



REGULAR COMMITTEE OF THE WHOLE MEETING AGENDA

I. Roll Call

II. Consideration of Previous Minutes

1. Regular Council Meeting 09/01/2026
2. Committee of the Whole 09/01/2026

III. Unfinished Business

Miscellaneous

Resolutions

Ordinances

IV. New Business

Miscellaneous

Resolutions

1. Resolution awarding the bid for 2026 Roadway Resurfacing. (TT/TR)
2. Resolution accepting a proposal for Municipal Commercial Credit Card and Expense Management Services. (FH/TR)
3. Resolution authorizing execution of a professional services agreement for Survey Modeling, Design, and Engineering Services to create a Comprehensive Safety Action Plan for the City of Orange Beach. (CP/TR)
4. Resolution authorizing the execution of software service agreement with Magnet Forensics, LLC, for digital forensics for the Police Department. (TJ)
5. Resolution accepting a proposal from Safe Span, L.L.C., for bridge safety inspections in an amount not to exceed \$2,800. (TT)

6. Resolution authorizing execution of an amendment to the grant award agreement with the National Audubon Society for the stewardship of Coastal Alabama beach nesting bird habitat. (NW)
7. Resolution authorizing execution of a performance contract with Carolyn K. Collins for water fitness instruction at the Aquatics Center. (JL/NA)
8. Resolution authorizing the execution of a software service agreement with Governmentjobs.com, Inc., dba NeoGov, for Learn, Policy, and Recall product subscriptions. (MB)
9. Resolution authorizing the execution of a product agreement with Motorola Solutions, Inc., for a Drone as First Responder trial program. (TJ)
10. Resolution appropriating funds to the Pensacola and Perdido Bays Estuary Program in the amount of \$20,000 for FY2026. (WS)

Public Hearings

1. Set a public hearing date for a Conditional Use Approval request for Case No. 0801-CU-26, All About Storage Expansion. (Suggested date 10/06/2026) (GP)

Ordinances

V. Public Comments

VI. Adjourn

**MINUTES OF
REGULAR COUNCIL MEETING
ORANGE BEACH CITY COUNCIL
SEPTEMBER 1, 2026 – 5:00 P.M.
CITY HALL – COUNCIL CHAMBERS**

- I. CALL TO ORDER** Mayor Kennon called the meeting to order at 5:01 P.M.
- II. INVOCATION** Pastor Clay Wyatt, Palms Community Church
- III. PLEDGE OF ALLEGIANCE**
- IV. ROLL CALL**

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

Absent: None

V. CONSIDERATION OF AGENDA

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

VI. CONSIDERATION OF PREVIOUS MINUTES

Regular Council Meeting 08/04/2026
Committee of the Whole 08/04/2026

The reading was waived and minutes were approved as written.

VII. REPORTS OF OFFICERS/COMMITTEES

- | | |
|---|------------|
| 1. <u>City Administrator – Ford Handley</u> | No report. |
| 2. <u>Chief, Police Department – Trent Johnson</u> | No report. |
| 3. <u>Chief, Fire Department – Jeff Smith</u> | No report. |
| 4. <u>City Clerk – Renee Eberly</u> | No report. |
| 5. <u>Executive Director, Coastal Resources – Phillip West</u> | No report. |
| 6. <u>Executive Director, Community Development – Adam Roberson</u> | No report. |
| 7. <u>Executive Director, Human Resources – Michelle Bugos</u> | No report. |
| 8. <u>Executive Director, Parks & Recreation – Nicole Ard</u> | No report. |
| 9. <u>Executive Director, Public Works – Tim Tucker</u> | No report. |
| 10. <u>Librarian, Public Library – Meagan Bing</u> | No report. |
| 11. <u>Director, Municipal Court – Pam Davis</u> | No report. |
| 12. <u>Mayor/Council</u> | |

Councilmember Silvers spoke about upcoming events including Freedom Fest and Coastal Cleanup.

Ford Handley, City Administrator, recognized the Performing Arts team for their production of Dream On.

VIII. AUDITING OF ACCOUNTS

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

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

IX. PRESENTATIONS

1. Proclamation declaring September 17-23, 2026, as Constitution Week. Mayor Kennon read the proclamation aloud.

X. RECOGNITIONS

XI. UNFINISHED BUSINESS

Ordinances

1. 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". **Motion made (Robertson/Harrelson) to adopt the ordinance with the modification of the speed limit on multi-use paths to 15 miles per hour.** Roll call vote revealed: Silvers, aye; Robertson, aye; Harrelson, aye; Stuart, aye; Simpson, aye; Kennon, aye. **Motion passed.**

XII. NEW BUSINESS

Resolutions

1. Resolution authorizing the execution of a software license agreement with Station Automation, Inc., dba PSTrax, for narcotics and supplies tracking software for the Fire Department. **Motion made (Simpson/Stuart) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
2. Resolution reappointing Sted McCollough to the Fire Code Board of Appeals. **Motion made (Silvers/Robertson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
3. Resolution authorizing execution of a software service agreement with Ashtow Technology Group, LLC, dba CourtReserve, for Tennis Center facility and event management for the Parks and Recreation Department. **Motion made (Stuart/Harrelson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
4. Resolution authorizing the purchase of a video surveillance system for the Fire Training Center through State Bid from Vision Security Technologies Inc. in the amount of \$47,409.67. **Motion made (Harrelson/Simpson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
5. Resolution authorizing execution of an implementation agreement with the Alabama Department of Conservation and Natural Resources for the Sea Turtle Stranding & Salvage Network & Enhanced Rehabilitation Restoration Project. **Motion made (Stuart/Harrelson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
6. Resolution awarding the bid for Renovation of Orange Beach Medical Center South. **Motion made (Harrelson/Robertson) to postpone consideration until the next council meeting on September 15, 2026.** Vote unanimous in favor. **Motion passed.**
7. Resolution awarding the bid for an Aerial LiDAR Drone System for the Community Development Department to Earl Dudley, LLC, in the amount of \$52,950. **Motion made (Stuart/Robertson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

8. Resolution adopting the Comprehensive Plan for the City of Orange Beach, Alabama. **Motion made (Harrelson/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
9. Resolution authorizing the execution of a professional services contract with DSH Event Consulting LLC for the 2027 Orange Beach Festival of Art. **Motion made (Simpson/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
10. Resolution accepting the donation of golf cart emergency lighting equipment for the Police Department from Emergency Lighting by Haynes, L.L.C., dba Haynes Emergency Lighting. **Motion made (Robertson/Simpson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
11. Resolution authorizing execution of a task order with GeoCon Engineering & Materials Testing, Inc., to provide geotechnical testing services for tennis courts, multi-use turf field, and parking area improvements in an amount not to exceed \$6,860. **Motion made (Robertson/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

Ordinances

1. First Reading – Ordinance extending the temporary moratoriums on certain development projects. **Motion made (Stuart/Harrelson) for unanimous consent to suspend the rules to allow for immediate consideration of this ordinance.** Roll call vote revealed: Silvers, aye; Robertson, aye; Harrelson, aye; Stuart, aye; Simpson, aye; Kennon, aye. **Motion passed. (6-0).** **Motion made (Stuart/Robertson) to adopt the ordinance.** Roll call vote revealed: Silvers, aye; Robertson, aye; Harrelson, aye; Stuart, aye; Simpson, aye; Kennon, aye. **Motion passed. (6-0).**

XIII. PUBLIC COMMENTS

None

XIV. ADJOURN

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

Time: 5:09 P.M.

APPROVED this the 6th day of October, 2026.

Renee Eberly
City Clerk

**MINUTES OF
COMMITTEE OF THE WHOLE MEETING
ORANGE BEACH CITY COUNCIL
SEPTEMBER 1, 2026 – 5:10 P.M.
CITY HALL – COUNCIL CHAMBERS**

The Orange Beach City Council met to review potential items for the September 15, 2026, agenda.

The following members were present:

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

The following members were absent:

None

The following items were discussed:

1. Waterfront Park Shoreline project. Woody Speed, City Coastal Regulatory Manager, gave a summary of the project, funding opportunities, and estimated timeline.
2. Resolution authorizing the modification of terms of sale of the Orange Beach Event Center at The Wharf.
3. Resolution authorizing the expenditure of public funds for the promotion of city amenities and events.
4. Resolution authorizing execution of a professional services agreement with Renee Smith to provide various legal services for the Legal Department.
5. Resolution awarding the bid for a Permanent Traffic Signal at Canal Road / Wharf Parkway East / Money Bayou Drive.
6. Resolution authorizing the purchase of a Vehicle for the Police Department through State Bid from Donohoo Chevrolet, LLC, in the amount of \$60,011.50.
7. Resolution authorizing the purchase of a Video Surveillance System for the Police Department Jail through State Bid from Vision Security Technologies Inc. in the amount of \$26,123.07.
8. Resolution authorizing execution of a professional services agreement with Gerald Mills for the 2027 Spring Theater Production.
9. Resolution authorizing execution of a professional services agreement with TIDALHUE creative, LLC, for the 2027 Spring Theater Production.

Public Comments:

None

There being no further business, the meeting adjourned.

Time: 5:16 P.M.

APPROVED this 6th day of October, 2026.

Renee Eberly
City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
SEPTEMBER 15, 2026**

Departments: City Clerk

Description of Topic: Resolution awarding the bid for 2026 Roadway Resurfacing.
(TT/TR)

Background/Description: Annual bid for roadway resurfacing. Bid opening scheduled for October 1, 2026.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
SEPTEMBER 15, 2026**

Departments: City Clerk

Description of Topic: Resolution accepting a proposal for Municipal Commercial Credit Card and Expense Management Services. (FH/TR)

Background/Description: A Request for Proposals is currently posted with a response deadline of September 21, 2026.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
SEPTEMBER 15, 2026**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a professional services agreement for Survey Modeling, Design, and Engineering Services to create a Comprehensive Safety Action Plan for the City of Orange Beach. (CP/TR)

Background/Description: A Request for Qualifications closed on September 4, 2026. Three responses were received and are currently going through the evaluation process.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
SEPTEMBER 15, 2026**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of software service agreement with Magnet Forensics, LLC, for digital forensics for the Police Department. (TJ)

Background/Description: See attached memo.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 10-06-26 26-xxx Authorize Software Service Agreement Magnet Forensics Police
2. 2026.08.18 Agenda Memo - Police Magnet Forensics
3. 2026.07.13 Quote - Police - Magnet Forensics

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
SOFTWARE SERVICE AGREEMENT WITH MAGNET FORENSICS, LLC
FOR DIGITAL FORENSICS FOR THE POLICE DEPARTMENT**

FINDINGS:

1. The City of Orange Beach Police Department desires to contract with Magnet Forensics, LLC, for digital forensics software licensing.
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 Magnet Forensics, LLC, 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 6th DAY OF OCTOBER, 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 October 6, 2026.

City Clerk



CITY OF ORANGE BEACH

To: Mayor and Council
From: Trent Johnson, Chief of Police
Date: 1 Sep 2026
Subject: **Renewal of contract term with Magnet Forensics for continued services of their digital forensics software suite**

ITEM DESCRIPTION:

Magnet Forensics is a software suite that aids in digital forensics investigations.

BACKGROUND INFORMATION:

Magnet Forensics is the parent company for Gray Key. Gray Key is the only known digital forensics tool capable of overriding passwords on iPhones when a suspect refuses to provide a password when presented with a valid search warrant.

ACTION OPTIONS / RECOMMENDATION:

Renewal of services

SOURCE OF FUNDING:

100-53250-212-000000

BUDGETED:

Yes

ATTACHMENTS:

Quote

DEPARTMENT:

Police

STAFF CONTACT:

Trent Johnson

Address:

Magnet Forensics, LLC
931 Monroe Drive NE
Suite A102-340
Atlanta, Georgia 30308
United States

Phone: 519-342-0195

Quote #: Q-412312-1
Issue Date: 13 Jul, 2026
Expires On: 30 Nov, 2026

Bill To

Ashleigh Johnson
Orange Beach Police Department (AL)
4480 Orange Beach Boulevard
Orange Beach, Alabama 36561
United States
251-504-6087
ajohnson@orangebeachal.gov

Ship To

Ashleigh Johnson
Orange Beach Police Department (AL)
4480 Orange Beach Boulevard
Orange Beach, Alabama 36561
United States
251-504-6087
ajohnson@orangebeachal.gov

End User

Ashleigh Johnson
Orange Beach Police Department (AL)
4480 Orange Beach Boulevard
Orange Beach Alabama 36561
United States
251-504-6087
ajohnson@orangebeachal.gov

PREPARED BY	PHONE	EMAIL	PAYMENT TERM
Steve Merritt	(404) 618-5552	steve.merritt@magnetforensics.com	Net 30

ITEM #	PRODUCT NAME	SMS DATES	UNIT SELLING PRICE	QTY	EXTENDED PRICE
6AX110	Magnet AXIOM Essentials	1 Dec, 2026 to 30 Nov, 2027	USD 4,970.00	1	USD 4,970.00
GKL-ONF-ES	GrayKey License - Essentials Unlimited Consent and BFU Extractions. 30 AFU, Instant Unlock or Brute Force Advanced actions Action Credits Included: 30 Renewal for Serial Numbers: 4594b0d5d4890e15	1 Dec, 2026 to 30 Nov, 2027	USD 13,345.00	1	USD 13,345.00

2026-2027 Renewal of:
GrayKey Essentials
AXIOM Essentials dongle ID B201705120003416

Sub-Total USD 18,315.00
Taxes USD 0.00
Grand Total USD 18,315.00

Estimated 2027-2028 budgetary renewal costs:
GrayKey Essentials: \$14,345
AXIOM Essentials: \$5,342

Prices subject to change upon quote expiry. Accurate sales tax will be calculated at the time of invoicing when applicable. If your company is tax exempt, please provide appropriate support with your signed quote. Hardware may be subject to additional fees related to delivery, import and export.

Terms & Conditions

Unless you have an existing written agreement with Magnet Forensics for the products and/or services listed in this quotation, by: (a) signing below, (b) submitting an Order to Magnet Forensics referencing this quotation, or (c) making payment for the products and/or related services listed in this quotation, you agree to the terms and conditions at <http://magnetforensics.com/legal/> applicable to such products and/or services listed in this quotation to the exclusion of any differing or additional terms which may be found on your purchase order or similar document. By signing, you certify that you have the authority to bind your organization.

Q-412312 - USD 18,315.00

Magnet Forensics may adjust the software term start and/or end date, without increasing the total software license price, based on the date Magnet Forensics activates the software and provided that the total software license term length does not change.

Signature: _____

Date: ____/____/____

Name (Print): _____

Title: _____

Please sign and email to Steve Merritt at steve.merritt@magnetforensics.com



**REGULAR COMMITTEE OF THE WHOLE MEETING
SEPTEMBER 15, 2026**

Departments: City Clerk

Description of Topic: Resolution accepting a proposal from Safe Span, L.L.C., for bridge safety inspections in an amount not to exceed \$2,800. (TT)

Background/Description: Regular bridge inspections every two years.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 10-06-26 26-xxx Accept Proposal Safe Span Bridge Inspections
2. 2026.08.28 Professional Services Proposal Safe Span

RESOLUTION NO. 26-xxx

**A RESOLUTION ACCEPTING A PROPOSAL FROM
SAFE SPAN, L.L.C., FOR
BRIDGE SAFETY INSPECTIONS
IN AM AMOUNT NOT TO EXCEED \$2,800**

FINDINGS:

1. The City's Public Works Department has solicited professional service proposals for bridge safety inspections.
2. The Public Works Director has recommended acceptance of a proposal submitted by Safe Span, L.L.C., based on lowest cost and best value.
3. After having reviewed the proposal, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama, 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 proposal dated August 28, 2026, in substantially the form and of substantially the content now before the Council between the City of Orange Beach and Safe Span, L.L.C., as an act for and 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 \$2,800 to Safe Span, L.L.C., to complete the scope of work as presented; and
3. That this Resolution shall become effective immediately upon its adoption.

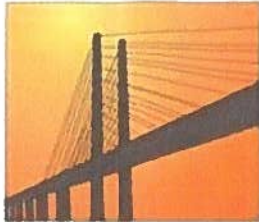
ADOPTED THIS 6th DAY OF OCTOBER, 2026.

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 October 6, 2026.

City Clerk



SAFE SPAN, L.L.C.

BRIDGE INSPECTION SERVICES

P.O. Box 95

SILVERHILL, ALABAMA 36576

TELEPHONE: (251) 945-6228

OR (850) 418-0457

SAFESPANLLC.COM

Michael W. Sharp, C.B.I.

Pete Peterson, C.B.I.

August 28, 2026

City of Orange Beach
P.O. Box 2432
Orange Beach, Al. 36561

Attention: Mr. Tim Tucker

Subject: **Proposal for Routine Bridge Safety Inspections
(2) Structures on Gulf Bay Road
Orange Beach, Alabama**

Safe Span, L.L.C. appreciates the opportunity to submit this proposal for the post Hurricane Sally scour and safety inspection of (2) bridge(s) in your City. This proposal will address the services to be provided by Safe Span, L.L.C. and the proposed fee to accomplish the required tasks. **These inspections are due in October 2026 to stay in compliance with NBIS standards.**

Scope of Work

The scope of work to be performed by Safe Span, L.L.C. is complete start to finish safety inspections of all/part of the bridges in the inventory of City of Orange Beach, Alabama.

1. Complete "hands-on" AASHTO Element Level and NBI Inspection performed by NBI and ALDOT certified personnel
2. AASHTO Element Level inspection, Quantification forms and data entry (new FHWA and ALDOT requirement)
3. Scour Inspection
4. Complete photographic file of each structure
5. Executive Summary of each structure

Client Responsibilities

1. Authorize Safe Span, L.L.C. to proceed by issuance of a Purchase Order for the project
2. Review submittals from Safe Span, L.L.C. and offer comments in a timely fashion
3. Provide prior inspections reports or access to such as needed
4. Notify this office if the City of Orange Beach would like to change or revise the Scope of Services

Compensation

Safe Span, L.L.C. will provide the inspection services for the LUMP SUM fee of **\$2,800.00.**

***** This Quote is valid for 120 days *****

In addition to the Scope of Work above, this fee includes (during this (24) month cycle):

1. Completion of any ALDOT Compliance Review Questionnaire as needed.
2. Correction of any Edit Errors to the Bridge Management System (BrM) as needed.
3. Representation during any Compliance Review with ALDOT and FHWA officials.
4. Provision of Federally Required Structure Lists at the beginning of each year.
5. Provision of any proposals for future budget considerations.

Anything outside this Scope of Work would be billed as needed.

Work will begin when Safe Span, L.L.C. receives the written Authorization to Proceed from the City of Orange Beach. Completion will be in accordance with the schedule set forth in the Agreement for the Safety Inspections of In-service Bridges. If we may be of service to provide clarification for this proposal, please contact us at 251.945.6228 or 850.418.0457.

Sincerely,

Michael W. Sharp, C.B.I.

cc: Pete Peterson, C.B.I.



**REGULAR COMMITTEE OF THE WHOLE MEETING
SEPTEMBER 15, 2026**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of an amendment to the grant award agreement with the National Audubon Society for the stewardship of Coastal Alabama beach nesting bird habitat. (NW)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 10-06-26 26-xxx Authorize Grant Award Amendment Audubon Society Nesting Bird Habitat
2. 2026.09.11 Grant Award Agreement Audubon Society Bird Nesting Habitat Stewardship - Exhibits
3. 2026.09.11 Grant Award Agreement Audubon Society Bird Nesting Habitat Stewardship
4. 2026.08.18 Agenda Memo - Coastal Resources Audubon

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF AN
AMENDMENT TO THE GRANT AWARD AGREEMENT WITH THE
NATIONAL AUDUBON SOCIETY FOR THE
STEWARDSHIP OF COASTAL ALABAMA BEACH NESTING BIRD HABITAT**

FINDINGS:

1. On December 13, 2023, City Council adopted Resolution No. 23-247 authorizing the execution of a Grant Award Agreement with the National Audubon Society.
2. The purpose of that agreement is for the National Audubon Society to provide funding under the National Oceanographic and Atmospheric Administration's National Centers for Coastal Ocean Science (NCCOS)/RESTORE Science Program to the City of Orange Beach to perform services related to the Efficacy of Stewardship of Coastal Alabama Beach Nesting Bird Habitat.
3. The City and the National Audubon Society wish to amend the Grant Award Agreement to increase the total subcontract from \$83,261 (for Year 1-3) to \$118,805 (for Years 1-4) and to extend the scope of work to into a fourth year, and change the end date to 09/30/2027.
4. After having reviewed the attached amendment, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

1. That the Mayor is hereby authorized to execute the Amendment in substantially the form and of substantially the content now before the Council between the City of Orange Beach, Alabama, and the National Audubon Society as an act for and 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 6th DAY OF OCTOBER, 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 October 6, 2026.

City Clerk

Exhibits A & B:
Scope of Work and Budget Narrative Years 1 - 4 (10/1/2023 – 9/30/2027)
City of Orange Beach

*Prepared by [Fallan Batchelor](mailto:fbatchelor@orangebeachal.gov), Nicole Woerner
(fbatchelor@orangebeachal.gov), and Nicole Michel (nicole.michel@audubon.org)*

PERSONNEL **Total \$ 74,700**

Name	Project Role	Salary in Year 1	Year 1	Year 2	Year 3	Year 4	Total
Fallan Batchelor	Co-PI	\$45,000	\$7,200	\$22,500	\$74,700	\$74,700	\$74,700
Total			\$7,200	\$22,500	\$22,500	\$22,500	\$74,700

Justification

The proposed budget includes 16% of annual salary in year 1, 50% annual salary for years 2-4, and 16.4% annual salary for year 5 for Fallan Batchelor, Co-PI and the Coastal Stewardship Coordinator for the City of Orange Beach. for Fallan Batchelor, Co-PI and the Coastal Stewardship Coordinator for the City of Orange Beach. The Coastal Stewardship Coordinator will oversee and advise site selection, implement all stewardship activities in Orange Beach, Alabama. The coordinator is also responsible for public relations to include advertisement and awareness to the general public, and for any type of coordination with private land owners and utility companies. She will also participate in in-person meetings, webinars, and conference calls and contribute to manuscript and report preparation.

FRINGE BENEFITS **Total \$ 22,410**

Name	Project Role	Fringe Rate	Year 1	Year 2	Year 3	Year 4	Total
Fallan Batchelor	Co-PI	30%	\$2,160	\$6,750	\$6,750	\$6,750	\$22,410
Total			\$2,160	\$6,750	\$6,750	\$6,750	\$22,410

Justification

All full-time professional positions have a fringe benefit rate of 30%. Fringe benefits include FICA, 403(b) match, pension, and medical, disability, life, and unemployment insurance.

TRAVEL-DOMESTIC**Total \$0.00**

No travel expenses are requested.

EQUIPMENT**Total \$0.00**

No equipment expenses are required.

SUPPLIES**Total \$ 2,000**

Supplies	Year	Amount
Monitoring and Stewardship	1	\$500
Supplies, Signage, Materials	2	\$500
	3	\$500
	4	\$500
Total		\$2,000

Justification

We have included \$500 per year to cover the costs of materials for building new signs, stewardship supplies (e.g., clipboards, pens, paper for flyers), and monitoring supplies (e.g., banding supplies, field notebooks).

CONTRACTUAL**Total \$ 0**

No contractual expenses are requested.

OTHER**Total \$ 2,000**

Design and Printing Fees	Year	Amount
Design and Printing of Signage	1	\$500
and Outreach Materials	2	\$500
	3	\$500
	4	\$500
Total		\$2,000

Justification

We have included \$500 per year to cover the costs of design and printing of signage and outreach materials (e.g., flyers).

TOTAL DIRECT COSTS**Total \$ 101,110**

Category	Year 1	Year 2	Year 3	Year 4	Total
Personnel	\$7,200	\$22,500	\$22,500	\$22,500	\$74,700
Fringe	\$2,160	\$6,750	\$6,750	\$6,750	\$22,410
Travel					
Equipment					
Supplies	\$500	\$500	\$500	\$500	\$2,000
Contractual					
Other	\$500	\$500	\$500	\$500	\$2,000
Total Direct Costs	\$10,360	\$30,250	\$30,250	\$30,250	\$101,110

INDIRECT COSTS (17.5%)**Total \$ 17,695**

Category	Year 1	Year 2	Year 3	Year 4	Total
Total Indirect Cost Base	\$10,360	\$30,250	\$30,250	\$30,250	\$101,110
Indirect (17.5%)	\$1,813	\$5,294	\$5,294	\$5,294	\$17,695
Total Costs	\$12,173	\$35,544	\$35,544	\$35,544	\$118,805

The rate is 17.5% and is computed on the following cost base of **\$ 101,110** which is total direct charges (Personnel, Fringe, Supplies, Other) minus equipment (\$0) and contractual (\$0). **Total \$17,695**

TOTALS-DIRECT and INDIRECT COSTS**Total \$ 118,805**

Exhibit C



Department of Commerce
National Oceanic and Atmospheric Administration (NOAA)
NOS National Center for Coastal Ocean Science (NCCOS)

Notice of Award (NoA)
NA23NOS4510307-T1-01

RECIPIENT INFORMATION

1. Recipient Name

NATIONAL AUDUBON SOCIETY, INC
225 VARICK ST FL 7
NEW YORK, NY 10014

2. Congressional District of Recipient

10

3. Employer Identification Number (EIN)

13-1624102

4. UEI

LLGWLB7MFAC1

5. Recipient Point of Contact

Nicole L Michel
Nicole.Michel@audubon.org

6. Authorized Official

Dr. Michel, Nicole L,

FEDERAL AGENCY CONTACT INFORMATION

7. Grant Specialist

Ericka Rosier
Ericka.rosier@noaa.gov

8. Program Officer

FRANK M Parker III
frank.parker@noaa.gov

9. Grant Officer

RAISHAN Peterson
raishan.peterson@noaa.gov

FEDERAL AWARD INFORMATION

10. Award Number / FAIN

NA23NOS4510307-T1-01 Revision 4 / NA23NOS4510307 / Mod 4

11. Award Type

Cooperative Agreement

12. Period of Performance Start Date & End Date

10/01/2023 – 09/30/2028

13. Budget Period Start Date & End Date

10/01/2023 – 09/30/2028

14. Federal Share of Cost

\$1,665,671

15. Recipient Share of Cost

\$0

16. Total Federal and Recipient Cost

\$1,665,671

17. Opportunity Number

NOAA-NOS-NCCOS-2022-2007377

18. Project Title

Evaluating efficacy of stewardship actions for vulnerable Gulf of Mexico coastal birds through co-production between scientists and resource managers

19. Assistance Listing Number and Name

11.451 Gulf Coast Ecosystem Restoration Science, Observation, Monitoring, and Technology

20. R&D Award?

Yes

21. Construction Award?

No

22. Grants Officer – Signature and Award Date

RAISHAN Peterson – 05/06/2026



Department of Commerce
National Oceanic and Atmospheric Administration (NOAA)
NOS National Center for Coastal Ocean Science (NCCOS)

Notice of Award
NA23NOS4510307-T1-01

NOTICE OF NOAA AWARD COVER LETTER

You are the recipient of NOAA award Number NA23NOS4510307-T1-01.

The Notice of Award (NoA) serves as the official legal document issued to notify the recipient and others that an award has been made. The NoA contains all terms and conditions of the grant award.

The complete NoA can be found and downloaded under eRA Commons using the following instructions: [View Notice of Award | eRA](#)

This NoA was sent to the specified email address entered in the NoA email field by the recipient organization when completing the electronic Research Administration (eRA) Commons registration process. The Signing Official (SO) can update this email address through the Institutional Profile section in eRA Commons. The NoA can also be viewed from the Status Information page in eRA Commons. By accepting the award, the recipient agrees to comply with the award provisions specified on the award document.

As the Signing Official (SO) you are authorized to legally bind the institution in grant-administration matters. In providing your signature approval on the grant application submission you are responsible for monitoring grant related activities and authorizing expenditures under this award.

Additional Information about your award is shown below:

- Assistance Listing Number: 11.451
- Project Period: 10/01/2023 – 09/30/2028
- Program Office: NOS National Center for Coastal Ocean Science (NCCOS)
- Program Officer: FRANK M Parker III
- Program Officer Phone:
- Program Officer Email: frank.parker@noaa.gov
- Total Federal Funding: \$1,665,671
- Total Non-Federal Funding: \$0
- Organization Name: NATIONAL AUDUBON SOCIETY, INC.
- Project Title: Evaluating efficacy of stewardship actions for vulnerable Gulf of Mexico coastal birds through co-production between scientists and resource managers
- Name of Principal Director/Project Investigator (PI/PD) as identified in the negotiated application:
 - o Nicole L Michel

This email was sent from a source that is not monitored for responses. If you need assistance, contact your Program/Project Officer (for programmatic issues) or the [eRA Help Desk](#) (for technical issues).

SECTION I – AWARD DESCRIPTION

Coastal birds are critical indicators of marine ecosystem health, yet half of coastal-breeding bird populations have declined since 1970 due to numerous anthropogenic and environmental threats. Chief among these threats is human disturbance. In the northern Gulf of Mexico (GoM), stewardship techniques (e.g., signage, patrols) are often recommended to reduce human disturbance impacts. We formed a co-production team of scientists and resource managers to scope, design, and develop research questions that are relevant, reducible, and valuable for informing decisions related to coastal bird stewardship by identifying factors linked to success. We focus on decisions made by natural resource managers in Louisiana, Mississippi, and Alabama who are responsible for designing and implementing stewardship programs to protect coastal breeding birds from human disturbance. Resource managers receive a limited pot of funding each year then decide (1) how to distribute funding/capacity across sites; (2) which stewardship techniques to implement where and when; and (3) how to optimize the use of stewardship techniques to effectively alter human behaviors for the benefit of coastal-breeding birds. Identified uncertainties that hinder decision-making are: (1) which timings and combinations of techniques maximize species-specific survival and recruitment; (2) which techniques are more effective on mainland vs. offshore beaches; and (3) which techniques are more effective for solitary vs. colonial nesting birds. This project will reduce uncertainties through the assessment of stewardship management efficacy and synthesis of knowledge, which will be used to inform future decision-making through an adaptive process. We aim to reduce these uncertainties by addressing two research questions related to coastal bird stewardship in the GoM: (1) what is the relative efficacy of various stewardship techniques and intensities implemented during different phases of the breeding season and across a range of socio-ecological conditions? (2) are community-wide education and outreach campaigns effective supplements to on-the-ground stewardship to alter human behaviors? To address these questions, we propose to conduct field surveys, bird health assessments, and community-based social marketing implementation. These datasets will then be used to estimate the relationships between stewardship technique/intensity and both bird and human responses, which in turn will serve as inputs to Bayesian Belief Network (BBN) models to predict how specific stewardship actions will influence population-level outcomes of interest (e.g., survival, productivity). To improve financial and logistical resource allocation among the coastal bird monitoring community in the GoM, the team will translate BBN results into an interactive Decision Support Tool, which will allow managers to simulate and identify optimal stewardship resource allocation options based on variables evaluated in this study. The team will also disseminate results through a series of GoM resource manager workshops, stewardship best practices guidance document, white papers, and peer-reviewed publications. Overall, the proposed research will enable development of standardized, science-based guidance on stewardship best practices across the GoM, allowing resource managers to substantially reduce one of the greatest threats - human disturbance - to sustaining coastal breeding bird populations over the long term.

SECTION II – BUDGET INFORMATION

Approved Budget

	Year 1 Federal	Year 2 Federal	Year 3 Federal	Year 4 Federal	Year 5 Federal	Total
Total Direct Charges	\$237,485	\$415,041	\$522,541	\$490,674	\$298,801	\$1,964,542
Indirect Charges	\$0	\$0	\$0	\$0	\$0	\$0
Federal	\$237,485	\$415,041	\$522,541	\$490,674	\$298,801	\$1,964,542
Non-Federal	\$0	\$0	\$0	\$0	\$0	\$0

Authorized

	Previous	Change	Cumulative
Federal	\$1,174,997	\$490,674	\$1,665,671
Non-Federal	\$0	\$0	\$0
Total	\$1,174,997	\$490,674	\$1,665,671
Indirect Rate %	0%	17.5%	17.5%

Authorized Funding Codes

					Previous	Change	Cumulative
140X8KSRF	23P00	141013000 000000000	41001100	FY23 RESTORE ACT	\$237,485	\$0	\$237,485
140Y8KSRF	24P00	141013000 000000000	41001100	FY24 RESTORE ACT	\$415,041	\$0	\$415,041

140Z8KSR AF	25P00	141013000 000000000	41001100	FY25 RESTORE ACT	\$522,471	\$0	\$522,471
140Z8KSR AF	26P00	141013000 000000000	41001100	FY26 RESTORE ACT	\$0	\$490,674	\$490,674
Total					\$1,174,997	\$490,674	\$1,665,671

SECTION III – AWARD SUMMARY/REASON FOR AMENDMENT

Reason for Revision:

1) To provide continued funding for the project entitled, "Evaluating efficacy of stewardship actions for vulnerable Gulf of Mexico coastal birds through co-production between scientists and resource managers", per the recipient's application dated 12/1/22, and revision dated 06/27/23, which are incorporated by reference.

2) To revise NOAA Administrative Specific Award Conditions.

3) To revise DOC Financial Assistance General Terms and Conditions updated on September 22, 2025, notwithstanding the October 1, 2024 date in Section IV below.

SECTION IV – NOAA STANDARD TERMS AND CONDITIONS

- 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101
<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>
- DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE GENERAL TERMS AND CONDITIONS
<https://www.commerce.gov/oam/policy/financial-assistance-policy>
The Department of Commerce Financial Assistance General Terms and Conditions (GT&Cs) issued October 1, 2024, are incorporated by reference into this award.
- Bureau Financial Assistance Standard Terms and Conditions
[Administrative Standard Award Conditions for National Oceanic and Atmospheric Administration \(NOAA\) Financial Assistance Awards U.S. Department of Commerce](#)
- Department of Commerce Pre-Award Notification Requirements for Grants and Cooperative Agreements (REF: 79FR 78390)
<https://www.govinfo.gov/content/pkg/FR-2014-12-30/pdf/2014-30297.pdf>
- FEDERAL-WIDE RESEARCH TERMS AND CONDITIONS, AS ADOPTED BY THE DEPT. OF COMMERCE
<https://www.nsf.gov/awards/managing/rtc.jsp>
- R & D AWARD
[Awards - Federal-Wide Research Terms and Conditions | NSF - National Science Foundation](#)

SECTION V – SPECIFIC AWARD CONDITIONS

SPECIAL CONDITIONS

Multi-Year Award (REVISE)

The award period and budget(s) incorporated into this award cover a five-year period for a total amount of \$1,964,542.00 in Federal funds. However, Federal funding available at this time is limited to \$1,665,671.00 for this funding period. Receipt of any prospective funding is contingent upon the availability of funds from Congress, satisfactory performance, continued relevance to program objectives, and will be at the sole discretion of the Department of Commerce. The Department of Commerce is not liable for any obligations, expenditures, or commitments which involve any amount in excess of the Federal amount presently available. The Recipient will be responsible for any and all termination costs it may incur should prospective funding not become available. No legal liability will exist or result on the part of the Federal Government for payment of any portion of the remaining funds which have not been made available under the award. Notifications affecting funding or notice of non-availability of additional funding for prospective years will be made only by the Grants Officer. The amendment to obligate prospective funding available shall be made via an Amendment to Financial Assistance Award, if at all possible prior to the expiration of each year's activities.

The funding period for this award is 10/01/2023 through 09/30/2027 and may be extended through 09/30/2028.

Gulf of America SAC

Per the NOAA Chief of Staff, and consistent with EO 14172, the Secretary of the Interior's February 7, 2025 Secretarial Orders No. 3423, and the recent update to the Geographic Names Information System, NOAA will regard all references to Gulf of Mexico in this application to read Gulf of America .

Specific Award Condition for Awards Designated as Research and Development

The Department of Commerce has designated this award as Research and Development (R&D) under 2 CFR 200.1 for purposes of award administration. The Federal-wide Research Terms and Conditions, dated November 12, 2020, are no longer in effect and do not apply to this award.

2 CFR 200.308(h), which applies to this award, provides a waiver of prior approval requirements in certain circumstances. In the event the Department of Commerce adopts additional terms specific to R&D awards, this award may be amended by the Grants Officer to incorporate the additional terms.

STANDARD TERMS AND CONDITIONS

Executive Order 14173: Ending Illegal Discrimination and Restoring Merit-Based Opportunity

This award term implements Executive Order 14173, 90 FR 8633 (Jan. 21, 2025), Ending Illegal Discrimination and Restoring Merit-Based Opportunity. By accepting this U.S. Department of Commerce financial assistance award, the recipient:

- (1) agrees that compliance in all respects with all applicable Federal anti discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of Title 31 United States Code; and
- (2) certifies to the Department that it does not operate any programs promoting diversity, equity, and inclusion that violate any applicable Federal anti-discrimination laws.

Termination

In accordance with 2 CFR 200.340(a), this federal award may be terminated in part or in its entirety as follows:

1. By DOC or the pass-through entity if the recipient or subrecipient fails to comply with the terms and conditions of this federal award.
2. By DOC or the pass-through entity with the consent of the recipient or subrecipient, in which case the two parties must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated.
3. By the recipient or subrecipient upon sending DOC or the pass-through entity a written notification of the reasons for termination, the effective date, and, in the case of partial termination, the portion to be terminated. If DOC or the pass-through entity determines that the remaining portion of this federal award will not accomplish the purposes for which this federal award was made, DOC or the pass-through entity may terminate this federal award in its entirety.
4. By DOC or the pass-through entity to the extent authorized by law, if the award no longer effectuates the program goals or agency priorities.

Exhibit D

DOMESTIC
Rev. 06/19



GRANT AGREEMENT

THIS AGREEMENT is hereby made by and between National Audubon Society, Inc. ("Audubon") and City of Orange Beach ("Recipient") according to the following terms and conditions:

I. AUDUBON: Audubon is identified as follows:

National Audubon Society, Inc.
225 Varick Street, 7th Floor
New York, New York 10014

Project Manager's Name: Nicole Michel
Address: 225 Varick Street, 7th Floor
New York, New York 10014
Business Telephone: 415-941-8149
E-mail: Nicole.Michel@audubon.org

II. PROJECT TITLE: Designing effective stewardship and post-restoration management plans through co-production to protect vulnerable Gulf of Mexico coastal birds

III. RECIPIENT: The Recipient is identified as follows:

Name: City of Orange Beach

Project Manager Name: Fallan Batchelor
Address: 4099 Orange Beach Boulevard
Orange Beach, AL 36561
Business Telephone: 251-981-1063
Business Fax:
E-mail: fbatchelor@orangebeachal.gov

IV. PROJECT DESCRIPTION:

Recipient shall use the funds provided for herein only for those specific purposes described herein and in the project proposal approved by Audubon, unless otherwise agreed in writing by Audubon.

All work under this Agreement shall comply with all relevant laws and regulations, including, but not limited to, the provisions of Section VIII (12) below. All funds provided to Recipient pursuant to this Grant Agreement shall be expended on the Project, and shall in no way be used to compensate Recipient.

RESOLUTION NO. 23-247

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
GRANT AWARD AGREEMENT WITH THE
ALABAMA AUDUBON SOCIETY FOR THE
STEWARDSHIP OF COASTAL ALABAMA BEACH NESTING BIRD HABITAT**

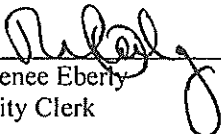
FINDINGS:

1. The City of Orange Beach and the Alabama Audubon Society have reached an agreement (attached Exhibit A) whereby the City has been awarded a grant to perform services related to the Stewardship of Coastal Alabama Beach Nesting Bird Habitat.
2. After having reviewed said agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

1. That the Mayor is hereby authorized to execute the Grant Award Agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and the Alabama Audubon Society 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 13th DAY OF DECEMBER, 2023.



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. 23-247, which was duly and legally adopted at a regular meeting of the City Council on December 13, 2023.



City Clerk



The specific work to be performed shall be as described in Exhibit A (the "Work") pursuant to the budget specified in Exhibit B (the "Budget", and together with the Work, the "Project), each such Exhibit A and B attached hereto as "City of Orange Beach Scope of Work Audubon NOAA Restore" and incorporated herein.

V. TERMS OF PAYMENT: Audubon shall disburse to Recipient a total of \$12,173 in the following manner: Audubon shall disburse to Recipient a total of \$12,173 for completion of services. Disbursements will be made upon receipt of invoices submitted as frequently as monthly. See the attached "City of Orange Beach Scope of Work Audubon NOAA Restore.pdf" for a detailed budget and justification.

Recipient acknowledges that all of Audubon's obligations under this Agreement are contingent on funding from third party sources, and agrees that in the event of any cancellation of such third party funding, Audubon may terminate this Agreement pursuant to Section VIII (9) below.

VI. Audubon's funding for the Project is made pursuant to the following grant agreement(s) **National Oceanographic and Atmospheric Administration's National Centers for Coastal Ocean Science (NCCOS)/RESTORE Science Program, Award #NA23NOS4510307, awarded 10/01/2023** (the "Master Grant(s)"), attached hereto as Exhibit C, and incorporated herein. Recipient agrees to comply with all the terms and conditions of the Master Grant(s) with which Audubon must comply as if Recipient was named therein in place of Audubon.

VII. TERM OF AGREEMENT: This Agreement will take effect on 10/01/2023 and will terminate on 9/30/2024

VIII. CONDITIONS: In accepting this Agreement, Recipient hereby agrees to the following terms and conditions:

1. Recipient shall use the funds provided for herein only for those specific purposes described herein and in the project proposal approved by Audubon, unless otherwise agreed in writing by Audubon.
2. Audubon shall have the right to audit all of Recipient's financial records pertaining to Audubon. All financial records must be maintained separately from all other accounts.
3. At Audubon's option, Audubon has the right to claim ownership of any equipment purchased by Recipient with Audubon funds provided for hereby. Any equipment not permitted by Audubon to be retained by Recipient shall be returned at the time of the Project's completion or disposed of in accordance with Audubon's instructions.
4. All right, title and interest to data collected pursuant to this Agreement (the "Data") shall be owned jointly by Audubon and Recipient. Both parties shall have the right to use, reproduce, distribute and make derivative works from the Data without reference to the other party. Other copyrightable materials (the "Materials") created pursuant to this Agreement shall be owned by Audubon. Material shall include all reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by Recipient, its employees, agents, or subcontractors.
5. Recipient will give appropriate credit to Audubon for its financial support in any and all press releases, publications, annual reports, video credits, dedications and other public communications regarding the Project. Recipient will provide Audubon with copies of such materials for review and approval prior to publication and as part of the reporting process. Acknowledgement of Audubon shall be made in the following manner: *"This Project is supported by Audubon."*
6. Recipient may publish or make a presentation on the research results from the Project; provided, however, that prior to any such publication or presentation Recipient will provide a copy of the proposed material to Audubon for advance review, protection of any intellectual property described therein, and for deletion of any

inadvertently-included Audubon confidential information. Upon receipt, Audubon may request an additional reasonable delay from the date of Audubon's receipt of Recipient's document. Recipient will forward two copies of any such publication to Audubon.

7. Notwithstanding anything to the contrary contained in this Agreement, Audubon may, at its sole discretion, immediately terminate this Agreement, with cause (which may include, without limitation, Recipient's failure to comply with any of the conditions of this Agreement) or without cause. In the event of termination, Audubon may cancel all unpaid installments under this Agreement. Audubon also reserves the right to recall all unexpended funds or be reimbursed by Recipient should Audubon, in its sole discretion, determine that funds have been expended in violation of the terms of this Agreement. Audubon will provide Recipient with written notice of such termination, the reasons therefor and the amount of all funds to be returned or reimbursed. Recipient shall return or reimburse Audubon for such funds within thirty (30) days of receipt of such notice. This Agreement may also be terminated by mutual agreement.
8. Recipient is expected to behave humanely toward animals encountered in fieldwork, and Recipient's behavior will be evaluated in this regard by Audubon. Recipients should note the following excerpt from the Animal Behavior Society's Guidelines for the Use of Animals in Research:

"Observation of free-living animals in their natural habitats may involve disruption, particularly if feeding, capture or marking is involved. While field studies further scientific knowledge and advance an awareness of human responsibility towards animal life, investigators, should always weigh any potential gain in knowledge against the adverse consequences of disruption for the animals used as subjects and also for other animals and plants in the ecosystem."

9. Recipient has no authority to enter contracts or agreements on behalf of Audubon unless agreed to by Audubon in writing. This Agreement does not create a partnership, joint venture or agency relationship between the parties hereto. It is understood that Recipient (or any of its employees or associates) is not an employee of Audubon and nothing in this Agreement confers such employee status upon Recipient or any of its employees or associates. Recipient acknowledges and agrees that it shall not be entitled to receive from Audubon any statutory or fringe benefits of any kind, including without being limited to those extended by Audubon to its own employees. Recipient declares that Recipient has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.
10. (a) Recipient shall comply with all applicable laws, regulations, policies and procedures of the United States of America or any agency thereof, including, but not limited to, the USA Patriot Act (Pub. L. No. 107-56) and the Foreign Corrupt Practices Act (Pub. L. No. 95-213), the State(s) where the project is to be performed or any agency thereof and any local governments or political subdivisions that may affect the performance of services under this Agreement.

(b) Recipient certifies that there was no conflict of interest in its application for this Agreement. Recipient further certifies that the funds provided for hereby will not be expended for payments that are, or give the appearance of, a conflict of interest, except as disclosed in writing to Audubon and allowed by Audubon prior to such expenditure.

(c) (1) Recipient certifies that the Recipient will not:

A. Attempt to influence legislation or support lobbying within the meaning of section 501(c)(3) of the U.S. Internal Revenue Code using any of the funds granted by Audubon; or

B. Use any portion of these funds to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to cause any private benefit to occur, or to take any other action inconsistent with Section 501(c)(3) of the U.S. Internal Revenue Code.

(2) Recipient shall abide by U.S., state and local laws with regard to non-discrimination with respect to individuals working under this Agreement on the basis of race, color, religion, sex, age, sexual orientation, disability, national or ethnic origin veteran status or any other prohibited basis.

11. Recipient agrees to indemnify, defend, save and hold harmless Audubon from and against all claims, demands, liabilities, suits, damages and costs of every kind and nature whatsoever, including court costs and attorney's fees, arising out of or caused by Recipient, its agents or employees in the performance of this Agreement.
12. This is the entire Agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements.
13. This Agreement shall not become effective unless and until its provisions have been agreed to by Recipient and the Agreement is duly executed by the parties hereto.
14. This Agreement is entered into in the State of New York and shall be construed in accordance with the internal substantive laws of New York applicable to contracts to be wholly performed therein. The parties agree that any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the State Courts of or the Federal court in the State and County of New York; except that in the event either party is sued by a third party or joined in any other Court or in any forum by a third party in respect of any matter which may give rise to a claim hereunder, the parties consent to the jurisdiction of such court or forum over any claim which may be asserted therein between the parties thereto. The parties hereto irrevocably waive any objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.

NATIONAL AUDUBON SOCIETY, INC.



Date: _____

Name:

Chief Financial Officer / Chief Operations Officer / Vice-President

Fallan Batchelor:

By:

Fallan Batchelor Date: *12/28/23*
 Print Name:
 Title: *Fallan R. Batchelor*

Exhibits A & B: Scope of Work and Budget Narrative

City of Orange Beach

Prepared by [Fallan Batchelor](#), Nicole Woerner
(fbatchelor@orangebeachal.gov), and Nicole Michel (nicole.michel@audubon.org)

PERSONNEL

Total \$ 7,200

Name	Project Role	Salary in Year 1	Year 1
Fallan Batchelor	Co-PI	\$45,000	\$7,200
		Total	\$7,200

Justification

The proposed budget includes 16% of annual salary in year 1 for Fallan Batchelor, Co-PI and the Coastal Stewardship Coordinator for the City of Orange Beach. The Coastal Stewardship Coordinator will oversee and advise site selection, implement all stewardship activities in Orange Beach, Alabama. The coordinator is also responsible for public relations to include advertisement and awareness to the general public, and for any type of coordination with private land owners and utility companies. She will also participate in in-person meetings, webinars, and conference calls and contribute to manuscript and report preparation.

FRINGE BENEFITS

Total \$ 2,160

Name	Project Role	Fringe Rate	Year 1
Fallan Batchelor	Co-PI	30%	\$ 2,160
		Total	\$ 2,160

Justification

All full-time professional positions have a fringe benefit rate of 30%. Fringe benefits include FICA, 403(b) match, pension, and medical, disability, life, and unemployment insurance.

TRAVEL-DOMESTIC**Total \$0.00**

No travel expenses are requested.

EQUIPMENT**Total \$0.00**

No equipment expenses are required.

SUPPLIES**Total \$500**

Supplies	Year	Amount
Monitoring and Stewardship	1	\$500
Supplies, Signage Materials		

Justification

We have included \$500 per year to cover the costs of materials for building new signs, stewardship supplies (e.g., clipboards, pens, paper for flyers), and monitoring supplies (e.g., banding supplies, field notebooks).

CONTRACTUAL**Total \$0.00**

No contractual expenses are requested.

OTHER**Total \$500**

Design and Printing Fees	Year	Amount
Design and Printing of	1	\$500
Signage and Outreach Materials		

Justification

We have included \$500 per year to cover the costs of design and printing of signage and outreach materials (e.g., flyers).

TOTAL DIRECT COSTS**\$10,360**

Category	Year 1
Personnel	\$7,200
Fringe	\$2,160
Travel	
Equipment	
Supplies	\$500
Contractual	
Other	\$500
Total Direct Costs	\$10,360

INDIRECT COSTS (17.5%)**\$ 1,813**

Category	Year 1
Total Indirect Cost Base	\$10,360
Indirect (17.5%)	\$1,813
Total Costs	\$12,173

The rate is 17.5% and is computed on the following cost base of **\$ 10,360** which is total direct charges (Personnel, Fringe, Supplies, Other) minus equipment (\$0) and contractual (\$0).

TOTALS-DIRECT and INDIRECT COSTS**\$ 12,173**

FORM CD-450 (REV 10/18)		U. S. DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE AWARD		☐ GRANT ☒ COOPERATIVE AGREEMENT	
RECIPIENT NAME NATIONAL AUDUBON SOCIETY, INC.		FEDERAL AWARD ID NUMBER NA23NOS4510307			
		PERIOD OF PERFORMANCE 10/01/2023-09/30/2028			
STREET ADDRESS 225 VARICK ST 7TH FL		FEDERAL SHARE OF COST \$237,485.00			
CITY, STATE, ZIP CODE NEW YORK NY 10014-4396		RECIPIENT SHARE OF COST \$0.00			
AUTHORITY Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf States Act of 2012 (RESTORE Act) (Public Law 112-141,		TOTAL ESTIMATED COST \$237,485.00			
CFDA NO. AND NAME 11.451 Gulf Coast Ecosystem Restoration Science, Observation, Monitoring, and Technology					
PROJECT TITLE Evaluating efficacy of stewardship actions for vulnerable Gulf of Mexico coastal birds through co-production between scientists and resource managers					
This Award Document (Form CD-450) signed by the Grants Officer constitutes an obligation of Federal funding. By signing this Form CD-450, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, the Form CD-450 must be signed by an authorized representative of the Recipient and returned to the Grants Officer. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Award offer and de-obligate the funds. ☒ DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS ☒ R & D AWARD ☒ FEDERAL-WIDE RESEARCH TERMS AND CONDITIONS, AS ADOPTED BY THE DEPT. OF COMMERCE ☒ BUREAU SPECIFIC ADMINISTRATIVE STANDARD AWARD CONDITIONS ☒ SPECIFIC AWARD CONDITIONS ☒ LINE ITEM BUDGET ☒ 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101 ☐ 48 CFR PART 31, CONTRACT COST PRINCIPLES AND PROCEDURES ☒ DEPARTMENT OF COMMERCE PRE-AWARD NOTIFICATION REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS (REF: 79 FR78390) ☒ MULTI-YEAR AWARD. PLEASE SEE THE MULTI-YEAR SPECIFIC AWARD CONDITION. ☒ OTHER(S): This award is being made under competitive Funding Opportunity Number NOAA-NOS-NCCOS-2022-2007377 posted at Grants.gov on 06/28/2022.					
SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER Jewel Linzey				DATE 09/11/2023	
PRINTED NAME, PRINTED TITLE AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL				DATE	

Specific Award Conditions

Award Number:

NA23NOS4510307

Amendment Number:

O

1) New Award SAC

This award number NA23NOS4510307, to the NATIONAL AUDUBON SOCIETY, INC. , supports the work described in the Recipient's proposal entitled "Evaluating efficacy of stewardship actions for vulnerable Gulf of Mexico coastal birds through co-production between scientists and resource managers" dated 12/01/2022, and revisions dated 6/27/2023, 8/28/2023, 9/01/2023, 9/06/2023, which is incorporated into the award by reference. Where the terms of the award and proposal differ, the terms of the award shall prevail.

2) Multi-Year Special Award Condition

(MULTI-YEAR) The award period and budget(s) incorporated into this award cover a 5-year period for a total amount of \$1,964,542 in Federal funds. However, Federal funding available at this time is limited to \$237,485 for this funding period. Receipt of any prospective funding is contingent upon the availability of funds from Congress, satisfactory performance, continued relevance to program objectives, and will be at the sole discretion of the Department of Commerce. The Department of Commerce is not liable for any obligations, expenditures, or commitments which involve any amount in excess of the Federal amount presently available. The Recipient will be responsible for any and all termination costs it may incur should prospective funding not become available. No legal liability will exist or result on the part of the Federal Government for payment of any portion of the remaining funds which have not been made available under the award. Notifications affecting funding or notice of non-availability of additional funding for prospective years will be made only by the Grants Officer. The amendment to obligate prospective funding available shall be made on Form CD-451, Amendment to Financial Assistance Award, if at all possible prior to the expiration of each year's activities.

The funding period for this award is 10/01/2023 through 09/30/2024 and may be extended through 09/30/2028.

3) Cooperative Agreement

This award is created as a cooperative agreement because of the substantial involvement of NOAA or other federal scientists in the award activity. The NOAA RESTORE Science Program's Associate Director or an appropriate designee will work in close collaboration with project's Principal Investigator(s) to ensure that research findings, products, and/or tools are effectively applied to inform Gulf of Mexico resource management. Throughout the life-cycle of the project the Associate Director (or an appropriate designee) will conduct monitoring and oversight of the award to ensure that proposed milestones, outputs, and outcomes are being met. In addition, the Associate Director (or an appropriate designee) may: (1) participate actively with Principal Investigators to develop necessary links with resource management agencies and other stakeholders; (2) lead, catalyze, and/or support national and regional coordination and/or collaboration, planning, and implementation efforts; (3) communicate outputs and outcomes of projects via press releases, NOAA and regional newsletters, social networking, briefings to NOAA management and partner programs, special journal issues, and

sessions at professional conferences; and/or (4) actively engage partners and potential users of research products and outputs inside and outside of NOAA to support the delivery and transition of project results to management application. The Associate Director or an appropriate designee will participate in an annual meeting throughout the duration of the project with the Principal Investigators and key members of the research team.

4) Performance Progress Reports

Semi-annual and Comprehensive Final Progress Reports are special award requirements that use the National Centers for Coastal Ocean Science (NCCOS)/RESTORE Science Program prescribed formats. Progress reports are due semi-annually and a comprehensive final report is due 120 days after the closing date of the award. For this purpose, NCCOS/RESTORE has received Office of Management and Budget (OMB) clearance under Approval # 0648-0384, expiration date of 1/31/2025.

Public reporting burden for the semi-annual, Gantt chart, and final progress reports collection of information is estimated to average 9 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspects of this collection of information, including suggestions for reducing this burden, to Laurie.Golden@noaa.gov. Notwithstanding any other provision of law, no person is required to respond to, nor shall any person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act, unless that collection displays a currently valid OMB control number.

Completion of some aspects of this award requires the recipient to maintain one or more permits or approvals. Prior to continuation of fieldwork, award recipients must provide a copy of each permit that requires annual renewal or expired during the previous year to the Associate Director of the RESTORE Science Program (frank.parker@noaa.gov).

5) Environmental Data / Peer-reviewed Publications

1. Data Sharing: Environmental data collected or created under this Grant, Cooperative Agreement, or Contract must be made publicly visible and accessible in a timely manner, free of charge or at minimal cost that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse: data must be encoded in a machine-readable format, preferably using existing open format standards; data must be sufficiently documented, preferably using open metadata standards, to enable users to independently read and understand the data. The location (internet address) of the data should be included in the final report. Pursuant to NOAA Information Quality Guidelines (http://www.cio.noaa.gov/services_programs/IQ_Guidelines_103014.html), data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata. Failure to perform quality control does not constitute an excuse not to share data. Data without QC are considered "experimental products" and their dissemination must be accompanied by explicit limitations on their quality or by an indicated degree of uncertainty. verification and reproducibility of the results.

2. Timeliness: Data accessibility must occur no later than publication of a peer-reviewed article based on the data, or two years after the data are collected and verified, or two years after the original end date of the grant (not including any

extensions or follow-on funding), whichever is soonest, unless a delay has been authorized by the NOAA funding program.

3. Disclaimer: Data produced under this award and made available to the public must be accompanied by the following statement: "These data and related items of information have not been formally disseminated by NOAA, and do not represent any agency determination, view, or policy."

4. Failure to Share Data: Failing or delaying to make environmental data accessible in accordance with the submitted Data Management Plan, unless authorized by the NOAA Program, may lead to enforcement actions, and will be considered by NOAA when making future award decisions. Funding recipients are responsible for ensuring these conditions are also met by sub-recipients and subcontractors.

5. Funding acknowledgement: Federal funding sources shall be identified in all scholarly publications. An Acknowledgements section shall be included in the body of the publication and include the following: "This paper is a result of research funded by the National Oceanic and Atmospheric Administration's RESTORE Science Program under award [insert Grant Number] to [insert Institution(s)]." In addition, funding sources shall be reported during the publication submission process using the FundRef mechanism (<http://www.crossref.org/fundref/>) if supported by the Publisher.

6. Manuscript submission: The final pre-publication manuscripts of scholarly publications produced with NOAA funding shall be submitted to the NOAA Institutional Repository at <http://library.noaa.gov/repository> after acceptance, and no later than upon publication of the paper by a journal. NOAA will produce a publicly visible catalog entry directing users to the published version of the article. After an embargo period of one year after publication, NOAA shall make the manuscript itself publicly visible, free of charge, while continuing to direct users to the published version of record.

7. Data Citation: Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher, using unambiguous labels such as Digital Object Identifiers (DOIs). All data and derived products that are used to support the conclusions of a peer-reviewed publication must be made available in a form that permits verification and reproducibility of the results.

6) National Environmental Policy Act (NEPA)

Because of an ongoing consultation(s), National Environmental Policy Act (NEPA) review for this award is incomplete and will not be completed prior to the project start date. No fieldwork for this project may begin until the consultation(s) has been completed and protective measures (if any) have been incorporated. An addendum to the current signed NEPA documentation will be completed that includes any required protective measures resulting from the consultation.

Fieldwork may begin once the addendum is signed by the Program Office, a copy is uploaded to the Grants Online file for this award, and this Special Award Condition is officially removed.

AMENDMENT TO SUBRECIPIENT AGREEMENT

This Amendment (“Amendment”) to the Subrecipient Agreement (the “Agreement”) by and between the City of Orange Beach (“Recipient”) and National Audubon Society, Inc. (“Audubon”), dated as of January 9, 2024, is made as of October 6, 2026, by and between Audubon and “Recipient”.

WHEREAS, Recipient and Audubon each desire to amend the Agreement.

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants contained herein, the parties hereto agree to amend the Agreement as follows:

1. Change end date from 09/30/2026 to 09/30/2027
2. Changed the scope of work to include a fourth year of field work, analysis, writing, meeting participation, and conference presentations. See the attached “Orange Beach Year 4 Subcontract Exhibits A B C D.pdf” for full details of the revised scope of work.
3. Added RESTORE Year 4 (10/1/2026 – 9/30/2027) funds, increasing the total subcontract from \$83,261 (for Years 1-3) to \$118,805 (for Years 1 - 4).

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

RECIPIENT

BY: _____

NATIONAL AUDUBON SOCIETY, INC.

BY: _____



CITY OF ORANGE BEACH

To: Mayor and Council
From: Nicole Woerner, Coastal Resources Assistant Director
Date: September 11, 2026
Subject: Amendment to the Agreement with the National Audubon Society

ITEM DESCRIPTION:

Resolution authorizing the execution of an amendment to the grant award agreement with the National Audubon Society for the Stewardship of Coastal Alabama Beach Nesting Bird Habitat.

BACKGROUND INFORMATION:

This grant in conjunction with the Alabama DCNR/National Audubon covers 100% of the Coastal Stewardship Coordinator's salary, supplies, and other operating expenses.

As stated in the scope of work,, the Coastal Stewardship Coordinator will oversee and advise site selection and implement all stewardship activities in Orange Beach, Alabama. The coordinator is also responsible for public relations to include advertisement and awareness to the general public, and for any type of coordination with private land owners and utility companies. She will also participate in in-person meetings, webinars, and conference calls and contribute to manuscript and report preparation. She is also responsible for collecting human disturbance, bird behavioral data, and implementing community based social marketing campaigns at nesting areas throughout the city.

ACTION OPTIONS / RECOMMENDATION:

Approve the amendment.

SOURCE OF FUNDING:

100-53007-148-GB0001 Audubon

BUDGETED:

Yes

ATTACHMENTS:

None.

DEPARTMENT:

Coastal Resources

STAFF CONTACT:

Nicole Woerner



**REGULAR COMMITTEE OF THE WHOLE MEETING
SEPTEMBER 15, 2026**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a performance contract with Carolyn K. Collins for water fitness instruction at the Aquatics Center. (JL/NA)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 10-06-26 26-xxx Authorize Performance Contract Carolyn Collins Water Fitness Aquatics Center
2. 2026.09.11 Performance Contract Carolyn Collins Water Fitness Aquatics Center

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
PERFORMANCE CONTRACT WITH CAROLYN K. COLLINS
FOR WATER FITNESS INSTRUCTION AT THE AQUATICS CENTER**

FINDINGS:

1. The City of Orange Beach has reached an agreement (attached Exhibit A) with Carolyn K. Collins whereby Carolyn K. Collins will provide water fitness instruction at the Orange Beach Aquatics Center.
2. After having reviewed the agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

1. That the Council authorizes the Mayor and City Clerk to execute and attest, respectively, the agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and Carolyn K. Collins 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 6th DAY OF OCTOBER, 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 October 6, 2026.

City Clerk

PERFORMANCE CONTRACT

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

1. Recitals:

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

2. Contractor’s Obligations:

- a. Contractor shall provide substitute water fitness instruction at the Orange Beach Aquatics Center on an as needed basis when assigned by the City.
- b. Contractor must possess a current certification from (at least) one of the following nationally recognized certifying agencies: Aquatic Exercise Association (AEA), United States Water Fitness Association (USWFA), FiTour, and/or YMCA. (Certifications from organizations not listed may be accepted, pending approval by the Aquatics Facility Director).
- c. Contractor must maintain a current Orange Beach Business License throughout the term of this Agreement.
- d. Contractor shall conduct each substitute class accepted and assigned by the City, regardless of the number of participants present at the scheduled class time, unless otherwise directed by the Aquatics Facility Director.
- e. Pre-determined cancellations must be decided no less than two hours prior to class time pursuant to the following policy:
 - i. Contractor may make recommendations for cancellations in cases of emergencies, illness, weather, or other unforeseen circumstances that may prevent them from conducting their scheduled classes.
 - ii. The final decision regarding cancellations will be made by the Aquatics Facility Director to ensure operational consistency.
 - iii. Contractor must notify the Aquatics Facility Director as soon as possible in the event of a potential cancellation. Advance notice allows for appropriate arrangements to be made to minimize disruption to the schedule.
 - iv. Contractor agrees to promptly notify the Aquatics Facility Director of any illness, injury, medical condition, or other circumstance that may affect their ability to safely perform their duties. If the Contractor experiences any such condition or injury, they may be required to provide a written fit-for-duty clearance from a licensed physician, confirming they are medically able to safely resume teaching water fitness classes before returning to those duties.
 - v. Whenever possible, substitute contractors should be used to minimize the impact on the community and ensure continuity of service.
 - vi. Failure to adhere to this cancellation policy may result in penalties, including but not limited to a reduction in scheduled hours or termination of instructor’s contract.

- vii. The City of Orange Beach reserves the right to cancel classes, combine or divide classes, change the time, date or place of classes, change the contract instructor and make other changes which become necessary for the best interests of the City and its participants.
- f. Contractor will hold classes for a minimum of fifty minutes.
- 3. City's Obligations:
 - a. City agrees to make available during normal operational hours lanes 5 and 6 and the deep end of the Aquatics Center for the Contractor to teach classes.
 - b. City agrees to provide all necessary equipment for Contractor's water fitness classes.
- 4. Compensation:

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

The term of this agreement shall begin on October 1, 2026, and end on November 30, 2026, unless terminated earlier in accordance with paragraph 11. This agreement may be renewed annually by resolution adopted by the City Council. Classes will not be held during the months of January and December.
- 6. Independent Contractor:
 - a. Notwithstanding any of the provisions of this Agreement, it is agreed that City has no financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor, nor shall Contractor at any time or times use the name or credit of City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.
 - b. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an Independent Contractor in every respect and shall take all steps at its own expense, as City may from time-to-time request, to indicate that it is an Independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefor.
- 7. Assignment:

Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City; which such consent shall be granted or denied solely at City's discretion.
- 8. Insurance:
 - a. Contractor shall procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor under this Agreement, including the following, at a minimum:
 - i. Worker's compensation insurance as required by law; and
 - ii. Commercial general liability insurance with minimum coverage limits of \$100,000 per person and \$500,000 per occurrence, naming the City of Orange Beach and the City's officers,

employees, and consultants as additional insured. The policy shall be with a carrier and in a form acceptable to the City at the City's sole discretion.

- b. Any insurance carried by the City, its officers, or its employees or contractors is excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.
- c. Contractor shall provide to the City a Certificate of Insurance as evidence that required policies are in full force and effect.

9. Indemnity:

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

10. Compliance with Law:

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

11. Termination:

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

12. Final Agreement:

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

13. Modifications:

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

14. Severability:

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

15. Law Governing:

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

16. Permits, Licensing, etc:

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

17. Confidentiality:

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

18. Notices:

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

City of Orange Beach:

City Clerk
Post Office Box 458
Orange Beach, Alabama 36561

With Required Copy to:

City Attorney
Post Office Box 458
Orange Beach, Alabama 36561

And to Contractor:

Carolyn K. Collins
27580 Canal Road #1305
Orange Beach, AL 36561

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

CITY OF ORANGE BEACH,
An Alabama Municipal Corporation

By: _____
Tony Kennon, Mayor

ATTEST:

Renee Eberly, City Clerk

CONTRACTOR

By: _____
Carolyn K. Collins

STATE OF ALABAMA

COUNTY OF BALDWIN

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

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

(SEAL)

Notary Public
My Commission Expires: _____

STATE OF ALABAMA

COUNTY OF BALDWIN

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

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

(SEAL)

Notary Public
My Commission Expires: _____



**REGULAR COMMITTEE OF THE WHOLE MEETING
SEPTEMBER 15, 2026**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of a software service agreement with Governmentjobs.com, Inc., dba NeoGov, for Learn, Policy, and Recall product subscriptions. (MB)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 10-06-26 26-xxx Authorize Software Agreement NeoGov Policy Recall Learn HR
2. 2026.08.18 Agenda Memo - HR NEOGOV Policy Recall Learn
3. 2026.09.11 Software Service Agreement NeoGov Policy Recall Learn HR

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
SOFTWARE SERVICE AGREEMENT WITH
GOVERNMENTJOBS.COM, INC. (DBA NEOGOV)
FOR LEARN, POLICY, AND RECALL PRODUCT SUBSCRIPTIONS**

FINDINGS:

1. The City currently utilizes NeoGov in multiple capacities for Human Resources management.
2. The City's Human Resources Department wishes to expand upon its current use of NeoGov software to include the Policy, Recall, and Learn products to centralize tracking of employee training, record keeping of employee certifications, and to standardize new hire training across departments.
3. The City and NeoGov have reached an agreement (attached hereto Exhibit A) whereby NeoGov shall provide the City with the extension of its software specifically designed for the above-described capabilities in exchange for compensation as described in Exhibit A. NeoGov shall assist in the implementation and ongoing maintenance of said software.
4. After having reviewed the attached agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

1. That the City Council authorizes the Mayor and City Clerk to execute and attest, respectively, the agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and GovernmentJobs.com, Inc., doing business as NeoGov, 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 6th DAY OF OCTOBER, 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 October 6, 2026.

City Clerk



CITY OF ORANGE BEACH

To: Mayor and Council
From: Michelle Bugos, Executive Director – Human Resources
Date: September 15, 2026
Subject: Resolution to Approve NEOGOV Contract

ITEM DESCRIPTION:

Contract with NEOGOV for Policy Product Subscription, Recall Product Subscription, Learn Product Subscription, and Single Sign On Service Subscription.

BACKGROUND INFORMATION:

Executive Summary

To support organizational growth, maintain compliance, and optimize workforce development, I propose investment in NEOGOV Policy, Recall, and Learn products. Currently, our training processes rely on manual tracking and fragmented content delivery, creating operational inefficiencies, compliance risks, and limited visibility into employee performance.

Implementing a NEOGOV Policy, Recall, and Learn will automate training delivery, reduce administrative overhead, ensure audit-ready compliance, and accelerate time-to-productivity for new hires.

Core Business Objectives & Value Drivers

1. **Operations & Administrative Efficiency**
 - **Eliminate Manual Overhead:** Centralizing training eliminates manual tracking in spreadsheets, automated email reminders, and paper record-keeping.
 - **Scalable Delivery:** Allows the organization to train distributed, remote, and hybrid teams simultaneously without doubling operational costs.
2. **Risk Mitigation & Compliance Management**
 - **Audit-Ready Documentation:** Centralized record-keeping creates automated, real-time audit trails for mandatory safety, regulatory, and compliance training.
 - **Proactive Expiration Tracking:** Automatic notifications for recurring certifications prevent lapsed credentials, mitigating legal and financial liability.
3. **Onboarding & Time-to-Productivity**
 - **Standardized Onboarding:** Standardizes new hire training across departments, while ensuring consistent delivery of knowledge.
 - **Faster Contribution:** Accelerates employee ramp-up time, allowing new hires to reach full productivity faster.

4. Upskilling, Reskilling, & Retention

- **Targeted Learning Paths:** Enables role-specific learning pathways that support employee career progression and critical skill development.
- **Improved Retention:** Structured professional development directly impacts employee retention, reducing costly turnover in core operational areas.

Key Capabilities Required

The selected solution will meet the following baseline requirements:

- **Integrations:** Direct API integration with our existing HRIS/Payroll system to automate user provisioning and deprovisioning.
- **Mobile Access:** Native mobile support to enable flexible learning on any device.
- **Analytics & Reporting:** Executive dashboards with real-time tracking of completion rates, skill gaps, and assessment scores.

Recommendation & Next Steps

Investing in NEOGOV Policy, Recall, and Learn transitions our learning and development function from a reactive administrative overhead into a strategic driver of organizational performance.

ACTION OPTIONS / RECOMMENDATION:

Approve the NEOGOV subscriptions, effective January 1, 2027.

SOURCE OF FUNDING:

Budgeted in FY27 budget.

BUDGETED:

Yes

ATTACHMENTS:

Quote for two year subscriptions and supporting documentation.

DEPARTMENT:

Human Resources

STAFF CONTACT:

Michelle Bugos

THIS IS NOT AN INVOICE

Contract Records		Order Details	
Account Number:	A-691588	Order #:	Q-452986
Customer:	Orange Beach, City of (AL)	Valid Until:	10/31/2026
Effective Employee Count:	506		
Sales Rep:	Mitch Boland		

Customer Contact		Shipping Contact	
Billing Contact:	Orange Beach, City of (AL) Michelle Bugos	Shipping Contact :	Orange Beach, City of (AL) Michelle Bugos
Billing Address:	4099 Orange Beach Boulevard Orange Beach, AL 36561	Shipping Address:	4099 Orange Beach Boulevard Orange Beach, AL 36561
Billing Contact Email:	mbugos@orangebeachal.gov	Shipping Contact Email:	mbugos@orangebeachal.gov
Billing Phone:	251-981-6779	Shipping Phone:	251-981-6779

Payment Terms		Notes:
Payment Term:	Net 30	
PO Number:		

Subscription Service

Year 1
40% discount on all subscription fees.
75% discount on all setup fees.

Item	Type	Start Date	End Date	License Type	Total (USD)
Learn Subscription	Recurring	1/1/2027	12/31/2027	Employee Based	\$19,735.20
Learn Setup	Services			Employee Based	\$2,141.25
PowerPolicy Professional Subscription	Recurring	1/1/2027	12/31/2027	Employee Based	\$15,559.80
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.					
PowerPolicy Professional Setup	Services			Employee Based	\$827.00
This package includes implementation services to ensure a successful setup and launch of PowerPolicy. An Implementation Consultant will be assigned to work with the customer's project leader and includes: Kickoff Call, Technical Set Up (User Import / SSO - if purchased), Document Upload Service, Group Structure Setup/Training, Workflow Setup/Training, Document Functionality Training, Training Module Setup/Training (if purchased), Standards Setup/Training (if purchased), and a Rollout Prep call. Once Implementation is complete, the customer will be transitioned to their Customer Success Manager.					
Recall Subscription	Recurring	1/1/2027	12/31/2027	Employee Based	\$7,779.60
Recall is a training tool that auto-generates flashcards, focusing on enhancing employee comprehension and retention through spaced repetition and real-time analytics.					
Recall Setup	Services			Employee Based	\$630.00
Services to set up Recall for an organization include enabling the Recall product, creating standard deck templates for various training scenarios, onboarding on the use of AI service and other configuration. Additionally, access to online training courses for administrators, online guidance from a Recall implementation consultant during initial setup and implementation, and analytics setup for tracking employee progress and comprehension.					
PowerPolicy SSO	Recurring	1/1/2027	12/31/2027	Employee Based	\$774.00

Item	Type	Start Date	End Date	License Type	Total (USD)
Single Sign On Service Subscription					
Year 1 TOTAL:					\$47,446.85

Year 2

2028 Pricing

Item	Type	Start Date	End Date	License Type	Total (USD)
Learn Subscription	Recurring	1/1/2028	12/31/2028	Employee Based	\$34,536.60
PowerPolicy Professional Subscription	Recurring	1/1/2028	12/31/2028	Employee Based	\$27,229.65
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.					
Recall Subscription	Recurring	1/1/2028	12/31/2028	Employee Based	\$13,614.30
Recall is a training tool that auto-generates flashcards, focusing on enhancing employee comprehension and retention through spaced repetition and real-time analytics.					
PowerPolicy SSO	Recurring	1/1/2028	12/31/2028	Employee Based	\$1,354.50
Single Sign On Service Subscription					
Year 2 TOTAL:					\$76,735.05

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions:

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

Payment Terms: All invoices issued hereunder are **due upon the invoice due date**. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Order Form are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to GovernmentJobs.com, Inc., (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract between the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (d/b/a NEOGOV) and Customer, this Order Form and the services provided hereunder are subject to the terms and conditions set forth in the Agreement Q-16488 executed between NEOGOV and Orange Beach, City of (AL) on July 10, 2024 (the "Agreement"), together with all addenda, exhibits, policies, and supplemental terms posted on or referenced in the NEOGOV Site, including, as applicable, the product addenda corresponding to the products subscribed to under this Order Form; professional services addenda applicable to any purchased professional, implementation, onboarding, configuration, or setup services; data processing terms; service level terms; AI-related terms; and other service-specific terms and policies, all of which are incorporated herein by reference. The Effective Date (as defined in the terms and conditions) shall be the Subscription Start Date.

Find a copy of our [W-9 here](#).

Special Condition:

If this Order Form is executed and/or returned to NEOGOV by the Customer after the Subscription Start Date stated in this Order Form, NEOGOV may adjust the Subscription Start Date and the corresponding Subscription End Date, without increasing the total fees, based on the date NEOGOV

activates the subscription, provided the total length of the subscription term does not change. Following activation, any adjustments to such Subscription Start Date and Subscription End Date may be confirmed by reference to the invoice sent by NEOGOV.

Your signature below constitutes acceptance of terms herein and contractual commitment to purchase the items listed above.

Accepted and Agreed By Authorized Representative of:
Orange Beach, City of (AL)

Signature: _____

Printed Name: _____

Title: _____

Date _____

Accepted and Agreed By Authorized Representative of:
NEOGOV

Signature: _____

Printed Name: _____

Title: _____

Date _____

NEOGOV LEGAL
AC
9:43 am, Sep 09 2026

THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.



**REGULAR COMMITTEE OF THE WHOLE MEETING
SEPTEMBER 15, 2026**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of a product agreement with Motorola Solutions, Inc., for a Drone as First Responder trial program. (TJ)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 10-06-26 26-xxx Authorize Product Agreement First Responder Guardian Drone Police
2. 2026.09.03 Product Agreement Motorola Solutions First Responder Guardian Drone Police

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
PRODUCT AGREEMENT WITH MOTOROLA SOLUTIONS, INC.
FOR A DRONE AS FIRST RESPONDER TRIAL PROGRAM**

FINDINGS:

1. The City of Orange Beach Police Department desires to demo a Drone as First Responder program being offered by Motorola Solutions, Inc., for one year at no charge.
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.

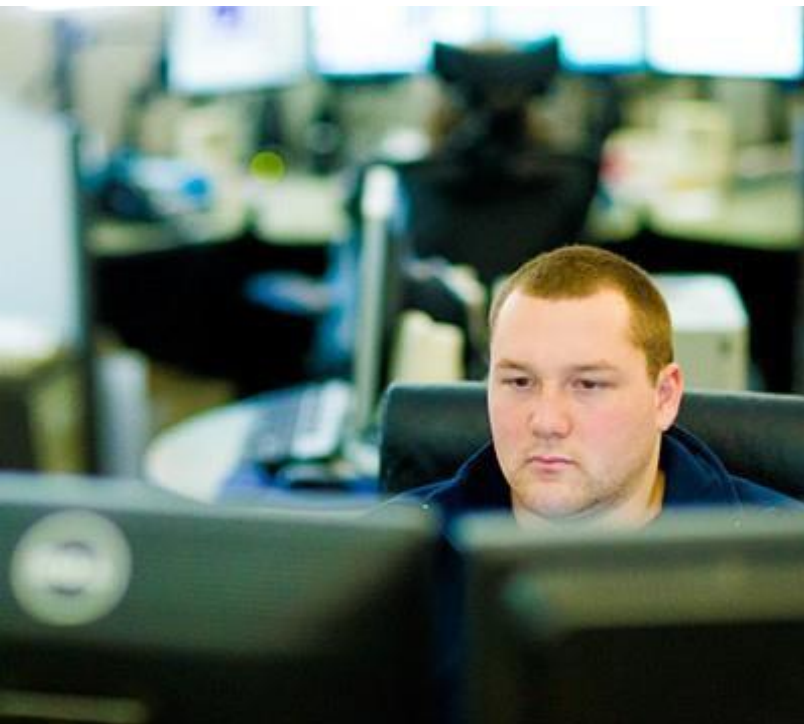
ADOPTED THIS 6th DAY OF OCTOBER, 2026.

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 October 6, 2026.

City Clerk



ORANGE BEACH, CITY OF

09/03/2026

ORANGE BEACH, CITY OF
4099 ORANGE BEACH BLVD
ORANGE BEACH, AL 36561

Dear Deputy Chief Rodney Kirchharr,

We're excited to present the **BRINC MSI Takeoff Program**, built in partnership between BRINC and Motorola Solutions to give every public safety agency access to a reliable, cost-effective, and purpose-built air program.

Too often, agencies are forced to choose between expensive aviation solutions or tools not designed for the realities of public safety work. The Takeoff Program changes that. Together with BRINC, we're making it simple for agencies to stand up Drone as First Responder (DFR) programs that:

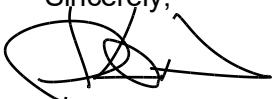
- **Fit within real budgets with the first year at no cost**
- **Rely on technology built for first responders**, not adapted from consumer or inspection hardware
- **Integrate directly into existing Motorola systems** like Command Central Software, radios and ALPR
- **Include full training and support** so teams are mission-ready from day one

We believe every community deserves the benefits of a DFR program---safer officers, lower response times, and better outcomes for the public. The Takeoff Program helps make that possible for every agency ready to deploy an air program. We are confident that Motorola Solutions' ongoing commitment to safety, innovation, and mission-critical performance, combined with BRINC's cutting-edge drone technology, will deliver significant value to your operations.

This offer is subject to the attached Products Agreement and TAKEOFF Program Addendum, and expires 60 days from the date of this letter.

Please let us know when we can schedule time to review this proposal in more detail. Thank you for your leadership and commitment to serving your community. We're honored to support you.

Sincerely,



David Redus
Sr. Manager
Motorola Solutions

Billing Address:

ORANGE BEACH, CITY OF
4099 ORANGE BEACH BLVD
ORANGE BEACH, AL 36561
US

Shipping Address:

ORANGE BEACH POLICE
ORANGE BEACH, CITY OF
4099 ORANGE BEACH BLVD
ORANGE BEACH, AL 36561
US

Quote Date:09/03/2026

Expiration Date:10/12/2026

Quote Created By:

David Redus
Sr. Manager
David.Redus@motorolasolutions.com
727-456-8840

End Customer:

ORANGE BEACH, CITY OF
Deputy Chief Rodney Kirchharr
rkirchharr@orangebeachal.gov
251-597-0957
Payment Terms:30 NET

Summary:

Year	Item Number	Description	QTY	TERM	Sale Price	Ext. Sale Price
Year 1 trial	BRINC	1 Guardian Station-Based DFR	1	1 Years	\$0.00	\$0.00
Year 1 trial	BRINC	LEMUR 2 Safeguard Takeoff	1	1 Years	\$0.00	\$0.00
Total:						\$0.00

Notes:

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.

Motorola will invoice Customer annually in advance of each year of the Subscription Term following the no cost period.

Takeoff Program term structure:

Year 1: No cost period includes right to exercise termination for convenience at any point within the first year. Automatic Renewal of Contract into paid performance period unless notified within 90 days of Cancellation.



PRODUCTS AGREEMENT

This Products Agreement (this “**Agreement**”) is entered into between **Motorola Solutions Inc.**, (“**Seller**” or “**Motorola**”) and the entity set forth in section I(b) (“**Customer**”) as of the date last signed below (“**Effective Date**”). Seller and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”.

I. Seller and Customer Information

(a)	Seller	Motorola Solutions Inc.
(b)	Customer	Name: Orange Beach Police Department Address: 4480 Orange Beach Blvd, Orange Beach AL 36561 Contact: Deputy Chief Rodney Kirchharr

II. Transaction Details

(a)	Proposal	Proposal No.3495942_____ Date: 07/13/2026_____ Motorola will provide Customer with the products and services set forth in the proposal dated above (the “Proposal”), a copy of which is attached hereto and incorporated herein.
(b)	Pricing	Pricing for products and services being purchased by Customer is set forth in the Proposal.
(c)	Term and Conditions	The Parties acknowledge and agree that the terms of the Motorola Customer Agreement (“MCA”), including all applicable addenda, located at Motorola Solutions Customer Agreement . are incorporated herein and shall apply to the products and services provided to Customer as set forth in the Proposal.

III. Entire Agreement

This Agreement, including the Proposal and any terms and conditions referenced herein, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement 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 shall 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, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. 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 or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document, and the terms of this Agreement will take precedence.

CUSTOMER: By: _____ Print Name: _____ Title: _____ Date: _____	MOTOROLA SOLUTIONS INC.  By: _____ Print Name: David Redus _____ Title: Sr. Manager _____ Date: 07/13/2026 _____
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The City may elect to extend year one contract to a new three year contract at the Contract price listed.

Year		Description				Annual Price
Year 1 Paid Subscription	Brinc	1 LEMUR 2 Safeguard Takeoff 1 Guardian Station-Based DFR				. \$175,998.00
Year 2 Paid Subscription	Brinc	1 LEMUR 2 Safeguard Takeoff 1 Guardian Station-Based DFR				\$175,998.00
Year 3 Paid Subscription	Brinc	1 LEMUR 2 Safeguard Takeoff 1 Guardian Station-Based DFR				\$175,998.00
	Grand Total					\$527,994.00

Drone as First Responder

How It Works

Utilizing strategically positioned drones operated by remote pilots, the BRINC DFR solution provides **advanced air support capabilities.**

These drones are designed to arrive on scene ahead of traditional patrol units, delivering real-time situational awareness and enhancing response effectiveness.

01

Call for service received.



02

Drone automatically responds.



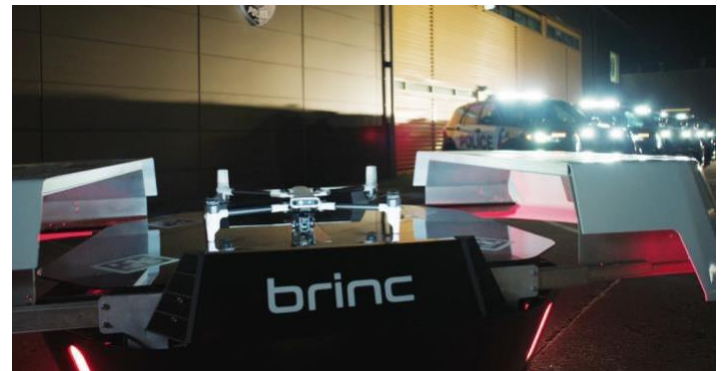
03

Drone provides live video feed with the capability for two-way communication.



04

Drone autonomously returns to Station and lands.



Measures of Success

Agencies adopting **Drone as First Responder(DFR)** programs have seen significant improvements in response times, situational awareness, and resource efficiency. By deploying drones within seconds of an emergency call, agencies can assess incidents faster, reduce risks to first responders, and make data-driven decisions that enhance public safety.

70 seconds

Average on-scene visibility

25% of calls

Resolved without dispatching officers

54% quicker

Human response times as drones clear non-priority calls

>700 public safety agencies

Fly BRINC drones

With the BRINC Drone as First Responder solution public safety agencies will see an immediate impact

Increase Officer Safety



Get eyes and ears in dangerous situations without risking lives and before officers arrive

Reduce Use of Force



Create distance and slow down the speed of operations with technology

Deliver Lifesaving Payloads



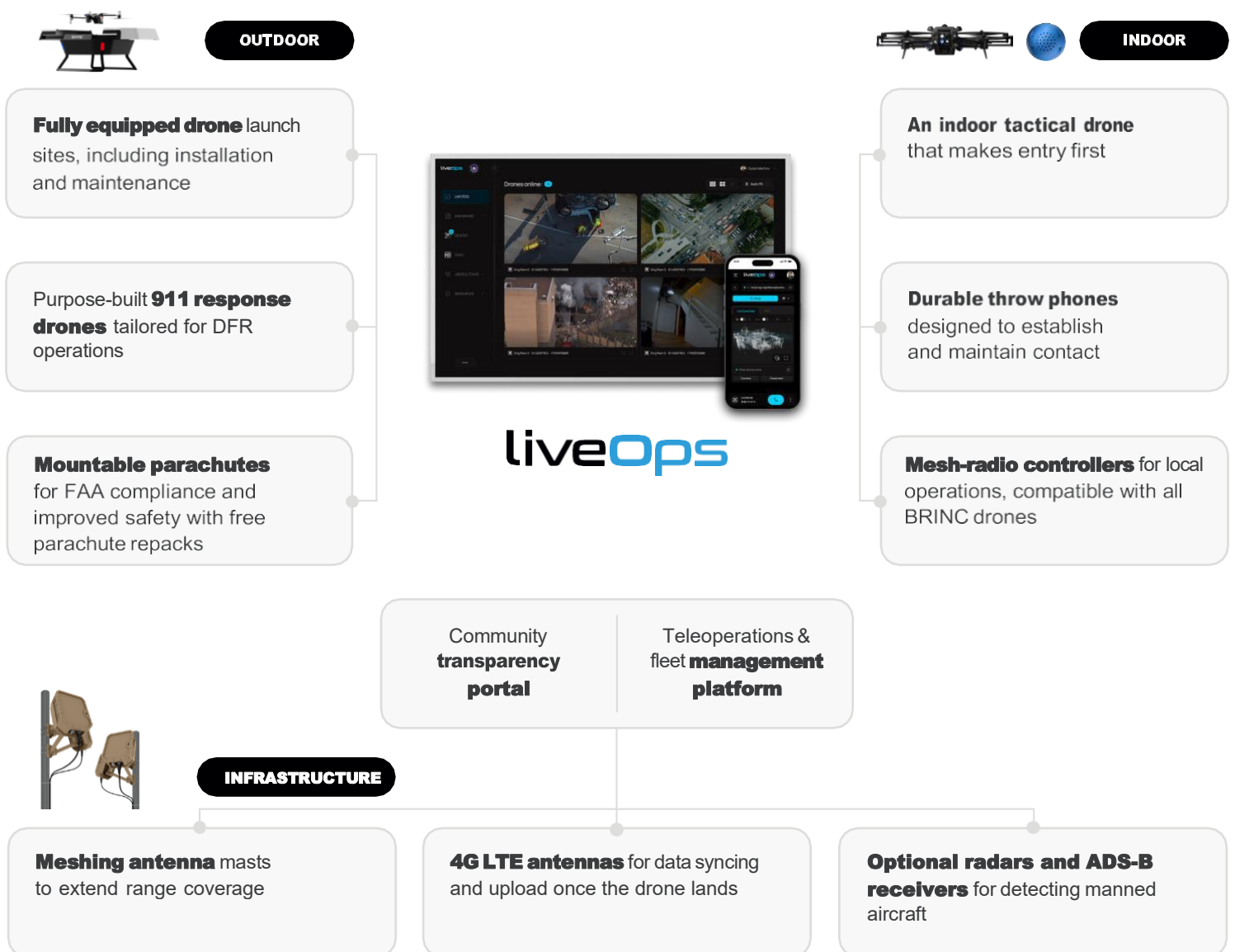
Make Narcan, AEDs, EpiPens and other equipment available anywhere in seconds

DFR

Solution Overview

BRINC builds drone solutions for public safety agencies that empower first responders with technology to safeguard their communities.

INTEGRATED SOFTWARE SOLUTION



Hardware

responder

The world’s first purpose-built 911 response drone, Responder is a powerful aerial tool made right here in the USA for public safety agencies.

40x Total Zoom

Provides detailed imagery even from a considerable distance, enhancing mission capabilities.

640 px Thermal Camera

Makes it easy to identify people or see fire through smoke and provides situational awareness even in low or no light conditions.

Mobile Communication Hub

Integrated loudspeaker (with siren function) and microphone allow communication for negotiations and emergency announcements.

Emergency Payload Dropper

Deploy AEDs, Narcan, EpiPens, PFDs and other lifesaving payloads.



IPX4 Water Resistant

Integrated 2-Way Comms
with Loudspeaker

Emergency Lights and Siren

Forward Obstacle Avoidance

Attachment Rail

Mesh Networking

Hardware

responder station

The Responder Station launches, protects and recharges Responder drones.

Temperature Controlled

Optimizes battery charging and protects electronics.

Simple

Infrastructure

Resistant to erosion. Increases reliability.

Weather Resistant

Ensures reliable performance in challenging climates.

25 Minutes

How long it takes to charge from 10% to 90%.



<5 Sec Deployment
Time

Large Vehicle
Mountable

Starlink /
Solar Compatible

Standard Power
Input

Weather
Resistant

Charge 10 to 90%
in 25 Minutes

Corrosion
Resistant

Integrated
HVAC

Hardware

DFR Infrastructure

BRINC provides **additional infrastructure** to make your DFR operations more reliable through redundancy and advanced BVLOS operations. We cover the installation and maintenance for all DFR infrastructure elements.

DFR Antenna Masts

Extend range coverage of our mesh networking system.

ADS-B Receivers

Detect manned aircraft.

Optional Radars

Another way to detect manned aircraft.



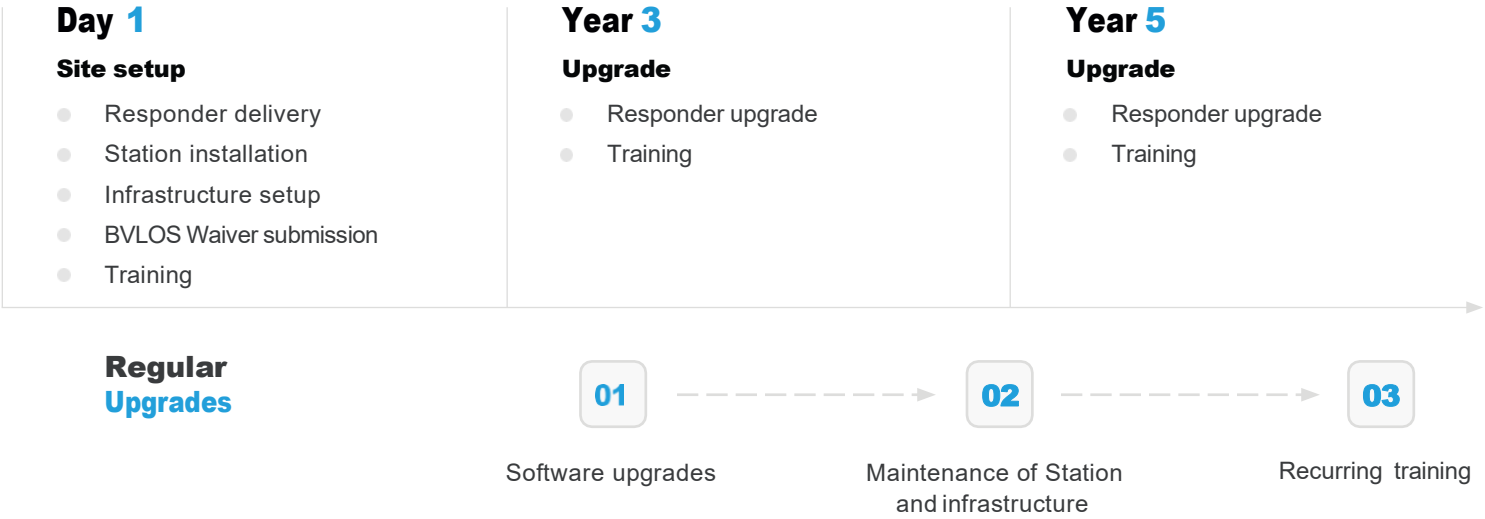
Services

DFR Safeguard Program

UNLIMITED REPAIR & REPLACE

You own the hardware. When upgraded, the Unlimited Repair and Replace warranty transfers to the latest hardware.

Set-up made easy





12V 100Ah
Deep Cycle AGM



Bluetooth
Speaker & Siren



12V 100Ah
Deep Cycle AGM

60W
LED Light Bar



IP68 Weather
Resistant



Starlink Internet
Connection



Integrated
Parachute



Ultra Loud
Speaker & Siren

KEY FEATURES



STATEMENT OF WORK

Motorola is providing the BRINC solution, as set out below.

BRINC Drone as First Responder (DFR) Implementation

Term: This SOW is effective as of the Effective Date and will continue unless terminated earlier pursuant to the Agreement.

This Statement of Work (“SOW”) is governed by the Agreement (the “Agreement”) entered into between Motorola and Customer. All definitions not defined herein shall have the meaning set forth in the Agreement (including its addenda or riders). In the event of a direct conflict between this SOW and the Agreement, this SOW will control solely with respect to the services and deliverables described herein. Terms used but not defined in this SOW have the meanings set forth in the Agreement.

1. PURPOSE & SCOPE

This SOW defines the roles, responsibilities, deliverables, acceptance criteria, and project governance for the implementation of a Drone as First Responder (DFR) program powered by BRINC LiveOps software and BRINC UAS hardware. The objective is to deploy an operational DFR capability, including fixed launch sites, teleoperations (where applicable), training, and support.

2. DEFINITIONS

DFR: Drone as First Responder operational model, designed to enable rapid Unmanned Aircraft System (UAS) response to calls for service.

Go-Live: The date on which the Customer begins live operational use of the BRINC DFR solution.

CIQ: Customer Input Questionnaire used to capture configuration, networking, and deployment specifics.

3. DESCRIPTION OF SERVICES

3.1 Implementation Services: BRINC will perform the implementation tasks described herein to prepare the Customer’s environment for full DFR functionality, including the following:

- (a) DFR Solution Design & Configuration (subdomain creation, network configuration, geofencing, RF/EMF analysis).

- (b) Hardware & Software Deployment (BRINC UAS, docking station if applicable, LiveOps SaaS activation).
- (c) Training for System Administrators, Pilots in Command (PIC), and Teleoperators.
- (d) Support (24x7x365).
- (e) Project Documentation & Handover (CIQ, IP plans).

3.2 Warranty and Replacement Policy: BRINC offers the Warranty and Replacement Policy for Equipment sold to Customer pursuant to the Agreement that is manufactured or supplied by BRINC (the “BRINC Equipment”), as set forth on Schedule A.

4. SYSTEM REQUIREMENTS

The Hosted Services are cloud-based and provided over the internet. Customer must provide all equipment and software necessary to connect to the Services, including:

- (a) Dedicated bandwidth minimum of 30 Mbps upload and 30 Mbps download at each teleoperator and launch site location, with IT firewall profile configuration allowing required ports/IP ranges for BRINC internet traffic.
- (b) DFR launch and related infrastructure sites provided and equipped as specified in Schedule C.
- (c) Part 107 certified pilots (or equivalent regulatory authorization).
- (d) Hardware required to support BRINC operations (ability to launch browser).

5. ROLES & RESPONSIBILITIES

5.1 BRINC Obligations. Motorola will engage BRINC to provide:

- (a) Project Management
 - (i) Lead project planning, execution, reporting, and closure.
 - (ii) Coordinate technical clarification, CIQ completion, configuration, staging, deployment, and acceptance activities.
- (b) Configuration Documentation
 - (i) Provide BRINC configuration documents and coordinate with Customer IT on necessary settings.

(c) Support

- (i) Provide 24x7x365 support channels (Intercom, phone, email) through BRINC, as set forth on Schedule B.

(d) Limitations / Disclaimers

- (i) BRINC procures cloud hosting from third-party vendors and is not responsible for interruptions or breaches caused by such providers, subject to applicable law and the Agreement.

(e) Solution Design & Environment Prep

- (i) Create a unique subdomain/URL for Customer access.
- (ii) Collaborate with Customer IT on firewall, port, and IP configuration for LiveOps.
- (iii) Conduct RF/EMF analysis and launch area testing to validate flight operations, geofenced areas, and interference mitigation.

(f) Software Activation & Configuration

- (i) Enable BRINC Drone Software on the Customer's network, create Customer accounts, and provide admin access using Authorized User information.
- (ii) Provision BRINC LiveOps SaaS, including admin portal access, telemetry, error/warning notifications, and PIC/teleoperator data capture.

(g) Hardware

- (i) Recommend proper hardware requirements and deployment architecture for the DFR program.

(h) Training

- (i) Deliver on-site and/or remote training for administrators, PICs, and teleoperators, covering BRINC hardware, LiveOps, geofencing, emergency override, and DFR best practices.

(i) Documentation

- (i) Deliver CIQ, IP plans, configuration documents, and final project close-out documentation.

(j) Out of Scope (unless separately contracted):

- (i) Management of on-site resources used during installation. This includes resources to add or build required infrastructure (pre-install) to accommodate base STATION placement or RF Infrastructure at strategic regional locations. This could include non-customer sites requiring an MOU driven by customer.
- (ii) Implementation/management of Customer's networking equipment, routing/switching, or third-party systems not listed herein.
- (iii) Configuration changes requested after CIQ sign-off (unless via approved change order).
- (iv) Ongoing operations beyond specified support, including remote operations, unless contracted as Managed Services.

5.2 Customer Obligations. Customer will provide the following:

(a) Program Governance

- (i) Appoint a Project Manager to manage user access, retention periods, and public data visibility; act as primary point of contact.

(b) Regulatory Compliance

- (i) Obtain and maintain FAA waivers, CoAs, and other regulatory approvals required for DFR operations (Motorola Managed Services may assist as agreed).
- (ii) Ensure Part 107 certified pilots and appropriate SOP/SRM/PPE are in place.

(c) Technical Readiness

- (i) Provide required infrastructure, bandwidth (≥ 30 Mbps up/down at teleoperator and launch sites), LTE fallback, firewall configurations, electrical, and other prerequisites.

(d) Deployment Requirements & Site Prep

- (i) Meet site preparation, power, environmental, mounting/security, airspace, maintenance access, and backup landing zone requirements as outlined in Schedule C.

(e) Accounts & Security

- (i) Provide Authorized User emails; maintain account/password security; promptly notify Motorola/BRINC of security issues.

(f) Operations & Data

- (i) Properly configure and use the services; secure, protect, and back up content; implement encryption and routine archiving as needed.

6. ASSUMPTIONS

The Services are provided under the following assumptions:

- (a) Customer will meet all system requirements and maintain them during the term.
- (b) Material scope changes post-CIQ require a change order (fees/timeframe adjustments may apply).
- (c) DFR docking station and infrastructure (if included) will be installed only after Customer meets the prerequisites defined in Schedule C.

7. EXCLUSIONS.

Unless expressly stated, the following are excluded from the Services:

- (a) Customer network hardware configuration and maintenance.
- (b) Third-party platform licensing not listed herein.
- (c) Long-term managed operations.
- (d) Post-CIQ configuration changes without a change order.

8. TRAINING

BRINC will provide the following training:

- (a) Flight Hardware Training: Manual RC flight basics, emergency override maneuvers, hardware limitations.
- (b) BRINC Software Training: Admin overview, safety features, geofence editor usage, teleoperation basics.
- (c) Operational Validation: Test flights within geofenced areas; validate launch/landing reliability.

9. ACCEPTANCE CRITERIA

The solution will be deemed accepted (“Final Acceptance”) upon:

- (a) Successful completion of agreed work packages and test flights demonstrating DFR functionality, as set forth on Schedule D.
- (b) Delivery of all documentation (CIQ, IP plans, admin portal credentials, configuration docs).
- (c) Go-Live commencement.
- (d) Resolution (or documented plan) for any material issues blocking operational use.

10. SUPPORT & SLAS

BRINC provide the following support Services:

- (a) Go-Live Support: 8 weeks post-implementation.
- (b) Ongoing Support: 24x7x365 via Intercom, phone, and email; on-site support if issues cannot be resolved virtually.
- (c) Data Handling: Data will not be intentionally deleted prior to termination; however, certain media (e.g., video/images >30 days) may be deleted per platform policy (adjust to your policy).
- (d) Support Program set forth on Schedule B

SCHEDULE A – BRINC EQUIPMENT WARRANTY & REPLACEMENT POLICY

1. **Hardware Warranty.** Motorola warrants that BRINC Equipment is free from defects in workmanship and materials for one year from the date of Customer's receipt. For BRINC Equipment purchased by Customer under the BRINC Support Program, Motorola warrants such BRINC Equipment is free from defects in workmanship and materials from the date of Customer's receipt for the duration of the BRINC Support Program term.
2. **Disclaimers.** Except as expressly provided herein, BRINC and Motorola provides all BRINC Equipment and BRINC Services "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Non-BRINC Materials are not covered by the limited hardware warranty described in Section 1 of this Schedule above and are only subject to the warranties of the third-party provider or manufacturer.
3. **Claims.** If BRINC or Motorola receives a valid warranty claim for BRINC Equipment during the limited hardware warranty term, BRINC's and Motorola's sole responsibility is to repair or replace such BRINC Equipment with the same or like BRINC Equipment, at BRINC's or Motorola's option, as applicable. A replacement BRINC Equipment will be new or like new. The limited hardware warranty of the replacement BRINC Equipment will be the longer of (a) the remaining limited hardware warranty term of the original BRINC Equipment or (b) 90-days from the date of repair or replacement.
4. **Exclusions.** BRINC's limited hardware warranty excludes damage related to: (a) failure to follow BRINC Equipment use instructions, including those set forth in the applicable BRINC Equipment documentation; (b) BRINC Equipment used with equipment not manufactured or recommended by BRINC; (c) abuse, misuse, or intentional damage to the BRINC Equipment; (d) force majeure; (e) BRINC Equipment repaired or modified by persons other than BRINC, without BRINC's written permission; (f) BRINC Equipment with a defaced or removed serial number; or (g) Customer's or its Authorized User's failure to complete training from BRINC on operating and flying the BRINC Equipment prior to Customer's or its Authorized User's use of the BRINC Equipment. BRINC's limited hardware warranty will be void if Customer resells BRINC Equipment.
5. **Replacement BRINC Equipment.** BRINC or Motorola may permit Customer to exchange BRINC Equipment or a part thereof. In such events, subject to Section 4 of this Schedule, the replacement BRINC Equipment or part thereof will become Customer's property, and the replaced Equipment or part thereof will become Motorola's or BRINC's property, as applicable. Before delivering BRINC Equipment for any BRINC Services (including replacement services), Customer must download BRINC Equipment data and retain a copy. BRINC is not responsible for any loss of software, data, or other information contained in storage media or any part of the BRINC Equipment sent to BRINC for BRINC Services.

6. Spare BRINC Equipment. At BRINC's or Motorola's reasonable discretion, as applicable, BRINC or Motorola may provide Customer a predetermined number of spare BRINC Equipment. Spare BRINC Equipment is intended to replace broken or non-functioning units while BRINC or Motorola repairs or replaces the broken or non-functioning units through the warranty return process. Title and risk of loss for all spare BRINC Equipment shall pass to Customer in accordance with the Agreement.

SCHEDULE B – BRINC SUPPORT PROGRAM

If the Customer purchases BRINC Support Program or a bundle including BRINC Support Program, this appendix applies.

1. **BRINC Support Program.** The “BRINC Support Program” is an extended full-service warranty that starts on the Subscription commencement date and terminates as detailed in the Proposal. The extended warranty includes (i) unlimited repairs on BRINC Equipment and (ii) for any BRINC Equipment that cannot be repaired, up to 1 replacement per year for the Responder and Guardian Camera payload, and unlimited replacements for any other BRINC Equipment that BRINC is unable to repair between hardware Upgrades (as defined below). Customer is to return the destroyed device or provide reasonable documentation that the device was destroyed (i.e. pictures or video). The BRINC Support Program is available to agencies only upon completion of BRINC certified training on the associated product or service.
2. **BRINC Support Program Upgrade.** If Customer has no outstanding payment obligations and purchased BRINC Support Program, BRINC will provide Customer a new BRINC Lemur, Responder or Guardian Drone, corresponding Stations and/or BRINC Ball as scheduled in the Proposal (“Upgrade”). If Customer purchased BRINC Support Program, BRINC will provide an upgrade that is the same or like BRINC Device, at BRINC’s option. BRINC makes no guarantee the Upgrade will utilize the same accessories. Upgrades exclude new products that BRINC introduces and markets as distinct products or applications. New or additional BRINC products and applications, as well as any BRINC professional services are not included. Neither BRINC nor Motorola will offer any warranty for such BRINC Equipment that has been replaced with an Upgrade, and will have no liability for any damages relating to the use of such BRINC Equipment. BRINC and Motorola will not and have no obligation to provide Upgrades once the BRINC Support Program terminates for any reason.
3. **Upgrade Delay.** BRINC may ship the Upgrades as scheduled in the Proposal without prior confirmation from Agency. BRINC may ship the final Upgrades as scheduled in the Proposal 60 days before the end of the Subscription Term without prior confirmation from Customer.
4. **Upgrade Change.** If Customer wants a different BRINC Equipment model from the Upgrade offered by BRINC, Customer must pay the price difference between the MSRP for the desired BRINC Equipment and the MSRP for the Upgrade. If the model Customer desires has an MSRP less than the MSRP of the offered Upgrade, Motorola will not provide a refund. The MSRP is the MSRP in effect at the time of the Upgrade.
5. **Firmware Updates.** BRINC will provide Updates to BRINC Equipment firmware for as long as a BRINC Equipment is part of an active Support Program. An “Update” can be either (i) a generally available release that BRINC makes available from time to time, or (ii) a new version of BRINC software and/or firmware that enhance features and functionality, as solely determined by BRINC.

6. Original BRINC Device. Following receipt of an Upgrade, Customer will retain the original BRINC Devices, provided that: (i) Customer cannot resell, gift, or donate the BRINC Devices; (ii) Customer will not allow the BRINC Devices to be used for personal use; (iii) Customer must retain direct custody and control of the BRINC Devices; and (iv) BRINC will offer no warranty for those BRINC Devices and will have no liability for any damages relating to the use of such BRINC Devices (as the warranty for such devices will have shifted to the Upgrade).

SCHEDULE C – CUSTOMER DEPLOYMENT REQUIREMENTS (DFR SITE & DOCK READINESS)

Site Preparation

- **Base STATION Infrastructure:** Safe accessibility; minimum surface area (16' x 16'), adequate load support (≥ 360 lbs), unobstructed view of the sky. Station placement must be possible via ground transport, crane, or walking access with standard door clearance. Power and network access as specified below.
- **RF Site Infrastructure:** Safe accessibility; minimum surface area for Non-Penetrating RF Pole (6' x 6'), or appropriate Penetrating RF Wall Mount (with mounting hardware preinstalled as directed by BRINC). Both RF options must have an unobstructed 360° view of the geographical flight area (i.e. RF array above all obstructions) and installed away from other high powered RF or cellular antennae. RF access must be possible via standard door clearance or roof hatch. Power and network access as specified below.

Power

- Continuous 110V/20A (outdoor rated plugs/protection), surge protection, battery backup where possible to ensure 100% uptime, proper grounding ($\leq 10\Omega$).

Network/Backhaul

- Dedicated hard-wired internet access with LTE or similar fallback preferred, properly configured firewall rules, outdoor IP-rated connectors and wiring.

Environmental & Physical Security

- Weatherproofing, secure mounting, controlled access.

Flight Safety & Airspace

- No-fly zones reviewed; documented RF/geofencing compliance; defined backup landing area.

Maintenance Access

- Routine access, maintenance plan for cleaning, battery management, firmware updates.

Documentation & Compliance

- Site layout, network diagrams, operational SOP, permits/insurance, logging/ticketing for incidents.

Backup Safe Landing Area

- Required: 16' diameter area, clear view of the sky with obstruction-free vertical corridor above, clearly marked, traffic restricted. Preferred: Same altitude as station.

SCHEDULE D – ACCEPTANCE TEST PLAN (ATP)

Functional Tests

- LiveOps connectivity, drone telemetry, flight log validation, geofence enforcement.

Operational Tests

- Launch/land cycles, teleoperation handoff (if applicable), emergency failsafe procedures.

TAKEOFF Program Addendum

This TAKEOFF Program Addendum (this “TOPA”) is entered into between Motorola and Customer, and shall be subject to, and governed by, the terms of the MCA, or other agreement between Motorola and Customer, as applicable, including any applicable addenda (the “Agreement”). Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the MCA and DA which may be found at: https://www.motorolasolutions.com/en_us/about/legal/us_terms.html.

If you are purchasing drone or unmanned aerial vehicle and related Products manufactured, supplied or otherwise provided by BRINC Drones, Inc. (“BRINC”, and such Products, the “BRINC Products”) as part of the TAKEOFF Program (from Motorola on behalf of your employer or another entity, you warrant that: (a) you have authority to bind your employer or the applicable entity, as “Customer” to this TOPA; (b) you have read and understand this TOPA; and (c) on behalf of the Customer that you represent, you agree to this TOPA. If you do not have the legal authority to bind your employer or the applicable entity as Customer to this TOPA, please do not complete the purchase. The BRINC Products include Equipment (“BRINC Equipment”), and related Services and Licensed Software.

This TOPA governs Customer’s purchase of BRINC Products from Motorola under the TAKEOFF Program and shall form part of the Parties’ Agreement. This TOPA shall control with respect to conflicting terms in the Agreement or any other applicable Addendum (including, without limitation, the Drone Addendum agreed to between Customer and Motorola (the “DA”)), but only as applicable to the BRINC Products purchased under this TOPA and not with respect to other Products. For the avoidance of doubt, BRINC Products which are purchased under the Agreement (and, where applicable, the DA) which are not part of the TAKEOFF Program shall not be subject to this TOPA. Unless otherwise stated in this TOPA, the terms of the Agreement, including the DA apply.

1. THE FIRST YEAR OF THE SUBSCRIPTION. As set forth in the Proposal, Customer has agreed to a multi-year Subscription for BRINC Products (the “BRINC Subscription”). All references to the first twelve months of the BRINC Subscription (the “Initial Subscription Period”) and each renewal year (each a “Renewal Subscription Year”) in this TOPA shall refer to the BRINC Subscription. The Initial Subscription Period of the BRINC Subscription is subject to the following terms:
 - 1.1. Title. Title to the BRINC Equipment shall transfer to Customer at the commencement of the first Renewal Subscription Year. During the Initial Subscription Period the BRINC Equipment shall be the sole property of BRINC. Customer shall have no rights whatsoever in or to the BRINC Products other than the right to use the BRINC Products during the Initial Subscription Year. Customer shall have the benefit of the Support Program as set out in the Proposal, however Customer shall reimburse Motorola for the cost of any

necessary repairs or replacement of the BRINC Equipment for damage not covered by the Support Program.

2. CUSTOMER RESPONSIBILITIES

- 2.1. Customer Obligations. Customer shall fulfil the Customer Obligations as set out in the Proposal (“Customer Obligations”).
- 2.2. Feedback. Customer may provide Motorola internal reports and feedback to assist in improving the TAKEOFF Program. Motorola and BRINC may use such internal reports and feedback to develop or improve their Products and Services (including without limitation BRINC Products)
- 2.3. Reference. Motorola or BRINC may request that Customer act as a public reference or that Customer participate in a case study.
- 2.4. Exclusivity. During the Initial Subscription Period, Customer shall use Products from BRINC as its sole Drone as First Responder (“DFR”) provider for any Products covered by the TAKEOFF Program, and shall not, until the commencement of the first Renewal Subscription Period, deploy or purchase any autonomous docked drone platform or DFR product from a third party (“Competing Product”).
- 2.5. Compatibility. Customer is responsible for ensuring that any Customer-Provided Equipment and any alterations to the applicable network with which the BRINC Products are to be used are compatible with the BRINC Product.

3. EARLY TERMINATION

- 3.1. Customer Termination. Customer may terminate the BRINC Subscription without penalty by giving notice to Motorola up to 30 days prior to the commencement of the first Renewal Subscription Year.
- 3.2. Motorola Termination. During the Initial Subscription Year, Motorola may terminate the BRINC Subscription immediately by giving notice to Customer should:
 - 3.2.1. Customer fail to fulfill a Customer Obligation pursuant to Section 2.1; or
 - 3.2.2. Customer deploy or purchase a Competing Product.

4. **ON TERMINATION** On termination pursuant to Section 3, Motorola or its subcontractors (including BRINC or its subcontractors) shall remove the BRINC Equipment from Customer’s premises, and will deactivate (or cancel Customer’s access to) all related Software and SaaS Products (as defined in the Agreement) provided or made available by BRINC. Customer will cooperate with such removals and deactivations (including without limitation by allowing Motorola and its subcontractors (including BRINC and its

subcontractors) to access Customer facilities for such purpose. Motorola shall work with Customer to offload any Customer Data to Customer's system.

5. SURVIVAL The following sections of this TOPA survive termination of this Agreement:
Sections 1 and 4.



**REGULAR COMMITTEE OF THE WHOLE MEETING
SEPTEMBER 15, 2026**

Departments: City Clerk

Description of Topic: Resolution appropriating funds to the Pensacola and Perdido Bays Estuary Program in the amount of \$20,000 for FY2026. (WS)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 10-06-26 26-xxx Appropriate Funds Pensacola Perdido Bays Estuary Program
2. 2026.08.18 Agenda Memo - Coastal Resources PPBEP FY26 Contribution
3. 2026.07.22 Letter from Pensacola Perdido Bays Estuary Program - FY2026 Contribution Request

RESOLUTION NO. 26-xxx

**A RESOLUTION APPROPRIATING FUNDS TO THE
PENSACOLA AND PERDIDO BAYS ESTUARY PROGRAM
IN THE AMOUNT OF \$20,000 FOR FY2026**

FINDINGS:

1. On May 2, 2023, City Council adopted Resolution No. 23-084 authorizing the execution of an Amended and Restated Interlocal Agreement for the Pensacola and Perdido Bays Estuary Program.
2. The Pensacola and Perdido Bays Estuary Program has requested financial support from the City of Orange Beach to promote effective planning, restoration, and protection of the Pensacola Bay and Perdido Bay System.
3. The City Council has determined that appropriating said funds to the Pensacola and Perdido Bays Estuary Program serves a public purpose and is 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 Orange Beach City Council, having determined that it serves a public purpose and is in the best interest of the City, hereby appropriates the sum of Twenty Thousand Dollars (\$20,000.00) to the Pensacola and Perdido Bays Estuary Program for FY2026; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 6th DAY OF OCTOBER, 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 October 6, 2026.

City Clerk



C I T Y O F O R A N G E B E A C H
COASTAL RESOURCES
MEMORANDUM

To: Mayor and City Council
From: Woody Speed, Coastal Regulatory Manager
Date: September 8, 2026
Re: Pensacola and Perdido Bays Estuary Program annual contribution

The City's annual contribution to the Pensacola and Perdido Bays Estuary Program (PPBEP) is **\$20,000**. This annual contribution supports the Estuary Program's continued efforts to leverage local funding for regional water quality, habitat restoration, conservation, and coastal resilience projects that benefit the City and the broader watershed. PPBEP has provided an annual membership contribution request letter, along with a fact sheet summarizing the program's work and accomplishments, which are attached for review.

July 22, 2026

Woody Speed
Coastal Regulatory Manager
City of Orange Beach

FY26-27 Membership Contribution Request

Dear Mr. Speed,

Consistent with the FY25-26 membership contribution to the Pensacola and Perdido Bays Estuary Program, the City's FY26-27 membership contribution remains \$20,000. The membership contribution requests for each local government are included in the table below for reference.

Member	FY26-27 Request
City of Gulf Breeze	\$10,000
City of Milton	\$15,000
City of Orange Beach	\$20,000
City of Pensacola	\$30,000
Escambia County	\$126,350
Okaloosa County	\$10,000
Santa Rosa County	\$86,000
Total:	\$297,350

Since the Estuary Program was established in 2018, the Program has worked directly with each of our member governments and community partners to implement watershed-scale initiatives to enhance our region's quality of life and advance the City's mission. In 2025, the Program and its partners secured \$13.3 million for the implementation of priorities identified in the Comprehensive Conservation and Management Plan (CCMP) to benefit our waterways and communities. Please find enclosed our 2025 Annual Impact Report for additional highlights.

In early 2027, the Estuary Program anticipates formal enrollment into the U.S. Environmental Protection Agency's National Estuary Program, unlocking millions of dollars to come to Northwest Florida and south Alabama for water quality improvements, habitat restoration, infrastructure resilience, and public access enhancements. Continued support and investment from local and state partners is critical to ensuring Northwest Florida and south Alabama are prioritized for federal support. We understand accommodating all budget requests are always an ongoing challenge and greatly appreciate the City's consideration.

Please don't hesitate to call me at 850.595.0820 or reach me by email at mjposner@ppbep.org if you would like to discuss further. On behalf of the Estuary Program team, thank you for your continued partnership.

Respectfully,



Matt J. Posner, Executive Director
Pensacola and Perdido Bays Estuary Program



Perdido Bay Watershed Partnerships, Programs, and Projects

Since establishment in 2018, the Pensacola and Perdido Bays Estuary Program has partnered extensively with the City of Orange Beach to advance watershed-scale restoration, water quality, and community outreach initiatives, providing a legacy impact within the City and throughout the watershed. Partnership, program, and project highlights include:

1. Wrote and submitted the Orange Beach Stormwater Master Plan to Alabama RESTORE Council on behalf of Orange Beach.
 - a. Awarded \$250,000 in Alabama RESTORE funding.
 - b. Currently being implemented by Orange Beach.
2. Cowrote and co-leading implementation of the Perdido Watershed Restoration Initiative with TNC
 - a. Awarded \$12.6 million from NOAA.
 - b. Direct assistance with monitoring and transplanting seagrass at Perdido Islands.
 - c. Led two volunteer plantings, with two additional plantings scheduled.
 - d. Hosted at least four educational field trips to Perdido Islands.
 - e. Supported the Orange Beach Native Plant Greenhouse.
 - i. Subawarded \$220,000 to Orange Beach to construct and operate the greenhouse.
 - ii. Providing staff and volunteer support for greenhouse operations.
 - iii. Including the greenhouse in PPBEP's Native Plant Producer Network to ensure continuation of operational funding and capacity.
 - f. Established and implementing the Living Shoreline Assistance Program (LSAP)
 - i. 5 of 6 projects in AL, one of which is in Orange Beach. This has an estimated value of over \$125,000.
 - ii. 20+ site assessments have been completed, with strong demand from property owners to sign up for the PPBEP program.
 - iii. PPBEP plans to continue the LSAP as a standing program of PPBEP, with a goal to complete another five projects in Orange Beach and surrounding areas in the coming five years.
 - g. Subawarded funding to Troy University to complete an update to the Living Shoreline Suitability Model for the entire bay.
 - i. This model identifies future opportunities for living shorelines in Orange Beach and across the bay.
 - h. Partnered with TNC to develop the Scaling-up Nature-Based Solutions Portfolio.
 - i. Creates a suite of projects across the Perdido Watershed in which PPBEP and TNC will help work with local partners to find and secure funding.
3. State of the Bays Report Card
 - a. PPBEP produces a biennial State of the Bays Report Card, that includes Alabama and Florida, to provide a comprehensive, user friendly, and interactive dashboard



**PENSACOLA
& PERDIDO BAYS
ESTUARY PROGRAM**

the community and local decision makers can use to understand water quality, habitat, and fisheries status and trends.

- b. Stateofthebays.org
4. Water Quality Monitoring Collaborative
 - a. PPBEP identified significant gaps in monitoring in the Perdido Bay watershed, making it difficult to inform status and trends, report to the public, and inform management decisions.
 - b. PPBEP formed the Water Quality Monitoring Collaborative to establish consistent monthly monitoring across 32 sites in the Perdido and Pensacola Bay watersheds. Two sites are in Orange Beach, with the opportunity to add more in the coming year.
 - c. PPBEP issued a ~\$15,000 subaward to Orange Beach to provide resources to assist with monitoring. The monthly monitoring will be reported to the public through an online data dashboard.
5. Annual fish trawling surveys
 - a. PPBEP has funded DISL the last three years and plans to continue funding and performing annual fish trawling surveys, which is used to determine fishery status and trends. This will be completed by PPBEP directly beginning in fall 2027.
6. Annual Tier II SAV monitoring
 - a. For the last five years, PPBEP has funded submerged aquatic vegetation monitoring across Pensacola and Perdido Bays through a contract with the University of Southern Mississippi.
 - b. PPBEP will administer SAV monitoring beginning in fall 2027.
7. 2026 SAV aerial imagery
 - a. PPBEP funded the acquisition of SAV aerial imagery in late 2025, which was just produced in June 2026 for \$112,000. This further shows seagrass status and trends.
8. Education and Community Outreach
 - a. PPBEP has participated in the Orange Beach Seafood Festival the last four years. Held restoration rambles and kayak tours at Perdido Islands. Held living shoreline workshops for homeowners. Held volunteer planting events and trash cleanups at the Islands. Held manatee awareness at local boatramps. PPBEP has held their annual Gala at the Coastal Arts Center the last three years.
 - b. Future efforts planned include a partnership with the Sea, Sand, & Stars Center. PPBEP previously provided feedback on the renovation and curriculum. PPBEP also plans to partner with the Auburn Coastal Engineering Center adjacent to Coastal Resources.
9. NOAA Resilience Challenge
 - a. PPBEP led submittal of a \$50 million NOAA Resilience Challenge grant that included Orange Beach as a partner and subawardee. This included \$16.7 million to purchase over 1,600 acres on Wolf Bay. While ultimately not selected due to limited funding, the application scored very highly, and PPBEP has continued to partner with Orange Beach to identify and apply to other relevant funding opportunities.



**REGULAR COMMITTEE OF THE WHOLE MEETING
SEPTEMBER 15, 2026**

Departments: Community Development

Description of Topic: Set a public hearing date for a Conditional Use Approval request for Case No. 0801-CU-26, All About Storage Expansion. (Suggested date 10/06/2026) (GP)

Background/Description: Lieb Engineering Company, on behalf of All About Storage OBA LLC, requests conditional use approval for an expansion at All About Storage consisting of five mini warehouse buildings. The property is located at 24140 Canal Road in the General Business zoning district.

Action Options/Recommendation: The Planning Commission will hold a public hearing and consider a recommendation for this request at its regular meeting on Monday, September 14, 2026.

Source of Funding (if applicable):

ATTACHMENTS:

None