica within 24 hours of any changes in user employment status, role reassignment, or disciplinary action that may affect that user's authorization.

2A.5 Audit and Oversight. All Authorized User activity within UMbRA is subject to audit by Biometrica to verify compliance with this Agreement. Biometrica retains the right to review access logs, conduct periodic audits, and request usage reports to ensure all use is consistent with ethical standards, applicable law, and the intended public safety purposes outlined in this Agreement.

2A.6 Third-Party Use Disclosure. If Licensee permits any third-party access as outlined in Section 1(B), Licensee shall retain full responsibility for such third party's compliance with the terms of this Agreement. Licensee must maintain written records of all third-party authorizations and make such records available to Biometrica upon request.

Access may not be extended to any individual or entity not explicitly listed above, including private citizens, media representatives, or commercial organizations not formally contracted for public safety support.

2A.7 Limited Use of UMbRA Data in Other Biometrica Systems. While direct access to the UMbRA database is limited to credentialed and trained users as defined above, Licensee acknowledges that UMbRA data may also be passively used within other Biometrica solutions, including RTIS, RVIS, and eMotive, to support authorized safety, investigative, and risk management functions.

i) In the case of RTIS/RVIS, if an alert is triggered by a sensor deployed at a facility not operated by law enforcement, the entity receiving the alert will only be shown:

⇒ The sensor-captured image from their own premises, and

⇒ A brief, relevance-based notification indicating why the match is significant (e.g., “match to sex offender criteria”).

No additional personal or background information from UMbRA is shared, and such alerts are informational only. At that point, Biometrica’s role concludes.

ii) In the case of eMotive, when used for continuous background monitoring under the Fair Credit Reporting Act (FCRA), only a designated HR or compliance officer — operating under employee-provided, explicit written consent — may receive an alert. That alert contains a side-by-side comparison and the relevant record from UMbRA, limited to the single matched individual. eMotive clients do not have search access to UMbRA and may not query or browse the database.

At no time is UMbRA data sold, transferred, or database access made directly available to advertisers or unrelated commercial entities. Access may be extended to third parties only where they are actively supporting law enforcement or public safety operations. All usage is confined to authorized and legally permissible public safety or investigatory use cases under applicable law.

3. DATA USE RESTRICTIONS

3.1 Onboarding and Acknowledgements. Following Licensee’s execution of this Agreement, and before they may access the data via their platform, they understand and acknowledge they must participate in a 45-minute onboarding process with Company (“Onboarding”). The Onboarding typically includes training in Database and Interface use, and Licensee’s acknowledgement that they will: (i) use the content only for permitted and legitimate lawful purposes; (ii) comply with all requirements of applicable law and regulations; (iii) not improperly discriminate against an individual being monitored, or otherwise misuse the information in violation of applicable laws or regulations; (iv) adhere to lawful procedures and protocols if and when they elect to use any “pointer data” gained from UMbRA in connection with an investigation that may lead to an adverse action relating to an individual; and (v) acknowledge that Biometrica bears no liability for any actions taken by Licensee or any third party based on UMbRA query results or investigative leads.

3.2 Corroboration of Results. Licensee understands and acknowledges that any possible match, including an image match, does not establish probable cause to arrest or obtain a search warrant, nor is it cause for a pre-adverse or adverse action. It is only intended as a possible lead for additional corroboration and investigation. Any algorithmic match recommendations require to be analyzed by more than one human analyst/reviewer prior to establishing a possible match. An investigator assigned to a case must establish, with other corroborating evidence, that the individual identified by a match, for example, is the perpetrator in the alleged crime or is a genuine threat to public or workplace safety.

3.3 Submitted Image, Modifications, Alterations. Licensee and when applicable, any permitted third party it accesses comparative source data from or provides results from UMbRA

to understands and acknowledges that results from a facial recognition query are heavily dependent on the kind of image submitted.

Biometrica strongly recommends that any submitted image, including those from driver's licenses or other IDs, that is modified or altered prior to submission for a query, should have the process of that modification or alteration documented and signed off on by a supervisor. Any image alteration or modification may cause a misidentification and/or legal and prosecutorial questions at a later stage. If a modified or altered image requires to be used, Biometrica strongly recommends and Licensee — and any third party it accesses data from or provides data to — understands and acknowledges the recommendation that both the original image and the modified or altered image are retained separately, along with edit logs (for example, in Adobe Photoshop), and any output from the modified image that is provided to an investigator. For elaboration, alterations or modifications to a probe or trigger image include and are not limited to the following: Cropping, resizing, rotating of an image, blurring of backgrounds, straightening, correcting a facial pose, color/tint correction, de-blurring or sharpening, lens distortion correction, dewarping, red eye reduction, changing colors, hair, adding or removing head coverings, adding or removing face coverings, adding or removing facial marks, adding or removing makeup, adding or removing eyeglasses, adding or removing filters, using AI-generated images, and more.

Please note that Images with eyes and/or faces obscured by sunglasses should not be submitted to the Interface for a search against UMbRA.

3.4 Limitations of Images from Fisheye Cameras. Except in exceptional circumstances, Biometrica strongly recommends that images from fisheye cameras are not used, because face recognition often suffers from a performance degradation in accuracy when applied to images captured by fisheye cameras, as they use a process that causes a distortion in facial features. Fisheye cameras are best suited for providing situational or environmental awareness for users monitoring a wide area instead of applications like facial recognition. As a policy, Biometrica recommends that any original image and the altered or modified image should both be run against UMbRA and records kept of query search results, including and not limited to any that produce a different candidate set.

3.5 Company Access Restrictions and Biometric Privacy. Please note that Company systems are privacy compliant and Biometrica employees and contractors have **no access** to Licensee search or monitoring data, i.e., Biometrica employees and contractors have no access to any search queries made against UMbRA and cannot see any textual or image submissions made by anyone. Further, while both textual and image scans are run, Biometrica does not access, store any biometric templates. At the point an image is uploaded to be stored, it is merely an image; not a biometric. The biometric template that is generated when a facial recognition scan is run by Biometrica's licensed, NIST-approved algorithms is deleted and purged from the server on the completion of a search query. Biometrica does not maintain a gallery of biometric templates (faceprints).

4. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

4.1 Warranty. Biometrica shall use reasonable efforts consistent with prevailing industry standards to maintain the Software in a manner which minimizes errors and interruptions in the use of the Software. The Interface may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Biometrica or by third-party providers, or

because of other causes beyond Biometrica's reasonable control, but Biometrica shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled disruption.

4.2 Disclaimer. THE REMEDY DESCRIBED IN SECTION 4.1 ABOVE IS LICENSEE'S SOLE REMEDY, AND BIOMETRICA'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. BIOMETRICA DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS OBTAINED FROM USE OF THE DATABASE AND INTERFACE. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SOFTWARE IS PROVIDED "AS IS" AND BIOMETRICA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

4.3 Insurance, Data Flow and Cyber Risk. Biometrica maintains technology errors and omissions (E&O) and cyber liability insurance coverage consistent with industry standards. Documentation of coverage may be made available upon request, subject to applicable confidentiality protections and reasonable procedures. For further clarity, Biometrica does not push or transmit any data to Licensee systems or networks. All data within UMbRA is received directly from law enforcement agencies and remains within Biometrica's secure, access-controlled environment. Licensee personnel interact with UMbRA solely through a web-based interface for authorized queries. No application or program is required to be downloaded or installed on any Agency system. As such, Licensee systems are not exposed to cybersecurity or data breach risks originating from Biometrica's infrastructure.

4.4 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

5. INVOICES, TAXES AND FEES

5.1 Subscription Fees. Access to UMbRA will be provided **at no cost to two (2) authorized Licensee member accounts**. Member accounts cannot be shared in order to maintain an audit trail. Any additional accounts would necessitate a charge, as agreed upon and detailed in an accompanying Order Form or Proposal. Where and when applicable, if Licensee believes that Biometrica has billed Licensee incorrectly, Licensee must contact Biometrica no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Licensee acknowledges and agrees that a failure to contact Biometrica within this period will serve as a waiver of any claim.

5.2 Special Services. If Licensee requests any Special Services, for instance, building a specialized custom bulk database, then the charges for such services shall be separately invoiced, after discussion and agreement on pricing, as soon as practicable after the Special Services are provided and payment will be due upon receipt of invoice.

5.3 Late Fees. Licensee shall be solely responsible for the payment of Subscription Fee, when applicable. All undisputed amounts due hereunder shall be payable in U.S. dollars by wire

transfer or ACH to a U.S. bank account identified by Biometrica in writing. If any undisputed fee is more than thirty (30) days overdue, Biometrica may, without limiting its other rights and remedies, reserve the right to suspend access to its Software until such undisputed invoice is paid in full.

Biometrica shall provide at least thirty (30) days' prior written notice to Licensee of the payment delinquency before exercising any suspension right. Undisputed, unpaid Subscription Fees which are more than thirty (30) days late shall incur an interest charge of one- and one-half percent (1.5%) per month or 18% per year. Licensee shall pay all of Biometrica's reasonable costs and expenses (including reasonable attorneys' and auditors' fees) if legal action is required to collect outstanding balances hereunder.

5.4 Taxes. Licensee is responsible for all applicable taxes, levies, or duties imposed by taxing authorities associated with use of the Software. If Biometrica has a legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Licensee is responsible, the appropriate amount shall be invoiced to and paid by Licensee unless Licensee provides Biometrica a legally sufficient tax exemption certificate, upon which Biometrica will not charge Licensee any taxes from which it is exempt. If any deduction or withholding is required by law, Licensee shall notify Biometrica and shall pay Biometrica any additional amounts necessary to ensure that the net amount that Biometrica receives, after any deduction and withholding, equals the amount Biometrica would have received if no deduction or withholding had been required.

6. TERM

6.1 Term. This Agreement will continue in force for a fixed term of thirty-six (36) months commencing on the Effective Date (the "**Initial Term**") unless specified otherwise in a signed Order Form/Proposal, in which case the terms of the Order Form/Proposal will prevail. This Agreement shall automatically renew for a one (1) year period (a "**Renewal Term**", and together with the Initial Term, the "**Term**") at the end of the Initial Term or any Renewal Term, unless either Party gives written notice to the other Party of its intention not to renew at least sixty (60) days prior to the expiration of the Initial Term or the then current Renewal Term.

6.2 Termination for Cause. Notwithstanding the foregoing, this Agreement may be terminated for cause, as follows:

- (a) *With Default Notice.* Except as provided in Subsection (b) below, if either Party defaults in the performance of any material provision of this Agreement, the non- defaulting Party may give written notice (a "**Default Notice**") to the defaulting Party that if the default is not cured within thirty (30) days, the Agreement will be terminated. If, following such Default Notice, the default is not cured within the thirty (30) day period, then this Agreement will be terminated immediately upon written notice (a "**Termination Notice**") from the non-defaulting Party provided that the default is not cured prior to issuance of the Termination Notice. If, however, the default is cured prior to issuance of the Termination Notice, the non-defaulting party shall have no right to terminate the Agreement based on the prior issued Default Notice.
- (b) *Without Default Notice.* This Agreement may be terminated immediately, without service of a Default Notice, by service of a Termination Notice if Licensee dissolves or loses its charter or its equivalent, or becomes subject to bankruptcy proceedings, becomes insolvent, or makes an arrangement with Licensee's creditors or goes into liquidation.

6.3 Change of Law or Technology. If, due to any change in applicable law or regulations or the interpretation thereof by any court or other governing body, performance of any provision of

this Agreement or any transaction contemplated hereby shall become impracticable or impossible, or in the event of a change in technology that renders any transaction contemplated by this Agreement impracticable or impossible, the Party directly impacted by the

change shall promptly give notice to the other Party, and the Parties' obligations under this Agreement shall be suspended until it is no longer unlawful or impracticable to proceed. In the event such condition continues to the end of the Initial Term or then current Renewal Term, either Party may terminate this Agreement by timely giving notice of non-renewal as required above.

6.4 Termination of License. Upon termination or expiration of this Agreement, the License granted hereunder will automatically and immediately terminate. Upon termination or expiration of any license granted to Licensee, Licensee must immediately destroy or return to Biometrica all materials related to the Software.

7. USAGE RESTRICTIONS

7.1 Usage Restrictions on Biometrica IP and Software. Biometrica and its licensors retain all rights, title and interest in and to the UMBRA Database and the Software, including the Interface, and Biometrica IP and its components, and Licensee acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Licensee further acknowledges that Biometrica retains the right to use the foregoing for any purpose in Biometrica's sole discretion. Licensee shall not: (i) copy or duplicate any of the Biometrica IP and Software; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Biometrica IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Biometrica IP; (iii) attempt to modify, alter, tamper with or repair any part of the Biometrica IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Biometrica IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Software or Biometrica IP; (vi) use the Software and data for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Licensee's rights. There are no implied rights.

8. DATA ACCESS CONDITIONALITY

8.1 FCRA Compliance and Ethical Use of Data. Licensee and any permitted third party it accesses comparative source data from or provides data to understands and acknowledges that Biometrica is subject to and compliant with the guidelines of the Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681, and has a PI license. Biometrica's policies ensure all data use is ethical and consistent with authorized purposes while not violating the privacy, civil rights, and civil liberties (P/CRCL) of individuals. As such, Licensee understands that in compliance with such guidelines, Biometrica will provide access to its products or programs or applications only upon knowing and understanding the use of its data, which in this case is broadly understood to be lawful law enforcement business, as broadly defined in Section 1 (D) above.

9. MISCELLANEOUS

9.1 Compliance with Laws. Parties shall comply with all applicable local, state, tribal, federal, and international laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

9.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

9.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

9.4 Entire Agreement. This Agreement, together with the Order Form(s), or a Proposal, is the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Licensee's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon purchase order is subject to these terms. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail, except for pricing, in which a signed and accepted Proposal or Order Form will prevail. Licensee agrees that Licensee's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Biometrica with respect to future functionality or feature.

9.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Biometrica shall at all times be and act as an independent contractor to Licensee.

9.6 Governing Law. This Agreement shall be governed by the laws of the State of Nevada or any other applicable jurisdictional law, depending on the licensee agency.

9.7 Special Terms. Biometrica may offer certain special terms which are indicated in a proposal and will become part of this Agreement, upon Licensee's prior written consent and the mutual execution by authorized representatives ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

9.8 State/Local Requirements. Disclosures mandated by state or local law, may be added as an addendum to this Agreement. To the extent that any terms of this Agreement are inconsistent or conflict with that Addendum, the Addendum shall control.

9.9 Feedback. If Licensee provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Licensee hereby assigns to Biometrica all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

9.10 Export. Licensee may not remove or export from the United States or allow the export or re-export of the Biometrica IP, Data, or Software, or anything related thereto, or any direct product or solution thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Licensee or authority.

9.11 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

9.12 Authority. Access and use of the Software implies acceptance of this Agreement by the Licensee. Licensee's Authorized Users represent that they understand this Agreement and have the authority to access and use the Software.

9.13 Conflict. In the event there is a conflict between this Agreement and any applicable statement of work, or Licensee purchase order, this Agreement controls unless explicitly stated otherwise.

9.14 Morality. In the event Licensee or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Biometrica's reputation, Biometrica shall have the option to terminate this Agreement upon prior written notice to Licensee.

9.15 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. All notices will be provided to the email or mailing address listed in the Order Form/Proposal.

9.16 Non-Appropriation. Notwithstanding any other provision of this Agreement, all obligations of Licensee under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Licensee shall have the right to terminate this Agreement for non-appropriation with thirty (30) days written notice without penalty or other cost.

These Terms and Conditions are subject to change. Any change in these Terms will be communicated to Licensee via email or other digital medium within 48 hours of that change.

This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single Agreement between the Parties with the same effect as if all the signatures were upon the same instrument.

IN WITNESS WHEREOF, the Licensee has caused this Agreement to be executed by their duly authorized representative effective as of the date and year written below.

LICENSEE ACCEPTANCE (signature)

Stephen Centrone
IT Director - Law Enforcement Technology
USA - AL - Orange Beach PD
08/07/2025

BIOMETRICA ACCEPTANCE

Patrick Cheatwood
Director, Public Safety and Head of Law Enforcement
Training
08/07/2025



Orange Beach Police Department

Memo

To: Renee Eberly, City Clerk

From: Sgt. Ashleigh Johnson, Police

Date: August 13, 2025

Subject: Biometrica Agreement

This application is to enter into an agreement with Biometrica for their UMbRA Law Enforcement Software program. This will be a data-sharing program that allows Biometrica access to our jail booking, warrant, and sex offender data and in return they will allow us access to their UMbRA database via a web-based interface. This interface will assist in identification of unknown individuals for investigative purposes.



**REGULAR COMMITTEE OF THE WHOLE MEETING
SEPTEMBER 2, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a maintenance agreement with IPS Power Systems, Inc., for citywide generator maintenance. (GS)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 09-16-25 25-xxx Authorize Generator Maintenance Agreement IPS Power Systems
2. 2025.08.11 Maintenance Agreement Generators IPS Power Systems

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
MAINTENANCE AGREEMENT WITH IPS POWER SYSTEMS, INC.
FOR CITYWIDE GENERATOR MAINTENANCE**

FINDINGS:

1. The City Construction and Facilities Manager has recommended utilizing IPS Power Systems, Inc., for maintenance of generators citywide.
2. IPS Power Systems, Inc., has submitted their maintenance agreement (attached Exhibit A).
3. After having reviewed said agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama

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

1. That the Council authorizes the Mayor to execute the agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and IPS Power Systems, Inc., as an act for and on behalf of the City of Orange Beach subject to final approval by the City Attorney; and
2. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 16th DAY OF SEPTEMBER, 2025.

Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on September 16, 2025.

City Clerk



PERIODIC MAINTENANCE AGREEMENT

Engine and Generator Systems

May 13, 2025

CITY OF ORANGE BEACH ("Customer"), of **4099 ORANGE BEACH, ALABAMA, 36561** and **IPS POWER SYSTEMS, INC.**, ("Contractor or IPS ") of, 6312 78th Street, Riverview Florida, 33578, in consideration of the promises made in this Agreement and intending to be legally bound, agree as follows:

RECITALS

Customer owns a generator system, together with associated equipment (herein "System"), for use by Customer in providing emergency and other sources of electrical power to a facility or facilities owned or operated by Customer. Contractor is engaged in the service and maintenance of systems like the System owned or operated by Customer and has been requested to provide maintenance and/or testing to the System pursuant to the terms and conditions of this Agreement (the "Services").

MAINTENANCE SERVICES

1. Contractor shall maintain and service the System, consisting of the equipment on Exhibit "A" attached to this Agreement and incorporated herein by reference (the "Equipment"), in accordance with schedule of Services described on Exhibit "A". Contractor shall provide scheduled preventive maintenance, with the schedule to be based on the specific needs of the Equipment as determined by Contractor. In addition, Contractor may provide other remedial maintenance and/or testing at Customer's request, as and when needed. Service maintenance and/or testing may include, without limitation, lubrication, adjustments, testing, and replacement of parts and components deemed necessary by Contractor. Scheduled Maintenance shall include those items of service and/or testing described on Exhibit "A" attached hereto, to be performed by Contractor at the intervals specified hereon. Other maintenance and/or testing requested by Customer and not described on Exhibit "A" shall include those items of service requested by Customer and agreed upon by Contractor.

EXCLUSIONS

1. Unless otherwise agreed by Contractor in writing, the service and maintenance performed pursuant to this Agreement shall not include any of the following:

- (a) Electrical work external to the Equipment
- (b) Furnishing of supplies or accessories.
- (c) Painting or refinishing the Equipment or Furnishing the material, therefore.
- (d) Making specification changes to the Equipment.
- (e) Performing services connected with relocation of the Equipment.
- (f) Repairing damage resulting from, or furnishing parts required because of causes other than ordinary wear and tear including, without limitation: neglect; misuse, including faulty repair or maintenance by persons other than the Contractor; accidents; failure of electrical power, air conditioning, humidity control or events outside the reasonable control of Contractor, such as, but not limited to, Acts of God.
- (g) Adding, removing, servicing, or maintaining accessories, attachments, or other devices not furnished by Contractor, unless specifically scheduled on Exhibit "A".
- (h) Others: _____

PARTS

3. Contractor shall furnish parts as necessary at Contractor's then current scheduled price or on an exchange basis, regardless of when installed and such parts shall be either new or equivalent to new in performance when used in the Equipment.

CHARGES

4. (a) Charges for the periodic maintenance described on Exhibit "A" are described herein.
- (b) Charges for on-call, unscheduled service, or for Services otherwise requested by Customer, shall be at the rates then published and agreed upon by Contractor, in writing. Customer acknowledges a minimum service charge of three (3) hours at the prevailing labor hourly rate at the time that service is performed. This charge is a minimum service call charge, and additional hourly labor charges may apply. Charges for additional hourly labor will not begin until three (3) hours of labor have already been used.
- (c) Contractor reserves the right to adjust prices identified in Proposal Exhibit A by a percentage of (a) the annual percentage increase in the Consumer Price Index (CPI) at the time of renewal OR (b) up to five percent (5%) annually on the anniversary date of the executed service agreement.
- (d) Contractor reserves the right to assess additional surcharges if warranted depending on multiple factors. These factors include but are not limited to surcharges for fuel or increases in material costs as well as any other surcharges or increases in costs that the Contractor deems necessary to pass down to the customer. These additional costs may be charged with or without prior notice to the customer. Any additional surcharges or fees will be clearly indicated on each invoice.

PAYMENT OF CHARGES

5. Customer agrees to pay Contractor immediately upon completion for the scheduled maintenance described on Exhibit "A" plus any additional fees or surcharges incurred as indicated in section 4(c) above. Customer otherwise agrees to pay Contractor for all on-call, unscheduled or otherwise Customer requested maintenance charges immediately on completion unless otherwise agreed by Contractor in writing. If Contractor elects to accept payment from Customer other than on completion for the Services provided pursuant to this Agreement, Customer shall promptly comply with terms of payment

granted by Contractor. Any payment due shall entitle Contractor to seek, in addition to the principal amount owed, interest at eighteen percent (18%) per year or maximum rate allowable by Florida law.

TERM

6. This Agreement shall be effective from the date of its execution by Contractor and Customer and shall remain in force unless terminated, in writing, by either party giving the other thirty (30) days written notice as provided herein. However, the giving of notice of termination shall not relieve or eliminate the obligations of the Contractor and/or Customer occurring before the termination date, unless otherwise agreed by the parties hereto in writing. Customer agrees that if the Agreement is not cancelled within thirty (30) days of its anniversary date, the Agreement shall automatically renew at the prices prevailing at the time of renewal. Customers will be provided with a new price list and hourly rate sheet at the time that the contract renews.

WARRANTY; LIMITATION

7. (a) Contractor warrants that under normal conditions of use and operation, the Services furnished pursuant to this Agreement shall be free from defects in workmanship and that the parts furnished pursuant to this Agreement shall be free from defects in workmanship and material.

(b) Contractor's obligation under this warranty is limited to the repair or replacement, at its option, of any part that, within ninety (90) days after installation and acceptance, is established by Contractor not to be in conformity with the Equipment manufacturer's published specifications. Contractor further warrants that its Services rendered pursuant to this Agreement shall be free of defects in workmanship for ninety (90) days after performance of Services, but Contractor's obligation shall be limited to correction of the defective workmanship.

(c) The foregoing warranty and conditions shall apply only to any repaired or replaced product, part, or component supplied by Contractor, together with the workmanship as provided herein.

(d) THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE

(e) Customer agrees that the sole remedies for the breach of any warranties contained in this Agreement are those expressly stated in this provision. Customer further agrees that in no event shall Contractor's liability to Customer for damages of any nature exceed the total charges paid or payable for either (1) the total charges paid or payable for all Services during one (1) year under this Agreement if the liability arises from the provision of such Services; or (2) the purchase price of the parts if the liability results from the provision of such parts.

ACCESS TO EQUIPMENT; PERFORMANCE OF SERVICES; CUSTOMER OBLIGATIONS

8. (a) Contractor's maintenance personnel shall have free access to the System and the Equipment for the purpose of providing maintenance service.

(b) During the Services provided pursuant to this Agreement as to the System, whether an interruption in electrical services is contemplated by Customer or Contractor or not, as a matter of allocating between Customer and Contractor the risks associated with an interruption in electrical services and/or taking the System off line, Customer agrees to use its best efforts to fully and completely secure all or any part of any facility in which the System is located, as the case may be, for any and all safety issues that an electrical service interruption might give rise to, including but not limited to, injury to building occupants, customers, invitees, or any third party and/or property damage, or work interruption, arising out of any event of maintenance or testing performed by Contractor as to the System. Customer agrees with Contractor that securing of the premises in order for Contractor to perform its Services is a material and critical element of this Agreement and, prior to the performance of any maintenance and/or testing Services under this Agreement, Customer will receive and execute with Contractor a written Notification and Acknowledgement of Inspection and Warning ("Notification") related to the Services provided herein. The Notification shall include Contractor's estimate as to when interruption of electrical services may occur during the performance of its obligations under this Agreement. Customer further agrees that Contractor shall have no liability to Customer or any third party for any estimate given in connection with potential interruptions in electrical services during the performance of Contractor's obligations herein, it being acknowledged by Customer that Contractor's Services are often affected by acts of third parties and/or components or elements of the System that do not allow for more specific and accurate estimates as to when an electrical service interruption may occur.

DELAYS

9. Contractor shall not be liable for any delays in performance directly or indirectly resulting from acts of Customer, its agents, employees, or subcontractors, or causes beyond the reasonable control of Contractor. "Causes beyond the reasonable control of Contractor" include, but are not limited to:

- | | |
|---|--|
| (a) Acts of God | (h) Strikes, civil commotions, or revolutions |
| (b) Acts of a public enemy | (i) Freight embargos |
| (c) Acts of the United States or the District of Columbia, or any State or Territory of the United States, or any of their political subdivision. | (j) Unusually severe weather conditions |
| (d) Fire | (k) Default of Contractor's subcontractors or suppliers |
| (e) Flood | (l) Normal wear and tear |
| (f) Epidemics | (m) Overloads |
| | (n) Improper operation and/or abuse of the System by Customer or other third parties |
| (g) Quarantine restrictions | (o) Accidents beyond the reasonable control of Contractor. |

CONSEQUENTIAL DAMAGES

10. CUSTOMER AGREES THAT CONTRACTOR SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR FOR THE LOSS OF PROFITS, REVENUES, OR ANY OTHER LOSSES ARISING OUT OF ANY DEFAULT UNDER THIS AGREEMENT, EVEN IF CONTRACTOR SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

IDEMNIFICATION OF CONTRACTOR

11. Customer agrees to defend, hold harmless, and indemnify Contractor, its officers, directors, employees and agents for any and all losses, damages, and liabilities, legal or non-legal, arising out of any interruption in electrical services or as to any other incident or event as to the System which is not caused by the willful misconduct or gross negligence of Contractor. Customer further agrees with Contractor that this Agreement of indemnification shall include, without limitation, any attorney's fees, costs or other legal or non-legal expenses of any description incurred by Contractor.

TERMINATION

12. Contractor shall have the right to terminate this Agreement in the event any one of the following instances of default occurs and is not remedied within seven (7) days after receipt of a written notice thereof:

- (a) Failure of Customer to pay or make financial arrangements satisfactory to Contractor for the Services described herein;
- (b) Customer's failure to perform or observe any of the terms and conditions under this Agreement, including, without limitation, timely payment of any sums due Contractor.
- (c) Any assignment of Customer's business or assets for the benefit of creditors.
- (d) The filing of a petition in bankruptcy by or against Customer.

(e) The appointment of a receiver, trustee in bankruptcy, or similar officer to take charge of all or part of Customer's property.

(f) Others: _____

MISCELLANEOUS

13. In addition to the other terms and conditions of this Agreement, Customer and Contractor further agree that the following shall also govern this Agreement:

(a) Waiver. No waiver of any of the terms or conditions of this Agreement shall be binding or effective for any purpose unless expressed in writing and executed by the party giving the same.

(b) Governing Law; Constitution. This Agreement is being delivered and performed in the State of Florida and shall be construed in accordance with, and governed by, the laws of the State of Florida. Venue of any action related to this Agreement shall be placed in the courts of Polk or Hillsborough County, Florida, exclusively. This Agreement, together with any other documents executed in conjunction with or pursuant to this Agreement shall not be construed against either Customer or Contractor, regardless of which party drafted the Agreement, it being intended this Agreement is the product of informed negotiations between both parties with full knowledge of the meaning of the terms and conditions hereto.

(c) Enforcement in connection with any action out of this Agreement, or in any way relating to the transactions contemplated hereby, the prevailing party in such action shall be entitled to recover from the non-prevailing party, all court costs and expenses of litigation, including attorney's fees, court costs, costs of investigation, accounting and other costs reasonably related to the litigation, including, but without limitation, all attorney's fees and costs subsequent to entry of any judgment on behalf of the prevailing party, on appeal, in connection with any bankruptcy proceedings, or in any alternative dispute resolution proceedings. THE PARTIES TO THIS AGREEMENT HEREBY WAIVE, WITHOUT EXCEPTION, ANY RIGHT TO JURY TRIAL RELATED TO ANY ISSUE OR MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

(d) Successors and Assigns. All of the terms and conditions of this Agreement, and the rights and obligations of the parties hereunder, shall be binding upon and shall inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

(e) Entire Agreement. This Agreement, any Agreements referenced herein, and exhibits attached hereto constitute the entire Agreement and understanding of the parties with respect to the transactions contemplated hereby as an exclusive statement, and incorporate and supersede all prior and contemporaneous negotiations, agreements and understandings related to the subject matter hereof. This Agreement, referenced Agreements, and exhibits may not be amended, terminated or otherwise modified, except by a written instrument executed by all the parties to be bound thereby.

(f) Notice. Subject to notice of change of address, in the manner provided in this Paragraph, any notice, request, instruction, or other document to be given under this Agreement by any party to any other party shall be in writing, signed by or on behalf of the party giving notice, and shall be deemed to have been given on the earlier to occur of:

1. the date of actual delivery; or
2. five (5) days after the date on which such notice is mailed by United States Mail, postage prepaid to each party at the addresses listed below; or
3. the date of electronic facsimile transmission that is verified by the issuance of a successful facsimile transmission report at the facsimile telephone number for the receiving party, which is currently on file with the sending party; or the business day following the day on which such notice is sent by any next day or overnight delivery service to each party at the address listed below.

(g) All scheduled PM appointments canceled by customer when technician arrives at site will be subject to a cancellation fee. A three (3) hour minimum Service call charge will be charged to customer.

If to the customer: **CITY OF ORANGE BEACH**
ATTN: FELIX REVUELTA
4099 Orange Beach
Orange Beach, AL 36561
Phone: 251-980-5946
Email: FREVUELTA@ORANGEBEACHAL.GOV

If to the Contractor: TAW Power Systems, Inc., dba Integrated Power Services
Attn: John St. Louis
6312 78th Street
Riverview, FL 33569
Phone: 866-860-6267
Fax: 813-217-8074

With copy to: Integrated Power Services LLC
Attn: Greg Hanlon
6312 78th Street
Riverview, FL 33569

Neither party shall hold the other in default hereunder without first giving seven (7) days written notice of default and specifying the action required to cure the default.

Please print and sign both areas of the contract including the Exhibit page.

CUSTOMER: **CITY OF ORANGE BEACH**

Signed By: _____ Title: _____

Print Name: _____ Date: _____

CONTRACTOR: Ana Johnson
TAW Power Systems, Inc., dba Integrated Power Services

By: _____

As its:

Where Applicable and With Customer Written Permission.

Contract price is based on normal business hours (8:00 AM to 4:30 PM Monday through Friday)

**PROPOSAL EXHIBIT A
PERIODIC MAINTENANCE PROPOSAL
ENGINE-GENERATOR SYSTEMS
SEMI-ANNUAL INSPECTION
Proposal #AJ04282025-1**

May 13, 2025

Upon acceptance of this proposal IPS will perform the services listed below, IPS will inspect during business hours at least 2 times each year while this agreement remains in effect. These inspections will include:

☒ Lube, oil and filter change (Once/year)	☒ Confirm engine and generator gauge operation
☒ Fuel filter change (Once/year)	☒ Confirm generator controller operation
☒ Check air cleaner (Once/year)	☒ Check unit output voltage and adjust as necessary
☒ Check coolant level	☒ Check Fuel Tank Level
☒ Test anti-freeze and adjust	☒ Inspect fuel line and electrical connections
☒ Inspect belts condition	☒ Annual Fuel Analysis (Optional \$185.00)
☒ Check engine heater operation	☐ Annual Oil Analysis (Optional \$255.00)
☒ Inspect air intakes and outlets	☐ Annual Coolant Analysis (Optional \$462.00)
☒ Check transfer tank operation	☐ Annual Resistive Load Bank Test 2 Hour (Optional)
☒ Drain exhaust line	☐ Fuel Tank Certification (Interstitial / Hi-Fuel / Low Fuel Alarm)
☒ Inspect silencer	☐ (Optional \$575.00 Once/Year)
☒ Check battery charger operation and charging rate	☐ Annual ASTM DIESEL FUEL Testing (Optional \$500.00)
☒ Check battery electrolyte levels and specific gravity	
☒ Emergency system operation without load transfer	
☒ *Emergency system operation with load transfer (If allowed)	
☒ Frequency check/governor adjustment	
☒ **Confirm transfer switch and accessory operation	
☒ Check alternator charge rate	

**** Where Applicable and With Customer Written Permission.**

Contract price is based on normal business hours (8:00 AM to 4:30 PM Monday through Friday)

Manufacturer / KW	Model	Serial Number	Location	Major	1 Each Minor(s) @	Sub-Total
Kohler/250KW	250REOZD	0728785	Police Dept	\$605.00	\$200.00	\$805.00
Annual	4 Hour	Loadbank				\$795.00
Annual	Basic Fuel	Fuel Analysis				\$150.00
Generac/60KW	SD0060GG174	302640312- EQ26033855	Comm Center	\$550.00	\$200.00	\$750.00
Annual	4 Hour	Loadbank				\$510.00
Annual	Basic Fuel	Fuel Analysis				\$150.00
Kohler/250KW	250REOZJE	SGM32CNN4	Rec Center	\$605.00	\$200.00	\$805.00
Annual	4 Hour	Loadbank				\$795.00
Annual	Basic Fuel	Fuel Analysis				\$150.00
Cummins/175KW	175/DGFB- 5756722	C060903215	Fire Station 2	\$605.00	\$200.00	\$805.00

Annual	4 Hour	Loadbank				\$795.00
Annual	Basic Fuel	Fuel Analysis				\$150.00
Kohler/60KW	60REOZJD	SGM32CPCW	Community Dev Center	\$500.00	\$200.00	\$700.00
Annual	4 Hour	Loadbank				\$510.00
Annual	Basic Fuel	Fuel Analysis				\$150.00
CAT/50KW	D50-2LC	CAT0044VCN3 0039	Fire Admin	\$500.00	\$200.00	\$700.00
Annual	4 Hour	Loadbank				\$510.00
Annual	Basic Fuel	Fuel Analysis				\$150.00
Cummins/50KW	50/50GCA	G980774513	Fire Station 1	\$500.00	\$200.00	\$700.00
Annual	4 Hour	Loadbank				\$510.00
Annual	Basic Fuel	Fuel Analysis				\$150.00
Kohler/60KW	60REOZJD	SGM32CPCX	Finance	\$500.00	\$200.00	\$700.00
Annual	4 Hour	Loadbank				\$510.00
Annual	Basic Fuel	Fuel Analysis				\$150.00
Cummins/150KW	150/DSGAC- 1775178	H170227019	City Hall Cummins	\$605.00	\$200.00	\$805.00
Annual	4 Hour	Loadbank				\$795.00
Annual	Basic Fuel	Fuel Analysis				\$150.00
CAT/160KW	160/SR4	SAE0410	Library CAT	\$605.00	\$200.00	\$805.00
Annual	4 Hour	Loadbank				\$795.00
Annual	Basic Fuel	Fuel Analysis				\$150.00
Kohler/250KW	250REOZJE	33CFMGHH0014	Public Works Kohler	\$605.00	\$200.00	\$805.00
Annual	4 Hour	Loadbank				\$795.00
Annual	Basic Fuel	Fuel Analysis				\$150.00
Other/35KW	35	E990914399	Coastal Barn	\$450.00	\$200.00	\$650.00
Annual	4 Hour	Loadbank				\$510.00
Annual	Basic Fuel	Fuel Analysis				\$150.00
Kohler/250KW	250REOZJE	33CFGMKM0039	Station 3	\$605.00	\$200.00	\$805.00
Annual	4 Hour	Loadbank				\$795.00
Annual	Basic Fuel	Fuel Analysis				\$150.00
CAT/50KW	50/D50-4S	CAT00C44CNCN 00267	Coastal Barn 2	\$500.00	\$200.00	\$700.00
Annual	4 Hour	Loadbank				\$510.00
Annual	Basic Fuel	Fuel Analysis				\$150.00
SUB-TOTAL						\$21,770.00

2 Hour Load Bank Testing: (Optional) \$0.00 4 Hour Load Bank Testing (Optional) \$0.00

Sub-Total: \$21,770.00

State Sales Tax: \$ALEXEMPT

County Sales Tax: \$ALEXEMPT

Total: \$21,770.00

Sales Tax is due on all work unless a valid tax-exempt certificate is supplied.
This proposal is open for acceptance for 30 days.
Terms & Conditions: IPS Periodic Maintenance Agreement & Notification incorporated herein.
Proposal Acceptance

Customer	Date	IPS Power Systems	Date
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****CONTRACT IS NON-BINDING IF NOT SIGNED BY BOTH THE CUSTOMER AND THE CONTRACTOR****

Labor rates

M-F	7:30 am - 4 pm (straight time) \$154.00 p/h
M-F	5 am-7:30am & 4 pm- 11 pm (O/T) \$231.00 p/h
M- Su	11pm- 5 am (DOUBLE time) \$308.00 p/h
S	5 am- 11 pm (O/T) \$231.00 p/h
Su.	ALL DAY (DOUBLE time) \$308.00 p/h

HOLIDAY'S are billed at DOUBLE time rate.

All services are subject to a 5% environmental fee if any parts are used

All service calls and additional repairs are subject to mileage fees depending on distance from TAW shop:

Zone 1: 0-20 --50.00

Zone 2: 21-50 – \$200.00

Zone 3: 51-100 – \$300.00

Zone 4: 101+ - \$400.00



**REGULAR COMMITTEE OF THE WHOLE MEETING
SEPTEMBER 2, 2025**

Departments: City Clerk

Description of Topic: Ordinance amending Chapter 30, Article X, "Islands of Perdido" of the Code of Ordinances for the City of Orange Beach, Alabama, to modify references to "Walker Island" to align with updated geographical information. (NW)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 2025-xxxx Amd Ch 30 Art X Islands of Perdido Walker Island
2. Memo 2025.08.29 - Walker Island Ordinance

ORDINANCE NO. 2025-xxxx

**AN ORDINANCE AMENDING CHAPTER 30, ARTICLE X, “ISLANDS OF PERDIDO” OF THE
CODE OF ORDINANCES FOR THE CITY OF ORANGE BEACH, ALABAMA
TO MODIFY REFERENCES TO “WALKER ISLAND” TO ALIGN WITH
UPDATED GEOGRAPHICAL INFORMATION**

FINDINGS:

1. Walker Island is owned by the City of Orange Beach and was previously a singular land mass in Bayou St. John at North 30 degrees, 17 minutes, and 14 seconds latitude; and West 57 degrees, 32 minutes, and 27 seconds longitude.
2. In recent decades, the valuable habitat of Walker Island has experienced sustained erosion and other ecological injuries resulting from storms, intense boat traffic in nearshore waters, and shoreline and upland recreational use.
3. In 2022, the City of Orange Beach facilitated the Restoration Alternatives Analysis, Designs, and Cost Estimates Study for Lower Perdido Bay/Perdido Pass project that included Walker Island restoration and design. The Walker Island design included the placement of sediment to restore eroded coastal habitats and to provide a physical shield from natural and anthropogenic impacts to seagrass beds around the island ultimately resulting in the creation of approximately 4 acres of subtidal habitat, a 5-acre scrub-shrub platform, and a central 1-acre upland platform on the west side of the island.
4. In January 2025, The Nature Conservancy executed a grant from Deepwater Horizon Natural Resource Damage Assessment (NRDA) funds to implement the restoration and construction of Walker Island.
5. The City Council has determined that certain amendments to Chapter 30, Article X, “Islands of Perdido” of the City of Orange Beach Code of Ordinances are necessary to incorporate changes made through the execution of the restoration project to the land mass known as “Walker Island”.
6. The City Council of the City of Orange Beach has determined that these amendments are in the best interest of the City of Orange Beach and its citizens.

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

1. That Chapter 30, Article X, “Islands of Perdido” is hereby amended to read in its entirety as follows:

ARTICLE X. - ISLANDS OF PERDIDO

Sec. 30-261. - Findings.

- (a) The Islands of Perdido are a group of islands located in Bayou St. John, an area within the police jurisdiction of the City of Orange Beach.
- (b) The islands are comprised of separate land masses commonly known as Walker East, Walker West, Bird, and Robinson. The city owns Walker Island East, Walker Island West, and Robinson Island; the State of Alabama owns Bird Island.
- (c) The islands have previously been designated as bird sanctuaries pursuant to article I, chapter 10 of the City Code. The islands perform an important ecological function by holding seagrass beds in place. Seagrass beds are a critical habitat for numerous species of marine life.
- (d) The Islands of Perdido Foundation is an Alabama non-profit that exists to protect the publicly-owned islands so that future generations can enjoy them.
- (e) The foundation has previously reported to the city that the seagrass beds adjacent to Walker East

and Walker West, formerly known as Walker Island, were being rapidly degraded by boat propellers and other motorized vessels.

- (f) The council finds that in order to protect Walker Island East and Walker Island West, it is necessary to prohibit all motorized vessels from landing there.
- (g) It is not the intent of this article to restrict motorized watercraft from landing on Robinson and Bird Islands.

Sec. 30-262. - Prohibition of motorized vessels.

It shall be unlawful for any person to ground, land, or beach a motorized vessel on Walker Island East or Walker Island West. For the purpose of this article, Walker Island East is that land mass in Bayou St. John at North 30 degrees, 17 minutes, and 14 seconds latitude, and West 87 degrees, 32 minutes, and 24 seconds longitude and Walker Island West is that land mass in Bayou St. John at North 30 degrees, 17 minutes, and 11 seconds latitude, and West 87 degrees, 32 minutes, and 48 seconds longitude.

Sec. 30-263. - Exceptions.

This article shall not apply to any vessel operated by the City of Orange Beach, the Alabama Marine Police, or the Islands of Perdido Foundation when operated for the purpose of inspecting, managing, patrolling, or restoring Walker Island East or Walker Island West.

- 2. That all ordinances or parts of ordinances in conflict are, to the extent of such conflict, repealed; and
- 3. That this Ordinance shall become effective immediately upon its adoption and publication as required by law.

ADOPTED THIS 16th DAY OF SEPTEMBER, 2025.

Renee Eberly
City Clerk

The City Clerk of the City of Orange Beach, Alabama hereby certifies that the foregoing **ORDINANCE 2025-xxxx** was posted on _____ in the following three

(3) public places:

Orange Beach City Hall _____
Orange Beach Post Office _____
Orange Beach Public Library _____

Renee Eberly, City Clerk



CITY OF ORANGE BEACH

MEMORANDUM

To: Ford Handley, Renee Eberly, & Jamie Logan
CC: Mayor & City Council
From: Nicole Woerner, Deputy Director Coastal Resources
Date: August 26, 2025
Re: Ordinance Update - Walker Island

Key Background Points:

Environmental Context:

Walker Island has experienced decades of erosion, ecological degradation, and damage caused by storm activity, shoreline recreation, and heavy boat traffic. The habitat loss necessitated a coordinated restoration effort.

Restoration Efforts:

In 2022, the City facilitated the Restoration Alternatives Analysis, Designs, and Cost Estimates Study for Lower Perdido Bay/Perdido Pass, which included restoration design for Walker Island. The implemented design introduced approximately:

4 acres of subtidal habitat
5-acre scrub-shrub platform
1-acre upland platform on the west side

Funding & Implementation:

In January 2025, The Nature Conservancy executed a grant from Deepwater Horizon NRDA funds to carry out this work. Because of the public trust and conservation-based nature of this funding, recreational use of the new island area on Walker Island is currently restricted.

Recommendations:

The current ordinance addressing usage and restrictions identifies the land area by longitude and latitude coordinates. These coordinates should be updated to correctly identify the newly created Walker Island land area.

Adopt an amendment to Chapter 30, Article X - Islands of Perdido of the City of Orange Beach Code of Ordinances. The amendment includes:

- Reference the newly created land masses of Walker Island.
- Include precise GPS coordinates and boundary descriptions.
- Clearly state current access limitations based on restoration goals and funding conditions.

Install appropriate signage upon ordinance adoption to enable Marine Police enforcement which will also coincide with completion of the restoration project.