



REGULAR COMMITTEE OF THE WHOLE MEETING AGENDA

I. Roll Call

II. Consideration of Previous Minutes

1. Regular Council Meeting 07/07/2026
2. Committee of the Whole 07/07/2026

III. Unfinished Business

Miscellaneous

Resolutions

1. Resolution accepting a negotiated price for Exotic Invasive Plant Species Removal, Native Landscaping, Monitoring and Education for the Coastal Resources Department. (PW/TR)
2. Resolution awarding the bid for a Work Skiff for the Coastal Resources Department. (PW/TR)

Ordinances

IV. New Business

Miscellaneous

Resolutions

1. Resolution authorizing the execution of a cooperative agreement with the Alabama Department of Environmental Management (ADEM) for the city to provide permitting, regulating, monitoring, and inspection services. (NW)
2. Resolution awarding Segeant Joey Brown his duty weapons and badge as part of his retirement benefits. (TJ)
3. Resolution authorizing the execution of a software service agreement with Motorola Solutions, Inc., for a FLEX subscription suite for the Police Department. (TJ)

4. Resolution authorizing the execution of a services agreement with Whelen Engineering Company, Inc., for patrol vehicle software for the Police Department. (TJ)
5. Resolution authorizing the execution of a professional services agreement with Adams Stewart Architect, LLC, for architectural services. (NW)
6. Resolution authorizing the execution of a task order with Adams Stewart Architect, LLC, to provide architectural design and engineering services for a Hurricane Safe Room for First Responders in an amount not to exceed \$306,000. (NW)
7. Resolution reappointing Bill Brett to the Gulf Shores and Orange Beach Tourism Board of Directors. (RE)
8. Resolution authorizing the execution of a participation agreement with the Municipal Workers Compensation Fund, Inc. (MB/MC)
9. Resolution accepting the donation of Police Canine "Nox" from the Orange Beach Police K-9 Foundation. (TJ)

Public Hearings

1. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0703-PUD-26, Amenity District PUD at Wharf Landing (Margaritaville Resort). (Suggested date 8/18/2026) (GP)
2. Reminder: Public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0305-PUDA-26, Columbia Southern University PUD Modification, New Freestanding Sign on August 4, 2026.

Ordinances

1. Ordinance amending Chapter 42, Article III, Division 4, Section 42-186 of the Code of Ordinances for the City of Orange Beach, Alabama, entitled "Flood Damage Prevention" to delete a subsection. (AR)

V. Public Comments

VI. Adjourn

**MINUTES OF
REGULAR COUNCIL MEETING
ORANGE BEACH CITY COUNCIL
JULY 7, 2026 – 5:00 P.M.
CITY HALL – COUNCIL CHAMBERS**

- I. CALL TO ORDER** Mayor Kennon called the meeting to order at 4:59 P.M.
- II. INVOCATION** Pastor Matt Baker, Island Church
- III. PLEDGE OF ALLEGIANCE**
- IV. ROLL CALL**

Present: Councilmember Jack Robertson
Councilmember Ginger Harrelson
Councilmember Robert Stuart
Councilmember Pat Simpson
Mayor Tony Kennon

Absent: Councilmember Jeff Silvers

V. CONSIDERATION OF AGENDA

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

VI. CONSIDERATION OF PREVIOUS MINUTES

Work Session	06/02/2026
Regular Council Meeting	06/02/2026
Committee of the Whole	06/02/2026

The reading was waived and minutes were approved as written.

VII. REPORTS OF OFFICERS/COMMITTEES

1. City Administrator – Ford Handley

Mr. Handley thanked city employees for working a busy and successful July 4th weekend. He announced the upcoming Pop-Up Park & Block Party organized by the Parks and Recreation Department.

2. Chief, Police Department – Trent Johnson No report.

3. Chief, Fire Department – Jeff Smith No report.

4. City Clerk – Renee Eberly No report.

5. Executive Director, Coastal Resources – Phillip West No report.

6. Executive Director, Community Development – Adam Roberson No report.

7. Executive Director, Human Resources – Michelle Bugos No report.

8. Executive Director, Parks & Recreation – Nicole Ard No report.

9. Executive Director, Public Works – Tim Tucker No report.

10. Librarian, Public Library – Meagan Bing No report.

11. Director, Municipal Court – Pam Davis No report.

12. Mayor/Council

Mayor Kennon extended his appreciation to the Police and Fire Departments for their work over the busy holiday weekend.

VIII. AUDITING OF ACCOUNTS

Motion made (Harrelson/Robertson) to certify that cash requirements with no related interests are within budget and appropriate for payment. Vote revealed: Robertson, aye; Harrelson, aye; Stuart, aye; Simpson, aye; Kennon, aye. **Motion passed. (5-0).**

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

IX. PRESENTATIONS

X. RECOGNITIONS

XI. UNFINISHED BUSINESS

XII. NEW BUSINESS

Miscellaneous

1. Approval of a Special Events Retail Liquor License Application by Wharf Restaurant Group LLC for the "ASCE Alabama Summer Meeting" event to be held July 29-30, 2026, at the Orange Beach Event Center, 4671 Wharf Parkway West. **Motion made (Stuart/Simpson) to approve the liquor license.** Vote unanimous in favor. **Motion passed.**

Resolutions

1. Resolution adopting the provisions of Act 2026-608 and appropriating funds to cover the cost of a one-time lump sum payment to eligible retirees and beneficiaries through the State of Alabama Employees' Retirement System. **Motion made (Simpson/Stuart) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
2. Resolution adopting a revised Personnel Policy Manual for the City of Orange Beach. **Motion made (Harrelson/Robertson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
3. Resolution authorizing the execution of an agreement for laboratory services with Foley Hospital Company, LLC, dba South Baldwin Regional Medical Center. **Motion made (Robertson/Simpson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
4. Resolution authorizing the execution of a service agreement for leadership training for the Police Department with Offset Consulting LLC in an amount not to exceed \$14,000. **Motion made (Stuart/Robertson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
5. Resolution authorizing execution of a grant award agreement with the National Audubon Society for the stewardship of Coastal Alabama beach nesting bird habitat. **Motion made (Harrelson/Stuart) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
6. Resolution authorizing execution of a task order with GeoCon Engineering & Materials Testing, Inc., to provide geotechnical exploration and engineering services for a new Pool Support Building at the Aquatics Center in an amount not to exceed \$5,570. **Motion made (Simpson/Harrelson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
7. Resolution awarding the bid for a Burn Tower with Installation at the Fire Training Facility to Roy Lewis Construction Corporation in an amount not to exceed \$1,320,450. **Motion made (Stuart/Robertson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
8. Resolution accepting a proposal for FEMA Safe Room Design Services from Adams Stewart Architect, LLC. **Motion made (Harrelson/Stuart) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

Public Hearings

1. Public hearing for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0705-PUDA-26, Lost Bay Townhouses PUD Modification - Perimeter Landscaping Amendment.

Griffin Powell, City Planner, presented the request for a minor modification to the Lost Bay Townhouses Planned Unit Development (PUD) Master Plan to amend the landscape plan to remove the perimeter shrubs and associated irrigation due to the installation of a solid privacy fence along the perimeter lot lines. The property is located at 25280 Canal Road.

Councilmember Simpson asked if the project had gone before the Planning Commission. Griffin explained that minor amendments do not go through the Planning Commission, and are presented to City Council directly.

Bill Brett, President of Brett Robinson, asked about the possibility of extending the fence to the left. When posed the question by Councilmember Harrelson, the Applicant responded that she would have to look into it.

There being no further comments, the public hearing adjourned.

Ordinances

1. First Reading – Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0705-PUDA-26, Lost Bay Townhouses PUD Modification - Perimeter Landscaping Amendment. **Motion made (Harrelson/Stuart) for unanimous consent to suspend the rules to allow for immediate consideration of this ordinance.** Roll call vote revealed: Robertson, aye; Harrelson, aye; Stuart, aye; Simpson, aye; Kennon, aye. **Motion passed. (5-0).** **Motion made (Harrelson/Simpson) to adopt the ordinance.** Roll call vote revealed: Robertson, aye; Harrelson, aye; Stuart, aye; Simpson, aye; Kennon, aye. **Motion passed. (5-0).**
2. First Reading – Ordinance amending Chapter 70, Article II, Section 70-22 of the Code of Ordinances for the City of Orange Beach, Alabama, to reduce the speed limit on certain streets within the Lauder Place Subdivision. No action taken. Ordinance will move forward to a second reading.

XIII. PUBLIC COMMENTS

None

XIV. ADJOURN

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

Time: 5:15 P.M.

APPROVED this the 4th day of August, 2026.

Renee Eberly
City Clerk

**MINUTES OF
COMMITTEE OF THE WHOLE MEETING
ORANGE BEACH CITY COUNCIL
JULY 7, 2026 – 5:15 P.M.
CITY HALL – COUNCIL CHAMBERS**

The Orange Beach City Council met to review potential items for the July 21, 2026, agenda.

The following members were present:

Councilmember Jack Robertson
Councilmember Ginger Harrelson
Councilmember Robert Stuart
Councilmember Pat Simpson
Mayor Tony Kennon

The following members were absent:

Councilmember Jeff Silvers

The following items were discussed:

1. Discuss approval of a 5% match for the Jubilee Point Road Elevation project proposal under the Local Government Recovery Infrastructure Program.
2. Resolution authorizing execution of a mutual aid agreement with Lifeguard Ambulance Service, LLC, dba Medstar EMS.
3. Resolution appropriating funds to CARE House, Inc., dba Baldwin County Child Advocacy Center, in the amount of \$10,000 for FY2026.
4. Resolution authorizing the execution of a Memorandum of Understanding between the City of Orange Beach and the Baldwin County Sheriff's Office to assign municipal police officers to participate in the Baldwin County Drug Task Force.
5. Resolution authorizing the purchase of Two Utility Vehicles for the Police Department through Sourcewell from Baldwin County Victory Polaris, LLC, in the amount of \$44,853.
6. Resolution approving a temporary permit for a portable building located at Orange Beach Marina, 27075 Marina Road.
7. Resolution authorizing a franchise for ONE LOVE SHUTTLE LLC to operate a taxi service within the city limits and police jurisdiction of the City of Orange Beach.
8. Resolution authorizing a franchise for Granbury Executive Transport, LLC, to operate a taxi service within the city limits and police jurisdiction of the City of Orange Beach.
9. Resolution adopting a City Seal Style Guide for the City of Orange Beach, Alabama.
10. Resolution authorizing the City of Orange Beach to prosecute claims in multi-district litigation against certain fire apparatus manufacturers and related entities and industry trade associations.
11. Resolution accepting a negotiated price for Exotic Invasive Plant Species Removal, Native Landscaping, Monitoring and Education for the Coastal Resources Department.
12. Resolution awarding the bid for a Work Skiff for the Coastal Resources Department.
13. Resolution authorizing the execution of a performance contract with Brandy Reeves for tennis instruction services.

14. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0305-PUDA-26, Columbia Southern University PUD Modification, New Freestanding Sign. Public hearing scheduled for August 4, 2026.
15. Reminder: Public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0704-PUDA-26, AC Hotel by Marriott Orange Beach PUD Modification - Parking Layout Amendment on July 21, 2026.
16. Public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0403-PUD-26, Pirates Voyage PUD on July 21, 2026, has been canceled. – Withdrawn by applicant.
17. Ordinance amending Chapter 50, Article XIII of the Code of Ordinances of the City of Orange Beach, Alabama, entitled "Recreational Vehicle Rentals".
18. Ordinance amending Chapter 70 of the Code of Ordinances for the City of Orange Beach, Alabama, to add a new Article IX entitled, "Bicycles, Micromobility Devices, and Electric Motorcycles".

Public Comments:

1. Amanda Hancock, Terry Cove resident, asked the Mayor and City Council to reconsider the restrictions placed on food trucks, and specifically on ice cream trucks. Discussion followed. Mayor and Council agreed to look into the possible amendment of City Code regarding this topic.
2. Wendy Pickering, resident, spoke against the public release of police body cam footage.
3. Mayor Kennon commented on the ongoing social turmoil and encouraged everyone to let the process run its course.
4. Hunter Harrelson, resident, asked Mayor Kennon if he has met with any private investigators. Mayor Kennon responded that he has not.
5. Sharon McFadden, resident, praised city amenities and condemned social media. She asked that Mayor and Council stop arguing and go back to how things were before. Councilmember Jack Robertson agreed and spoke hopefully that things will get better.
6. William Szoke, resident, observed that Orange Beach has not declined like Panama City Beach, and praised the Mayor. He commented that the current discord reflects poorly on everyone, and encouraged citizens to keep an open mind and let the process run its course.
7. Councilmember Robert Stuart stated that the city's current conflicts are not what he expected when he ran for elected office. He expressed appreciation for the citizens, and promised to do better.
8. Mayor Kennon reaffirmed the rights of citizens to speak out, but that communication needs to be conducted civilly.

Executive Session

1. Executive session to discuss pending litigation. **Motion made (Stuart/Robertson) to enter executive session for the stated purpose.** 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 45 minutes, and that Council would not reconvene after the executive session. Vote unanimous in favor. **Motion passed.**

Time in: 5:54 P.M.

Mayor Kennon left the meeting at 5:54 P.M.

Time out: 7:45 P.M.

There being no further business, the meeting adjourned.

Time: 7:45 P.M.

APPROVED this 4th day of August, 2026.

Renee Eberly
City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
JULY 21, 2026**

Departments: City Clerk

Description of Topic: Resolution accepting a negotiated price for Exotic Invasive Plant Species Removal, Native Landscaping, Monitoring and Education for the Coastal Resources Department. (PW/TR)

Background/Description: Bid opening held on July 7, 2026. No bids received. Department is in the process of obtaining quotes for this service.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
JULY 21, 2026**

Departments: City Clerk

Description of Topic: Resolution awarding the bid for a Work Skiff for the Coastal Resources Department. (PW/TR)

Background/Description: Bid opening held on July 2, 2026. Two bids received. Staff is in the review process.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 2026-0702 Work Skiff for Coastal Resources - Bid Tab



City of Orange Beach
Procurement
Taelor Robinson, Purchasing Agent
PO Box 458, Orange Beach, AL 36561

EVALUATION TABULATION
ITB-GS No. 2026-0702
Work Skiff (Coastal Resources)
RESPONSE DEADLINE: July 2, 2026 at 10:00 am
Report Generated: Thursday, July 2, 2026

SELECTED VENDOR TOTALS

Vendor	Total
Sea Byrd Marine, LLC	\$80,812.00
Roberts welding llc	\$86,680.00

WORK SKIFF FOR COASTAL RESOURCES

Work Skiff for Coastal Resources					Roberts welding llc		Sea Byrd Marine, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	1	One (1) Work Skiff Hull, no power, as specified	1	hull	\$86,680.00	\$86,680.00	\$80,812.00	\$80,812.00
X	2	Discount for prepayment (Optional)	1	discount	\$0.00	\$0.00	\$0.00	\$0.00
Total						\$86,680.00		\$80,812.00

ADDITIVE ALTERNATES

Additive Alternates					Roberts welding llc		Sea Byrd Marine, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
	3	Installation of Outboard Motor, Yamaha 200 4-stroke provided, by City of Orange Beach	1	motor	\$2,500.00	\$2,500.00	\$1,712.00	\$1,712.00

EVALUATION TABULATION
ITB-GS No. 2026-0702
Work Skiff (Coastal Resources)

Selected	Line Item	Additive Alternates			Roberts welding llc		Sea Byrd Marine, LLC	
		Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
	4	Steering, Teleflex hydraulic steering or equivalent (with tilting helm, cables, and a stainless steel steering wheel installed)	1	steering	\$2,500.00	\$2,500.00	\$2,434.00	\$2,434.00
	5	Navigation Electronics, GARMIN ECHOMAP UHD2 93sv 9" Display (or equivalent) installed flush on the console, including all cables/accessories	1	electronics	\$2,800.00	\$2,800.00	\$2,487.00	\$2,487.00
	6	VHF Radio, Garmin VHF 115 marine radio (or equivalent) with antenna installed in the overhead electronics box, including all cables/accessories	1	radio	\$1,500.00	\$1,500.00	\$958.00	\$958.00
	7	Power Pole, 10' Blade power pole with appropriate hydraulic pump and rigging and installed	1	power pole	\$3,000.00	\$3,000.00	\$4,479.00	\$4,479.00
	8	FOB Destination: City of Orange Beach	1	fee	\$0.00	\$0.00	\$1,000.00	\$1,000.00
Total						\$0.00		\$0.00



**REGULAR COMMITTEE OF THE WHOLE MEETING
JULY 21, 2026**

Departments: Coastal Resources

Description of Topic: Resolution authorizing the execution of a cooperative agreement with the Alabama Department of Environmental Management (ADEM) for the city to provide permitting, regulating, monitoring, and inspection services. (NW)

Background/Description: Annual contract with ADEM for reimbursement in an amount not to exceed \$37,950. The City monitors construction activities along the beaches and dunes that are subject to ADEM Admin Code 335-8-.08 to ensure the construction is conducted in compliance with ADEM Division 8 Coastal Program rules.

Action Options/Recommendation: Approve the contract.

Source of Funding (if applicable): Funding match is budgeted.

ATTACHMENTS:

1. 08-04-26 26-xxx Authorize Cooperative Agreement ADEM
2. 2026.07.17 Cooperative Agreement ADEM
3. 2026.07.17 Cooperative Agreement ADEM - Scope of Services
4. 2026.07.21 Agenda Memo - Coastal Resources ADEM Cooperative Agreement

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
COOPERATIVE AGREEMENT WITH THE
ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT (ADEM)
FOR THE CITY TO PROVIDE
PERMITTING, REGULATING, MONITORING, AND INSPECTION SERVICES**

FINDINGS:

1. The City of Orange Beach, Alabama (the “City”) and the Alabama Department of Environmental Management (“ADEM”) have reached an Agreement (attached Exhibit A) whereby the City shall provide permitting, regulating, monitoring, and inspection services to ADEM in the amount of \$75,900.00 with ADEM to provide reimbursement for an amount not to exceed \$37,950.
2. The term of this agreement shall be for twelve (12) months commencing October 1, 2026, and ending September 30, 2027.
3. After having reviewed the attached Agreement, the City Council has determined that the provisions of the Cooperative Agreement for permitting, regulating, monitoring, and inspection services are in the best interests 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 the City Clerk to execute and attest, respectively, the service contract between the City of Orange Beach and the Alabama Department of Environmental Management as an act for and on behalf of the City of Orange Beach subject to final review by the City Attorney; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 4th DAY OF AUGUST, 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 August 4, 2026.

City Clerk

STATE OF ALABAMA)
)
MONTGOMERY COUNTY)

CONTRACTUAL AGREEMENT BETWEEN
CITY OF ORANGE BEACH
AND THE ALABAMA DEPARTMENT
OF ENVIRONMENTAL MANAGEMENT

This Agreement is entered into between City of Orange Beach (Contractor) and the Alabama Department of Environmental Management (Department). This Agreement will provide for Local assistance in permitting, regulating, monitoring and inspecting certain regulated activities within the Coastal Area.

The parties hereto agree as follows:

1. Scope of Services

The Contractor will provide services as set out in the Scope of Services, which is included in this Agreement as Attachment A, and which is incorporated as if fully set out herein.

2. Payment

A. The Department agrees to reimburse the Contractor an amount not to exceed \$37,950 for the services performed under this Agreement. Unless otherwise specified in the work plan, mileage, travel and per-diem costs will be reimbursed in accordance with state law.

B. The Contractor shall submit invoices in triplicate not more than once per quarter to the Department for actual cost incurred. The final invoice shall be submitted within ninety (90) days of expiration of this Agreement.

C. In the case of non-governmental agencies, prior to the purchase of any items or the execution of any printing contracts under this agreement with a value of less than \$1,000.00, one quote or attempt at a quote of outside costs, including but not limited to copying costs and freight terms, must be obtained. For items with a value from \$1,000.00 to \$3,000.00, two such quotes or attempts for quotes must be obtained. For items with a value from \$3,000.00 to \$7,499.00, three such quotes or attempts for quotes must be obtained. The purchase of any items or the execution of any contract shall comply with the Alabama Procurement Law Sections 41-4-110 et. Seq. of the Code of Alabama, as amended.

D. The Contractor agrees to provide \$37,950 in nonfederal funds or services on the project, in addition to the amount noted in subparagraph 2A. The contractor shall submit in triplicate statements itemizing the expenditure of those matching funds.

3. Term of Agreement

All work performed under this Agreement shall begin on October 1, 2026, and shall terminate on September 30, 2027. This Agreement is conditioned upon the receipt of sufficient funds from the Alabama Legislature and/or the National Oceanic and Atmospheric Administration and is subject to termination in the event of proration of the fund from which payment under this Agreement is to be made. If the term of this Agreement extends beyond

one fiscal year, this Agreement is subject to termination in the event that funds are not appropriated for the continued payment of the contract in subsequent fiscal years. This Agreement may be amended by the mutual written agreement of both parties.

4. Termination of Agreement for Cause

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or if the Contractor shall violate any of the covenants, agreements or stipulations of the Agreement, the Department shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date therefore at least 30 days before the effective date of such termination, in that event any finished or unfinished studies, reports or other work by the Contractor shall, at the option of the Department, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed under the Agreement.

5. Termination for Convenience of the Department

The Department may terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination and under the same conditions as herein set forth for the Department, the Contractor may cancel this Agreement. In the event of cancellation, all finished or unfinished studies, reports or other work by the Contractor shall, at the option of the Department, become its property. If the Agreement is terminated by the Department as provided herein, the Contractor shall be paid for all work satisfactorily completed prior to termination.

6. Termination Clause/Alternative Dispute Resolution

In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

7. Changes

The Department may, from time to time, require changes in the scope of services of the Contractor to be performed hereunder. Such changes, including any increases or decreases in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Department and the contractor shall be incorporated in written amendments to this Agreement.

8. Title VI and Equal Employment Opportunity

The Contractor will comply with Title VI of the Civil Rights Act of 1964 (88-352) and all requirements of the U. S. Environmental Protection Agency (hereinafter called "EPA") issued pursuant to that title, to the end that in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded

from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this contract.

There shall be no discrimination against any employee who is employed in the work covered by this Agreement, or against any applicant for such employment, because of race, color, religion, sex, national origin, age or disability covered by the Americans with Disabilities Act. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor shall insert a similar provision in all subcontracts for services covered by this Agreement.

9. Interest of Members of the Department and Others

No officer, member or employee of the Department and no members of the Environmental Management Commission, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

10. Assignability

The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Department.

11. Findings Confidential

Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Agreement which the Department requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the Department, unless such confidentiality would be contrary to the law of the State of Alabama or the United States.

12. Acknowledgment

Videos, films, computer disks, printed information or other materials produced for dissemination under this agreement must include the Department's logo, prominently displayed, along with the following acknowledgment:

"This project was funded or partially funded by the Alabama Department of Environmental Management."

13. Reproducible Materials

Any printed information, photographs or art works delivered to the Department under this agreement shall be camera ready and/or computer ready as appropriate. The master tape of any video or audio productions will be delivered to the Department in an immediately reproducible form. Any computer program generated under this agreement will be delivered to the Department in an original and immediately reproducible form.

Contract No. _____

14. Officials Not to Benefit

No member of or delegate to the Congress of the United States of America, and no resident commissioner, shall be admitted to any share or part hereof or to any benefit to arise here from.

15. Copyright

No reports, maps, or other documents or products produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the contractor.

16. Audits and Access to Records

The Contractor agrees to abide by the requirements of the federal Single Audit Act and OMB's Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (commonly called Uniform Guidance). When financial statements are prepared, and an audit is performed as a result of OMB Uniform Guidance requirements the Contractor shall provide the Department with a copy of its audit report covering the period of this contract within thirty (30) days of receipt by the Contractor of the auditor's report.

If OMB Uniform Guidance is applicable the Contractor agrees that the comptroller General of the United States or any of his/her duly authorized representatives, the Secretary of Commerce or any of his/her duly authorized representatives, the Director of ADEM or any of his/her duly authorized representatives, and the Chief Examiner of the Department of Examiners of Public Accounts and any of his/her duly authorized representatives shall, until the expiration of three (3) years from the date of submission of the final financial report, have access to and the right to audit, examine, and make excerpts or transcripts from any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Contractor agrees to provide access to any or all documents, papers, records and directly pertinent books of the Contractor involving transactions related to this Agreement upon written request from the Director of ADEM.

17. Taxes

The Contractor is responsible for reporting and making payment of any applicable federal and state taxes which may be due as a result of payments received pursuant to this Agreement.

18. Contractor Not Entitled to Merit System Benefits

In the case of Non-State Agencies under no circumstances shall the Contractor or any of its employees be entitled to receive the benefits granted to State employees under the Merit System Act by reason of this Agreement.

19. Not to Constitute a Debt of the State/Settlement of Claims

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or

amendment, either now in effect or which may, during the course of this contract, be enacted, then the conflicting provision in the contract shall be deemed null and void. The contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

20. Requisite Reviews and Approvals

City of Orange Beach acknowledges and understands that this contract is not effective until it has received all requisite state government approvals and City of Orange Beach shall not begin performing work under this contract until notified to do so by the Alabama Department of Environmental Management. City of Orange Beach is entitled to no compensation for work performed prior to the effective date of this contract.

21. Immigration Affirmation

"By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

22. Prohibition against Boycotting by Contractors

In compliance with Act 2016-312, the Contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

23. Suspension and Debarment

The Contractor certifies to the best of its knowledge and belief that it and the principals are in compliance with the requirements of 2 CFR 180.335 and understands that falsely representing this certification by accepting the terms and conditions of this contract may result in the rejection of this proposal or termination of the award.

24. No Funds for Lobbying Clause.

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Contract No. _____

25. Economic Boycotts

"In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

Signatures:

City of Orange Beach

ALABAMA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT

By: _____
Tony Kennon, Mayor
Mayor, City of Orange Beach

Edward Poolos
Director

As to Legal Form

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this the _____ day of _____, 2026.

ATTACHMENT A

SCOPE OF SERVICES

The City of Orange Beach (City) agrees to perform and carry out in an expedient, satisfactory and proper manner as determined by the Alabama Department of Environmental Management (Department), the services and administrative elements described below for the mutual benefit of the City and the Department. This contract is to assist the City's efforts to conduct building inspection services, review applications for construction activities and other related activities, and to assist the Department in the implementation and administration of the Alabama Coastal Area Management Plan (Management Program) and ADEM Division 8 Coastal Program rules. The City shall operate a delegated Coastal Area Management Program permitting program for construction activities on beaches and dunes as provided for under the ADEM Admin. Code 335-8-1-.12. The City shall operate this program in accordance with the Memorandum of Agreement, which was executed on February 4, 2022, between the City and the Department and as maybe updated with the mutual agreement of the City and the Department.

I. Consistency Reviews

- A. The City shall conduct reviews to insure that construction activities and other activities on Gulf-fronting beaches and dunes that are subject to ADEM Admin. Code 335-8-.08 (Construction on Beaches and Dunes) are conducted in compliance with the ADEM Division 8 Coastal Program rules and the appropriate City ordinances. The City shall conduct all reviews as provided in the ADEM Division 8 Coastal Program rules. The City shall not issue any permits inconsistent with ADEM Division 8 Coastal Program rules.

Upon conclusion of each Coastal Area Management Program permit application review, a copy of each issued Coastal Area Management Program permit or denial shall be submitted to the Department. Additionally, the following shall be maintained in the City's file:

1. A written recommendation over the signature of the Mayor or his designated official concerning issuance or denial of a permit or certification consistent with the ADEM Division 8 Coastal Program rules.
2. A copy of the complete application and any materials submitted by the applicant in support of the proposed activity.
3. A copy of all correspondence associated with the applications, including coordination letters, comment letters and final issued permit.
4. Proof of publication of a public notice as provided in Item C.
5. A copy of the transcript of any public hearing associated with the review.
6. Documentation that the review conducted included a review by the appropriate federal or state agency with responsibility for enforcing the state or federal statutes listed in ADEM Admin. Code 335-8-2-.01.
7. Documentation that the review conducted included an approved "Environmental Impact Natural Hazards Study" and the "Beach and Dune Enhancement Plan" submitted as a requirement of ADEM Admin. Code 335-8-2-.08(3)(d), or equivalent, if new rules are promulgated by ADEM.

8. Documentation that in the process of the review, that ADEM Admin. Code 335-8-1-.03, 335-8-1-.04, 335-8-1-.05, 335-8-1-.07, 335-8-1-.08, or equivalent, if new rules are promulgated by ADEM, were considered and complied with.
 9. In order to insure continued compliance with the ADEM Division 8 Coastal Program rules, each Coastal Area Management Program permit issued shall contain, at a minimum, the permit conditions listed in Attachment B of this contract.
- B. For the following activities conducted within the jurisdiction of the City, the City shall require the permit applicant to furnish documentation that the ADEM Division 8 Coastal Program rules or other ADEM regulations have been met prior to the issuance of a building permit:
1. All new commercial and residential developments located wholly or partially within the coastal area which are or will be greater than five (5) acres in size and have areas which are or could be delineated as wetlands or are adjacent to coastal waters or on properties intersected by the construction control line.
 2. Proposals to construct a new well or significantly alter an existing well in order to pump more than fifty (50) gallons of water per minute.
 3. Proposals for the construction of bulkheads, retaining wall, rip-rap or similar hardened erosion control structures along Gulf-fronting beaches and dunes.
 4. Any application for a permit that requires an "Environmental Impact and Natural Hazards Study" and/or a "Beach and Dune Enhancement Plan."
 5. Any application for a permit involving the dredging or filling of wetlands or water bottoms.
- C. The City shall issue a public notice for each Coastal Area Management Program permit application received which is determined to be subject to the permitting requirements of the ADEM Admin. Code 335-8-2-.08 and/or the equivalent City ordinance. Said public notice shall be published in a local paper of general circulation and shall provide for a public comment period of not less than thirty (30) days from date of publication of the notice. A copy of each public notice shall be submitted to the Department upon publication. All comments received from said notices and results of any public hearings resulting from said notices shall be considered by the City in making its coastal consistency determination and permit approval or denial.

II. Building Inspections

- A. ADEM supports the City who shall expedite building inspection services presently available in the Coastal Area to ensure that additions to structures, new structures, and reconstructions on properties within the City's jurisdiction are built according to relevant building codes, and local codes. Building inspections of projects within the Coastal Area involving wetlands fill or dredging, commercial developments, residential developments and subdivisions of property which are or will be greater than five (5) acres in size, the construction of bulkheads or other similar erosion control structures and projects impacting state water bottoms (including piers, boathouses and similar structures) shall be conducted to ensure that all structures are permitted or otherwise approved by the Department and/or that they are otherwise constructed consistent with the permit and/or other authorization issued by the Department.
- B. The definitions of Coastal Area, construction activities, structures, and other pertinent wording shall be defined by ADEM Administrative Code Rule 335-8-1-.02, or equivalent section if new rules are promulgated by ADEM.
- C. The City shall notify permit applicants that they are required to obtain an ADEM Construction Stormwater Discharge Permit for any land disturbing activities affecting greater than one (1) acre. Applicants shall contact ADEM's Mobile Branch Office.

III. Dune Protection

- A. The City agrees to patrol the beach and dune areas and to maintain posted signs in these areas to enforce Act 775, Acts of Alabama 1973, page 1184 (Protection of Sand Dunes), Act 971, Acts of Alabama 1973, page 1487 (Protection of Wild Sea Oats), Act 81-563, Acts of Alabama 1981, page 948 (vehicles on beaches and dunes), the provisions of ADEM Administrative Code R 335-8-2-08(3), R335-8-2-.08(6), and any dune and beach ordinances.
- B. The City shall maintain and erect appropriate signage as needed related to Act 971, Acts of Alabama 1973, page 1487 (Protection of Wild Sea Oats) and Act 81-563, Acts of Alabama 1981, page 948 (Vehicles on Beaches and Dunes).
- C. The City shall maintain a construction control line as approved by the Department and in conformance with ADEM Admin. Code 335-8-1-.02(p) and regulate activities associated with the construction control line through local ordinances which are at least as stringent as those found in the ADEM Division 8 Coastal Program rules, in particular R335-8-2-.08, or equivalent, if new rules are promulgated by the Department.
- D. The City shall notify the Department of any activities such as special exception uses, variances, zoning changes and replatting or resubdivision of any lots which involve properties intersecting the construction control line.
- E. The City may purchase sand-fencing and vegetation native to the Gulf-fronting beaches and dunes to enhance and stabilize public-owned beaches within the City's jurisdiction.

IV. Monitoring (Surveillance)

- A. The City shall conduct monitoring activities to assist the Department in ensuring that uses previously reviewed or permitted, and those uses subject to the Management Program which have not been submitted for review, are carried out in a manner consistent with the appropriate City ordinances and the ADEM Admin. Code R 335-8-2-.08, or equivalent, if rules are promulgated by the Department.
- B. The City shall take authorized enforcement actions against violators and shall provide written notification to the Department upon detection of unauthorized activities.
- C. The City shall perform weekly monitoring along the beachfront property within its jurisdiction to ensure no unpermitted construction is taking place along the beaches of Alabama. This monitoring shall be performed from the seaward side of gulf-fronting structures. This monitoring may include water quality monitoring.
- D. The City shall notify the Department of any construction activities or uses that lie within its corporate limits or permitting jurisdiction which are of concern to the local unit of government or its citizens, and may be inconsistent with the Management Program. Such notification shall be addressed to the ADEM Coastal/Facility Section office.

V. Permit Information Center

- A. A Permit Information Center shall be established and maintained by the City in a central location to provide information on activities regulated by city, county, state and federal agencies. Persons proposing a use in the coastal area and the general public must be able to visit the Center and obtain general information on Coastal Zone Management, a determination of the permits needed, copies of necessary permit applications and assistance in filling out necessary forms.
- B. The City shall notify all other local departments, agencies and officials which have permitting authority in the City's jurisdiction of the construction control line and the specific requirements for construction and other activities which take place on property intersected by the construction control line.

VI. Personnel and Training

- A. The City shall hire sufficient personnel to accomplish the requirements of this Scope of Services, including permitting, inspections, monitoring, and other required duties. Said personnel shall be provided proper equipment to accomplish their duties, including a dedicated 4 wheel drive vehicle for beach and dune monitoring and inspections, and any other required equipment. Required vehicles and equipment may be purchased using funds provided under this Cooperative Agreement.
- B. The City shall conduct a training program for new personnel employed to carry out the services in (I.) through (V.) above.
 - 1. Personnel training must be conducted to ensure knowledge of (1) appropriate provisions of the Alabama Coastal Area Management Plan document, (2) appropriate state acts, (3) applicable federal laws, (4) ordinances, and (5) ADEM Division 8 Coastal Program rules.

2. A minimum of two hours of initial training and additional refresher training, as needed, must be provided for each employee.
3. A record of training conducted shall be maintained to document the subject matter, hours, dates, attendees and instructors.
4. Upon request, the Department will provide technical assistance in providing required training.

VII. Beach Cleanups

- A. The City shall conduct weekly beach and dune litter cleanups on all city-owned public beach sites. The City shall submit monthly progress reports regarding quantity or nature of litter removed from the beach sites. The City shall provide trash and recycling receptacles at all public access sites.
- B. The City shall assist the Alabama Department of Conservation and Natural Resources-State Lands Division-Coastal Section and the Department during coastal cleanups and Adopt-A-Beach activities, if requested to do so.

VIII. Reporting

- A. Copies of all public notices issued for Coastal Area Management Program permit applications subject to the permitting requirements of ADEM Admin. Code 335-8-2-.08 and/or the equivalent City ordinance shall be submitted to the Department within five (5) days of publication.
- B. A monthly progress report must be prepared by the City and submitted to the Department within thirty (30) days of the end of each month. This report shall include the following:
 1. Number and type of building inspections performed for projects on Gulf-fronting properties and for other projects within the Coastal Area.
 2. Number of building permit applications received for Gulf-fronting properties.
 3. The number of building permit applications received for Gulf-fronting properties which are subject to the permitting requirements of ADEM Admin. Code 335-8-2-.08, and/or equivalent City ordinance.
 4. Number of building permit issued for project on Gulf-fronting properties.
 5. Number of Coastal Area Management Program permits issued under ADEM Admin. Code 335-8-2-.08, and/or equivalent City ordinance.
 6. A copy of each Coastal Area Management Program permit issued under ADEM Admin. Code 335-8-2-.08, and/or equivalent City ordinance.
 7. Number of beach front monitoring patrols conducted including the number of miles of beach monitored during each patrol.

8. Number and type of coastal program violations and type of actions taken (spot correction, formal enforcement action, etc.).
9. A tally of the number of visitors to the permit information center.
10. A note on any changes in the program, such as the addition of new personnel for the monthly reporting period.

ATTACHMENT B

PERMIT CONDITIONS

1. The permittee bears full responsibility for the accurate determination of the location of the construction control line and the location of all structures on the property specified in this permit, and may be subject to administrative action for the construction of any structures constructed seaward of the construction control line.
2. Should cultural resources be encountered during project activities, all construction activities must cease and the permittee shall contact the Alabama Historical Commission immediately. This condition should be placed on the construction plans to ensure contractors are aware of it.
3. During construction activities, a copy of this permit must be kept on-site at all times and must be made available for inspection by the City, the Alabama Department of Environmental Management or its representative upon request.
4. This permit is conditioned upon continued compliance with the Alabama Coastal Management Program.
5. No construction materials or debris may be stored or placed seaward of the construction control line.
6. No sand shall be removed from the construction site. Any excess sand shall be placed in areas designated by the City, the Alabama Department of Environmental Management or its representative.
7. Unless specifically authorized by this permit, no equipment shall be operated seaward of the construction control line excepting that essential to the construction of dune walkovers, and pumping water to set pilings. All runoff water from the jetting of pilings shall be directed and contained landward of the CCL. The Permittee shall restore any disturbed areas seaward of the construction control line and outside the "footprint" of construction to pre-project conditions. All restoration work is subject to review and approval by the City, the Alabama Department of Environmental Management or its representative.
8. This permit does not relieve the applicant or permittee of the responsibility to comply with all applicable federal, state, county and municipal laws, rules or ordinances nor to obtain any other licenses or permits which may be required thereby.
9. Any fill materials used in undertaking the activities authorized by this permit shall be free of construction debris, rocks or other foreign matter and shall consist of sand which is similar to that existing on the site in both coloration and grain size. No clay materials may be used unless specifically approved by the City.
10. The permittee shall allow any duly authorized employee of the City, the Alabama Department of Environmental Management, or Attorney General or District Attorney to enter upon the premises associated with the project authorized by this permit for the purposes of ascertaining compliance with the terms and conditions of the permit and with the rules and regulations of the Alabama Department of Environmental Management.

11. This permit does not authorize any activity or result therefrom not specified herein, nor does this permit convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to persons or property or invasion of other rights or any infringement of federal, state, or local laws or regulations.
12. The permittee shall provide enclosed containers for refuse on the project site.
13. The permittee shall not commence construction of any house, building or other structure until the permittee has received a building permit from the appropriate local or county authority responsible for implementation of the National Flood Insurance Act of 1968, as amended, and regulations adopted thereunder.
14. The construction activities authorized by this permit shall commence within twelve (12) months of the date of issuance and shall be completed within thirty-six (36) months of the date of issuance of this permit. The permittee may request extensions by providing written notice to the City within sixty (60) days prior to the time limitations specified above. Upon such notice the City may require the submission of additional information and/or a new permit application and additional fees may be required.



CITY OF ORANGE BEACH

To: Mayor and Council
From: Nicole Woerner, Coastal Resources Assistant Director
Date: July 14, 2026
Subject: ADEM Annual Contract

ITEM DESCRIPTION:

Resolution authorizing the execution of a cooperative agreement with the Alabama Department of Environmental Management (ADEM) for the city to provide permitting, regulating, monitoring, and inspection services. ADEM will reimburse the city \$37,950 for these services.

BACKGROUND INFORMATION:

Under authorization from the Alabama Department of Environmental Management (ADEM), the City monitors construction activities within coastal zones in accordance with ADEM Administrative Code 335-8-.08. This delegation empowers the City to ensure compliance with ADEM Division 8 Coastal Program regulations, offering property owners, builders, and developers a streamlined local approval process as an alternative to direct ADEM coordination. As part of this oversight, the City provides ADEM with regular reports regarding permits issued, site inspections, and stop-work orders. This agreement is structured as an annual, reimbursement-based contract, capped at \$37,950, with a matching requirement of \$37,950, which may be fulfilled through a combination of in-kind labor and/or qualifying purchases.

ACTION OPTIONS / RECOMMENDATION:

Approve the annual contract.

SOURCE OF FUNDING:

100-47001-140-GAD001 ADEM (Coastal Management)

BUDGETED:

Yes

ATTACHMENTS:

None.

DEPARTMENT:

Coastal Resources

STAFF CONTACT:

Nicole Woerner



**REGULAR COMMITTEE OF THE WHOLE MEETING
JULY 21, 2026**

Departments: Police Department

Description of Topic: Resolution awarding Segeant Joey Brown his duty weapons and badge as part of his retirement benefits. (TJ)

Background/Description: Sgt. Joey Brown will be retiring with 29.5 years of law enforcement service, 20.5 with the City of Orange Beach, effective July 31, 2026.

Action Options/Recommendation: Award Sgt. Brown his primary and back service weapons.

Source of Funding (if applicable): N/A

ATTACHMENTS:

1. 08-04-26 26-xxx Award Duty Weapon Badge Joey Brown
2. 2026.07.21 Agenda Memo - Police Joey Brown Retirement

RESOLUTION NO. 26-xxx

**A RESOLUTION AWARDING SERGEANT JOEY BROWN
HIS DUTY WEAPONS AND BADGE
AS PART OF HIS RETIREMENT BENEFITS**

FINDINGS:

1. Sergeant Joey Brown has diligently served as an officer of the Orange Beach Police Department for over 20 years and is in good standing after years of dedicated service.
2. The Orange Beach City Council adopted Resolution No. 15-079 on May 19, 2015, establishing a policy whereby retiring City of Orange Beach police officers, satisfying specified requirements, may request their duty weapon and badge to be released to them upon retirement, as part of their retirement benefits.
3. At the time of his retirement, Joey Brown will be eligible for full retirement benefits and meets all specified requirements to receive his duty badge and weapon upon retirement.

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

1. That at the time of his retirement, Joey Brown, having served diligently as an officer of the Orange Beach Police Department for 20 years, has satisfied all the requirements for retirement benefits, including retaining possession of his duty weapons and badge, as specified by the Orange Beach City Council and as described as follows:

Primary weapon: Sig Sauer P320 (.40), Serial #58J692905
Secondary weapon: Sig Sauer P365 (9mm), Serial #66F217103
2. That the City of Orange Beach grants Sergeant Joey Brown's request to receive his duty weapons and badge as part of his retirement benefits.

ADOPTED THIS 4th DAY OF AUGUST, 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 August 4, 2026.

City Clerk



CITY OF ORANGE BEACH

To: Mayor and Council
From: Ford Handley, City Administrator
Date: July 15 2026
Subject: Resolution authorizing the issuance of badge and department issued pistols to Sergeant Joey Brown upon his retirement effective 31 July 2026.

ITEM DESCRIPTION:

Department Issued Badge
Sig Sauer P320 Serial Number 58J692905
Sig Sauer P365 Serial Number 66F217103

BACKGROUND INFORMATION:

Sgt. Joey Brown will be retiring with 29.5 years of service, 20.5 with the City of Orange Beach.

ACTION OPTIONS / RECOMMENDATION:

Approve the issuance of weapons and badge

SOURCE OF FUNDING:

N/A

BUDGETED:

N/A

ATTACHMENTS:

DEPARTMENT:

STAFF CONTACT:

Trent Johnson



**REGULAR COMMITTEE OF THE WHOLE MEETING
JULY 21, 2026**

Departments: Police Department

Description of Topic: Resolution authorizing the execution of a software service agreement with Motorola Solutions, Inc., for a FLEX subscription suite for the Police Department. (TJ)

Background/Description: In late 2024, early 2025, Chief Brown began the process of transferring our computer systems from Motorola to Southern Software. With that transfer, new servers were not required and were not budgeted. In late 2025, early 2026, it became apparent that Southern Software was not a viable option for the police department due to data conversion issues, work redundancy and officer safety. As this was not discovered until after the 2026 budget was approved and implemented, the servers, CAD, RMS, JMS, MDT, and subscription suite were not budgeted items. Our current servers are in year 7 with a 5–7 year life expectancy.

Action Options/Recommendation: Approval of un-budgeted items in the amount of \$288,031.64 to prevent the loss of data and efficient field operations in the event of a server crash.

Source of Funding (if applicable): Three-year service agreement with Motorola Solutions for Computer-Aided Dispatch, Records Management System, Jail Management System, Mobile Data Terminal connectivity, a primary and back-up server, and the Flex Subscription Suite for \$288,031.64 for the first year and \$112,719.84/year for years 2 and 3.

ATTACHMENTS:

1. 08-04-26 26-xxx Authorize Software Service Agreement Motorola Flex Subscription Police
2. 2026.07.17 Software Service Agreement Flex Police
3. 2026.07.17 Quote Flex Software Subscription Police
4. 2026.07.21 Agenda Memo - Police Motorola Solutions Service Agreement
5. 2026.07.21 Agenda Memo - Police Motorola Solutions Service Agreement Pricing Breakdown

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF
SOFTWARE SERVICE AGREEMENT WITH MOTOROLA SOLUTIONS, INC.,
FOR A FLEX SUBSCRIPTION SUITE
FOR THE POLICE DEPARTMENT**

FINDINGS:

1. The City of Orange Beach Police Department desires to contract with Motorola Solutions, Inc. (hereinafter “Motorola”), for FLEX Subscription Suite software, which includes computer-aided dispatch, records management and jail management systems, mobile data terminal connectivity, and primary and back-up servers to improve operations of the Police Department.
2. After having reviewed the Agreement (attached Exhibit A), the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

1. That the Mayor is hereby authorized to execute the 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 4th DAY OF AUGUST, 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 August 4, 2026.

City Clerk



MOTOROLA SOLUTIONS

Proposal

Orange Beach Police Department

FLEX Subscription Suite

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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Motorola Solutions, Inc.
500 W. Monroe Street; Suite 4400
Chicago, IL 60661

June 19, 2026

Chief David "Trent" Johnson
Orange Beach Police Department
4480 Orange Beach BL
Orange Beach, AL 36561

Re: Proposal for FLEX Subscription Suite

Motorola Solutions, Inc. ("Motorola") is pleased to provide the attached Proposal to the Orange Beach Police Department. This Proposal is valid for one hundred eighty days from the date of this letter. More than 3,500 agencies, in 48 states, have chosen Flex as a trusted solution for public safety. Flex provides a solution to meet your agency's specifications, and prepares for future growth and changes. As part of Motorola's end-to-end ecosystem of public safety tools, Flex works with your existing infrastructure to streamline how information is received, shared, and analyzed. And with a single point of data entry for all functions, it is an easy-to-use system that allows your personnel to work with speed and accuracy in the most critical moments.

Motorola's proposal is based upon and subject to the terms and conditions of the Motorola Solutions Customer Agreement ("MCA"), , its Exhibits and applicable Addenda. This Proposal is valid for a period of one hundred eighty days. You may accept this Proposal by providing to Motorola a signed copy of the enclosed MCA, and sending your order to your Motorola Public Safety Solutions Consultant listed below.

Motorola appreciates your consideration of this Proposal and hopes you will find it acceptable. Motorola would be pleased to address any concerns you might have, and we look forward to receiving your response. Please feel free to contact your Motorola Public Safety Solutions Consultant with any questions:

Billy Duncan
(205) 394-2085
billy.duncan@motorolasolutions.com

Sincerely,



Anthony Johnson
Area Sales Manager
MOTOROLA SOLUTIONS, INC.

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Section 1

Proposal Pricing

1.1 Pricing Summary Table

Description	Price
FLEX Subscription Year 1	\$69,361.84
FLEX Subscription Year 2	\$63,361.84
FLEX Subscription Year 3	\$63,361.84
Grand Total System Price – 3 Years	\$196,085.52

1.2 Agency / Subscription Package & Add Ons

Agency	Subscription Package / Add Ons
Orange Beach Police Department	CAD Plus Subscription Records Plus Subscription Mobile CAD Plus Subscription Mobile RMS Plus Subscription Cloud Hybrid Functionality Plus Subscription Jail Management XML Citation Interface LiveScan Interface APXNXT Plot to Flex Maps CAD Continuity Mobile Arrest Form Mobile Records Mobile Law Forms GIS Managed Service with Biannual Updates

1.3 FLEX Subscription Offer Comparison

Flex Offer Comparison Matrix	Standard	Plus	Add On
CAD Functionality			
Flex Hub	X	X	
CAD	X	X	
StateLink	X	X	
Imaging	X	X	
Rapid Notification 2.0	X	X	
Data Replication	X	X	
CAD Mapping	X	X	
Esri ArcGIS licenses	X	X	
Alarm Tracking and Billing		X	
Premises and Hazmat Information		X	
Motorola ASTRO Radio Location integration – Intelligent Middleware Server Not Included		X	
Response Plans		X	
Esri ArcGIS high-availability CAD mapping environments			X
CAD Management Dashboard			X
CompStat Management Dashboard			X
Records Management Functionality			
Law Records	X	X	
IBR	X	X	
Arrest	X	X	
Evidence Barcode and Auditing	X	X	
Evidence Management	X	X	
Offender Tracking	X	X	
Personnel Management	X	X	
Traffic Information	X	X	
Pin Mapping	X	X	
Demographic Summary	X	X	
Civil Process	X	X	
Fleet Maintenance		X	
Inventory Management		X	
Licenses and Permits		X	

Flex Offer Comparison Matrix	Standard	Plus	Add On
Pawned Property		X	
Vehicle Impound		X	
Equipment Maintenance		X	
Premises Inspections			X
Clery Reporting			X
Command Staff Productivity Dashboard			X
Community Dashboard			X
Mobile CAD Functionality			
Mobile Voiceless CAD	X	X	
Fire Mobile CAD	X	X	
Fire Mobile AVL	X	X	
Mobile AVL and Mapping		X	X
Mobile Premises and Hazmat		X	X
Quickest Route		X	X
Flex Touch		X	X
Mobile RMS Functionality			
Mobile Records	X	X	
Driver's License Scanning	X	X	
eCitation / DUI form			X
State Crash form			X
Mobile Arrest form			X
Mobile Field Report with Field Interview			X
Mobile Fire Field Interview form			X
Mobile Warning form			X
Jail Functionality			
Jail Management			X
Inmate Tracking			X
Cell Checks			X
Livescan Fingerprint Interface			X
Disciplinary Actions			X
Inmate Work Assignment			X
Commissary Management			X
Cloud Hybrid Functionality			
Single Sign-On	X	X	

Flex Offer Comparison Matrix	Standard	Plus	Add On
Cloud-based CAD extension for remote incident management	X	X	
Multi-agency search and historical data sharing	X	X	
Internal text, email, and voice alerting for PSAP communication	X	X	
CAD inter-agency data sharing	X	X	
Proximity alerting based on event and location	X	X	
Automated intelligent workflows for incident and task management	X	X	
Private premises information access	X	X	
Map and event monitor of 9-1-1 calls, CAD incidents and future integrations (sold separately)	X	X	
Additional map location or device package integrations including: radios, body cameras, in-car video, drones, smartphone apps, LPR, cameras and AVL-equipped vehicles		X	
Managed Services			
Software maintenance	X	X	
Remote technical support	X	X	
24/7 network monitoring with SOC support to find and respond to threats	X	X	
24/7 SOC identification and prevention of cyber threats on CAD endpoints			X
GIS Managed Services Biannual Updates		X	X
Remote SAA-as-a-Service through Reliable Administration			X
Server replacement and support through Solutions II			X

This list is not exhaustive. Flex has dozens of third-party interfaces, as well as state-specific forms and modules, all available as an add on to your Flex subscription. Check with your Motorola Solutions sales representative for a comprehensive list of functionality, supported integration types and specific compatible vendors.

1.4 Pricing Notes

- It is understood that throughout the duration of this agreement, Motorola Solutions may innovate and introduce additional CAD | Mobile | RMS | JMS cloud-based functionalities. Subscribers are hereby granted the authority to access and utilize any hybrid feature within the CAD | Mobile | RMS | JMS suite that aligns with their on-premises authorizations at time of hybrid feature release. Motorola solutions may introduce additional cloud-based functionalities which enhance the value and capabilities beyond the scope of the original contracted solution. These new features, should they emerge during the active contract period, may not be automatically included in the base subscription, but rather will be made available for current subscribers to acquire as an optional, supplementary purchase.
- Motorola Solutions explicitly maintains the right, at its sole discretion, to (a) extend such features and functionalities to on-premises systems or through cloud services, and (b) unveil novel features or advancements as part of a Major Release

- No Hardware is included in this proposal. If hardware is needed for any listed functionality, it will be sold separately.
- Customer will be required to pay implementation services costs for any FLEX module/functionality that falls within a subscription bundle which is included in this proposal but not yet owned by the agency at the time the agency desires to use the module/functionality. There will be no additional licensing costs or maintenance costs for said module/functionality, only implementation services costs.
- The Customer, upon mutual agreement with Motorola, may elect to transition to Motorola's full cloud CAD and RMS Management system suite. Upon such transition, the scope of this subscription will be limited to the functionality contained in the base offer of the Cloud Suite, and, to the extent available at the time of transition, equivalent features to Customers on premise system. Any professional services for provisioning, configuration, and training users on the cloud suite will be available for purchase separately from this subscription.

1.5 Payment Schedule

Subscription Based Services

Motorola will invoice Customer annually in advance of each year of the plan.

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda.

Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. 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

FLEX Subscription Suite will be invoiced annually with the subscription period beginning on January 1, of each year (Year 1: January 1, 2027) and ending on December 31, of each year for the term of this Agreement. Terms Net 30.

Bill to Address. Invoices will be sent to the Customer at the following address:

Dept.: Orange Beach Police Department

Name: Chief David "Trent" Johnson

Address: 4480 Orange Beach BL Orange Beach, AL 36561

Phone: 251-981-9777

Email: djohnson@orangebeachal.gov

Ship to Address

Dept: Orange Beach Police Department

Name: Chief David "Trent" Johnson

Address: 4480 Orange Beach BL. Orange Beach, AL 36561

Phone: 251-981-9777

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: Orange Beach Police Department

Address: 4480 Orange Beach BL. Orange Beach, AL 36561

1.6 Quote Signature Block

The Customer’s signature below constitutes its agreement to purchase the licenses, products and/or services according to the terms quoted by Motorola Solutions within this document.

Orange Beach Police Department

Customer Name

Authorized Signature

Date

Print Name and Title

Description of Subscription Features

2.1 CAD Web Client

CommandCentral CAD Web Client is a light web-based CAD client that augments the FLEX CAD on premise system, providing seamless bi-directional functionality between the CAD web user and the dispatcher in communications.

The product is useful for the following user groups:

- Dispatch supervisors
- First Responders
- Command Staff in need of real-time CAD monitoring
- Desk Officers
- Non-emergency call takers

CommandCentral CAD Web Client provides authorized access to CAD incident and unit information via a Chrome web browser. The client provides the benefits of a cloud-based deployment without a need to VPN into a network to access critical CAD data. The application can be used on a single display or across multiple computer displays.

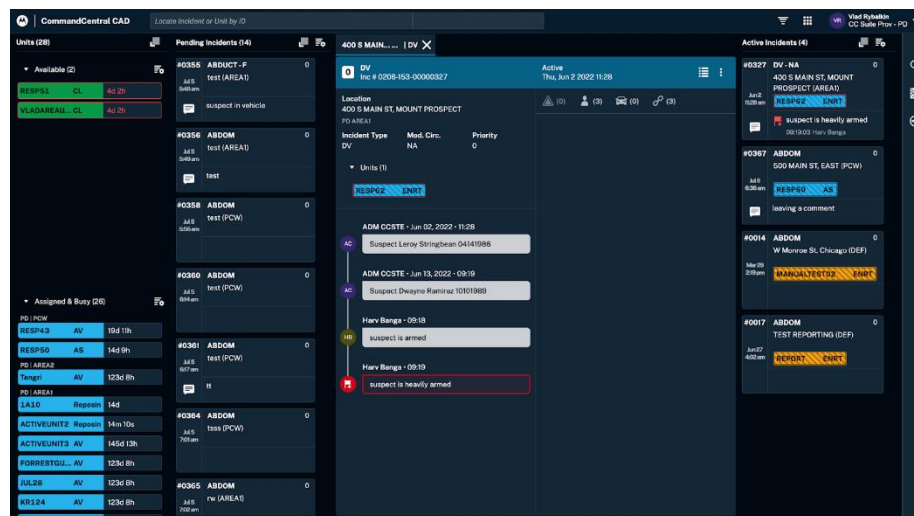
CAD Web Client also provides the capability to create single-agency / single-discipline CAD incidents with address validation against Esri World Geocoder as well as agency-owned GIS data. The application also provides the ability to assign Report numbers (single and multiple against owning and responding agencies). Users can also update CAD incidents (involved persons, vehicles, comments). The CommandCentral CAD Web Client is exclusively cloud-hosted by Motorola Solutions, utilizing Azure Government Cloud.

CAD Web Client provides basic incident search capabilities so that users can look up pending, active, and closed incidents by several parameters (CAD Incident ID, RMS Report ID, involved person's first, last name, and phone number, comments, address, and incident type). Users can also view incident history from within the Web Client UI to understand the chronology of events in a given CAD incident.

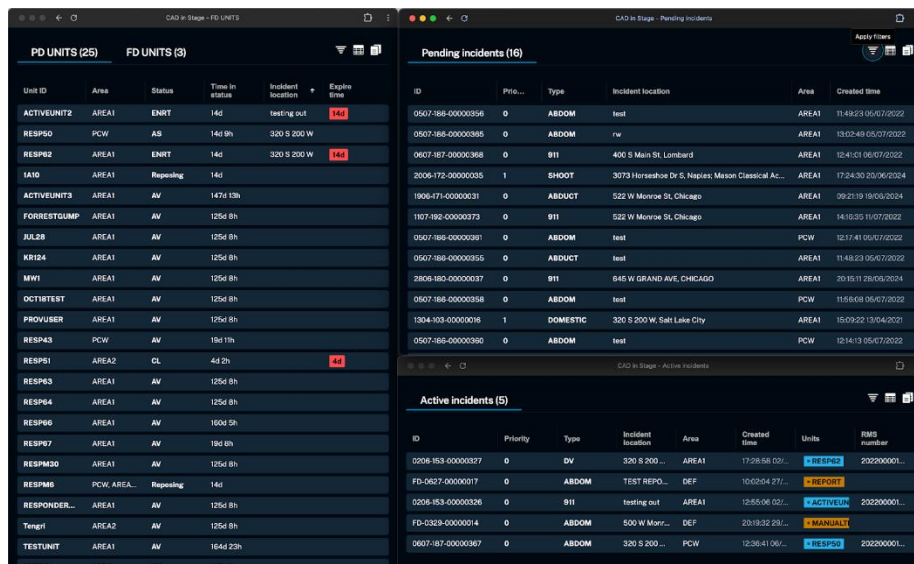
The customer will have access to the following functionality:

- Monitoring capabilities (incident and unit)
- CAD Map (incident display and display of assigned units) including map layers
- Incident search capabilities
- Basic agency-based incident and unit monitoring permissions to restrict unauthorized access
- Viewing printable incident details report from CAD incident details.

- Incident history
- Incident management capabilities
 - Incident create (single/multi-discipline) with ESRI World Geocoder and customer GIS data (addresses, response boundaries)
 - Field initiated incident
 - Unit assignment
 - Add comment, persons, vehicles
 - Incident close and reopen
 - Request a Records/RMS Report Number
 - Display of associated incidents
- Unit status update, place on/off duty



Single screen default view [Dispatch mode]



CAD Web Client Extracted Status Monitors [single page view]

2.2 CommandCentral Responder CAD

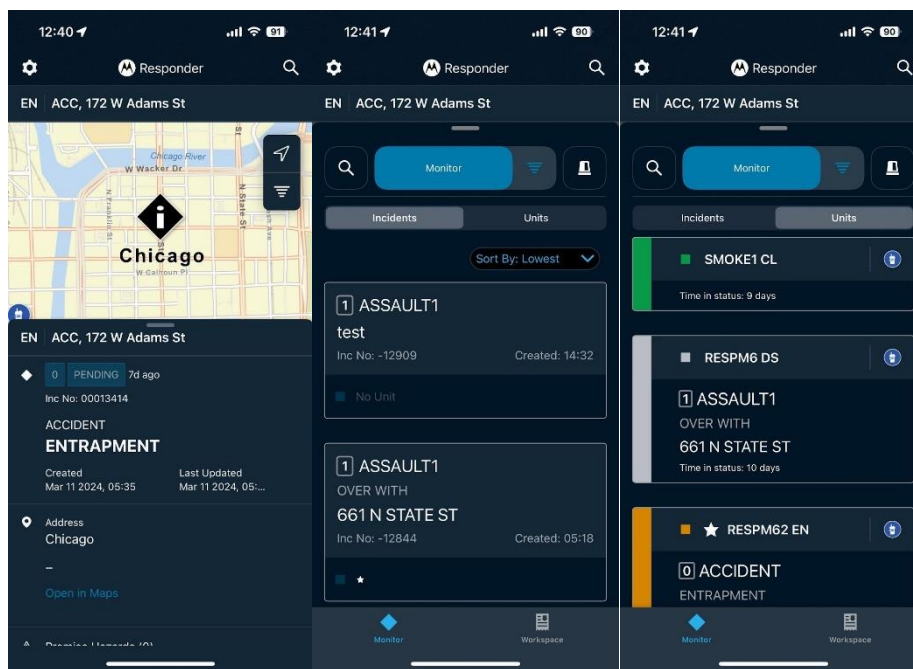
Available in 2026 for FLEX

CommandCentral Responder is a mobile solution for frontline Responders. This includes an application for iOS and Android devices. The core needs of the public safety first responder for database look-ups, messaging, mapping, status updates, status monitors, and CAD features can be accessed anywhere – on foot, on a boat, on a motorcycle, on horseback, and within the patrol vehicle.

CC Responder CAD supports the following Mobile Operating Systems:

- iOS 15 and after
- Android 10 and after

The Responder CAD solution allows users to view incident and unit status monitor, Self-Assign Incidents, Send & Receive CAD Comments, View location of Pending and Active Incidents, View Incident Details, and View Unit Locations. Depending on which feature flags are enabled, a customer can gain access to different sets of features. Users can set up the application easily by downloading the application from App Store or Play Store, and simply logging in with their CommandCentral account.



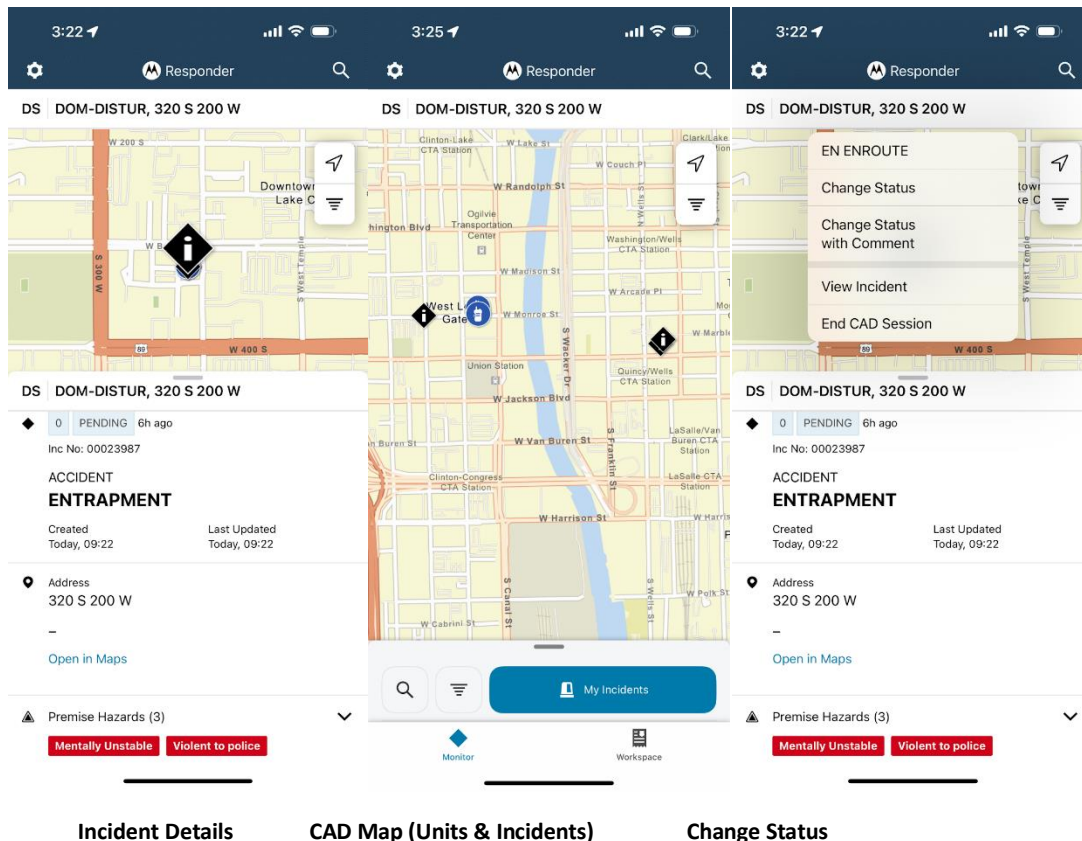
Incident Details

Incident Monitor

Unit Monitor

CommandCentral Responder CAD Core Functionality:

CommandCentral Responder CAD provides First Responders and other authorized personnel with the following functionality:



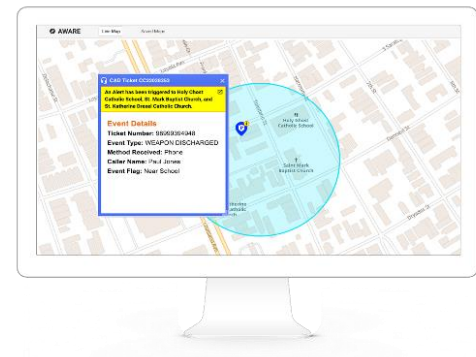
- Monitoring capabilities (incident and unit)
- CAD Map (incident display and location of assigned units)
- Incident & Unit search capabilities
- Unit status update
- Address verification and reverse geocoding using ESRI World Geocoder/Agency-provided data
- Premise hazards
- Basic capabilities
 - Incident creation
 - Self-Assignment of Incidents
 - Send and Receive CAD comments
 - Unit status change
 - Incident close with disposition

Note: CommandCentral Responder is the mobile companion to CommandCentral Evidence, helping officers securely capture images, video and audio on scene with an Android or iOS device.

2.3 Internal Messaging, Intra Agency CAD Data Sharing, Proximity Alerting (Rave Link)

Rave's situational awareness solution, Rave Link, is a secure and interoperable solution for public safety agencies to speed response times by sharing data, automating workflows, and more effectively collaborating across jurisdictions and on different CAD systems. Using AI to enhance situational awareness, this software solution gives 9-1-1 dispatchers, first responders, and relevant emergency service agencies the information they need to respond more effectively and cohesively to critical incidents.

In moments of crisis, whether it be a mental health situation, an active assailant, or a weather emergency, there are many moving parts and often a deluge of incoming information. With an intuitive user interface that shows automated alerts, map locations, task assignments, and situational updates, Rave's situational awareness solution allows you to give advance notice, allocate resources, and communicate better with the key leaders in your organization. md



Tools that enhance agency responses include:

Proximity Alerts

Key data from an ongoing event, including locations indicated on an interactive map, are used to automate critical notifications and quickly get the right information to the right people.

Complex Event Management

During complex situations that require coordinated effort across multiple agencies or jurisdictions, an incident can automatically trigger a dedicated collaborative event, assign tasks for your team to complete, and offer easy mechanisms for tracking progress and updates.

Cross Agency Visibility

Sharing CAD data with neighboring organizations enables both jurisdictions to see events and updates in real time, allowing both teams to give a faster response, and increasing situational awareness across jurisdictions.

By sharing relevant information and improving workflows, Rave's situational awareness solution offers the following benefits to your team:

Increased situational awareness for incidents across jurisdictions, such as a multi-alarm fire, major interstate crash, active string of crimes, severe weather, active pursuit of wanted person, missing person search, and more.

Improved officer safety through effective dispatch workflows and automatic notifications.

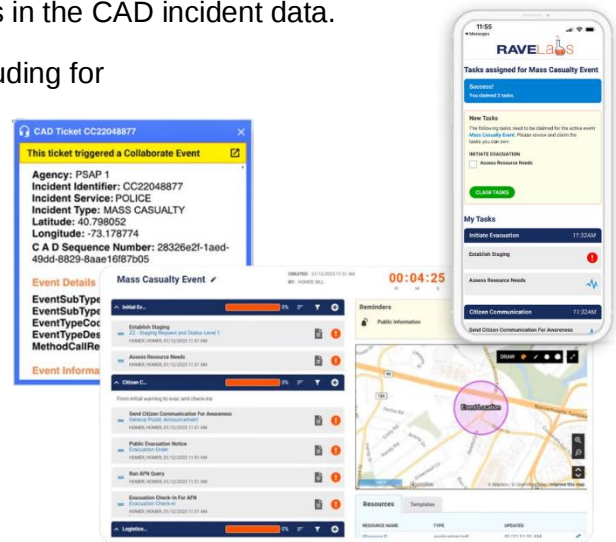
Reduced opportunities for human errors thanks to configured tools such as task assignment, reminders, and checklists, as well as an easy flow of communication that decreases the number of calls to transfer.

Best-in-class speed, deliverability, and reliability of notifications via SMS, voice, email, or applications based on automated rules leveraging any elements in the CAD incident data.

Support for expanded or alternate dispatch workflows, including for mental health or domestic violence incidents.

Lower total cost of ownership with cloud-based hosting and a single secure connection to a data hub.

Rave Mobile Safety works directly with customers to create platforms and configurable tools that address your unique needs. For more details on Rave Link, see <https://www.ravemobilesafety.com/products/rave-aware/#>.



2.4 Automated Intelligent Workflows for Incident and Task Management

Motorola Solutions' Rave Collaborate is a crisis management platform that supports your team's communication and collaboration, whether in routine situations or emergencies.

With Rave Collaborate, it is easy to establish clear responsibilities, immediately assign critical tasks, and provide event-specific materials to ensure procedures are being followed. Responses and actions are automatically recorded and tracked to confirm that the appropriate steps are being taken.

Benefits of Rave Collaborate include:

Increased coordination between team members

From a single screen, users can see their own tasks as well as what has been assigned to others. Team members are connected and can address situations with a planned strategy, making coordinated decisions in real time as actions and tasks are accomplished.

Greater situational awareness for all personnel

Notes, status reports, and next steps are immediately visible. From the onset of an event through the all-clear signal, your organization's leadership and responsible personnel are current from one moment to the next.

Faster response times in moments of emergency

Rave Collaborate provides a clear list of tasks and responsibilities, templates for all types of scenarios, and an easy mechanism to record and share actions taken. Teams are prepared to act quickly during the initial critical moments of an incident as first responders arrive.

Automatic record of events and response sequence

A detailed timeline records all actions taken during routine situations or unexpected emergencies, providing your staff with the information they need to complete reports, communicate about outcomes, and improve response strategies for the future.

Rave Collaborate helps your organization to be prepared for all possible scenarios. Team members quickly share critical data, send notifications, and coordinate a response to make sure every task is completed. In emergency moments, Rave Collaborate helps everyone to perform to their best.

2.5 Map and Event Monitor (Base CommandCentral Aware Map)

CommandCentral Aware offers a unified mapping interface, powered by ESRI, to display resource and event locations and alerts. Users can view all location-based data on the map display. The CommandCentral Aware map also includes the following:

- Custom Map Layers - Add your custom map layers from ArcGIS, Mapbox or GeoServer.
- Data Layer Panel – Show or hide data and custom map layers to refine the map view.
- Event Detail Display – View details associated with each event on the map.
- Incident Recreation – Replay a time lapse of mapped events over a set period of time for up to 90 days. This history can be exported and viewed in Google Earth or ESRI ArcGIS Pro.
- Traffic and Weather - Overlay real-time traffic data and a weather radar map layer.
- Building Floor Plans - Enhance your map view with the addition of static indoor floor plans.
- Collaborative Drawing Tools - Draw polygons, polylines, and points onto the map. Annotations are visible by all users as a data layer.
- Zones of Interest - Create geo fences that geographically filter information in a defined area.
- Directed Patrol Alerts - Specify geographic areas, set alerts and define rules for resources to enter and remain in for a user-determined period of time.
- Unit Management - From CommandCentral Admin, affiliate various resources into a single unit that can be named and intelligently tracked based on data from all affiliated resources.

CommandCentral Aware for 911 User Interface

Aware for 911: A Unified User Interface for Public Safety

Aware for 911 provides a comprehensive and intuitive user interface that consolidates critical information and functionalities for enhanced public safety operations. Aware for 911 streamlines workflows and empowers Public Safety Answering Points (PSAPs) with advanced tools for improved situational awareness and response during emergency call handling.

Solution Elements:

CommandCentral Aware is comprised of a series of core, functional modules and integrated systems. The CommandCentral Aware PSAP Starter offer includes the following:

- Modules:
 - ESRI-based Unified Map: Displays resource and event locations and alerts in a single view. Includes features for custom map layers, data layer management, event detail display,

- incident recreation with timelapse, traffic and weather overlays, building floor plans, collaborative drawing tools, zones of interest, directed patrol alerts, and unit management.
- Configurable Event Monitor: Provides a real-time, customizable list of event and resource alerts, filterable by type. Users can create tabs, customize columns, pin events, and apply filters to the map for a unified view. Event details are accessible through a dialogue box.
- Workflow Automation Rules Engine: Enables the creation of rule-sets to trigger actions based on event types, such as highlighting events in the Event Monitor or generating audible alerts.
- Integrations:
 - VESTA 9-1-1: Call locations and details.
 - CommandCentral, PremierOne, or Flex CAD: Incident locations, details, unit location, status, and details (if enabled within the CAD system).
 - Rave Mobile Safety Panic Button: Panic alert locations and details.
 - Rave Alert: Mapping of geo-based alerts.
 - Other 3rd party apps available depending on region.
- Cloud Connectivity:
 - Cloud anchor server hardware and required software are available, if not already present, to establish a connection between on-premises systems and the CommandCentral cloud.
- Functionalities & Features:
 - Unified Platform: Consolidates access to mapping, Smart911, facility data, Smart Transcription, and more into a single, user-friendly interface.
 - Mapping Integration: Displays real-time location data of callers, including those using mobile devices, alongside critical GIS information for efficient dispatch and resource allocation.
- Smart Transcription: Provides live transcription of calls, enabling quicker comprehension and facilitating information sharing among call takers and responding units.
 - Customization Options: Allows agencies to configure the interface and workflows to match their specific needs and operational procedures.
- Boundaries:
 - Aware for 911 is a user interface and relies on the functionality of integrated systems for features like mapping, data delivery, and transcription.
 - System performance and data accuracy are contingent on factors like network connectivity and the quality of information provided by third-party services.

2.6 Multi-Agency Search

The Multi-Agency Search feature provides a robust search interface enabling participating MSI agencies to share Persons, Vehicles, and Incident Report data from the PFLEX Records Management System (RMS) with other PremierOne1 and Flex agencies. This collaborative tool empowers agencies to:

- **Control Data Sharing:** Agencies have the discretion to select the specific types of information that are available for sharing.

- **Manage Sharing Partners:** Each agency can manage its list of trusted agencies with which to share data with, ensuring that data-sharing arrangements are mutually agreeable and maintain data integrity.
- **Enhance Search Capabilities:** Participating agencies that have opted in will gain the ability to conduct searches across a broader regional data set, which can foster a cooperative environment among agencies, streamline investigative processes, and ultimately enhance public safety operations through more effective data utilization.

2.7 ActiveEye Endpoint Security

Overview

Identifying and mitigating cyber threats requires continuous monitoring and technical capabilities to distinguish real threats from millions of alerts, as well as the expertise to quickly evaluate and remediate them if needed. ActiveEye Endpoint Security for the Flex subscription provides a component of a complete cybersecurity program for protection against cyber threats like malware. The endpoint solution is customized and tested for interoperability, performance and upgradeability with FLEX releases.

The ActiveEye Endpoint Security solution can help secure your agency's Motorola Solutions applications and devices through a combination of endpoint security, ActiveEye security platform, and the expertise of Motorola Solutions' cybersecurity analysts in our Security Operations Center (SOC).

Endpoint Detection and Response

The Endpoint Security solution leverages best-in-class Endpoint Detection and Response (EDR) tools with the ActiveEye platform that allows for investigation and orchestrated response actions to protect monitored endpoints. The EDR agent is tested, verified, documented and supported on the Flex endpoints.

EDR integration with ActiveEye accelerates investigations by making necessary information available for analysts in a single platform where they can quickly access details of what caused an alert, its context, and its history. With EDR, analysts are able to initiate response actions (i.e., isolate host, ban or block a file hash, kill a process) on endpoints to respond to detection of verified malicious activity on the FLEX monitored endpoints.

Security Operation Center Services

Endpoint Security includes monitoring by Motorola Solutions SOC analysts to investigate and respond to endpoint threats on a 24/7 basis. The SOC team operates from secure, redundant locations in the United States, and can securely operate at remote locations if necessary. Team members complete regular training on customer data management and privacy to protect sensitive customer data. If a threat investigation requires input from your agency's security team, the SOC will create a security case and follow defined escalation procedures for each priority level.

Statement of Work

3.1 FLEX Subscription

Introduction

The System includes Equipment, pre-installed licensed software, Subscription Software (as outlined in the Solution Description), Installation Services, and Maintenance Services. This Statement of Work (SOW) sets forth the installation of the system and later sections address the maintenance of the system.

In accordance with the terms and conditions of the Agreement, this SOW defines the principal activities and responsibilities of all parties for the delivery of the Motorola Solutions, Inc. (Motorola) system as presented in this offer to the Orange Beach Police Department (hereinafter referred to as Customer). When assigning responsibilities, the phrase “Motorola” includes our subcontractors and third-party partners.

Deviations and changes to this SOW are subject to mutual agreement between Motorola and the Customer and will be addressed in accordance with the change provisions of the Agreement.

Unless specifically stated, Motorola work will be performed remotely. Customer will provide Motorola resources with appropriate system access to enable Motorola to fulfill its delivery obligations.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the mutually agreed upon Project Schedule. Any changes to the Project Schedule will be mutually agreed upon via the change provision of the Agreement.

The number and type of software or subscription licenses, products, or services provided by Motorola or its subcontractors are specifically listed in the Agreement and any reference within this document as well as subcontractors’ SOWs (if applicable) does not imply or convey a software or subscription license or service that are not explicitly listed in the Agreement.

Award, Administration, and Project Initiation

Project Initiation and Planning will begin following execution of the Agreement between Motorola and the Customer.

Following the conclusion of the Project Planning Session, the Motorola Project Manager will conduct twice monthly one-hour remote status meetings with the Customer Project Manager for the purpose of baselining progress of current activities and the planning of future activities. Following the conclusion of the Contract Design Review, the Motorola Project Manager will prepare and submit monthly status reports to the Customer Project Manager. Monthly Status Reports provide a summary of the activities completed in the month, those activities planned for the following month, project progress against the project schedule, items of concern requiring attention, as well as potential project risks and agreed upon mitigation actions.

Motorola utilizes Google Meet as its teleconference tool. If Customer desires a different teleconference tool, it may provide a mutually agreeable alternate tool at Customer expense.

Project Roles & Responsibilities Overview

Motorola Project Roles & Responsibilities

A Motorola team, made up of specialized personnel, will be assigned to the project under the direction of the Motorola Project Manager. Team members will be multidisciplinary and may fill more than one role. Team members will be engaged in different phases of the project as necessary.

In order to maximize efficiencies Motorola's project team will provide services remotely via teleconference, web-conference, or other remote method in fulfilling its commitments as outlined in this SOW. Motorola project team resources will be onsite at the Customer location as noted in this SOW.

The personnel role descriptions noted below provide an overview of typical project team members. One or many resources of the same type may be engaged as needed throughout the project. There may be other personnel engaged in the project under the direction of the Project Manager.

Motorola's project management approach has been developed and refined based on lessons learned in the execution of hundreds of system implementations. Using experienced and dedicated people, industry-leading processes, and integrated software tools for effective project execution and control, we have developed and refined practices that support the design, production, and testing required to deliver a high quality, feature-rich system.

Motorola Project Manager

A Motorola Project Manager will be assigned as the principal business representative and point of contact for the organization. The Project Manager's responsibilities include:

- Manage the Motorola responsibilities related to the delivery of the project.
- Maintain the project schedule and manage the assigned Motorola personnel and applicable subcontractors/supplier resources.
- Manage the Change Order process per the Agreement.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Collaborative coordination of Customer resources to minimize and avoid project delays.
- Measure, evaluate, and report the project status against the Project Schedule.
- Conduct remote status meetings on mutually agreed dates to discuss project status.
- Prepare and submit a monthly status report that identifies the activities of the previous month, as well as activities planned for the current month, including an updated Project Schedule and action item log.
- Provide timely responses to issues related to project progress.

Application Specialist

The Motorola resource will work with the Customer project team with system provisioning. The Application Specialist's responsibilities will include:

- Provide provisioning training and guidance to the Customer to set up, operate, and maintain the system.
- Provide support during the transition to live use operations of the Flex system.

Flex Training Specialist

The Flex Training Specialist provides instruction on the Flex software application. The Flex Training Specialist responsibilities include:

- Teaching and instructing agency end users and staff on the use and operating methods of Flex software products and services.
- Conducting onsite and/or virtual training of Motorola Flex software modules.
- Presenting training using a variety of classroom training methods, including lecture, online projection, live demonstration, etc.
- Maintaining communication with the Project Manager, Application Specialist, and agency contact(s) related to the training plan.

Solution Specialist

The Solution Specialist is responsible for influencing and driving optimal outcomes of the software solution. Specific responsibilities include the following:

- Consulting with the Customer on objectives and guiding best practice adoption.
- Driving early engagement of key project stakeholders to understand end-to-end workflows affecting outcomes.
- Providing training expertise that addresses the Customer's unique needs, objectives, and requirements.

GIS Specialist

The Motorola GIS Specialist specializes in geographical information technology. Responsibilities of the Motorola GIS Specialist include the following:

- Perform the GIS analysis on the Customer-supplied GIS source data.
- Provide the results of the GIS analysis based on the requirements of the Motorola GIS Build Requirements document to include:
 - Geocoding Data.
 - Centerlines to support Routing.
 - Response Area Polygons.
- Offer consultation services for the conversion of Customer GIS source data for Motorola use.
- Provide instruction on the use of GIS as it pertains to the Motorola system.

Solutions Architect

The Solutions Architect is responsible for the delivery of the technical and equipment elements of the solution. Specific responsibilities include:

- Confirmation that the delivered technical elements meet contracted requirements.
- The delivery of interfaces and integrations between Motorola products.
- Remain engaged throughout the duration of the delivery.

Customer Success Advocate

A Customer Success Advocate will be assigned to the Customer post cutover event. By being the Customer's trusted advisor, the Customer Success Advocate's responsibilities include:

- Assist the Customer with maximizing the use of their Motorola software and service investment.

- Actively manage, escalate, and log issues with Support, Product Management, and Sales.
- Provide ongoing customer communication about progress, timelines, and next steps.

Support Services Team

The Customer Support Services team will provide ongoing support following commencement of beneficial use of the Customer's System(s) as defined in Customer Support Plan

Customer Core Team, Project Roles, and Responsibilities Overview

The success of the project is dependent on early assignment of a Customer Core Team. Motorola has defined the following key resources that are critical to this project and must participate in all the activities further defined in this SOW. During the Project Planning phase, the Customer will be required to deliver names and contact information for the below listed roles that will make up the Customer Core Team. In many cases, the Customer will provide project roles that correspond with Motorola's project roles. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Core Team will be engaged from project initiation through beneficial use of the system. Their continued involvement in the project and use of the system will convey the required knowledge to maintain the system post-completion of the project and drive change and user adoption. In some cases, one person may fill multiple project roles. The Customer Core Team must be committed to participate in activities for a successful implementation. In the event the Customer is unable to provide the roles identified in this section Motorola may be able to supplement Customer resources at an additional price.

Project Manager

The Project Manager will act as the primary Customer point of contact for the duration of the project. The Project Manager is responsible for management of any third-party vendors that are the Customer's subcontractors. In the event the project involves multiple agencies, Motorola will work exclusively with a single Customer-assigned Project Manager (the primary Project Manager). The Project Manager's responsibilities include:

- Communicate and coordinate with other project participants.
- Manage the Customer project team including timely facilitation of efforts, tasks, and activities.
- Maintain project communications with the Motorola Project Manager.
- Identify the efforts required of Customer staff to meet the task requirements and milestones in this SOW and Project Schedule.
- Consolidate all project-related questions and queries from Customer staff to present to the Motorola Project Manager.
- Review the Project Schedule with the Motorola Project Manager and finalize the detailed tasks, task dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor the project to ensure resources are available as scheduled.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to maintain the Project Schedule.
- Ensure Customer vendors' adherence to overall Project Schedule and Project Plan.

- Assign one or more personnel who will work with Motorola staff as needed for the duration of the project, including at least one Application Administrator for the system and one or more representative(s) from the IT department.
- Identify the resource with authority to formally acknowledge and approve Change Orders, approval letter(s), and milestone recognition certificates, as well as approve and release payments in a timely manner.
- Provide building access to Motorola personnel to all Customer facilities where system equipment is to be installed during the project. Temporary identification cards are to be issued to Motorola personnel if required for access to facilities.
- Ensure remote network connectivity and access to Motorola resources.
- As applicable to this project, assume responsibility for all fees for licenses and inspections and for any delays associated with inspections due to required permits.
- Provide reasonable care to prevent equipment exposure to contaminants that cause damage to the equipment or interruption of service.
- Ensure a safe work environment for Motorola personnel.
- Provide signatures of Motorola-provided milestone certifications and Change Orders within ten (10) business days of receipt.

System Administrator

The System Administrator manages the technical efforts and ongoing tasks and activities of their system as defined in the Customer Support Plan (CSP). System Application Administrator (SAA) The Application Administrator(s) manage the Customer-owned provisioning maintenance and Customer code tables required to enable and maintain system operation. The Application Administrator's involvement will start at the Business Process Review (BPR) stage of the project. They will attend provisioning and training events and remain engaged throughout the project to ensure they are able to maintain the provisioning post Customer Provisioning handoff. For solutions that consist of multiple Motorola products (e.g. CAD and Records) the Customer may elect to have multiple Application Administrators. The Application Administrator's responsibilities include:

- Participate in overall delivery and training activities to understand the software, interfaces, and functionality of the system.
- Participate with the SMEs during the BPR, provisioning process, and training.
- Authorize global provisioning choices and decisions, and be the point(s) of contact for reporting and verifying problems and maintaining provisioning.
- Obtain inputs from other user agency stakeholders related to business processes and provisioning.

GIS Administrator

The GIS Administrator is responsible for the development and maintenance of all the GIS data used in the Motorola system. The GIS Administrator must have a working knowledge of Esri software including ArcDesktop and ArcPro. Administrator proficiency with model builder, toolbox tools, Network Analyst, and general database structures is key to the GIS Administrator's ability to manage the GIS needs of the Motorola system. Duties for this resource include: providing data in the correct schema; developing, maintaining and updating GIS data; support the GIS elements used in Motorola software; keep in regular communication with the other administrative resources.

Subject Matter Experts

The Subject Matter Experts (SME) are the core group of users involved with the Business Process Review (BPR) and analysis, the provisioning process, including making global provisioning choices and decisions, and training. These members should be experienced users in the working area(s) they represent, i.e. dispatch, patrol, etc., and should be empowered to make decisions related to provisioning elements, workflows, and screen layouts.

IT Personnel

IT personnel provide required information related to LAN, WAN, wireless networks, server, and client infrastructure. They must also be familiar with connectivity to internal, external, and third-party systems to which the Motorola system will interface.

Training Representative

Training representatives will be the point of contact for the Motorola Application Specialist when policy and procedural questions arise. They will act as course facilitators and are the Customer's training monitors.

Additional Resources

Additional resources, such as trainers and database administrators, may also be required.

User Agency Stakeholders

User Agency Stakeholders, if the system is deployed in a multi-agency environment, are those resources representing agencies outside of the Customer's agency. These resources will provide provisioning inputs to the Customer Core Team if operations for these agencies differ from that of the Customer. The Customer will manage User Agency Stakeholder involvement, as needed, to fulfill Customer responsibilities.

General Agency Responsibilities

In addition to the Customer Responsibilities stated elsewhere in this SOW, the Customer is responsible for:

- All Customer-provided equipment including hardware and third-party software necessary for delivery of the System not specifically listed as a Motorola deliverable. This will include end user workstations, network equipment, telephone, or TDD equipment and the like.
- Configuration, maintenance, testing, and supporting the third-party systems the Customer operates which will be interfaced to as part of this project. For those third-party systems, the Customer is responsible for providing Application Programming Interface (API) documentation that details the integration process for the level of interface integration defined by Motorola.
- Initiate, coordinate, and facilitate communication between Motorola and Customer's third-party vendors as required to enable Motorola to perform its duties.
- Active participation of Customer Core Team in project delivery meetings and working sessions during the course of the project. Customer Core Team will possess requisite knowledge of Customer operations and legacy system(s) and possess skills and abilities to operate and manage the system.
- Provision Customer code tables, following CAD and Records Admin Training.

- Provisioning of GIS data as requested by Motorola. This information must be provided in a timely manner in accordance with the Project Schedule.
- Electronic versions of any documentation associated with the business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meeting sessions using Google Meet or a mutually agreeable, Customer-provided, alternate remote conferencing solution.
- Allow Motorola remote access (24-hour access to a secured two-way Internet connection to the Motorola system firewalls for the purposes of deployment, maintenance, and monitoring).

CommandCentral Enablement

The Customer's cloud based features and functionality, as listed in the Cloud Hybrid Functionality Section of the System Description included herein, will be enabled and connected to the ancillary systems as defined in the Project Schedule. As new features and functionality are added to these base applications they will become available to the Customer during deployment and for the term of the subscription.

The Customer will work with Motorola on the setup and configuration of the Customer's firewall in order to allow traffic from CommandCentral.

Agency and User Setup

The Customer's agencies and CommandCentral users must be provisioned within the CommandCentral cloud platform using the CommandCentral Admin Console. The provisioning process allows the agencies to define the specific capabilities and permissions of each user.

Motorola Responsibilities

- Use the CommandCentral Admin tool to establish the Customer and Customer's agencies within the CommandCentral cloud platform. This activity is completed during the order process.
- Provision agency's CommandCentral initial users and permissions.

Customer Responsibilities

- Identify a System Administrator(s).
- Ensure all System Administrators complete the LXP CommandCentral Admin training.
- Use the CommandCentral Admin Console to set up CommandCentral administration and user passwords, and provision agency's CommandCentral users and permissions.

Motorola Deliverable

- Initial agencies and users have been configured.

CloudConnect Installation and Configuration

Customer's agencies and CommandCentral users must be provisioned within the CommandCentral cloud platform using the CommandCentral Admin Console. The provisioning process allows the agencies to define the specific capabilities and permissions of each user. Remotely complete the

installation of CommandCentral Connector to include networking, firewall and load-balancer configurations.

Motorola Responsibilities

- Create CommandCentral Agencies
 - Production Agency – Use the Customer's existing agency if available or create a new Agency if needed.
 - Non-Production Agency – New CommandCentral Agency for the non-production CommandCentral Connector to facilitate software evaluation and training.
- Remotely install CommandCentral Connector on the follow Flex environments:
 - Primary - Production
 - Disaster Recovery – Production
 - Hosting Site – Non-Production (Training or Staging)
- Verify network connectivity and test connection between Flex and CommandCentral.

Customer Responsibilities

- Provide a network path from the Flex firewall to the internet.
 - Open the firewall ports or FQDNs specified by Motorola to facilitate connectivity between CommandCentral Connector and the Cloud Services.
 - Provide an external internet connection to a Network Time Protocol (NTP) source of NIST or Google.
 - Provide an internet connection with capacity to support the operation of all Motorola hybrid solutions used on the system.
- Participate in Cloud Agency configuration and testing.

Motorola Deliverable

- CloudConnect Virtual Machine configuration is complete.

CommandCentral Workstation Configuration

Motorola Responsibilities

- Verify remote access to workstation(s).
- Request IP address to target workstation(s).
- Configure contracted CommandCentral workstation(s).

Customer Responsibilities

- Provide a dedicated delivery point for receiving, inventory, and storage of equipment.
- Receive and inventory contracted equipment (reference equipment list).
- Perform physical installation of the CommandCentral Solution workstations. Connect to power and network. Assign IP addresses for the network.
- Give assigned IP addresses of target workstation(s) to Motorola.
- Provide remote access to the CommandCentral Solution workstation(s).

CommandCentral Provisioning

Motorola will discuss industry best practices, current operations environment, and subsystem integration in order to determine the optimal configuration for CommandCentral Solution.

Motorola Responsibilities

- Using the CommandCentral Admin Console, provision users, groups, and rules based on Customer Active Directory data.

Customer Responsibilities

- Supply the access and credentials to the Customer's Active Directory for the purpose of Motorola conducting CommandCentral Solution provisioning.
- Respond to Motorola inquiries regarding users/groups/agency mapping to CommandCentral Solution functionality.

Rave Enablement

The Rave component of this solution is made up of four (4) different Rave applications: Rave Alert, Rave Collaborate, Rave Link, and Smart911.

- Rave Alert is a cloud-based mass notification platform that enables the Customer to send critical information and alerts to employees and the public via text, voice calls, and email.
- Rave Link is a comprehensive event management platform that enables streamlined communication and coordination for 9-1-1 agencies, particularly during high-pressure incidents and emergencies.
- Rave Collaborate is a secure and interoperable situational awareness solution that enables enhanced 9-1-1 response by sharing data and automating workflows between dispatchers, first responders, and emergency personnel.
- Smart911 is a secure and interoperable situational awareness solution that enables enhanced 9-1-1 response by sharing data and automating workflows between dispatchers, first responders, and emergency personnel.

Motorola Responsibilities

- Configure Rave Alert, with the Customer, to meet agency specific alerts and protocols.
- Configure workflows and protocols with the Customer in Rave Collaborate.
- Integrate Rave Link with the Customer's current CAD system.
 - Integration of Rave Link with Flex will occur during deployment, as defined in the mutually agreed upon Project Schedule.
- Implementation and configuration of Smart 911 with the Customer's 9-1-1 system.

Customer Responsibilities

- Provide requested access to systems, data, and personnel to assist in Motorola's enablement of Rave applications.
- Participate with Motorola in configuration of Rave alerts, protocols, and workflows to enable knowledge transfer of Rave solution management.

Interfaces and Integration

The installation, configuration, and demonstration of interfaces may be an iterative series of activities depending upon access to third-party systems. Interfaces will be installed and configured as reviewed during the Project Kickoff. Integrated functionality between Motorola developed products will be completed through the software installation and provisioning activities described herein. Integration activities that have specific requirements will be completed as outlined in this SOW.

Interface Deployment

Connectivity will be established between the Motorola system and the external and/or third-party systems to which the contracted software will interface. Motorola will configure the system to support each contracted interface. The Customer is responsible for engaging third-party vendors if and as required to facilitate connectivity and testing of the interfaces.

Motorola Responsibilities

- Establish connectivity to external and third-party systems.
- Configure interfaces to support the functionality described in the System Description and reviewed during the Interface Planning Session.
- Validate each interface can transmit and/or receive data in accordance with the System Description.

Customer Responsibilities

- Act as liaison between Motorola and third-party vendors or systems as required to establish interface connectivity with the Motorola system.
- Provide personnel proficient with and authorized to make changes to the network and third-party systems to support Motorola's interface installation efforts.
- Provide network connectivity between Flex and the third-party systems.

Motorola Deliverables

- Contracted Interfaces.

Integration Activities

Proprietary processes enable the transfer and receipt of data between Motorola systems.

Motorola Responsibilities

- Establish and validate connectivity between the Motorola systems.
- Validate each system can transmit and/or receive data.
- Enable the Data Exchange API (DEX) and on-board Customer's 3rd party vendor via the partner program, if/as contracted.

Customer Responsibilities

- Provide personnel proficient with and authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between the Motorola systems.
- Work with Customer's third-party vendor to sign up for the partner program. Participation in the Partner program is not included in this offer and is a post contract purchase. If purchased, Motorola will provide the instructions to signup, post, contract if purchased.
- Cover any license fees access to the DEX API or participation in the Advanced Partner Program not included in the contract.

Motorola Learning eXperience Portal (Online Training)

Training is made available to Customer, in part, via Motorola's Software Enterprise Learning eXperience Portal (LXP). This subscription service provides customers with continual access to Motorola's library of online learning content and allows your users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. Courses delivered or supplemented by LXP content are described in the training plan.

Motorola Responsibilities

- Configure a Customer-specific portal view.
- Prepare eXperience Portal access account to the portal for each user name provided by the Customer.
- Provide instruction to Customer LXP Administrator on building groups.

Customer Responsibilities

- Provide Motorola with names (first and last) and emails of Customer LXP administrators.
- Complete LXP Administrator training.
- Advise users of the availability of the LXP.
- Build groups as desired.

Motorola Support Engagement

Motorola will schedule a Support Engagement meeting between the Project Manager, Customer Support Manager (CSM), Focal Support Technician and Customer's project team representatives. The CSM will review the Customer Support Plan with the Customer, including the process for obtaining support and contact information.

Project Closure – Transition to Support

Following the Cutover Follow Up Event the service delivery is complete. Motorola and Customer certify the Software System Completion milestone and the implementation project is formally closed.

The system is transitioned to the support phase of the contract per the terms and conditions of the Maintenance and Support Agreement.

Contract Documents

Motorola's proposal is conditional upon the Orange Beach Police Department acceptance of the terms and conditions of the Master Customer Agreement ("MCA"), the Software Products Addendum, Maintenance, Support, and Lifecycle Management Addendum, the Equipment Purchase and Software License Addendum, The Subscription Services Agreement, and the Situational Awareness Data Sharing Agreement Addendum.

4.1 Motorola Solutions Customer Agreement

This Motorola Solutions Customer Agreement (the “**MCA**”) is entered into between Motorola Solutions, Inc., and affiliated companies, with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity purchasing Products (as defined below) from Motorola (“**Customer**”). Motorola and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”. This Agreement (as defined below) is effective as of the earlier of (a) the first purchase of a Product from Motorola, and (b) the date of the last signature on the Agreement (the “**Effective Date**”).

1. Agreement.

- 1.1. Scope; Agreement Documents.** This MCA governs Customer’s purchase of Products (as defined below) from Motorola. Additional terms and conditions applicable to specific Products are set forth in one or more agreed upon addenda incorporated within this MCA (each an “**Addendum**”, and collectively the “**Addenda**”). This MCA, the applicable Addenda, and Proposal collectively form the Parties’ “**Agreement**”.
- 1.2. Order of Precedence.** In interpreting this Agreement and resolving any ambiguities each Addendum will control with respect to conflicting terms in the Agreement, but only as applicable to the Products described in such Addendum. The Proposal will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described in the Proposal.

2. Definitions.

“**Authorized Users**” means Customer’s employees and contractors engaged for the purpose of supporting or using the Products and Services on behalf of Customer, and that are not competitors of Motorola, and the entities (if any) specified in a Proposal or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

“**Change Order**” means a written amendment to this Agreement after the Effective Date.

“**Communications System**” is a solution that includes at least one radio Product, whether devices, software, or infrastructure, and requires Integration Services to deploy such radio Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer.

“**Contract Price**” or “**Fees**” means the charges applicable to the Products, excluding applicable sales or similar taxes and freight charges.

“**Confidential Information**” means any and all non-public information provided by one Party to the other that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable business person would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products, and Documentation, as well as any other information relating to the Products.

“**Customer Data**” has the meaning given to it in the DPA.

“**Customer-Provided Equipment**” means components, including equipment and software, not provided by Motorola which may be used with the Products.

“**Data Processing Addendum**” or “**DPA**” means the Motorola [Data Processing Addendum](#) applicable to processing of data, including Customer Data, as updated, supplemented, or superseded from time to time. The DPA is incorporated into and made a part of this Agreement for all purposes pertaining to the contents of the DPA. Where terms or provisions in the Agreement conflict with terms or provisions of the DPA, the terms or provisions of the DPA will control with respect to the contents of the DPA.

“Delivery” means the applicable delivery for a Product as described in Section 5.7 of this Agreement.

“Documentation” means the documentation for the Products, or data, that is delivered or made available with the Products that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information.

“Equipment” means hardware provided by Motorola.

“Equipment Lease-Purchase Agreement” means the agreement by which Customer finances all or a portion of the Contract Price.

“Feedback” means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including end users, in connection with or relating to the Products.

“Integration Services” means the design, deployment, implementation, and integration Services provided by Motorola in order to design, install, set up, configure, and/or integrate the applicable Products as agreed upon by the Parties.

“Licensed Software” means software which is made available to Customer by Motorola (for example software preinstalled on Equipment, accessible via a website provided by Motorola, or software installed on or made available for Customer-Provided Equipment) and is licensed to Customer by Motorola.

“Lifecycle Management Services” or **“LMS”** means upgrade services as set out in the applicable Proposal.

“Maintenance and Support Services” means the break/fix maintenance, technical support, or other Services described in the applicable Proposal.

“Motorola Data” means data owned by Motorola and made available to Customer in connection with the Products;

“Motorola Materials” means proprietary equipment, hardware, content, software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party). Products, Motorola Data, Third-Party Data (as defined in the DPA), and Documentation, are considered Motorola Materials.

“Non-Motorola Materials” means collectively, Customer or third-party equipment, software, services, hardware, content, and data that is not provided by Motorola.

“Proposal” means solution descriptions, pricing, equipment lists, statements of work (**“SOW”**), schedules, technical specifications, quotes, order forms, and other documents setting forth the Products to be purchased by Customer and provided by Motorola. The Proposal may also include an Acceptance Test Plan (**“ATP”**); a **“Payment”** Form (Communications System purchase only); or a **“System Acceptance Certificate”** (Communications System only), depending on the Products purchased by Customer.

“Products” or **“Product”** is how the Equipment, Licensed Software and Services being purchased by the Customer is collectively referred to in this Agreement (collectively as **“Products”**, or individually as a **“Product”**).

“Professional Services” are services provided by Motorola to Customer under this Agreement, including Integration Services, the nature and scope of which are more fully described in the Proposal.

“Prohibited Jurisdiction” means any jurisdiction in which the provision of such Products is prohibited under applicable laws or regulations.

“Services” means services, including access to services, as described in the Proposal, and includes Integration Services, Subscription Services, Professional Services, Maintenance & Support Services, and Lifecycle Management Services provided by Motorola.

“Service Completion Date” means the date of Motorola’s completion of the Services described in a Proposal.

“Service Use Data” has the meaning given to it in the DPA.

“Site” or **“Sites”** means the location where the Integration Services, Lifecycle Management Services, or Maintenance and Support Services will take place.

“Software-as-a-Service” or **“SaaS”** means a solution that includes at least one Subscription Service and associated Licensed Software, which may include, as an example, client software or a web page.

“Software System” means a solution that includes at least one Licensed Software Product and requires Integration Services to deploy such Licensed Software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided by or made available to Customer by Motorola.

“Subscription” means a recurring payment for Products, as set out in the Proposal.

“Subscription Services” or **“Recurring Services”** means Services, including access to Services, paid for on a subscription basis. Subscription Services includes services available through SaaS Products.

“Term” means the term of this MCA which will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of Services under the last Proposal in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein.

3. Products and Services.

3.1. Products. Motorola will sell (a) Equipment, (b) licenses to Licensed Software, and (c) Services to Customer, to the extent each is set forth in this Agreement. At any time during the Term, Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in this Agreement. All Licensed Software is provided pursuant to the terms of the [Software License Agreement](#).

3.2. Services.

3.2.1. Motorola will provide Services, to the extent set forth in this Agreement.

3.2.2. Integration Services; Maintenance and Support Services. Motorola will provide (a) Integration Services at the applicable Sites, agreed upon by the Parties, or (b) Maintenance and Support Services or Lifecycle Management Services, each as further described in the applicable SOW. Terms applicable to Maintenance, Support and Lifecycle Management can be found in the [Maintenance, Support and Lifecycle Management Addendum](#).

3.2.3. Service Proposals. The Fees for Services will be set forth in Motorola’s Proposal. A Customer point of contact may be set forth in the applicable SOW for the Services.

3.2.4. Service Completion. Services described in a Proposal will be deemed complete upon the Service Completion Date, or as Services expire, or are renewed or terminated.

3.2.5. Professional Services

3.2.5.1. Additional Service Terms. If Customer is purchasing Professional Services to evaluate or assess networks, systems or operations; network security assessment or network monitoring; software application development Services; or transport connectivity services, [Additional Services Terms](#) apply.

3.3. Additional Product Terms. If the Products include one of the following Products or Product types, additional terms apply as found in the below links:

[AI Terms](#)

[Comparison Manager](#)

[Data licensed from Motorola](#)

Drone related Products

Mobile Video Products, such as LPR cameras, bodycams, or vehicle cameras, and related software

- 3.4. Non-Preclusion.** If, in connection with the Products provided under this Agreement, Motorola performs assessments of its own, or related, products or makes recommendations, including a recommendation to purchase other products, nothing in this Agreement precludes such efforts nor precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.
- 3.5. Customer Obligations.** Customer represents that information Customer provides to Motorola in connection with receipt of Products are accurate and complete in all material respects. If any assumptions in the Proposals or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.
- 3.6. Documentation.** Products may be delivered with Documentation. Documentation is and will be owned by Motorola, unless otherwise expressly stated in a Proposal that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products.
- 3.7. Motorola Tools and Equipment.** As part of delivering the Products, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on the Proposal. The tools and equipment may 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. Customer will safeguard all tools and equipment while in its custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all such tools and equipment in its possession or control.
- 3.8. Authorized Users.** Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products.
- 3.9. Export Control.** Customer, its employees, and any other Authorized Users will not access or use the Products in any Prohibited Jurisdiction, and Customer will not provide access to the Products to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.
- 3.10. Change Orders.** Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or a Proposal by submitting a Change Order to the other Party. If a requested change causes an increase or decrease in the Products, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

4. Term and Termination.

- 4.1. Term.** The applicable Addendum or Proposal will set forth the Term for the Products governed thereby.

- 4.1.1. Subscription Terms.** Unless otherwise specified in the Proposal, if the Products are purchased as a Subscription, the Subscription commences upon Delivery of, or Customer having access to, the first applicable Product ordered under this Agreement and will continue for a twelve (12) month period or such other period identified in a Proposal (the "**Initial Subscription Period**") and, unless otherwise stated in the Proposal, will automatically renew for additional twelve (12) month periods (each, a "**Renewal Subscription Year**"), unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term.

(The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a **"Subscription Term"**.) Motorola may increase Fees prior to any Renewal Subscription Year by notifying Customer of the proposed increase no later than thirty (30) days prior to commencement of the Renewal Subscription Year.

- 4.2. Termination.** Either Party may terminate the Agreement or the applicable Addendum or Proposal if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Proposal may be separately terminable as set forth therein.
- 4.3. Termination for Non-Appropriation.** In the event any identified funding is not appropriated or becomes unavailable, the Customer reserves the right to terminate this Agreement for non-appropriation upon thirty (30) days' advance written notice to Motorola. In the event of such termination, Motorola shall be entitled to compensation for all conforming Products delivered or performed prior to the date of termination.
- 4.4. Suspension of Services.** Motorola may promptly terminate or suspend any Products under a Proposal if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.
- 4.5. Wind Down of Subscription.** In addition to the termination rights in this Agreement, Motorola may terminate any Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Licensed Software or Subscription Services to customers.
- 4.6. Effect of Termination or Expiration.** Upon termination for any reason or expiration of this Agreement, an Addendum, or a Proposal, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer agrees to pay Motorola for Products already delivered or performed. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.
- 4.7. Equipment.** In the event that Customer purchases any Product at a price below the published list price for such Product in connection with Customer entering into a fixed- or minimum required-term agreement for Products, and Customer or Motorola terminates the Agreement prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the published list price for the Product or such other amount set forth in writing. This Section will not limit any other remedies Motorola may have with respect to an early termination.

5. Payment, Invoicing, Delivery and Risk of Loss

- 5.1.** The Contract Price of \$262,775.00, excluding taxes, is fully committed and identified, including all subsequent years of any contracted Services. The Customer will pay all invoices as received from Motorola subject to the terms of this Agreement and any changes in scope will be subject to the change order process as described in this Agreement.

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.

- 5.2. Fees.** Fees and charges applicable to the Products will be as set forth in the applicable Proposal. Changes in the scope of Products described in a Proposal that require an adjustment to the Fees will be set forth in the applicable pricing schedule. The Fees for any Products exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), tariffs, fluctuations in the costs of energy, raw materials, and fuel. Motorola reserves the right to equitably adjust the Fees for these expenses upon written notice to Customer. Customer will reimburse Motorola for expenses reasonably incurred by Motorola in connection with the Products. The annual Subscription Fee for Products may include certain one-time Fees, such as start-up

fees, license fees, or other fees set forth in a Proposal. Motorola may suspend Licensed Software and any Subscription Services if Customer fails to make any payments within thirty (30) days of invoice due date when due.

- 5.3. Taxes.** The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in a Proposal. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.
- 5.4. Invoicing.** Motorola will invoice Customer as described in this Agreement and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in writing. In the event Customer finances the purchase of the Motorola Products contemplated herein via Motorola Solutions Credit Corporation ("MSCC"), invoices for such purchase will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease - Purchase Agreement executed between the parties and the payment schedule enclosed therein shall control payment of the related invoices. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in Section 5.6. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products.
- 5.5. Payment.** Customer will pay invoices for the Products provided under this Agreement in accordance with the invoice payment terms set forth in Section 5.4. Generally, invoices are issued after shipment of Equipment or upon Motorola's Delivery of Licensed Software, Customer access to SaaS, or upon System Completion Date of a Software System, as applicable, but if a specific invoicing or payment schedule is set forth in the Agreement, such schedule will determine the invoicing cadence.

Motorola will have the right to suspend future Deliveries of Products if Customer fails to make any payments when due.

- 5.6. INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:

Name: Orange Beach Police Department

Address: 4480 Orange Beach Blvd.

Phone: 251-981-9777

E-INVOICE. To receive invoices via email:

Customer Account Number: _____

Customer Accounts Payable Email: _____

Customer CC (optional) Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: Orange Beach Police Department

Address: 4480 Orange Beach Blvd. Orange Beach, AL 36561

The Equipment will be shipped to the Customer at the following address:

Name: Orange Beach Police Department

Address: 4480 Orange Beach Blvd.

Phone: 251-981-9777

Customer may change this information by giving written notice to Motorola.

- 5.7. Delivery, Title and Risk of Loss. Motorola will provide to Customer the Products set forth in a Proposal, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in **Section 5.6** or otherwise provided by Customer in writing, using a carrier selected by Motorola.

Notwithstanding the foregoing and unless otherwise stated in a Equipment Lease - Purchase Agreement, Delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with ExWorks, Motorola's premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes.

Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, or (b) the date Motorola otherwise makes the Licensed Software available for download or use by Customer. If agreed upon in a Proposal, Motorola will also provide Services related to such Products. Title to Licensed Software will not pass to Customer at any time. Delivery of SaaS Products will occur when the Services are made available to Customer.

- 5.8. Delays. Any shipping dates set forth in a Proposal are approximate. While Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for Delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.
- 5.9. Future Regulatory Requirements. The Parties acknowledge and agree that certain Products (for example, cyber services) are in evolving technological areas and therefore, laws and regulations regarding Products may change. Changes to existing Products required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Products.
- 5.10. Resale of Equipment. Equipment may contain embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola, which will not be unreasonably denied, and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party. Customer will take appropriate security measures when disposing of Equipment, including the deletion of all data stored in the Equipment.

6. **Sites; Customer-Provided Equipment; Non-Motorola Materials.**

- 6.1. Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the performance, installation and use of the Products at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.
- 6.2. Site Conditions. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.
- 6.3. Site Issues. Upon its request, which will not be unreasonably denied, Motorola will have the right to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 6 – Sites; Customer-Provided Equipment; Non-Motorola Materials**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in a Proposal is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Proposal.

- 6.4. Customer-Provided Equipment.** Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Proposal.
- 6.5. Non-Motorola Materials.** In certain instances, Customer may be permitted to access, use, or integrate Non-Motorola Materials with or through the Products. If Customer accesses, uses, or integrates any Non-Motorola Materials with the Products, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Materials in connection with the Products. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Materials in connection with providing the Products, including the right for Motorola to access, store, and process such Non-Motorola Materials (e.g., in connection with SaaS Products), and to otherwise enable interoperation with the Products. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Materials with the Products, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Materials. If any Non-Motorola Materials requires access to Customer Data, Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Materials to access Customer Data, in connection with the interoperation of such Non-Motorola Materials with the Products.
- 6.6.** Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Materials (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Materials or failure to properly interoperate with the Products). If Customer receives notice that any Non-Motorola Materials must be removed, modified, or disabled within the Products, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Materials if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Materials poses or may pose a security or other risk or adverse impact to the Products, Motorola, Motorola's systems, or any third party (including other Motorola customers).
- 6.7.** Motorola may provide certain Non-Motorola Materials as an authorized sales representative of a third party as set out in a Proposal. As an authorized sales representative, the third party's [terms and conditions](#) will apply to any such sales. Any orders for such Non-Motorola Materials will be fulfilled by the third party.
- 6.8. End User Licenses.** Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Materials software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. Certain [third party flow-down terms](#) applicable to Motorola Products may apply.
- 6.9. Prohibited Use.** Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Materials with or in connection with a Software System or other Licensed Software provided by Motorola under this Agreement, without the express written permission of Motorola.
- 6.10. API and Client Support.** Motorola will use reasonable efforts to maintain its Application Programming Interfaces (APIs) for each Software System, understanding that APIs will evolve. Motorola will support each API version for 6 months after introduction but may discontinue support with reasonable notice or without notice if a security risk is present. For Licensed Software requiring a local client installation, Customer is responsible for installing the current version. Motorola will support each client version for 45 days after its release but may update the client at any time, and does not guarantee support for prior client versions.

7. Representations and Warranties.

- 7.1. Mutual Representations and Warranties.** Each Party represents and warrants to the other Party that (a) it has the right to enter into, and execute, the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

- 7.2. System Warranty. Subject to the disclaimers and exclusions below, Motorola represents and warrants that, on the date of System Acceptance (for Communications Systems), System Completion Date (for Software Systems), or Delivery, as applicable (a) the Communications System will perform in accordance with the descriptions in the applicable Proposal in all material respects, (b) the Software System will perform in accordance with the descriptions in the applicable Proposals in all material respects, and (c) if Customer has purchased any Licensed Software (but, for clarity, excluding SaaS Products) as part of such Communications System or Software System, the warranty period applicable to such Licensed Software will continue for a period of one (1) year commencing upon System Acceptance, System Completion, or date the Licensed Software is delivered (the “**Warranty Period**”).
- 7.3. Communications Systems. During the Warranty Period, in addition to warranty services, Motorola will provide Maintenance and Support Services for the Equipment and support for the Motorola Licensed Software in Communication Systems pursuant to the applicable maintenance and support Proposal. Support for the Licensed Software will be in accordance with Motorola's established [Software Support Policy](#) (“SwSP”). If Customer wishes to purchase (a) additional Maintenance and Support Services during the Warranty Period; or (b) continue or expand maintenance, software support, installation, and/or Motorola's LMS after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document and such terms will be agreed upon in a Proposal. Unless otherwise agreed by the Parties in writing, the terms and conditions of the MSLMA referenced in Section 3.2.2 will govern the provision of such Services.
- 7.4. SaaS. SaaS Products do not qualify for the System Warranty above.
- 7.5. Motorola Warranties - Services. Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Proposal; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Proposal.
- 7.6. Motorola Warranties - Equipment. Subject to the disclaimers and exclusions set forth below, (a) for a period of one (1) year commencing upon the Delivery of Motorola-manufactured Equipment under **Section 5.7 – Delivery, Title and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; and (b) the warranties applicable to Motorola-manufactured Equipment set forth in herein shall be applicable to all radio Equipment purchased hereunder whether or not such Equipment was manufactured by Motorola.
- 7.7. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this Agreement. Unless a different remedy is otherwise expressly set forth herein, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferable.
- 7.8. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.
- 7.9. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED “AS IS” AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.
- 7.10. ADDITIONAL WARRANTY EXCLUSIONS. NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS

RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLIGENCE; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

8. Indemnification.

- 8.1. General Indemnity.** Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("Claim") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under this Agreement, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 8.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise to the extent allowed by applicable law; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.
- 8.2. Intellectual Property Infringement.** Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product (the "Infringing Product") directly infringes a United States patent or copyright ("Infringement Claim"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 8.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.
- 8.2.1.** If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a prorated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is Licensed Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded Licensed Software).
- 8.2.2.** In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Materials, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product with any products or materials not provided by Motorola; (c) a Product designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product by a party other than Motorola; (e) use of the Product in a manner for which the Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.
- 8.2.3.** This **Section 8.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim.
- 8.3. Customer Indemnity.** To the extent allowed by applicable law, Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment,

Customer Data, or Non-Motorola Materials, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Materials in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

9. Limitation of Liability.

9.1. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "MOTOROLA PARTIES"), WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES, OR PORTION OF FEES, RELATED TO THE PRODUCT UNDER WHICH THE CLAIM AROSE. WITH RESPECT TO ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO SUCH RECURRING SERVICES WILL NOT EXCEED THE TOTAL FEES PAID FOR THE APPLICABLE PRODUCT DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE. EXCEPT FOR PERSONAL INJURY OR DEATH, THE MOTOROLA PARTIES WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

9.2. EXCLUSIONS FROM LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS; (B) CUSTOMER-PROVIDED EQUIPMENT OR SITES; NON-MOTOROLA MATERIALS; THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR CONTENT; OR UNKNOWN OR UNAUTHORIZED COMBINATION OF PRODUCTS AND SERVICES; (C) LOSS OF DATA, HACKING, RANSOMWARE, THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS NOT AUTHORIZED BY MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE PRODUCTS PROVIDED UNDER THIS AGREEMENT; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS.

IN ADDITION TO THE FOREGOING EXCLUSIONS FROM DAMAGES, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH SOFTWARE-AS-A-SERVICE, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

9.3. Statute of Limitations. Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

10. Confidentiality.

10.1. Confidential Information. Customer and Motorola agree that, subject to any applicable freedom of information or public records legislation, Motorola's [Confidentiality Terms](#) apply to information shared between the Parties.

11. Proprietary Rights; Data; Feedback.

- 11.1. Motorola Materials.** Customer acknowledges that Motorola may use or provide Customer with access to “Motorola Materials”. Except when Motorola has expressly transferred title or other interest to Customer in writing, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights).

This Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

- 11.2. Ownership of Customer Data.** Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process (as defined in the DPA) and use the Customer Data as set forth in the DPA.
- 11.3. Feedback.** Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.
- 11.4. Improvements; Products and Services.** The Parties agree that, notwithstanding any provision of this Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

12. Acceptance

- 12.1. Communications System Acceptance.** Unless further defined in the applicable Proposal or Statement of Work, System Acceptance for a Communications System occurs upon successful completion of Acceptance Tests as detailed in the Acceptance Test Plan. Motorola will provide ten days' notice before testing begins, and upon successful completion, both parties will sign an acceptance certificate. If the plan includes tests for subsystems or phases, acceptance occurs upon successful completion of those tests and separate certificates will be issued. If Customer believes the system has failed, they must provide a detailed written notice within thirty days; otherwise, System Acceptance is deemed to have occurred. Minor, non-material issues will not delay acceptance but will be addressed per a mutually agreed schedule. Customer use of the system before System Acceptance requires Motorola's written authorization and transfers responsibility for system operation to the Customer. Software System Completion is defined by Customer's Beneficial Use of each Product within the system, with “Beneficial Use” defined to occur thirty days after functional demonstration if not otherwise defined in the Proposal.

13. Force Majeure; Delays Caused by Customer.

- 13.1. Force Majeure.** Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.
- 13.2. Delays Caused by Customer.** Motorola's performance of the Products will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Proposal). In the event of a delay under this **Section 13.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable

extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

14. Disputes. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "Dispute"):

14.1. Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof) or a state government or state agency or local municipality within the United States, in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

14.2. Negotiation; Mediation. The Parties will attempt to timely resolve the Dispute promptly through good faith negotiations. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Unless otherwise agreed in writing, all in person meetings under this **Section 14.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights must be decided by a court of competent jurisdiction, in accordance with **Section 14.3 – Litigation, Venue, Jurisdiction** below.

14.3. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois, or in the case the Customer is the United States, a state agency, or local municipality, then the appropriate court in the State in which the Products and Services are provided. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

15. General.

15.1. Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products complies with law (including privacy laws), and Customer will obtain any FCC, FAA, and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products. Motorola may, at its discretion, cease providing or otherwise modify Products (or any terms related thereto in an Addendum or Proposal), in order to comply with any changes in applicable law.

15.2. Audit; Monitoring. Motorola will have the right to monitor and audit use of the Products, including an audit of total user licenses credentialed by Customer for any Licensed Software or SaaS Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("Auditor") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs. In the event Motorola determines that Customer's usage of the Licensed Software or SaaS Product exceeded the number of licenses purchased by Customer at a given time, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the Agreement.

15.3. Assignment and Subcontracting. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors

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

- 15.4. Waiver.** A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.
- 15.5. Severability.** If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.
- 15.6. Independent Contractors.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.
- 15.7. Third-Party Beneficiaries.** The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.
- 15.8. Interpretation.** The section headings in this Agreement are included only for convenience. The words “including” and “include” will be deemed to be followed by the phrase “without limitation”. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.
- 15.9. Notices.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.
- 15.10. Cumulative Remedies.** Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.
- 15.11. Survival.** The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 – Customer Obligations; Section 4.6 – Effect of Termination or Expiration; Section 5 – Payment and Invoicing; Section 7.9 – Warranty Disclaimer; Section 7.10 - Additional Warranty Exclusions; Section 8.3 – Customer Indemnity; Section 9 – Limitation of Liability; Section 10 – Confidentiality; Section 11 – Proprietary Rights; Data; Feedback; Section 13 – Force Majeure; Delays Caused by Customer; Section 14 – Disputes; and Section 15 – General.
- 15.12. Entire Agreement.** This Agreement, including all Addenda, and Proposals, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement 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 Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

4.2 Data Sharing Agreement Addendum

THIS AGREEMENT is made by and between Motorola and Customer, and will be subject to and governed by the terms of the MCA. This Agreement is among those public entities that utilize various types of Situational Awareness Data (as hereinafter defined) to support for emergency planning, response, and mitigation of all types of hazards. The purpose of this Agreement is to define the conditions for sharing of Situational Awareness Data sharing amongst the Parties, other public safety entities and third-party vendors.

A. RECITALS

WHEREAS, the Parties to this Agreement utilize various types of geospatial data, sensor data, imagery data, resource location services and computer aided dispatch information;

WHEREAS, the Parties desire to share these various types of Situational Awareness Data with their public safety partners through a solution provided by Motorola Mobile Safety;

WHEREAS, the sharing of these types of Situational Awareness Data supports the effective and efficient response to all types of public safety emergencies and hazards;

WHEREAS, the sharing of these types of Situational Awareness Data supports civilian and first responder safety; and

NOW THEREFORE, in consideration of the above recitals and the mutual covenants and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

B. DEFINITIONS.

1. "Situational Awareness Data" is defined as follows: emergency resource location, emergency incident details, 9-1-1 caller location, computer aided dispatch incident record details and/or incident management detail.
2. "Party" or "Parties" are the public entities that are a current signatory to this Agreement.

C. TERM.

This Agreement shall become effective upon execution by the Parties and shall be binding upon all Parties hereto, until such time as the Parties agree to amend or terminate the Agreement. Any modification shall be set forth in writing and be signed by the Parties. If any Party determines to no longer participate in this Agreement, the terms of this Agreement will continue to apply to historical data collected while the departing Party was a participant.

D. OBLIGATIONS OF THE PARTIES.

1. The Parties shall maintain their Situational Awareness Data in accordance with local, State and Federal regulations.
2. The Parties shall each maintain and support their own technology systems that support the Situational Awareness Data sharing.
3. The Parties shall ensure that all credentialed users with access to the Motorola solutions and shared data subject to this Agreement are an employee or a contractor of a public entity and that their position includes a public safety responsibility and a need for access to the shared data. The Parties will ensure that credentialed users maintain best practices for cyber security requirements.
4. The Parties understand that portions of the data are deemed "For Official Use Only," and shall be kept confidential in accordance with local policies and regulations.

5. The Parties understand and agree that the Situational Awareness Data may be collectively displayed in an agency's version of the Motorola Solution while providing public safety. It will also be incidentally visible to other vendors providing necessary services and infrastructure support.
6. The Parties understand and agree that the Situational Awareness Data subject to this Agreement may be extended to other third-party applications that are utilized by the Parties as needed while providing public safety.
7. The Parties shall not extend data sharing to other persons or entities that are not a Party to this Agreement without the written permission of the data owner.

E. DATA USE AND DISCLOSURE.

1. **Sharing of Information.** Each Party authorized the release of information residing in Motorola's Solution to the other Parties as permitted by law. A Party that does not want certain information made available to another Party or available for rules-based processing is responsible for ensuring that the information is not included in the data transfer to Motorola. A Party that wants certain data to be made available to other parties but wants to have a different data set available for their own visualization and rules process in Motorola is responsible for ensuring the proper configuration in Motorola to not allow sharing of that specific data set.
2. **Limitation on Information Sharing.** Information contributed by each Party shall be shared with or released only to other specifically designated Parties. Only authorized employees who have an approved login and password ("Authorized Users") will be allowed to access or use the information in Motorola. Each Party is responsible for keeping the authorized users in Motorola current.
3. Each party shall use reasonable efforts to insure the completeness and accuracy of its source data.
4. Any Situational Awareness Data from other public safety agencies or private companies that may be obtained from data sharing applications shall only be used in the performance of each Party's ascribed duties for the safety of the public, and the Parties will not utilize said data for gain, either personal or corporate, other than that gain which is considered to be allowed to be made on behalf of public agencies. The Parties shall not use said data to obtain any perceived advantage or be used against any other Party to this Agreement.
5. A Party's data will not be used, shared, published, or released without that Party's written consent.
6. Public Records Act requests will be referred to the respective Party whose data is being requested for handling and response and, if appropriate, will provided directly from the Parties source systems. Information in Motorola Solution's in confidential and is not subject to public disclosure except as required by law.
7. **Legal Obligations to Release.** In the case where data release is required by law (e.g., search warrant or court order), the Party being required to turn over data will notify any other respective Agency whose data is included in the mandated release and provide a courtesy copy of data prior to release.

F. UNDERSTANDING ON ACCURACY OF INFORMATION

Accuracy and timeliness of Information. Agencies agree that the data maintained in Motorola's Solutions consists of information assumed to be accurate and updated near-real time by participating agencies. Agency Parties will participate in several testing sessions to validate and ensure that its information is accurate; however, data inaccuracies can arise for multiple reasons (e.g. entry errors, misinterpretation, incorrect data mapping rules, etc). It shall be the responsibility of the Agency requesting or using the data to confirm the accuracy and timeliness of the information with the Source Agency before taking any action.

G. LIABILITY

DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, Motorola, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "Motorola PARTIES") WILL NOT BE LIABLE

IN CONNECTION WITH THIS ADDENDUM (WHETHER UNDER Motorola'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR, ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF Motorola HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

DIRECT DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE Motorola PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE ADDENDUM WILL NOT EXCEED THE TOTAL FEES PAID FOR THE THIRD-PARTY DATA CONNECTOR. IF THE COST OF THE THIRD-PARTY DATA CONNECTOR IS PROVIDED AS A RECURRING FEE, THEN THE TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED THE AGGREGATE FEES FOR THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE.

ADDITIONAL EXCLUSIONS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS ADDENDUM, Motorola WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO Motorola, OR ANY OTHER DATA AVAILABLE THROUGH THE SUBSCRIPTION SOFTWARE OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-Motorola CONTENT, CUSTOMER'S SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF THE SUBSCRIPTION SOFTWARE OR SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING; (D) MODIFICATION OF THE THIRD-PARTY DATA CONNECTOR BY ANY PERSON OTHER THAN Motorola; (F) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (G) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; OR (H) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE SUBSCRIPTION SOFTWARE OR SERVICES.

Otherwise, each Party is solely responsible for any all claims (including without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgements, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs) ("Claims") of every kind and nature whatsoever, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement, including the use or alleged or actual misuse of the Solutions offered by Motorola, its officers, agents or employees.

H. DISCLAIMER.

Motorola, its subcontractors, subsidiaries and other affiliates disclaim any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to the Third-Party Data Connector and any sharing or transfer of Customer Data with the Third-Party Agency.

4.3 Contract Documents Signature Block

IN WITNESS WHEREOF, this MCA (the "Agreement") is executed by the Parties named below, acting by and through the Administrator or his designee.

Customer: Orange Beach Police Department

Motorola Solutions

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**Orange Beach Police Department
Agency**

I HEREBY APPROVE the following form of the foregoing agreement this ____ day of _____, 2026.

Certificate Of Completion

Envelope Id: B9FB2C0C-1619-89A6-8067-AE0332426EE9

Status: Completed

Subject: Complete with Docusign: Orange Beach Police Department Flex Subscription Offer 061926.docx

Source Envelope:

Document Pages: 48

Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 0

Anthony Johnson

AutoNav: Disabled

500 West Monroe

Envelopeld Stamping: Disabled

Chicago, IL 60661

Time Zone: (UTC-06:00) Central Time (US & Canada)

Anthony.Johnson@motorolasolutions.com

IP Address: 99.38.21.135

Record Tracking

Status: Original

Holder: Anthony Johnson

Location: DocuSign

6/22/2026 8:49:01 AM

Anthony.Johnson@motorolasolutions.com

Signer Events

Signature

Timestamp

Anthony Johnson

Anthony.Johnson@motorolasolutions.com

Area Sales Manager, Southeast

5/13/2025

Security Level: Email, Account Authentication
(None)

Signature Adoption: Drawn on Device
Using IP Address: 99.38.21.135

Sent: 6/22/2026 8:49:37 AM

Viewed: 6/22/2026 8:49:43 AM

Signed: 6/22/2026 8:50:02 AM

Freeform Signing

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

6/22/2026 8:49:37 AM

Certified Delivered

Security Checked

6/22/2026 8:49:43 AM

Signing Complete

Security Checked

6/22/2026 8:50:02 AM

Completed

Security Checked

6/22/2026 8:50:02 AM

Payment Events

Status

Timestamps

Billing Address:
ORANGE BEACH POLICE
DEPARTMENT
4480 ORANGE BCH BLVD
ORANGE BEACH, AL 36561
US

Shipping Address:
ORANGE BEACH POLICE
DEPARTMENT
4480 ORANGE BCH BLVD
ORANGE BEACH, AL 36561
US

Quote Date:04/10/2026
Expiration Date:08/21/2026
Quote Created By:
Billy Duncan
Billy.Duncan@
motorolasolutions.com

End Customer:
ORANGE BEACH POLICE DEPARTMENT
Richard Springsteen
rspringsteen@orangebeachal.gov
2519796862

Payment Terms:30 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	Sale Price
	Flex New				
1	ISV00S01856A	FLEX RECORDS DELIVERY SERVICES	1		\$308.60
2	ISV00S05323A	MIGRATION SERVICES	1		\$10,129.34
3	SSV00S02433A-SP	FLEX SOLUTIONS II SAAS/ MANAGED SERVICES*	1	3 YEAR	\$148,074.00
4	PSV00S02533A-SP	FLEX SOLUTIONS II DELIVERY SERVICE*	1		\$17,608.13
5	ISV00S05324A	GIS SERVICES	1		\$6,044.93
6	DQSLIORANGEHW3	LINUX SMALL SINGLE SERVER AND SINGLE SERVER DR	1		\$132,844.80
7	DQSLIORANGESW	VEEAM SOFTWARE	1		\$2,376.00

Grand Total **\$317,385.80(USD)**



Pricing Summary

Payment Term			Upfront Sale Price
Upfront Costs*			
			\$169,311.80
Upfront Subscription Fee			
	Flex New	Annually	\$49,358.00
Sub Total:			\$218,669.80
Payment Term			Annual Sale Price
Year 2 Subscription Fee			
	Flex New	Annually	\$49,358.00
Year 3 Subscription Fee			
	Flex New	Annually	\$49,358.00
Sub Total:			\$98,716.00
Grand Total System Price (Inclusive of Upfront and Annual Costs)			\$317,385.80

**Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.*

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- Additional information is required for one or more items on the quote for an order.
- This quote contains items with approved price exceptions applied against them.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

Future Maintenance

Term 4 Flex Maintenance Total: \$51,332.32

The Customer's signature below constitutes its agreement to purchase the licenses, products and/or services according to the terms quoted by Motorola Solutions within this document. This document shall serve as an addendum to the Purchase Agreement previously entered into between the Customer and Motorola Solutions. The terms and conditions of the Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted herein.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Motorola Solutions, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Customer

By: _____

Name: _____

Title: _____

Date: _____



GIS Server Migration Statement of Work

Overview

In accordance with the terms and conditions of the Agreement, this Statement of Work (SOW) defines the principal activities and responsibilities of all parties for the delivery of the Motorola Solutions, Inc. (Motorola) system as presented in this offer to the Customer.

Deviations and changes to this SOW are subject to mutual agreement between Motorola and the Customer and will be addressed in accordance with the change provisions of the Agreement.

GIS Server Migration

A GIS Server Migration is the process of moving from an existing Windows GIS server to a newly allocated Windows GIS server. The process includes the install of ArcGIS Server, movement of data to the new server, reconfiguration of the models, publishing of all services, and the setup within Flex to pull services from the new GIS server. Motorola requires remote access to both the old and new GIS servers in order to facilitate migration activities. All Motorola work is completed remotely. A web conference is established in order to support Customer efforts outlined in this SOW.

Motorola Responsibilities

- Provide SpillmanSOE.soe, SpillmanToolboxTools.exe, and locator files.
- Publish services that are currently being utilized by the Flex software.
- Update model connection information.
- Setup Flex Administration Manager to look at the new server.
- Provide guidance to Customer on the transfer of Geo Validation, Flex Mapping and Quickest Route files to the new server.

Note - The transfer of data between machines is a Customer initiated activity due to the increased data transfer time incurred as a result of remote connectivity.

Customer Responsibilities



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

- Ensure availability of an IT resource to assist with permissions for the new ArcGIS server.
- Complete the following prior to the initiation of the web conference:
 - Verify that Geo Validation is currently being used.
 - Installation of the latest version of ArcGIS Server on the new server hardware.
 - Install and authorize ArcDesktop Basic on the GIS Server that coordinates with the version present on the ArcGIS Server.
- Transfer Geo Validation, Flex Mapping, and Quickest Route files from old server to new.
- Confirm operational use of ArcGIS services on the new server.



Orange Beach PD Server Solution Summary

1 - 1U Rack Mount Server

- 1 - Intel® Xeon® 6517P Processor
 - » 16 - 3.20 GHz / 4.20 GHz(Turbo) Cores
- 256GB Memory
- 4 - 1/10GbE Base-T Ports Plus 4 - 10/25GbE SFP28 Ports
- 5.3TB Useable Flash Storage expandable to 10.6TB Useable for the cluster
- 5 Years of 24x7x4 hardware support with keep your hard drive add-on
- Windows Server Data Center - Unlimited Windows Server VM's
- 1 - Red Hat Enterprise Linux Subscription with 5 years of support for 2 virtual machines

1 - 1U Rack Mount Server (DR Site)

- 1 - Intel® Xeon® 6517P Processor
 - » 16 - 3.20 GHz / 4.20 GHz(Turbo) Cores
- 256GB Memory
- 4 - 1/10GbE Base-T Ports Plus 4 - 10/25GbE SFP28 Ports
- 5.3TB Useable Flash Storage expandable to 10.6TB Useable for the cluster
- 5 Years of hardware support with keep your hard drive
- Windows Server Data Center - Unlimited Windows Server VM's

Virtualization Software

- Microsoft Hyper-V

Backup Software and NAS Storage

- 5 Year Veeam Backup Essentials Universal License for 5 virtual machines
- 2 - Synology RS422+ NAS devices, each with 3 - 16TB 7200 RPM SATA drives
 - » 16TB of useable storage, expandable to 32TB

Solutions II Professional Services

- Onsite installation and integration of the solution into the Agency's existing environment
- 10 hours of Solutions II Support for assistance with the environment after installation

Professional Services



This quote includes onsite implementation services from Solutions II for all quoted hardware and software. Solutions II will coordinate with Motorola project managers and the Agency to ensure schedules and deadlines are met, to verify hardware delivery, schedule Solutions II engineers to be on site and provide the Agency with all information needed to successfully deploy the solution. Once the solution is deployed, Solutions II provides documentation of the implemented environment and continues to support the new environment for up to a year after installation with a block of support hours so Solutions II engineering resources can continue to assist with any issue not covered by Motorola Flex support.

Solutions II services are contracted through Motorola Solutions Inc., in accordance with and subject to the Agreement Terms set forth in the Master Services Agreement Number SPLM11.24.10. Any obligations are limited to the services described in this quote and any subsequent Project Change Requests.

Description of Services

Services for this engagement will be delivered by a combination of onsite and remote efforts. All travel expenses for one (1), multiple day trip to the Agency's location are inclusive in this project. Remote work performed by Solutions II may require onsite assistance from the Agency and Motorola. It is important that all team members are available as scheduled.

The following services will be performed by Solutions II.

1. Project Management
 - a. Solutions II will assign a Project Manager to oversee and coordinate all aspects of project delivery from initiation through closeout. Responsibilities include:
 - I. Facilitating project kickoff and ongoing coordination meetings
 - II. Leading project planning, execution, and closure
 - III. Coordinating with the Client's Project Manager to support scheduling and logistics of Solutions II resources
 - IV. Managing the project schedule, scope, and resource plan
 - V. Ensuring Solutions II resources are informed of schedules and deliverables
 - VI. Preparing and distributing status updates to project stakeholders, which may include:
 1. Upcoming tasks and next steps
 2. Identified issues, risks, and mitigation strategies
 3. Client dependencies and any impact on the projects progress or deliverables
 4. Change requests (if applicable)
 3. Project health and progress summary
 - VI. The Solutions II Project Manager will serve as the primary point of coordination for all project-related communications, deliverables, stakeholder updates, and escalations.
2. Implementation
 - a. Project kickoff and Pre-Implementation Planning
 - I. Facilitate Internal/External Kick Off Meetings
 - II. Identify network (IPs, DNS, connectivity, etc.) and facilities readiness (rack, power, cabling, etc.)
 - III. Validate hardware and software receipt
 - IV. Arrange for remote access

- b. Production site infrastructure installation and configuration
 - I. Installation and configuration of 1 - 1U Rack Mount Server
 - 1. Work with agency team on physical installation of hardware
 - 2. Cable server ensuring redundancy based on supporting infrastructure
 - 3. Configure lights out management interfaces
 - 4. Configure RAID controller
 - 5. Apply vendor firmware updates
 - II. Install Windows Server (Core or GUI).
 - 1. Set Administrator Password
 - 2. Set Server Hostname
 - 3. Configure network services and firewall (Active Directory, NTP, Remote Desktop, Firewall)
 - 4. Install required Windows Server features
 - 5. Install Windows updates
 - III. Configure local storage on the server
 - IV. Configure Server Network Adapters as needed
 - 1. Management, Cluster, iSCSI, Migration, Backup
 - V. Configure Hyper-V Settings
 - VI. Create or move any virtual machines needed to support the Motorola Flex application
 - 1. *Spillman Flex - Red Hat Enterprise Linux*
 - 2. Veeam – Windows Server
 - 3. GIS – Windows Server
 - 4. Hyper-V Administration Server
 - 5. Other virtual machines needed to support the Flex application
 - a. Limited by available hardware resources and licensing
 - VII. Veeam Backup
 - 1. Installation and configuration of NAS backup target
 - 2. Installation of Veeam backup on designated VM's
 - 3. Obtain Client backup requirements
 - 4. Creation of Backup jobs for Spillman Environment per requirements
 - 5. Creation of Backup schedule
 - 6. Configuration of Email alerts
- c. DR site infrastructure installation and configuration
 - I. Installation and configuration of 1 - 1U Rack Mount Server
 - 1. Work with agency team on physical installation of hardware
 - 2. Cable server ensuring redundancy based on supporting infrastructure
 - 3. Configure lights out management interfaces
 - 4. Configure RAID controller
 - 5. Apply vendor firmware updates
 - II. Install Windows Server (Core or GUI).
 - 1. Set Administrator Password
 - 2. Set Server Hostname
 - 3. Configure network services and firewall (Active Directory, NTP, Remote Desktop, Firewall)
 - 4. Install required Windows Server features as needed (Hyper-V, Failover Clustering), MPIO, RSAT tools)
 - 5. Install Windows updates
 - III. Configure local storage on the server
 - IV. Configure Server Network Adapters as needed
 - 1. Management, Cluster, iSCSI, Migration, Backup
 - V. Configure Hyper-V Settings

- d. DR Site Veeam Configuration
 - I. Installation and configuration of NAS backup target
 - II. Veeam Replication
 - a. Setup Spillman and GIS virtual machines for replication
 - b. Define data sources, replication order and destinations on agencies existing infrastructure
 - c. Configure re-IP rules
 - d. Define job schedule
 - III. Disaster Recovery Testing
 - a. Simulated failover test
 - i. Start and test a copy of the Spillman server VM at the DR site to ensure failover functionality without down time
 - OR
 - b. Full DR failover test
 - i. The Spillman server is shutdown at the primary site and brought up at the DR site
3. As Needed - E911 Network Serial Port Configuration
 - a. Assign an IP address to the Digi PortServer
 - b. Connect the E911 ANI/ALI feed to the Digi PortServer
 - c. Verify data coming out of the serial port is seen by the server
4. Software Patches and Firmware Updates
 - a. All hardware firmware and software installed by Solutions II will be updated to the latest recommended levels during installation.
 - b. If there is more than a year between the installation and the Flex application go-live, all hardware firmware and software installed by Solutions II will be updated a second time to recommended levels.
 - c. All patches and updates after the Flex application go-live are the Agency's responsibility unless the Agency has purchased Solutions II managed services.
5. Knowledge Transfer
 - a. Solutions II will provide knowledge transfer for the installation, configuration, ongoing management, and administration of implemented environment.
6. Deliverables
 - a. At the conclusion of this project, Solutions II will provide the following documentation:
 - I. Site Guide
 - II. Rack and Cabling Diagrams
 - III. Operations Guides
 - IV. Configuration Documents
7. Support Hours
 - a. Provide up to (10) hours of as needed support for the environment installed by Solutions II.
 - I. Hours are available to use for 1 year from the date the environment is installed by Solutions II. Unused hours will be forfeited.
 - II. Hours will be scheduled in advance for a mutually agreed upon date and time. If urgent help is needed and cannot be scheduled in advance, Solutions II will engage on a "best effort" time frame

Agency Responsibilities

Solutions II's performance is dependent upon the Agency fulfilling the responsibilities listed below. Any delay in performance of these responsibilities may result in additional charges and/or delay of the completion of the services. Such additional charges and/or delay will be handled in accordance with the change order procedure.

Motorola will ensure the Agency is aware of and complies with the following responsibilities, at no charge to Solutions II.

1. Facility Readiness - The Agency will provide the power, cooling, rack space, cabling, network infrastructure and access required for Solutions II to deliver the services in scope.

2. If Solutions II is onsite at the Agency, the Agency will provide Solutions II with the equipment, workspace and physical facilities (i.e. data center) and other resources as required.
3. The Agency will provide the following technical and management resources to assist Solutions II as needed services contained in this SOW are being performed.
 - a. An authorized contact who will be responsible for approving business or technical changes (for example, approving access or maintenance activities).
 - b. An authorized contact with physical access to the locations Solutions II will be performing services.
 - c. An authorized contact that can assist with tasks that are outside of the scope of work contained in this SOW (for example, network switch configuration changes, creating DNS entries, creating Active Directory users, Etc.).
4. The Agency will provide maintenance windows as needed by Solutions II to perform services that require or may result in down time.
5. The Agency is required to have current maintenance and license agreements in place with the vendor of any product Solutions II is performing services on or is needed to enable the completion of the services described herein.
6. Password and Passphrase Management: Before project completion the Solutions II engineer will give the End-user all passwords and passphrases that have been configured in the End-user's environment. Once that handoff occurs, the End-user is responsible for managing those passwords and passphrases. Lost passwords and passphrases can cause extended unplanned downtime and permanent data loss. Solutions II recommends the use of a defined process and procedures for managing that critical data. A commercial password manager and/or vault that will allow the End-user to securely share the passwords and passphrases between multiple people and ensures availability of the passwords and passphrases should be considered.
7. Encryption Key Management – Encryption keys are an essential part of system security and are used to encrypt the storage virtual machines run on, backups, and other data at rest. Before project completion the Solutions II engineer will give the End-user a copy of all encryption keys used to encrypt data in the End-user's environment if data at rest encryption is applicable and in scope for this project. Once that handoff occurs, the End-user is responsible for the management of those encryption keys. Proper encryption key management involves ensuring keys are available when needed to unlock data and rotating encryption keys according to the End-user's policies. Solutions II recommends that the End-user develop a written policy to manage encryption keys that is shared among multiple people. The use of a key management software solution to aid in encryption key management is required for some solutions. When a key management software solution is deployed it will be the End-users responsibility to manage and maintain that system according to the best practice recommendations of the key management vendor. Solutions II recommends that the End-user develop and maintain a policy to manage encryption key management software when it is deployed in their environment. Lost encryption keys can cause extended unplanned downtime and permanent data loss.
8. Business continuity planning – The Agency is responsible for any business continuity planning that is not in scope to the services set forth in this description of services. Some of the key tasks that are required for a business continuity plan include but are not limited to the following items.
 - a. Business Impact Analysis to identify potential loss scenarios and perform risk assessments on those scenarios.
 - b. Development of business continuity policies.
 - I. Failover Go / No-Go policy
 - II. Damage assessment procedures
 - III. Communication plans
 - IV. Repair plans and procedures
 - V. Risk management plans
 - c. Determining appropriate recovery point objective (RPO) and recovery time objective (RTO) times based on business needs.
 - I. Solutions II will implement the in-scope backup and recovery products as close to the Agency's specified RPO times as is possible for the product.
 - d. Determining work recovery time (WRT) and maximum tolerable downtime (MTD).
 - e. Failover plans for other essential servers, interfaces, hardware or software that not in the scope of this SOW.
 - f. Disaster mitigation plans.
 - g. Other contingency plans.

- h. Regular testing of the backup and recovery solutions implemented by Solutions II after project completion.
- 9. The Agency does not have any business or regulatory requirements that prohibit services to be performed by individuals other than they must be legally authorized to work in the United States.
- 11. The Agency has no requirement pertaining to the location or jurisdiction where remote services are to be performed.

Managed Services

This quote includes optional pricing for Solutions II's Full Managed Service of the quoted environment. Solutions II manages Flex environments around the country for agencies of all sizes. Our team of engineers are experienced, certified professionals that have decades of experience managing all aspects of the quoted system.

The Solutions II Full Managed Service includes 24x7x365 system administration and monitoring, including Application Monitoring for the Flex application, of the quoted solution. This service ensures the servers and underlying software running your Flex application is professionally managed by a team of certified professionals that understand the critical importance of the Flex application to the people who use it. Annual business reviews, that include analysis and recommendations for the managed environment, ensure Agency stake holders have enough time to plan for future expenses. Public Safety agencies of all sizes use Solutions II's Managed Services to fill skill gaps, ensure uniform system support on weekends and holidays, allow their IT employee's to focus on other work and to make up for the loss of critical skills that happen with employee turnover.

Solutions II services are contracted through Motorola Solutions Inc., in accordance with and subject to the Agreement Terms set forth in the Master Services Agreement Number SPLM11.24.10. Any obligations are limited to the services described in this quote and any subsequent Project Change Requests.

Description of Services

Solutions II shall be responsible for performing all tasks necessary to provide the services listed below on all In Scope hardware and software. The frequency that tasks are performed depends on the type of task and how critical the task is to maintain system availability. Tasks will generally fall under the following categories and are performed at the listed frequencies.

Monitoring: Monitoring is a non-disruptive automated task that runs continuously and is maintained as needed to ensure issues are detected and resolved as quickly as possible.

Patches, Updates and Upgrades: Performed as needed and according to industry best practices to address security issues, add needed functionality or to improve the ability of Solutions II to support the environment.

System administration: Performed as needed to maintain the managed environment and at the request of the End-user to support applications running in the environment.

Remediation and recovery: Performed as required during system outages and at scheduled times during approved maintenance windows whenever possible.

In Scope Hardware and Software

The following hardware and software infrastructure are In Scope.

- 1 - 1U Rack Mount Server
- 1 - 1U Rack Mount Server (DR Site)
- Microsoft Hyper-V Software running on In Scope hardware
- Red Hat Enterprise Linux and Windows Server Operating Systems running on In Scope hardware
- Veeam Backup and Replication Software protecting virtual machines running on In Scope hardware
- 2 - Synology RS422+

Out of Scope

The following are not included as part of this service.

1. Remediation of the Agency's existing environment needed to support the Managed Services.
2. Application level administration of the Spillman Flex software.
3. Administration of any hardware or software not listed as In Scope.

Onboarding Services

1. Environment Readiness Assessment
2. Configure performance and capacity monitoring for in-scope systems
3. Setup alerts for common issues and remote management of in-scope systems
4. Setup service desk ticketing system
5. Review service level agreements, escalation, and change management process
6. Review managed service support team and tasks
7. Gain agreement on escalation and change management process

Application Monitoring Services

1. Application Monitoring of the Spillman Flex application
 - a. Database service and logs
 - b. Tomcat and Interfaces server service and logs
 - c. Web Interface
 - d. OS performance and resource usage

Infrastructure Administration and Management Services

1. Daily Monitoring of in-scope systems and applications for health and availability
2. Address tickets opened by the End-user and client teams
3. Diagnosis and remediate issues for all in-scope systems and software
 - a. Hardware failures
 - b. Alerts or Errors
 - c. Performance problems
 - d. Connection issues
 - e. Open and work tickets with manufacturer support
4. Emergency patching for in-scope hardware and software to address vulnerabilities with a CVSS 3.0 severity of "Critical" and that have been identified by the vendor or Solutions II to affect the environment
5. Hardware firmware updates, with the assumption the client's environment can support the desired version
6. Storage administration
 - a. Regular reviews of monitoring metrics and alerts
 - b. Reallocation and changes to storage configuration
7. Virtualization administration
 - a. Administration of all in-scope virtualization software.
 - I. Reconfiguration of virtualization software running on in-scope hardware to support VLAN ID and IP subnet changes on the local network.
 - II. Virtual machine hardware configuration changes on in-scope VM's to support applications running in the managed environment.
 - III. Administration tasks to support environment upgrades, patches, and remediation.
 - b. Scheduled upgrades and patches for in-scope systems and licensed instances of Microsoft Hyper-V software, with the assumption the Agency's environment can support the desired software version.
8. Operating System administration
 - a. Reconfiguration needed for external network changes, growth, and performance
 - b. Regular reviews of monitoring metrics and alerts

- c. Scheduled upgrades and patches of operating systems running on in-scope systems, with the assumption the client's environment is licensed for and can support the desired OS version
- 9. Backup Administration
 - a. Remediation and configuration changes to in-scope hardware and software needed to ensure backups complete successfully
 - b. Perform scheduled data recovery tests
 - c. Open and work tickets with backup software vendor
 - d. Perform up to 5 restores per month
 - e. Scheduled upgrades and patches to the in-scope backup application and associated hardware, with the assumption the client's environment can support the desired software version

Disaster Recovery Testing

- 1. Annual disaster recovery testing using in-scope DR orchestration software. The Agency will have the following choices for each test.
 - a. Simulated failover test
 - I. Start and test a copy of the Flex virtual machine at the DR site to test failover functionality without down time of the production Flex virtual machine.
 - II. The copy would remain running for up to 6 hours so the Agency can perform application testing.
 - III. After the Agency completes testing Solutions II will be shut down the copy and resume the normal replication schedule.

OR

- b. Full failover test
 - I. The Flex virtual machine is shutdown at the primary site and brought up at the DR site.
 - II. After the failover is complete Solutions II will start replicating back to the primary site.
 - III. The Flex virtual machine will run at the DR site for as long as the Agency needs to complete application testing or until the replication back to the production site has completed.

Reporting

- 1. Application Monitoring Reports
 - a. Automated reports generated as required by the Agency
 - I. Application Database
 - II. Tomcat Application Server
 - III. Virtual Machine CPU and memory utilization
 - IV. Web Interfaces
- 2. Infrastructure Health and Availability Reports
 - a. Automated reports generated as required by the Agency
 - I. Resource utilization
 - II. System Availability
 - III. File system utilization
 - IV. Backup job success, failure and statistics
- 3. Client Business Review
 - a. Annual review for Agency stake holders with the Agency's account manager and primary engineer
 - I. Analysis of growth, capacity and other trends within the environment
 - II. Review of tickets opened by the Agency
 - III. Recommendations for the managed environment
- 4. Disaster Recovery Failover Report
 - a. Created after the completion of a scheduled disaster recovery test
 - I. Analysis of replication schedules and statistics
 - II. Recommend changes to the replication configuration
 - III. Failover test results

Agency Responsibilities

Solutions II's performance is dependent upon the Agency fulfilling the responsibilities listed below. Any delay in performance of these responsibilities may result in additional charges and/or delay of the completion of the services. Such additional charges and/or delay will be handled in accordance with the change order procedure.

Motorola will ensure the Agency is aware of and complies with the following responsibilities, at no charge to Solutions II.

1. The Agency will provide the network infrastructure and access required for Solutions II to deliver Services.
2. The Agency will provide establish a persistent VPN connection with Solutions II's corporate headquarters for securely accessing, administering and monitoring the Agency's environment. Any expenses associated with creating or maintaining the VPN connection are the responsibility of the Agency. As a backup, a secondary access method will be provided, such as individual VPN credentials.
3. The Agency will provide a Windows Server virtual machine with adequate resources to deploy a monitoring collector. The Windows Server VM will require at least 2 vCPU, 2GB of free memory and 75GB of free storage.
4. The Agency will ensure all systems to be managed by Solutions II are operational and stable prior to Services beginning.
5. The Agency is responsible for obtaining and maintaining all licensing, hardware maintenance agreements and software support contracts on all in-scope systems being managed for the term of the contract.
6. The Agency will ensure all systems to be managed by Solutions II are sized properly to support the provided Services.
7. The Agency will provide the following technical and management resources to participate in the implementation and ongoing support of Solutions II's Services.
 - a. An authorized contact who will be responsible for approving business or technical changes (for example, approving access or maintenance activities).
 - b. Authorized contacts with physical access to hardware being managed by Solutions II that can assist with simple tasks that must be performed onsite (for example, checking status lights on hardware or plugging in network connections).
8. The Agency will provide maintenance windows as required by Solutions II to perform services that require or may result in down time.
9. The Agency will notify Solutions II when conducting work that may have an impact on the managed environment.
10. The Agency will perform environment remediation as recommended by Solutions II during the Agency environment readiness assessment and throughout the term of the contract.
11. If Solutions II is onsite at the Agency, the Agency will provide Solutions II with the equipment, workspace and physical facilities (i.e. data center) and other resources as required.
12. The Agency is responsible for maintaining any infrastructure outside of Solutions II managed environment which affects the delivery of Services provided by Solutions II.
13. Business continuity planning – The backup and disaster recovery testing included with this Managed Service is just one part of an overall business continuity plan. The testing performed by Solutions II verifies all protected data can be recovered within the solutions recovery point objective (RPO) and recovery time objective (RTO) capabilities at the time of the test. Testing does not determine what the RPO or RTO should be, the policies for when the recovery plan should be used or guarantee data will be recoverable during an actual disaster. Additionally, the testing performed by Solutions II does not include any tasks that need to be performed outside of the environment managed by Solutions II. The Agency is responsible for creating and performing all business continuity tasks that are not in scope to the services set forth in this SOW. Some of the key tasks that are required for a business continuity plan include, but are not limited to the following items.
 - a. Business Impact Analysis to identify potential loss scenarios and perform risk assessments on those scenarios.
 - b. Development of business continuity policies.
 - I. Failover Go / No-Go policy
 - II. Damage assessment procedures
 - III. Communication plans

IV. Repair plans and procedures

V. Risk management plans

- c. Determining appropriate RPO and RTO times based on business needs and solution capabilities.
- d. Determining work recovery time (WRT) and maximum tolerable downtime (MTD).
- e. Creating failover plans for other essential servers, interfaces, hardware or software not managed by Solutions II and implementing those plans during testing.
- f. Disaster mitigation plans.
- g. Other contingency plans.

14. Disaster Recovery Application testing – The success of Solutions II’s recovery and failover testing is dependent upon Agency testing of the Flex application while it is running outside of its primary environment. The Agency is responsible to develop testing procedures and perform those tests during scheduled disaster recovery testing to ensure the Flex application is accessible by all users and has all needed functionality. At a minimum the following should be tested during each scheduled test.

- a. Flex client connectivity – The Agency is responsible for ensuring the Motorola Flex client can connect to the Flex application while it is running outside of its primary environment. This should be done from every location or network that currently connects to the production server.
- b. Interface testing – An interface is defined as any automated network communication between the Motorola Flex application and another application. Flex can connect to many external interfaces. Some common interfaces include E911, Statelink, Livescan, ProQA, Jail Commissary and CAD paging. The Agency is responsible for identifying the interfaces the application uses, developing a test plan for each interface and conducting that testing during scheduled disaster recovery test performed by Solutions II.

15. The Agency does not have any business or regulatory requirements that prohibit services to be performed by individuals other than they must be legally authorized to work in the United States.

16. In the event Solutions II provides training and/or support services to Client or Agency via Solution II’s or Client’s or Agency’s video conference service (“Video Support”), Client and/or Agency shall have the right to request that Solutions II record and make available to Client or Agency the Video Support if it is provided through Solutions II’s service, or may record the Video Support directly if it is provided through Client’s or Agency’s service, in each case solely for Client’s or Agency’s internal use and not for release to any third parties or the public. Client and Agency acknowledges that the Video Support may include discussions of proprietary and confidential information belonging to Solutions II or Client or Agency and that Client and Agency shall be solely responsible for, and shall indemnify Solutions II for, any damages or other costs resulting from Client’s or Agency’s statements made during the Video Support or the disclosure of any confidential or proprietary information by Client or Agency and either of their employees or representatives, including any damages resulting from Client’s or Agency’s or either of their employees’ or representatives’ social media posts.

17. The Agency has no requirement pertaining to the location or jurisdiction where remote services are to be performed.

Public Safety Software Implementation Statement of Work ("SOW")

Between

**Motorola Solutions, Inc.
("Motorola")**

And

**Orange Beach Police Department
("Customer")**

Prepared

April 10, 2026

By

Motorola Solutions, Inc.

This information is the property of Motorola and is provided on a confidential and restricted basis. This information shall not be disclosed outside of Customer organization and shall not be duplicated, used, or disclosed in whole or in part for any reason other than to evaluate this SOW.

Introduction and Purpose

This SOW guides the primary activities and responsibilities for the server migration project. It documents project implementation requirements, identifies each major task within the implementation process, sets expectations for each party, and identifies the criteria by which Motorola and Customer will consider a task complete.

Project Objectives

Ongoing objectives of the Server Migration project:

- Move the Flex application, data, and interfaces from current server to new server.

Specific SOW objectives:

- Complete the project plan and schedule
- Obtain hardware
- Perform pre-migration audit
- Configure, set up, and install the server
- Migrate Flex data and existing interfaces to new server

Change Management Procedures

In the event it is necessary to change this SOW or, if applicable, a Scope of Work document, the following procedure will be used:

- The party requesting the change will issue a Change Request document (“Change Request”). The Change Request will describe the nature of the change, the reason for the change, and the effect of the change, which may include changes to the work product. The Change Request will also include any changes in pricing.
- Either party may initiate a Change Request for any material changes to this SOW and any applicable Scope of Work. The requesting party will review the proposed change with the other party and the parties will negotiate reasonably and in good faith to agree upon the requested change and any changes to the fees or schedule that may result therefrom. Upon the parties’ agreement, the appropriate authorized representatives of the parties will sign the Change Request, indicating acceptance of the changes by the parties.
- Upon execution of the Change Request, the Motorola and Customer Project Managers will incorporate the change into the SOW or Scope of Work.

Project Assumptions and General Responsibilities

Project Assumptions

- The new Flex System will be implemented in a Linux environment.
- Customer network is available and appropriately configured.

- Hardware is purchased that meets or exceeds Motorola's current hardware requirements.
- Third party vendors provide required information for interface configuration.
- This engagement will begin on a mutually acceptable date after Motorola is in receipt of a signed contract from Customer that covers the fees and expenses described therein.
- The customer will provide appropriate technical and management resources to participate in the migration as identified in the project tasks and responsibilities.

Customer Responsibilities

- Maintain effective communications with the Motorola Project Manager.
- Participate in project status meetings.
- Respond to issues and concerns as communicated by the Motorola Project Manager.
- Provide Motorola with Customer-approved project change requests.
- Coordinate required Customer tasks and responsibilities with the Motorola Project Manager.
- Manage all third party vendors for which Customer contracts facilitate project activities.
- Ensure Customer project team members have the knowledge and expertise to meet required project responsibilities.
- Continue to provide onsite and dedicated remote access.

Motorola Project Team Responsibilities

- Function as the liaison with Customer's designated project manager.
- Provide the customer with a project management plan, including a cut-over plan for Go-live.
- Supply administration and configuration documentation, student manuals (training plans), and end user Documentation if needed.
- Manage all aspects of the implementation, including project communications.
- Participate in the project planning and system setup.
- Coordinate and schedule the delivery of all products and services provided by Motorola.
- Conduct project status meetings via conference call.
- Facilitate the submission and approval of Customer change requests.
- Provide responses and recommend resolutions to Customer issues.
- Facilitate the server migration.

Project Tasks and Responsibilities

This section outlines all project phases, individual tasks, and responsible parties required to meet the goals and objectives of this SOW. Motorola and Customer will perform their respective tasks through a combination of remote collaboration, coordination via telephone, email communications, and other remote means, as appropriate.

Project Planning & Kickoff Meeting	
Task Description Pre-Installation and Project Planning will consist of a series of tasks and activities to help prepare the Customer and the Contractor for the migration process. Tasks include in no particular order: • Kickoff meeting with a review of the project. – Review list of purchased modules, interfaces and services of the project contract as well as the Scope of Work. – Review by the Motorola Solutions Architect of what will be needed from the agency during the migration.	
Deliverables • Install document checklist, listing what is needed from the agency in regards to interfaces, hardware, and module setup.	
Prerequisites • Not applicable	
Motorola	Customer
Responsibilities • Conduct Kickoff Meeting	Responsibilities • Attend Kickoff Meeting
Required Staff • Project Manager • Solution Architect	Required Staff • Project Manager • Customer Project Team

Order Hardware

Task Description

The purpose of this task is to order the hardware required for the Motorola system. Customer or Motorola (as specified in the Agreement) will be responsible for procuring the server needed to meet Motorola's hardware specifications. Together, Motorola and Customer will review the purchase order to verify the purchased hardware meets system specifications. Hardware will then be shipped to the customer's location. If providing their own hardware, it is the customer's responsibility to ensure the hardware is installed, correct networking is in place, and provide MSI remote access, using BeyondTrust (MSI will provide the link).

Deliverables

- Hardware requirements

Prerequisites

- Pre-Installation and Project Planning

Motorola	Customer
Responsibilities • Verify hardware order • Order hardware (per Contract) • Provide minimum and recommended hardware requirements for all workstations	Responsibilities • Order hardware (per Contract) • Ensure hardware (workstation) upgrades, as needed
Required Staff • Project Manager • Solution Architect	Required Staff • Project Manager • IT personnel • System Administrator

Finalize Project Schedule

Task Description

During this task, the project managers from both Motorola Solutions and Customer, as well as Customer personnel who make decisions regarding resource allocations or scheduling, will meet and review the project schedule. These individuals will make any necessary adjustments based on known changes in resource availability. Motorola's project manager will then update the schedule.

The project schedule will be further updated as necessary over the course of the project. All changes to the schedule will be mutually agreed upon and, if required, documented via the mutually agreed upon change order process. Any schedule changes that occur will be a part of the project status reports provided by Motorola's project manager.

As a standard, Migration Projects are scheduled to occur during normal business hours. This ensures we have appropriate resources to assist with the project.

Deliverables

- Final project schedule

Prerequisites

- Not applicable

Motorola	Customer
Responsibilities • Lead Customer through a review of the project schedule • Update the project schedule	Responsibilities • Ensure personnel who can make resource allocation and scheduling decisions attend Project Schedule review
Required Staff • Project Manager • Solution Architect	Required Staff • Project Manager • System Administrator

Pre-Migration Audit

Task Description

The Motorola Solutions Architect will perform an audit of the current Customer system. Information about the current system will be gathered and recorded and checked against migration prerequisites.

Deliverables

- Migration Process Document

Prerequisites

- Access to current server via BeyondTrust

Motorola	Customer
Responsibilities • Verify Flex version • Verify third party interfaces provided by Customer • Record network configuration including interfaces and routes • Identify crons/scheduled tasks being used on system • Identify time zone • Locate and record any custom files, scripts, screens, etc.	Responsibilities • Patch to a current released version for migration process • Supply third party interfaces to Solution Architect • Validate a good backup has been performed • Decide which cron/scheduled tasks are still valid • Update custom cron/scheduled tasks created by Customer • Update and configure System Printers (if applicable; no longer supported by Motorola)
Required Staff • Project Manager • Solution Architect	Required Staff • System Administrator • IT department

Install and Configure Hardware and Operating System

Task Description

The configuration and installation of the new server will be jointly conducted with the Customer's IT staff. A flat installation of Flex will be performed on a new server after the agency configures and installs the OS. The new environment needs to be accessible at least four weeks prior to scheduled migration.

Deliverables

- Server installed and configured

Prerequisites

- Server location, equipment, networking and supply of power provided
- Temporary IP Address for server identified

Motorola	Customer
Responsibilities • Conduct initial tests of the equipment and correct any problems or deficiencies • Load planned Flex version	Responsibilities • Install server and operating system • Configure database storage space allocation • Facilitate physical installation of server (rack, power, network connectivity) • Provide temporary IP address for new server • Configure server network interface(s)
Required Staff • Project Manager • Solution Architect	Required Staff • System Administrator • IT department

Remote Migration

Task Description

Motorola Solutions Architect will perform migration remotely. Communication will be frequent through email and phone. Migration will be performed during the agreed scheduled week. Customers will need to plan on 1-6 hours of downtime for day one, and 2-8 hours of downtime for day two.

Deliverables

- Migration to new server

Prerequisites

- Hardware installed and connected to network

Motorola	Customer
Responsibilities • Perform the migration (detailed steps provided in Attachment A) • Restore interfaces on new server • Troubleshoot any issues	Responsibilities • Communicate to end users about length of downtime • Install updated Flex client application on PCs if needed • Install additional required Windows software • Provide issue assessment and priorities to Solution Architect
Required Staff • Solution Architect	Required Staff • System Administrator • IT department

Post Migration TS Transition Call

Task Description

Motorola Solutions Project Manager will conduct a wrap up call with Customer & Solution Architect, in verifying the task list of the items for the Server Migration and transition back to Motorola Technical Services for on-going Support.

Verify the completeness of the Migration for the core software and interfaces. Establish transition of communication moving forward through Technical Services for issues related to the software.

Deliverables

- Post Migration Transition Call

Prerequisites

- Migration completed

Motorola	Customer
Responsibilities • Conduct a post migration transition call.	Responsibilities • Participate in a post migration transition call.
Required Staff • Solution Architect • Project Manager	Required Staff • System Administrator • IT department

Basic Migration Schedule**

** Subject to change

Timeline	Description of Events	Involved Parties
Prior to Migration Week	New server access and prep	Agency IT and MSI SA
Day 1 of Migration Week	1-6* hours of downtime. - Users log back in on the current server. - Data is transferred and loaded onto new server	Agency IT/SAA and MSI SA
Day 2 of Migration Week	2-8* hours of downtime. - Transaction logs from the previous day are transferred and loaded onto the new server. - Users log in on the new server. Interfaces are brought over.	Agency IT/SAA and MSI SA
Remainder of Migration Week	Interface and issue troubleshooting	Agency IT/SAA and MSI SA
Following Migration Week	Transition back to regular support	Agency SAA and MSI Support



CITY OF ORANGE BEACH

To: Mayor and Council
From: Ford Handley, City Administrator
Date: July 13 2026
Subject: **Resolution approving purchase of servers, service and renewal of agreement for Motorola Records Management System for three years**

ITEM DESCRIPTION:

Physical Servers, both a primary and a backup (\$169,311.80). Year one of Solutions II which is the subscription service that maintains the servers (\$49,358.00). Year one of the FLEX Subscription Suite on which our CAD, RMS and JMS operate (\$69,361.84). Total - \$288,031.64

BACKGROUND INFORMATION:

The Orange Beach Police Department relies heavily on the Motorola Flex (formerly Spillman) software ecosystem for daily operations, including Computer-Aided Dispatch (CAD), Records Management (RMS), Jail Management (JMS), and Mobile Data Terminal (MDT) connectivity. The physical servers supporting these critical public safety networks are past their operational lifespan and require a full replacement to ensure system stability, security, and immediate disaster recovery capability.

An approved resolution authorizes the Orange Beach Police Department to execute agreements with Motorola Solutions, Inc. and its subcontractor, Solutions II, to replace existing out-of-date server infrastructure, migrate critical databases, and approve a three-year Motorola Flex Subscription Suite. (Inclusive of upfront hardware, migration services, and year-one subscription fees).

ACTION OPTIONS / RECOMMENDATION:

Option 1: Approve the Resolution (Recommended)

Authorize the execution of the contract and the allocation of **\$288,031.64** for Year 1, while acknowledging the projected operational obligations of **\$112,719.84** for Years 2 and 3.

- **Pros:** This ensures our first responders operate on a fully modernized, secure, and redundant server system. It keeps the department's CAD, dispatch maps, and jail databases online, protected by 24/7/365 active monitoring and standard backup schemes.
- **Cons:** Requires an immediate capital outlay from current-year public safety funds.

Option 2: Table the Item or Deny Approval

Decline the purchase of the server replacement and subscription renewal at this time.

- **Pros:** Temporary retention of capital funds.
- **Cons:** Commits the department to running mission-critical public safety software on aging, unsupported hardware that lacks a functional disaster recovery path. This elevates the risk of server failure, system downtime, and potential data loss. Additionally, failing to renew the software subscription will disrupt active CAD/RMS interfaces, GIS maps, and cloud hybrid systems. Prevents fulfillment of public records requests should this equipment fail.

SOURCE OF FUNDING:

100-60001-200-000000 Capital Equipment

BUDGETED:

No

ATTACHMENTS:

Agreements (2), Financial Breakdown (1)

DEPARTMENT:

Police

STAFF CONTACT:

Trent Johnson/Stephen Centrone

Council Agenda Approval Total (Year 1)

To move forward with the project, we must place the combined total of the upfront costs and all Year 1 fees on the council agenda for formal approval.

Cost Component	Amount	
Upfront Costs (Hardware, Accessories, & Implementation)	\$169,311.80	
Year 1 Flex Fee (Solutions II)	\$49,358.00	
Year 1 FLEX Subscription Suite Fee	\$69,361.84	
TOTAL FOR COUNCIL AGENDA	\$288,031.64	

Future Obligations (Years 2 & 3)

Following the initial council approval and Year 1 deployment, our recurring annual commitments for the remainder of the three-year term will be as follows:

Year 2 Costs

- **Year 2 Flex New Fee:** \$49,358.00
- **Year 2 FLEX Subscription Suite Fee:** \$63,361.84
- **Year 2 Total:** \$112,719.84

Year 3 Costs

- **Year 3 Flex New Fee:** \$49,358.00
- **Year 3 FLEX Subscription Suite Fee:** \$63,361.84
- **Year 3 Total:** \$112,719.84

Project Totals at a Glance

- **Total Initial Council Request (Year 1):** \$288,031.64
- **Total Future Obligations (Years 2 & 3):** \$225,439.68



**REGULAR COMMITTEE OF THE WHOLE MEETING
JULY 21, 2026**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of a services agreement with Whelen Engineering Company, Inc., for patrol vehicle software for the Police Department. (TJ)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 08-04-26 26-xxx Authorize Software Service Agreement Whelen Police
2. 2026.07.17 Software Service Agreement Whelen Police
3. 2026.07.21 Agenda Memo - Police Whelen Software Agreement

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
SERVICE AGREEMENT WITH WHELEN ENGINEERING COMPANY, INC.,
FOR PATROL VEHICLE SOFTWARE
FOR THE POLICE DEPARTMENT**

FINDINGS:

1. Whelen Engineering Company, Inc. manufactures a comprehensive line of audio and visual emergency vehicle warning equipment and technology used by first responders in the City of Orange Beach, the State of Alabama, and across the United States.
2. As part of the City of Orange Beach Police Department's continued business with Whelen, Whelen Engineering Company, Inc., has offered certain software and services free of charge for a limited period.
3. The City of Orange Beach Police Department has reviewed the offer equipment and services and recommends the acquisition of the items described as follows:

MODEL NO.	ITEM DESCRIPTION	QTY
VSG1FI	VERIZON FRONTLINE VSG, INSTALLATION KIT, INTERIOR MOUNT ANTENNA, AND FIVE YEAR CORE+ FEATURE SET	12

4. The City Council has determined that the acceptance of the donation is in the best interest of the City of Orange Beach, Alabama, its citizens, and visitors.
5. After having reviewed the Agreement (attached Exhibit A), the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

1. That the Mayor and the City Clerk are hereby authorized 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 Whelen Engineering Company, Inc., as an act for and on behalf of the City of Orange Beach, subject to final approval by the City Attorney; and
2. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 4th DAY OF AUGUST, 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 August 4, 2026.

City Clerk

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Core[®] is trusted by first responders and fleet professionals for its powerful programmability and reliable performance. Now, **Core+** takes that capability even further – bringing intelligent automation and connected functionality directly into your vehicles for safer, more efficient operations.



No Additional Cost. No Subscription.

Every Core[®] Control System equipped with Core+ comes with a **Vehicle Safety Gateway[®] (VSG[®])** and **five years of connected service**, included at no additional cost. Once your VSG is activated, your system is ready to deliver intelligent automation, connected capabilities, and long-term reliability—keeping your fleet mission-ready from day one.

INCLUDED WITH PURCHASE OF



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CORE



CORE-S



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CORE-R DOT

Powered By The Vehicle Safety Gateway

Includes your choice of one of the following:

Model	Description
VSG1FI	Package Includes Verizon Frontline VSG, Installation Kit, Interior Mount Antenna, and 5-Years of Core+ Feature Set
VSG1FR	Package Includes Verizon Frontline VSG, Installation Kit, Roof Mount Antenna, and 5-Years of Core+ Feature Set
VSG1VI	Package Includes Verizon VSG, Installation Kit, Interior Mount Antenna, and 5-Years of Core+ Feature Set
VSG1VR	Package Includes Verizon VSG, Installation Kit, Roof Mount Antenna, and 5-Years of Core+ Feature Set

* Includes five years of Core+ service.



Vehicle Safety Gateway*



Exterior Antenna **OR** Interior Antenna



SMARTER CONTROL, SAFER OPERATIONS



DEVICE LOCK

Prevent unauthorized changes by locking configuration and firmware updates on individual vehicles or your entire fleet with a simple workflow.



GEOFENCE CONTROLLED TECHNOLOGY

Automate vehicle functions based on precise geographic zones to improve safety and efficiency.

- Adjust flash patterns and sirens at intersections
- Receive in-cab alerts for hazardous roadways
- Activate cruise lights in work zones, neighborhoods, and school areas
- Trigger DVM tones for natural disasters or active emergencies
- Reduce siren volume in school zones during school hours
- Control warning equipment based on vehicle location



OVER-THE-AIR FIRMWARE AND CONFIGURATION UPDATES

Simplify maintenance and reduce downtime with remote access to configuration and firmware updates.

- Deploy updates to one or multiple vehicles without visiting each in person
- Ensure consistent performance across your entire fleet
- Keep systems secure and ready with the latest updates

WHAT'S NEXT FOR CORE+

We're continuously expanding the capabilities of Core+ to give you even more control, flexibility, and performance. Core+ is built to grow with you—talk to your local FSE or visit whelen.com/core to learn what's next.

Whelen Engineering Company
(860) 526-9504
www.whelen.com

Whelen Engineering reserves the right to upgrade, improve, and change products without notice. Product features and specifications are subject to change without notice.

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Whelen Master Cloud Services Agreement

This Master Cloud Services Agreement, including all exhibits (the “**Agreement**”) governs the relationship between Whelen Engineering Company, Inc., (“**Whelen**”) and **City of Orange Beach (AL)** (“**Customer**”) (each, a “**Party**” and together, the “**Parties**”) with regards to the Application Services This Agreement is effective on the date the Agreement is executed by each Party (the “**Effective Date**”).

1.1. DEFINITIONS. Capitalized terms not defined elsewhere in this Agreement have the meanings set on Exhibit 1.

2. ACCESS TO SERVICES**2.1. Application Services**

(a) Provision of Access. Whelen hereby grants to Customer and its Authorized Users a non-exclusive, non-transferable right to access and use the Application Services for the Term in accordance with the Application Documentation and this Agreement solely for Customer’s internal business purposes. Customer’s subscription to the Application Services shall remain in effect for the applicable Subscription Term, unless sooner terminated in accordance with Section 10.

(b) Usage Restrictions. The Application Services may only be used as described herein and in the Application Documentation. Customer must ensure that its Authorized Users comply with this Agreement. Customer shall not, and will not allow any Authorized User or other third party to, (i) decompile, disassemble, reverse engineer, or otherwise attempt to obtain, or derive the trade secrets embodied in the Application Services or the source code from which any software component of the Application Services are compiled or interpreted, (ii) create any derivative work or product from any of the foregoing, (iii) use the Application Services or any of Whelen’s Confidential Information to develop or build, sell or offer to sell, license or offer to license, or use a competing product or service, (iv) allow third parties other than Authorized Users to gain access to the Application Services or use the Application Services, (v) assign, sublicense, sell, resell, lease, rent or otherwise transfer Customer’s rights under this Agreement, (vi) remove any copyright, trademark, proprietary rights, disclaimer, or warning notice included on or embedded in any part of the Application Documentation and/or Application Services, (vii) access the Application Services for purposes of monitoring availability, performance, or functionality of the Application Services, performing security penetration tests or stress tests on the Application Services, or for any other benchmarking or competitive purposes, (viii) do anything that could disable, overburden, or impair the proper working or appearance of the Application Services, or (ix) use the Services or Application Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any person, or that violates any applicable law. Customer agrees that the Application Services are not authorized for use as, and Customer shall not use the Application Services as critical components in any Life Critical Applications. Certain features of the Application Services may allow Customer or Authorized Users to connect and/or permit communication with one or more vehicles or equipment in one or more vehicles (each a “**Connected Vehicle**”). Customer agrees that at any time the information provided by the Application Services with respect to a Connected Vehicle may be incomplete, incorrect, or out of date. Customer’s use of the Application Services, including Customer’s or its Authorized Users reliance on any information provided by the Application Services with respect to any Connected Vehicle is at Customer’s sole risk and discretion. Customer is solely responsible for the acts or omissions of its Authorized Users with respect to Connected Vehicles and for safe vehicle operation, observation of applicable traffic laws, and vehicle maintenance. Under no circumstances will Whelen be liable or responsible for

any use of the Application Services inconsistent with this Agreement or in conjunction with any products, services, software, or hardware that are not provided by Whelen. The Application Services may provide Customer with access to Third Party Items. Third Party Terms may apply with respect to the Third Party Items.

(c) Platform Enhancements. Whelen may offer new or additional features which may be subject to additional fees and/or agreement by Customer to additional, supplemental terms.

2.2. Support Services. Whelen will provide support services for the Application Services to Customer’s administrator Authorized Users only, in accordance with its standard offerings during its regular business hours (“**Support Services**”). Customer can request Support Services by contacting the applicable Field Solutions Engineer.

3. PROPRIETARY RIGHTS.

3.1. Ownership of Application Services. Whelen, its licensors and suppliers retain all right, title, and interest in and to the Application Services, including upgrades, enhancements, new releases, changes, or modifications made thereto, together with all Intellectual Property Rights embodying the Application Services.

3.2. Data Rights.**(a) Customer Content.**

(i) Customer has sole responsibility for Customer Content. It is responsible for providing any required notices and obtaining any required consents from Authorized Users or other individuals about whom information, including Customer Content or Usage Data, may be collected by, transferred to, received, or otherwise used by Whelen or Customer in conjunction with the Application Services. Customer shall not provide, embed or otherwise make available any viruses, malware, spyware, or similar harmful or malicious code, or any content or links to sites that contain content which may be construed as illegal, defamatory, obscene, hateful, libelous, or that otherwise may reflect negatively upon Whelen’s, its customers’ or its vendors’ reputation.

(ii) Except for the licenses granted hereunder, as between the Parties, Customer retains all right, title, and interest in and to the Customer Content and any usage data generated by Whelen in the performance of the Services (“**Usage Data**”). Customer hereby grants to Whelen and its third party service providers a non-exclusive, irrevocable, world-wide, fully-paid-up, royalty-free right and license to use the Customer Content and Usage Data to deliver the Services and perform Whelen’s obligations hereunder. In addition to sharing Customer Content and Usage Data with its service providers, Whelen may disclose Customer Content and Usage Data to other entities with whom it partners to create customer offerings that are part of, or in addition to, the Application Services, including jointly branded offerings or integrations available to Customer. Whelen may remove all personally identifiable and vehicle identifiable information from the Customer Content and Usage Data to create de-identified data or aggregate the Customer Content and Usage Data in an anonymous manner that neither identifies Customer, Customer’s vehicles, or any identifiable person (such de-identified and aggregated data, “**Sanitized Data**”). Customer grants Whelen a perpetual, non-exclusive, world-wide, fully-paid-up, royalty-free, sublicenseable, transferable right and license to commercialize and otherwise use the Sanitized Data to perform Whelen’s obligations hereunder and for Whelen’s business purposes (excluding

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disclosure to any third party engaged in commercial data brokerage or aggregation services). Customer grants Whelen the right to disclose the Customer Content and Usage Data to Whelen's third party service providers and grant such third party service providers the right to use (i) the Customer Content and Usage Data to perform the applicable service and (ii) the Sanitized Data and Aggregate Data for Whelen's or such third party's internal business purposes. Notwithstanding the foregoing, nothing in this Section 3.2 shall limit Whelen's right to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law or to address an emergency situation or as set forth in Section 6.3 below. For all such purposes, Customer consents to Whelen's tracking of Customer owned or leased vehicles through global positioning system technology as Customer understands such tracking is part of the Usage Data generated by the Application Services. Customer shall not include within the Customer Content any information that is linked or is reasonably linkable to an identifiable individual ("*PII*"). Customer agrees that it is solely responsible for compliance with the requirements of this Section. Whelen shall have no obligations whatsoever if Customer includes PII in the Customer Content.

(b) Data Models. Notwithstanding anything to the contrary herein, if Whelen develops models, analytics, and/or algorithms in the course of providing Services (such as propensity models, etc.), Whelen shall retain all right, title, and interest therein.

4. ADDITIONAL WHELEN OBLIGATIONS

4.1. Access to Application Services. Whelen shall provide reasonable assistance to Customer to enable initial access to Customer's account, but Whelen is not responsible for any implementation, supplementation, modification, or configuration of Customer Systems or equipment, or the Application Services. Nothing in this Agreement shall require Whelen to provide for, or bear any responsibility with respect to, any telecommunications or computer network hardware required by Customer to provide access from the Internet to the Application Services.

4.2. Third Party Hosting Requirements. Customer agrees that (a) Whelen uses a third-party host in connection with the Services; (b) the security of the Services is limited by the Third Party Terms of such third-party host; and (c) Whelen's agreement with the host cannot be modified. As such, this Agreement shall apply only to Whelen's systems and facilities, not those of the host.

5. ADDITIONAL CUSTOMER OBLIGATIONS.

5.1. Authorized Users' Access to Services. Customer may permit Authorized Users to access and use the Application Services. Customer will ensure that any such Authorized Users protect Whelen's Confidential Information, and comply with the access and use restrictions for the Application Services and the Application Documentation.

5.2. Responsibility for Data, Access, and Security. Customer and its Authorized Users shall have access to the Customer Content and Customer shall be responsible for all changes to and/or deletions of Customer Content. Customer is solely responsible for: (a) the security and use of all of Customer's and its Authorized Users' passwords and other Access Protocols; (b) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Services; (c) Customer Systems; and (d) all access to and use of the Services and Application Documentation directly or indirectly by or through the Customer Systems or its or its Authorized Users' passwords or other Access Protocols, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. Customer shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to securely administer

the distribution and use of all Access Protocols and protect against any unauthorized access to or use of the Application Services.

6. CONFIDENTIAL INFORMATION.

6.1. Confidentiality Obligations. With respect to any Confidential Information of the other Party that a Party may have access to during its performance of this Agreement, each Party agrees: (a) to use such Confidential Information solely to perform its obligations hereunder; (b) to hold in confidence and protect such Confidential Information from disclosure to any third party except as permitted hereunder; (c) to restrict access to such Confidential Information only to such of its personnel, agents, and/or consultants who have a need to have access to such Confidential Information to permit the Party to perform its obligations hereunder and who are bound by written obligations of nondisclosure, confidentiality and non-use with respect to the Confidential Information, at least as stringent as those set forth herein; and (d) subject to Section 11, to return or destroy, all such Confidential Information in its possession upon termination of this Agreement. Notwithstanding the foregoing, each Party may disclose the other Party's Confidential Information solely as required to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that such Party first gives written notice to the other Party to enable the other Party to attempt to obtain a protective order. If a receiving Party is required to make a compelled disclosure, it shall use commercially reasonable efforts to ensure any such disclosed Confidential Information is afforded confidential treatment. Nothing in this Section 6 shall be required that a Party violate any applicable law (including any public records law applicable to such Party).

6.2. Remedy. Each Party agrees there is no adequate remedy at law for a breach of its obligations under Section 6, and therefore, upon such a breach or threat thereof, the other Party shall be entitled to equitable and injunctive relief from a court without the necessity of proving actual loss or posting a bond, in addition to whatever remedies such Party might have at law or in equity.

7. REPRESENTATIONS AND WARRANTIES.

7.1. Mutual. Each Party represents and warrants (a) that it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation or organization; and (b) that the execution and performance of this Agreement will not conflict with or violate any law applicable to such Party.

7.2. Whelen. Whelen represents and warrants that (a) it will use commercially reasonable efforts to prevent the transmission of any virus or malicious code through the Application Services; (b) as accessed and used in accordance herewith, the Application Services will perform substantially in accordance with the Application Documentation; and (c) the Support Services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards and practices for similar services.

7.3. Customer. Customer represents and warrants that (a) it has and will have all necessary licenses, approvals, authority and consents required to perform its obligations hereunder, to share the Customer Content with Whelen and permit Whelen to use and disclose the Customer Content, in each case, as contemplated herein, and (c) any such Customer Content does not and will not infringe the intellectual property, publicity, or privacy rights of any person and is not defamatory, obscene, or in violation of applicable laws, rules, regulations, orders.

8. DISCLAIMERS AND LIABILITY LIMITATIONS.

8.1. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 8, THE SERVICES AND APPLICATION DOCUMENTATION ARE PROVIDED "AS IS" AND "AS-AVAILABLE." WHELEN DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR

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IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, UPTIME, QUIET ENJOYMENT, SYSTEM INTEGRATION, AND/OR DATA ACCURACY. NO INFORMATION OR ADVICE GIVEN BY WHELEN OR ITS AUTHORIZED REPRESENTATIVES WILL CREATE A WARRANTY OR INCREASES WHELEN'S OBLIGATIONS HEREUNDER. WHELEN DOES NOT WARRANT THAT: THE APPLICATION SERVICES OR ANY OTHER SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, THE OPERATION OF THE APPLICATION SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR ALL ERRORS WILL BE CORRECTED. THE SERVICES MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. WHELEN, ITS VENDORS AND LICENSORS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR UNAUTHORIZED USERS MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE CUSTOMER CONTENT, DATA, OR CUSTOMER SYSTEMS. WHELEN IS NOT RESPONSIBLE FOR SUCH ACTIVITIES. CUSTOMER IS RESPONSIBLE FOR PRESERVING AND MAKING ADEQUATE BACKUPS OF ITS DATA AND CUSTOMER CONTENT.

8.2. Liability Limitation. EXCEPT WITH RESPECT TO CUSTOMER'S BREACH OF SECTION 2.1 AND EACH PARTY'S OBLIGATIONS IN SECTION 9, (A) NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) THE CUMULATIVE LIABILITY OF EACH PARTY FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION IN CONTRACT, TORT, OR STRICT LIABILITY, WILL NOT EXCEED \$10,000. THESE LIABILITY LIMITATIONS APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS HEREOF HAVE BEEN BREACHED OR PROVEN INEFFECTIVE OR THERE IS AN ADEQUATE REMEDY AVAILABLE.

8.3. Essential Basis of Agreement. The disclaimers and liability limitations set forth in this Section 8 form an essential basis of the agreement between the Parties, and absent such disclaimers and liability limitations, the Parties would not have entered this Agreement.

9. RESPONSIBILITY FOR CLAIMS.

9.1. Whelen. Whelen agrees to indemnify, defend, and hold harmless Customer from and against any and all losses, liabilities, costs (including reasonable attorneys' fees) or damages finally awarded by a court or agreed upon in settlement resulting from any third party claim (a) that Customer's licensed use of the Application Services and/or the Application Documentation in accordance with this Agreement infringes such third party's U.S. patents or infringes or misappropriates, as applicable, such third party's copyrights or trade secret rights under applicable laws of any jurisdiction within the U.S., or (b) arising out of Whelen's gross negligence or willful misconduct. Customer shall promptly notify Whelen in writing of a claim, cooperate with Whelen, and

allow Whelen sole authority to control the defense and settlement of such claim; provided Whelen will not settle any such claim against Customer without Customer's written consent, unless such settlement releases Customer from all liability with respect to such claim. Customer will have the right, at its option, to defend itself against any such claim or to participate in the defense thereof by counsel of its own choice at its own cost. If an infringement claim is made or appears possible, Whelen may, in its sole discretion, obtain adequate rights to enable Customer to continue to use the Application Services, or modify or replace any such infringing material to make it non-infringing. If Whelen determines that none of these alternatives is reasonably available, Customer shall, upon written request from Whelen, cease use of, and, if applicable, return, such materials as are the subject of the infringement claim. The indemnification for infringement provided hereunder shall not apply if the alleged infringement arises, in whole or in part, from (i) modification of the Application Services or the Application Documentation by Customer, (ii) combination, operation, or use of the Application Services with other software, hardware, or technology not provided by Whelen or explicitly contemplated by this Agreement, (iii) use of the Application Services not in accordance with the Application Documentation or this Agreement, or (iv) the Customer Content (any of the foregoing, a "**Customer Responsibility**"). THIS SECTION IS WHELEN'S, ITS LICENSORS AND SUPPLIERS SOLE AND EXCLUSIVE OBLIGATION AND LIABILITY WITH RESPECT TO ANY INFRINGEMENT CLAIM ARISING OUT OF OR RELATING TO THE SERVICES OR THIS AGREEMENT.

9.2. Customer. Except as prohibited by applicable law, Customer agrees to be responsible for the payment of claims resulting from (a) breach by it or its Authorized Users of any term or condition of this Agreement, (b) Customer's gross negligence or willful misconduct, (c) Whelen's use of the Customer Content as permitted herein, (d) use of the Application Services in Life Critical Applications, (e) personal injury or damage to Whelen property at Customer's location, or (f) a Customer Responsibility.

10. TERM AND TERMINATION.

10.1. Term. The term of this Agreement will commence on the Effective Date and, unless terminated earlier as set forth herein, remains in effect until the expiration of the last active Subscription Term (the "**Term**"). The Term may be extended or renewed by mutual written agreement of the Parties.

10.2. Termination for Breach. A Party may terminate this Agreement on written notice to the other Party, identifying such Party's breach of this Agreement. The breaching Party will have a right to cure for 30 days of receipt of such notice, and this Agreement will terminate if such cure is not made in such period.

10.3. Termination for Insolvency. A Party may terminate this Agreement upon written notice to the other Party, if the other Party: (a) becomes insolvent or unable to pay its debts when due; (b) files a petition in bankruptcy, reorganization or similar proceeding, or, if filed against, such petition is not removed within 90 days after such filing; (c) discontinues its business; or (d) is subject to the appointment of a receiver or an assignment for the benefit of creditors.

10.4. Additional Whelen Rights. Upon written notice to Customer, Whelen may suspend or terminate this Agreement, in whole or in part, with respect to the Application Services (or certain features thereof) if any Third Party Item or Whelen's right to use such Third Party Item, expires, is terminated, or is modified in any manner that, in Whelen's discretion, impairs Whelen's ability to provide such Application Services. Whelen reserves the right, in its reasonable discretion, to suspend Customer's access to any Application Services: (i) upon notice to Customer pursuant to Section 10.2; (ii) to prevent material damage or risk to, or degradation of, the Application Services; or (iii) to comply with

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any law, regulation, court order, or other governmental request. Any suspension of the Services will not result in the tolling or extension of the Term or a Subscription Term to account for the period of such suspension and Whelen will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of such suspension.

10.5. Effect of Termination. Upon any termination of this Agreement all active Subscription Terms shall automatically terminate and Customer will immediately discontinue all use of the Application Services and any Whelen Confidential Information. The termination of this Agreement will not release a Party from any liabilities or obligations hereunder which (a) the Parties have expressly agreed will survive any such termination; or (b) remain to be performed or by their nature would be applicable following any such termination. Without limiting the foregoing, Sections 1.1, 3, 6, 8, 9, 10.5, 11, and 12 will survive along with any Third Party Terms that by their nature survive termination of this Agreement.

11. DATA DELETION AND RETURN. Whelen shall delete Customer Content in its custody or control upon receipt of Customer's request via Whelen's Organization Data Deletion Form. If Customer does not submit an Organization Data Deletion Form, Whelen will delete Customer Content in accordance with Whelen's data retention policy. The Organization Data Deletion Form, once executed and returned by Whelen, is written certification of destruction designed to prevent retrieval or recreation of data according to Whelen's policies. Within 10 days of the Term, if Customer wishes for Customer Content to be returned, it shall notify Whelen in writing. Whelen will return any such Customer Content in a structured format reasonably agreed upon by the Parties within 60 days of receipt of such a request. Notwithstanding the foregoing, Whelen's deletion and return obligations exclude any Customer Content (a) that it is required to retain under applicable law, (b) reasonably related to any pending or reasonably likely legal claim or defense, (c) within its logs or archived on its back-up systems, or (d) that is aggregated or anonymized data. Such retained Customer Content may be subject to subpoenas or requests under the federal Freedom of Information Act or analogous state laws, and Whelen will reasonably assist Customer by providing the relevant retained Customer Content in accordance with Customer's reasonable instructions in order for Customer to respond to any such subpoena or request to the extent required by applicable law.

12. GENERAL TERMS.

12.1. Miscellaneous. This Agreement sets forth the entire agreement of the Parties with respect to the subject matter hereof and, supersedes all prior oral and written agreements and understandings of the Parties with respect to the subject matter hereof. It may not be amended or modified except in a writing duly executed by both Parties. No waiver hereunder will be valid or binding unless in writing and duly executed by the Party against whom enforcement of such waiver is sought. A delay by a Party in exercising any right hereunder will not be deemed a waiver thereof. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. This Agreement may be executed in any number of counterparts, including by electronic transmission, each of which

will be deemed an original and all of which together will constitute one agreement.

12.2. Independent Contractors. Customer and Whelen are independent contractors. Nothing contained herein will be construed or implied to create an agency, partnership or employer and employee relationship between them.

12.3. Notices. All notices will be in writing and will be sent by means of certified mail, postage prepaid, to each Part at the address in their respective signature block, or to such other address as a Party may give by written notice in accordance herewith.

12.4. Assignment; Third Party Beneficiaries. Customer shall not assign any of its rights or duties hereunder without Whelen's prior written consent, and any such assignment will be null, void and of no effect. The Services may be provided by Whelen's affiliates, agents, subcontractors, and vendors. Except as expressly set forth herein, this Agreement is intended solely for the benefit of the Parties, their successors and permitted assigns, and there are no third party beneficiaries hereunder.

12.5. Force Majeure. If a Party is unable to perform its obligations hereunder due to circumstances beyond such Party's reasonable control, such inability will not be a breach of this Agreement. The affected party will perform such obligation as soon as reasonably practicable after the termination of the circumstances causing such failure or delay.

12.6. Governing Law. This Agreement will be governed by and interpreted in accordance with (a) the laws of the state in which Customer is located, if Customer is a state, county, city, or local governmental authority, or (b) federal law, if Customer is an agency or instrumentality of the U.S. Government, in each case, without regard to conflicts of law principles thereof or to the United Nations Convention on the International Sale of Goods.

12.7. Publicity. Except as provided in this Section, neither Party will use the other Party's name or logo in any advertisement, news release, or other public communication without the written consent of the other Party.

12.8. U.S. Government End-Users. The Application Documentation and the software components that constitute the Application Services are "commercial computer software" as defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Application Services and Application Documentation with only those rights set forth therein.

12.9. USA Patriot Act Notice. The USA Patriot Act provides for the operator of a communication host and law enforcement to be able to monitor any content, upon request of the operator. Whelen will comply with its obligations, and avail itself of its rights, under the USA Patriot Act.

12.10. Export Compliance. Customer will not, directly or indirectly, export or permit use of any portion of the Application Services outside of the U.S. without prior government authorization to the extent required by applicable regulation.

12.11. Sovereign Immunity. Customer reserves sovereign immunity and retains all immunities and defenses available to it as a sovereign under applicable law. If Customer is not authorized to agree to certain terms hereof due to any constitutional or statutory limitations on the authority of Customer, such terms will not apply.

CONFIDENTIAL

The Parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

Customer	
Signature	
Name	Carl Bradley
Title	
Date	
Address:	

Whelen Engineering Company, Inc.	
Signature	
Name	
Title	
Date	
Address:	51 Winthrop Rd., Chester, CT 06412, Attn: CFO

CONFIDENTIAL

EXHIBIT 1
DEFINITIONS

- 1.1. “Access Protocols” means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, necessary for Customer to access the Application Services.
- 1.2. “Activation Date” means the date when Customer activates the Application Services.
- 1.3. “Application Documentation” means the user manuals, published specifications, online guides, and other materials related to the Application Services or Third Party Items provided to Customer by Whelen or a vendor of Third Party Items, as applicable.
- 1.4. “Application Services ” means either (i) Whelen Cloud Platform; or (ii) Whelen CORE+, a sub set of the Whelen Cloud Platform, each a cloud-based, software-as-a-service vehicle communication platform, as indicated on the Order Form.
- 1.5. “Authorized User” means any individual who is an employee, consultant, contractor, or agent of Customer and is authorized by Customer, to access and use the Application Services subject to the terms of this Agreement.
- 1.6. “Confidential Information” means all written or oral information, disclosed by either Party to the other, related to the business or operations of either Party or a third party that has been identified as confidential or proprietary or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential or proprietary, regardless of whether such information was disclosed intentionally or unintentionally or marked as “confidential” or “proprietary”, including, without limitation: (a) source and object code, prices, trade secrets, mask works, databases, hardware, software, designs and techniques, programs, engine protocols, models, displays and manuals, and the selection, coordination, and arrangement of the contents of such materials, and (b) any unpublished information concerning research activities and plans, customers, marketing or sales plans, sales forecasts or results of marketing efforts, pricing or pricing strategies, costs, operational techniques, strategic plans, and unpublished financial information, including information concerning revenues, profits, and profit margins. Confidential Information excludes any information that (i) is publicly available or in the public domain at the time disclosed, (ii) is or becomes publicly available or enters the public domain through no fault of the recipient, (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto, (iv) is already in the recipient’s possession free of any confidentiality obligations with respect thereto at the time of disclosure, (v) is independently developed by the recipient without reference to the Confidential Information of the discloser.
- 1.6. “Connected Equipment” means the equipment provided by Whelen or its authorized distributor or reseller which connects to and provides access to the Application Services.
- 1.7. “Customer Content” means all data, media, content, communications, and other information provided or made available by Customer through the Application Services, including vehicle identifiable data relating to Customer’s vehicles in which the Connected Equipment is installed. Customer Content does not include Sanitized Data derived from Customer Content or Customer’s use of the Services.
- 1.8. “Customer Systems” means Customer’s information technology infrastructure, including the computers, software, databases, electronic systems (including database management systems) and networks, of Customer or any of its designees.
- 1.9. “Field Solutions Engineer” means the individual assigned by Whelen as Customer’s primary contact for purposes of requesting and receiving Support Services.
- 1.10. “Intellectual Property Rights” means any and all now known or hereafter existing (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, and mask works, (b) trademarks and trade names, (c) trade secrets, (d) patents, designs, algorithms, and other industrial property rights, (e) other intellectual property and proprietary rights of every kind and nature, whether arising by operation of law, by contract or license, or otherwise, (f) any right to claim authorship of a work, any right to object to any distortion or other modification of a work, and any similar right, existing under any law, and (g) all registrations, applications, renewals, extensions, combinations, divisions, or reissues of the foregoing.
- 1.11. “Life Critical Application” means any device, application, system, or service where it is reasonably foreseeable that failure of the Application Services would cause death, bodily injury or catastrophic property damage.
- 1.11. “Order Form” means the document referencing this Agreement, pursuant to which Customer has purchased the Application Services or Connected Equipment that includes the Application Services from Whelen or a Whelen authorized reseller.
- 1.12. “Services” means the Application Services and Support Services provided under this Agreement.
- 1.13. “Subscription Term” means, with respect to each item of Connected Equipment, the period commencing on the sooner of either: (i) the Activation Date; or (ii) the date that is 90 days from Customer’s receipt of the Connected Equipment, and expiring on the date that is 5 years thereafter.
- 1.14. “Third Party Items” means third party data, products, and services made available to Customer through the Application Services, as may be changed from time to time by Whelen in its sole discretion.
- 1.15. “Third Party Terms” means the terms and conditions that govern use of Third Party Items.

CUSTOMER CERTIFICATION FOR MOBILE BROADBAND PRIORITY SERVICE

BACKGROUND

- A. City of Orange Beach (AL) (“Customer”) and Whelen Engineering Company, Inc. (“Whelen”) are parties to that certain Master Cloud Services Agreement, dated _____ (“Master Services Agreement”). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed to them in the Master Services Agreement.
- B. As part of the Application Services obtained by Customer pursuant to the Master Cloud Services Agreement, Customer desires to obtain Mobile Broadband Priority (“MBP”) Service.
- C. At all times during the Term, Customer’s receipt of MBP Service is conditioned upon Customer’s eligibility based on the criteria set forth herein. This Customer Certification for MBP Service (this “Customer Certification”) sets forth Customer’s certification regarding Customer’s eligibility to receive MBP Service.
- D. Upon execution hereof by Customer’s authorized representative, the terms set forth in this Customer Certification shall be deemed incorporated into the Master Services Agreement in their entirety and for so long as (i) Customer remains eligible to receive MBP Service and (ii) MBP Service is offered by Whelen, the Application Services will be deemed to include MBP Service.

CUSTOMER CERTIFICATION

1. Customer hereby represents, warrants and certifies that, as of the date hereof and at all times during the Term, Customer is and shall remain: (a) a federal, state or local governmental, regulatory or public sector department, agency, bureau or other authority, or a public education entity; and (b) classified pursuant to the North American Industry Classification System (“NAICS”) as one or more of the following industries (check all that apply):

☐ 485111 Mixed Mobile Transit Systems (Rail and Buses)	☐ 921150 American Indian and Alaska Native Tribal Governments
☐ 485112 Commuter Rail Systems	☐ 928110 National Security
☐ 621910 Ambulance Services	☐ 926120 Regulation and Administration of Transportation Programs
☐ 922110 Courts	☐ 926150 Regulation, Licensing, and Inspection of Misc. Commercial Sectors
☐ 922120 Police Protection	☐ 926130 Regulation and Administration of Comms, Electric, Gas, and Other Utilities
☐ 922130 Legal Counsel and Prosecution	☐ 921190 Other General Government Support
☐ 922140 Correctional Institutions	☐ 921110 Executive Offices
☐ 922150 Parole Offices and Probation Offices	
☐ 922160 Fire Protection	
☐ 922190 Other Justice, Public Order, and Safety Activities	
☐ 923120 Administration of Public Health Programs	

2. Customer shall notify Whelen promptly if at any time during the Term Customer is no longer (a) a federal, state or local governmental, regulatory or public sector department, agency, bureau or other authority, or a public education entity; and (b) classified pursuant to the NAICS as one or more of the foregoing industries.

3. Any breach by Customer of the representation, warranty and certification set forth in Section 1 above or failure of Customer to notify Whelen in accordance with Section 2 above (if applicable) shall constitute a material breach of the Master Cloud Services Agreement.

4. Customer acknowledges and agrees that Whelen may disclose Customer’s name and applicable NAICS code(s), and/or provide a copy of this Customer Certification to Whelen’s broadband services provider.

The Customer has caused its duly authorized representative to execute this Customer Certification as of the date set forth below.

Customer	
Signature	
Name	Carl Bradley
Title	
Date	



CITY OF ORANGE BEACH

To: Mayor and Council
From: Trent Johnson, Police Chief
Date: July 21, 2026
Subject: Resolution to approve Software use agreement with Whelen

ITEM DESCRIPTION:

Contract (use agreement) with Whelen Engineering Company, Inc. for patrol vehicle software.

BACKGROUND INFORMATION:

Whelen Engineering is the manufacturer of the equipment currently in use in our patrol vehicles. They have offered to allow us to have their new software added to our vehicles at no charge for a period of 5 years. The software will allow us to remotely program and control emergency lights and sirens as well as automatically synchronize among vehicles using geofence technology.

ACTION OPTIONS / RECOMMENDATION:

Request approval of the 5 year use agreement.

SOURCE OF FUNDING:

No cost

BUDGETED:

N/A

ATTACHMENTS:

Whelen Use agreement

DEPARTMENT:

Police

STAFF CONTACT:

Chief Johnson



**REGULAR COMMITTEE OF THE WHOLE MEETING
JULY 21, 2026**

Departments: Coastal Resources

Description of Topic: Resolution authorizing the execution of a professional services agreement with Adams Stewart Architect, LLC, for architectural services. (NW)

Background/Description: Professional Services Agreement with Adams Stewart Architects to establish an agreement with fees for working together in the future.

Action Options/Recommendation: Approve the resolution.

Source of Funding (if applicable): Individual projects will be approved by Council via a task order.

ATTACHMENTS:

1. 08-04-26 26-xxx Authorize Professional Services Agreement Adams Stewart Architects
2. 2026.07.17 Professional Services Agreement Adams Stewart Architects
3. 2026.07.21 Agenda Memo - Coastal Resources Adams Stewart Architects Professional Services Agreement

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH
ADAMS STEWART ARCHITECT, LLC
FOR ARCHITECTURAL SERVICES**

FINDINGS:

1. The City of Orange Beach and Adams Stewart Architect, LLC, have reached an agreement (attached Exhibit A) whereby Adams Stewart Architect, LLC, will provide architectural services for the City of Orange Beach.
2. The Agreement authorizes work to be assigned by one or more task orders approved from time to time by the City Council.
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.
4. The term of this agreement shall be for twenty-four (24) months from the date of adoption by the Orange Beach City Council.

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 Adams Stewart Architect, LLC, 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 4th DAY OF AUGUST, 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 August 4, 2026.

City Clerk

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT (hereinafter "Agreement") is made and entered into by and between the City of Orange Beach, an Alabama Municipal Corporation (hereinafter the "City"), and Adams Stewart Architect, LLC, (hereinafter "Contractor"), as follows:

1. Recitals

WHEREAS, the City desires to engage Contractor to provide architectural services for the purpose of developing city facilities;

WHEREAS, the Contractor is skilled in providing such services and is available and willing to perform such services on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, for and 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 hereby covenant and agree as follows:

2. Services to be Performed

- a) Contractor will provide architectural services and represent the City as requested as their Architectural Consultant on a variety of assigned projects.
- b) Each project will be assigned to Contractor in the form of a written Task Order describing the scope of work. A copy of this Agreement shall be attached to each Task Order.
- c) Contractor agrees to perform services that may include, but not be limited to, programming, planning, design, construction documents, construction administration, architectural consultation to the City as requested, and other services as requested and mutually agreed to between the Contractor and the City.
- d) The Contractor shall work with the City's engineer(s) or consultants assigned to the project.

3. Compensation

Fees for work completed and reimbursable expenses will be invoiced to the City on a monthly basis, based on the following hourly rate schedule. It is anticipated that hourly fees will apply to conceptual and programming work in order to establish definitive scope of work for a specific project (Task Order). Once a project scope is identified, it is anticipated that a lump-sum fee will be established based on a percentage of the estimated cost of construction attached hereto as "Exhibit A".

4. Term.

Unless terminated earlier in accordance with the termination provisions of this Agreement, the term of this Agreement shall commence upon its adoption by the Orange Beach City Council and shall continue thereafter for twenty-four (24) months.

5. Independent Contractor.

- a) Notwithstanding any of the provisions of this Agreement, it is agreed that the 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.
- 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.

6. Insurance.

- a) For the term of this Agreement, the Contractor shall acquire and maintain in full force and affect throughout the life of this agreement a policy or policies of insurance in coverages and amounts satisfactory to the City as evidenced by the certificate of insurance attached hereto as “Exhibit A”, with the City being named as an additional insured or certificate holder as the City may require.
- b) Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall be given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

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 consent shall be granted or denied solely at City's discretion.

8. Compliance with Law.

- a) 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. Contractor further agrees to comply with all rules, regulations, policies, and City ordinances of the City of Orange Beach.
- b) Contractor hereby agrees to comply strictly with all federal laws and meets the requirements of 2 C.F.R. Part 200, including 2 C.F.R. § 200.327 and Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards attached hereto as “Exhibit B”

9. Termination.

This Agreement may be terminated by either party for any reason upon thirty (30) days’ notice of the intent to terminate. Upon termination, Contractor shall be paid *pro rata* for all services actually rendered up to the effective date of termination. This Agreement may be terminated immediately by the City upon failure of the required background check or drug testing, as set out in paragraph 15, below or upon breach of any term hereof by Contractor. Failure to terminate this contract upon discovery of breach shall not constitute consent thereto nor waive the City’s right to terminate this contract therefore.

10. 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.

11. Modifications.

Any alterations, variations, modifications or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, approved by the City Council, and signed by the duly authorized representatives of both parties.

12. Severability.

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid or unenforceable, by a Court decision, statute or rule, such rendering shall not affect the remainder of this Agreement. This section shall survive termination of the agreement.

13. 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 shall be Baldwin County, Alabama.

14. Permits, 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.

15. Background Check and Drug Testing.

Contractor consents to the City of Orange Beach and/or its agents to conduct a background check and drug testing in order for Contractor to provide services as set out herein. Contractor shall provide all required information to the City to conduct the background check and drug testing including, but not limited to, full name (maiden name), any alias, physical address, date of birth, social security number, driver's license state and number. Contractor specifically consents to drug test at the request of City at any time and understands that illegal drug use is specifically prohibited.

16. Indemnification.

Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees (hereinafter collectively referred to and included in the use of the word "City") whole and harmless from all costs, liabilities and claims for damages of any kind arising in any way out of the acts, errors or omissions of the contractor in performance of this Agreement and/or the activities of the Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising from Contractor's activities under this Agreement, Contractor agrees to indemnify and hold the City harmless from all costs, including attorneys' fees and expenses, associated with same. This indemnification extends only to third party claims and actions filed against the City as a result of actions by the Contractor under this Agreement. This duty shall survive the termination of this contract.

17. Confidentiality.

Contractor (including its employees, agents, subcontractors) acknowledges that all confidential or protected business and/or 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:

Copy to:

City Clerk
P.O. Box 458
Orange Beach, AL 36561

City Attorney
P.O. Box 458
Orange Beach, AL 36561

And to Contractor:

Adams Stewart Architects
P.O. Box 529
Robertsdale, AL 36567

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the _____ day of _____, 2026.

CITY OF ORANGE BEACH, A Municipal Corporation

By: _____
Mayor Tony Kennon

ATTEST:

Renee Eberly, City Clerk

ARCHITECT:

Adams Stewart Architect, LLC

By: _____
Todd F. Stewart

Its: Member

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, a 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 this the _____ day of _____, 2026.

(SEAL)

Notary Public
State of Alabama At-Large
My Commission Expires: _____

STATE OF ALABAMA
COUNTY OF _____

I, the undersigned Notary Public, in and for said county in said state, hereby certify that Todd F. Stewart, whose name as Member of Adams Stewart Architect, LLC, an Alabama Limited Liability Company, 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 agreement, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and seal this the _____ day of _____, 2026.

(SEAL)

Notary Public
State of Alabama At-Large
My Commission Expires: _____

EXHIBIT A

Adams Stewart Architects, LLC 2026 - Hourly Rate Schedule

The following rate schedule shall apply to hourly work performed during conceptual design, grant application assistance and/or schematic design.

Adams Stewart Architects, LLC

Principal Architect	\$375.00/hr.
Project Architect	\$250.00/hr.
Project Manager	\$250.00/hr.
Intern Architect	\$140.00/hr.
Draftsman/Technician	\$105.00/hr.
Interior Designer	\$150.00/hr.
Rendering Artist	\$90.00/hr.
Administrative Assistant	\$50.00/hr.

Please note that these rates exclude reimbursable expenses that may be incurred. Normal reimbursable expenses are further described in the Owner Architect Agreement (AIA B151) but in general, these items include travel expenses, postage, etc.

EXHIBIT "B"

ADDITIONAL FEDERAL CONTRACT PROVISIONS

A. FEDERAL GRANT FUNDING

This procurement may be funded in whole or part with federal grant funds.

B. LOCAL VENDOR PREFERENCE

No local vendor preference will be considered or granted in evaluating bids which are funded in whole or part by federal grant awards.

C. NON-DEBARMENT CERTIFICATION

Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. I Subpart 9.4.

D. REMEDY FOR NON-PERFORMANCE / TERMINATION OF CONTRACT

1. Immediate Termination

This bid award is subject to the appropriation and availability of City funding. The bid award will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted, or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the bid award for any one or more of the following reasons effective immediately without advance notice:

- a. In the event the bidder or bid awardee ("Contractor") is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;
- b. The City determines that the actions, or failure to act, of the Contractor, its agents, employees, or subcontractors have caused, or reasonably could cause, life, health, or safety to be jeopardized; and/or
- c. The City determines that the Contractor furnished any statement, representation, or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect, or incomplete.

2. Termination for Cause

The occurrence of any one or more of the following events shall constitute cause for the City to declare the Contractor in default of its obligation under the bid award:

3. Notice of Default

If there is a default event caused by the Contractor, the City shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the City may:

- a. Immediately terminate the bid award without additional written notice;
- b. Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting Contractor; and/or
- c. Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.

4. Termination upon Notice

Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

5. Payment Limitation in Event of Termination

In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the Contractor for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the City in the event of termination.

6. Owner May Terminate for Convenience

Upon seven days written notice to the Contractor, the City may, without cause and without prejudice to any other right or remedy of the City, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

- a. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
- b. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
- c. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal; and
- d. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

7. Termination Duties

Upon receipt of notice of termination or upon request of the City, the Contractor shall:

- a. Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;
- b. Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the Contractor;
- c. Comply with the City's instructions for the timely transfer of any active files and work product by the Contractor under the bid award;
- d. Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and
- e. Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the Contractor.

E. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

1. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination.
2. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:
 - Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising;
 - Layoff or termination;
 - Rates of pay or other forms of compensation; and

- Selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- d. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Contractor will include the provisions of paragraphs A through H in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

F. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Contractor will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

G. CLEAN AIR ACT / FEDERAL WATER POLLUTION CONTROL ACT

Contractor will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251– 1387), as amended. (Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.) Bidder certifies that none of the facilities it uses to produce goods provided under the contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Contractor will immediately notify the City of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

H. DAVIS-BACON ACT

Contractor will comply with the Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”) and 29 CFR 5.5(a)(1)-(10) into all applicable contracts and subcontracts.

I. COPELAND “ANTI-KICKBACK” ACT

The Contractor will comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair.)

J. ANTI-LOBBYING CERTIFICATION

1. 2 CFR 200 - Appendix II, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards" is hereby incorporated by reference into this certification.
2. The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:
 - a. No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
 - b. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer;
 - c. Contractor will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly; and
 - d. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by Section 1352, Title 31, United States Code. Any person making expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K. BEASON-HAMMON CLAUSE

By signing this contract, grant, or other agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

L. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701– 3708), where applicable. (Contracts in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5)).

M. ENERGY POLICY AND CONSERVATION ACT

If applicable, the Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

N. DEBARMENT AND SUSPENSION

All contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

O. BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) as follows:

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

P. PROCUREMENT OF RECOVERED MATERIALS

All contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Q. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

1. *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.
2. *Prohibitions.*
 - a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - b. Unless an exception in paragraph 3 of this clause applies, the contractor and its subcontractors

may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- 1) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- 2) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- 3) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- 4) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

3. *Exceptions.*

- a. This clause does not prohibit contractors from providing—
 - 1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - 2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- b. By necessary implication and regulation, the prohibitions also do not apply to:
 - 1) Covered telecommunications equipment or services that:
 - a) Are *not used* as a substantial or essential component of any system; and
 - b) Are *not used* as critical technology of any system.
 - 2) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

4. *Reporting requirement.*

- a. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph 4b of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- b. The Contractor shall report the following information pursuant to paragraph 4a of this clause:
 - 1) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - 2) Within 10 business days of submitting the information in paragraph 4b-2 of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

5. *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph 5, in all subcontracts and other contractual instruments.”

R. DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

S. REQUIREMENTS

All contractors are required to comply with all federal laws, regulations, and executive orders.



CITY OF ORANGE BEACH

To: Mayor and Council
From: Nicole Woerner, Coastal Resources Assistant Director
Date: July 15, 2026
Subject: PSA- Adams Stewart Architects

ITEM DESCRIPTION:

Resolution authorizing the execution of a professional services agreement with Adams Stewart Architect, LLC, for architectural services.

BACKGROUND INFORMATION:

The Professional Services Agreement with Adams Stewart Architects is to establish an agreement with fees for working together. All projects will be approved by Council via a Task Order.

ACTION OPTIONS / RECOMMENDATION:

Approve the resolution.

SOURCE OF FUNDING:

Budgeted projects.

BUDGETED:

Yes

ATTACHMENTS:

None.

DEPARTMENT:

Coastal Resources

STAFF CONTACT:

Nicole Woerner



**REGULAR COMMITTEE OF THE WHOLE MEETING
JULY 21, 2026**

Departments: Coastal Resources

Description of Topic: Resolution authorizing the execution of a task order with Adams Stewart Architect, LLC, to provide architectural design and engineering services for a Hurricane Safe Room for First Responders in an amount not to exceed \$306,000. (NW)

Background/Description: The City issued a Request for Proposals (RFP) for FEMA Safe Room Design Services in connection with the Hazard Mitigation Grant Project. Following a comprehensive evaluation, the proposal review committee determined that Adams Stewart Architect, LLC achieved the highest aggregate score, consistent with the criteria established in the RFP

Action Options/Recommendation: Approve task order.

Source of Funding (if applicable): Budgeted.

ATTACHMENTS:

1. 08-04-26 26-xxx Authorize Task Order Adams Stewart Architects FEMA Safe Room
2. 2026.07.13 Task Order Adams Stewart Architects FEMA Safe Room
3. 2026.07.21 Agenda Memo - Coastal Resources Adams Stewart Architects Task Order Safe Room

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
TASK ORDER WITH ADAMS STEWART ARCHITECT, LLC
TO PROVIDE ARCHITECTURAL DESIGN AND ENGINEERING SERVICES FOR
A HURRICANE SAFE ROOM FOR FIRST RESPONDERS
IN AN AMOUNT NOT TO EXCEED \$306,000**

FINDINGS:

1. The Orange Beach City Council, by Resolution No. 26-xxx adopted August 4, 2026, approved a contract with Adams Stewart Architect, LLC, to perform certain architectural services (“the Contract”).
2. The Contract authorized work to be assigned by one or more task orders approved from time to time by the City Council.
3. The City’s Grants Manager has submitted a task order (attached Exhibit A) for Council approval.
4. The proposed Task Order requires Adams Stewart Architect, LLC, to provide architectural design and engineering services for a hurricane safe room for first responders.
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 Task Order as presented to Council between the City of Orange Beach and Adams Stewart Architect, LLC, 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 \$306,000.00 to Adams Stewart Architect, LLC, to complete the Task Order as presented; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 4th DAY OF AUGUST, 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 August 4, 2026.

City Clerk



Architecture, Planning
Interiors, Construction Administration

P.O. Box 529
Robertsdale, Alabama 36567

Phone | 251.947.3864
adamsstewart.com

July 13, 2026

City of Orange Beach
c/o Mrs. Nicole Woerner
Deputy Director/Coastal Resources
PO Box 458
Orange Beach, AL 36561

Re: **TASK ORDER: Professional Services, Orange Beach First Responders Hurricane Safe Room**

Project Scope:

The project includes the design and construction administration of a FEMA Rated/ICC 500 Compliant First Responder's Hurricane Safe Room. The project site is located along Russian Road on property owned by the City of Orange Beach. The schematic Design will be based on FEMA Approved Grant Documents. Adams Stewart Architects, LLC will provide Professional Services to complete the design for purposes of bidding and construction of the project.

The Scope will include the following Services:

DESIGN PHASE

- Architectural Design
- Structural Engineering
- Mechanical and Electrical Engineering
- Civil Engineering and Design
- Bidding/Negotiating of the Contract for Construction

CONSTRUCTION PHASE

- Contract Administration
- Shop Drawing Review
- Pay Application Processing
- FEMA Management of Pay Applications
- Project Closeout

Design Fees:

Our fees are developed using the Alabama Division of Construction Management's standard fee rate schedule as a guide for this building/project type and overall project budget. The final fee will be adjusted to final construction cost for the project.

Estimated Construction Cost: **\$4,500,000.00**

Professional Services Fee Structure: Estimated Building Cost \$4,500,000.00, Group III Project 6.4% of Construction Cost Based on State of Alabama DCM Fee Schedule.

Schematic Design	10%=	\$28,800.00
Design Development	15%=	\$43,200.00
Construction Documents	55%=	\$158,400.00
Bidding and Negotiation	5%=	\$14,400.00

Construction Administration	15%=	\$43,200.00
	100%	\$288,000.00
FEMA Processing Fees		\$18,000.00 (Not to Exceed)
Total Fee for our Services		\$306,000.00

Other Services Not Included

- Geotechnical Explorations
- Materials testing
- Site Survey (Boundary, Topo, Utilities etc.)
- Environmental Studies
- Archaeological Studies

Should you need any of these services mentioned above, we can provide them through our services or make recommendations as needed.

Additional services not specifically listed can be performed as hourly services or as mutually agreed if needed. See attached Exhibit A for Hourly Rates.

Respectfully submitted,



Todd F. Stewart, AIA/NCARB
Adams Stewart Architects, LLC

Agreed and accepted by:

Accepted:

Date:

Print Name

Title:

EXHIBIT A

Adams Stewart Architects, LLC 2026 - Hourly Rate Schedule

The following rate schedule shall apply to hourly work performed during conceptual design, grant application assistance and/or schematic design.

Adams Stewart Architects, LLC

Principal Architect	\$375.00/hr.
Project Architect	\$250.00/hr.
Project Manager	\$250.00/hr.
Intern Architect	\$140.00/hr.
Draftsman/Technician	\$105.00/hr.
Interior Designer	\$150.00/hr.
Rendering Artist	\$90.00/hr.
Administrative Assistant	\$50.00/hr.

Please note that these rates exclude reimbursable expenses that may be incurred. Normal reimbursable expenses are further described in the Owner Architect Agreement (AIA B151) but in general, these items include travel expenses, postage, etc.



CITY OF ORANGE BEACH

To: Mayor and Council
From: Nicole Woerner, Coastal Resources Assistant Director
Date: July 15, 2026
Subject: Task Order- Adams Stewart Architects

ITEM DESCRIPTION:

Resolution authorizing the execution of a task order with Adams Stewart Architect, LLC, to provide architectural, design, and engineering services for the First Responder's Hurricane Safe Room in an amount not to exceed \$306,000.

BACKGROUND INFORMATION:

The City issued a Request for Proposals (RFP) for FEMA Safe Room Design Services in connection with the Hazard Mitigation Grant Project. Following a comprehensive evaluation, the proposal review committee determined that Adams Stewart Architect, LLC achieved the highest aggregate score, consistent with the criteria established in the RFP.

The attached task order includes the not to exceed amount of \$306,000. These funds are 90% reimbursable by FEMA.

ACTION OPTIONS / RECOMMENDATION:

Approve the resolution.

SOURCE OF FUNDING:

HAZARD MITIGATION SAFE ROOM 100-54000-100-GF0004

BUDGETED:

Yes

ATTACHMENTS:

Task Order

DEPARTMENT:

Coastal Resources

STAFF CONTACT:

Nicole Woerner



**REGULAR COMMITTEE OF THE WHOLE MEETING
JULY 21, 2026**

Departments: City Clerk

Description of Topic: Resolution reappointing Bill Brett to the Gulf Shores and Orange Beach Tourism Board of Directors. (RE)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 08-04-26 26-xxx Appoint CVB GSOB Tourism Board of Directors Brett
2. 2026.07.09 Letter from GSOBT - Reappointment Request Brett

RESOLUTION NO. 26-xxx

**A RESOLUTION REAPPOINTING BILL BRETT TO THE
GULF SHORES AND ORANGE BEACH TOURISM BOARD OF DIRECTORS**

FINDINGS:

1. The term of Gulf Shores and Orange Beach Tourism Board of Directors member Bill Brett is set to expire.
2. The Alabama Gulf Coast Convention and Visitors Bureau (“Gulf Shores and Orange Beach Tourism”) Board of Directors has requested the reappointment of Bill Brett.
3. City Council has determined that it is in the best interest of the City of Orange Beach to reappoint Bill Brett for an additional term.

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

1. That Bill Brett is hereby reappointed to serve as a member of the Gulf Shores and Orange Beach Tourism Board of Directors for a four-year term which ends September 2030;
2. That it be reaffirmed that the following persons have been appointed to the Gulf Shores and Orange Beach Tourism Board of Directors for the terms set out below:

Susan Boggs, term ending September 2027

Tony Kennon, term ending September 2028

Penny Groux, term ending September 2029

Bill Brett, term ending September 2030

3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 4th DAY OF AUGUST, 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 August 4, 2026.

City Clerk



July 8, 2026

City Council Members
City of Orange Beach
4099 Orange Beach Blvd.
Orange Beach, Alabama 36561

RE: Alabama Gulf Coast Convention and Visitors Bureau Board of Directors Term of Service

Dear Council Members:

The term of Bill Brett on our Board of Directors will expire in September of this year. He has represented the City of Orange Beach as an accommodations partner since 1999. He has graciously agreed to serve another 4-year term. As such, we are kindly requesting his reappointment to this position.

Bill is an excellent example of the leadership crucial to guiding our area's destination marketing efforts. The Board would be very pleased to have his continued assistance in accomplishing the CVB's vision for the area.

Your consideration in this matter is greatly appreciated.

Best regards,

Glen Kaiser
Chairman, CVB Board of Directors



**REGULAR COMMITTEE OF THE WHOLE MEETING
JULY 21, 2026**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of a participation agreement with the Municipal Workers Compensation Fund, Inc. (MB/MC)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 08-04-26 26-xxx Authorize Participation Agreement MWCF Municipal Workers Compensation Fund
2. 2026.07.17 Participation Agreement MWCF Municipal Workers Compensation Fund

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
PARTICIPATION AGREEMENT WITH THE
MUNICIPAL WORKERS COMPENSATION FUND, INC.**

FINDINGS:

1. The City of Orange Beach desires to continue participation in the Municipal Workers Compensation Fund, Inc., for the purpose of being insured for workers compensation risk.
2. After having reviewed the attached Agreement, the City Council has determined that the provisions are in the best interests 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 the City Clerk to execute and attest, respectively, the Participation Agreement between the City of Orange Beach and the Municipal Workers Compensation Fund, Inc., as an act for and on behalf of the City of Orange Beach subject to final review by the City Attorney; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 4th DAY OF AUGUST, 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 August 4, 2026.

City Clerk



STATE OF ALABAMA }
 }
COUNTY OF MONTGOMERY }

PARTICIPATION AGREEMENT

THIS PARTICIPATION AGREEMENT (“Agreement”) is entered into by and between MUNICIPAL WORKERS COMPENSATION FUND, INC., hereafter referred to as “Fund” and the undersigned of the State of Alabama, hereafter referred to as “Member ” for the purposes of providing statutory benefits prescribed by the Alabama Workers’ Compensation Law for Employees of such Member.

WITNESSETH:

WHEREAS, the undersigned desires to become one of the Members of a Self-Insurance Group Fund. The conditions of Membership agreed upon by and between the parties are as follows:

1. DEFINITIONS

- A. Alabama Workers’ Compensation Law – The Alabama Workers’ Compensation Act (Title 25, Chapter 5 of the Alabama Code, 1975 or any amendments or successor provisions thereto) but not including §25-5-11, or §25-5-11.1, and any and all rules and regulations thereunder, including rules and regulations of the Department as in effect from time to time.
- B. By-Laws- The document approved by the Board which governs the operation and administration of the Fund, as amended from time to time.
- C. Claim – A report of injury or illness which may give rise to payment of workers’ compensation benefits pursuant to the Alabama Workers’ Compensation Law.
- D. Loss – Loss shall mean actual payments, less recoveries, legally made by the Member to Employees and their dependents in satisfaction of: (a) statutory benefits, (b) settlement of suits and claims, (c) awards and judgments. Loss shall also include Claim Expenses paid by the Employer or on its behalf. The term loss shall not include the items specifically excluded in “Exclusions from Loss.”
- E. Claims Expenses – Claims expenses shall mean court costs, interest upon awards and judgments and the reasonable allocated costs of investigation, adjustment, defense, and appeal, including pension or appeal bond costs provided that the prosecution of such appeal and/or the posting of such pension or appeal bond is approved by the Fund or claims servicing company of claims, suits, or proceedings brought against Member under the Workers’ Compensation or any other costs and expenses pursuant to industry



standard. Separate insurance coverage for claims under Alabama's Employer's Liability Act is provided through the Fund's excess insurance carrier up to the specified limits.

- F. Exclusions from Loss – Exclusions from loss shall refer to the following amounts paid by the Member and specifically excluded from the term Loss:
- a. Salaries, wages, and remuneration provided to Employees.
 - b. Fees to the Member's claims service company and/or cost of self-administration of claims;
 - c. Fines or penalties assessed against Member for any violation by Member, or its representative(s), of any statute or regulation, unless the fines and penalties result from a reasonable dispute as to Workers' Compensation benefits owed by Member;
 - d. Assessments and taxes made upon Member of the Fund whether imposed by statute, regulation, or otherwise;
 - e. Any amounts required to be paid by the Member because of:
 1. Serious and willful misconduct of Member, including intentional torts and intentional acts or omissions resulting in injury, acts, or omissions taken with reckless disregard of the possible occurrence of an injury or acts or omissions taken that are substantially certain to result in injury, regardless of whether or not said actions may be classified in the State(s) as intentional torts,
 2. Coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any Employee and/or related personal practices, policies, acts or omissions by the Member,
 3. Knowingly employing an Employee in violation of law,
 4. Rejection by Member of any Workers' Compensation law,
 5. Failure to comply with any health, safety, or notification law or regulation,
 - f. Loss voluntarily assumed by the Member under any contract or agreement, whether express or implied; and,
 - g. Loss for which the Member carries other workers' compensation coverage.
- G. Employee Entitled to Benefits – An employee meeting the requirements and definitions of the Alabama Workers' Compensation Law, and whose employment status and wages have been reported to the Fund at the time of the inception of the agreement, and each successive quarter and/or any unemployment compensation forms, or other reporting methods as may be required by the Fund.
- H. Department – State of Alabama Department of Workforce.



- I. Director – Director of the State of Alabama Department of Workforce.
- J. Initial Enrollment – Initial calendar year, or any remaining part thereof
- K. Claims Servicing Organization – A Claims Servicing Organization approved by the Fund Board and serving as the Fund's Claims Servicing Organization pursuant to a contract between the Fund and such Claims Servicing Organization
- L. Trustees – The Members of the Board

2. TERMS OF THIS AGREEMENT

The initial term of the contract shall commence on February 1, 2027, and shall continue in force from said date until February 1, 2028, and annually thereafter until terminated. Either party may terminate participation in this Fund by giving a 30-day notice from the date of requested termination. However, the Fund has the right to cancel for non-payment of premiums and notice of said cancellation may be given to the Member with 10- days written notice, plus reasonable time for mailing unless participation is cancelled flat in the first 30 days of participation by the Member.

3. APPOINTMENT OF AGENCY

Member agrees to appoint the Fund and/or its authorized designees, to act as the Member's agents-in-fact in all matters related to Alabama Workers' Compensation Law.

4. ANNUAL ESTIMATED PAYROLL

An annual estimated payroll, by payroll classifications, will be furnished by the Member to the Fund. It is understood that this is an estimate that shall be auditable and adjustable at the end of each premium year to reflect the actual payroll of the books of the Member.

5. CONTRIBUTIONS

Member agrees to pay the Fund an Annual Contribution as established by the Board and approved by the Alabama Department of Workforce. The Fund agrees to use, as a guide, a workers' compensation rating plan as prescribed by a rating bureau to calculate and furnish each Member with individual experience modification ratings, if earned, in accordance with the provisions of the experience modification rating plan.

The Member agrees to pay premiums, in advance, for the initial coverage period commencing on the date of this agreement and thereafter, annually, on February 1st of each year. It is understood and agreed by the Member that there may be rate adjustments, as required, because of increased benefit levels mandated by amendments to the Alabama Workers' Compensation Law and published by a rating bureau.



6. PAYROLL AUDIT

The Fund reserves the right to audit the payroll records of any Member. The estimated premium for the Member shall be based upon payroll estimate and shall be payable as provided for in Section 4, above. At the end of the year, there will be submitted by the Member, actual payrolls reflected by the books of the Member and any additional amounts payable to the Fund, based upon the actual payroll, shall be paid and any lesser amounts payable shall be adjusted by refund to the Member. Upon completion of an audit and presentation to the Member, Member has one (1) year to appeal or contest audit findings. No appeal or contest may be made after one (1) year from the presentation of the audit.

7. EXCESS INSURANCE

The Fund hereby agrees to maintain excess insurance coverage for statutory workers' compensation benefits.

8. NO JOINT AND SEVERAL LIABILITY

It is agreed that the Member shall have no joint or several liability with other Members of the Fund; except that the total sum of premiums over and above fixed costs paid by all Member's shall be available for payment of Workers' Compensation claims of all Members.

9. DIVIDENDS/ELIGIBILITY

In Compliance with the Alabama Department of Workforce rules and/or regulations, any surplus to the Fund may be available for dividend credit to future premiums, or as a Fund reserve as determined and declared by the Fund's Board of Directors. To qualify for a Dividend, Member must be in the Fund for three (3) full, consecutive fund years. If Member leaves the Fund and later reenters, Member will be eligible for a Dividend only after another three (3) full, consecutive fund years within the Fund.

10. SERVICE ORGANIZATION

The Fund shall enter into a contract with a Claims Servicing Organization to service its Members with respect to claims adjusting and any other services which may be agreed to between the Claims Servicing Organization and Fund.

11. CLAIMS

- a. Administration: The Fund, through its designated Claims Servicing Organization or other designee, agrees to administer, process, investigate, and pay any and all



claims legally required to be paid by the Member under Alabama's Workers' Compensation Laws (except as otherwise stated herein), after immediate notice of injury has been given. Any penalty collectible because of untimely notice shall be borne by the Member. The Fund, through its designated Claims Servicing Organization or other designee shall also prepare all required forms, provide a defense if required, carry on all negotiations with the injured employee or his/her attorney, negotiate settlements, or otherwise adjust and dispose of any such claims. Claims Servicing Organization or other designee will retain and supervise legal counsel on behalf of the Fund and/or Member necessary for the prosecution or defense of any litigation. Services performed by the Claims Servicing Organization or other designee shall be performed where appropriate for and on behalf of Member and/or Fund.

- b. Denials: The Claims Servicing Organization may, in its sole discretion, refuse to accept the claim as covered under this agreement for workers' compensation benefits.
- c. Costs: All Claims Expenses and costs are allocated back to the individual claim file pursuant to industry standards.
- d. Subrogation: If there is a recovery from a third party, the amount recovered will be allocated back to the individual claim file, pursuant to Section 15, below.
- e. Personal Appearance: If a personal appearance by an employee or other representative of the Member is necessary in any dispute for depositions, trial, or any other purpose, the expense of such shall be paid by the Member.
- f. No Payment for Voluntary Payments or Assumption of Obligations without Consent of Fund through its Claims Servicing Organization:
 - i. Under no circumstances will the Fund be responsible for any voluntary payment, assumption of obligation, admission of liability, or expense committed to or incurred by Member without the consent of the Claims Servicing Organization.
 - ii. Member agrees that the Fund shall not be liable for any claim for which the Member is obligated to pay damages because of any such claim acceptance, voluntary settlement, commutation or payment, or other assumption of liability, by the Member with regard to such claim.
- g. No Obligations for Claims Denial by Member: Member agrees it will not dispute, deny, or make claims decisions of any manner regarding any claims made while it participates in Fund. Fund will not be liable for any claims made for which Member has disputed or denied claims.



12. NONPAYMENT

In the event the Member fails or refuses to make payments of premiums, as provided for above, the Fund reserves the right to terminate such Member by giving ten (10) days written notice. Upon such termination, the Member agrees to pay any and all premiums that are owed, pro-rata, for the period preceding termination hereunder and shall not be entitled to any part of the surplus distribution which has not been declared prior to the date of termination.

13. MEMBER COOPERATION IN CLAIMS AND/OR LITIGATION

The Member agrees that it has an ongoing obligation to report, notify, and cooperate with the Fund or its Claims Servicing Organization regarding any claims and/or litigation and to undertake any other obligation set forth within this agreement or as required by law. The Member understands that its obligations to report, notify, cooperate, or undertake any other obligation set forth herein or as required by law includes a duty of its supervisory staff or others in positions of leadership.

The Member agrees the Fund may bring suits or defend suits in controversies involving Member and/or Member's employees, under the Workers' Compensation Laws (except as otherwise provided herein) and said matters may be defended in the name of the Member by counsel selected by the Claims Servicing Organization. Member agrees to fully cooperate by supplying any information necessary to prosecute or defend such action. The Member agrees it will assist the Fund or Claims Servicing Organization upon the Fund's or Claims Servicing Organization's request, in the enforcement of any right against any person or organization which may be liable to the Member, covered employee/individual and/or the Fund because of injury or damage to which this Agreement may apply. Cooperation or acquiescence on the part of the Member with any person or organization, or representatives of such, which diminishes or tends to diminish the rights or defenses available to the Fund, shall be deemed non-cooperation.

14. NON-COVERED CLAIMS

The Fund will pay any and all claims which the Member must pay under the Alabama Workers Compensation Laws except as provided herein

- a. **VOLUNTEER FIREMEN AND AUXILIARY POLICEMEN:** The Fund will pay only medical benefits on behalf of a Member's volunteer firemen and/or auxiliary policemen provided the Member has supplied to the Fund, or its designee, a certified roster of the volunteer firemen and/or auxiliary policemen for said Member and paid the premium associated with the Member's volunteer firemen and auxiliary policemen's rosters. Certified rosters are to be provided at least twice per



year, or as changes occur to the active roster. This coverage is only for those volunteer firemen and auxiliary policemen working on behalf of a covered Member who has elected this optional coverage. Notwithstanding the above, there exists no coverage for any other type of volunteers.

- b. **MOONLIGHTING:** The Fund will neither pay any claim nor defend any claim made by a Member's employee who, at the time of the accident, was not working for the Member and who was working for another employer performing substantially similar services or any other services for the other employer.
- c. **INMATES:** The Fund will neither pay any claim nor defend any claim made by inmates, work-release employees of either the city, county, state, or any other organization of any nature.
- d. **OTHER:**
 - i. The Fund has absolutely no obligation whatsoever to defend or pay any claims made between co-employees of Member. Other matters that the Fund will neither defend nor pay for include but are not limited to the following claims: retaliatory discharge, American with Disabilities Act, intentional acts, or claims under Alabama Code §25-5-11, Alabama Code §25-5-11.1, The United States Longshoreman and Harbor Workers' Act, The Jones Act, Federal Employers Liability Act, The Alabama Employers Liability Act §25-6-1, et seq., or any amendments or successor laws' provisions to any of the aforementioned claims, or for any other local, state, or federal statute, regulation, rule, program, common law, or any other claim of any kind, other than claims specifically set forth herein and made under Alabama Workers' Compensation Law, whether such claims are asserted independently, or as a part of a suit involving claims under the workers' compensation law of Alabama.
 - ii. The obligations of the Fund under this agreement do not include payment of punitive or exemplary damages, or any other damages not imposed by the Alabama Workers' Compensation Laws.
 - iii. The Fund owes no benefits, defenses, or indemnity for claims made in which no premium was collected.
 - iv. Any defenses or indemnity under the Alabama Employers Liability Act is provided outside of this Participation Agreement and is only covered through a separate policy purchased by the Fund on Member's behalf.



15. NOTICE OF EVENT

Member agrees to immediately report in writing, and in no event later than three (3) days after Member has received notice from the any source, whether such notice is written or oral, to the Claims Servicing Organization all claims and all incidents which may give rise to a claim, regardless of severity, and on such forms, as may be prescribed by the Fund or the Claims Servicing Organization.

16. NOTICE OF LEGAL ACTION

In addition, Member agrees to immediately report in writing (in no event later than three (3) days after the Member has received notice) to the Claims Servicing Organization all legal notices to the Member, and all lawsuits against the Member relating to claims and potential claims, and further, to immediately send in writing (in no event later than three (3) days after Member has received notice) to the Claims Servicing Organization, copies of any and all demands, notices, summons, legal papers, letter of representation from an attorney, or any other correspondence which relates to or may relate to claims.

17. LACK OF NOTICE OF LEGAL ACTION

If a Member is put on notice of legal action taken by anyone against the Member and the Member does not put the designated Claims Servicing Organization on notice of the legal action by delivering a copy of any legal documents pertaining to the legal action to said representative within three (3) days of such notice of legal action, Claims Servicing Organization in its sole discretion, may refuse to defend or indemnify said claim under this agreement for workers' compensation benefits to said legal action.

18. OUT-OF-STATE/OUT OF COUNTRY EMPLOYEES; EMPLOYEES WHO MAKE A CLAIM IN ANOTHER STATE.

The Fund shall not be liable for workers' compensation defense, indemnification, or any workers' compensation or other benefits for any claims made by employees who are Out-of-State or Out-of-Country Employees. "Out-Of-State Employees" or "Out-of-Country" shall mean (i) employees who are hired outside the State of Alabama, or (ii) employees who work outside the State of Alabama. However, the Fund shall be liable for Alabama worker's compensation coverage of employees which satisfy both of the following conditions: (i) the employee is hired in the State of Alabama, and (ii) the employee works outside of the State of Alabama for only incidental travel purposes. Notwithstanding anything in this paragraph to the contrary, the Fund shall not be liable for any claims made by any employee who is



injured outside of the State of Alabama and attempts to make a claim for benefits under the workers' compensation laws of any State other than the State of Alabama. Employer agrees that the Fund is not subject to the jurisdiction of any court or administrative board or body outside the State of Alabama, and the Fund owes absolutely no duty to defend or indemnify or otherwise cover the Employer for any claims made under the laws of or in the jurisdiction of any state other than the State of Alabama.

19. MEMBER MISREPRESENTATIONS

The Member recognizes and agrees that the Fund will not be liable for defense or indemnity of any claims or judgments against the Member if the Member makes any misrepresentations to the Fund or its designated Claims Servicing Organization.

20. SUBROGATION

The Fund shall have the Member's right to prosecute any and all claims against any other party or source that may mitigate any Loss under this Agreement. The Member agrees that it and its employees will assist the Fund or its Claims Servicing Organization in any prosecution of any and all claims deemed valid by the Claims Servicing Organization against any other party or source that may mitigate any Loss under this Agreement. Any amounts recovered by Member or the Fund from any party or source that may mitigate any Loss under this Agreement shall be allocated back to the individual claim file according to the excess agreement and standard operating procedures.

21. COMPLIANCE WITH LAWS AND POLICIES

The Member agrees to comply with the Alabama Workers' Compensation Law, and any other applicable provisions of any law and any and all other agreements or contracts entered into between Member and the Fund.

22. RIGHT TO INSPECT

Member agrees that the Fund or Claims Servicing Organization or their designees may, but is not obligated to, at any time and from time to time enter Member's premises and job site(s) for purposes of conducting safety, loss control, or other related inspections, and Member agrees to cooperate fully with any such inspections. Member agrees that, while the Fund or the Claims Servicing Organization may provide reports on conditions and recommend changes with respect to such inspections, the Fund and the Claims Servicing Organization are not undertaking to perform any duty to provide for the health or safety of



Member's employees or the public and that the Fund and Claims Servicing Organization are not warranting or guaranteeing that Member's workplace is safe or healthful or complies with laws, regulations, codes or standards by conducting such inspections.

23. WAIVER OF CLASS ACTION LAWSUITS

Member, to the full extent permitted by law, hereby knowingly, intentionally, and voluntarily, after the opportunity to obtain the advice of counsel, waives, relinquishes and forever foregoes the right to bring a class-action lawsuit in a Federal or State Court in any action or proceeding, including, without limitation, any contract or tort action, brought by Member against the Fund and/or Claims Servicing Organization based upon, or arising out of, or in any way relating to, or in connection with this Agreement, or any course of conduct, act, omission, course of dealing, statements (whether verbal or written) or actions of any person, in connection with the Agreement, including, without limitation, in any counter-claim which the Member may be permitted to assert hereunder, whether grounded in contract, tort, or otherwise. This waiver by the Member of its right to bring a class-action lawsuit, or to participate as a class member in any class-action lawsuit, in any Federal or State Court, is a material inducement for the Fund to enter into this Agreement with the Member.

24. ARBITRATION

Excluding premium collection disputes, all unresolvable disputes or claims relating to or arising out of (i) this Participation Agreement, in any way, (ii) any relationships that result from this Participation Agreement, or (iii) to the scope or enforceability of this Participation Agreement, and whether any such dispute or claim is based in contract, tort or otherwise, shall be resolved by binding arbitration under the expedited procedures of the American Arbitration Association (AAA) and the Federal Arbitration Act in Title 9 of the US Code. Arbitration hearings will be held in Montgomery, Alabama. The demand for arbitration may be made before or after commencement of any litigation. A single arbitrator will be appointed by the AAA and will be an attorney or a retired judge. Any issue considering whether or the extent to which a dispute or claim is subject to arbitration, including but not limited to issues relating to the validity or enforceability of these arbitration provisions, shall be determined by the arbitrator. All statutes of limitations or other defenses relating to the timeliness of the assertion of a dispute or claim that otherwise would be applicable to an action brought in a court of law shall be applicable in any such arbitration, and the commencement of an arbitration under this Participation Agreement shall be deemed the commencement of an action for such purposes. No provision of this paragraph shall restrict the ability of any person to exercise all rights and remedies available under



applicable law or this Participation Agreement; provided, however, that the exercise of those rights or remedies is subject to the right of any other person to demand arbitration as provided herein. The commencement of legal action by a person entitled to demand arbitration does not waive the right of that person to demand arbitration with respect to any counterclaim or other claim. No person entitled to demand arbitration hereunder shall be permitted to assert a dispute or claim that is on behalf of any other person. Similarly, an arbitration proceeding under this Participation Agreement may not be consolidated with other arbitration proceedings. Judgment upon the award rendered in arbitration shall be final and may be entered in any court, state or federal, having jurisdiction. Prior to formal arbitration, the parties agree to mediate claims otherwise subject to arbitration with a private mediator jointly selected by the parties. If the parties cannot agree on a mediator, each party will select two mediators who must be registered with the Alabama Center for Dispute Resolution, Inc., and a mediator will be selected by random selection by the Director of the Alabama Center for Dispute Resolution. The parties will share the costs of mediation equally unless otherwise determined by agreement of the parties.

IF A DISPUTE OR CLAIM IS NOT SUBJECT TO ARBITRATION FOR ANY REASON, THEN THE DISPUTE OR CLAIM SHALL BE DECIDED IN AN ALABAMA COURT OF COMPETENT JURISDICTION WITHOUT A JURY. EMPLOYER AND THE FUND IRREVOCABLY WAIVE ALL RIGHTS TO A TRIAL BY JURY.

25. ENTIRE AGREEMENT

This Participation Agreement represents the entire agreement of the parties with respect to Member's membership in the Fund and supersedes any prior agreement, arrangement or understanding, whether oral or written, between the Fund and Member concerning the obligations of the Fund and Member. Member agrees that by executing this Participation Agreement it understands and agrees that the Fund is simply a legal vehicle by which each Member has joined together in providing a self-funded workers' compensation program to provide workers' compensation benefits to its employees under the laws of the State of Alabama. This Participation Agreement is not an insurance contract, and the Fund is not an insurer. The Fund is not an insurance agency, and no Fund employee is acting as an insurance agent as to this Participation Agreement or for purposes of any Board approved program that may be offered to Fund Members.

26. ENFORCEABILITY

If any part of this Agreement is determined to be invalid or unenforceable, the validity and enforceability of the remaining provisions will not be affected.



27. NOTICE

Notice shall be effective if mailed by certified mail to The Fund at its address – Post Office Box 1270, Montgomery, Alabama, 36102, and to the Member at its mailing address as listed on the participant application or its last known mailing address. If the address of the Member changes, Member shall provide written notice to The Fund immediately.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have hereunto set their signature to this document. The parties agree that this Agreement may be executed with a handwritten or electronic signature. If an electronic signature is affixed, it shall be valid and binding on the parties, having the same full force and effect as if a paper original had been delivered and signed using a handwritten signature.

MEMBER

Member Name: _____ Date: _____

By: _____ Chief Executive Officer

Printed Name: _____ Title: _____

ATTEST

By: _____

Printed Name: _____ Title: _____

MUNICIPAL WORKERS COMPENSATION FUND, INC.

Date: July 1, 2026

By: Richard Buttenshaw President or Secretary/Treasurer

Printed Name: Richard Buttenshaw Title: President

ATTEST:

By: Carla M. Thienpont

Printed Name: Carla M. Thienpont Title: V.P. Policy Administration, MRM



**REGULAR COMMITTEE OF THE WHOLE MEETING
JULY 21, 2026**

Departments: City Clerk

Description of Topic: Resolution accepting the donation of Police Canine "Nox" from the Orange Beach Police K-9 Foundation. (TJ)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 08-04-26 26-xxx Accept Donation Police K-9 Nox
2. 2026.07.21 Donation Acceptance Letter Police K9 Nox
3. 2026.07.21 Agenda Memo - Police K9 Donation Nox

RESOLUTION NO. 26-xxx

**A RESOLUTION ACCEPTING THE DONATION OF POLICE CANINE “NOX”
FROM THE ORANGE BEACH POLICE K-9 FOUNDATION**

FINDINGS:

1. The Orange Beach Police K-9 Foundation (“Donor”) is an organization dedicated to raising funds for the continuation and enhancement of the K-9 unit of the Orange Beach Police Department (hereinafter referred to as “OBPD”), operating within Orange Beach, Alabama.
2. Donor has remained deeply committed to supporting the safety of the City of Orange Beach and recognizes the invaluable role that specialized police service animals play in narcotics detection, tracking, and community protection.
3. Donor has formally presented a letter (attached Exhibit A) detailing the donation and transfer of ownership of K-9 “Nox”, a Belgian Malinois, DOB 1/20/2025, trained as a dual purpose police service animal specializing in narcotics detection, apprehension, and tracking, to enhance the OBPD’s working K-9 Unit.
4. The donation has been executed in strict adherence to all relevant Alabama State Statutes and legal frameworks governing the procurement, care, and integration of law enforcement service animals, including public purpose and property procurement requirements, the Lakyn K-9 Act, and Alabama Humane Care and Shelter Standards.
5. The City Council of the City of Orange Beach, Alabama, has determined that it is in the best interest of the City to accept the donation of K-9 “Nox” to the Orange Beach Police Department

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 necessary documents between the City of Orange Beach, Alabama, and the Orange Beach Police K-9 Foundation to accept the donation of Police Canine “Nox” 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 4th DAY OF AUGUST, 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 August 4, 2026.

City Clerk

Orange Beach Police K-9 Foundation

17053 Russett Court
Foley, AL 36535

June 25, 2026

Chief David T. Johnson
Orange Beach Police Department
4480 Orange Beach Blvd.
Orange Beach, AL 36561

RE: Deed of Gift and Transfer of Ownership – Police K-9 "Nox"

Dear Chief of Police,

On behalf of the Board of Directors and members of the Orange Beach Police K-9 Foundation, I am pleased to formally present this letter detailing the unconditional donation and transfer of ownership of K-9 **"Nox"** to the Orange Beach Police Department.

Our foundation remains deeply committed to supporting the safety of our local coastal community. We recognize the invaluable role that specialized police service animals play in narcotic detection, tracking, and community protection. It is our privilege to facilitate this enhancement to your agency's working K-9 unit.

This donation is executed in strict adherence to all relevant **Alabama State Statutes** and legal frameworks governing the procurement, care, and integration of law enforcement service animals:

Public Purpose and Property Procurement: In accordance with the constitutional frameworks governing Alabama municipal operations, this transfer is processed as an unrestricted gift to a political subdivision of the State of Alabama, ensuring that public resources are properly utilized for municipal safety.

The Lakyn K-9 Act: In fulfillment of Alabama's critical emergency standard for service animals, the foundation verifies that Nox's integration into your agency guarantees his right to emergency medical transportation and field treatment by EMS personnel without civil liability, ensuring he receives the highest standard of operational care.

Alabama Humane Care and Shelter Standards: In strict compliance with State of Alabama animal welfare codes regarding service and outdoor animals, the

Department agrees to maintain adequate nutrition, veterinary checkups, and standard-compliant housing environments that protect the K-9 from element exposure at all times.

Liability and Indemnification: Upon the formal signing of this document and physical delivery of the animal, all risk, operational liability, and maintenance responsibilities transfer entirely to the City of Orange Beach and the Orange Beach Police Department.

K-9 Profile Summary:

Name: Nox

Breed: Belgian Malinois

Age / DOB: 1/20/2025

Specialization: Dual-Purpose (Narcotics, Apprehension and Tracking)

We look forward to watching K-9 Nox serve the citizens of Orange Beach with distinction. Please review, sign, and return the enclosed duplicate copy of this document to finalize the transfer of ownership for municipal records.

Sincerely,

President / Authorized Representative

Orange Beach Police K-9 Foundation

ACKNOWLEDGEMENT & ACCEPTANCE

The Orange Beach Police Department hereby accepts the donation of K-9 Nox and agrees to all terms of care, maintenance, and statutory compliance required under Alabama State Law.

Chief David T. Johnson

Orange Beach Police Department

Date: _____



CITY OF ORANGE BEACH

To: Mayor and Council
From: Trent Johnson, Police Chief
Date: July 21 2026
Subject: Resolution to accept donation of police canine (K9) “Nox” from the Orange Beach Police K-9 Foundation

ITEM DESCRIPTION:

Resolution accepting donation of: One male Belgian Malinois dual purpose (Narcotics and Apprehension/Tracking) police K9, DOB1/20/2025 designated “Nox” from the Orange Beach Police K-9 foundation

BACKGROUND INFORMATION:

Nox was bred, born & trained in Europe. He was purchased and brought to the US by “Gulf Coast K-9 Group” on behalf of Orange Beach Police K-9 Foundation. . Nox arrived in the United States approximately 4 weeks ago and is currently undergoing a 12 week training program with his Orange Beach handler, Jacob Mitchum, in Mobile, AL. Upon completion of the 12 week handler integration training, Nox will become the 5th active member of the Orange Beach K-9 force.

ACTION OPTIONS / RECOMMENDATION:

Request approval of the resolution accepting the donation of K9 Nox to the City of Orange Beach and the Orange Beach Police Department

SOURCE OF FUNDING:

N/A

BUDGETED:

N/A

ATTACHMENTS:

Donation Letter

DEPARTMENT:

Police

STAFF CONTACT:

Trent Johnson



**REGULAR COMMITTEE OF THE WHOLE MEETING
JULY 21, 2026**

Departments: Community Development

Description of Topic: Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0703-PUD-26, Amenity District PUD at Wharf Landing (Margaritaville Resort). (Suggested date 8/18/2026) (GP)

Background/Description: Sawgrass Consulting LLC, on behalf of Wharf Landing LLC, requests approval of preliminary and final planned unit development ("PUD") to rezone 7.8 acres from General Business to PUD for the previously approved Amenity District of The Margaritaville Resort. The purpose of the PUD is to implement signage standards specific to the Margaritaville brand. There are no changes to the site layout from the previously approved site plan review. The property is located at 23150 Margaritaville Way.

Action Options/Recommendation: The Planning Commission held a public hearing and considered this application at its regular meeting on July 13, 2026. There were no participants in the public hearing. The Planning Commission gave this request a FAVORABLE recommendation (8-0 vote).

Source of Funding (if applicable): N/A

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
JULY 21, 2026**

Departments: Community Development

Description of Topic: Reminder: Public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0305-PUDA-26, Columbia Southern University PUD Modification, New Freestanding Sign on August 4, 2026.

Background/Description: Columbia Southern University ("CSU") requests approval of a minor modification to the CSU Planned Unit Development Master Plan to enhance the freestanding sign along Commercial Park Drive and the Foley Beach Express. The property is located at 21982 University Lane.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
JULY 21, 2026**

Departments: City Clerk

Description of Topic: Ordinance amending Chapter 42, Article III, Division 4, Section 42-186 of the Code of Ordinances for the City of Orange Beach, Alabama, entitled "Flood Damage Prevention" to delete a subsection. (AR)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 2026-xxxx Amd Ch 42 Art III Div 4 Sec 42-186 Remove Flood Damage Prevention Subsection
2. 2026.07.21 Agenda Memo - Community Development Flood Ordinance Amendment

ORDINANCE NO. 2026-xxxx

**AN ORDINANCE AMENDING CHAPTER 42, ARTICLE III, DIVISION 4, SECTION 42-186
OF THE CODE OF ORDINANCES FOR THE CITY OF ORANGE BEACH, ALABAMA,
ENTITLED “FLOOD DAMAGE PREVENTION” TO DELETE A SUBSECTION**

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

1. That Chapter 42, Article III, Division 4, Section 42-186, subsection (3)(f) of the Code of Ordinances for the City of Orange Beach is hereby deleted in its entirety. The language to be stricken reads as below:
 - f. Property owners shall agree, certify, and declare to the following conditions and restrictions placed on the affected property as a condition for granting a permit. A binding agreement, referred to as a non-conversion agreement, is required to be executed and recorded with the deed. It shall obligate the owner to the following terms and conditions:
 1. That the enclosed area(s) shall remain fully compliant with all parts of section 42-187(3) of this article unless otherwise modified to be fully compliant with the applicable sections of the Floodplain Development Ordinance in effect at the time of conversion.
 2. A duly appointed representative of the City of Orange Beach is authorized to enter the property for the purpose of inspecting the exterior and interior of the enclosed area to verify compliance with the agreement and permit.
 3. The community may take any appropriate legal action to correct any violation pertaining to the agreement and the subject permit.
2. That all ordinances, resolutions or parts in conflict with this ordinance, to the extent of such conflict, are repealed; and
3. That this Ordinance shall become effective immediately upon its adoption and publication as required by law.

ADOPTED THIS 21st DAY OF JULY, 2026.

Renee Eberly
City Clerk

The City Clerk of the City of Orange Beach, Alabama hereby certifies
that the foregoing ORDINANCE 2026-xxxx
was posted on _____ in the following three
(3) public places:
Orange Beach City Hall _____
Orange Beach Post Office _____
Orange Beach Public Library _____

Renee Eberly, City Clerk



CITY OF ORANGE BEACH

To: Mayor and Council
From: Adam Roberson, Director of Community Development/ Building Official
Date: July 16, 2026
Subject: Amend Chapter 42 Article III Division 4 Section 42-186

DESCRIPTION:

Remove specific language within the Flood Damage Prevention Ordinance

BACKGROUND INFORMATION:

The City's Flood Damage Prevention Ordinance was completely updated in 2024 at the direction of the State of Alabama due to the previous model ordinance no longer met current FEMA requirements.

The City participates in FEMA's voluntary Community Rating System (CRS) program, which provides flood insurance premium discounts to property owners who maintain National Flood Insurance Program (NFIP) policies. The CRS program is based on a point system; communities receive credit for implementing floodplain management regulations and practices that exceed the minimum NFIP requirements. The more comprehensive and restrictive the regulations, the more CRS points a community can earn, resulting in greater insurance discounts for policyholders.

The City of Orange Beach currently holds a CRS Class 6 rating with 2,347 points. A Class 6 rating is awarded to communities that maintain between 2,000 and 2,499 CRS points.

It has recently been brought to our attention that the City of Orange Beach is the only municipality in Baldwin County that includes this particular provision in its flood damage prevention ordinance. While the City currently receives 60 CRS points for this provision, staff has determined that removing this language would reduce burdens placed on property owners and possibly negatively affect property values without affecting the City's current CRS classification or the associated flood insurance discount available to the community.

ACTION OPTIONS / RECOMMENDATION:

Approved the removal of specific language within the flood ordinance

ATTACHMENTS:

Sec. 42-186. Specific technical standards. Striking through the section to be removed.

DEPARTMENT: Community Development Department

STAFF CONTACT:

Adam Roberson 251-981-6826