



REGULAR COMMITTEE OF THE WHOLE MEETING AGENDA

I. Roll Call

II. Consideration of Previous Minutes

1. Regular Council Meeting 05/21/2024
2. Committee of the Whole 05/21/2024

III. Unfinished Business

Miscellaneous

Resolutions

Ordinances

IV. New Business

Miscellaneous

Resolutions

1. Resolution appropriating funds to the Orange Beach Board of Education to support city school system operations in an amount not to exceed \$4,847,809. (FH)
2. Resolution appropriating funds to the Miracle League of Coastal Alabama in the amount of \$42,850 to match donations for the purpose of building a regional complex in Summerdale. (FH)
3. Resolution authorizing the City of Orange Beach to raise funds for the Baldwin County Child Advocacy Center. (NW)
4. Resolution authorizing execution of an agreement with the University of Alabama for collaboration on a research project titled "Project Freedom South" sponsored by the Alabama Department of Mental Health. (JS)

5. Resolution authorizing the purchase of a Vehicle for the Administration Department through State Bid from Stivers Ford Lincoln, Inc., in the amount of \$37,958. (RE)
6. Resolution authorizing execution of a marina slip license agreement with Pelican's Perch Marina and Boat Yard. (JS)
7. Resolution authorizing execution of a professional services agreement with Grace Stanton for theatrical performance direction for "Alice in Wonderland JR." (JL)
8. Resolution authorizing execution of a professional services agreement with Katherine "Kit" Alexander to provide planning, zoning, and engineering consultation services for the Community Development Department. (AR)
9. Resolution authorizing execution of a professional services agreement with Sally Wyrick for water aerobics instruction at the Aquatics Center. (NA/JL)
10. Resolution authorizing execution of a right-of-way use franchise agreement with Uniti Fiber GulfCo, LLC. (JL)

Public Hearings

1. Reminder: Public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0205-PUD-24, Mill's Row Beachside PUD on June 18, 2024.

Ordinances

1. Ordinance repealing Section 70-42 of the Code of Ordinances for the City of Orange Beach, Alabama, entitled "U-turns." (JL)

V. Public Comments

VI. Adjourn

**MINUTES OF
REGULAR COUNCIL MEETING
ORANGE BEACH CITY COUNCIL
MAY 21, 2024 – 5:00 P.M.
CITY HALL – COUNCIL CHAMBERS**

- I. CALL TO ORDER** Mayor Tony Kennon called the meeting to order at 5:02 P.M.
- II. INVOCATION** Father Paul, St. Thomas by the Sea Catholic Church
- III. PLEDGE OF ALLEGIANCE**
- IV. ROLL CALL**

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

Absent: None

V. CONSIDERATION OF AGENDA

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

VI. CONSIDERATION OF PREVIOUS MINUTES

Work Session	04/16/2024
Regular Council Meeting	04/16/2024
Committee of the Whole	04/16/2024

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>Director, Public Works – Tim Tucker</u> | No report. |
| 3. <u>Director, Community Development – Adam Roberson</u> | No report. |
| 4. <u>Chief, Police Department – Steve Brown</u> | No report. |
| 5. <u>Chief, Fire Department – Jeff Smith</u> | No report. |
| 6. <u>City Clerk – Renee Eberly</u> | No report. |
| 7. <u>Director, Finance – Ford Handley</u> | No report. |
| 8. <u>Parks & Recreation – Nicole Ard</u> | No report. |
| 9. <u>Director, Utilities – Jeff Hartley</u> | No report. |
| 10. <u>Director, Coastal Resources – Phillip West</u> | No report. |
| 11. <u>Librarian, Public Library – Meagan Bing</u> | No report. |
| 12. <u>Director, Municipal Court – Pam Davis</u> | No report. |
| 13. <u>Director, Expect Excellence – Ford Handley</u> | No report. |
| 14. <u>Mayor/Council</u> | |

Councilmember Johnson recognized the Orange Beach High School Lady Makos Softball Team for winning their fourth consecutive state championship.

Councilmember Boyd announced the opening day of snapper fishing season on this coming Friday. He also mentioned the ongoing Billfish Classic Fishing Tournament.

Nicole Woerner, Coastal Resources Grants Manager, introduced Katie Baltzer with the Nature Conservancy, who spoke about the upcoming NOAA-funded project to restore Robinson and Walker Islands.

VIII. AUDITING OF ACCOUNTS

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

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

IX. PRESENTATIONS

1. Presentation by Ally Mavar, who is representing Orange Beach as a contestant in the Miss Alabama Volunteer Scholarship Pageant this year in July, on her service initiative, "Alleviating Food Insecurity." Ally Mavar spoke about the mission for the Miss Alabama Volunteer Scholarship Program, and her service initiative to give exposure to the various organizations and resources for individuals who are having trouble with obtaining sufficient food and might be embarrassed to ask for help. Joseph Fountain, Contestant Director, also spoke about the pageant program and his work in the region.
2. Proclamation declaring May 2024 as National Cities, Towns, and Villages Month. Renee Eberly, City Clerk, stated that this proclamation will be recognized on the National League of Cities website.
3. Proclamation declaring May 2024 as Building Safety Month. Adam Roberson, Community Development Director and Building Official, accepted the proclamation.

X. RECOGNITIONS

XI. UNFINISHED BUSINESS

Resolutions

1. Resolution authorizing a franchise for Ryan Ahearn LLC, dba Perdido Key Party Bus, to operate a shuttle service within the city limits and police jurisdiction of the City of Orange Beach. **Motion made (Mitchell/Boyd) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

Ordinances

1. Second Reading – Ordinance to amend Ordinance No. 172, the Zoning Ordinance, Case No. 0406-ZT-24, Section 4.01, Table 4.01 to modify language regarding water recreational rentals. **Motion made (Blalock/Boyd) to adopt the ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (6-0).**
2. Second Reading – Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0304-ZT-24, to repeal Section 5.1303 to remove references to charter boat home occupations. **Motion made (Blalock/Mitchell) to adopt the ordinance.** Roll call vote revealed: Silvers,

aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (6-0).**

XII. NEW BUSINESS

Resolutions

1. Resolution awarding Officer Richard Springsteen his duty weapons and badge as part of his retirement benefits. **Motion made (Silvers/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
2. Resolution authorizing the execution of a general services agreement with Human Resource Management, Inc., for human resources assessment and executive search services. **Motion made (Johnson/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
3. Resolution authorizing execution of a rental agreement with Sharp Electronics Corporation for a copier for the HR Division through State Bid. **Motion made (Boyd/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
4. Resolution authorizing approval of a proposed wetland permit application by Abaco Orange Beach LLC. **Motion made (Silvers/Johnson) to adopt the resolution.** Council discussed briefly. Vote unanimous in favor. **Motion passed.**
5. Resolution authorizing the execution of a performance agreement with Joan Hill for water aerobics instruction at the Aquatics Center. **Motion made (Mitchell/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
6. Resolution awarding the bid for a Vehicle for the Police Department to Family Ford, Inc., dba Hardy Family Ford, in the amount of \$63,974.52. **Motion made (Silvers/Boyd) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
7. Resolution amending Resolution No. 24-088 authorizing a reduction in rental fees for the Orange Beach Event Center for the 2024 AHSAA Officials Training. **Motion made (Johnson/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

XIII. PUBLIC COMMENTS

None

XIV. ADJOURN

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

Time: 5:31 P.M.

APPROVED this the 18th day of June, 2024.

Renee Eberly
City Clerk

**MINUTES OF
COMMITTEE OF THE WHOLE MEETING
ORANGE BEACH CITY COUNCIL
MAY 21, 2024 – 5:31 P.M.
CITY HALL – COUNCIL CHAMBERS**

The Orange Beach City Council met to review potential items for the June 4, 2024, agenda.

The following members were present:

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

The following members were absent:

None

The following items were discussed:

1. Discuss bid results for Justice Center Roof and Fascia Replacement.
2. Resolution reappointing Sted McCollough to the Construction Board of Adjustment and Appeals.
3. Resolution authorizing execution of a professional services agreement with Renee Smith to provide various legal services for the Legal Department.
4. Resolution declaring a drone owned by the City of Orange Beach as surplus and unneeded and authorizing the donation of said property to Elberta High School.
5. Resolution retiring police canine "Perseus" and authorizing the Mayor to execute the documents necessary to transfer ownership of "Perseus" to Officer Alisa Dixon.
6. Resolution retiring police canine "Magnum" and authorizing the Mayor to execute the documents necessary to transfer ownership of "Magnum" to Officer Kendall Hobbs.
7. Resolution authorizing execution of professional services agreements with DeRhonda Ponder, Elizabeth Wood, and Stephanie Myrick for special needs aide services for the Expect Excellence program.
8. Resolution authorizing the execution of a professional services agreement with Adams Stewart Architect, LLC, for architectural services.
9. Resolution authorizing the execution of a task order with Adams Stewart Architect, LLC, to provide structural engineering consultation services for a new Sea Turtle Center in an amount not to exceed \$3,500.
10. Resolution authorizing the execution of amendment three to the subaward grant agreement with the Alabama Department of Conservation and Natural Resources for the RESTORE Act-funded expansion of the Orange Beach Wildlife Rehabilitation and Education Program.
11. Resolution authorizing execution of a professional services agreement with Glow Yoga LLC for water-based fitness instruction at the Wind and Water Learning Center.
12. Resolution authorizing execution of a cooperative agreement with the Alabama Department of Environmental Management for low impact development for the protection of Wolf Bay at the Wind and Water Learning Center.

13. Resolution declaring a tractor owned by the City of Orange Beach as surplus and unneeded and authorizing the purchase of a Tractor for the Public Works Department through Sourcewell from SunSouth LLC in the amount of \$68,923.53 after trade-in.
14. Resolution accepting a proposal from ECS Southeast, LLC, to provide a ground penetrating radar delineation survey for the Orange Beach Cemetery in the amount of \$7,500.
15. Resolution establishing fees for the Orange Beach Swim Team Summer League program.
16. Resolution authorizing execution of a right-of-way use franchise agreement with Telepak, Inc., and its affiliates dba C-Spire.
17. Resolution accepting a proposal from Jackson & Smith CPA Group, PC, for auditing services.

Public Comments:

1. Councilmember Boyd gave an update on longtime resident Cecil Young.

There being no further business, the meeting adjourned.

Time: 5:42 P.M.

APPROVED this 18th day of June, 2024.

Renee Eberly
City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
JUNE 4, 2024**

Departments: City Clerk

Description of Topic: Resolution appropriating funds to the Orange Beach Board of Education to support city school system operations in an amount not to exceed \$4,847,809. (FH)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 06-18-24 24-xxx Appropriate Funds OBBOE City School System Operations

RESOLUTION NO. 24-xxx

**A RESOLUTION APPROPRIATING FUNDS
TO THE ORANGE BEACH BOARD OF EDUCATION
TO SUPPORT CITY SCHOOL SYSTEM OPERATIONS
IN AN AMOUNT NOT TO EXCEED \$4,847,809**

FINDINGS:

1. Orange Beach Board of Education (OBBOE) is seeking funding for continuing costs related to the city school system.
2. Orange Beach City Council has determined that funding the continuing operational cost as requested serves a public purpose that 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 the Council appropriates a sum not to exceed Seven Hundred Sixty Thousand Three Hundred Eighty-Five Dollars (\$760,385.00) to the Orange Beach Board of Education for the purpose of funding daily operations of the city school system; and Four Million Eighty-Seven Thousand Four Hundred Twenty-Four Dollars (\$4,087,424.00) for capital expenditures relating to buildings; and
2. That this Resolution shall become effective immediately upon adoption.

ADOPTED THIS 18th DAY OF JUNE, 2024.

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. 24-xxx, which was duly and legally adopted at a regular meeting of the City Council on June 18, 2024.

City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
JUNE 4, 2024**

Departments: City Clerk

Description of Topic: Resolution appropriating funds to the Miracle League of Coastal Alabama in the amount of \$42,850 to match donations for the purpose of building a regional complex in Summerdale. (FH)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 06-18-24 24-xxxx Appropriate Funds Miracle League
2. 2024.04.23 Letter - Miracle League Funding Match Request

RESOLUTION NO. 24-xxx

**A RESOLUTION APPROPRIATING FUNDS TO THE
MIRACLE LEAGUE OF COASTAL ALABAMA
IN THE AMOUNT OF \$42,850 TO MATCH DONATIONS
FOR THE PURPOSE OF BUILDING A REGIONAL COMPLEX IN SUMMERDALE**

FINDINGS:

1. The Miracle League of Coastal Alabama has requested financial assistance to build a Miracle League complex for the purpose of enhancing the lives of local children and adults facing serious physical and mental disabilities.
2. On October 5, 2021, Orange Beach City Council adopted Resolution No. 21-215 appropriating funds to the Miracle League of Coastal Alabama in the amount of \$20,000 and up to \$100,000 in funds to match donations by other Baldwin County governmental agencies for the purpose of building a regional complex in Summerdale.
3. On June 20, 2023, Orange Beach City Council adopted Resolution No. 23-114 appropriating funds to the Miracle League of Coastal Alabama in the amount of \$57,150 to match donations from other Baldwin County governmental agencies broken down as follows: Loxley, \$500; Magnolia Springs, \$650; Elberta, \$1,000; Summerdale, \$5,000; Robertsedale, \$5,000; Gulf Shores, \$20,000; Foley, \$25,000.
4. The Miracle League of Coastal Alabama has submitted a final request to match additional funds received from other Baldwin County governmental agencies broken down as follows: Elberta \$25,0000; Summerdale, \$35,000. \$42,850 remains available from Council's commitment to match up to \$100,000.
5. City Council has determined that appropriating matching funds for the purpose of building a regional Miracle League complex 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 Council appropriates the sum of Forty-Two Eight Hundred Fifty Dollars (\$42,850.00) to the Miracle League of Coastal Alabama to match donations by other Baldwin County governmental agencies for the specific purpose of constructing a Miracle League complex in Summerdale, Alabama; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 18th DAY OF JUNE, 2024.

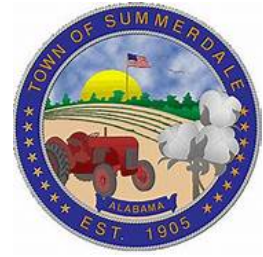
Renee Eberly
City Clerk

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. 24-xxx, which was duly and legally adopted at a regular meeting of the City Council on June 18, 2024.

City Clerk

The Miracle League of Coastal Alabama



The City of Orange Beach

April 23, 2024

The City of Orange Beach, voted to match all other municipality donations up to \$100,000. In August of 2023 we submitted, and the city matched \$57,150 in municipality donations. Since that time, The Miracle League has received another, \$65,000 in municipality donations.

We are submitting these donations and requesting a \$42,850 matching donation to max out the City of Orange Beach \$100,000 commitment.

We want to thank Mayor Kennon and the City Council for this extremely generous donation. The City of Orange Beach will be recognized with a permanent sign on our "Walk of Champions" when the park is completed.

Your generosity has had major impact on our objective of making dreams come true. As it stands now, we fully expect to open the special needs playground within 90 to 120 days.

The Miracle League of Coastal Alabama is a 501c3 non-profit organization / EIN #47-2090807.

Once again thank you for being a part of this extremely rewarding project.

Bruce White
President

Date Inv No./Desc
03/25/2024 MARCH 2024/DONATION

P.O. No.

Amount
\$35,000.00

Check: 31042

03/26/2024

Total Amt: \$35,000.00

31042

TOWN OF SUMMERDALE

502 W. LEE AVENUE
SUMMERDALE, ALABAMA 36580

SOUTH STATE BANK

31042

63-1403/631

DATE

03/26/2024

AMOUNT

\$35,000.00

Thirty Five Thousand Dollars and 00 Cents

PAY
TO THE
ORDER
OF

MIRACLE LEAGUE
1545 GULF SHORES PARKWAY
BOX 159
GULF SHORES AL 36542

TOWN OF SUMMERDALE

[Signature]
AUTHORIZED SIGNATURE

Security features. Details on back.

⑈031042⑈ ⑆063114030⑆ 110063948⑈



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Deposit Amount \$35,000.00

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL. TRANSACTION NUMBER AND AMOUNT OF DEPOSIT ARE SHOWN ABOVE.

HOLD TO LIGHT TO VIEW TRUE WATERMARK IN PAPER. HEAT SENSITIVE RED LOCK DISAPPEARS WHEN HEATED.

16692

TOWN OF ELBERTA

GENERAL FUND
P O DRAWER 277
ELBERTA, AL 36530

CENTENNIAL BANK
81-275/829

4-22-2024

PAY TO THE
ORDER OF

The Miracle League of Coastal Alabama \$25,000.00
Twenty Five Thousand And 00/100

DOLLARS

MEMO Donation - Summerdale Field



Jim Hamby
Caryn H. Weaver
AUTHORIZED SIGNATURE

⑈016692⑈ ⑆082902757⑆ 0010032207⑈



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DEPS Br: 5001 Teller: 5 Seq: 34 04/25/24 12:05 PM
Checking ****2512
Deposit Amount \$25,000.00

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL. TRANSACTION NUMBER AND AMOUNT OF DEPOSIT ARE SHOWN ABOVE.



**REGULAR COMMITTEE OF THE WHOLE MEETING
JUNE 4, 2024**

Departments: Coastal Resources

Description of Topic: Resolution authorizing the City of Orange Beach to raise funds for the Baldwin County Child Advocacy Center. (NW)

Background/Description: Coastal Resources wishes to utilize its Full Moon Paddle events at the Wind and Water Learning Center during the summer of 2024 to fundraise for the Baldwin County Child Advocacy Center. The first paddle will be held on June 22nd at 6pm.

Action Options/Recommendation:

Source of Funding (if applicable): The WWLC hosts the event and the food/entertainment is donated. Participants pay \$35 to attend the event.

ATTACHMENTS:

1. 06-18-24 24-xxxx Authorize Fundraising Baldwin County Child Advocacy Center

RESOLUTION NO. 24-xxxx

**A RESOLUTION AUTHORIZING THE CITY OF ORANGE BEACH TO
RAISE FUNDS FOR THE BALDWIN COUNTY CHILD ADVOCACY CENTER**

FINDINGS:

1. The Baldwin County Child Advocacy Center is a 501(c)3 nonprofit organization that specializes in providing counseling and interview services for children who have experienced sexual and/or physical abuse. Their staff is specially-trained to provide a “child-friendly” environment that conveys “protection, comfort, dignity and compassion” when handling such delicate matters with young children.
2. Under the Public Purpose Doctrine and Attorney General Opinion 2019-027, municipalities may engage in fundraising for a private entity when a public interest is served and the purpose is to provide a service which the City is statutorily authorized to provide.
3. The Baldwin County Child Advocacy Center serves a public purpose by promoting the welfare of children in our community through offering a safe and compassionate environment for children’s counseling services in Baldwin County for those who have experienced physical and/or sexual abuse.
4. The Baldwin County Child Advocacy Center also performs forensic interviews with children who have experienced or are vulnerable to physical and/or sexual abuse. Under both State Statute and City Ordinance, it is the responsibility of the City to expend funds for the purpose of investigating crimes of this nature which occur within our Police Jurisdiction. The BCCAC aids in these investigative efforts.
5. The City wishes to utilize its Full Moon Paddle events at the Wind and Water Learning Center during the summer of 2024 to fundraise for the Baldwin County Child Advocacy Center.
6. The City Council of the City of Orange Beach has determined that it is in the best interest of the City and its citizens to utilize the Wind and Water Learning Center’s Full Moon Paddle events to fundraise for the Baldwin County Child Advocacy Center.

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

1. That the City Council hereby authorizes the use of municipal funds and personnel to host the Full Moon Paddle events at the Wind and Water Learning Center for the purpose of fundraising for the Baldwin County Child Advocacy Center; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 18th DAY OF JUNE, 2024.

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. 24-xxx, which was duly and legally adopted at a regular meeting of the City Council on June 18, 2024.

City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
JUNE 4, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of an agreement with the University of Alabama for collaboration on a research project titled "Project Freedom South" sponsored by the Alabama Department of Mental Health. (JS)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 06-18-24 24-xxxx Authorize Research Agreement University of Alabama Project Freedom South
2. 2024.05.31 Research Agreement University of Alabama Project Freedom South

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF AN
AGREEMENT WITH THE UNIVERSITY OF ALABAMA
FOR COLLABORATION ON A RESEARCH PROJECT TITLED
“PROJECT FREEDOM SOUTH” SPONSORED BY
THE ALABAMA DEPARTMENT OF MENTAL HEALTH**

FINDINGS:

1. The Alabama Department of Mental Health has sponsored a University of Alabama research project titled “Project Freedom South” for the purpose of furthering first responder education and distribution of overdose medications.
2. The University of Alabama has proposed an agreement to collaborate with the City of Orange Beach’s Fire Department for data collection related to the administration of overdose medication Naxolone.
3. After having reviewed the agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

1. That the Council authorizes the Mayor to execute the agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and the Board of Trustees of the University of Alabama, for and on behalf of its constituent institution, the University of Alabama, 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 18th DAY OF JUNE, 2024.

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. 24-xxx, which was duly and legally adopted at a regular meeting of the City Council on June 18, 2024.

City Clerk

STATE OF ALABAMA)
)
COUNTY OF TUSCALOOSA)

AGREEMENT

THIS AGREEMENT (hereinafter referred to as “Agreement”) made and entered into by and between The Board of Trustees of the University of Alabama, a public corporation and constitutional instrumentality of the State of Alabama, for and on behalf of its constituent institution, The University of Alabama (hereinafter referred to as "UA") located at 152 Rose Administration, Box 870104, Tuscaloosa, Alabama 35487-0104, and the below-referenced party (hereinafter referred to as “COLLABORATOR "). UA and COLLABORATOR are each sometimes referred to herein as a “Party” and collectively as the “Parties”.

COLLABORATOR: City of Orange Beach

ADDRESS: 25855 John Snook Drive
Orange Beach, AL 36561
Attention: Tony Kennon

PHONE: 251-981-6810

E-MAIL: tkennon@orangebeachal.gov

WHEREAS, this Agreement describes the scope of the research and educational activities, and shared resources that will form the basis of a cooperative research program between UA and COLLABORATOR;

WHEREAS, the Alabama Department of Mental Health (“ADMH”) has sponsored a UA research project titled “Project Freedom South” under the direction of UA Principal Investigator, David Albright, Ph.D., for the purpose of furthering first responder education and distribution of overdose medications (the “Purpose”);

WHEREAS, UA, by and through its School of Social Work and COLLABORATOR share common interests and expertise related to the Purpose and mutually desire to further and enhance cooperative research and educational programs between UA and COLLABORATOR;

WHEREAS, subject to the terms of this Agreement, UA wishes, through the Alabama Department of Public Health (“ADPH”), to provide to COLLABORATOR, and COLLABORATOR wishes to receive, certain overdose medications;

WHEREAS, COLLABORATOR wishes to provide to UA, and UA wishes to accept from COLLABORATOR, certain data related to the Purpose;

NOW THEREFORE, for and in consideration of the foregoing and the mutual covenants herein, and in consideration of other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

I. UA ACTIVITIES

1.1. Training. COLLABORATOR will access the Alabama Board of Pharmacy-approved online training (“ALBOP Training”) for administration of the Medication (as defined hereinbelow). UA will provide additional training on administration of the Medication (the “Additional Training”) to COLLABORATOR’s personnel on a monthly basis, in accordance with the Project Freedom South agreement with ADMH, subsequent to the delivery of the Medication to COLLABORATOR. The Additional Training will address dangerous opioid and other licit and illicit drug safety, referral to treatment for follow-up services, Mental Health First Aid Training, collecting outcome data, and a refresher/follow-up training on administration of the Medication. The ALBOP Training and the Additional Training are sometimes collectively referred to herein as the “Training.”

1.2. Naloxone. Pursuant to its agreement with, and funding provided by, ADMH, UA may, from time-to-time, procure the overdose medication Naloxone (the “Medication”). The Medication will be received, stored, and dispensed by the Alabama Department of Public Health (“ADPH”). In accordance with the Project Freedom South agreement with ADMH, applicable law, rules, and regulations, subject to availability, and in the sole discretion of UA, UA may, but is under no obligation to, request that ADPH dispense Medication to the COLLABORATOR for use in administering to persons for the purpose of treating opioid overdose (a “Medication Recipient”).

II. COLLABORATOR ACTIVITIES

2.1 Training. COLLABORATOR shall ensure that its qualified personnel attend the Training, as required by UA. Distribution of the Medication will be determined by, and subject to, appropriate completion of ADPH and/or ADMH requirements and current state standing orders for distribution of the Medication. The Medication will not be distributed to COLLABORATOR if all Training is not timely completed.

2.2. Naloxone. COLLABORATOR shall ensure that it receives and administers the Medication in accordance with all applicable laws, rules, and regulations, using the professional skill and care standard for its industry or similarly situated entities, and in line with its organizational procedures and policies.

2.3 Data. COLLABORATOR shall collect certain data concerning the administration of the Medication (the “Data”). The Data shall include, but shall not be limited to, the age and gender of the Medication Recipient, the dose of Medication

administered to each Medication Recipient, the outcome of the administration of the Medication to each Medication Recipient, and the GIS coordinates where the Medication is administered to each Medication Recipient. The Data shall be submitted to UA within five (5) business days of each administration of the Medication. COLLABORATOR grants to UA a royalty-free, fully paid-up, irrevocable license to UA in and to the Data for academic and research purposes, including, but not limited to, fulfilling its obligations under the Project Freedom South agreement with ADMH. Data shall be transmitted via UA Box.

III. TERM AND TERMINATION

This Agreement, which is effective upon the date of its execution by the last of the signatory Parties hereto, shall automatically expire and be deemed terminated effective upon the date of the happening or occurrence of any one of the following events or conditions, whichever shall first occur:

- written notice provided by UA to COLLABORATOR of UA's termination of the Agreement;
- the termination of the Project Freedom South agreement between UA and ADMH;
- mutual agreement of the parties to terminate the Agreement; or
- September 30, 2024.

Notwithstanding the foregoing, if the Project Freedom South agreement between UA and ADMH is extended (whether by amendment or recurring fiscal year agreement) beyond September 30, 2024, this Agreement shall automatically renew for one year periods and shall terminate when the Project Freedom South agreement between UA and ADMH terminates or when terminated by one or more of the Parties as set forth above.

IV. MISCELLANEOUS

4.1 Independent Contractors. The Parties shall be deemed to be independent contractors and the employees of one (1) Party shall not be deemed to be employees of the other. This Agreement shall not constitute, create, or in any way be interpreted as a joint venture, agency relationship or formal business organization of any kind.

4.2 Release and Indemnification. To the extent allowed by Alabama law, the COLLABORATOR shall and does release, discharge, indemnify, and hold harmless UA, its trustees, directors, officers, employees, agents, and representatives, from any and all claims for personal injury, death, or property damage and any other losses, damages, claims, suits, rights of action, costs, liabilities, charges or expenses, including attorney's

fees, that arise out of, in connection with, or are related to the activities to be conducted under this Agreement.

4.3 Immunities. UA, and if a state or public entity so entitled, COLLABORATOR, does not waive and specifically reserves all immunities to which it is entitled by the constitution, laws, and statutes of the United States and the State of Alabama, including, without limitation, the immunities contained within Article 1, section 14, of the Constitution of Alabama. Any claim against UA must be made through the Alabama State Board of Adjustment. Exclusive jurisdiction and venue of any claims that are not barred by immunity, nor required to be filed before the State Board of Adjustment, shall lie in the United States District Court for the Northern District of Alabama, Western Division, or the Circuit Court of Tuscaloosa County, Alabama.

4.4 Insurance. The COLLABORATOR shall at all times carry and maintain comprehensive insurance, including professional liability insurance, in amounts and coverage acceptable to UA.

4.5 Compliance. COLLABORATOR shall comply with all laws, rules, and regulations governing its activities pursuant to this Agreement.

4.6 No Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other party.

4.7 Liability. The COLLABORATOR shall have the sole responsibility for the treatment of persons under its care, including, but not limited to, the administration of the Medication. To the extent allowed by Alabama law, COLLABORATOR shall be liable for its own acts and/or omissions hereunder, including the administration, or lack of administration, of the Medication.

4.8 No Assignment. This Agreement may not be altered, assigned or otherwise transferred by either Party, in whole or in part, without the express prior written consent of the other Party.

4.9 Choice of Law. This Agreement shall be governed, construed and interpreted in accordance with the laws of the United States and the State of Alabama.

4.10 Facsimile/E-Signatures. This Agreement may be executed in any number of, and by different Parties hereto on, separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a Party by facsimile or electronic transmission (including, without limitation, email transmission of a .pdf file or other image) shall be deemed to be an original signature hereto.

4.11 Captions. The various headings or captions in this Agreement are for convenience only and shall not affect the meaning or interpretation of this Agreement.

[CONTINUES ON FOLLOWING PAGE]

In Process

**THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF ALABAMA,
for and on behalf of its constituent institution,
THE UNIVERSITY OF ALABAMA**

By: _____

Title: _____

Date: _____

In Process

[CONTINUES ON FOLLOWING PAGE]

COLLABORATOR

By: _____

Name: Tony Kennon

Title: City Mayor

Date: _____

In Process



**REGULAR COMMITTEE OF THE WHOLE MEETING
JUNE 4, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of a Vehicle for the Administration Department through State Bid from Stivers Ford Lincoln, Inc., in the amount of \$37,958. (RE)

Background/Description: This vehicle is replacing one of two vehicles managed by the Admin Department that is used for travel by multiple city departments. Admin's 2013 Dodge Caravan had become unreliable for out-of-town travel and has been transferred to the Event Center to fill a need.

Action Options/Recommendation:

Source of Funding (if applicable): Budgeted, Admin Capital Equipment \$40,000

ATTACHMENTS:

1. 06-18-24 24-xxx Authorize Purchase Vehicle Admin State Bid
2. 2024.05.13 Quote - Admin - Stivers 2024 Ford Explorer

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF
A VEHICLE FOR THE ADMINISTRATION DEPARTMENT
THROUGH STATE BID FROM STIVERS FORD LINCOLN, INC.
IN THE AMOUNT OF \$37,958**

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

1. That the City Council for the City of Orange Beach, Alabama, hereby authorizes the purchase of One (1) Vehicle for the Administration Department from Stivers Ford Lincoln, Inc., through Alabama State Bid in the amount of \$37,958.00;
2. That the Mayor is hereby authorized to approve payment to Stivers Ford Lincoln, Inc., in the amount of \$37,458.00 plus \$500.00 delivery for One (1) 2024 Ford Explorer XLT 200A 2WD;
3. That the equipment as described in this Resolution is to be used only for official business of the City of Orange Beach; and
4. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 18th DAY OF JUNE, 2024.

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. 24-xxx, which was duly and legally adopted at a regular meeting of the City Council on June 18, 2024.

City Clerk

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

2024 FORD EXPLORER -- STATE CONTRACT T191L - S040

CONTRACT NUMBER: 220000003128-3

CONTRACT AMOUNT: \$33,098

MODEL SERIES

K8B

ORDER CODE 100A

Utility Vehicle - Ford Explorer Four Wheel Drive Equipped With 3.3L V6 Engine & 10-Speed Automatic Transmission

K8B	Explorer 4WD Model - 3.3L V6 Engine w/ 10 Speed Transmission	SOLD OUT	\$ 33,098	☐
7N	Cloth Seats - Sandstone		NC	☐
K7B	Explorer 2WD Model - 2.3L Ecoboost I-4 Engine w/ 10 Speed Transmission	SOLD OUT	\$ 32,753	☐
7N	Cloth Seats - Sandstone		NC	☐
K7D	Explorer XLT 200A 2WD Model - 2.3L Ecoboost Engine w/ 10 Spd Transmission		\$ 37,458	☒
K8D	Explorer XLT 200A 4WD Model - 2.3L Ecoboost Engine w/ 10 Spd Transmission		\$ 39,383	☐
8N	Unique Cloth Seats - Sandstone		NC	☐
86	Unique Cloth Seats - Ebony		NC	☒

EXPLORER BASE and XLT OPTIONS

ST1	4-Corner LED Strobes - White Front / Amber Rear (Dealer	\$ 689	☐
KEY	2 Extra Keys	\$ 600	☐
52T	Trailer Tow Pkg. - Class III	\$ 545	☐
FM2	All-Weather Floor Mats	\$ 189	☐
CM2	Cargo Mat	\$ 199	☐
50M	Splash Guards	\$ 289	☐
16A	Floor Liners / No Carpet	\$ 160	☐
942	Daytime Tuning Lights	\$ 45	☐
17U	2nd Row Bench Seat (ILO of Buckets) (XLT 200A)	\$ 495	☐

EXTERIOR COLOR OPTIONS -- Colors are NC:

YZ OXFORD WHITE NC ☒

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

Delivery Address: _____

TOTAL VEHICLE (Required) **\$ 37,458**

Customer: _____

Contact: _____

Phone: _____

Email: _____

STATE CONTRACT TERMS: PAYMENT DUE AT TIME OF DELIVERY

SIGNATURE: (Required)

DATE (Required):

PURCHASE ORDER NUMBER: (Required)

QUANTITY

1



**REGULAR COMMITTEE OF THE WHOLE MEETING
JUNE 4, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a marina slip license agreement with Pelican's Perch Marina and Boat Yard. (JS)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 06-18-24 24-xxx Authorize License Agreement Fire Boat Pelicans Perch Marina Slip
2. 2024.05.08 Marina Slip License Agreement Pelicans Perch Fire Boat

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
MARINA SLIP LICENSE AGREEMENT WITH
PELICAN’S PERCH MARINA AND BOAT YARD**

FINDINGS:

1. The City of Orange Beach and Pelican’s Perch Marina and Boat Yard, (“Marina”) have reached an agreement (attached Exhibit A) whereby the Marina will provide the City with boat slips at the Marina Facility for use by City watercraft.
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 Pelican’s Perch Marina and Boat Yard, as an act for and on behalf of the City of Orange Beach subject to final approval by the City Attorney;
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 18th DAY OF JUNE, 2024.

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. 24-xxx, which was duly and legally adopted at a regular meeting of the City Council on June 18, 2024.

City Clerk

MARINA SLIP LICENSE AGREEMENT

THIS MARINA SLIP LICENSE AGREEMENT (this "Agreement") is made and entered into this 8th day of May 2024, in Baldwin County, Alabama, by and between Pelican's Perch Marina and Boat Yard ("Marina"), and the City of Orange Beach, an Alabama class 8 municipality ("the City").

WHEREAS, the City intends to use a slip at the Marina Facility (as hereinafter defined) for the purpose of positioning the following emergency response equipment, including: 1-38' Fireboat.

WHEREAS, Marina is willing to license certain slips (as hereinafter defined) to the City to use for such purpose, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, Marina and the City agree as follows:

1. License. Marina licenses to the City the use of Boat Slips assigned above (the "Slips") at The Marina for the purpose of docking and keeping certain watercraft used as part of the City's emergency fire response. As used herein, the term Boat or Boats shall also refer to any watercraft berthed in the Slips in Marina Facility during the Term of this Agreement.
2. Term. The term of this Agreement shall commence on May 8, 2024 ("the Commencement Date") and shall expire on May 8, 2025 ("the Termination Date") (the duration from the Commencement Date to the Termination Date being the "Term").
3. Slip Usage Fees. The City will not be charged slip usage fees for its use of the Slips pursuant to this Agreement.
4. Restrictions on Use. This Agreement is personal to the City and may not be assigned or transferred by the City at any time.
5. Insurance. At all times from and after the Commencement Date, the City shall procure and maintain, at its sole cost and expense, commercial general liability insurance with broad form contractual liability coverage and accidental pollution coverage with coverage limits of not less than One Million Dollars (\$1,000,000.00) combined single limit, per occurrence, and Three Million Dollars (\$3,000,000.00) general aggregate. The City shall have the Marina expressly identified in the insurance policy as an additional named insured. Marina requires the City to provide evidence satisfactory to it of compliance with the City's obligations to insure prior to any Boat's arrival in the Marina Facility.
6. Indemnification. To the extent allowed by Alabama law, the City shall indemnify, protect, defend, and hold Marina harmless from and against any and all claims, damages, demands, suits, or liabilities ("Claims") arising out of or in connection with loss of life, personal injury, property damage or otherwise arising from: (a) the City's use or occupation of the Slips or the Marina Facilities or any activity in or about the Slips or Marina Facilities by the City.
9. Notices. Any notice required or permitted to be delivered hereunder shall, except as otherwise expressly provided herein, be in writing and shall be deemed to have been given upon the earlier to occur of (a) actual receipt by the addressee thereof; (b) the third (3rd) day after the

deposit of such notice in the United States Mail, postage prepaid, registered or certified mail, return receipt requested, addressed to Marina or the City, as the case may be, as set forth above, or as may be provided from time to time; (c) the first (1st) day after such notice has been deposited with a nationally recognized overnight courier (i.e. Federal Express); or (d) date of first refusal thereof, addressed to Marina or the City, as the case may be, as set forth above, or as may be provided from time to time. The attorneys for any party hereto may send and receive notices hereunder on such party's behalf.

10. Entire Agreement. This Agreement contains the entire understanding between the City and Marina concerning the subject matter hereof, and no other representation or inducement, verbal or written, has been made which is not contained in this Agreement.

11. No Amendment. Except for Marina's amendment or modification of the Rules and Regulations as provided in the Agreement, no amendment or modification of the terms of this Agreement shall be valid or binding unless in writing and signed by both Marina and the City.

12. Invalid or Unenforceable Provision. Marina and the City agree that if any provision contained herein is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall be unaffected and will be valid and enforceable, and there shall be deemed substituted for such invalid or unenforceable provision a provision which, as closely as possible, conforms to the invalid or unenforceable provision and which is valid and enforceable.

13. Governing Law; Venue. This Agreement shall be construed under and in accordance with the maritime law of the United States to the extent applicable, and otherwise under and in accordance with the law of the State of Alabama. All obligations of the parties created in this Agreement are performable in Baldwin County, Alabama, and the sole and exclusive venue for any Claim or litigation arising out of, relating to, or under this Agreement shall be in the state courts of Baldwin County, Alabama, or if those courts are without jurisdiction, in the United States District Court for the Southern District of Alabama, Southern Division.

14. License. Marina and the City acknowledge and agree that this Agreement constitutes a license of Slips only, not a lease.

15. Assignment. This Agreement is non-transferable by the City to any third party by voluntary act or assignment or by execution, sale or other legal process or any operation of law except to an assignee who has been approved in advance, in writing, by Marina. Marina reserves the right to transfer and assign this Agreement without the City's consent, and upon such transfer and assignment Marina shall thereafter be released and relieved from any further obligations hereunder.

16. Assumption of Risk, Release, Hold Harmless. The City acknowledges that Marina has charged a lower Slip Usage Fee than Marina otherwise would require absent the terms in this Section 16 and expressly agrees that:

- A. Vessels, marinas and areas in and around marinas can be hazardous to both property and persons, thereby posing a substantial risk of damage and injury to both property and persons (such hazards include but are not limited to slips, falls, drownings, electrocution, prop wash damage, winds, waves, storms, fires, vessel collisions and vessel sinkings);

- B. Without limiting any of the foregoing, the City waives any right or Claim against Marina for damage sustained by the Boat or by the City which is covered wholly or partially under any insurance policy.

17. Force Majeure: Assumption of Risk by City. Marina shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Agreement when prevented from so doing by a cause or causes beyond Marina's control, which shall include without limitation all labor disputes, governmental regulations or controls, fire or other casualty, or acts of God. Without limiting the generality of the foregoing, the City, by its execution hereof, acknowledges that the Marina Facility (or a significant portion thereof) is a floating facility and that the body of water upon which the Marina Facility sits is not at a constant level. Moreover, the water levels historically have been (and in the future will be) subject to wide variation. The City recognizes this and assumes the risk that there may be times when the water and/or the Boat may be inaccessible. Therefore, the City acknowledges and agrees that Marina shall not be liable to the City for any damages, Claims, costs or expenses incurred by the City, nor shall the City be entitled to any refund or to terminate this Agreement in the event that water conditions in and around the Marina Facility (i) require a closure of the body of water on which the Marina Facility sits (whether by governmental agencies, impassable water levels or otherwise), (ii) necessitate that Marina, in Marina's sole and absolute discretion, relocate the Slip to an alternative location, or (iii) prevent, in Marina's sole and absolute discretion, the launching of the Boat into Marina waters. In the event Marina relocates the location of the Slip pursuant to clause (ii) above, and due to such relocation, the Slip is not accessible by land, Marina shall use good faith efforts to provide reasonable alternative (whether by ferry or otherwise) access to such Slip.

18. No Implied Duties or Warranties. Marina's duties and warranties are limited to those expressly stated in this Agreement and shall not include any implied duties or warranties, now or in the future. No representations or warranties have been made by Marina other than those contained in this Agreement. The City hereby waives any and all warranties, express or implied, with respect to the subject matter of this Agreement which may exist by operation of law or in equity, including, without limitation, any warranty of habitability or fitness for a particular purpose.

Pelican's Perch Marina and Boat Yard

By: Benson Hodges

Name: Benson Hodges

Title: SERVICE WRITER

THE CITY OF ORANGE BEACH, ALABAMA

An Alabama Class 8 Municipality

By: _____

Name: Tony Kennon

Title: Mayor

City Notice Address: City Clerk, PO Box 458, Orange Beach, Alabama, 36561



**REGULAR COMMITTEE OF THE WHOLE MEETING
JUNE 4, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a professional services agreement with Grace Stanton for theatrical performance direction for "Alice in Wonderland JR." (JL)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 06-18-24 24-xxx Authorize Professional Services Agreement Performing Arts Grace Stanton Alice in Wonderland JR
2. 2024.05.31 Professional Services Agreement Grace Stanton Performing Arts

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH GRACE STANTON
FOR THEATRICAL PERFORMANCE DIRECTION FOR “ALICE IN WONDERLAND JR”**

FINDINGS:

1. The City of Orange Beach has reached an agreement (attached Exhibit A) with Grace Stanton whereby Grace Stanton will provide theatrical performance direction for the City’s fall 2024 children’s theatre production of *Alice in Wonderland JR* by the Performing Arts division of the City of Orange Beach Expect Excellence program.
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 Grace Stanton 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 18th DAY OF JUNE, 2024.

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. 24-xxx, which was duly and legally adopted at a regular meeting of the City Council on June 18, 2024.

City Clerk

PROFESSIONAL SERVICES CONTRACT

This Agreement is made and entered into by and between the City of Orange Beach, a Class 8 Alabama municipal corporation (hereinafter the "City") and Grace Stanton, an individual (hereinafter the "Contractor"), as follows:

1. Recitals

WHEREAS, the City desires to engage Contractor to provide theatrical performance direction for the City's Expect Excellence Performing Arts program's fall 2024 children's theatre performance of "Alice in Wonderland JR," or such other production as selected by the City;

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

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties hereby covenant and agree as follows:

2. Services to be Performed

- a) Contractor will provide theater direction for the City's fall 2024 children's theatre performance of "Alice in Wonderland JR," or such other production as selected by the City.
- b) Contractor will perform such other services with regard to the City's fall 2024 children's theatre performance, including directing, costume, lighting and set design, and supervision during rehearsals, tech week and shows, as are mutually agreed to between the Contractor and the City.

3. Compensation

- a) As full and total compensation for the services to be provided pursuant to this Agreement, Contractor shall be paid \$4,000, plus pre-approved expenses incurred as part of Contractor's performance of this contract, in accordance with City policies.
- b) Contractor agrees to abide by the City's established policies and agrees that any travel and expenses must be approved in writing in advance by the City.
- c) Contractor shall be paid in three (3) monthly payments of \$1,333.33, \$1,333.33, and \$1,333.34, upon the City's receipt of a properly documented invoice for coaching services performed.

4. Term.

The term of this Agreement is three (3) months commencing July 1, 2024, and ending September 30, 2024.

5. Independent Contractor.

- a) Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor.
- b) Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense as City may from time to time request to indicate that it is an independent Contractor. City does not, and will not, assume any responsibility for the means

by which or the manner in which the services by Contractor provided for herein are performed but, on the contrary, Contractor shall be wholly responsible therefor.

6. Insurance.

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

7. Assignment.

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

8. Compliance with Law.

Contractor hereby agrees to comply strictly with all the laws of the State of Alabama and of the United States, and the laws and ordinances of any other jurisdiction in which contractor may perform any work pursuant to this Agreement. Contractor further agrees to comply with all rules, regulations, policies, and City ordinances of the City of Orange Beach.

9. Termination.

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

10. Final Agreement.

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

11. Modifications.

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

12. Severability.

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

13. Law Governing.

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

14. Permits, etc.

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

15. Background Check and Drug Testing

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

16. Indemnification

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

17. Confidentiality

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

18. Notices.

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

City of Orange Beach:

City Clerk

Post Office Box 458

Orange Beach, AL 36561

Copy to:

City Attorney

P.O. Box 458

Orange Beach, AL 36561

And to Contractor:

Grace Stanton

18818 Sims Drive

Gulf Shores, AL 36542

IN WITNESS WHEREOF, we have hereunto set our hands and seal on this the ____ day of _____, 2024.

CITY OF ORANGE BEACH

By: _____
Tony Kennon
Mayor

ATTEST:

Renee Eberly, City Clerk

Grace Stanton, an Individual

STATE OF ALABAMA
COUNTY OF BALDWIN

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

Given under my hand and seal this the _____ day of _____, 2024.

(SEAL)

Notary Public
State of Alabama
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 Grace Stanton, an individual, whose name is signed to the foregoing agreement, and who is known to me, acknowledged before me this day that, being informed of the contents of the above and foregoing agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the _____ day of _____, 2024.

(SEAL)

Notary Public
My Commission Expires: _____



**REGULAR COMMITTEE OF THE WHOLE MEETING
JUNE 4, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a professional services agreement with Katherine "Kit" Alexander to provide planning, zoning, and engineering consultation services for the Community Development Department. (AR)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 06-18-24 24-xxxx Authorize Professional Services Agreement Kit Alexander Community Development
2. 2024.05.31 Professional Services Agreement Kit Alexander Community Development

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH KATHERINE “KIT” ALEXANDER
TO PROVIDE PLANNING, ZONING, AND ENGINEERING CONSULTATION SERVICES
FOR THE COMMUNITY DEVELOPMENT DEPARTMENT**

FINDINGS:

1. Katherine “Kit” Alexander is a retired engineer with over 20 years of experience in planning, zoning, and engineering who was previously employed with the City of Orange Beach and retired in February 2024.
2. The City wishes to engage Kit Alexander as an Independent Contractor to provide planning, zoning, and engineering consultation services for the benefit of the City of Orange Beach Community Development Department.
3. The City and Kit Alexander have reached an agreement (attached Exhibit A) whereby the City of Orange Beach agrees to pay Kit Alexander to provide consultation services on a remote, hourly basis at request of the City’s Community Development Department.
4. After having reviewed the agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

1. That the Mayor is hereby authorized to execute the agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and Katherine “Kit” Alexander, 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 18th DAY OF JUNE, 2024.

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. 24-xxx, which was duly and legally adopted at a regular meeting of the City Council on June 18, 2024.

City Clerk

PROFESSIONAL SERVICES CONTRACT

This Agreement is made and entered into by and between the City of Orange Beach, a Class 8 Alabama municipal corporation (hereinafter the "City") and Katherine "Kit" Alexander an individual (hereinafter the "Contractor"), as follows:

1. Recitals

WHEREAS, the City desires to engage Contractor to provide professional services including, but not limited to, planning, zoning, and engineering consultation;

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

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties hereby covenant and agree as follows:

2. Services to be Performed

- a) Contractor will provide consultation services for the purpose of assisting the Community Development Department in certain tasks;
- b) Contractor will perform such other services with regard to the City's planning, zoning and engineering needs as are mutually agreed to between the Contractor and the City.

3. Compensation

- a) As full and total compensation for the services to be provided pursuant to this Agreement, Contractor shall be paid \$100 per hour, plus pre-approved expenses incurred as part of Contractor's performance of this contract, in accordance with City policies. The maximum compensation shall be \$38,000.00 annually calculated per January to December calendar period.
- b) Contractor agrees to abide by the City's established policies and agrees that any travel and expenses must be approved in writing in advance by the City.
- c) Contractor shall be paid monthly, upon the City's receipt of a properly documented invoice for consulting services performed.

4. Term.

The term of this Agreement is shall commence July 1, 2024, and end December 31, 2024. The Agreement may be renewed for additional renewal terms at twelve (12) months per term, from January 1 to December 31 of any subsequent renewal term.

5. Independent Contractor.

- a) Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor.
- b) Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense as City may from time to time

request to indicate that it is an independent Contractor. City does not, and will not, assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed but, on the contrary, Contractor shall be wholly responsible therefor.

6. Insurance.

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

7. Assignment.

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

8. Compliance with Law.

Contractor hereby agrees to comply strictly with all the laws of the State of Alabama and of the United States, and the laws and ordinances of any other jurisdiction in which contractor may perform any work pursuant to this Agreement. Contractor further agrees to comply with all rules, regulations, policies, and City ordinances of the City of Orange Beach.

9. Termination.

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

10. Final Agreement.

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

11. Modifications.

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

12. Severability.

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

13. Law Governing.

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

14. Permits, etc.

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

15. Background Check and Drug Testing

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

16. Indemnification

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

17. Confidentiality

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

any person or entity for any purpose whatsoever. This includes records, passwords, access codes, manuals, statistics, software, audio/video recordings, or storage disks of any kind containing Protected Information.

18. Notices.

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

City of Orange Beach:

City Clerk
Post Office Box 458
Orange Beach, AL 36561

Copy to:

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

And to Contractor:

Kit Alexander
5110 Pine Road
Orange Beach, AL 36561

IN WITNESS WHEREOF, we have hereunto set our hands and seal on this the ____ day of _____, 2024.

CITY OF ORANGE BEACH

By: _____
Tony Kennon
Mayor

ATTEST:

Renee Eberly, City Clerk

Katherine "Kit" Alexander, an Individual

STATE OF ALABAMA
COUNTY OF BALDWIN

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

Given under my hand and seal this the _____ day of _____, 2024.

(SEAL)

Notary Public
State of Alabama
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 Katherine "Kit" Alexander, an individual, whose name is signed to the foregoing agreement, and who is known to me, acknowledged before me this day that, being informed of the contents of the above and foregoing agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the _____ day of _____, 2024.

(SEAL)

Notary Public
My Commission Expires: _____



**REGULAR COMMITTEE OF THE WHOLE MEETING
JUNE 4, 2024**

Departments: City Clerk

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

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 06-18-24 24-xxx Authorize Professional Services Agreement Sally Wyrick Water Aerobics Aquatics Center
2. 2024.05.31 Professional Services Agreement Sally Wyrick Water Aerobics Aquatics Center

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH SALLY WYRICK
FOR WATER AEROBICS INSTRUCTION AT THE AQUATICS CENTER**

FINDINGS:

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

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

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

ADOPTED THIS 18th DAY OF JUNE, 2024.

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. 24-xxx, which was duly and legally adopted at a regular meeting of the City Council on June 18, 2024.

City Clerk

PROFESSIONAL SERVICES CONTRACT

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

1. Recitals:

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

2. Contractor’s Obligations:

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

3. City’s Obligations:

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

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

The term of this agreement shall begin on June 24, 2024, and end on November 30, 2024 unless terminated earlier in accordance with paragraph 11. This agreement may be renewed annually by resolution adopted by the City Council. Classes will not be held during the months of January and December.
6. Independent Contractor:
 - a. Notwithstanding any of the provisions of this Agreement, it is agreed that City has no financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor, nor shall Contractor at any time or times use the name or credit of City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.
 - b. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an Independent Contractor in every respect and shall take all steps at its own expense, as City may from time-to-time request, to indicate that it is an Independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefor.
7. Assignment:

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

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

9. Indemnity:

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

10. Compliance with Law:

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

11. Termination:

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

12. Final Agreement:

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

13. Modifications:

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

14. Severability:

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

15. Law Governing:

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

16. Permits, Licensing, etc:

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

17. Confidentiality:

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

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

18. Notices:

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

City of Orange Beach:

City Clerk
Post Office Box 458
Orange Beach, Alabama 36561

With Required Copy to:

City Attorney
Post Office Box 458
Orange Beach, Alabama 36561

And to Contractor:

Sally Wyrick
26434 Caribe Drive
Orange Beach, AL 36561

IN WITNESS WHEREOF, we have hereunto set our hands and seal on this the _____ day of _____, 2024.

CITY OF ORANGE BEACH,
An Alabama Municipal Corporation

By: _____
Tony Kennon, Mayor

ATTEST:

Renee Eberly, City Clerk

CONTRACTOR

By: _____
Sally Wyrick, an Individual

STATE OF ALABAMA

COUNTY OF BALDWIN

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

Given under my hand and seal on the _____ day of _____, 2024.

(SEAL)

Notary Public

My Commission Expires: _____

STATE OF ALABAMA
COUNTY OF BALDWIN

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

Given under my hand and seal on the _____ day of _____, 2024.

(SEAL)

Notary Public

My Commission Expires: _____



**REGULAR COMMITTEE OF THE WHOLE MEETING
JUNE 4, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a right-of-way use franchise agreement with Uniti Fiber GulfCo, LLC. (JL)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 06-18-24 24-xxxx Authorize Franchise ROW Use Agreement Uniti Fiber GulfCo
2. 2024.05.31 Franchise Agreement Uniti Fiber Gulfco

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
RIGHT-OF-WAY USE FRANCHISE AGREEMENT WITH
UNITI FIBER GULFCO, LLC**

FINDINGS:

1. Uniti Fiber GulfCo, LLC, has made application for a non-exclusive franchise for the use of city right-of-ways to provide telecommunications services to customers within the corporate limits of the City of Orange Beach.
2. The City of Orange Beach is willing to grant a non-exclusive franchise on the terms and conditions set out in the Right-of-Way Franchise Agreement (attached Exhibit A).

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 attached Right-of-Way Use Franchise Agreement by and between the City of Orange Beach and Uniti Fiber GulfCo, LLC, subject to final review by the City Attorney; and
2. Uniti Fiber GulfCo, LLC, within 30 days, shall file its acceptance of the terms of the agreement on the form attached.

ADOPTED THIS 18th DAY OF JUNE, 2024.

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. 24-xxx, which was duly and legally adopted at a regular meeting of the City Council on June 18, 2024.

City Clerk

FRANCHISE AGREEMENT BETWEEN THE CITY OF ORANGE BEACH, ALABAMA
AND UNITI FIBER GULFCO, LLC, PURSUANT TO
CHAPTER 66, ARTICLE IV OF THE CODE OF ORDINANCES OF
THE CITY OF ORANGE BEACH, ALABAMA

Section 1. *Incorporation of Article IV.* The provisions of Chapter 66, Article IV of the Code of Ordinances, City of Orange Beach, Alabama, as such may be amended from time to time (hereinafter referred to as “Article IV”) are incorporated herein by reference as if fully set out herein, including, but not limited to, the definitions set forth therein.

Section 2. *Grantee.* Uniti Fiber GulfCo, LLC, as a provider of services, who, along with its lawful successor(s), transferee(s), or assignee(s), shall hereinafter be referred to as “Grantee”, has made application for a franchise pursuant to and in accordance with Article IV.

Section 3. *Grant.* The City of Orange Beach, Alabama (hereinafter “City”), where the City has the right and authority to do so, hereby grants to the Grantee a non-exclusive franchise to construction, maintain, and operate communication facilities in the rights-of-way in accordance with and subject to the provisions of Article IV, applicable law, and any mutually acceptable additional terms, as may be set forth in this Franchise Agreement or any attachments thereto. Approval of installation of facilities at specific locations or on specific support structures will be administered through the permitting process set forth in Division 3 of Article IV.

Section 4. *Certifications.* Grantee hereby certifies as follows:

(a) Grantee is a Delaware Limited Liability Company, duly organized, validly existing, and in good standing under the laws of the State of Alabama, is qualified to do business under the laws of the State of Alabama, and has the power and authority to own its properties, to carry on its business as now being conducted and as proposed in its franchise application, to execute and deliver the acceptance of this Franchise, to carry out the transactions contemplated hereby, and to perform and carry out all obligations on its part to be performed under and pursuant to this Franchise.

(b) Grantee, as of the date of the grant of this Franchise, has adequate financial resources to install its utility facilities in accordance with the provisions of Chapter 66, Article IV, of the City Code, and knows of no technical or legal impediment which would prevent it from performing as contemplated in said Article.

(c) Grantee is not prohibited by any agreement or applicable law from executing and accepting this Franchise.

(d) The person executing the written Acceptance of this Franchise has full authority to act on behalf of Grantee and to accept and agree to this Franchise.

(e) All corporate actions and consents required on Grantee's part to execute and deliver the acceptance of this Franchise have been completed.

The foregoing certifications are material to the grant of this Franchise. A breach of any of the certifications in subsections (a) through (d) above shall constitute a non-curable default under this Franchise and shall entitle the City to immediately revoke the Franchise for cause. A breach of the certification contained in subsection (e) shall constitute a curable default under this Franchise, wherein following written notice, Grantee will have reasonable time to cure such default.

Section 5. *Nonexclusive.* Grantee's use of the rights-of-way pursuant to Article IV and this Franchise shall be nonexclusive. The City specifically reserves the right to grant, at any time and from time to time, such additional franchises, licenses, use agreements or other rights to use the rights-of-way for any purpose as determined by the City, and to any other person, including itself, as it deems appropriate, subject to applicable law.

Section 6. *No title.* The grant of this Franchise shall not convey title, equitable or legal, in the rights-of-way, and the rights granted by this Franchise do not excuse the Grantee from obtaining appropriate access or attachment agreements before locating its facilities on another person's poles or support structures in the rights-of-way.

Section 7. *Term of Franchise.* Subject to termination or revocation, this Franchise shall be valid for a period of five (5) years commencing on the date of adoption of this resolution (hereinafter referred to as "Effective Date"). Upon Grantee's written certification to the public works director within 30 days of the expiration of the Franchise that Grantee remains in compliance with the provisions of Article IV, including this Franchise and each outstanding permit, then the Franchise will be automatically extended for an additional five (5) year term without further action required by the City.

Section 9. *Franchise Fees.*

(a) ***Fees.*** Beginning one year from the effective date of this agreement, Grantee must pay to the City a quarterly franchise fee in an amount equal to five percent (5%) of its gross revenues derived from providing service in the City for the preceding three (3) months. Fees shall be payable for each quarter ending on March

31, June 30, September 31 and December 31 of each year during the term of this agreement.

(b) *Payment.* Each payment shall be accompanied by a statement showing the gross revenues by category and the manner in which the fee was calculated. Grantee shall specifically describe what revenues were included and excluded in calculating the franchise fee, and any adjustment made to gross revenues. The statement and fee payments shall be personally delivered or mailed to the City on or before the 15th of the month following the close of the preceding quarter to City of Orange Beach Finance Department, PO Box 1159, Orange Beach, AL, 36561.

(c) *Penalties and Interest.* All franchise fees not paid within 30 days from the date they fall due shall be increased by five percent (5%) for the first 30 days they shall be delinquent, or fraction thereof, and shall be increased by an additional five percent (5%) for a delinquency of 60 or more days, but this provision shall not be deemed to authorize the delay of 30 days in the payment of the fees due, which may be enforced at once. If the Grantee fails to timely pay any amounts due and owing according to the terms of this Section 8, then Grantee shall pay interest on the unpaid balance from the date of the due date to the City.

(d) *No Accord and Satisfaction.* No acceptance by the City of any fee shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any fee payment be construed as a release of any claim of the City.

Section 10. *Enforcement; Attorneys' Fees.* The City shall be entitled to enforce this agreement through all remedies lawfully available, and Grantee shall pay the City its costs of enforcement, including reasonable attorneys' fees in the event that Grantee is determined judicially to have violated the provisions of this agreement.

Section 11. *Insurance, security and indemnification.* The Grantee understands, and, by its written Acceptance of this Franchise, hereby agrees to be bound by and comply with the provisions of Article IV applicable to insurance, security, and indemnification.

Section 12. *Inducements not offered.* The Grantee, by its written Acceptance of this Franchise, acknowledges that it has not been induced to accept this Franchise by an understanding or promise or other statement, whether verbal or written, by or on behalf of the City concerning any term or condition of said Franchise that is not included in this Franchise or in Article IV.

Section 13. *Grantee accepts terms of Franchise.* The Grantee, by its written Acceptance of this Franchise, acknowledges that it has thoroughly examined and is familiar with the terms and conditions of this Franchise and Article IV, and agrees to be bound by them.

Section 14. *Administration and enforcement.* Administration and enforcement of this Franchise shall be in accordance with Article IV.

Section 15. *Notice.* All notices or demands pursuant to this Franchise or Article IV shall be in writing and be deemed given if personally delivered or mailed, certified mail, return receipt requested to the following addresses:

If to the City, to:	Public Works Director City of Orange Beach 7394 Roscoe Road Orange Beach, Alabama 36561
With copy to:	City Attorney Post Office Box 458 Orange Beach, Alabama 36561
If to Grantee to:	Uniti Fiber GulfCo, LLC Attn: Kelly McGriff, VP and Deputy General Counsel 107 St. Francis Street Suite 1800 Mobile, Alabama 36602

All notices or demands shall be deemed effective, if personally delivered, upon delivery, and if mailed, certified mail, return receipt requested, three (3) days after mailing. The City or Grantee may from time to time designate in writing any other address for this purpose to the other party; provided, however, in no event will either the City or the Grantee be required at any time to send any notices or demands to more than two (2) designated addresses, even in the event that this Franchise is transferred or assigned in whole or part. Nothing herein shall prevent the parties from effecting personal delivery via e-mail.

Section 16. *Captions.* The captions to sections and subsections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

Section 17. Severability. The severability provisions of Ch. 1 of the City Code are rules of construction specifically included herein by reference as if fully set forth.

Section 18. Governing law. This Franchise granted and every question arising hereunder shall be construed or determined according to the laws of the State of Alabama and applicable federal law.

Section 19. When ordinance effective. This Franchise shall become effective upon its adoption.

ACCEPTED AND AGREED TO BY the undersigned Grantee on this the ____ day of _____, 2024.

GRANTEE:

By: _____

Its: _____



**REGULAR COMMITTEE OF THE WHOLE MEETING
JUNE 4, 2024**

Departments: City Clerk

Description of Topic: Reminder: Public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0205-PUD-24, Mill's Row Beachside PUD on June 18, 2024.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
JUNE 4, 2024**

Departments: City Clerk

Description of Topic: Ordinance repealing Section 70-42 of the Code of Ordinances for the City of Orange Beach, Alabama, entitled "U-turns." (JL)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 2024-xxxx Repeal Sec 70-42 U-Turns

ORDINANCE NO. 2024-xxxx

**AN ORDINANCE REPEALING SECTION 70-42 OF THE
CODE OF ORDINANCES FOR THE CITY OF ORANGE BEACH, ALABAMA
ENTITLED “U-TURNS”**

FINDINGS:

1. The City Council of the City of Orange Beach passed Ordinance 19, “An ordinance to provide parking, speed limits and traffic control within the Town of Orange Beach,” on February 4, 1985, codified at Section 70-42 of the Code of Ordinances of the City of Orange Beach. This ordinance prohibits u-turns of any vehicles at any location within the City of Orange Beach, Alabama.
2. Road construction and modifications of State and City-owned roads and highways over the years have created a number of locations where u-turns are allowed, encouraged, and directed.
3. In order to update Chapter 70, “Traffic and Vehicles,” of the City of Orange Beach Code of Ordinances to align with current highway safety standards, rules, and allowances, the City Council has determined that the provisions of Section 70-42 of the Code of Ordinances are no longer needed and the Section should be repealed in its entirety.
4. The City Council of the City of Orange Beach has determined that these amendments are in the best interest of the City of Orange Beach and its citizens.

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

1. That Section 70-42, entitled “U-turns,” of the City of Orange Beach Code of Ordinances is hereby repealed in its entirety;
2. That all ordinances or parts of ordinances in conflict are, to the extent of such conflict, repealed; and
3. That this Ordinance shall become effective immediately upon its adoption and publication as required by law.

ADOPTED THIS 18th DAY OF JUNE, 2024.

Renee Eberly
City Clerk

The City Clerk of the City of Orange Beach, Alabama hereby certifies
that the foregoing **ORDINANCE 2024-xxxx**
was posted on _____ in the following three
(3) public places:
Orange Beach City Hall _____
Orange Beach Post Office _____
Orange Beach Public Library _____

Renee Eberly, City Clerk