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## REGULAR COMMITTEE OF THE WHOLE MEETING AGENDA

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### I. Roll Call

### II. Consideration of Previous Minutes

1. Regular Council Meeting 01/06/2026
2. Committee of the Whole 01/06/2026

### III. Unfinished Business

#### Miscellaneous

1. Discuss School Board appointment. (TK)

#### Resolutions

#### Ordinances

### IV. New Business

#### Miscellaneous

1. Discuss appointment of Police Chief. (TK)
2. Discuss request from The Wharf for sponsorship of Independence Day event. (NA/FH)

#### Resolutions

1. Resolution authorizing the purchase of Four Vehicles for the Police Department through State Bid from Stivers Ford Lincoln, Inc., in the amount of \$180,800.66. (TJ/RK)
2. Resolution authorizing the purchase of Ammunition for the Police Department through State Bid from Precision Delta Corporation in the amount of \$31,844.65. (TJ/RK)
3. Resolution authorizing the purchase of Cardiac Monitors/Defibrillators for the Fire Department through the NPPGov Purchasing Cooperative from Zoll Medical Corporation in the amount of \$122,904.74. (JS/BN)

4. Resolution authorizing the purchase of Two LUCAS Chest Compression Systems for the Fire Department through Sourcewell from Stryker Sales, LLC, in the amount of \$41,537.20. (JS/BN)
5. Resolution authorizing the purchase of a Vehicle for the Fire Department through State Bid from Stivers Ford Lincoln, Inc., in the amount of \$65,010. (JS/BN)
6. Resolution authorizing the purchase of Three Utility Vehicles for the Sportsplex through Sourcewell from Parish Tractor Company, LLC, in the amount of \$48,886.98. (NA/SS)
7. Resolution authorizing the surplus and trade-in of 24 Golf Carts owned by the City of Orange Beach and authorizing the purchase of 28 Golf Carts for the Golf Center through Omnia Partners Public Sector from Jerry Pate Turf & Irrigation, Inc., in the amount of \$150,544.18 after trade-in. (NA/AG)
8. Resolution authorizing the execution of a supplemental task order with Thompson Engineering, Inc., for construction inspection and administration services for Canal Road Multi-Use Trail Connectivity Projects in an additional amount not to exceed \$69,883. (CP)
9. Resolution declaring certain personal property owned by the City of Orange Beach as surplus and unneeded and authorizing the Mayor and City Clerk to dispose of such property. (RE/TR)
10. Resolution authorizing the execution of a license agreement with [RaptorMed.com](https://www.RaptorMed.com) for medical records software for the Orange Beach Wildlife Center. (MV)
11. Resolution authorizing the execution of a service agreement with Motorola Solutions, Inc., for maintenance and support of Motorola software and equipment for the Police Department. (TJ/SC)
12. Resolution authorizing execution of Amendment No. 1 to the Cooperative Service Agreement with the U.S. Department of Agriculture to supplement nuisance wildlife control services. (PW/TT)
13. Resolution authorizing execution of a task order with Lose of Tennessee, PLLC, to provide professional design services for the Orange Beach Aquatics Center Renovation Project in an amount not to exceed \$781,700. (NA)
14. Resolution authorizing execution of a performance contract with Sally Wyrick for water aerobics instruction at the Aquatics Center. (NA/JL)
15. Resolution authorizing execution of a service agreement with Kone Inc. for elevator maintenance at the Coastal Resources Office. (PW/TT)

**Public Hearings**

**Ordinances**

**V. Public Comments**

**VI. Adjourn**

**MINUTES OF  
REGULAR COUNCIL MEETING  
ORANGE BEACH CITY COUNCIL  
JANUARY 6, 2026 – 5:00 P.M.  
CITY HALL – COUNCIL CHAMBERS**

- I. CALL TO ORDER** Mayor Kennon called the meeting to order at 5:00 P.M.
- II. INVOCATION** Councilmember Jerry Johnson
- III. PLEDGE OF ALLEGIANCE**
- IV. ROLL CALL**

Present: Councilmember Jeff Silvers  
Councilmember Jack Robertson  
Councilmember Ginger Harrelson  
Councilmember Robert Stuart  
Councilmember Jerry Johnson  
Mayor Tony Kennon

Absent: None

**V. CONSIDERATION OF AGENDA**

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

**VI. CONSIDERATION OF PREVIOUS MINUTES**

Work Session	12/02/2025
Regular Council Meeting	12/02/2025
Committee of the Whole	12/02/2025
Work Session	12/10/2025

The reading was waived and minutes were approved as written.

**VII. REPORTS OF OFFICERS/COMMITTEES**

- 1. City Administrator – Ford Handley No report.
- 2. Director, Public Works – Tim Tucker No report.
- 3. Director, Community Development – Adam Roberson Rebuild Alabama Annual Report  
2025 Transportation Plan
- 4. Chief, Police Department – Trent Johnson No report.
- 5. Chief, Fire Department – Jeff Smith No report.
- 6. City Clerk – Renee Eberly No report.
- 7. Director, Finance – Ford Handley No report.
- 8. Parks & Recreation – Nicole Ard No report.
- 9. Director, Utilities – Rob Stalcup No report.
- 10. Director, Coastal Resources – Phillip West No report.
- 11. Librarian, Public Library – Meagan Bing No report.
- 12. Director, Municipal Court – Pam Davis No report.
- 13. Director, Expect Excellence – Ford Handley No report.

14. Mayor/Council

Councilmember Johnson lauded the Orange Beach Wildlife Center. A ribbon cutting for the new facility was held earlier in the day.

Councilmember Silvers recognized the passing of Captain Randy Boggs.

Mayor Kennon shared the circumstances of a vehicle fire that happened at his house, and praised the response of the Fire Department.

**VIII. AUDITING OF ACCOUNTS**

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

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

**IX. PRESENTATIONS**

1. Proclamation declaring January 2026 as Human Trafficking Awareness Month. Mayor Kennon presented the proclamation.

**X. RECOGNITIONS**

**XI. UNFINISHED BUSINESS**

**XII. NEW BUSINESS**

**Resolutions**

1. Resolution authorizing payment of up to \$3,000 to the Coastal Alabama Business Chamber for the Annual Electronic Recycling and Paper Shred Event. **Motion made (Silvers/Robertson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.** Greg Alexander, Coastal Alabama Business Chamber President & CEO, expressed his gratitude for the event, which is being held this Saturday at the Gulf State Park Pavilion from 8:00 A.M. to 12 Noon.
2. Resolution authorizing execution of a third amendment to the grant award agreement with the National Audubon Society for the stewardship of Coastal Alabama beach nesting bird habitat. **Motion made (Stuart/Robertson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
3. Resolution appointing members to the Employees' Leave Bank Committee. **Motion made (Silvers/Robertson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
4. Resolution declaring certain personal property owned by the City of Orange Beach as surplus and unneeded and authorizing the Mayor and City Clerk to dispose of such property. **Motion made (Stuart/Harrelson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
5. Resolution amending the Employees Pay Plan/Job Listing to accommodate the approved 2026 budget. **Motion made (Robertson/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
6. Resolution adopting an updated schedule of fees for processing and providing public records. **Motion made (Silvers/Stuart) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

**Ordinances**

1. First Reading – Ordinance amending and restating Chapter 30, Article V of the City of Orange Beach Code of Ordinances to be retitled, "Wetland Preservation and Mitigation". **Motion made (Stuart/Robertson) for unanimous consent to suspend the rules to allow for immediate consideration of this ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (6-0).** **Motion made (Silvers/Robertson) to adopt the ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (6-0).**

**XIII. PUBLIC COMMENTS**

None

**XIV. ADJOURN**

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

Time: 5:11 P.M.

**APPROVED** this the 3<sup>rd</sup> day of February, 2026.

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Renee Eberly  
City Clerk

**MINUTES OF  
COMMITTEE OF THE WHOLE MEETING  
ORANGE BEACH CITY COUNCIL  
JANUARY 6, 2025 – 5:12 P.M.  
CITY HALL – COUNCIL CHAMBERS**

The Orange Beach City Council met to review potential items for the January 20, 2026, agenda.

The following members were present:

Councilmember Jeff Silvers  
Councilmember Jack Robertson  
Councilmember Ginger Harrelson  
Councilmember Robert Stuart  
Councilmember Jerry Johnson  
Mayor Tony Kennon

The following members were absent:

None

The following items were discussed:

1. Discuss School Board appointment.
2. Resolution authorizing the execution of a task order with Wetland Sciences, Inc., to develop the Orange Beach component of the Orange Beach Alabama Beach Mouse Habitat Conservation Plan in an amount not to exceed \$53,100.
3. Resolution authorizing the execution of an amended Covenant of Purpose, Use and Ownership with the Gulf Coast Ecosystem Restoration Council for the expansion of the Orange Beach Wildlife Rehabilitation and Education Program.
4. Resolution creating and appointing an AMERICA250AL Committee.
5. Resolution authorizing the execution of a professional services agreement with Sawgrass Consulting, LLC, for civil engineering and land surveying services.
6. Resolution authorizing execution of a task order with Sawgrass Consulting, LLC, to provide a property survey of the proposed site for a new civic center in an amount not to exceed \$16,500.
7. Resolution authorizing the purchase of a Tractor for the Public Works Street Department through Sourcewell from JBT Power, Inc., in the amount of \$39,794.88.
8. Resolution authorizing the purchase of a Track Loader for the Public Works Street Department through Sourcewell from Parish Tractor Company, LLC, in the amount of \$109,031.96.
9. Resolution authorizing the purchase of Two Utility Vehicles for the Public Works Refuse Department through Sourcewell from Parish Tractor Company, LLC, in the amount of \$43,744.26.
10. Resolution authorizing the purchase of a Dump Truck for the Public Works Street Department through Sourcewell from Truckworx - Kenworth of Mobile, Inc., in the amount of \$205,000.
11. Resolution authorizing the purchase of a Leaf Vacuum for the Public Works Refuse Department through Sourcewell from Environmental Products Group, Inc., in the amount of \$79,239.23.
12. Resolution authorizing the purchase of a Vehicle for the Coastal Resources Department through State Bid from Stivers Ford Lincoln, Inc., in the amount of \$68,532.
13. Resolution authorizing the purchase of a Vehicle for the Coastal Resources Department through State Bid from McSweeney Auto Group Clanton, LLC, in the amount of \$43,856.57.

14. Resolution authorizing the purchase of Two Fire Engine Trucks for the Fire Department through the Houston-Galveston Area Council from Emergency Equipment Professional, Inc., in an amount of \$2,017,624.
15. Resolution authorizing execution of an amended task order with GeoCon Engineering & Materials Testing, Inc., to provide geotechnical testing and engineering services for Pickleball Courts in an amount not to exceed \$9,000.

Public Comments:

1. Ford Handley, City Administrator, gave a financial update of 2025 year end numbers.

Executive Session:

1. Executive session to discuss pending litigation. **Motion made (Harrelson/Silvers) to enter executive session.** The City Attorney advised the Council that a declaration was required by the Open Meetings Act for an Executive Session; therefore, she stated for the record that she was duly qualified and had the personal knowledge to provide the requisite declaration for the stated purposes of the Executive Session authorized by the Act. The Mayor announced that the executive session would last approximately 30 minutes, and that Council would not reconvene after the executive session.

Time in: 5:28 P.M.

Time out: 6:29 P.M.

There being no further business, the meeting adjourned.

Time: 6:29 P.M.

**APPROVED** this 3<sup>rd</sup> day of February, 2026.

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Renee Eberly  
City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING  
JANUARY 20, 2026**

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**Departments:** City Clerk

**Description of Topic:** Discuss School Board appointment. (TK)

**Background/Description:**

**Action Options/Recommendation:**

**Source of Funding (if applicable):**

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**ATTACHMENTS:**

1. 2025.12.02 Orange Beach School Board Applicants

# Orange Beach City School Board Applicants

Application Deadline: November 21, 2025

17 applications received.

Bowling, Timothy

Brown, Taylor

Collins, Leanne

D'Aversa, Tina

Dale, Sue

Faulkner, Neeli

Hoffman, Kendall

Lewis, Stephen

Long, Ryan

Mitchell, Annette

Morris, Carrie

Mott, Angela

Neel, Jason

Proctor, Drew

Tindal, Clay

Wade, Ashley

Wilkins, Mallory

Per Resolution No. 22-053 establishing the Orange Beach City Board of Education, school board members shall be residents of the City of Orange Beach and shall not be members of the City Council.

Per Code of Alabama § 16-11-2 (1975), as amended, no person shall be eligible for election or appointment as a member of a city board of education unless he or she satisfies all of the following qualifications:

- (1) Is a person of good moral character.
- (2) Has obtained a high school diploma or its equivalent.
- (3) Is not employed by that city board of education.
- (4) Is not serving on the governing board of a private elementary or secondary educational institution.
- (5) Is not on the National Sex Offender Registry or the state sex offender registry.
- (6) Has not been convicted of a felony.



**REGULAR COMMITTEE OF THE WHOLE MEETING  
JANUARY 20, 2026**

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**Departments:** City Clerk

**Description of Topic:** Discuss appointment of Police Chief. (TK)

**Background/Description:**

**Action Options/Recommendation:**

**Source of Funding (if applicable):**

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**ATTACHMENTS:**

None



**REGULAR COMMITTEE OF THE WHOLE MEETING  
JANUARY 20, 2026**

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**Departments:** City Clerk

**Description of Topic:** Discuss request from The Wharf for sponsorship of Independence Day event. (NA/FH)

**Background/Description:**

**Action Options/Recommendation:**

**Source of Funding (if applicable):**

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**ATTACHMENTS:**

1. Wharf Independence Day Sponsorship Proposal

An aerial night view of a street party at The Wharf. The scene is illuminated by blue and white lights. In the foreground, there are palm trees and a large crowd of people. In the background, a Ferris wheel is lit up with red and blue lights. The sky is dark with several large fireworks exploding in various colors including red, white, and blue.

# Independence Day Street Party at

*The*  
**WHARF**<sup>®</sup>

Sponsorship Opportunities



The Wharf's Independence Day Street Party + Fireworks attracts 15,000-18,000 attendees each year. 2026 marks the 250<sup>th</sup> anniversary of the signing of the U.S. Declaration of Independence.

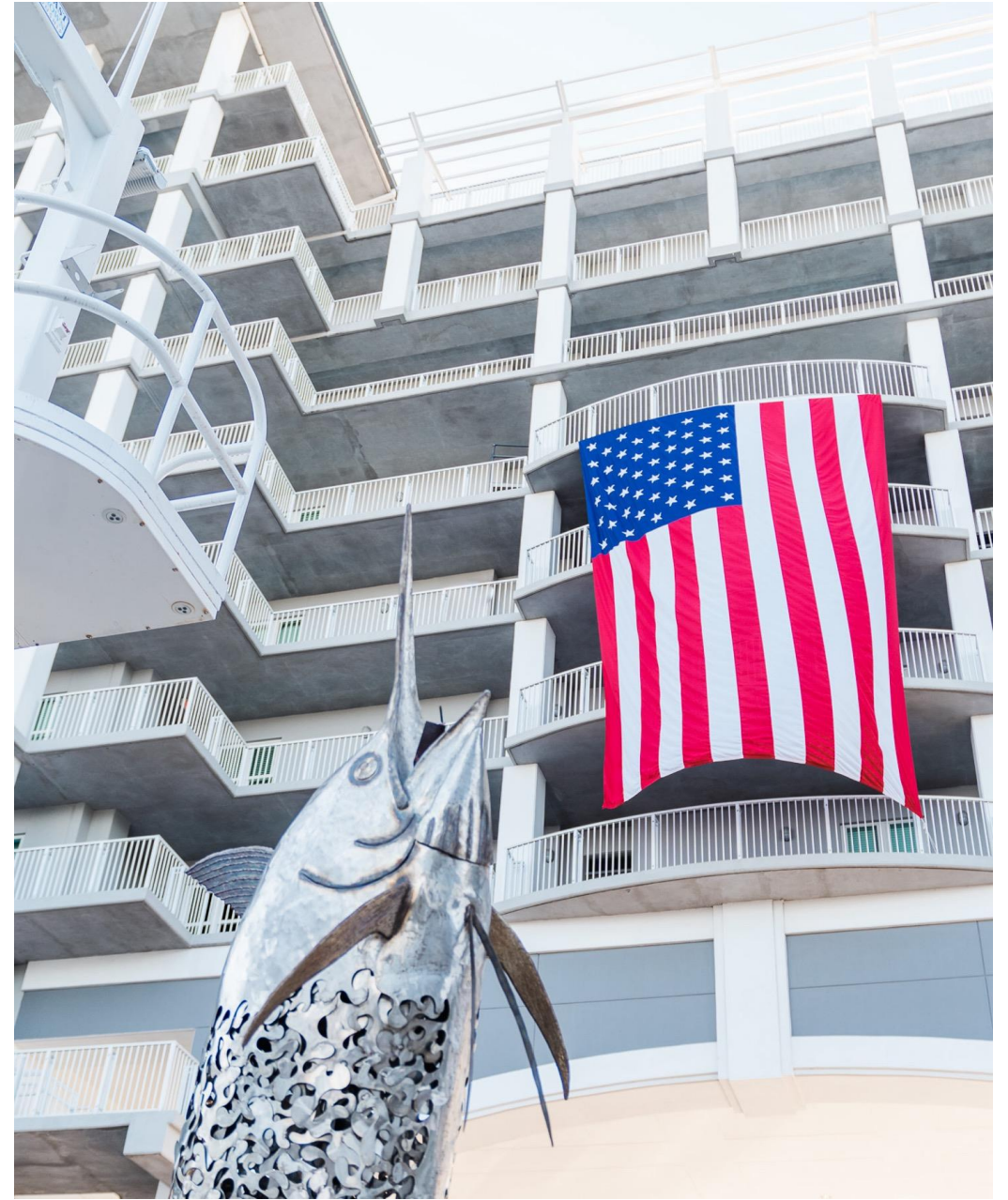
# Independence Day Street Party Details

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- Bubble truck, bounce houses, face painting, camel rides
- Photo 360 Booth, Reptile Bus, DJ Matt spinning dance tunes
- Special appearances by Lady Liberty and Uncle Sam
- National Anthem + Grand Fireworks Show (*potential drone show addition*): 8:45pm
- **SPECTRA Laser Light Experience** immediately after fireworks

Watch the palm trees dance in patriotic colors and enjoy a night full of memory-making moments with friends and family.





## Option 1

# Exclusive Presenting Sponsor \$25,000

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- Benefits include: Sole sponsor with top billing across all marketing.
- Prominent logo placement on all promotional materials including social, print, web, signage.
- Dedicated social media campaign and recognition by event emcee.
- Opportunity for on-site activations or branded experiences.
- Event will be July 2 or July 4 dependent upon pending concert offers at The Wharf Amphitheater.
- Event will have elevated fireworks or drone show dependent upon vendor availability.



# Option 2

## Presenting Sponsor \$10,000

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- Featured as 1 of 3 event presenting sponsors.
- Name incorporated in event title across all marketing.
- Premium logo placement on promotional materials.
- Social media spotlights and emcee recognition.
- On-site activation opportunity.





**REGULAR COMMITTEE OF THE WHOLE MEETING  
JANUARY 20, 2026**

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**Departments:** Police Department

**Description of Topic:** Resolution authorizing the purchase of Four Vehicles for the Police Department through State Bid from Stivers Ford Lincoln, Inc., in the amount of \$180,800.66. (TJ/RK)

**Background/Description:** Replacing dated vehicles in excess of 110,000 miles

**Action Options/Recommendation:**

**Source of Funding (if applicable):** Budgeted Capital Expense

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**ATTACHMENTS:**

1. 02-03-26 26-xxx Authorize Purchase Four Vehicles Police State Bid
2. 2026.01.16 Quote - Police - Stivers Ford Lincoln 2026 Ram 1500 Pickup Trucks x2
3. 2026.01.16 Quote - Police - Stivers Ford Lincoln 2026 Ram 2500 Pickup Trucks x2

**RESOLUTION NO. 26-xxx**

**A RESOLUTION AUTHORIZING THE PURCHASE OF  
FOUR VEHICLES FOR THE POLICE DEPARTMENT  
THROUGH STATE BID FROM STIVERS FORD LINCOLN, INC.  
IN THE AMOUNT OF \$180,800.66**

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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 Four (4) Vehicles for the Police Department from Stivers Ford Lincoln, Inc., through Alabama State Bid in the amount of \$180,800.66;
2. That the Mayor is hereby authorized to approve payment to Stivers Ford Lincoln, Inc., in the amount of \$44,985.33 with \$\_\_ delivery each for Two (2) 2026 Ram DT 1500 Crew Cab 4x4 Pickup Trucks;
3. That the Mayor is hereby authorized to approve payment to Stivers Ford Lincoln, Inc., in the amount of \$45,415.00 with \$\_\_ delivery each for Two (2) 2026 Ram 2500 Crew Cab 4x4 Pickup Trucks;
4. That the equipment as described in this Resolution is to be used only for official business of the City of Orange Beach; and
5. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 3<sup>rd</sup> DAY OF FEBRUARY, 2026.

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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. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on February 3, 2026.

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City Clerk



Butch Adkins, Fleet Director  
 W 334.491.0701  
 C 706.315.7796  
 butchadkins57@aol.com

John "JC" Bowman, FLEET  
 T ASSIST MANAGER  
 W 334.491.0701  
 C 334.315.2979  
 jbowman@stiversonline.com

**2026 QUOTE Ram DT 1500 CREW CAB 4x4  
 5 YR / 100,000 POWERTRAIN LIMITED WARRANTY**

<b>CONTRACT NUMBER:</b> 220000003316-9		<b>AMOUNT :</b> \$41,140.33	
		<b>UPGRADE TO BIGHORN / LONGSTAR PKG</b>	<b>\$2,657.00</b>
PSC	Billet Silver Metallic Clear	\$295	
PW7	Bright White Clear Coat	\$0	X
PCG	Forged Blue Metallic	\$295	
PRV	Delmonico Red Pearl Coa	\$245	
PXJ	Diamond Black Crystal P/i	\$245	
PR4	Flame Red Clear Coat	\$0	
PAU	Granite Crystal Met. Clear	\$295	
PBJ	Hydro Blue Pearl Coat	\$245	
	PJ7	CANYON LAKE	\$0
	PR6	MOLTEN RED PEARL	\$245
	PG9	SERRANO GREEN MET	\$295
	PSE	SILVER ZYNITH	\$295

Interior/ Seats			
		Cloth Bench Seat/Black/Diesel Gray	
		<b>REQUIRED TRADESMAN LEVEL 1 EQUIPMENT GROUP</b>	
		<b>SIRIUS XM SATELLITE RADIO,CLOTH BENCH SEAT</b>	
		<b>REAR POWER SLIDING WINDOW,F&amp;R FLOOR MATS</b>	
W9/X9		VINYL BENCH SEAT N/C	X

Engine/ Transmisson			
23A	3.6L V6 24V VVT Engine	\$0	
	8-Spd Auto 850RE Trans (Make)		
21A	3.0L I6 HURRICANE SO TWIN	\$ 1,695.00	X
	TURBO ESS (ERG)		

ADDITIONAL OPTIONS			
AH6	<b>SPECIAL SERVICES PREP GROUP</b>	\$795	X
A61	TRADESMAN OR BIGHORH LEVEL 1 EQUIPMENT GROUP	\$1,560	
	BIGHORN LEVEL 2 EQUIPMENT GROUP	\$2,645	
JAN	CLUSTER 12" TFT COLOR DISPLAY	\$245	
ASH	NIGHT EDITION	\$2,545	
WRF	20X9.0 ALUMINUM POLISHED PAINTED WHEELS	\$1,295	
TCP	LT275/65R18C OWL ON/OFF ROAD TIRES	\$ 245	
WBB	18X8.0 CAST-ALUMINUM PAINTED WHEELS	\$695	X

MRU	MOPAR TUBULAR SIDE STEPS	\$695	
AMP	CHROME APPEARANCE GROUP	\$1,100	
DSA	ANTI-SPIN DIFFERENTIAL REAR AXLE (DSA)	\$495	
NHK	ENGINE BLOCK HEATER (NHK)	\$95	
ANT	BED UTILITY GROUP	\$945	
JKV	115V AUXILIARY POWER OUTLET IS IN ( SPECIAL SERVICE PKG )	\$255	
AFP	POWER DRIVER SEAT GROUP	\$245	
XHC	TRAILER BRAKE CONTROL (XHC)	\$295	
CS7	TRI-FOLD TONEAU COVER (CS7)	\$695	
XPG	MOPAR PAINT PROTECTION FILM	\$765	
XFQ	MOPAR TRLR CAMERA WIRING/NO CAMERA	\$590	
AHC	TRAILER TOW GROUP	\$1,345	
CLF	MOPAR FRONT & REAR RUBBER FLOOR MATS	\$215	X
AAN	TOWING TECHNOLOGY GROUP	\$595	
CKJ	BLACK VINYL FLOOR COVERING	N/C	X
SJJ	ACTIVE DRIVING ASSIST SYSTEM	\$395	
DMH	(REQUIRED TO GET 5.7I HEMI ) 3.92 REAR AXLE RATIO (DMH)	\$195	
DMD	3.55 REAR AXLE RATIO	\$145	
AWL	OFF ROAD GROUP	\$1,895	
ADB	PROTECTION GROUP	\$395	
NFF	33 GALLON FUEL TANK	\$445	X
MDA	FRONT LICENSE PLATE BRACKET	N/C	
XWX	RAM TOW ASSIST KIT	\$195	
ALP	ADVANCED SAFETY GROUP	\$1,295	
DSH	E-LOCK REAR AXLE	\$570	

**Upfits**

4 Corner LED waring Strobes Pick Your Color (White, Red, Blue, or Amber) <i>Dual Color Available (White/Red, White/Blue, White/Amber, Red/Blue)</i>	\$800	
Amber/White 53" Lightbar	\$1,850	
Spray in 5.5' / 6.5'	\$630	
Drop in 5.5' / 6.5'	\$350	
Toolbox 15"	\$619	
Toolbox 18"	\$685	
All Weather Mats	\$300	
Brush Guard / Wraps/ Winch	\$3,000	
Tonneau Cover, Hard	\$2,600	
Camper Shell	\$2,900	
Bed Slide	\$1,800	
Side Steps	\$579	
Decked Drawer System	\$2,015	

**STIVERS INTERNAL ( SLICK TOP ) LIGHT BAR PACKAGE**

(2) BLUE/BLE SPECTRALLUX LOW PROFILE SPLIT FRONT HEADLINER LED LIGHT BAR	\$4,818	
W/WHITE FLOOD 8-HEAD BLUE/BLE AMBER REAR HEADLINER NO DRILL MOUNTED LIGHTBAR		

W/SIGNAL MASTER HANDHELD PATHFINDER SIREN / LIGHTBAR CONTROLLER W/MULTI-FUNCTION,  
 4-POSITION SWITCH,100/200W,OB2 CAPABLE.(1) DYNAMAX ES,100-WATT SIREN MOUNTED W/ NO  
 DRILL MOUNT GAMBER JOJNSON CONSOLE WITH CUPHOLDER AND ARMREST FACEPLATES FOR  
 FED SIG PF 200 CONTROLLER.KNOCKOUT FACE PLATE-3 SEITCHES.3 CIGARETTE RECEPTICLES

FREE STANDING RIGID COMPUTER MOUNT,PASSENGER SEAT FRAM WITH UNI.CRADLE	\$902.00	
SPACE CREATOR HIGH SECURITY - FRONT PATITION	\$1,684.23	
HSEP SPACE CREATOR - KICK PANELS		

**\*\*All Accessory Prices Subject to Price change.**

TOTAL PRICE -EACH

\$ 44,985.33

TERMS:

PAYMENT DUE AT TIME OF DELIVERY

X2

\$ 89,970.66

SIGNATURE/ DATE:

BUTCH ADKINS 01/13/2026

ORGANIZATION

CITY OF ORANGE BEACH

PURCHASE ORDER NUMBER:

Quantity:

2



Butch Adkins, Fleet Director  
 W 334.391.0701  
 C 706.315.7796  
 butchadkins57@aol.com

John "JC" Bowman, Fleet Assist  
 Manager  
 W 334.491.0701  
 C 334.315.2979  
 jbowman@stiversonline.com

**2026 QUOTE Ram 2500 Crew Cab 4x4**  
**5 YR / 100,000 POWERTRAIN LIMITED WARRANTY**

**CONTRACT NUMBER: 220000003316-12**

**6.4L GAS LINE NUMBER:12**  
**6.7L LINE NUMBER:13**

**CONTRACT AMOUNT: \$43,380.00**

**UPGRADE BIGHORN LONGSTAR \$3,390.00**

MODEL SERIES	DS6T98		
PSC	Silver Zynith	\$295	
PW7	Bright White Clear Coat	\$0	X
PCG	Forged Blue Metallic	\$295	
PR6	Molten Red Pearl Coat	\$245	
PXJ	Diamond Black Crystal P/	\$245	
PR4	Flame Red Clear Coat	\$0	
PAU	Granite Crystal Met. Clear	\$295	
PX8	Low Vol Black Clear Coat	\$500	

Interior/ Seats			
*V9/ -X9	Cloth 40/20/40 Bench Seat/Black	\$410	
*TX/ -X8	HD Vinyl 40/20/40 Split Bench Seat/Black/Diesel Gray	\$0	X

Engine/ Transmisson			
6.4L V8 Heavy Duty HEMI MDS Engine	8-Spd Auto 8HP75-LCV Trans	\$0	X
6.7L I6 Cummins Turbo Diesel Engine	6-Spd Automatic 68RFE Transmission	\$10,594.83	

ADDITIONAL OPTIONS			
AAP	<b>SPECIAL SERVICES GROUP / EMER / FIRE RESC GROUP (CIRCLE ONE)</b>	\$ 685	
	8 FT BOX	\$200	
A7B	TRADESMAN LEAVEL 1 EQUIPMENT GROUP	\$2,295	
A7D	Tradesman Level 2 Equipment Group	\$3,195	
ACE	<b>POWER WAGON PKG ( REQ TRADESMAN LEVEL1 EQUIPMENT GROUP )</b>	\$7,995	
A7C	Chrome Appearance Group	\$1,095	X
AVS	TOW TECHNOLOGY PLUS GROUP	\$1,490	
ASN	TRADSMAN POWER EQUIPMENT GROUP	\$295	

AAN	Towing Technology Group	\$2,395	
AAU	Safety Group	\$2,995	
XEF	TRANSFER CASE SKID PLATE SHIELD	\$95	X
ADE	Cold Weather Group	\$145	
AHU	5th Wheel/Gooseneck Towing Prep Grp	\$545	
ANP	BED CONVENIENCE GROUP	\$545	
ANT	Bed Utility Group	\$845	
AGS	COMMERCIAL FEATURES PKG	\$495	
AVF	Tow-Mode Digital RR View Mirror Pkg	\$1,135	
XAG	ParkSense FR/RR Park Assist System	\$395	
XAN	Blind Spot and Cross Path Detection	\$695	
DMF	4.10 Axle Ratio	\$145	
JPE	Power 2-Way Driver Lumbar Adjust	\$100	
TCP	LT275/70R18E OWI On/Off Road Tires	\$295	
WBN	18X8.0 Steel Wheels	\$295	
CK9	Delete Carpet	N/C	
CLF	Mopar Front & Rear Rubber Floor Mats	\$235	X
DSA	Anti-Spin Differential Rear Axle	\$495	
LNC	Clearance Lamps	\$95	
CS7	TRI-FOLD TONNEAU COVER	\$695	
MRU	Mopar Black Tubular Side Steps	\$610	
MWH	Rear Wheelhouse Liners	\$195	
NHK	Engine Block Heater	\$95	
TBE	Add Full Size Spare (if Box Delete)	\$295	
LHL	AUXILIARY SWITCHES-I/P MOUNTED	\$245	
XAW	Rear Backup Alarm	\$145	
XBC	Delete Pickup Box	\$368	
XCH	2 Additional Key Fobs	\$275	
MDA	FRONT LICENSE PLATE BRACKET	N/C	
Z2L	GVW RATING - 10000# OPTION	N/C	
XF5	Dual Alternators Rated at 480 Amps	\$495	
XF7	Dual Alternators Rated at 400 Amps	\$495	
XFQ	Mopar Trlr Camera Wiring/No Camera	\$515	
XML	Mopar 20K Direct Mnt 5th Wheel Hitch	\$1,075	
XXS	Upfitter Electronic Module (VSIM)	\$345	
XBH	ON BOARD POWER SYSTEM-2.4KW	\$1,295	
<b>Upfits</b>			
LED	4 Corner LED waring Strobes (White, Red, Blue, or Amber) <i>Dual Color Available (White/Red, White/Blue, White/Amber, Red/Blue)</i>	\$800	
	Spray in 5.5' / 6.5'	\$610	X
	Spray in 8'	\$610	
	Drop in 5.5' / 6.5'	\$350	
	Drop in 8'	\$385	
	Toolbox 15"	\$619	

Toolbox 18"	\$685	
All Weather Mats	\$300	
Tonneau Cover, Hard	\$3,016	
Camper Shell	\$3,765	
Bed Slide	\$1,800	
Brush Guard / Wraps/ Winch	\$2,841	
Side Steps	\$579	

**\*\*All Accessory Prices Subject to Price change.**

TOTAL PRICE -EACH

<b>\$45,415.00</b>	
<b>X2</b>	
<b>\$ 90,830.00</b>	

TERMS:

**PAYMENT DUE AT TIME OF DELIVERY**

SIGNATURE/ DATE:

BUTCH ADKINS 01/13/2026

ORGANIZATION

CITY OF ORANGE BEACH

PURCHASE ORDER NUMBER:

Quantity:

2



**REGULAR COMMITTEE OF THE WHOLE MEETING  
JANUARY 20, 2026**

---

**Departments:** Police Department

**Description of Topic:** Resolution authorizing the purchase of Ammunition for the Police Department through State Bid from Precision Delta Corporation in the amount of \$31,844.65. (TJ/RK)

**Background/Description:** Yearly ammunition purchase to cover all training and duty ammunition needs for 2026.

**Action Options/Recommendation:**

**Source of Funding (if applicable):** Budgeted expense purchased from a State bid vendor.

---

**ATTACHMENTS:**

1. 02-03-26 26-xxx Authorize Purchase Ammunition Police State Bid
2. 2026.01.16 Quote - Police - Precision Delta Corporation Ammunition

**RESOLUTION NO. 26-xxx**

**A RESOLUTION AUTHORIZING THE PURCHASE OF  
AMMUNITION FOR THE POLICE DEPARTMENT THROUGH STATE BID FROM  
PRECISION DELTA CORPORATION  
IN THE AMOUNT OF \$31,844.65**

---

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 Ammunition for the Police Department from Precision Delta Corporation through Alabama State Bid in an amount not to exceed \$31,844.65;
2. That the Mayor is hereby authorized to approve payment to Precision Delta Corporation in the amount of \$31,844.65 for Ammunition, per Quote No. 206542 dated January 16, 2026;
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 3<sup>rd</sup> DAY OF FEBRUARY, 2026.

\_\_\_\_\_  
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. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on February 3, 2026.

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

# PRECISION DELTA CORPORATION

205 W Floyce St  
 PO Box 128  
 Ruleville, MS 38771

# QUOTE

Date	Quote #
1/16/2026	206542

Name / Address
CITY OF ORANGE BEACH ACCOUNTS PAYABLE P.O. BOX 458 ORANGE BEACH, AL 36561

Ship To
ORANGE BEACH POLICE LT KEVIN LONSDALE 251-981-9777 4480 ORANGE BEACH BLVD ORANGE BEACH, AL 36561

Rep

Item	Manufacture	Description	Qty	Rate	Total
USA223R1K - Case	Winchester	USA223R1KY .223 Rem 55 gr. FMJ 1000 rd/case	25	479.71	11,992.75
USA9MM - Case	Winchester	9 MM 124 gr. FMJ 500 rd/case	15	135.09	2,026.35
RA40TA - Case	Winchester	40 S&W 165 gr. JHP Ranger 'T' Series 500 rd/case	10	214.38	2,143.80
Freight Charge		Freight Charge	1	315.00	315.00
Winch - Misc-DS	DROP SHIP Winchester	USA40SWVP	100	144.23	14,423.00
RA9124TP - DS	Winchester	9MM +P124 gr. T-Series 500 rd/case Drop Shipped from Winchester	5	188.75	943.75
		PRICING REFLECTS 2025-2026 AMMO ALABAMA CONTRACT			
				<b>Total</b>	\$31,844.65

Phone #	Fax #
662-756-2810	662-756-2590



**REGULAR COMMITTEE OF THE WHOLE MEETING  
JANUARY 20, 2026**

---

**Departments:** City Clerk

**Description of Topic:** Resolution authorizing the purchase of Cardiac Monitors/Defibrillators for the Fire Department through the NPPGov Purchasing Cooperative from Zoll Medical Corporation in the amount of \$122,904.74. (JS/BN)

**Background/Description:**

**Action Options/Recommendation:**

**Source of Funding (if applicable):**

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**ATTACHMENTS:**

1. 02-03-26 26-xxxx Authorize Purchase Cardiac Monitor Defibrillators Fire NPPGov
2. 2026.01.14 Quote - Fire - Zoll Cardiac Monitor Defibrillators

**RESOLUTION NO. 26-xxx**

**A RESOLUTION AUTHORIZING THE PURCHASE OF  
CARDIAC MONITORS/DEFIBRILLATORS FOR THE FIRE DEPARTMENT  
THROUGH THE NPPGOV PURCHASING COOPERATIVE  
FROM ZOLL MEDICAL CORPORATION  
IN THE AMOUNT OF \$122,904.74**

---

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 Cardiac Monitors/Defibrillators for the Fire Department through the NPPGov purchasing cooperative, approved by the State of Alabama and the Public Examiners Office, in an amount not to exceed \$122,904.74;
2. That the Mayor is hereby authorized to approve payment to ZOLL Medical Corporation in the amount of \$122,904.74 for Two (2) X Series Advanced Monitors/Defibrillators with accessories and service plans, per Quote No. Q-131447 dated January 14, 2026;
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 3<sup>rd</sup> DAY OF FEBRUARY, 2026.

---

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. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on February 3, 2026.

---

City Clerk



**ZOLL Medical Corporation**

269 Mill Road  
 Chelmsford, MA 01824-4105  
 Federal ID# 04-2711626

Phone: (800) 348-9011  
 Fax: (978) 421-0015  
 Email: esales@zoll.com

Quote No: Q-131447 Version: 1

Orange Beach Fire & Rescue  
 25855 John Snook Drive  
 Orange Beach, AL 36561

ZOLL Customer No: 321979

Jeremy White  
 (251) 895-1813  
 jwhite@orangebeachal.gov

Quote No: Q-131447  
 Version: 1

Issued Date: January 14, 2026  
 Expiration Date: March 31, 2026

Terms: Net due in 30 days

FOB: Destination  
 Freight: Free Freight

Prepared by: Michael Saner  
 EMS Territory Manager  
 msaner@zoll.com  
 +1 4026167977

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1	CH-11644	601-2231212-01	<p><b>X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, SpCO, EtCO2, BVM, Temp, NIBP, CPR Expansion Pack, Remote View</b></p> <p>Includes: TBI Dashboard, 4 trace tri-mode display monitor/ defibrillator/ printer, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5in ( 16.5cm) diagonal screen. Accessories Included: MFC cable and CPR connector, A/C power cord, One (1) roll printer paper, 6.6 Ah Li-ion battery, Operators Manual, Quick Reference Guide, and One (1)-year EMS warranty.</p> <p>Parameter Details: Real CPR Help - Dashboard display of CPR Depth and Rate for Adult and Pediatric patients, Visual and audio prompts to coach CPR depth (Adult patient only), Release bar to ensure adequate release off the chest, Metronome to coach rate for Adult and Pediatric patients. See-Thru ® CPR artifact filtering • Interpretative 12-Lead ECG (Full 12 ECG lead view with both dynamic and static 12-lead mode display. 12-Lead OneStep ECG cable - includes 4-Lead limb lead cable and removable precordial 6-Lead set) • ZOLL Noninvasive Pacing Technology • Real BVM Help: Dashboard provides real-time ventilation feedback on both volume and rate for intubated and non-intubated patients. AccuVent Cable included. (Accuvent disposable sensors sold separately) • Welch Allyn NIBP with Smartcuff. 10 foot Dual Lumen hose and SureBP Reusable Adult Medium Cuff • Masimo SpO2 &amp; SpCO with Signal Extraction Technology (SET), Rainbow SET® • EtCO2 Oridion Microstream Technology. Microstream tubing set sold separately • Two Temperature monitoring channels with digital displays. Temperature probes sold separately •</p>	2	\$57,930.00	\$47,502.60	\$95,005.20



**ZOLL Medical Corporation**

269 Mill Road  
 Chelmsford, MA 01824-4105  
 Federal ID# 04-2711626

Phone: (800) 348-9011  
 Fax: (978) 421-0015  
 Email: esales@zoll.com

Orange Beach Fire & Rescue  
 Quote No: Q-131447 Version: 1

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
2	CH-11644	REUSE-13-2MQ	Welch Allyn REUSE-13-2MQ Cuff, Thigh, 2-Tube, Twist Lock connector	2	\$65.00	\$53.30	\$106.60
3	CH-11644	REUSE-12-2MQ	Welch Allyn REUSE-12-2MQ Cuff, Lg Adult, 2-Tube, Twist Lock connector	2	\$42.00	\$34.44	\$68.88
4	CH-11644	REUSE-10-2MQ	Welch Allyn REUSE-10-2MQ Cuff, Small Adult, 2-Tube, Twist Lock connector	2	\$36.00	\$29.52	\$59.04
5	CH-11644	REUSE-09-2MQ	Welch Allyn REUSE-09-2MQ Cuff, Child, 2-Tube, Twist Lock connector	2	\$35.00	\$28.70	\$57.40
6	CH-11644	REUSE-08-2MQ	Welch Allyn REUSE-08-2MQ Cuff, Small Child, 2-Tube, Twist Lock connector	2	\$34.00	\$27.88	\$55.76
7	CH-19953	8000-000151	RD Rainbow SET MD20-04 EMS Patient Cable, 4ft	2	\$259.00	\$189.07	\$378.14
8	CH-19953	8000-000862	Masimo LNCS-II Rainbow DCI 8λ SpCO Adult Sensor, 3ft	2	\$900.00	\$657.00	\$1,314.00
9	CH-19953	8000-0580-01	Six Hour Rechargeable, SurePower II Smart Battery	4	\$1,031.00	\$752.63	\$3,010.52
10	CH-11644	8300-0500-01	SurePower 4 Bay Charging System including 4 Battery Charging adapters	0	\$3,557.00	\$2,916.74	\$0.00
11	CH-11644	8200-000100-01	Single Bay Charger for the SurePower and SurePower II batteries	2	\$1,302.00	\$1,067.64	\$2,135.28
12	CH-11644	8000-000393-01	X Series Carry Case, Premium	2	\$457.00	\$748.66	\$1,497.32
13		8778-89004-WF	Professional Defibrillators/Monitors - Worry-Free Service Plan - 4 Years At Time of Sale  Includes: Annual preventive maintenance, discount on parameter upgrades, SurePower II Battery replacement upon failure, and accidental damage (see below) coverage. Shipping and use of a Service Loaner during repairs, no charge shipping. Extended warranty is a continuation of the One Year Product Limited Warranty.  Battery replacement and accidental damage guidelines can be found in the ExpertCare Service Plan Terms and Conditions on the ZOLL website.	2	\$7,710.00	\$6,939.00	\$13,878.00
14		8000-0674	Disposable Temperature Sensor Adapter Cable	1			
15	CH-11644	8000-002005-01	Cable Sleeve, Propaq / X Series, ZOLL Blue	2	\$65.00	\$53.30	\$106.60



**ZOLL Medical Corporation**

269 Mill Road  
 Chelmsford, MA 01824-4105  
 Federal ID# 04-2711626

Phone: (800) 348-9011  
 Fax: (978) 421-0015  
 Email: [esales@zoll.com](mailto:esales@zoll.com)

Orange Beach Fire & Rescue  
 Quote No: Q-131447 Version: 1

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
16		8400-110045	<b>CaseReview Premium Subscription, X Series / Zenix, 5 Year- Hosted</b>  Provides detailed post-case information, including CPR quality on compression depth, rate, pause time and release velocity, as well as ECG, shocks, EtCO2 and SpO2 vital signs.	2	\$2,616.00	\$2,616.00	\$5,232.00

Subtotal: \$122,904.74

**Total: \$122,904.74**

Contract Reference	Description
CH-19953	Reflects Service Contract Worry Free X Series Modifier 2023 contract pricing. Notwithstanding anything to the contrary herein, the terms and conditions set forth in Service Contract Worry Free X Series Modifier 2023 shall apply to the customer's purchase of the products set forth on this quote.
CH-11644	Reflects GPO NPP; Cont PS20200 (EXT3) - Contract No. PS20200 EXT3 contract pricing. Notwithstanding anything to the contrary herein, the terms and conditions set forth in NPP 2020 - Contract No. PS20200 EXT3 shall apply to the customer's purchase of the products set forth on this quote.

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <https://www.zoll.com/terms-and-conditions-of-sale>, for software products can be found at <https://www.zoll.com/software-legal>, and for ExpertCare Service Plans can be found at <https://www.zoll.com/ExpertCare-Service-Terms>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

1. Delivery will be made upon availability.
2. This Quote expires on March 31, 2026. Pricing is subject to change after this date.
3. Applicable tax, shipping & handling will be added at the time of invoicing.
4. All purchase orders are subject to credit approval before being accepted by ZOLL.
5. To place an order, please forward the purchase order with a copy of this quotation to [esales@zoll.com](mailto:esales@zoll.com) or via fax to 978-421-0015.
6. All discounts from list price are contingent upon payment within the agreed upon terms.
7. Place your future accessory orders online by visiting the ZOLL web store.



**ZOLL Medical Corporation**

269 Mill Road  
Chelmsford, MA 01824-4105  
Federal ID# 04-2711626

Phone: (800) 348-9011  
Fax: (978) 421-0015  
Email: esales@zoll.com

Orange Beach Fire & Rescue  
Quote No: Q-131447 Version: 1

**Order Information (to be completed by the customer)**

Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)

Taxable Entity (Applicable tax will be applied at time of invoice)

BILL TO ADDRESS	SHIP TO ADDRESS
Name/Department:	Name/Department:
Address:	Address:
City / State / Zip Code:	City / State / Zip Code:

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

Yes PO Number: \_\_\_\_\_ PO Amount: \_\_\_\_\_  
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)

No (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.

**Orange Beach Fire & Rescue**

Authorized Signature:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



Orange Beach Fire & Rescue  
Quote No: Q-131447 Version: 1

269 Mill Road  
Chelmsford, Massachusetts 01824-4105  
978-421-9655 (main)  
978-421-0025 (fax)  
www.zoll.com

## ALS/BLS Software Solutions Master Software, SaaS and Services Agreement and Addenda Acknowledgement Form

The terms and conditions applicable to ZOLL Medical Corporation's Software Solutions products can be found at <https://www.zoll.com/en/about-zoll/legal>. By signing below, the Customer acknowledges and agrees to those terms and conditions. The person signing below represents and warrants that she or he has the authority to bind the Customer to those terms and conditions.

Customer

Signature:

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Company Address: \_\_\_\_\_

Date: \_\_\_\_\_



**REGULAR COMMITTEE OF THE WHOLE MEETING  
JANUARY 20, 2026**

---

**Departments:** City Clerk

**Description of Topic:** Resolution authorizing the purchase of Two LUCAS Chest Compression Systems for the Fire Department through Sourcewell from Stryker Sales, LLC, in the amount of \$41,537.20. (JS/BN)

**Background/Description:**

**Action Options/Recommendation:**

**Source of Funding (if applicable):**

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**ATTACHMENTS:**

1. 02-03-26 26-xxx Authorize Purchase Fire LUCAS Devices Sourcewell
2. 2026.01.14 Quote - Fire - Stryker LUCAS Devices

**RESOLUTION NO. 26-xxx**

**A RESOLUTION AUTHORIZING THE PURCHASE OF  
TWO LUCAS CHEST COMPRESSION SYSTEMS  
FOR THE FIRE DEPARTMENT THROUGH SOURCEWELL FROM  
STRYKER SALES, LLC  
IN THE AMOUNT OF \$41,537.20**

---

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 LUCAS Chest Compression Systems for the Fire Department through Sourcewell, approved by the State of Alabama and the Public Examiners Office, in the amount of \$41,537.20;
2. That the Mayor is hereby authorized to approve payment to Stryker Sales, LLC, in the amount of \$41,537.20 for Two (2) LUCAS Chest Compression System Devices with accessories, per Quote No. 11240788 dated January 14, 2026;
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 3<sup>rd</sup> DAY OF FEBRUARY, 2026.

---

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. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on February 3, 2026.

---

City Clerk



## Orange Beach Fire Lucas 2 Savvik 041823

Quote Number: 11240788

Remit to:

Stryker Sales, LLC  
21343 NETWORK PLACE  
CHICAGO IL 60673-1213  
USA

Version: 1

Division:

Medical

Prepared For: ORANGE BEACH FIRE DEPT

Rep:

Christina Garner

Attn:

Email:

christina.garner@stryker.com

Phone Number:

Quote Date: 01/14/2026

Expiration Date: 04/14/2026

### Delivery Address

### Sold To - Shipping

### Bill To Account

Name: ORANGE BEACH FIRE DEPT

Name: ORANGE BEACH FIRE DEPT

Name: ORANGE BEACH FIRE DEPT

Account #: 20049081

Account #: 20049081

Account #: 20049081

Address: 25853 JOHN M SNOOK DR

Address: 25853 JOHN M SNOOK DR

Address:

ORANGE BEACH

ORANGE BEACH

Alabama 36561-3466

Alabama 36561-3466

### Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	2	\$18,644.40	\$37,288.80
2.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	2	\$622.05	\$1,244.10
3.0	11576-000071	LUCAS External Power Supply	2	\$330.85	\$661.70
4.0	11576-000046	LUCAS Disposable Suction Cup (3 pack)	2	\$125.45	\$250.90
5.0	11576-000060	LUCAS Desk-Top Battery Charger	2	\$1,045.85	\$2,091.70
Equipment Total:					\$41,537.20

### Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Shipping and Handling:	\$0.00
<b>Grand Total:</b>	<b>\$41,537.20</b>

Prices: In effect for 30 days

Terms: Net 30 Days



## Orange Beach Fire Lucas 2 Savvik 041823

Quote Number: 11240788

Remit to:

Stryker Sales, LLC  
21343 NETWORK PLACE  
CHICAGO IL 60673-1213  
USA

Version: 1

Division:

Medical

Prepared For: ORANGE BEACH FIRE DEPT

Rep:

Christina Garner

Attn:

Email:

christina.garner@stryker.com

Phone Number:

Quote Date: 01/14/2026

Expiration Date: 04/14/2026

### Shipping & Handling Includes:

Standard freight, special packaging, semi rigging cranes, labor & delivery of equipment to final location, removal of all packaging, pre-delivery site check, education/training

### Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at [https://techweb.stryker.com/Terms\\_Conditions/index.html](https://techweb.stryker.com/Terms_Conditions/index.html).



**REGULAR COMMITTEE OF THE WHOLE MEETING  
JANUARY 20, 2026**

---

**Departments:** City Clerk

**Description of Topic:** Resolution authorizing the purchase of a Vehicle for the Fire Department through State Bid from Stivers Ford Lincoln, Inc., in the amount of \$65,010. (JS/BN)

**Background/Description:** Replacing 1993 brush truck. A brush skid will be purchased separately and attached to the bed of the truck.

**Action Options/Recommendation:**

**Source of Funding (if applicable):** Budgeted, 2026 Fire Capital Equipment

---

**ATTACHMENTS:**

1. 02-03-26 26-xxx Authorize Purchase Vehicle Fire State Bid
2. 2026.01.07 Quote - Fire - Stivers Ford Lincoln 2026 Ford F350 Pickup Truck

**RESOLUTION NO. 26-xxx**

**A RESOLUTION AUTHORIZING THE PURCHASE OF  
A VEHICLE FOR THE FIRE DEPARTMENT  
THROUGH STATE BID FROM STIVERS FORD LINCOLN, INC.  
IN THE AMOUNT OF \$65,010**

---

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 a One (1) Vehicle for the Fire Department from Stivers Ford Lincoln, Inc., through Alabama State Bid in the amount of \$65,010;
2. That the Mayor is hereby authorized to approve payment to Stivers Ford Lincoln, Inc., in the amount of \$65,010.00 for One (1) 2026 Ford F-350 Supercab 4x4 Pickup Truck;
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 3<sup>rd</sup> DAY OF FEBRUARY, 2026.

---

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. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on February 3, 2026.

---

City Clerk

**STIVERS FORD LINCOLN**  
4000 EASTERN BLVD  
MONTGOMERY, AL 36116

**2026 FORD F350 SUPERCAB 4x4 PICKUP - MODEL X3B**

**CONTRACT NUMBER:** 220000003128-26      **STATE CONTRACT:** T191      **CONTRACT AMOUNT:** \$46,703

**INCLUDES:** XL 610A, SuperCab 4x4, 6.8L V8 PFI Gas Engine, 10 Spd AutoTransmission, 6.75' Box, Power Windows & Door Locks, Keyless Entry, Cruise Control, Vinyl Flooring, Vinyl 40/20/40 Seat, AM/FM Radio, Bluetooth, Rear View Camera, Trailer Tow Package 4/7 Pin,

**STATE CONTRACT PRICE (T191)**      \$      46,703     

**FACTORY OPTIONS**

99A	6.8L V8 PFI Gas Engine		NC	<input checked="" type="checkbox"/>
X3E	3.73 Electronic Locking Axle (Optional w/ 6.8L Gas Engine)	\$	430	<input checked="" type="checkbox"/>
TBM	LT245/75Rx17E BSW A/T (XL Option)	\$	165	<input checked="" type="checkbox"/>
17X	FX Off-Road Package	\$	600	<input checked="" type="checkbox"/>
18B	Platform Running Boards	\$	445	<input checked="" type="checkbox"/>
43C	Pro Power 400W	\$	225	<input checked="" type="checkbox"/>
85S	Spray-In Bedliner	\$	625	<input checked="" type="checkbox"/>
86M	Dual Batteries	\$	210	<input checked="" type="checkbox"/>
67B	410 Amp Alternator	\$	215	<input checked="" type="checkbox"/>
Z1	Oxford White Exterior		NC	<input checked="" type="checkbox"/>
AS	40/20/40 Vinyl - Medium Dark Slate Gray		NC	<input checked="" type="checkbox"/>
ST2	SLICKTOP HANDHELD PACKAGE - Front and Rear ILS Visor/ Rear Glass Lightbars RED/WHITE		2295	<input checked="" type="checkbox"/>

Configurable With Flood/Alley and Signalmaster Capability  
Pathway 100Watt Handheld Controller ( Non Compatible with OBD Integration)  
100W Siren Speaker

SL1 BASE LIGHTING PACKAGE ( 10 ) TOTAL ELEMENTS INSTALLED      \$      1,779     

- Head & Tail Lamps      4      RED/WHITE Corner LEDs
- Front Grille      2      RED/WHITE 6 Head LEDs
- Tag      2      RED/WHITE 6 Head LEDs
- Rear Side Doors      2      RED/WHITE 12 Head LEDs

2IN 2 Inch Leveling Kit with Track Bar Brackets - Includes -Retorque to all leveling & lift kit  
Suspension Products and ALIGNMENT      \$      704     

US ( 4 ) American Racing AR172 - Polished Aluminum AR172 17x9 8x170 - Includes LUGS      \$      1,436     

TOY ( 4 ) 35x12.5017/10 125Q TOYO OPEN COUNTRY M/T Includes Mounting and Balance      \$      1,859     

RH REAR - Ranch Hand Sport Series Rear Bumper - \* Includes 2 Flush Mounted Back Up Lights      \$      3,824     

FRONT - Ranch Hand Sport Winch-Ready Bumper W/ Grille Guard - \* 2" Black Series LED Light Pods

WAR 12,000 LB Warn Winch      \$      2,795     

**DELIVERY: State Contract Provisions for \$2.00 / mile one-way**     

Delivery Address: \_\_\_\_\_

**TOTAL VEHICLE ( Required )**      \$      65,010

**Customer:**      **CITY OF ORANGE BEACH - FIRE DEPARTMENT**

**Contact:**      **BRUCE NELSON OPERATIONS CHIEF**

**Phone:**      **251.504.3803**

**Email:**      [BNELSON@ORANGEBEACHAL.GOV](mailto:BNELSON@ORANGEBEACHAL.GOV)

**STATE CONTRACT TERMS: PAYMENT DUE AT TIME OF DELIVERY**

**SIGNATURE: ( Required )** \_\_\_\_\_

**DATE ( Required ):** \_\_\_\_\_

**PURCHASE ORDER NUMBER:(Required)**

**QUANTITY ( Required )**



**REGULAR COMMITTEE OF THE WHOLE MEETING  
JANUARY 20, 2026**

---

**Departments:** City Clerk

**Description of Topic:** Resolution authorizing the purchase of Three Utility Vehicles for the Sportsplex through Sourcewell from Parish Tractor Company, LLC, in the amount of \$48,886.98. (NA/SS)

**Background/Description:**

**Action Options/Recommendation:**

**Source of Funding (if applicable):**

---

**ATTACHMENTS:**

1. 2026.01.05 Quote - Parks Sportsplex - Parish Tractor Company UTVs x3
2. 02-03-26 26-xxx Authorize Purchase Utility Vehicles Parks Sportsplex

-- Standard Features --

-- Custom Options --



**Kubota**

V Series

RTVX2-BKH-1

\*\*\* EQUIPMENT IN BASIC MACHINE \*\*\*

**DIESEL ENGINE**

Model Kubota D1105  
 3 Cyl. 68.5 cu in  
 +23.3 Gross Eng HP  
 60 Amp Alternator

**TRANSMISSION**

VHT-X  
 Variable Hydro Transmission  
 Forward Speeds:  
 Low 0 - 16 mph  
 High 0 - 25 mph  
 Reverse 0 - 22 mph  
 Limited-slip Front Differential  
 Rear differential lock

**HYDRAULICS**

Hydrostatic Power Steering  
 with manual tilt feature  
 Hydraulic Oil Cooler

**FLUID CAPACITY**

Fuel Tank 7.9 gal  
 Cooling 6.4 qts  
 Engine Oil 4.3 qts  
 Transmission Oil 1.8 gal  
 Brake Fluid 0.4 qts

**DIMENSIONS**

Width 63.2 in  
 Height 79.5 in  
 Length 122.4 in  
 Wheelbase 80.5 in  
 Tow Capacity 1300 lbs  
 Ground Clearance 10.4 in  
 Suspension Travel 8 in  
 Turning Radius 13.1 ft

+ Manufacturer Estimate

**TIRES AND WHEELS**

HDMP Tires 25 x 10 - 12, 6 ply  
 ATV Tires 25 x 10 - 12, 6 ply  
 Steel Wheels / Opt Alloy Wheels

**KEY FEATURES**

Digital Multi-meter  
 Speedometer  
 Front Independent Adjustable  
 Suspension  
 Rear Independent Adjustable  
 Suspension  
 Brakes - Front/Rear Wet Disc  
 Rear Brake Lights / Front  
 Headlights  
 2" Hitch Receiver, Front and Rear  
 Deluxe 60/40 split bench seats  
 Underseat Storage Compartments  
 Standard Front Bumper  
 Spray-on Bed Liner (Available)

**SAFETY EQUIPMENT**

SAE J2194 & OSHA 1928 ROPS  
 Horn  
 Spark Arrestor Muffler  
 Dash-mounted Parking Brake  
 LED Low Beam Head Lights  
 Rear Protection Screen

**CARGO BOX**

Width 57.7 in  
 Length 40.5 in  
 Depth 11.2 in  
 Load Capacity 1102 lbs  
 Vol. Capacity 15.2 cu ft

RTVX2-BKH-1 Base Price: \$18,699.00

Selected Kubota Attachments

(1) CANOPY - PLASTIC (BLACK) \$625.56  
 77700-VC5011-CANOPY - PLASTIC (BLACK)

Total Kubota Attachments: \$625.56

Total Attachments: \$625.56

**Configured Price: \$19,324.56**

Sourcewell Discounts:

Kubota Items: (\$4,251.40)

Total Discount: (\$4,251.40)

**SUBTOTAL: \$15,073.16**

Kubota Item Fees:

Dealer Assembly: \$110.00

Freight Cost: \$712.50

PDI: \$400.00

Total Unit Price: \$16,295.66

Quantity Ordered: 3

**Final Sales Price: \$48,886.98**

**Purchase Order Must Reflect Final Sales Price.**

To order, place your Purchase Order directly with the quoting dealer

\*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

**RESOLUTION NO. 26-xxx**

**A RESOLUTION AUTHORIZING THE PURCHASE OF  
THREE UTILITY VEHICLES FOR THE SPORTSPLEX THROUGH SOURCEWELL FROM  
PARISH TRACTOR COMPANY, LLC  
IN THE AMOUNT OF \$48,886.98**

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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 Three Utility Vehicles for the Sportsplex through Sourcewell, approved by the State of Alabama and the Public Examiners Office, in the total amount of \$48,886.98;
2. That the Mayor is hereby authorized to approve payment to Parish Tractor Company, LLC, in the amount of \$16,295.66 each for Three (3) New Kubota RTVX2-BKH-1 Utility Vehicles, per Quote No. 2932356 dated January 5, 2026;
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 3<sup>rd</sup> DAY OF FEBRUARY, 2026.

\_\_\_\_\_  
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. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on February 3, 2026.

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



**REGULAR COMMITTEE OF THE WHOLE MEETING  
JANUARY 20, 2026**

---

**Departments:** City Clerk

**Description of Topic:** Resolution authorizing the surplus and trade-in of 24 Golf Carts owned by the City of Orange Beach and authorizing the purchase of 28 Golf Carts for the Golf Center through Omnia Partners Public Sector from Jerry Pate Turf & Irrigation, Inc., in the amount of \$150,544.18 after trade-in. (NA/AG)

**Background/Description:**

**Action Options/Recommendation:**

**Source of Funding (if applicable):**

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**ATTACHMENTS:**

1. 02-03-26 26-xxx Authorize Purchase Golf Carts Surplus Trade In Credit Parks Golf
2. 2026.01.06 Quote - Parks Golf - Jerry Pate Golf Carts

**RESOLUTION NO. 26-xxx**

**A RESOLUTION AUTHORIZING THE SURPLUS AND TRADE-IN OF  
24 GOLF CARTS OWNED BY THE CITY OF ORANGE BEACH AND  
AUTHORIZING THE PURCHASE OF 28 GOLF CARTS  
FOR THE GOLF CENTER TO THROUGH OMNIA PARTNERS PUBLIC SECTOR FROM  
JERRY PATE TURF & IRRIGATION, INC.  
IN THE AMOUNT OF \$150,544.18 AFTER TRADE-IN**

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

1. That the following personal property owned by the City of Orange Beach, Alabama, are no longer needed for public or municipal purposes and are authorized to be traded-in to Jerry Pate Turf & Irrigation, Inc., for \$900 credit each towards the purchase of new equipment:

<b>DEPARTMENT</b>	<b>ITEM DESCRIPTION</b>	<b>QTY</b>
PARKS & REC	2016 48V ELECTRIC GOLF CARTS	24
	1. SERIAL #3219471 - CITY ID #551	
	2. SERIAL #3219472 - CITY ID #552	
	3. SERIAL #3219473 - CITY ID #553	
	4. SERIAL #3219474 - CITY ID #554	
	5. SERIAL #3219475 - CITY ID #555	
	6. SERIAL #3219476 - CITY ID #556	
	7. SERIAL #3219480 - CITY ID #557	
	8. SERIAL #3219481 - CITY ID #558	
	9. SERIAL #3219482 - CITY ID #559	
	10. SERIAL #3219483 - CITY ID #560	
	11. SERIAL #3219484 - CITY ID #561	
	12. SERIAL #3219485 - CITY ID #562	
	13. SERIAL #3219486 - CITY ID #563	
	14. SERIAL #3219487 - CITY ID #564	
	15. SERIAL #3219488 - CITY ID #565	
	16. SERIAL #3219489 - CITY ID #566	
	17. SERIAL #3219490 - CITY ID #567	
	18. SERIAL #3219491 - CITY ID #568	
	19. SERIAL #3219493 - CITY ID #569	
	20. SERIAL #3219492 - CITY ID #570	
	21. SERIAL #3219494 - CITY ID #571	
	22. SERIAL #3219495 - CITY ID #572	
	23. SERIAL #3219496 - CITY ID #573	
	24. SERIAL #3219497 - CITY ID #574	

2. That the City Council for the City of Orange Beach, Alabama, hereby authorizes the purchase of 28 Golf Carts for the Parks and Recreation Department for use at the Golf Center through Sourcewell, approved by the State of Alabama and the Public Examiners Office, in the amount of \$172,144.18;

3. That the Mayor is hereby authorized to approve payment to Jerry Pate Turf & Irrigation, Inc., in the amount of \$150,544.18 for Twenty-eight (28) New Club Car Tempo 2-Passenger Electric Golf Carts after trade-in, per the quote dated January 6, 2026;
4. That the equipment as described in this Resolution is to be used only for official business of the City of Orange Beach; and
5. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 3<sup>rd</sup> DAY OF FEBRUARY, 2026.

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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. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on February 3, 2026.

---

City Clerk



# Jerry Pate Turf & Irrigation

Jerry Pate Turf & Irrigation  
604 28th Street North  
Birmingham, AL, 35203  
205-945-9144

DATE: January 6, 2026  
EXPIRATION DATE: Valid 14 Days

Exclusively For: Orange Beach Golf Center  
4700 Easy Street  
Orange Beach, AL 36561

www.jerrypate.com

**Proposed Order**  
Omnia Partners  
EV2671-01

Prepared By: Patrick Grider  
[pgrider@jerrypate.com](mailto:pgrider@jerrypate.com)  
Account Executive: Spencer Olson  
[solson@jerrypate.com](mailto:solson@jerrypate.com)

[Ph#]  
[Fax#]  
[Customer Acct#]  
[Email]

Per your request, I am pleased to submit a proposal on the following equipment:

**\*\*Jerry Pate Turf & Irrigation, Inc. reserves the right to adjust pricing at time of delivery in the event of any tariffs, surcharges, or other fees are incurred. Any such potential tariffs or surcharges at time of shipment will be added to final invoice.\*\***

\*\*\*PLEASE INITIAL HERE \*\*\*

Qty	Model #	Description	Unit Price	Omnia	Extension
28	47787720001	Club Car Tempo 2 Passenger Electric	\$ 10,664.00	\$ 6,931.60	\$ 194,084.80
		Standard Equipment: Dark Green Body, Beige Seats, Standard Wheel Cover, 14.8 MPH Speed Setting, 2 Passenger Canopy with Handles - Black, Comfort Grip Steering Wheel, Standard Cup Holders			
28	GOLF-2E-PKG	Golf Package (CaddyMaster Cooler - Passenger Side, Clear Hinged Windshield Kit, Dual Sand Bottles - Driver Side)	\$ 320.00	\$ 272.00	\$ 7,616.00
			<b>2026 MSRP</b>	<b>Omnia</b>	<b>Extension</b>
			\$ 10,984.00	\$ 7,203.60	\$ 201,700.80
24	Trade Value	2016 EZGO FLA Units	\$ 900.00		
			<b>Freight and Handling</b>	\$	<b>4,812.36</b>
			<b>Set Up</b>	\$	<b>1,400.00</b>
			<b>JPTI Discount</b>	\$	<b>(35,768.98)</b>
			<b>Trade Value</b>	\$	<b>(21,600.00)</b>
			<b>Total Proposal</b>	\$	<b>150,544.18</b>

Jerry Pate Company offers service agreements for your turf equipment, utility vehicles, irrigation, and pump stations.  
Ask your Account Executive for more information today!

**Prices Do Not Include Sales Tax or Applicable Documentation Fees**

This is a proposal on the goods named, subject to the following conditions: The prices and terms on this proposal are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All proposals and agreements are contingent on availability of product from the manufacturer. Prices are based on costs and conditions existing on date of proposal and are subject to change without notice. Typographical errors are subject to correction.

To accept this proposal, please sign and return \_\_\_\_\_  
Signature Date  
\_\_\_\_\_  
Print Name Title

**Thank you, we appreciate your business!**

1-800-700-7001 • 301 Schubert Drive, Pensacola, Florida, 32504 • www.JerryPate.com





**REGULAR COMMITTEE OF THE WHOLE MEETING  
JANUARY 20, 2026**

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**Departments:** City Clerk

**Description of Topic:** Resolution authorizing the execution of a supplemental task order with Thompson Engineering, Inc., for construction inspection and administration services for Canal Road Multi-Use Trail Connectivity Projects in an additional amount not to exceed \$69,883. (CP)

**Background/Description:**

**Action Options/Recommendation:**

**Source of Funding (if applicable):**

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**ATTACHMENTS:**

1. 02-03-26 26-xxx Authorize Task Order Thompson Engineering Canal Road Multi-Use Trail Connectivity Projects Supplemental
2. 2026.01.15 Task Order Thompson Engineering Canal Road Multi Use Trails Supplemental - Cover Letter
3. 2026.01.15 Task Order Thompson Engineering Canal Road Multi Use Trails Supplemental

**RESOLUTION NO. 26-xxx**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A  
SUPPLEMENTAL TASK ORDER WITH THOMPSON ENGINEERING, INC.,  
FOR CONSTRUCTION INSPECTION AND ADMINISTRATION SERVICES FOR  
CANAL ROAD MULTI-USE TRAIL CONNECTIVITY PROJECTS  
IN AN ADDITIONAL AMOUNT NOT TO EXCEED \$69,883**

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FINDINGS:

1. On October 1, 2024, the City Council adopted Resolution No. 24-190 approving a task order with Thompson Engineering, Inc., for construction inspection and administration services for Canal Road Multi-Use Trail Connectivity Projects in an amount not to exceed \$375,000.
2. Thompson Engineering, Inc., has submitted a supplemental task order for additional work associated with this project in the amount of \$69,883.
3. The scope of work described in the Task Order is authorized by the Agreement and furthers public health, safety, and welfare.

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

1. That the Mayor is hereby authorized to execute the Task Order as presented to Council between the City of Orange Beach and Thompson Engineering, Inc., on behalf of the City of Orange Beach subject to final approval by the City Attorney;
2. That the City Council authorizes payment in an amount not to exceed Sixty-Nine Thousand, Eight Hundred and Eighty-Three Dollars (\$69,883.00) to Thompson Engineering, Inc., to complete the Task Order as presented; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 3<sup>rd</sup> DAY OF FEBRUARY, 2026.

\_\_\_\_\_  
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. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on February 3, 2026.

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



January 9, 2026

City of Orange Beach

**ATTN: Chris Pappas, City Engineer**

PO Box 2432

4101 Orange Beach Blvd

Orange Beach, AL 36561

**RE: Task Order No. 2026-01 Request**

Supplemental CEI/CMT for Canal Road Multi-Use Trail Connectivity Projects

This proposal is for additional construction engineering and inspection, materials sampling and testing, construction stormwater inspections, and construction administration services needed to continue to ensure the project is constructed in conformity with the plans, specifications, and contract provisions of the project. Thompson Engineering is pleased to submit this proposal along with our understanding of the project, proposed scope and fee, and a Task Order request to provide professional services for this work.

#### **BACKGROUND AND UNDERSTANDING**

Our understanding of the project is the City of Orange Beach is currently constructing the proposed multi-use trail connections from Wharf Pkwy E to Commercial Ave (Site 1), and from Wilson Blvd to Bay La Launch (Site 2). The contractor has exceeded the contract time and additional time is needed to complete the project. Thompson Engineering is an ALDOT pre-qualified consultant and is prepared to meet all the requirements of this project. We understand that all permits have been, or will be, applied for and approved, including an ALDOT permit for the construction of improvements along SR-180 and ADEM NOIs for NPDES general permit coverage for the discharges associated with construction activities on the projects.

#### **PROPOSED SCOPE OF WORK AND COMPENSATION**

See attached Task Order.

4830 Main Street, Ste. G-212  
Orange Beach, AL 36561  
251.378.6190 ph. / 251.666.6422 fax

A THOMPSON HOLDINGS, INC. COMPANY

January 9, 2026

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Thank you for the opportunity to submit this proposal and we look forward to working with you soon.  
Please contact us if you have any questions or require additional information.

Sincerely,  
**THOMPSON ENGINEERING, INC.**



Charles Weber, P.E.  
Senior Project Manager

Enclosures

**TASK ORDER AUTHORIZATION**  
**TASK ORDER NO. 2026-01**  
**CITY OF ORANGE BEACH ALABAMA**  
**PERFORMANCE CONTRACT**  
**ENGINEERING SERVICES**

This Task Order shall be for the additional construction engineering and inspection, materials sampling and testing, construction stormwater inspections, and construction administration services needed to continue to ensure the Canal Road Multi-Use Trail Connectivity Projects is constructed within reasonable conformity with the plans, specifications, and contract provisions of the project.

The additional estimated cost for completing this work shall be on a Time and Materials Basis with a total estimated fee of **Sixty-Nine Thousand, Eight Hundred and Eighty-Three Dollars and No Cents (\$69,883.00)**. Additional services outside of original scope of work will be performed as directed by the City of Orange Beach at billing rates and fees provided in Thompson Engineering, Inc.'s (TEI) currently approved Professional Services Agreement with the City.

The following exhibits are made part of this Task Order and are attached hereto:

- Exhibit A – Scope of Work
- Exhibit B – Fee Estimate

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**OFFERED BY CONSULTANT**

Charles Weber, P.E.  
Representative's Printed Name

THOMPSON ENGINEERING, INC.  
Firm Name

  
Signature

Date 1-9-2026

Senior Project Manager  
Title

---

**RECOMMENDED FOR APPROVAL**

\_\_\_\_\_  
Signature

Date \_\_\_\_\_

\_\_\_\_\_  
Title

---

**APPROVED BY CITY OF ORANGE BEACH**

\_\_\_\_\_  
Signature

Date \_\_\_\_\_

\_\_\_\_\_  
Title

## **EXHIBIT A**

### **CITY OF ORANGE BEACH ALABAMA**

#### **TASK ORDER NO. 2026-01**

#### **SCOPE OF WORK:**

This Task Order shall be for the additional construction engineering and inspection, materials sampling and testing, construction stormwater inspections, and construction administration services needed to continue to ensure the Canal Road Multi-Use Trail Connectivity Projects is constructed within reasonable conformity with the plans, specifications, and contract provisions of the project.

Thompson Engineering will generally adhere to guides, manuals, procedures and advisories regarding road construction projects in Alabama. Examples include the ALDOT Construction Manual which describes many of the procedures and practices relating to construction engineering and inspection; the ALDOT Testing Manual which sets out test frequency of samples and tests, sampling point, sample size, sampling and test methods and appropriate reporting to be provided; the AASHTO Standard Specifications for Transportation Materials and Methods of Sampling and Testing; and, applicable ASTM Standards.

#### **Construction Engineering & Inspection (CEI) Services**

We will continue performing construction engineering and inspection services as follows:

- Conduct meetings with the contractor, sub-contractors, City representatives, utility companies, and any other required parties as required to review plans, schedules, problems or other areas of concern
- Perform routine field monitoring and inspections to assure quality of workmanship and materials are in reasonable conformance of the plans, specifications, and other contract provisions
- Keep detailed and accurate records of daily operations and significant events that affect work, including project diaries and inspector's daily reports as required
- Provide interpretations of plans, specifications and contract provisions and make recommendations to the City to resolve disputes that may arise
- Ensure staff have appropriate certifications for inspections of work being performed
- Monitor and inspect temporary traffic control devices and maintenance of traffic operations during normal working hours and as needed during after normal hours, weekends and holidays
- Monitor and inspect temporary erosion control BMP's and provide reporting as required by the NPDES permit and ADEM construction stormwater requirements
- Perform QCP and CBMPP evaluations and updates as required by the NPDES Permit and ADEM
- Record all work completed by the contractor and certify monthly pay estimates for work based on daily records and calculations
- Assist the City in holding a final inspection

- Prepare and provide final estimate and close-out documentation to the City

### **Construction Materials Testing (CMT) Services**

We will perform geotechnical engineering and materials testing sub-consultant to perform services as follows:

- Review contractor submittals for construction materials
- Perform sampling and testing of materials and completed work items to assure materials and workmanship are in reasonable conformance with the plans, specifications, and other contract provisions
- Secure job control samples and utilize test results to determine acceptability of materials and completed work items
- Perform moisture and density testing for compacted areas per ASTM guidelines and project specifications
- Monitor and approve asphalt plant production and asphalt cores, as required
- Perform asphalt inspection, testing and reporting in accordance with industry standards and project specifications
- Perform concrete inspection, testing and reporting in accordance with ACI and ASTM standards and project specifications
- Perform routine evaluation and testing for quality control on soils, asphalt, concrete and other construction materials to ensure the project is constructed in accordance with the plans and specifications

### **WORK SCHEDULE:**

Services shall commence immediately upon receipt of authorization to proceed from the City. It is anticipated that construction will be completed by the end of February 2026.

**End of Exhibit A**

**EXHIBIT B**

**CITY OF ORANGE BEACH ALABAMA  
TASK ORDER NO. 2026-01  
FEE ESTIMATE**

	<b>Duration (Weeks)</b>	<b>Weekly Fee</b>	<b>Sub-Total</b>
<b>Peak Operations</b>	8	\$ 7,438.50	\$ 59,508.00
<b>Project Close Out</b>	2	\$ 5,187.50	\$ 10,375.00
		<b>Total Fee</b>	<b>\$ 69,883.00</b>

**CE&I**  
**Weekly Effort Peak Operations**

Classification	Hours	Hourly Fee	Total Fee
PROJECT MANAGER	2.00	\$ 180.00	\$ 360.00
SENIOR INSPECTOR		\$ 105.00	\$ -
LEVEL II INSPECTOR		\$ 87.00	\$ -
LEVEL I INSPECTOR	60.00	\$ 65.00	\$ 3,900.00
SENIOR TECHNICIAN	8.00	\$ 100.00	\$ 800.00
TECHNICIAN II	4.00	\$ 72.00	\$ 288.00
DOCUMENTARIAN I	2.00	\$ 90.00	\$ 180.00
Sub-Total			\$ 5,528.00
Laboratory Testing Fees (See Below)			\$ 1,053.00
Mileage Costs (See Below)			\$ 857.50
<b>TOTAL AMOUNT:</b>			<b>\$ 7,438.50</b>

**Laboratory Testing Summary**

Description	Number	Rate	Total Fee
Standard Proctor		\$ 100.00	\$ -
AASHTO Soil Classificatoin		\$ 155.00	\$ -
Concrete Cylinder Test (Set of 4)	18	\$ 58.50	\$ 1,053.00
			\$ -
			\$ -
			\$ -
<b>Total Laboratory Testing Fees:</b>			<b>\$ 1,053.00</b>

**Mileage Summary**

Classification	Miles	Rate	Total Fee
PROJECT MANAGER	75	0.700	\$ 52.50
SENIOR INSPECTOR		0.700	\$ -
LEVEL II INSPECTOR		0.700	\$ -
LEVEL I INSPECTOR	1150	0.700	\$ 805.00
<b>Total Mileage:</b>			<b>\$ 857.50</b>

**CE&I**  
**Weekly Effort Project Closeout**

<b>Classification</b>	<b>Hours</b>	<b>Hourly Fee</b>	<b>Total Fee</b>
PROJECT MANAGER	8.00	\$ 180.00	\$ 1,440.00
SENIOR INSPECTOR		\$ 105.00	\$ -
LEVEL II INSPECTOR		\$ 87.00	\$ -
LEVEL I INSPECTOR	40.00	\$ 65.00	\$ 2,600.00
SENIOR TECHNICIAN		\$ 100.00	\$ -
TECHNICIAN II		\$ 72.00	\$ -
DOCUMENTARIAN I	4.00	\$ 90.00	\$ 360.00
Sub-Total			\$ 4,400.00
Laboratory Testing Fees (See Below)			\$ -
Mileage Costs (See Below)			\$ 787.50
<b>TOTAL AMOUNT:</b>			<b>\$ 5,187.50</b>

**Laboratory Testing Summary**

<b>Description</b>	<b>Number</b>	<b>Rate</b>	<b>Total Fee</b>
Standard Proctor		\$ 100.00	\$ -
AASHTO Soil Classificatoin		\$ 155.00	\$ -
Concrete Cylinder Test (Set of 4)		\$ 58.50	\$ -
			\$ -
			\$ -
			\$ -
<b>Total Laboratory Testing Fees:</b>			<b>\$ -</b>

**Mileage Summary**

<b>Classification</b>	<b>Miles</b>	<b>Rate</b>	<b>Total Fee</b>
PROJECT MANAGER	75	0.700	\$ 52.50
SENIOR INSPECTOR		0.700	\$ -
LEVEL II INSPECTOR		0.700	\$ -
LEVEL I INSPECTOR	1050	0.700	\$ 735.00
<b>Total Mileage:</b>			<b>\$ 787.50</b>



**REGULAR COMMITTEE OF THE WHOLE MEETING  
JANUARY 20, 2026**

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**Departments:** City Clerk

**Description of Topic:** Resolution declaring certain personal property owned by the City of Orange Beach as surplus and unneeded and authorizing the Mayor and City Clerk to dispose of such property. (RE/TR)

**Background/Description:**

**Action Options/Recommendation:**

**Source of Funding (if applicable):**

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**ATTACHMENTS:**

1. 02-03-26 26-xxx Declare Surplus Miscellaneous

**RESOLUTION NO. 26-xxx**

**A RESOLUTION DECLARING CERTAIN PERSONAL PROPERTY  
OWNED BY THE CITY OF ORANGE BEACH AS SURPLUS AND UNNEEDED  
AND AUTHORIZING THE MAYOR AND CITY CLERK TO  
DISPOSE OF SUCH PROPERTY**

FINDINGS:

1. That the following personal property owned by the City of Orange Beach, Alabama, is no longer needed for public or municipal purposes:

DEPARTMENT	ITEM DESCRIPTION	QTY	NOTES
COASTAL RESOURCES	MISCELLANEOUS HARDWARE SUPPLIES	LOT	
COURT	COURTROOM BENCHES	18	
COURT	OFFICE FURNITURE	LOT	

2. Section 11-43-56 of the Code of Alabama of 1975 authorizes the municipal governing body to dispose of unneeded personal property.

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

1. That the aforementioned personal property owned by the City of Orange Beach, Alabama, is not needed for public or municipal purposes;
2. That the Mayor and City Clerk are hereby authorized and directed to dispose of the surplus property, as described above, on behalf of the City of Orange Beach, Alabama, by appropriate legal methods;
3. That the proceeds derived from such disposal shall be deposited in the General Fund of the City of Orange Beach; and
4. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 3<sup>rd</sup> DAY OF FEBRUARY, 2026.

\_\_\_\_\_  
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. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on February 3, 2026.

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



**REGULAR COMMITTEE OF THE WHOLE MEETING  
JANUARY 20, 2026**

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**Departments:** City Clerk

**Description of Topic:** Resolution authorizing the execution of a license agreement with [RaptorMed.com](http://RaptorMed.com) for medical records software for the Orange Beach Wildlife Center.  
(MV)

**Background/Description:**

**Action Options/Recommendation:**

**Source of Funding (if applicable):**

---

**ATTACHMENTS:**

1. 02-03-26 26-xxx Authorize License Agreement RaptorMed Wildlife Center
2. 2026.01.16 License Agreement RaptorMed Coastal Resources Wildlife Center

**RESOLUTION NO. 26-xxx**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A  
LICENSE AGREEMENT WITH RAPTORMED.COM FOR  
MEDICAL RECORDS SOFTWARE FOR THE ORANGE BEACH WILDLIFE CENTER**

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FINDINGS:

1. RaptorMed.com (hereinafter “RaptorMed”) is a customizable medical records software designed for use in wildlife rehabilitation centers to track the care, treatment, and data for animals- especially birds of prey- in the centers’ care.
2. The Orange Beach Wildlife Center is dedicated to the protection and preservation of wildlife through management, rescue, rehabilitation, and education. A large number of the wildlife that is rescued by and rehabilitated at the Wildlife Center are birds of prey, also known as raptors, which require specialized care creating the need for extensive case management.
3. The City of Orange Beach, Alabama (hereinafter the “City”) and RaptorMed have reached an Agreement (attached hereto Exhibit A) whereby RaptorMed will grant the City a limited, nonexclusive license to use their customizable case management software in exchange for compensation as described therein.
4. After having reviewed the attached 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 Mayor is hereby authorized to execute the following agreement in substantially the form and substantially the content now before the City Council between the City of Orange Beach, Alabama, and RaptorMed.com, 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 3<sup>rd</sup> DAY OF FEBRUARY, 2026.

\_\_\_\_\_  
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. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on February 3, 2026.

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

# RaptorMed

## End-User License Agreement

This End-User License Agreement (this "Agreement") is a legal contract between you, as either an individual or a single business entity, and RaptorMed.com.

THE SOFTWARE IS COPYRIGHTED AND IT IS LICENSED TO YOU UNDER THIS AGREEMENT, NOT SOLD TO YOU. BY DOWNLOADING THE SOFTWARE OR OBTAINING A LICENSE KEY TO THE SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT, AND THAT YOU ACCEPT AND AGREE TO BE BOUND BY ITS TERMS. IF YOU ARE NOT WILLING TO BE BOUND BY THE TERMS OF THIS AGREEMENT, YOU SHOULD REFRAIN FROM ACCESSING OR USING THE SOFTWARE. THIS AGREEMENT REPRESENTS THE ENTIRE AGREEMENT BETWEEN YOU AND RAPTORMED.COM CONCERNING THE SOFTWARE, AND THIS AGREEMENT SUPERSEDES AND REPLACES ANY PRIOR PROPOSAL, REPRESENTATION, OR UNDERSTANDING YOU MAY HAVE HAD WITH RAPTORMED.COM RELATING TO THE SOFTWARE.

### 1. License

**1.1. Grant of License.** RAPTORMED.COM hereby grants to you, and you accept, a limited, nonexclusive license to use the Software in machine-readable, object code form only, and the user manuals accompanying the Software (the "Documentation"), only as authorized in this Agreement. For purposes of this Agreement, the "Software" includes any updates, enhancements, modifications, revisions, or additions to the Software made by RAPTORMED.COM and made available to end-users through the RAPTORMED.COM web site.

**1.2. Scope of Use.** You may use one copy of the Software activated by a license key on a single server owned, leased, or otherwise controlled by you, at a single time. The Software may not be used on or distributed to a greater number of computers than you have license keys. If you use or distribute the Software to multiple users, you must ensure that the number of users does not exceed the number of license keys you have obtained, or you will be in breach of this Agreement.

**1.3. Copies and Modifications.** You may not reverse engineer, decompile, disassemble, or otherwise translate the Software or any license keys you have obtained. You may not modify or adapt the Software or any license keys that you have obtained in any way. You may make one copy of the Software, the Documentation, and any license keys that you have obtained, solely for backup or archival purposes. Any such copies of the Software, Documentation, or license keys shall include any copyright or other proprietary notices that were included on such materials when you first received them. Except as authorized in this Section, no copies of the Software, Documentation, or license keys, or any portions thereof, may be made by you or any person under your authority or control.

**1.4. Assignment of Rights.** You will not sublicense, lease, rent, or lend your rights in the Software, Documentation, or license keys, as granted by this Agreement, to any party without prior written consent of RAPTORMED.COM.

## **2. Intellectual Property and Confidentiality**

**2.1. License Violations and Remedies.** Any unauthorized use shall be considered by RAPTORMED.COM to be a violation of this End-User License Agreement. RAPTORMED.COM reserves the right to remedy violations immediately upon discovery.

**2.2. License Automatic Update and Expiration.** Your license may include an expiration date that can result in the termination of the license. If your license key is stolen, or if you suspect any improper or illegal usage of your license outside of your control you should promptly notify RAPTORMED.COM of such occurrence. A replacement license will be issued to you and the suspect license will be allowed to expire. For lease licenses, your renewal payment must be processed prior to the expiration date in order for the license updates to be performed. For your convenience RAPTORMED.COM provides license expiration warnings in the product interface should there be any issues that would cause the product license to eventually expire. It is your responsibility to contact RAPTORMED.COM regarding any potential expiration that you deem inappropriate. RAPTORMED.COM shall not be liable for any damages or costs incurred in connection with the expired licenses.

**2.3. Proprietary Rights to Software and Trademarks.** You acknowledge that the Software and the Documentation are proprietary to RAPTORMED.COM, and the Software and Documentation are protected under United States copyright law and international treaties. You further acknowledge and agree that, as between you and RAPTORMED.COM, RAPTORMED.COM owns and shall continue to own all right, title, and interest in and to the Software and Documentation, including associated intellectual property rights under copyright, trade secret, patent, or trademark laws. This Agreement does not grant you any ownership interest in or to the Software or the Documentation, but only a limited right of use that is revocable in accordance with the terms of this Agreement. Any and all trademarks or service marks that RAPTORMED.COM uses in connection with the Software or with services rendered by RAPTORMED.COM are marks owned by RAPTORMED.COM. This Agreement does not grant you any right, license, or interest in such marks, and you shall not assert any right, license, or interest in such marks or any words or designs that are confusingly similar to such marks.

**2.4. Confidentiality.** You shall permit only authorized users, who possess rightfully, obtained license keys, to use the Software or to view the Documentation. Except as expressly authorized by this Agreement, you shall not make available the Software, Documentation, or any license key to any third party. You will use your best efforts to cooperate with and assist RAPTORMED.COM in identifying and preventing any unauthorized use, copying, or disclosure of the Software, Documentation, or any portion thereof.

## **3. Licenses, Support and License Fees**

The Software will be available to you for use upon your receipt of one or more license keys. Upon acceptance of this Agreement, you may obtain one or more license keys by paying the requisite license fees, using the procedure set forth on RAPTORMED.COM web site. The license fees paid by you are paid in consideration of the license granted under this Agreement.

**3.1.** The initial purchase of the Software shall include a one-year license. This license entitles you to unlimited customer support via phone, email and the internet. It also includes all available updates to the software.

**3.2.** A yearly license fee is required to extend your license and support beyond the first year.

**3.3.** In order to provide the support outlined in this Agreement, the computer designated as the Server must have internet access and be accessible from the internet.

#### **4. Term and Termination**

This Agreement is effective upon your acceptance of the Agreement, or upon your downloading, accessing, and using the Software, even if you have not expressly accepted this Agreement. This Agreement shall continue in effect until terminated. Without prejudice to any other rights, this Agreement will terminate automatically if you fail to comply with any of the limitations or other requirements described herein. If you are leasing the Software, and fail to pay the applicable license fees, RAPTORMED.COM shall have the right to shut down your server. You may terminate this License Agreement at any time by: (i) providing written notice of your decision to terminate the Agreement to RAPTORMED.COM and (ii) either returning the Software, Documentation, all copies thereof, and all license keys that you have obtained to RAPTORMED.COM or destroying all such materials and providing written verification of such destruction to RAPTORMED.COM. RAPTORMED.COM may terminate this License Agreement if you breach any term of the Agreement by giving you written notice of your breach and RAPTORMED.COM's decision to terminate the Agreement. Upon termination of the Agreement by RAPTORMED.COM, you agree to either return to RAPTORMED.COM the Software, Documentation, all copies thereof, and all license keys that you have obtained, or to destroy all such materials and provide written verification of such destruction to RAPTORMED.COM.

**5. This section has been omitted intentionally.**

#### **6. Disclaimer**

THE SOFTWARE AND DOCUMENTATION ARE LICENSED "AS IS," AND RAPTORMED.COM DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT AUTHORIZED BY LAW. WITHOUT LIMITATION OF THE FOREGOING, RAPTORMED.COM EXPRESSLY DOES NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. YOU ASSUME RESPONSIBILITY FOR SELECTING THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE RESULTS OBTAINED FROM YOUR USE OF THE SOFTWARE. YOU SHALL BEAR THE ENTIRE RISK AS TO THE QUALITY AND THE PERFORMANCE OF THE SOFTWARE.

#### **7. Limitation of Liability**

IN NO EVENT SHALL RAPTORMED.COM BE LIABLE TO YOU OR ANY PARTY RELATED TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE

DAMAGES OR LOST PROFITS, EVEN IF RAPTORMED.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 8. General Terms

**8.1. Governing Law and Choice of Forum.** This Agreement shall be governed by and interpreted in accordance with the laws of the state of Alabama, USA, without regard to the conflicts of law rules thereof. Any claim or dispute arising in connection with this Agreement shall be resolved in the federal or state courts situated within the state of Alabama. To the maximum extent permitted by law, you hereby consent to the jurisdiction and venue of such courts and waive any objections to the jurisdiction or venue of such courts.

**8.2. Severability.** If any term or provision of this Agreement is declared void or unenforceable in a particular situation, by any judicial or administrative authority, this declaration shall not affect the validity of enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation.

**8.3. Survival.** Articles 2, 5, 6, 7, and 8 of this Agreement and all Sections thereof, shall survive the termination of this Agreement, regardless of the cause for termination, and shall remain valid and binding indefinitely.

**8.4. Headings.** The Article and Section headings contained in this Agreement are incorporated for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

**8.5. No Waiver.** The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

**8.6. Amendment.** RAPTORMED.COM reserves the right, in its sole discretion, to amend this Agreement from time to time. If there is a conflict between this Agreement and the most current version of this Agreement, posted at [www.raptormed.com](http://www.raptormed.com), the most current version will prevail. If you do not accept amendments made to this agreement, then this license will be immediately terminated pursuant to Section 4.

**8.7. Taxes.** You shall, in addition to the license fees required under this Agreement, pay all applicable sales, use, transfer, or other taxes and all duties, whether national, state, or local, however designated, that are levied or imposed by reason of the transaction contemplated under this Agreement, excluding income taxes on the net profits of RAPTORMED.COM. You shall reimburse RAPTORMED.COM for the amount of any such taxes or duties paid or incurred directly by RAPTORMED.COM as a result of this transaction.

## 9. Support

In order to support RaptorMed, a representative from RaptorMed.com will periodically need remote access to your RaptorMed server machine. This is usually achieved via the use of any one of the commercially available remote desktop access/screen sharing applications (i.e. Join.me, WebX, LogMeIn,

or Windows RDC). IF THIS ACCESS CANNOT BE ALLOWED OR IS NOT AVAILABLE, THEN SUPPORT FOR THE RAPTORMED SYSTEM WILL NOT BE POSSIBLE.

Please initial here to acknowledge that you have read and understand this section: \_\_\_\_\_.

For multiple-workstation installations, a properly functioning local area network (LAN) is required. While RaptorMed.com can help support you when problems arise, the customer is ultimately responsible for the LAN. THE RAPTORMED SYSTEM WILL NOT WORK PROPERLY WITHOUT A FUNCTIONING LAN.

Please initial here to acknowledge that you have read and understand this section: \_\_\_\_\_.

You are responsible for backing up and securing your data. RaptorMed.com will assist in setting up procedures for backing up your data but you are ultimately responsible for making sure your data is secure.

Please initial here to acknowledge that you have read and understand this section: \_\_\_\_\_.

Current issues:

_____	_____
_____	_____
_____	_____

Customer	Orange Beach Wildlife Center
Installation date	TBD
Software version	TBD
Setup fee and initial license	Not to exceed \$3500
Initial license expiration date	TBD
Renewal license	\$ 1100 per year

\_\_\_\_\_  
David Scott, RaptorMed.com

Date \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_



**REGULAR COMMITTEE OF THE WHOLE MEETING  
JANUARY 20, 2026**

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**Departments:** City Clerk

**Description of Topic:** Resolution authorizing the execution of a service agreement with Motorola Solutions, Inc., for maintenance and support of Motorola software and equipment for the Police Department. (TJ/SC)

**Background/Description:**

**Action Options/Recommendation:**

**Source of Funding (if applicable):**

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**ATTACHMENTS:**

1. 02-03-26 26-xxx Authorize Service Agreement Motorola Police
2. 2026.01.01 Service Agreement Motorola Solutions Police

**RESOLUTION NO. 26-xxx**

**A RESOLUTION AUTHORIZING THE EXECUTION OF  
SERVICE AGREEMENT WITH MOTOROLA SOLUTIONS, INC.,  
FOR MAINTENANCE AND SUPPORT OF MOTOROLA SOFTWARE AND EQUIPMENT  
FOR THE POLICE DEPARTMENT**

---

FINDINGS:

1. The City of Orange Beach Police Department utilizes Motorola Solutions, Inc. (hereinafter “Motorola”), software and equipment in their daily operations. This technology requires specialized maintenance and support directly from Motorola.
2. The City of Orange Beach, Alabama (hereinafter the “City”) and Motorola have reached an agreement whereby Motorola will provide maintenance and support to the Orange Beach Police Department for the equipment and software purchased directly from Motorola in exchange for compensation as described therein.
3. 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.

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 following agreement in substantially the form and substantially the content now before the City Council between the City of Orange Beach, Alabama, and Motorola Solutions, Inc., as an act or 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 3<sup>rd</sup> DAY OF FEBRUARY, 2026.

\_\_\_\_\_  
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. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on February 3, 2026.

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



# SERVICE AGREEMENT

500 W Monroe Street  
 Chicago, IL. 60661  
 (888) 325-9336

Quote Number : QUOTE-3139586  
 Contract Number: USC000198552  
 Contract Modifier: R22-MAY-2025 20:05:10

Date:12/02/2025

Company Name: ORANGE BEACH, CITY OF
Attn:
Billing Address: P O BOX 458
City, State, Zip: ORANGE BEACH , AL, 36561
Customer Contact:
Phone:

Required P.O. :  
 PO # :  
 Customer # :1036398099  
 Bill to Tag # :  
 Contract Start Date :01-Jan-2026  
 Contract End Date :31-Dec-2028  
 Payment Cycle :ANNUALLY

Qty	Service Name	Service Description	Extended Amt
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	
	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING	
	SVC02SVC0343A	RELEASE IMPACT TRAINING	
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	
	LSV01S01109A	ASTRO SYSTEM ADVANCED PLUS PACKAGE	
		Subtotal - Recurring Services	\$81,200.00
		Subtotal - One-Time Event Services	\$0.00
		Total	\$81,200.00
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA			

**SPECIAL INSTRUCTIONS AND PRICING:**

2025-2026- \$26,000  
 2026-2027- \$27,100  
 2027-2028- \$28,100

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at [https://www.motorolasolutions.com/en\\_us/managed-support-services/cybersecurity.html](https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html)) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

\_\_\_\_\_  
 AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

\_\_\_\_\_  
 CUSTOMER (PRINT NAME)



# SERVICE AGREEMENT

500 W Monroe Street  
Chicago, IL. 60661  
(888) 325-9336

Quote Number : QUOTE-3139586  
Contract Number: USC000198552  
Contract Modifier: R22-MAY-2025 20:05:10

<i>Mike Williams</i>	Customer Support Manager- Alabama	06-03-2025
MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
Mike Williams	205-965-9153	
MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE	

Company Name : ORANGE BEACH, CITY OF  
 Contract Number : USC000198552  
 Contract Modifier : R22-MAY-2025 20:05:10  
 Contract Start Date : 16-Dec-2025  
 Contract End Date : 15-Dec-2028

500 W Monroe Street  
Chicago, IL. 60661  
(888) 325-9336

Quote Number : QUOTE-3139586  
Contract Number: USC000198552  
Contract Modifier: R22-MAY-2025 20:05:10

## Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

### Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

### Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

### Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

### Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

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Quote Number : QUOTE-3139586  
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Contract Modifier: R22-MAY-2025 20:05:10

5.3 This Agreement pricing provided does not take into account prevailing wage requirement. Should prevailing wage regulations be applicable to this project, the pricing shall be subject to change to reflect compliance with those regulations.

#### **Section 6. TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

#### **Section 7. CUSTOMER CONTACT**

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

#### **Section 8. INVOICING AND PAYMENT**

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

#### **Section 9. WARRANTY**

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **Section 10. DEFAULT/TERMINATION**

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

500 W Monroe Street  
Chicago, IL. 60661  
(888) 325-9336

Quote Number : QUOTE-3139586  
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Contract Modifier: R22-MAY-2025 20:05:10

**Section 11. LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

**Section 12. EXCLUSIVE TERMS AND CONDITIONS**

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

**Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

**Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

**Section 15. COVENANT NOT TO EMPLOY**

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

**Section 16. MATERIALS, TOOLS AND EQUIPMENT**

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

**Section 17. GENERAL TERMS**

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

500 W Monroe Street  
Chicago, IL. 60661  
(888) 325-9336

Quote Number : QUOTE-3139586  
Contract Number: USC000198552  
Contract Modifier: R22-MAY-2025 20:05:10

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Sept 03, 2022

500 W Monroe Street  
Chicago, IL. 60661  
(888) 325-9336

Quote Number : QUOTE-3139586  
Contract Number: USC000198552  
Contract Modifier: R22-MAY-2025 20:05:10

## Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

**1. Applicability and Self Deletion.** This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.

**NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.**

**2. Online Terms Acknowledgement.** The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

**3. Entire Agreement.** This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

**4. Execution and Amendments.** This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The Parties hereby enter into this Acknowledgement as of the last signature date below.

Revised Sept 03, 2022



**REGULAR COMMITTEE OF THE WHOLE MEETING  
JANUARY 20, 2026**

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**Departments:** City Clerk

**Description of Topic:** Resolution authorizing execution of Amendment No. 1 to the Cooperative Service Agreement with the U.S. Department of Agriculture to supplement nuisance wildlife control services. (PW/TT)

**Background/Description:**

**Action Options/Recommendation:**

**Source of Funding (if applicable):**

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**ATTACHMENTS:**

1. 02-03-26 26-xxx Authorize Cooperative Service Agreement Amendment USDA Nuisance Wildlife Control Services
2. 2026.01.16 Cooperative Service Agreement Amendment USDA Wildlife Services

**RESOLUTION NO. 26-xxx**

**A RESOLUTION AUTHORIZING EXECUTION OF  
AMENDMENT NO. 1 TO THE COOPERATIVE SERVICE AGREEMENT  
WITH THE U.S. DEPARTMENT OF AGRICULTURE  
TO SUPPLEMENT NUISANCE WILDLIFE CONTROL SERVICES**

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FINDINGS:

1. The City of Orange Beach, Alabama (hereinafter the “City”) has a robust wildlife environment, the management of which from time to time necessitates the services of the U.S. Department of Agriculture Animal and Plant Health Inspection Service Wildlife Service (hereinafter “APHIS-WS”) agency professionals.
2. APHIS-WS has statutory authority to cooperate with local jurisdictions to conduct a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.
3. On April 15, 2025, City Council adopted Resolution No. 25-094 authorizing the execution of a cooperative service agreement with APHIS-WS to supplement nuisance wildlife control services. The Agreement is currently set to expire on April 15, 2026.
4. The City of Orange Beach and the U.S. Department of Agriculture mutually agree to extend the term of the existing agreement to expire on January 1, 2027, and to increase the funding threshold from the City by an additional Six Thousand Dollars (\$6,000.00)- for a total of Twelve Thousand Dollars (\$12,000.00)- as detailed in the Financial Plan.
5. After having reviewed the attached Amendment (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 Amendment in substantially the form and of substantially the content now before the Council between the City of Orange Beach and the U.S. Department of Agriculture Animal & Plant Health Inspection Service Wildlife Services as an act for and on behalf of the City of Orange Beach subject to final approval by the City Attorney;
2. That the Orange Beach City Council authorizes payment to APHIS-WS in the amount not to exceed \$12,000 for costs of service provided; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 3<sup>rd</sup> DAY OF FEBRUARY, 2026.

\_\_\_\_\_  
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. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on February 3, 2026.

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

**Amendment No.1**  
**COOPERATIVE SERVICE AGREEMENT**  
Between  
**City of Orange Beach**  
And  
**The DEPARTMENT OF AGRICULTURE (USDA)**  
**ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)**  
**WILDLIFE SERVICES (WS)**

Under the provisions of Articles 3, 6 and the Financial Plan, City of Orange Beach and USDA, APHIS, Wildlife Services mutually agree to revise Cooperative Service Agreement No. 25-7201-0146-RA as follows:

This revision ("Amendment No. 1") extends the expiration date to January 1, 2027.

**ARTICLE 3**

The Cooperator agrees to provide an additional \$6,000.00 for costs of services as indicated on the below Financial Plan. The Financial Plan includes cost over the entire agreement period.

It is further understood by and between the parties that, in all other respects, the terms, conditions, and provisions of the Agreement shall remain in full force and effect.

**COOPERATOR**

\_\_\_\_\_  
Tony Kennon, Mayor  
City of Orange Beach  
PO Box 2432  
Orange Beach, AL 36561

\_\_\_\_\_  
Date

**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**ANIMAL AND PLANT HEALTH INSPECTION SERVICE**  
**WILDLIFE SERVICES**

\_\_\_\_\_  
Leif Stephens  
State Director  
Alabama

\_\_\_\_\_  
Date

**FINANCIAL PLAN**

Cost Element	Full Cost
Personnel Compensation	\$ 8,777.03
Vehicles	\$ 471.88
Equipment	\$ 188.75

Subtotal (Direct Charges)	\$	9,437.67
Indirect Costs	16.15%	\$ 1,038.14
Pooled Job Cost	11.00%	\$ 1,524.18

Agreement Total	\$	12,000.00
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\*The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$12,000.00

\*\*Personnel compensation shall be calculated at an hourly rate between \$30.00 per hour and \$45.00 per hour depending on the qualification of personnel required- Specialist or Biologist- for a specific activity. Equipment needed shall be billed at the cost incurred.



**REGULAR COMMITTEE OF THE WHOLE MEETING  
JANUARY 20, 2026**

---

**Departments:** City Clerk

**Description of Topic:** Resolution authorizing execution of a task order with Lose of Tennessee, PLLC, to provide professional design services for the Orange Beach Aquatics Center Renovation Project in an amount not to exceed \$781,700. (NA)

**Background/Description:**

**Action Options/Recommendation:**

**Source of Funding (if applicable):**

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**ATTACHMENTS:**

1. 02-03-26 26-xxx Authorize Task Order Lose Design Aquatics Center Renovation
2. 2026.01.16 Task Order Lose of Tennessee Aquatic Center Renovations Design

**RESOLUTION NO. 26-xxx**

**A RESOLUTION AUTHORIZING EXECUTION OF A  
TASK ORDER WITH LOSE OF TENNESSEE, PLLC  
TO PROVIDE PROFESSIONAL DESIGN SERVICES FOR THE  
ORANGE BEACH AQUATICS CENTER RENOVATION PROJECT  
IN AN AMOUNT NOT TO EXCEED \$781,700**

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FINDINGS:

1. The Orange Beach City Council, by Resolution No. 25-090 adopted April 15, 2025, approved a contract with Lose and Associates, Inc., doing business as Lose Design, to provide conceptual design to renovate and expand the Aquatics Center.
2. Conceptual design has since been completed.
3. The City's Parks and Recreation Director has submitted a Task Order (attached Exhibit A) for Council approval of Phase 1.
4. Phase 1 of the proposed Task Order requires Lose of Tennessee, PLLC, to provide professional design services, construction documents, and bid assistance services.
5. The scope of work described in the Task Order is authorized by the Contract and furthers public health, safety, and welfare.

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

1. That the Mayor is hereby authorized to execute the amended Task Order as presented to Council between the City of Orange Beach and Lose of Tennessee, PLLC, on behalf of the City of Orange Beach subject to final approval by the City Attorney;
2. That the City Council authorizes payment in an amount not to exceed \$781,700.00 to Lose of Tennessee, PLLC, to complete the Task Order as presented; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 3<sup>rd</sup> DAY OF FEBRUARY, 2026.

\_\_\_\_\_  
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. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on February 3, 2026.

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



## CONSTRUCTION DOCUMENT PROPOSAL

**Project Name:** Orange Beach Aquatic Center Renovations  
 Professional Design Services  
**Lose Project #:** 24137-1  
**Date:** 01-12-2026  
 01-14-2026 (rev 1)

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### **DESCRIPTION**

Provision of professional design services for development of construction documents, permitting services, bidding assistance services and construction related services as described below.

### **SCOPE OF SERVICES**

The City of Orange Beach, AL wishes to implement master plan improvements (September 2025) for the Orange Beach Aquatic Center, located at 4853 S Wilson Blvd, Orange Beach, AL 36561 (Baldwin County PINs 200239, 44279, 103759, 82144 and 103602). Master Plan elements that are anticipated to be carried forward include:

#### *Phase 1*

- New Leisure Pool;
- Aquatic Support Building
- Maintenance Access Road
- Administration Wing Expansion (existing Aquatic Center Building)
- Site infrastructure, grading and drainage, lighting and landscaping

#### *Phase 2*

- New Competition Pool;
- Pump Building conversion to Storage
- Lifeguard Room conversion to Concessions (existing Aquatic Center Building)
- Locker Room expansion (existing Aquatic Center Building)
- New Indoor Sauna
- New Awnings and Shade Sails
- Site infrastructure, grading and drainage, lighting and landscaping

#### *Phase 3 (Future)*

- Tower Slide

The improvements listed in all three phases will be designed and coordinated for phased implementation and permitted as a single development package. Bidding assistance services and construction related services will be provided for Phase 1 elements only.

Lose of Tennessee, PLLC has developed the following Project Approach to accomplish the goals of this project:

**LOSE OF TENNESSEE, PLLC | 2809 FOSTER AVE NASHVILLE, TN 37210 | 615-242-0040**

**Page 1 of 6**



## PROJECT APPROACH

### TASK 1- PROJECT INITIATION

To initiate the project, we will meet with the Client Team to revisit the project scope, review the schedule, and establish key delivery dates. This meeting will provide the opportunity to identify known issues and concerns, to gain an overview of the City's resources and to discuss specific areas that may require special attention during the planning process. We will also coordinate with the Client Team to collect applicable background data (i.e., surveys, reports, and other related documents) required to develop the plans.

Prior to this meeting we will submit a programming questionnaire to the Client Team to review desired materials, finishes, systems, equipment, controls, etc. We would request that the City provide written responses to the programming questionnaire in advance of the initial meeting to streamline discussions.

### TASK 2- SCHEMATIC DESIGN SERVICES

This preliminary design phase will evaluate the scope of work to be accomplished in relation to the budget. Plans for the building, structures, site work, utilities, and other systems will be developed to a schematic level. During this process, we will facilitate an initial coordination meeting (virtual) with permit staff to listen to their early suggestions on the plans. We will adjust aspects of the property master plan as necessary to meet the initial feedback received from regulatory agencies and develop schematic plans, along with a preliminary opinion of probable cost for the project. As the plans are completed, we will hold a review meeting with your team.

### TASK 3- DESIGN DEVELOPMENT SERVICES

Following the input from the schematic design meeting, team architects will continue on building/structure designs and begin to employ the services of our mechanical, plumbing, electrical, and structural engineering partners as needed. Team civil engineers and landscape architects will continue site work, including utility, grading and stormwater designs and coordination with permitting and regulatory officials. Team landscape architects will continue developing site plan features.

As this draws to a close, a 75% complete design development documents review meeting will be held, and the design team will present the plans and



revised supporting opinions of probable cost. The new cost numbers will be compared to the overall project budget to determine if any modification to the project program is needed. If opinions of probable cost exceed budget funding, your team will be asked to identify elements for later phasing consideration.

#### **TASK 4- CONSTRUCTION DOCUMENT SERVICES**

Following the receipt of the design development review comments, recommended changes will be made, and preparation of the 95% construction documents/permit submittal documents will begin. We will continue coordination with requisite permitting agencies. The plans and updated opinions of probable cost will be presented to your team for a 95% review meeting. Following that meeting, our team members will incorporate any final revisions and prepare the plans for incorporation into an initial permit application package.

#### **TASK 5- PERMITTING SERVICES**

Upon completion of the final revisions, our team members will assemble and coordinate permit application packages to be submitted to the requisite permit agencies for review. Comments received from permit officials will be forwarded to your team along with the recommended remedial action proposed by the design team. Plans will then be modified to reflect codes comments and will be resubmitted to the codes officials for approval. Our services assume we will provide up to two revisions for each application package. Upon receipt of approved plans from codes officials, the project will be ready for bidding. We will update our opinions of probable cost to reflect the changes that occurred.

#### **TASK 6- BID ASSISTANCE SERVICES**

Bid drawings, along with a bid specification manual, will be prepared for the project. In preparing the bid documents, Lose will work in conjunction with City staff to prepare the form of agreement between owner and contractor to be included in the bid package. We will investigate potential alternate bid items and coordinate those with your team for inclusion in the bid. It is understood that the City will develop Division 01 specifications for inclusion in the project manual. During the bid process, the City will facilitate distribution of plans. We will attend and assist in facilitating a pre-bid meeting for the prospective contractors. We will respond to contractor questions and issue clarifications for inclusion in addenda, which will be distributed by the City. During the bidding process, we will not review substitution requests from prospective contractors. We will assist your team in analyzing contractor bids and in the contract award.



## **TASK 7- CONSTRUCTION ADMINISTRATION SERVICES**

During construction we will meet approximately once each month with your team and the contractor to discuss construction progress, observe site conditions and clarify matters for the contractor. Some of these meetings will be attended by various staff, depending on the progress of construction and items needing review.. We will prepare minutes of the meeting's discussions and findings. At key periods of construction, various team members responsible for specific portions of the project design will attend meetings as necessary to their trade. Each month, we will review and approve the contractor's applications for payment. As they are submitted, we will review shop drawings, material submittals (submittals will be reviewed up to two times, each). We will also assist in responding to contractor requests for information and change order requests (both from owner and contractor). As the project draws to a close we will perform construction closeout review and coordinate with the contractor to collect contractor's occupancy certificates, warranties, as-built information, O&M manuals, lien releases, etc.

We assume a construction administration services period of up to eight (8) months for Substantial Completion and an additional one (1) month to Final Completion, following the City's issuance of a Notice to Proceed to the Contractor.

### **ADDITIONAL SERVICES**

Only items of work specifically called out under the Scope of Services section of this agreement are to be performed for the specified fees as a part of the contract. The Design Professional will consider any items not so specified as "Additional Services" and will perform those services upon request on an hourly fee basis. Such Additional Services may include, but are not limited to, the following:

- Professional rendering services and 3D modeling/imagery;
- Additional site visits or meetings;
- Changes in drawings, specifications, or other documents required by the Client after acceptance of progress documents and final construction documents by the Client;
- Other items requested by the Client not included elsewhere in this agreement;
- Additional Construction Administration Services beyond the specified period of construction.
- Professional Services other than those listed in the above Scope of Services;
- FEMA floodplain modeling; LOMR/CLOMR services;
- Traffic Engineering Services;
- Detailed Cost Estimating Services;



- Detailed Construction Inspections other than those listed in the Scope of Services;
- Material Testing Services;
- As-constructed Record Drawings;
- Conformed Set Drawings and Project Manual

### **EXCLUSIONS**

The following services are hereby excluded from the Scope of Services:

- Fees associated with the development including, but not limited to, permit review, impact fees, inspection fees, etc.;
- Hazardous materials testing or permitting related to their abatement.

### **PROJECT SCHEDULE**

Based on the proposed scope of services, we anticipate the following design phase schedule:

- Project Initiation, Schematic Design, Design Development and Construction Document Services: 6-7 months
- Permitting Services: 1-2 months (budgeted, TBD)
- Bid Assistance Services: 2-3 months (budgeted, TBD)
- Construction Administration Services: 9-10 months



## PROJECT FEES

### BASE FEE

We propose to provide the scope of services described herein into two phases of services, as follows:

#### PHASE 1

LUMP SUM FEE SERVICES will be provided for the tasks listed below and will be charged monthly as a percentage of completion:

TASK 1: PROJECT INITIATION	\$54,325.00
TASK 2: SCHEMATIC DESIGN SERVICES	\$132,675.00
TASK 3: DESIGN DEVELOPMENT SERVICES	\$215,300.00
<u>TASK 4: CONSTRUCTION DOCUMENT SERVICES</u>	<u>\$254,500.00</u>
Subtotal (Lump Sum):	\$656,800.00

HOURLYLY FEE SERVICES will be provided for the tasks listed below at our current hourly rates towards the following not to exceed budgets for each task:

TASK 5: PERMITTING SERVICES	\$72,800.00
<u>TASK 6: BID ASSISTANCE SERVICES</u>	<u>\$52,100.00</u>
Subtotal (Hourly):	\$124,900.00
<b>PHASE 1 TOTAL:</b>	<b>\$781,700.00</b>

Standard out-of-pocket expenses for both phases will be charged as reimbursables.

#### PHASE 2

HOURLYLY FEE SERVICES will be provided for the tasks listed below at our current hourly rates towards the following not to exceed budgets for each task:

<u>TASK 7: CONSTRUCTION ADMIN. SERVICES</u>	<u>\$213,200.00</u>
<b>PHASE 2 TOTAL:</b>	<b>\$213,200.00</b>

Standard out-of-pocket expenses for both phases will be charged as reimbursables.

### ADDITIONAL SERVICES

Any requested additional services and reimbursable expenses associated with those additional services will be charged at our current hourly rates.



**REGULAR COMMITTEE OF THE WHOLE MEETING  
JANUARY 20, 2026**

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**Departments:** City Clerk

**Description of Topic:** Resolution authorizing execution of a performance contract with Sally Wyrick for water aerobics instruction at the Aquatics Center. (NA/JL)

**Background/Description:**

**Action Options/Recommendation:**

**Source of Funding (if applicable):**

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**ATTACHMENTS:**

1. 02-03-26 26-xxx Authorize Performance Contract Sally Wyrick Water Aerobics Aquatics Center
2. 2026.01.12 Performance Contract Sally Wyrick Aerobics Aquatics Center

**RESOLUTION NO. 26-xxx**

**A RESOLUTION AUTHORIZING EXECUTION OF A  
PERFORMANCE CONTRACT WITH SALLY WYRICK  
FOR WATER AEROBICS INSTRUCTION AT THE AQUATICS CENTER**

---

FINDINGS:

1. The City of Orange Beach has reached an agreement (attached Exhibit A) with Sally Wyrick whereby Sally Wyrick will provide water aerobics instruction at the Orange Beach Aquatics Center.
2. After having reviewed the 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 and City Clerk to execute and attest, respectively, the agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and Sally Wyrick 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 3<sup>rd</sup> DAY OF FEBRUARY, 2026.

\_\_\_\_\_  
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. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on February 3, 2026.

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

## PERFORMANCE CONTRACT

This Agreement is made and entered into by and between the City of Orange Beach, an Alabama municipal corporation (the “City”) and Sally Wyrick, an individual (sometimes hereinafter “Contractor”), as follows:

1. Recitals:

- a. Contractor is a water aerobics instructor who provides instruction.
- b. The City desires to engage Contractor to provide such services for the benefit of Orange Beach residents and visitors.
- c. In consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties do hereby covenant and agree as follows.

2. Contractor’s Obligations:

- a. Contractor shall offer water aerobics classes at the Orange Beach Aquatics Center on an as needed basis.
- b. Contractor must possess a current certification from (at least) one of the following nationally recognized certifying agencies: Aquatic Exercise Association (AEA), United States Water Fitness Association (USWFA), FiTour, and/or YMCA. (Certifications from organizations not listed may be accepted, pending approval by the Aquatics Center Coordinator).
- c. Contractor must have an Orange Beach Business License.
- d. Contractor will conduct each class scheduled, regardless of the number of participants present at the scheduled class time.
- e. Pre-determined cancellations must be decided no less than two hours prior to class time pursuant to the following policy:
  - i. Instructors may make recommendations for cancellations in cases of emergencies, illness, weather, or other unforeseen circumstances that may prevent them from conducting their scheduled classes.
  - ii. The final decision regarding cancellations will be made by the Aquatics Facility Director to ensure operational consistency.
  - iii. Instructor/s must notify the Aquatics Facility Director as soon as possible in the event of a potential cancellation. Advance notice allows for appropriate arrangements to be made to minimize disruption to the schedule.
  - iv. Whenever possible, substitute instructors should be used to minimize the impact on the community and ensure continuity of service.
  - v. Failure to adhere to this cancellation policy may result in penalties, including but not limited to a reduction in scheduled hours or termination of instructor’s contract.
  - vi. The City of Orange Beach reserves the right to cancel classes, combine or divide classes, change the time, date or place of classes, change the contract instructor and make other changes which become necessary for the best interests of the City and its participants.
- f. Contractor will hold classes for a minimum of fifty minutes.

3. City's Obligations:
  - a. City agrees to make available during normal operational hours lanes 5 and 6 and the deep end of the Aquatics Center for the Contractor to teach classes.
  - b. City agrees to provide all necessary equipment for Contractor's water aerobic classes.

4. Compensation:

Contractor will be paid at a fixed rate of \$30.00 per class on a bi-weekly basis. If inclement weather occurs during a class time, the current class will be cancelled, and the instructor will be paid for the full hour. This does not include pre-determined cancellations.

5. Term:

The term of this agreement shall begin on February 3, 2025, and end on November 26, 2025, unless terminated earlier in accordance with paragraph 11. This agreement may be renewed annually by resolution adopted by the City Council. Classes will not be held during the months of January and December.

6. Independent Contractor:

- a. Notwithstanding any of the provisions of this Agreement, it is agreed that City has no financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor, nor shall Contractor at any time or times use the name or credit of City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.
- b. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an Independent Contractor in every respect and shall take all steps at its own expense, as City may from time-to-time request, to indicate that it is an Independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefor.

7. Assignment:

Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City; which such consent shall be granted or denied solely at City's discretion.

8. Insurance:

- a. Contractor shall procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor under this Agreement, including the following, at a minimum:
  - i. Worker's compensation insurance as required by law; and
  - ii. Commercial general liability insurance with minimum coverage limits of \$100,000 per person and \$500,000 per occurrence, naming the City of Orange Beach and the City's officers, employees, and consultants as additional insured. The policy shall be with a carrier and in a form acceptable to the City at the City's sole discretion.
- b. Any insurance carried by the City, its officers, or its employees or contractors is excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

c. Contractor shall provide to the City a Certificate of Insurance as evidence that required policies are in full force and effect.

9. Indemnity:

Contractor agrees to indemnify and hold the City, its elected and appointed officials, officers, agents, and employees, harmless from all costs, liabilities and claims for damages of any kind, including interest and attorneys' fees, arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. This section is not as to third parties or to anyone a waiver of any defense of immunity or statutory damages cap otherwise available to Contractor or City and these defenses and matters may be raised in the City's behalf in any action or proceeding arising from this Agreement.

10. Compliance with Law:

Contractor hereby agrees to comply strictly with all the laws of the State of Alabama and of the United States, and the laws and ordinances of any other jurisdiction in which contractor may perform any work pursuant to this agreement.

11. Termination:

This agreement may be terminated by either party for any reason upon one (1) week notice of the intent to terminate.

12. Final Agreement:

This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

13. Modifications:

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.

14. Severability:

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

15. Law Governing:

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Baldwin County, Alabama.

16. Permits, Licensing, etc:

Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorizations and assurances necessary in order to abide by the terms of this Agreement.

17. Confidentiality:

Contractor (including its employees, agents, subcontractors) acknowledges that all confidential business and personal information ("Protected Information") that it may obtain while performing services for the City, is deemed confidential and proprietary to the City. During Contractor's tenure

with the City, Contractor agrees to use Protected Information only and strictly as required to perform its services on behalf of the City. Contractor will not disclose Protected Information to any person or entity without the prior written consent of the City and the written agreement of any third party. Contractor agrees to refer any request for public information or records to the City Clerk, who is the custodian of records for the City and is responsible for the disclosure of public records in accordance with the public records laws of the state. Contractor agrees that it will not duplicate or incorporate Protected Information into its own records or databases and that after the conclusion of its services to the City all Protected Information in the Contractor's possession will be turned over to the City. Contractor agrees not to disclose, use, transfer, or transmit the information to any person or entity for any purpose whatsoever. This includes records, passwords, access codes, manuals, statistics, software, audio/video recordings, or storage disks of any kind containing Protected Information.

18. Notices:

All notices of cancellation, requests, demands, or other communications shall be in writing and duly delivered to the addresses appearing below.

City of Orange Beach:  
City Clerk  
Post Office Box 458  
Orange Beach, Alabama 36561

With Required Copy to:  
City Attorney  
Post Office Box 458  
Orange Beach, Alabama 36561

And to Contractor:  
Sally Wyrick  
26434 Caribe Drive  
Orange Beach, AL 36561

IN WITNESS WHEREOF, we have hereunto set our hands and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF ORANGE BEACH,  
An Alabama Municipal Corporation

By: \_\_\_\_\_  
Tony Kennon, Mayor

ATTEST:

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

CONTRACTOR

By: \_\_\_\_\_  
Sally Wyrick, an Individual

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned Notary Public in and for said County in said State, hereby certify that Tony Kennon and Renee Eberly, whose names as Mayor and City Clerk, respectively, of the City of Orange Beach, an Alabama Municipal Corporation, are signed to the foregoing agreement, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the above and foregoing, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipal corporation on the day the same bears date.

Given under my hand and seal on the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, the undersigned Notary Public in and for said County in said State, hereby certify that Sally Wyrick, an individual, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the above and foregoing, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal on the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



**REGULAR COMMITTEE OF THE WHOLE MEETING  
JANUARY 20, 2026**

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**Departments:** City Clerk

**Description of Topic:** Resolution authorizing execution of a service agreement with Kone Inc. for elevator maintenance at the Coastal Resources Office. (PW/TT)

**Background/Description:**

**Action Options/Recommendation:**

**Source of Funding (if applicable):**

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**ATTACHMENTS:**

1. 02-03-26 26-xxx Authorize Service Agreement Kone Coastal Resources Office Elevator
2. 2026.02.01 Service Agreement Coastal Resources Office Elevator

**RESOLUTION NO. 26-xxx**

**A RESOLUTION AUTHORIZING EXECUTION OF A  
SERVICE AGREEMENT WITH KONE INC.  
FOR ELEVATOR MAINTENANCE AT THE COASTAL RESOURCES OFFICE**

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FINDINGS:

1. The Coastal Resources Office located at 4697 Walker Avenue is in need of routine elevator repair and maintenance services.
2. The City’s Coastal Resources Director of Operations has submitted an agreement (attached Exhibit A) for routine repair and maintenance of the elevator at the Coastal Resources Office.
3. After having reviewed the 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 Mayor is hereby authorized to execute the agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and KONE Inc. 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 3<sup>rd</sup> DAY OF FEBRUARY, 2026.

\_\_\_\_\_  
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. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on February 3, 2026.

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

"Purchaser"):

COASTAL RESOURCES  
4697 WALKER AVE  
ORANGE BEACH, AL 36561

*Dedicated to People Flow™*



Service Location  
("Premises"):  
COASTAL  
RESOURCES4697  
WALKER AVEORANGE  
BEACH, AL 36561

KONE Inc. ("KONE")  
30604 Sgt. E.L. "Boots"  
Drive  
Spanish Fort, AL 36527

TENDER DATE: 1-2-2026

EFFECTIVE DATE: February 1, 2026

## SCOPE OF SERVICES

### 1. EQUIPMENT DESCRIPTION; Equipment #'s: 20070818

Manufacturer	Type	Sub-Type	Count
Savaria	Hydraulic		1

### 2. SERVICES

KONE will perform maintenance visits to examine, maintain, adjust, and lubricate the components listed below. In addition, KONE will repair or replace the components listed below, unless exclusion or limited scope language exists elsewhere in this Agreement. All other work related to the equipment is Purchaser's responsibility unless specifically noted elsewhere in this Agreement, or unless Purchaser has separately contracted with KONE for the work.

#### A. Hydraulic Elevators

1. **Relay Logic Control System**  
All control system components.
2. **Microprocessor Control System**  
All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.
3. **Power Unit**  
Pump, motor, valves, and all related parts and accessories.
4. **Hoistway and Pit Equipment**  
All elevator control equipment and buffers.
5. **Rails and Guides**  
Guide rails, guide shoe gibs, and rollers
6. **Wiring**  
All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.
7. **Door Equipment**  
Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.
8. **Manual Freight Door Equipment**  
Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.
9. **Power Freight Door Equipment**  
Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.
10. **Hydraulic System Accessories**  
Exposed piping, fittings accessories between the pumping unit and the jack, jack packing, hydraulic fluid, and any heating or cooling elements installed by the original equipment manufacturer ("OEM") for controlling fluid temperature.
11. **Signals and Accessories**  
Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.
12. **Car Equipment**  
All elevator control system components on the car.

### 3. TESTING

KONE is not obligated to: perform safety tests other than those specified herein; perform any work required by new or retroactive code changes; perform tests required or correct outstanding violations or deficiencies identified prior to the effective date. Unless specifically provided for in this section; a written Maintenance Control Plan (MCP) and documented testing procedures are not included, even when required by current code, as such that code may be changed or amended from time to time by local jurisdictions. KONE is not responsible for providing documentation onsite, as all reporting and testing records are available digitally.

#### 4. HOURS OF SERVICE

All services described above in this Agreement will be performed during the regular working hours of the regular working days of the elevator or escalator trade in the location where the services are performed, unless otherwise specified in the Agreement.

#### 5. SERVICE REQUESTS (CALLBACKS)

In addition to the work described in the Scope of Services section, this Agreement covers requests for service during the regular working hours of the regular working days of the elevator trade. Service requests are defined as services that require immediate attention and that are within the scope of services and not excluded from the scope of services as provided below. Service requests outside the scope of services will be billed separately at KONE's then current labor rates and material prices plus mileage and incidentals. Any rates and lump sum amounts are not subject to audit. Service requests that require more than one technician or more than two hours to complete will be treated as a repair and scheduled in accordance with the Hours of Service section above. Purchaser agrees that KONE may perform service requests made by any person that KONE believes is authorized by Purchaser to make such requests. If Purchaser requests separate services on overtime, Purchaser will be charged KONE's hourly billing rate for each overtime hour.

#### 6. REPORTING SERVICES

KONE may provide Purchaser with access to KONE's online reporting tool. Based on the Purchaser's user access, Purchaser can view information about the performance and service of the Equipment. KONE may provide Purchaser with automatic email notifications that provide information on work performed.

#### 7. EXCLUSIONS

The following are excluded from the scope of services:

##### A. GENERAL

1. KONE is not obligated to: removal of water or excessive debris from the pit; make replacements or repairs necessitated by fluctuations in the building power systems, adverse machine room or environmental conditions (including without limitation temperature variations below 50 degrees or above 90 degrees Fahrenheit) or humidity greater than 95% relative humidity, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, acts or mandates of government, labor disputes, strikes, lockouts, or tampering with the equipment by any person other than a KONE representative, negligence or acts or omissions of the Purchaser or any third party, or any other cause beyond KONE's control.
2. KONE agrees to maintain the existing performance as designed and installed. KONE is not required under this Agreement to make changes in operation and/or control, subsequent to the date of this Agreement.
3. Notwithstanding anything contained to the contrary within this Agreement, KONE's work shall not include any abatement or disturbance of asbestos containing material (ACM), presumed asbestos containing materials (PACM), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). Any work in the affected area where reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from the HazMat is excluded from KONE's scope of work without an applicable change order to reflect the additional costs and time. In accordance with OSHA requirements, Purchaser shall inform KONE and its employees who will perform work activities in areas which contain HazMat of the presence and location of HazMat in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Purchaser warrants that KONE's work area at all times meets applicable OSHA permissible exposure limits (PELs). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be Purchaser's sole responsibility and expense. After any removal or abatement, Purchaser shall provide documentation that the HazMat has been abated from the KONE work area and air clearance reports shall be made available upon request prior to the start of KONE's work.
4. Nothing contained within this agreement shall be construed or interpreted as requiring KONE to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Purchaser shall be responsible to execute all waste manifests necessary to transport hazardous materials for disposal.

## **B. OBSOLESCENCE**

1. Component may become obsolete during the term of this Agreement. Obsolete components are not covered under this Agreement. KONE will provide Purchaser with a separate quotation for the price to replace obsolete components. Equipment modifications necessary to accommodate replacement of obsolete components are at the Purchaser's expense.
2. Components include without limitation any part, component, assembly, product, or firmware or software module. A component is obsolete when it can no longer be economically produced due to the cessation of consistent sources for materials, a loss or termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component costs beyond acceptable industry expectations drive alternative equipment upgrades, the support of product safety programs or conformance to codes or standards mandates that use of a component be discontinued in its entirety, the OEM designates the component as obsolete, or such component has been installed 20 or more years. No exception to the above will be made for a component designated as obsolete because it can be custom made or acquired at any price. KONE will not be required to furnish reconditioned or used components. After the component that replaces the obsolete component is installed, that component is covered under this Agreement unless it becomes obsolete.

## **C. ELEVATOR**

1. Refinishing, repairing, replacing, or cleaning of the: car enclosure; gates or door panels; door pull straps; hoistway enclosure; rail alignment; hoistway doors; door frames; sills; hoistway gates; flooring; power feeders, switches, and their wiring and fusing; car light diffusers; ceiling assemblies and attachments; smoke or heat sensors; fans; fireman's phone devices; intercoms; phone lines; music systems; media displays; card-readers or other security systems; computer monitoring systems; light tubes and bulbs; pit pumps; emergency power generators; hydraulic cylinder; unexposed piping; or disposal or clean-up of waste oil or contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE is not be obligated to perform or keep records of firefighter's service testing, unless specifically included in this Agreement.
2. The following is excluded : Communication Devices.

## **8. REMOTE MONITORING**

If the Equipment is equipped with remote monitoring capabilities, Purchaser gives KONE the right to utilize this functionality and the phone line to the Equipment to collect data related to the use and operation of the Equipment.

## **9. SAFETY**

Purchaser will provide a safe workplace for KONE personnel and safe access to the equipment, property and machine room areas and keep all machine rooms and pit areas free from water, stored materials and debris; remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations; post any and all instructions and warnings related to the use of the equipment. Purchaser will be solely responsible for proper use, for supervising the use of the equipment, and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

If in KONE's sole judgment the equipment presents a safety hazard to the riding public or KONE's technicians (including but not limited to Purchaser's act of creating or allowing unsafe practices or conditions or Purchaser's failure to authorize necessary repairs or upgrades), KONE may immediately terminate this Agreement in its entirety upon written notice. To the extent that KONE provides Purchaser with any oral or written account, report, information, or other statement identifying a safety issue with the equipment that is the subject of the Agreement or otherwise makes any recommendation or proposal to make a safety improvement or to address a safety issue related to such equipment, and Purchaser does not immediately approve KONE's proposal or recommendation, Purchaser agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Purchaser's failure to comply with KONE's recommendations and proposals, and any obligation on the part of KONE to indemnify or defend Purchaser with regard to such claim shall be null and void.

## **10. NOTICE OF MALFUNCTION OR INJURY**

As to any elevator or escalator equipment that is the subject of the Agreement, Purchaser will: (i) immediately shut down any such equipment that presents a potential safety hazard; and (ii) provide prompt verbal notice to KONE's Service Center of such hazard. Purchaser will immediately notify KONE's Service Center of any injury or accident in or about such equipment, followed by prompt written notice of such injury or accident. Any indemnity of Purchaser provided by KONE under the Agreement becomes null and void and will not be considered in interpreting the Agreement if Purchaser does not take the action or provide the notice required by this provision.

## **11. THIRD PARTY SERVICES**

- A. All services within the scope of this Agreement must be performed by KONE or its subcontractors, if any. If Purchaser causes or permits a third party to perform the same or substantially the same services required by this Agreement, Purchaser shall be deemed in breach of this Agreement and Purchaser waives all claims against KONE arising from or related to a third party's performance of such services.
- B. If Purchaser determines that it requires any services outside the scope of this Agreement, Purchaser will provide KONE with an opportunity to provide a quotation for such services or to meet any offer from a third party. If KONE agrees to meet a third party offer, Purchaser will enter into a separate contract with KONE for such services. If Purchaser elects to have a third party perform the services, KONE reserves the right to adjust the price of this Agreement.
- C. If a third party works on the equipment during the term of this Agreement, KONE reserves the right to inspect the equipment and may determine that re-work, different or additional work is required. Purchaser will reimburse KONE for the cost the inspection and any additional work required. If Purchaser declines to have KONE perform the additional work, KONE reserves the right to cancel the Agreement upon written notice to Purchaser.

## 12. NON-KONE EQUIPMENT

If the equipment covered under this Agreement was not manufactured by KONE (or a company acquired by KONE), Purchaser will: (i) provide KONE with a complete set of as-built wiring diagrams, (ii) Purchaser will procure and pay for replacement parts or proprietary diagnostic devices from the OEM, if requested by KONE, and (iii) provide Maintenance Control Plan (MCP) test procedures as required by current code, as that code may be changed or amended from time to time. KONE will reimburse Purchaser for the actual cost paid by Purchaser for OEM parts acquired at KONE's request. KONE is not responsible for any delays, damages, cost, or claims arising from or in connection with Purchaser's failure to provide OEM parts or proprietary diagnostic devices in a timely manner. Purchaser authorizes KONE to produce single copies of the EPROM and/or ROM chips for each unit for the sole purpose of an archive backup of the embedded software to allow for replacement of a defective or damaged chip. These will be stored on the building premises and the Purchaser retains possession.

# TERMS AND CONDITIONS

## 1. TERM AND TERMINATION

- A. This Agreement will commence on the effective date and continue for an initial period of FIVE (5) years and is non-cancelable. This Agreement will thereafter automatically renew for successive terms of FIVE (5) years. Either party may terminate this Agreement at the end of the initial FIVE (5) year term or at the end of any subsequent FIVE (5) year term by giving the other party no less than ninety (90) days nor more than one hundred twenty (120) days written notice, via certified mail, prior to the expiration date of the then current term of the Agreement.
- B. If a party materially breaches the Agreement, the other party shall provide written notice of the breach and a reasonable time under the circumstances to cure the breach, but in no event less than a thirty (30) days cure period. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Agreement upon fifteen (15) days written notice to the other party.

## 2. CANCELLATION

If Purchaser cancels or otherwise terminates the Agreement in any way inconsistent with the termination provisions of the Agreement, such cancellation will constitute a material breach of the Agreement. In such case, Purchaser will pay as a cancellation fee an amount equal to fifty percent (50%) of the balance of the total price owed for the remaining term of the Agreement. Notwithstanding anything to the contrary in the Agreement, the cancellation fee will be paid by Purchaser immediately upon receipt of KONE's invoice. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.

## 3. ASSIGNMENT

Either party may assign the Agreement to a third party upon thirty (30) days prior written notice to the other party subject to the terms of this provision. If Purchaser sells, leases or transfers ownership of the premises on which the Equipment is located to a new owner, Purchaser will promptly provide KONE with new owner's contact information and take all actions necessary to assign the Agreement to the new owner. Purchaser will promptly provide KONE with a copy of such assignment. Should the new owner fail to assume this Agreement, Purchaser shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this Agreement.

## 4. PRICE ADJUSTMENTS

If the term of the Agreement exceeds one (1) year, KONE may automatically adjust the price annually effective on the first maintenance invoice in each new calendar year. This adjustment will be equal to the percentage increase or decrease in KONE's straight time hourly labor cost. KONE's straight time hourly labor cost equals the sum of the straight time hourly rate plus the cost of fringe benefits and applicable taxes, including without limitation welfare, pension, vacation, paid holidays, insurance and other union contributions, paid to personnel where the Equipment is located. KONE reserves the right to add annual surcharges to the price of the Agreement, including without limitation, adjustments for the then current price of fuel and charges for disposal or other environmental requirements, such surcharges to be specified by KONE in its sole discretion and invoiced by KONE and paid annually by Purchaser.

## 5. PAYMENT TERMS

Payment is due net thirty (30) days from the date of the invoice. A charge of the greater of: (i) one and one half percent (1½%); or (ii) the maximum rate permitted by applicable law, will be applied to the unpaid balance. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.

## 6. SUSPENSION OF SERVICE

If Purchaser fails to pay any invoice within the specified payment terms or if Purchaser breaches any material provision of the Agreement, KONE may stop work or suspend its services under this Agreement and/or other contracts with the Purchaser until all invoices are current or Purchaser cures the breach. Any requests for service during the period of suspension of service or repairs necessitated by the lack of maintenance service will be invoiced by KONE and paid separately by Purchaser. If Purchaser fails to make timely payment, any indemnity provided by KONE under the Agreement is null and void as to any damages that arise during the suspension period for non-payment. Purchaser waives all claims against KONE arising from or related to suspension of service pursuant to this provision.

## 7. TAXES

Purchaser is responsible for the payment of all federal, state, or local taxes applicable to the services or materials provided under the Agreement.

## 8. INSURANCE AND INDEMNIFICATION

KONE will provide a standard insurance certificate.

To the extent permitted by law, each party will indemnify, defend, and hold the other party harmless from and against any and all claims, demands, actions, suits, proceedings, judgments, damages, loss, liabilities, costs, or expenses, including without limitation court costs and reasonable attorney's fees, arising from or related to the indemnifying party's sole negligence or willful misconduct in performance of the Agreement. Each party is responsible for its share of any comparative or contributory negligence without indemnity by the other party. Each party's indemnity obligations are expressly conditioned on the indemnified party: (i) giving the indemnifying party prompt written notice of each claim; (ii) promptly tendering to the indemnifying party the defense or settlement of each claim; and (iii) cooperating with the indemnifying party at the indemnified party's expense in defending or settling each claim. If an indemnified party does not comply strictly with the terms of this provision, the indemnifying party's indemnity obligations will become null and void and will not be considered in interpreting the Agreement.

## 9. LIMITATION OF LIABILITY

- A. Notwithstanding anything to the contrary in this Agreement, KONE's total liability to Purchaser under the Agreement is limited to \$ 1,000,000.
- B. In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature arising from or related to performance of the Agreement, including without limitation loss of profits, loss or inaccuracy of data, or loss of use damages, even if the party has been advised of the possibility of such damages and even if under applicable law such damages would not be considered for indirect, incidental, punitive, special, or consequential damages. Each party hereby waives its rights to such damages to the fullest extent permitted by applicable law.
- C. If there is any litigation between the parties with respect to this Agreement or the subject matter hereof, the prevailing party in such litigation shall be entitled to collect all of its costs and expenses in such litigation, including reasonable attorney's fees and court costs, from the other party.

## 10. U.S. GOVERNMENT SALES

If the product(s) or service(s) provided under this Agreement are for end use by a federal, state or local government customer, KONE makes no representations, certifications or warranties whatsoever with respect to the ability of its product(s), service(s) or price(s) to satisfy any applicable federal, state or local statutes or regulations, including without limitation the Federal Acquisition Regulation ("FAR").

## 11. FORCE MAJEURE

A party is not liable for failure to perform its obligations under the Agreement if such failure results from Acts of God, fire, flood, unusual delay in deliveries, unavoidable casualties, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, or lockout, concealed conditions, shortage or unavailability of materials, supplies, labor, equipment or systems, interruption or failure of electricity or telephone service or any other causes beyond KONE's control. The non-performing party must promptly notify the other party in writing of the force majeure event and resume performance immediately upon cessation of the event.

## 12. VENUE

The exclusive venue for any dispute between the parties shall be in the County and State of the Premises as set forth on Page 1.

## 13. PROPERTY RIGHTS

- A. KONE will provide Purchaser with any information or materials that it provides generally to all its customers in the ordinary course of its business. Any tools, devices, or other equipment that KONE uses to perform its services or monitor the Equipment remains the sole property of KONE. If this Agreement terminates or expires for any reason, Purchaser will give KONE access to the premises to remove such equipment at KONE's expense.
- B. KONE retains all rights, title, and interest, including all intellectual property rights, in and to the written materials it provides to Purchaser or uses to perform its services, including without limitation shop drawings, technical documentation, and user manuals, and to any software provided with the equipment. Purchaser will not use such software except in connection with the use and operation of the Equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form.

## 14. MISCELLANEOUS

The Agreement, including any attachments, supersedes all prior written or oral negotiations, commitments, agreements, and understandings between the parties relating to the subject thereof, and constitutes the entire agreement between the parties with respect to the subject matter hereof. The Agreement is not effective until signed by KONE's authorized representative or until KONE commences work under the Agreement. Notwithstanding anything to the contrary in this Agreement, if Purchaser causes or permits KONE to commence performance of services, Purchaser accepts the terms and conditions of this Agreement. Should this Agreement be accepted by Purchaser in the form of a purchase order, the terms and conditions of this Agreement shall take precedence over

those in the purchase order. The Agreement may not be modified, amended, canceled, or altered by custom and usage of trade or course of dealing. Any section headings are for convenience only and will not in any way limit the scope or affect the interpretation of any provision of the Agreement. In the event any part of the Agreement is determined to be invalid or non-enforceable, the remaining part or provisions will continue in full force and effect. Failure or delay by a party to exercise any right, remedy, power, or privilege accorded by the Agreement does not constitute a waiver of such right, remedy, power, or privilege. A waiver is effective only if in writing and signed by the waiving party. A written waiver of default will not operate as a waiver of any other default or of the same default in the future. The terms and conditions of the Agreement that by their sense and context are intended to survive expiration or termination of the Agreement will so survive, including without limitation the making of all payments hereunder.

## PRICE

\$ 200.00 per month payable by Purchaser Monthly in advance ( \$ 2,400.00 per Yearly installment ). If Purchaser does not sign this Agreement within 90 days after the tender date above, KONE reserves the right to submit a revised price.

The price is based upon Yearly In Advance price of \$ 2,400.00 per year


**COASTAL RESOURCES**

-----  
 (Signature of Authorized Representative)

-----  
 (Print Name)

-----  
 Title

-----  
 Date

Respectfully submitted,  
**Rick Chappotin**  
**KONE Inc.**

-----  
 (Approved by) Authorized Representative

-----  
 Title

-----  
 Date

## KONE Care Value Added Services

*These services are offered to improve the quality and transparency of the KONE service delivery experience.*

### TESTING

In addition to the work described in the Services section above, the following additional services have been negotiated and are included at the determined frequency as listed.

Annual No-Load Hydraulic Test(s)

**CAT1 Hydraulic Test 12 Mo - An annual pressure relief test and a yearly leakage test as required by applicable code.**

### 24/7 CONNECT

KONE's 24/7 Connected Services uses proprietary advanced remote monitoring and analysis technologies to bring intelligent services to elevators and escalators. 24/7 Connected Services provides continuous updates on the status and condition of the equipment, allowing KONE to perform services tailored to each equipment's needs. 24/7 Connected Services is a family of different services that may be ordered separately.

As consideration and in order for KONE Inc. ("KONE") to be able to provide the 24/7 Connected Services to the Customer, the Agreement is hereby amended as follows:

1. KONE to provide the Services set forth below. Any Service fee will be charged on the maintenance invoice at the same interval as the invoicing for maintenance under the Agreement. if applicable. Installation and/or set-up fees will be provided in a separate proposal when applicable. The interest on any late payments shall be as detailed in the Agreement.
2. KONE shall perform the selected Value-Added Services (each a "Service" and together the "Services") substantially as set forth and authorized below:

#### **A. KONE Care - Emergency Phone Monitoring**

KONE shall program the elevator phone(s) listed below to call the KONE Customer Care Center and will monitor the elevator phone(s).

Customer shall:

1. Provide names and phone numbers of at least two (2) of its representatives for the KONE Service Center to contact on a 24 hour basis, and at least one (1) police, fire or local 911 agency name and phone number.
  2. Notify KONE immediately in writing of any changes in these names or numbers. In the event of a call from the elevator, the KONE Customer Care Center will contact the points of contact in the order listed below. The local authorities will be contacted only if the previously mentioned point of contacts cannot be reached.
  3. If KONE does not provide Wireless Phone Provider Service, Customer shall provide an analog phone line to the elevator machine room (to be terminated on the appropriate phone jacks). If phone line is an extension off an existing phone system, a backup power source must also be provided. An extension, if applicable, must be a direct inward dial (DID) extension. All phones and associated equipment shall be in compliance with the requirements of ASME A17.1, local codes and applicable law, as amended. Customer shall also provide the elevator phone number(s) and/or extension(s) for the phone(s) being programmed.
3. The Services are performed for the units listed in this Agreement.
  4. Unless the remote monitoring device was a built-in component of a new KONE elevator, the remote monitoring devices are installed to the equipment by KONE solely in order to enable the Services. The remote monitoring devices are provided to the Customer as part of the Services. Purchaser gives KONE the right to utilize 24/7 Connected Services to collect, export and use data generated by the use and

operation of the equipment, regardless if Customer elects any of the Services. Purchaser will not use the 24/7 Connected Services device, except in connection with the use and operation of the equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form. Purchaser has no ownership or proprietary rights to such data, nor the device or software that monitors, analyzes, translates, reports or compiles such data. The 24/7 Connected Services, including any data collected, the device(s) to perform the service, and any software related thereto shall be the exclusive property of KONE.

5. 24/7 Connected Services is a family of remote monitoring Services. The parties may later agree to add new Services to the equipment.
6. The Services shall be performed for the duration of the Agreement unless KONE terminates for any reason an individual Service or the Services upon 15 days prior written notice to Customer. Should the Agreement expire or terminate, the Services will automatically terminate. Further, during the term of the Agreement, the Customer can terminate an individual Service prematurely on 30 days prior written notice to KONE after an initial period of five (5) years from the effective date of this amendment. Either party may also terminate an individual Service prematurely if the other party is in breach of its obligations relating to such Service and fails to rectify such breach within 30 days of a written notice thereof. All termination provisions of the Agreement shall remain in full force and effect. If the Agreement is terminated, the Services shall be terminated.
7. If any or all Services are terminated, unless the remote monitoring device was a built-in component of a new KONE elevator, the Customer shall upon request give KONE access to the equipment to remove any remote monitoring devices owned by KONE along with any other equipment which remains KONE's property at the facility or otherwise at KONE's expense. Such right shall survive the expiration or termination of the Agreement. Upon termination for any reason of either the Emergency Phone Monitoring or Wireless Phone Provider Service, no further phone services will be provided, the phone(s) must be immediately reprogrammed to dial to a location other than a KONE designated phone number and KONE will block the phone numbers from coming into the KONE Service Center. Upon termination for any reason of the Data Remote Monitoring, no further data will be collected. Upon any termination or expiration of the Agreement, no further Services will be provided, including phone services or data collection. KONE shall have no obligation to any party to either collect, export or analyze any data, or to provide the source code of any software in object code form.
8. If the Customer uses its own SIM card or network connection for the data transfer required by the Services, KONE shall not be liable for the costs of such data transfer incurred due to the Services.
9. Considering the nature of the Services, KONE may adjust the fee for a Service on 30 days prior written notice if value adding features or functionalities are added to such Service. Should the Customer disagree with a fee increase, the Customer may terminate the affected Service starting from the fee increase.
10. Limitation of Liability. **KONE MAKES NO EXPRESS OR IMPLIED WARRANTY; DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT; AND DISCLAIMS ANY WARRANTIES ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. KONE MAKES NO WARRANTY THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. KONE IS NOT LIABLE FOR ANY DAMAGES RELATING TO LACK OF NETWORK COVERAGE AT THE SITE OF THE EQUIPMENT, DUE TO TAMPERING WITH THE REMOTE MONITORING DEVICE, INTEROPERABILITY, SERVICE DEFECTS, SERVICE LEVELS, DELAYS, SERVICE ERRORS, INTERRUPTIONS OR ANY OTHER REASON OUTSIDE OF KONE'S REASONABLE CONTROL. KONE DISCLAIMS ANY LIABILITY FOR DAMAGES OR INJURIES (INCLUDING DEATH) ARISING FROM OR IN CONNECTION WITH THE OPERATION OR USE OF THE 24/7 CONNECTED SERVICES.**

Elevator Description	Equipment #	Elevator Phone # & Extension for Caller ID (if KONE does not provide wireless service)
1.		
2.		
3.		
<b>First Point of Contact (Required)</b>		
Name:	Title:	
Phone #:	Cell Phone #:	
<b>Second Point of Contact (Required)</b>		
Name:	Title:	
Phone #:	Cell Phone #:	
<b>Third Point of Contact (Optional)</b>		
Name:	Title:	
Phone #:	Cell Phone #:	
<b>Local Emergency Authorities (Required)</b>		
Fire Department Phone #:	Police Department Phone #:	

## CUSTOMER INFORMATION

<b>Who is the agreement with?</b>		
Legal Name of the Company:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Is the Owner tax exempt? Yes (If Yes, provide the Tax Exemption Certificate.)		
Federal tax ID #:		

<b>Where should the invoice be sent?</b>		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal tax ID #:	Email:	

<b>Who will be responsible for paying the invoices?</b>		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal tax ID #:	Email:	