



REGULAR COMMITTEE OF THE WHOLE MEETING AGENDA

I. Roll Call

II. Consideration of Previous Minutes

1. Regular Council Meeting 08/06/2024
2. Committee of the Whole 08/06/2024

III. Unfinished Business

Miscellaneous

Resolutions

Ordinances

IV. New Business

Miscellaneous

1. Discuss request from Alabama Gulf Coast Zoo for annual sponsorship. (RE)
2. Discuss expiring terms on the Board of Adjustment. (RE)

Resolutions

1. Resolution authorizing the execution of a task order with McCollough Architecture, Inc., to provide design services for a Pickleball Bathroom Building in an amount not to exceed \$14,000. (GS)
2. Resolution authorizing execution of a FY2023 Assistance to Firefighters Grant Award Agreement with the U.S. Department of Homeland Security for the purchase of portable radios for the Fire Department. (NW)
3. Resolution authorizing the purchase of a Greenhouse (materials only) for the Coastal Resources Department through Sourcewell from Atlas Greenhouse, LLC, in the amount of \$75,305.33. (WS)

4. Resolution authorizing execution of Change Order No. 1 for the Justice Center Roof and Fascia Replacement with The Green-Simmons Company, Inc., to increase design pressures in an amount not to exceed \$45,667. (GS)
5. Resolution authorizing the purchase of a Video Surveillance System for the Golf Center through State Bid from Vision Security Technologies, Inc., in the amount of \$30,889.08. (NA)
6. Resolution authorizing execution of an amendment to the grant award agreement with the National Audubon Society for the stewardship of Coastal Alabama beach nesting bird habitat. (NW)
7. Resolution authorizing the execution of a cooperative agreement with the Alabama Department of Environmental Management (ADEM) for the city to provide permitting, regulating, monitoring, and inspection services and be reimbursed in an amount not to exceed \$37,950. (PW)
8. Resolution authorizing execution of a professional services agreement with Thompson Engineering, Inc., for survey, modeling, design, and engineering services to complete the Orange Beach Stormwater Master Plan Project. (NW/CP)

Public Hearings

Ordinances

1. Reminder: Public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0801-CU-24, Keel Storage Phase 4 Addition on September 3, 2024.

V. Public Comments

VI. Adjourn

**MINUTES OF
REGULAR COUNCIL MEETING
ORANGE BEACH CITY COUNCIL
AUGUST 6, 2024 – 5:00 P.M.
ORANGE BEACH EVENT CENTER**

- I. CALL TO ORDER** Mayor Tony Kennon called the meeting to order at 5:01 P.M.
- II. INVOCATION** Reverend Jim Kinder, Orange Beach United Methodist 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 (Silvers/Blalock) to approve the agenda as written. Vote unanimous in favor.

VI. CONSIDERATION OF PREVIOUS MINUTES

Regular Council Meeting 07/02/2024
Committee of the Whole 07/02/2024

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> | Property acquisition notice attached. |
| 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> | |

Mayor Kennon announced the City of Orange Beach's 40th anniversary of incorporation.

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

X. RECOGNITIONS

XI. UNFINISHED BUSINESS

Ordinances

1. Second Reading – Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0503-PUD-24, Abbey Road PUD. **Motion made (Boyd/Johnson) to adopt the ordinance excluding the zoning deviations for roadway composition, sidewalks, and street lighting.** Roll call vote revealed: Silvers, abstain; Johnson, aye; Mitchell, nay; Blalock, nay; Boyd, nay; Kennon, aye. **Motion failed. (2-3-1).**
2. Second Reading – Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0604-PUDA-24, Springhill Suites PUD Modification, Buffer Screening & Roof Features. **Motion made (Johnson/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).**

XII. NEW BUSINESS

Resolutions

1. Resolution authorizing execution of an extension of a cooperative service agreement with the U.S. Department of Agriculture to supplement nuisance wildlife control services. **Motion made (Silvers/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
2. Resolution authorizing the purchase of a Mini Excavator for the Utilities Department through Sourcewell from Parish Tractor Company, LLC, in the amount of \$53,664.80. **Motion made (Blalock/Boyd) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
3. Resolution authorizing the purchase of Four Vehicles for the Police Department through State Bid from Stivers Ford Lincoln, Inc., in the amount of \$203,984. **Motion made (Johnson/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
4. Resolution authorizing the execution of a task order with McCollough Architecture, Inc., to provide design services for a Shooting Range Building in an amount not to exceed \$23,000. **Motion made (Blalock/Mitchell) to adopt the resolution.** Council discussed briefly. Vote unanimous in favor. **Motion passed.**
5. Resolution authorizing the execution of an amended automatic aid agreement with the City of Gulf Shores for fire response within the Alabama Gulf State Park. **Motion made (Silvers/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
6. Resolution accepting the statement of work from Civic Plus for Civic Optimize for online process automation and digital services. **Motion made (Johnson/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
7. Resolution authorizing the execution of a professional services agreement with AECOM for traffic engineering services. **Motion made (Silvers/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

8. Resolution authorizing the execution of a task order with AECOM for a traffic signal warrant evaluation of SR-180 at Wharf Parkway in an amount not to exceed \$15,750. **Motion made (Boyd/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
9. Resolution authorizing execution of a grant award agreement with the Gulf Coast Resources Conservation and Development Council, Inc., for the Cotton Bayou and Terry Cove navigation aids project. **Motion made (Blalock/Boyd) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
10. Resolution authorizing execution of an acknowledgment of assignment and assumption of professional services agreement from Olsen Associates, Inc., to Foth Infrastructure & Environment, LLC. **Motion made (Silvers/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
11. Resolution authorizing execution of a task order with GeoCon Engineering & Materials Testing, Inc., to provide geotechnical testing and engineering services for roadway improvements at Carleton Lane in an amount not to exceed \$2,750. **Motion made (Silvers/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

Ordinances

1. First Reading – Ordinance amending Chapter 38, Article II of the Code of Ordinances for the City of Orange Beach, Alabama, entitled "Emergency Medical Treatment and Transport Services." No action taken. Ordinance will move to a second reading.

XIII. PUBLIC COMMENTS

None

XIV. ADJOURN

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

Time: 5:10 P.M.

APPROVED this the 3rd day of September, 2024.

Renee Eberly
City Clerk

PROPERTY ACQUISITION NOTICE PER ALA. CODE §9-15-100

Pursuant to Alabama Code §9-15-100, the City of Orange Beach hereby gives notice of purchase of real property located at 27127 Canal Road, Orange Beach, Alabama 36561 identified in the Baldwin County tax records as parcel 05-23-02-09-4-401-004.000, PPIN 8228 for a purchase price of Two Million Dollars (\$2,000,000.00) paid from the Orange Beach General Fund. Closing on this property was finalized on July 25, 2024. A formal appraisal was performed by Advanced Appraisals Weldon Payne & Co. on January 12, 2024, assigning a total market value of \$2,300,000.00 to the property. Attached to this notice is a copy of the Purchase Agreement pertaining to the property. The Mayor was authorized to execute these documents on behalf of the City by Resolution No. 24-050 which was passed by vote of the City Council at its regularly held meeting on February 20, 2024.

RESOLUTION NO. 24-050

**A RESOLUTION AUTHORIZING THE PURCHASE OF
REAL PROPERTY FROM MICHAEL A. CONTORNO AND JOAN M. CONTORNO
LOCATED AT 27127 CANAL ROAD
AND AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE
DOCUMENTS AS MAY BE REQUIRED TO ENTER AND FINALIZE THE PURCHASE**

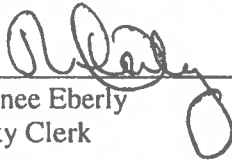
FINDINGS:

1. The City desires to purchase a certain tract of real property located at 27127 Canal Road, Orange Beach, Alabama 36561. The property adjoins property owned by the City of Orange Beach and utilized as recreational facilities.
2. Michael A. Contorno and Joan M. Contorno (collectively, "Sellers") are the owners of the above referenced property, further identified by the Baldwin County tax records as parcel 05-23-02-09-4-401-004.00, PPIN 8228 (the "Property").
3. An appraisal of the property was performed by Advanced Appraisals Weldon Payne & Co. which estimated the assigned market value of the property to be Two Million Three Hundred Thousand Dollars (\$2,300,000.00).
4. The Sellers have expressed an interest in selling the Property to the City for a purchase price of Two Million Dollars (\$2,000,000.00).
5. The Council has determined that it is in the best interest of the City and its residents to acquire the Property.

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 negotiate, enter into and execute a Real Estate Purchase Agreement for the purchase price set forth above, and on such other terms and conditions as he shall determine advisable in substantially the form attached hereto as Exhibit A subject to approval by the City Attorney, which approval shall be evidenced by his executing the said Real Estate Purchase Agreement;
2. That the Mayor is hereby authorized, in the name and on behalf of the City, to negotiate, enter into, execute, acknowledge and deliver said Real Estate Purchase Agreement, and the City Clerk is hereby authorized to affix to the Real Estate Purchase Agreement the seal of the City and to attest the same;
3. That the Mayor and City Clerk are hereby authorized to execute, deliver, seal and attest such other agreements, undertakings, documents, closing statements, affidavits and certificates, and to take such other actions on behalf of the City as may be necessary or desirable to finalize the purchase of the property described herein and to carry out the transactions contemplated by this Resolution and the above-referenced Real Estate Purchase Agreement; and
4. That this Resolution shall become effective upon its adoption.

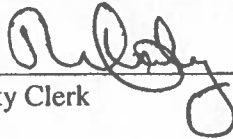
ADOPTED THIS 20th DAY OF FEBRUARY, 2024.



Renee Eberly
City Clerk

CERTIFICATE

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. 24-050, which was duly and legally adopted at a regular meeting of the City Council on February 20, 2024.



City Clerk



REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE ^{March} ~~PURCHASE~~ AGREEMENT (this "Agreement") is made and entered into effective as of ~~February 4~~, 2024 (the "Effective Date") by and among the **CITY OF ORANGE BEACH, ALABAMA**, an Alabama municipal corporation ("Buyer"), and **MICHAEL A. CONTORNO** and **JOAN M. CONTORNO** (collectively, "Sellers").

In consideration of a non-refundable payment of Ten Dollars (\$10.00) paid by Buyer to Sellers, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and the agreements herein contained, Sellers and Buyer hereby agree as follows:

1. **AGREEMENT TO SELL AND PURCHASE.** Sellers hereby agree to sell and convey that certain tract of real property located at 27123 Canal Road, Orange Beach, Alabama, identified by the Baldwin County tax records as parcel 65-02-12-0-000-048.001 PPIN 8228 and parcel 65-02-12-0-000-049.000 PPIN 44275 (collectively constituting approximately 9.4 to 9.7 acres), including all structures, buildings, improvements and fixtures located thereon, together with all rights, privileges, minerals, easements and appurtenances pertaining thereto (all the foregoing, collectively, the "Property"), and Buyer hereby agrees to purchase and accept the Property from Sellers, under the terms and conditions of this Agreement. The legal description will be verified by title work and survey.
2. **PURCHASE PRICE.** The purchase price for the Property shall be \$2,000,000.00 (the "Purchase Price").
3. **BUYER'S DUE DILIGENCE.** The period commencing as of the Effective Date and expiring at 5:00 P.M. on the date forty-five (45) days thereafter is referred to herein as the "Due Diligence Period". Sellers hereby grant to Buyer and its agents and contractors a license from the Effective Date through the earlier of the termination of this Agreement or Closing to fully inspect the Property and make such inspections, tests, reports and investigations of the Property (including, without limitation, a Phase I and Phase II Environmental Assessments, an appraisal, a survey, a wood infestation report, a wetlands delineation and an engineering report) and such examinations of the books, records, contracts, agreements and other instruments of Sellers relating to the Property and conduct such physical inspections and soil borings and other tests and examinations as Buyer may deem appropriate or desirable.
4. **TITLE AND SURVEY MATTERS.** Buyer will order a title commitment for the Property (the "Commitment") from a title company selected by Buyer (the "Title Company"). Buyer, at Buyer's expense, may obtain a survey of the Property (the "Survey"). Any matters of public record which are disclosed on Schedule B-II of the Commitment (other than liens and encumbrances which secure the payment of indebtedness or assessments, or are otherwise dischargeable by payment of money) are referred to as "Permitted Exceptions".
5. **SELLERS' REPRESENTATIONS AND WARRANTIES.** As a material inducement to Buyer's execution and performance of this Agreement, Sellers make the following representations and warranties, all of which are true and complete in all material respects as of the date of this Agreement, and shall survive the Closing and delivery of the deed:

(a) Judicial Actions. Neither Sellers nor the Property are the subject of any suits, judgments, bankruptcies, actions or proceedings pending, or to Sellers' knowledge, threatened or contemplated, affecting any portion of the Property or its present use and operation.

(b) Notice of Violation. Sellers have not violated any ordinance, regulation, law or statute of any governmental body or agency pertaining to the Property or any part thereof.

(c) Public Proceedings. Sellers have no notice of any actions or proceedings pending for the condemnation of any part of the Property, or of any adjacent property, or for any acquisition in lieu thereof or of any pending public improvements or assessments relating to the Property or to any adjacent property.

(d) Leases. There are no parties in possession of, or with any right of possession to, the Property, except for Sellers.

(e) Utility Availability. All appropriate and necessary utilities, including, without limitation, water, sanitary sewer, electricity, gas, telephone and cable television, are available at or adjacent to the Property.

(f) Contracts. There are no contracts or agreements affecting the Property which are not terminable at-will by the Sellers (including, without limitation, any management, leasing, timber, service, supply and maintenance contracts relating to the Property).

(g) No Changes. No improvements have been added or removed to the Property within the past six (6) months, and no action has been taken which would affect the boundary line of the Property.

(h) Environmental. Sellers (i) have not received written notice from any governmental authority alleging a violation of any Environmental Laws that are applicable to the Property, (ii) have complied in all material respects with all Environmental Laws that are applicable to the Property, and have obtained and have been in compliance in all material respects with all required governmental environmental permits with respect to the Property, and (iii) have neither caused or permitted unauthorized storage, treatment, discharge or disposal of Hazardous Materials on the Property, except in compliance in all material respects with applicable Environmental Laws. "Environmental Laws" means any federal, state or local statute, ordinance, rule or regulation relating to the existence, cleanup, removal and/or remedy of contamination on property, the protection of the environment from spilled, emitted, discharged, discarded, deposited or emplaced Hazardous Materials, the generation, use, transport, storage, handling, disposal, removal or recovery of Hazardous Materials, and the exposure to hazardous, toxic, or other substances determined by law to be harmful, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended ("CERCLA"), The Toxic Substances Control Act, The Clean Air Act, and the Resource, Conservation and Recovery Act of 1976; and the term "Hazardous Material" means any "hazardous substance," as defined by §101(14) of CERCLA.

(i) Other Matters. Sellers have no actual knowledge of any latent defect, sinkhole or other adverse circumstance or condition applicable to the Property which is not reasonably discoverable within the Due Diligence Period.

(j) Title. Sellers own fee simple title to the Property, and have the full right, power and authority to enter into this Agreement and to sell the Property on the terms and conditions hereof. No other party (other than Sellers) has any interest in the Property.

(k) Taxes. The Property is not taxed on a "current use" valuation, and is not subject to any "rollback" taxes.

6. AFFIRMATIVE COVENANTS OF SELLERS. Sellers hereby agree with Buyer to comply with the following covenants until Closing:

(a) Physical Condition. Sellers will maintain the Property in the same physical condition as presently exists. Sellers will not make any alterations, modifications or improvements to the Property.

(b) Contracts. Sellers will not enter into or modify any leases, contracts or agreements affecting the Property.

(c) Sellers' Cooperation. Sellers agree to cooperate with and support in all respects Buyer's efforts to obtain any and all approvals, consents, permits, subdivision, variances, rezonings and waivers from governmental authorities, utility providers and other landowners, or otherwise, as Buyer may determine to be necessary or appropriate for Buyer's acquisition, use and development of the Property.

(d) Material Change. Sellers will not apply for, consent to, or enter into any change in zoning, de-annexation, annexation, variance, or other contracts or agreements which affect the Property, without the prior written consent of Buyer.

(e) Insurance. Sellers will keep the property insured for the full replacement value thereof.

7. ADDITIONAL CONDITIONS. In addition to the conditions stated elsewhere in this Agreement, Buyer's obligations under this Agreement are contingent upon the following:

(a) Performance by Sellers. Sellers shall have performed in all material respects all of the covenants, agreements and conditions required to be performed, observed and complied with by Sellers under this Agreement prior to or as of the Closing.

(b) Sellers' Representations. All representations and warranties of Sellers shall be true, correct and complete in all material respects as of the Effective Date and as of the Closing.

(c) Claims and Proceedings. There shall be no pending, threatened, or contemplated claims, suits, judgments, actions or proceedings as of the Closing affecting any portion of the Property or its use and development as contemplated under this Agreement.

(d) Material Changes. There shall be no actual, proposed or threatened material change in any condition of or affecting the Property, including, without limitation, any damage or destruction to the Property.

(e) Council Approval. The City Council of the City shall have approved, ratified and affirmed this Agreement on or before February 20, 2024.

8. CLOSING. Unless this Agreement is earlier terminated under Section 14, the consummation of the sale of the Property (the "Closing") shall take place within ten (10) days of the expiration of the Due Diligence Period (such date, the "Closing Date"), as specified by Buyer. The Closing shall take place in escrow at the offices of the Title Company, or at such other place as may be mutually agreed upon by Buyer and Sellers. Either party shall be entitled to close on the Property by mail or overnight carrier and need not be physically present at Closing.

9. SELLERS' CLOSING OBLIGATIONS. At the Closing, Sellers shall execute, acknowledge and deliver to Buyer a general warranty deed in recordable form, conveying fee simple title to the Property, free and clear of any liens or encumbrances, subject only to the Permitted Exceptions. Additionally, Sellers shall execute, acknowledge and deliver owner's, lien waiver, broker, bankruptcy, judgment, foreign entity and tax lien affidavits, using the standard forms customarily employed by the Title Company, together with an affidavit under Section 1445 of the Internal Revenue Code. Sellers shall provide such documentation as may be necessary or appropriate to cause the Title Company to delete the "standard exceptions" and to otherwise carry out the spirit of this Agreement.

10. POSSESSION. Sellers shall deliver to Buyer possession of the Property at Closing, free from any claims of possession whatsoever.

11. BUYER'S CLOSING OBLIGATIONS. At the Closing, Buyer shall pay the Purchase Price in immediately available funds, either by check or wire transfer, subject to such credits, prorations and adjustments as are provided for under this Agreement.

12. PRORATIONS. Ad valorem taxes will be prorated as of 12:01 a.m. of the Closing Date with respect to the Property. If the taxes are not then ascertainable, the proration thereof shall be on the basis of the most recent ascertainable data, and later adjusted when it is ascertained, which obligation shall survive the Closing.

13. CLOSING COSTS. Buyer will pay the recording tax and fees on the deed. Buyer's attorney will prepare the deed. Sellers and Buyer shall share equally the costs of the settlement agent. Sellers will pay the cost of the title policy insuring fee simple title in the Property in the Buyer. Any and all liens and encumbrances existing at Closing which secure the payment of indebtedness or assessments, or are otherwise dischargeable by payment of money, shall be paid by Sellers at Closing.

14. RIGHT TO TERMINATE. Buyer shall have the right to terminate its obligations under this Agreement, in any one or more of the following events:

(a) in the event that Buyer notifies Sellers prior to expiration of the Due Diligence Period that Buyer elects to terminate the Agreement (it being understood that Buyer shall not be required to give any reason for such termination);

(b) in the event that Sellers breach in any material respect any of the covenants, representations or warranties on their part under this Agreement, and fail to cure the same within five (5) days after Buyer provides notice of such breach;

(c) in the event that prior to Closing, any portion of the Property shall be taken by eminent domain or any action shall be threatened or instituted for such taking, or if any of the Property shall be damaged or destroyed; provided, however, Buyer shall have the right to waive such condition and proceed to Closing, and take an assignment of the insurance or condemnation proceeds (as applicable) as compensation for such taking, damage or destruction, in which case, Sellers shall assign or pay such proceeds to Buyer at Closing; or

(d) in the event that any other condition or contingency to Buyer's obligations under this Agreement is not satisfied in any material respect as of the Closing Date.

15. REMEDIES.

(a) Buyer's Remedies. In the event of an uncured breach or default hereunder on the part of Sellers, Buyer may elect either (i) to terminate this Agreement, in which event, Sellers shall promptly reimburse Buyer its out-of-pocket expenses incurred in connection with the due diligence in connection with the transaction hereunder, up to \$5,000, and pay any title search or cancellation fees owed to the Title Company (which sums are agreed upon as liquidated damages, and not as a penalty, for the failure of Sellers to perform the duties, liabilities and obligations imposed upon them by the terms of this Agreement), or (ii) to seek specific performance of this Agreement. In the event that specific performance is unavailable for the type of claim asserted, Buyer shall have the right to pursue all claims available to Buyer at law or in equity.

(b) Sellers' Remedies. Sellers, as their sole remedy for any uncured breach by Buyer of any of Buyer's covenants or obligations hereunder, shall be entitled to be paid an amount of liquidated damages equal to \$5,000, and to require that Buyer pay any title search or cancellation fees owed to the Title Company. Such sums are agreed upon as liquidated damages, and not as a penalty, for the failure of Buyer to perform the duties, liabilities and obligations imposed upon it by the terms of this Agreement.

(c) Enforcement Costs. Should either party employ an attorney or attorneys in any action to enforce any of the provisions of this Agreement or to recover damages for the breach of this Agreement, then the non-prevailing party in any final judgment agrees to pay all reasonable costs, charges and expenses, including attorneys' fees, expended or incurred by the prevailing party in connection therewith.

16. MISCELLANEOUS.

(a) Time for Performance. Time is of the essence with respect to every provision of this Agreement. If the date of Closing, the last day under any notice, or the last day to perform

any obligation hereunder falls on a Saturday, Sunday or legal holiday, then the time for performance shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

(b) Brokerage Commission. Buyer and Sellers each represent and warrant to the other that no real estate commission, broker's fee or other similar fee or commission is now or shall at any time be due with respect to this Agreement or the transactions contemplated hereunder.

(c) Further Assurances. The parties agree to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done and made, upon the written requests of the other party, any and all agreements, instruments, papers, deeds, acts or things, supplemental, confirming or otherwise, as may be reasonably required to effect the purpose and intent of this Agreement.

(d) Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each of the parties has executed or caused this Real Estate Purchase Agreement to be executed by its authorized representative as of the Effective Date.

SELLERS:

Michael A. Contorno
MICHAEL A. CONTORNO

Joan M. Contorno
JOAN M. CONTORNO

BUYER:

CITY OF ORANGE BEACH, ALABAMA

By: [Signature]
Tony Kennon
Its Mayor

Attest:

[Signature]
Renee Eberly
City Clerk

[SEAL]



**MINUTES OF
COMMITTEE OF THE WHOLE MEETING
ORANGE BEACH CITY COUNCIL
AUGUST 6, 2024 – 5:10 P.M.
ORANGE BEACH EVENT CENTER**

The Orange Beach City Council met to review potential items for the August 20, 2024, agenda.

The following members were present:

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

The following members were absent:

None

The following items were discussed:

1. Resolution authorizing the execution of a performance contract with Brandy Reeves for tennis instruction services.
2. Resolution adopting a City of Orange Beach FY2025 Transportation Plan.
3. Resolution authorizing the purchase of a Video Surveillance System for the Sportsplex through State Bid from Vision Security Technologies Inc. in the amount of \$97,941.07.
4. Resolution authorizing execution of a performance agreement with Garner C. Tampary Memorial Foundation, Inc., for the "2nd Annual Merry Memories Tinsel Trail" event.
5. Resolution authorizing execution of a task order with Watermark Design Group, LLC, to provide design, bid, and construction administration services for restrooms at the Sportsplex in an amount not to exceed \$24,000.
6. Resolution reappointing Shawn Goe and Rusty Hart to the Fire Code Board of Appeals.
7. Resolution authorizing the execution of a task order with AECOM for a speed limit study along SR-182 in an amount not to exceed \$9,000.
8. Resolution reappointing Tony Kennon to the Gulf Shores and Orange Beach Tourism Board of Directors.
9. Resolution authorizing the execution of a service agreement with NxtSoft Cybersecurity Solutions, LLC, dab ThreatAdvice, for endpoint protection.
10. Resolution amending the fee schedule for emergency medical treatment and transport services.
11. Resolution adopting rental agreements and amending the fee schedule for the Coastal Arts Center.
12. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0801-CU-24, Keel Storage Phase 4 Addition. Public hearing set for September 3, 2024.

Public Comments:

None

There being no further business, the meeting adjourned.

Time: 5:15 P.M.

APPROVED this 3rd day of September, 2024.

Renee Eberly
City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
AUGUST 20, 2024**

Departments: City Clerk

Description of Topic: Discuss request from Alabama Gulf Coast Zoo for annual sponsorship. (RE)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 2024.07.10 Letter - Alabama Gulf Coast Zoo Annual Sponsorship FY2024



July 10, 2024

City of Orange Beach
Mayor Tony Kennon and City Council
P.O. Drawer 458
Orange Beach, AL 36561

Dear Honorable Mayor and City Council Members,

We would like to express our immense thanks for your continued generosity and the foresight you all have shown in your long-term commitment to support the Alabama Gulf Coast Zoo.

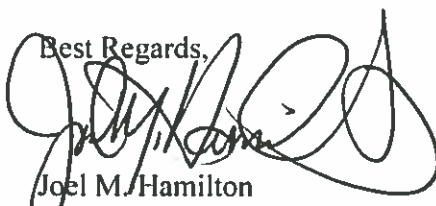
Enclosed is the requested invoice for this year's donation along with the sponsorship benefits you will receive.

This past year, in addition to caring for over 300 animals, we were able to create new adventure exhibit spaces for our ring-tailed lemurs, sulcata tortoises, and enhance other exhibits as well as education spaces. We welcomed the birth of endangered cotton-top tamarin twins and became the forever home for several new birds, reptiles, and ostriches. Most importantly we were able to educate hundreds about conservation through community events, field trips and other educational programs.

Your support is a critical component of sustainability for the Zoo. We are forever grateful for your generosity, and it is so very much appreciated.

Thank you for being part of the Alabama Gulf Coast Zoo family. We appreciate YOU!

Best Regards,


Joel M. Hamilton
Executive Director
director@algulfcoastzoo.org
(251) 256-7008 x 125


Paula White
Director of Development
development@algulfcoastzoo.org
(251) 256-7008 x 124

CC: Ford Handley, City Administrator

Enclosures: Invoice Request
2024/2025 Sponsorship Benefits

**ISSUED TO:**

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

INVOICE NO:**#2024-000**

July 10, 2024

DESCRIPTION**TOTAL**

Annual Donation Request

\$50,000

TOTAL**\$50,000**

Total

\$50,000

Tax

Amount due**\$50,000**

*Thank
you*



City of Orange Beach Sponsorship Benefits

Included with Annual Sponsorship of \$50,000 (2024-2025)

- Supporting Sponsorship of Fall Zoo Brew Event (September 27, 2024) includes:
 - o City logo included on event banner
 - o City logo on Zoo Brew website, zoo social media sites and monthly newsletter
 - o 6 tickets to Zoo Brew
- Opportunity to participate as a Trick or Treat table during Boo at the Zoo (October 19, 2024) includes:
 - o Company logo listed on event website, social media and newsletter
 - o 6 tickets to Boo at the Zoo
- Top Level Sponsorship of Spring Event (March 2025) includes:

This new event is still in the planning phases. The city will receive the top-level sponsorship benefits as they are outlined for this event, included but not limited to:

 - o 8 VIP Tickets
 - o Large logo on evening event banner/signage
 - o City logo promoted on all zoo social media platforms
 - o City logo featured in zoo monthly newsletter (4,000 contacts)
- Collaboration with the City of Orange Beach schools and the AGCZ education department as programs are developed.
- Recognition throughout the year on social media, AGCZ website, and newsletter as an AGCZ Annual Sponsor
- City of Orange Beach Employee Zoo Day (Date TBD) – This will include 2 Adult and 2 Children admissions per City of Orange Beach employee, with 10% off any additional guests (proof of employment will need to be shown for entrance).
- Two Family Membership passes (includes 2 adults and 4 children admissions per visit) to be located at the city and available for check-out by employees throughout the year.



**REGULAR COMMITTEE OF THE WHOLE MEETING
AUGUST 20, 2024**

Departments: City Clerk

Description of Topic: Discuss expiring terms on the Board of Adjustment. (RE)

Background/Description: Terms expiring for David Dichiara, Ryan Long (supernumerary), and Travis Shell (supernumerary).

Action Options/Recommendation: Appoint/reappoint for three year terms.

Source of Funding (if applicable):

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
AUGUST 20, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of a task order with McCollough Architecture, Inc., to provide design services for a Pickleball Bathroom Building in an amount not to exceed \$14,000. (GS)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 09-03-24 24-xxx Authorize Task Order McCollough Architecture Pickleball Bathrooms
2. 2024.08.13 Task Order McCollough Architecture Pickleball Bathrooms

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
TASK ORDER WITH MCCOLLOUGH ARCHITECTURE, INC.
TO PROVIDE DESIGN SERVICES FOR A
PICKLEBALL BATHROOM BUILDING
IN AN AMOUNT NOT TO EXCEED \$14,000**

FINDINGS:

1. The Orange Beach City Council, by Resolution No. 23-155 adopted August 15, 2023, approved a contract with McCollough Architecture, Inc., to perform certain architectural services (“the Contract”).
2. The Contract authorized work to be assigned by one or more task orders approved from time to time by the City Council.
3. The Construction and Facilities Manager has submitted a task order (attached Exhibit A) for Council approval.
4. The proposed Task Order requires McCollough Architecture, Inc., to provide design services for a Pickleball Bathroom Building.
5. The scope of work described in the Task Order is authorized by the Contract and furthers public health, safety, and welfare.

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

1. That the Mayor is hereby authorized to execute the Task Order as presented to Council between the City of Orange Beach and McCollough Architecture, Inc., on behalf of the City of Orange Beach subject to final approval by the City Attorney;
2. That the City Council authorizes payment in an amount not to exceed \$14,000.00 to McCollough Architecture, Inc., to complete the Task Order as presented; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 3rd DAY OF SEPTEMBER, 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 September 3, 2024.

City Clerk



TASK ORDER AUTHORIZATION

TASK ORDER NO. 27

CITY OF ORANGE BEACH - PERFORMANCE CONTRACT

ARCHITECTURAL SERVICES

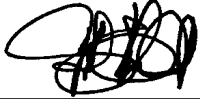
This Task Order is for the Architectural, mechanical and plumbing engineering services for the approximately 980 s.f. H.C. with a 784 s.f. covered porch Pickleball Bathroom Building for the City of Orange Beach, Alabama. The estimated construction budget for this project is approximately \$450,000.00 for a block building. *Please note the costs of construction is an estimate. The cost of construction can change at any moment in our current climate.* This includes the City handling the electrical and civil engineering as well as self-performing the sitework and landscaping.

The cost for completing this work shall be a lump sum fee of **\$14,000.00**.

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

Exhibit A - Scope of Work

Exhibit B - Man-Hour/Fee Estimate

OFFERED BY CONSULTANT	
 _____ Representative's Signature	_____ McCollough Architecture Firm Name
_____ Sted McCollough Printed Name _____ President _____ Title	_____ 2024.08.13 Date

RECOMMENDED FOR APPROVAL	
_____ Signature	_____ Date
_____ Title	

APPROVED BY CITY OF ORANGE BEACH	
_____ Signature	_____ Date
_____ Title	



EXHIBIT A

TASK ORDER NO. 27

CITY OF ORANGE BEACH, ALABAMA

SCOPE OF WORK:

This Task Order is for the Architectural, mechanical and plumbing engineering services for the approximately 980 s.f. H.C. with a 784 s.f. covered porch Pickleball Bathroom Building for the City of Orange Beach, Alabama.

SPECIFIC TASKS TO BE COMPLETED INCLUDE:

- Schematic Design has already been handled by the Construction Manager and that percentage has been deducted from our fee.
- The architect will provide Design Development drawings.
- The architect will provide Construction Drawings with mechanical and plumbing engineering as well as coordinate with the electrical and civil engineer.
- The architect will provide a Project Manual.
- The architect will Bid and Negotiate Project.
- The architect will perform Monthly Construction Administration during Construction Phase.

PRELIMINARY SCHEDULE (Schedule is contingent on City input and turn-around time)

- The architect will provide Design Development Drawings within 15 days.
- The architect will provide Construction Drawings including Architectural, Mechanical and Plumbing within 60 days.
- Project Manual and Bid Documents shall be completed within 20 days of approved Construction Drawings.

***NOTE: Numerous items outside of the control of the architect and engineer can greatly affect the overall schedule. Schedule will be adjusted for time required for City reviews; input; and approvals.**
END OF EXHIBIT A



EXHIBIT B

CITY OF ORANGE BEACH, ALABAMA

TASK ORDER NO. 27

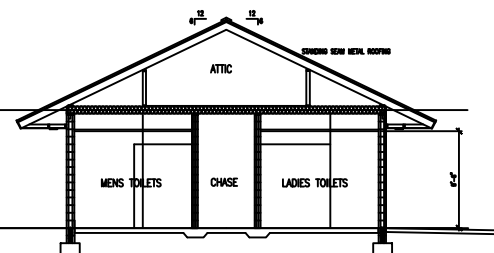
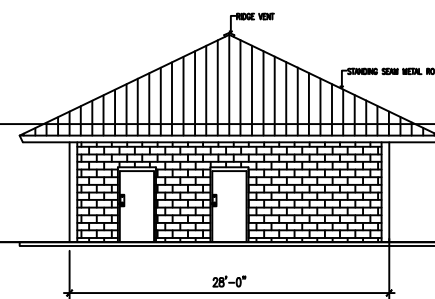
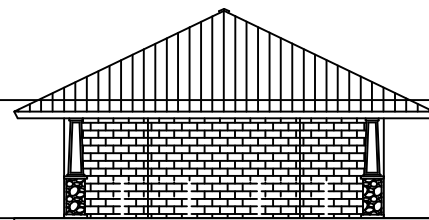
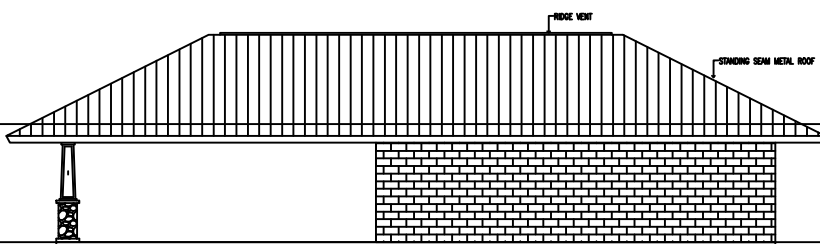
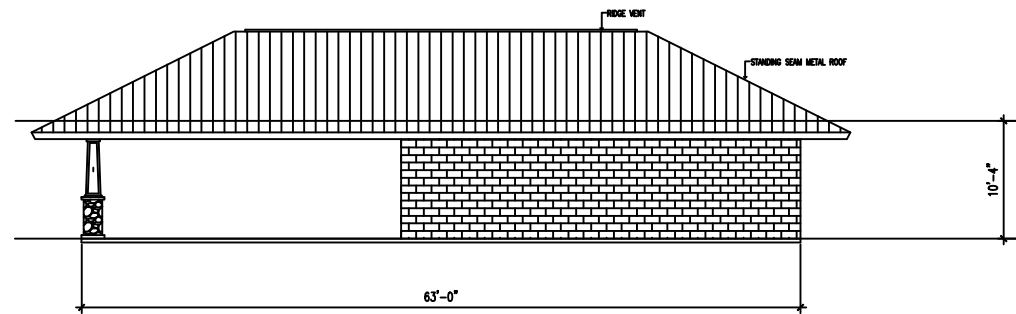
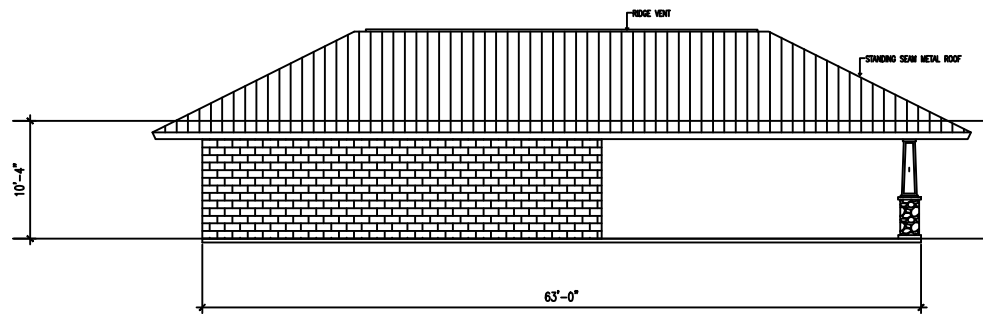
MAN – HOUR RATES FOR ADDITIONAL SERVICES (IF NEEDED)

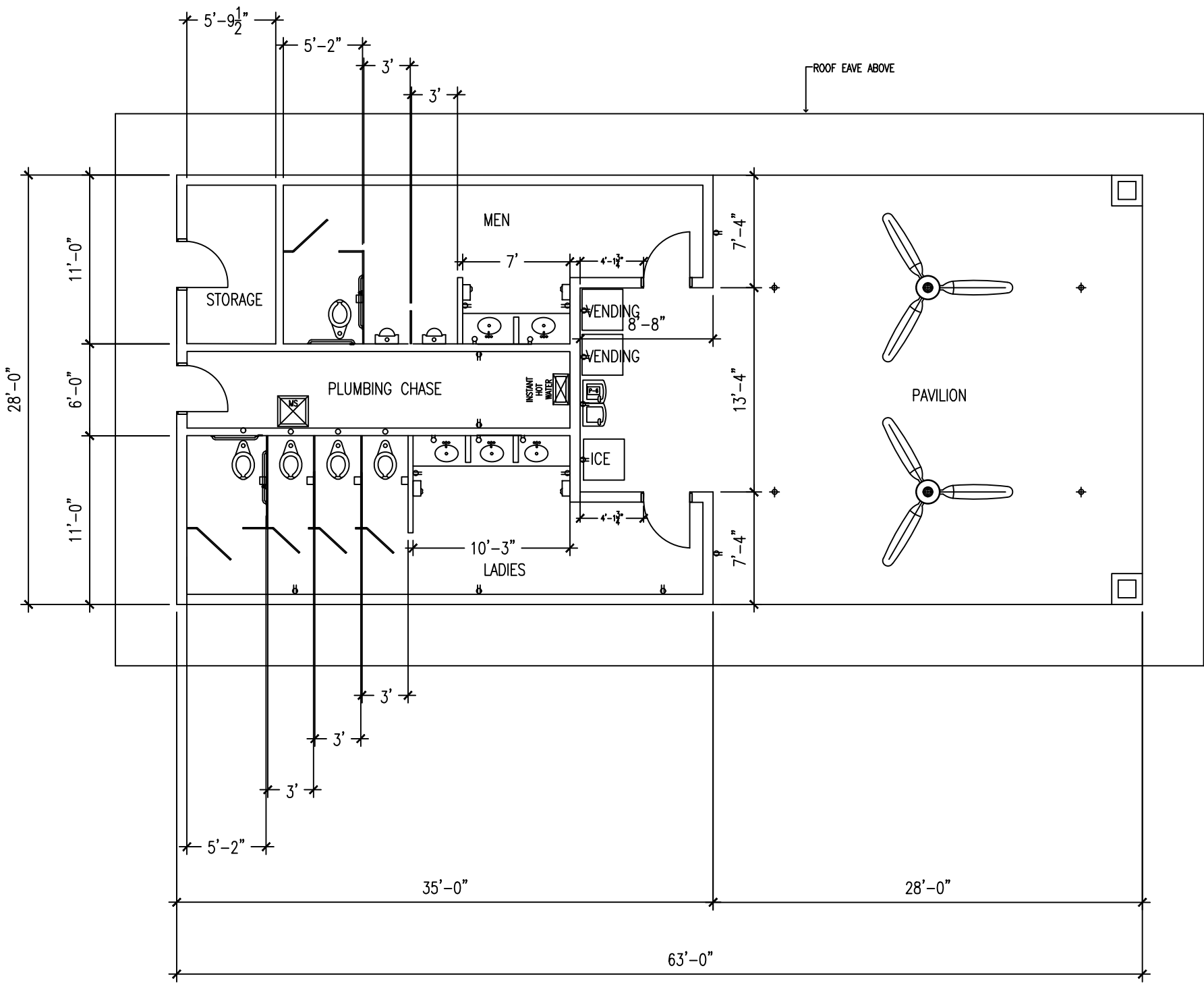
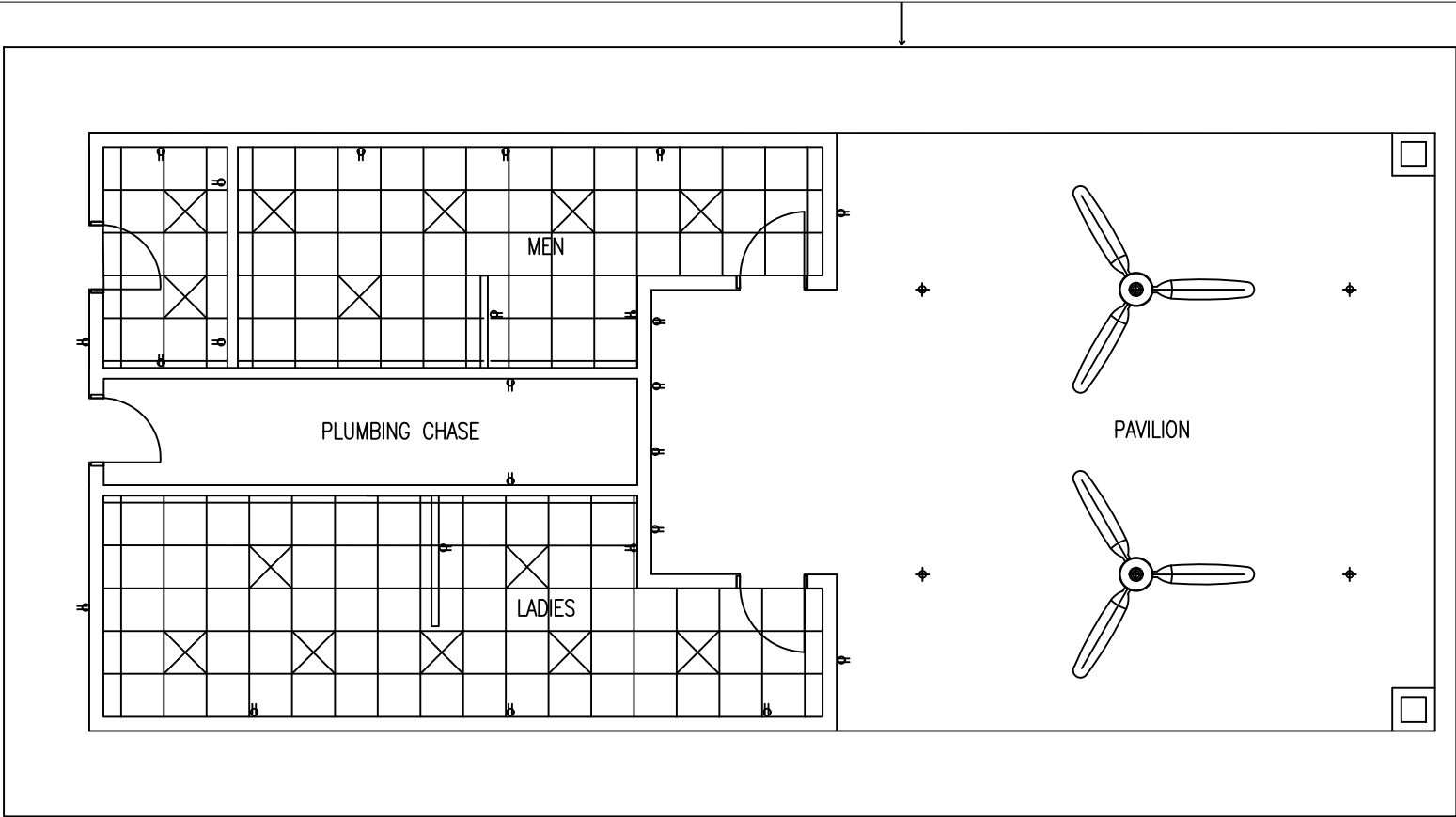
CLASSIFICATION:	HOURLY RATE:
Principal Architect	\$150.00
Structural Engineer	\$150.00
CAD Operator	\$85.00
Project Manager	\$100.00
Clerical	\$30.00
Engineering	(Cost plus 15%)
Landscape Architect	(Cost plus 15%)

PHASES AND PAYMENT:

- Design Development (\$3,500.00)
- Construction Drawings sufficient for Permit. (Lump-sum \$6,700.00)
- Project Manual. (Lump-sum \$1,000.00)
- Bid and Negotiate Project (Lump-sum \$400.00)
- Perform Monthly Construction Administration during Construction Phase. (\$2,400.00 to be divided up into 3-month Construction phase (\$800.00 per month))

END OF EXHIBIT B







**REGULAR COMMITTEE OF THE WHOLE MEETING
AUGUST 20, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a FY2023 Assistance to Firefighters Grant Award Agreement with the U.S. Department of Homeland Security for the purchase of portable radios for the Fire Department. (NW)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable): Total project cost of \$909,000. Federal funding award of \$865,714.28. City match of 5% is \$43,285.72.

ATTACHMENTS:

1. 09-03-24 24-xxx Authorize Grant Award Agreement FEMA Homeland Security Fire Radios
2. 2024.08.16 Grant Award Agreement Homeland Security FEMA Fire Radios

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
FY2023 ASSISTANCE TO FIREFIGHTERS GRANT AWARD AGREEMENT WITH THE
U.S. DEPARTMENT OF HOMELAND SECURITY FOR THE
PURCHASE OF PORTABLE RADIOS FOR THE FIRE DEPARTMENT**

FINDINGS:

1. The U.S. Department of Homeland Security has approved the City's grant request for financial assistance to purchase portable radios for the Fire Department.
2. The federal funding award total is \$865,714.28. The City's required matching share will be \$43,285.72, which is 5% of the total project cost of \$909,000.
3. After having reviewed said agreement (attached Exhibit A), the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

1. That the City of Orange Beach commits \$43,285.72 for the purpose of matching the FY2023 Assistance to Firefighters Grant Program;
2. That the Mayor and City Clerk are hereby authorized to execute and attest, respectively, a Grant Agreement between the City of Orange Beach and the U.S. Department of Homeland Security as an act for and on behalf of the City of Orange Beach subject to final approval by the City Attorney; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 3rd DAY OF SEPTEMBER, 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 September 3, 2024.

City Clerk

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 08/12/2024



Renee Eberly
CITY OF ORANGE BEACH
P.O. BOX 458
ORANGE BEACH, AL 36561

EMW-2023-FG-01568

Dear Renee Eberly,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2023 Assistance to Firefighters Grant (FG) Grant funding opportunity has been approved in the amount of \$865,714.28 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 5.00% of the Federal funds awarded, or \$43,285.72 for a total approved budget of \$909,000.00. Please see the FY 2023 FG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2023 FG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in blue ink that reads "P. Williams".

PAMELA WILLIAMS
Assistant Administrator, Grant Programs

Summary Award Memo

Program: Fiscal Year 2023 Assistance to Firefighters Grant

Recipient: CITY OF ORANGE BEACH

UEI-EFT: JKREAZH2DMF6

DUNS number: 791793961

Award number: EMW-2023-FG-01568

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2023 Assistance to Firefighters Grant funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$909,000.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$0.00
Federal	\$865,714.28
Non-federal	\$43,285.72
Total	\$909,000.00
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2023 FG NOFO.

Approved request details:

Equipment

Portable Radios (must be P-25 Compliant)

DESCRIPTION

NFPA 1802 compliant P25 portable radio

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	90	\$10,100.00	\$909,000.00	Equipment

CHANGE FROM APPLICATION

Unit price from **\$10,819.86** to **\$10,100.00**

JUSTIFICATION

The award reflects a reduction from the amount requested in the application. Cost requested for portable radios exceeds the average price range calculated from market research and prior awards for the same item.

Agreement Articles

Program: Fiscal Year 2023 Assistance to Firefighters Grant

Recipient: CITY OF ORANGE BEACH

UEI-EFT: JKREAZH2DMF6

DUNS number: 791793961

Award number: EMW-2023-FG-01568

Table of contents

Article 1	Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications
Article 2	General Acknowledgements and Assurances
Article 3	Acknowledgement of Federal Funding from DHS
Article 4	Activities Conducted Abroad
Article 5	Age Discrimination Act of 1975
Article 6	Americans with Disabilities Act of 1990
Article 7	Best Practices for Collection and Use of Personally Identifiable Information
Article 8	Civil Rights Act of 1964 – Title VI
Article 9	Civil Rights Act of 1968
Article 10	Copyright
Article 11	Debarment and Suspension
Article 12	Drug-Free Workplace Regulations
Article 13	Duplicative Costs
Article 14	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX
Article 15	E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety
Article 16	Energy Policy and Conservation Act
Article 17	False Claims Act and Program Fraud Civil Remedies
Article 18	Federal Debt Status
Article 19	Federal Leadership on Reducing Text Messaging while Driving
Article 20	Fly America Act of 1974
Article 21	Hotel and Motel Fire Safety Act of 1990
Article 22	John S. McCain National Defense Authorization Act of Fiscal Year 2019
Article 23	Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Article 24	Lobbying Prohibitions
Article 25	National Environmental Policy Act

Article	Nondiscrimination in Matters Pertaining to Faith-Based Organizations
26	
Article	Non-Supplanting Requirement
27	
Article	Notice of Funding Opportunity Requirements
28	
Article	Patents and Intellectual Property Rights
29	
Article	Procurement of Recovered Materials
30	
Article	Rehabilitation Act of 1973
31	
Article	Reporting of Matters Related to Recipient Integrity and Performance
32	
Article	Reporting Subawards and Executive Compensation
33	
Article	Required Use of American Iron, Steel, Manufactured Products, and Construction
34	Materials
Article	SAFECOM
35	
Article	Terrorist Financing
36	
Article	Trafficking Victims Protection Act of 2000 (TVPA)
37	
Article	Universal Identifier and System of Award Management
38	
Article	USA PATRIOT Act of 2001
39	
Article	Use of DHS Seal, Logo and Flags
40	
Article	Whistleblower Protection Act
41	
Article	Environmental Planning and Historic Preservation (EHP) Review
42	
Article	Applicability of DHS Standard Terms and Conditions to Tribes
43	
Article	Acceptance of Post Award Changes
44	
Article	Disposition of Equipment Acquired Under the Federal Award
45	
Article	Prior Approval for Modification of Approved Budget
46	
Article	Indirect Cost Rate
47	
Article	Award Performance Goals
48	

Article 1**Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications**

I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.

Article 2**General Acknowledgements and Assurances**

Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance. V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3	Acknowledgement of Federal Funding from DHS Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.
Article 4	Activities Conducted Abroad Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.
Article 5	Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	Best Practices for Collection and Use of Personally Identifiable Information Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
Article 8	Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

Article 9	Civil Rights Act of 1968 Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)
Article 10	Copyright Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.
Article 11	Debarment and Suspension Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Article 12	Drug-Free Workplace Regulations Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Article 13	Duplicative Costs Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article 14	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA’s implementing regulations at 44 C.F.R. Part 19.
Article 15	E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.
Article 16	Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
Article 17	False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
Article 18	Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
Article 19	Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

Article 20	Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
Article 21	Hotel and Motel Fire Safety Act of 1990 Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.
Article 22	John S. McCain National Defense Authorization Act of Fiscal Year 2019 Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.
Article 23	Limited English Proficiency (Civil Rights Act of 1964, Title VI) Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article 24**Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

Article 25**National Environmental Policy Act**

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 26**Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article 27**Non-Supplanting Requirement**

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

Article 28	Notice of Funding Opportunity Requirements All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.
Article 29	Patents and Intellectual Property Rights Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.
Article 30	Procurement of Recovered Materials States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Article 31	Rehabilitation Act of 1973 Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Article 32	Reporting of Matters Related to Recipient Integrity and Performance If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

Article 33**Reporting Subawards and Executive Compensation**

For federal awards that equal or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 34 Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. Definitions The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article 35	SAFECOM Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment CISA.
Article 36	Terrorist Financing Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.
Article 37	Trafficking Victims Protection Act of 2000 (TVPA) Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.
Article 38	Universal Identifier and System of Award Management Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.
Article 39	USA PATRIOT Act of 2001 Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.
Article 40	Use of DHS Seal, Logo and Flags Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.
Article 41	Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

Article 42**Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website at:

<https://www.fema.gov/grants/guidance-tools/environmental-historic>. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 43**Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article 44**Acceptance of Post Award Changes**

In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please call FEMA Grant Management Operations at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article 45**Disposition of Equipment Acquired Under the Federal Award**

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article 46**Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 47**Indirect Cost Rate**

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 48**Award Performance Goals**

FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.

Obligating document

1. Agreement No. EMW-2023-FG-01568	2. Amendment No. N/A	3. Recipient No. 630888669	4. Type of Action AWARD	5. Control No. WX03513N2024T		
6. Recipient Name and Address CITY OF ORANGE BEACH 4099 ORANGE BEACH BLVD ORANGE BEACH, AL 36561		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Renee Eberly		9a. Phone No. 2519816806	10. Name of FEMA Project Coordinator Assistance to Firefighters Grant Program		10a. Phone No. 1-866-274-0960	
11. Effective Date of This Action 08/12/2024	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 08/19/2024 to 08/18/2026 Budget Period 08/19/2024 to 08/18/2026		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
FG	97.044	2024-F3-GB01 - P410-xxxx-4101-D	\$0.00	\$865,714.28	\$865,714.28	\$43,285.72
Totals			\$0.00	\$865,714.28	\$865,714.28	\$43,285.72
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16.FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
PAMELA WILLIAMS, Assistant Administrator, Grant Programs	08/12/2024



**REGULAR COMMITTEE OF THE WHOLE MEETING
AUGUST 20, 2024**

Departments: Coastal Resources

Description of Topic: Resolution authorizing the purchase of a Greenhouse (materials only) for the Coastal Resources Department through Sourcewell from Atlas Greenhouse, LLC, in the amount of \$75,305.33. (WS)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable): Grant funding

ATTACHMENTS:

1. 09-03-24 24-xxx Authorize Purchase Greenhouse Coastal Resources Sourcewell
2. 2024.08.16 Quote - Coastal Resources - Atlas Greenhouse

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF A
GREENHOUSE (MATERIALS ONLY) FOR THE
COASTAL RESOURCES DEPARTMENT
THROUGH SOURCEWELL FROM ATLAS GREENHOUSE, LLC
IN THE AMOUNT OF \$75,305.33**

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

1. That the City Council for the City of Orange Beach, Alabama, hereby authorizes the purchase of a Greenhouse (Materials Only) for the Coastal Resources Department through Sourcewell, approved by the State of Alabama and the Public Examiners Office, in the amount of \$75,305.33;
2. That the Mayor is hereby authorized to approve payment to Atlas Greenhouse, LLC, in the amount of \$75,305.33 for a Greenhouse (Materials Only) for the Coastal Resources Department per the proposal dated August 8, 2024;
3. That the material 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 3rd DAY OF SEPTEMBER, 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 September 3, 2024.

City Clerk



ATLAS GREENHOUSE

V-042324

P.O. Box 558 9596 US Hwy 82 East • Alapaha, GA 31622

Ph: 1-800-346-9902 / Fax: 1-229-532-4600

Proposal For: City of Orange Beach ALPrepared by **Jim Williams**

August 8, 2024

Billing Address

Bill To: **City of Orange Beach AL**
4597 Walker Avenue
Orange Beach **AL** 36561

Attn: Tim Tabb

Ph: _____

Cell: 251-923-6871

E-mail: ttabb@orangebeachal.gov

Sourcewell Contract Number: 071223-AGR

Sourcewell Member Number: _____

Terms: ☐ Paid in Full ☐ 50% Deposit: Balance due before shipment.☒ Other

VIA P.O.

Payment Method

Requested delivery date: _____

Shipping Address

Ship to: same as billing address

Attn: _____

Ph: _____

Alt. Ph. _____

Grand Peak Series Greenhouse Structure

Single Bay

1 **30'** ft. Wide by **72** ft Long, with **8** ft. Sidewalls Project Square Footage: **2160****Structure is to 30' wide by 70' long on 10' spacing's.**Posts: Column Post: Allied "Gatorshield" 4" x 4" Square Tubing **11** GA

Foundation Options - Column Posts: with welded base plates to be anchored to concrete

Rafters: 2" x 3" Rafters and Truss Cords with 2" x 2" uprights

Purlins: 6 runs of 2-1/2" sq. 14 ga. & 2 runs of 2-1/4" sq. 14 ga.

Truss Stabilizers: 2 runs of 2" x 2" x 14 gauge

Side Wall Height: 8 Feet

Bow Spacing: **10 feet**

Hardware: Complete Hardware Package for Frame Assembly

Gutter: Galvanized Steel with splices, sealants, bolts and nuts.

Sealed Engineering Drawings for Structural Design

Sealed Engineering Drawings for Foundation Design

Wind and Snow LoadsWind Load (WL) **157** mph, 3 second gusts **Baldwin County, AL**Snow Load (SL) **5** lbs. psf, Ground SnowRisk Category **II**

The above Wind and Snow Loads may or may not meet your Local Building Code Requirements.

Intended Crop:

Educational

Twin Wall PCSS Roof Covering

- 1** Bay(s) Twin Wall PCSS Roof Covering Kit for a 30' x 72 x 8 Grand Peak Greenhouse to include: all necessary hardware, extrusions, flashing, etc.

Steel End wall Framing Kits

- 2** Steel End Wall Kit(s) for a 30' x 72 x 8 Grand Peak Greenhouse to include:
wall studs, horizontal framing and all attaching hardware (L-Brackets, Tek-screws, etc.)
- | | | | |
|-----------------------------|---------------------|--------------------------------|----------------------------|
| Equipment in Front End Wall | <u>1</u> Door(s) | <u>2</u> Fan(s) | <u> </u> Shutter(s) |
| Equipment in Rear End Wall | <u>1</u> Shutter(s) | <u>4</u> X <u>15</u> Wall Vent | <u>1</u> Door(s) |

8mm Twin Wall Polycarbonate End wall Covering Kits

- 2** 8mm Twin Wall End wall covering Kit(s) for a 30' x 72 x 8 Grand Peak Greenhouse to include:
all necessary twin wall polycarbonate sheeting, "H" and "Base" extrusions, Tek screw fasteners, foil tape and flashing for all openings.

8mm Twin Wall Polycarbonate Side Wall Framing and Covering Kit

- 2** Steel Side Wall framing & Covering kit(s) for a 30' x 72 x 8 Grand Peak Greenhouse to include: horizontal framing, covering, extrusions and all attaching hardware (L-Brackets, Tek-screws, etc.)

End Wall Framing Information

Front End Gables: Framed for 2 - 42" exhaust fans and

1 - Main Entry door.

- A) Framing Studs: Allied "Gatorshield" 2" x 2" x 14 ga. Square w/ brackets for wedge anchor attachment.
B) Horizontal Purlins: Allied "Gatorshield" 2" x 2" x 14 ga. Square
C) Base Extrusion: Aluminum base extrusion attractively seals and "trims out" base of greenhouse.

Rear End Gables: Framed for 4 ft. x 20 ft. Evaporative Cooling System and 1 - Personnel Door.

- A) Framing Studs: Allied "Gatorshield" 2" x 2" x 14 ga. Square w/ brackets for wedge anchor attachment.
B) Horizontal Purlins: Allied "Gatorshield" 2" x 2" x 14 ga. Square
C) Base Extrusion: Aluminum base extrusion attractively seals and "trims out" base of greenhouse.

End Gable glazing: 8mm clear twinwall no drip polycarbonate panels, complete framing, glazing, and extrusion package. (10 yr. warranty)

Ventilation

- A) 2 - 42" Quietaire GCS slant wall exhaust fan 1hp: 15490 cfm ea. @ .10 SP 110V or 220V.

All fans are single speed & equipped with shutter and guard

Offering a minimum of 1.3 air exchanges per minute @ .10 inches of static pressure.

- B) 1 - 39" Motorized Shutter, located above cooling pad offers a fresh air intake at the minimum stage cooling. Equipped with **Belimo** Shutter Motor

- C) 1 - 4 x 20 ft. Stainless Steel Quietaire Evaporative Cooling System with trough, plate and 6" thick pad. The 6" pad material offers maximum cooling. Uses a 65 / 15 degree water/air flow with a 420 per maximum face velocity. System is self contained and does not require a reservoir tank. Includes sump pump and float valve for proper water level regulation.

- D) 1 - 4 x 20 ft. Automatic Wall Vent located behind the evaporative cooling system. Wall vent operates using a motorized rack & pinion drive system offering years of maintenance free operation. Includes 24 volt motor, mounts and vent boss. Includes extruded aluminum frame and 10 yr. warranted 8mm polycarbonate covering.

Heating

- A) 1 - 300,000 BTU - L. P. Modine Gas heater.

Modine Model PTP300A Heater delivers 80% thermal efficiency in a small package. Featuring a Aluminized primary heat exchanger. Totally enclosed fan motors and all controls mounted inside the cabinet for protection from airborne moisture and dust. Comes set-up for LP gas, Natural gas conversion available.

- B) 3 - Horizontal Air Flow Fans (HAF) 18" - 3 bladed fans complete with guard and a split capacitor 115 volt 60 hz motor, 1.1 amps develops 1790 CFM. These fans circulate the air to maintain a consistent temperature inside the greenhouse, in addition, these fans reduce the stratification (stale air) thus reduces the risk of plant disease.

Doors

- A) 2 - 48" x 7' -0" ADA compliant single swing door with 24" x 30" Tempered Glass Light Kit. Includes: 20 ga. Polystyrene Door leaf, 16 ga. 4-1/4" frame, bb hinges (3), threshold sweep, kerf weatherstrip, Sargent Rim Panic hardware, lever lockset and closer.

Automatic Temperature Control

- A) 1 - Bartlett Instrument Company Climate Boss Controller.
Touch screen technology enables you to controll either mechanically or naturally cooled greenhouses. This unit comes with pre-wired relay box for ease of installation. the Climate Boss can be programmed for 1 or 2 zones and allows for programmable temperature settings in Day, Night and DIF stages. Includes 2 cycle timers for irrigation misting, or lights: a vent stage for dehumidification: an alarm outpur for high or low temperatures for the past 7 days are available as graphs. WiFi Enabled Controller for Updates and HeadGrower app which allows remote control and programing.

Hanging Basket Rails:

- A) 1 - Will provide 8 runs of 1" x 2" x 16 ga. Allied "Gatorshield" tubing running the length of benches. Total Length of the System is 48 feet long rail length

Comprised of 6 Runs with Drippers for Hanging Baskets & 2 Runs for Irrigation Support

Shade Cloth

- A) 1 - 34 foot by 71 foot (2414 Square Ft.) Svensson_Harmony
Shade Cloth with 51% Shading factor. Grommeted and taped 2 foot on centers.
The shade cloth will be applied to the roof of the finished structure and to be attached to the midpoint on side wall for easy installation and removal. The shade cloth will help reduce inside temperature and allow optimum growing for "Partial Sun" plant material. Included is 3/4" - 1 hole clamp with hardware and Lace Rope for Shade Cloth attachment.
2 Cable Lace Assemblies for Gutter to include, 1/4" Cable, Turnbuckles & Hardware

Emergency Lighting / Exit Signs / Fire Extinguisher

- A) 1 - Will be located above doors and will illuminate the word "EXIT" at all times, also has emergency lights powered by a rechargeable battery. Emergency lights should come on when the power is interrupted for any reason.
One Multi purpose dry chemical A-B-C rated 10 lb. Fire extinguisher charged with formulated siliconized dry chemical UL rated for fighting paper, wood, fabric, grease, flammable liquid and electrical fires.

Benches

- A) Benches are framed with aluminum extrusions and rectangular galvanized steel tubing for superior strength. Bench mesh is 3/4" x 13 gauge galvanized expanded metal. Bench cross braces are made of 1" x 2" rectangular tubing and spaced 2 ft. apart, bench legs consist of 1" x 2" rectangular tubing.

Qty.	<u>12</u>	6' x 9' - 6" Portable Benches	
Qty.	<u>2</u>	3 ft. Continuous Bench by	<u>60</u> ft. long.

Irrigation:

A) Mist:

- 1** - Complete system with brass high pressure regulator, filter, punch tool, gate valves, zone controller, and solenoids. Mist irrigation plumbed above benches with 36" long misters spaced 4' on centers and will have manual shut off. Hanging basket drippers are to be fixed flow and have the capacity to be turned off. Drippers are spaced 24" on centers & are 24" long

B) Fertilizer Injector:

- 1** - Installed minimum of 30" ground for easy access, all irrigation outlets are serviced through fertilizer injector. Unit provides a maximum of 30 GPM of fertilizer/water solution output. Unit must be installed with bypass and gate valves for flexibility.

C) Controller:

- 1** - Rain Bird Model ESP 4M Modular Irrigation Controller. Includes an additional 3 zone module to give a total of 7 zones. This controller allows for future expansion up to 13 zones. Has 3 independent programs to give the flexibility

D) Includes Galvanized Steel Solenoid Manifold for Each System

NOTE: Minimum of 55 PSI required for proper operation of irrigation system. PVC Plumbing, fittings and supplies to be provided by others.

Installation: (Provided by customer)

Purchaser Responsibilities

Contractor Access

- A) Workers must have access to construction site from 7 A.M. to 6 P.M.
- B) Workers must have access to restroom facilities.

NOTE: Site Preparation, Foundation and Flooring is the responsibility of the Purchaser.

Electrical

- A) Required to furnish 120/240 volt single phase electrical supply within the perimeter of greenhouse located near front door as shown on drawings.
- B) 20' of additional electrical cable to be provided to effectively connect power without splice.

Plumbing

- A) Required to furnish minimum 1" PVC water supply within the perimeter of the greenhouse located near front door as shown on drawings. **Minimum of 55PSI of pressure required.**

Drainage

- A) Local system will perform final connection of drainage system.
- B) Applies to structure with sinks and / or solid concrete slabs with center drain.

Gas Line

- A) School system (or others) to furnish gas line for heaters inside of greenhouse and is responsible for final hook up to heater.
- B) Applies to both LP and Natural gas heater systems.

Utilities

- A) **Power supply and water supply must be run to site prior to the beginning of any construction.**

Permits

- A) **Purchaser responsible for pulling any required permits for the project.**

Dumpster

- A) **Purchaser required to provide dumpster for waste material prior to installation.**

		Sub Total	\$	82,120.38
	12.5%	Discount	\$	10,265.05
		Sub Total	\$	71,855.33
		Shipping	\$	2,900.00
		Crating Fee	\$	550.00
		Sub Total	\$	75,305.33
Total Wt.	20117.32	Grand Total	\$	75,305.33

Note: Proposal valid for 7 days after: August 8, 2024

The Greenhouse described in this order is designed for and limited to the wind and snow loads identified and described above. These loads are based on data provided by the American Society of Civil Engineers ASCE 7-10 Manual, Figure 7-1 and the IBC-2015 Manual, Figure 1608.2 for snow as a Catagory I continuously heated greenhouse described in Table 1604.5 of the IBC-2015 Manual and ASCE 7-10 Manual, Figure Table 1.5-1 and the IBC-20125 Manual, Figure CC-4 for wind. It is the responsibilty of the customer/purchaser of this Greenhouse to confirm with the local building authorities of the accuracy and correctness of these loads prior to the order acceptance. Atlas Manufacturing, Inc. cannot and will not be held liable or responsible for any and all damages and/or sturctural failures caused by prevailing load conditions at the greenhouse's erected location that exceeds the aforementioned Wind and Snow loads defined above.

I, City of Orange Beach AL have read and understand the above order and disclaimer and agree to this order and disclaimer in their entireties. (This order is not valid unless accepted by Atlas Manufacturing, Inc.

Accepted,

Company / Individual

Name (Please Print)

Title

Signature

Date

Accepted,

Atlas Manufacturing, Inc.

Jim Williams

jim@atlasgreenhouse.com

Greenhouse Sales

Jim Williams

Signature

8/8/2024

Date

*** Due to the volatility of fuel prices, freight charges will be determined at time of shipment and adjusted accordingly.**

NOTE: Customer is responsible for unloading product from truck upon delivery



ATLAS GREENHOUSE

P.O. Box 558 9596 US Hwy 82 East • Alapaha, GA 31622

Ph: 1-800-346-9902 / Fax: 1-229-532-4600

Atlas Design Load Review

All information on this sheet is required to properly design and engineer your structure. Inaccurate or incomplete information that results in changes to stamped drawings will incur an additional charge.

Customer Name: City of Orange Beach AL
Address : 4597 Walker Avenue
Orange Beach AL 36561

Date: 8/8/2024

Physical Address of greenhouse location:

Contact Name: Tim Tabb
Contact Phone: _____

Type and size of Sturcture: 30' X 72 Grand Peak Series Greenhouse with 12' Spacing & 8 Ft Side Walls

Foundation Options - Column Posts: with welded base plates to be anchored to concrete

ARE PERMITS REQUIRED FOR THIS STRUCTURE: YES NO

Note: Most greenhouse structures require permitting unless there are specific agricultural exemptions for your location. If the **NO** permitting line is checked, additional cost may be incurred for structural upgrades **IF** building code or owner requirements are greater than the specified loads below.

This greenhouse is quoted as:

Building Code: IBC 2015
Wnd Load (WL) 157 mph, 3 second gust
Snow Load (SL) 5 lbs. psf, Ground Snow
Risk Category II
Exposure: C

Local Building Code Requirements(must be completed):

Building Code: _____
Wind Load (WL) _____ Ultimate Wind Speed
Snow Load (SL) _____ psf, Ground Snow
Risk Category _____ (I or II)
Exposure: _____ (A,B,C,orD)
Seismic Zone: _____

Are there Special Load Requirements: NO Yes: Explain below.

Example: Overhead fire protection sprinklers, hanging baskets, crops supported from structure, etc....

Will Foundation Design be required for Permitting: YES NO

Will soil test results be provided for foundation design: YES NO

Allowable Soil Bearing Pressure: _____ p.s.f.

If unknown, a pressure of 1500 psf will be assumed and used for foundation design

Minimum Frost line requirements: _____ inches

Type of Foundation desired: Piers with Slab _____ Perimeter Footer with slab _____
Piers without slab _____ Perimeter footer without slab _____

Authorized Customer signature. _____ Date _____

Tax Exemption Form

Purchaser: _____

Seller: Atlas Manufacturing, Inc.

Address: _____

Address: 9596 US Highway 82

City / State: _____

City / State: Alapaha, Georgia 31622

Type of Exemption Claimed: _____

Purchaser's Tax Registration OR Business License Number: _____

NOTE: If supplying a Business License number, a copy of your license must be submitted.

A copy of your State issued Certificate of Exemption Form must be submitted that indicates the type of exemption that is claimed.

Description of Goods Purchased: Description of Goods are described in the attached Sales Order.

I attest that the information provided above is accurate and that I, or my company is a registered and licensed business in the state of _____. In addition, I agree that if the goods purchased under the tax exemption status stated above are used in a taxable manner, I or my company will be responsible for any and all payments of applicable Sales and Use tax

Signature of Authorized Purchaser: _____

Date: _____

SPECIAL NOTICE:

ATLAS MANUFACTURING, INC. CAN NOT AND WILL NOT BE HELD RESPONSIBLE FOR PRODUCT FAILURE WHERE EXCESSIVE WEATHER CONDITIONS SUCH AS SNOW, WIND, FIRE, OR HAIL HAS OCCURRED AND SUCH OCCURRENCES HAS EXCEEDED THE DESIGN LOADS STATED IN ENGINEERING SPECIFICATIONS. FURTHERMORE, ATLAS MANUFACTURING, INC. CAN NOT BE HELD RESPONSIBLE FOR PRODUCT FAILURE DUE TO IMPROPER INSTALLATION OR FAILURE TO FOLLOW MANUFACTURER'S RECOMMENDATION FAILURE TO FOLLOW RECOMMENDATIONS AND INSTRUCTIONS OF THE MANUFACTURER COULD RESULT IN ULTIMATE STRUCTURAL FAILURE.

Acceptance by Customer
(Sign Here)

Jim Williams

Greenhouse Sales

8/8/2024



ATLAS GREENHOUSE

P.O. Box 558 9596 US Hwy 82 East • Alapaha, GA 31622

Ph: 1-800-346-9902 / Fax: 1-229-532-4600

ATLAS GREENHOUSE, LLC TERMS AND CONDITIONS

Purchaser: _____
 Email: _____
 Mailing Address: _____
 City, State & Zip Code: _____
 Shipping Address: 0 _____
 City, State & Zip Code: _____
 Telephone: _____
 Purchase Order #: _____
 Project : _____

This agreement ("Agreement") and the purchase order and/or quote and all documents referenced herein represent the entire and integrated agreement ("Contract Documents") between Purchaser as defined above and Atlas Greenhouse, LLC ("Seller") and supersedes all prior negotiations, representative, or agreements, either written or oral, and each party may be referred to individually as party or collectively, parties.

Article 1: The Materials

Seller shall ensure that the materials as stated in the purchase order or quote ("Materials") are procured and ready for shipment. Seller will ensure that when the Materials leave the warehouse it is in good condition.

Article 2: Shipping and Receiving

Quoted shipping and handling charges are subject to change and will be shipped at the prevailing rates at the time of shipping. Purchaser is responsible for all shipping costs incurred.

PURCHASER: BEFORE RECEIVING, ACCEPTING, OR SIGNING FOR YOUR MERCHANDISE, PLEASE READ THIS POLICY AND INSPECT YOUR MERCHANDISE FIRST

IMPORTANT: PURCHASER IS RESPONSIBLE FOR RECEIVING TRUCK SHIPMENTS

Once the freight carrier picks up Purchaser's freight from Seller's facility, safe delivery of this shipment is the responsibility of the freight carrier and/or Purchaser. However, Seller will be glad to render assistance to trace and recover goods.

Seller will ensure that Freight carrier shipments leave the Seller's warehouse in good condition. It is possible that in the process of transportation and transferring of freight, material may become either lost or damaged. Therefore, Seller cannot be responsible for conditions in which Seller has no control. Replacement material will be shipped and charged to Purchaser's account as detailed below. In this regard Purchaser is obligated for prompt payment of material (original and replacement) to Seller. No replacement material shall be sent until payment has been received by Seller. It is the freight carrier's obligation to reimburse Purchaser for damaged or missing items in Purchaser's claim.

Purchaser should examine shipment carefully before signing the delivery receipt. While counting the number of boxes and bundles, it is extremely important to check for shortages and/or damaged materials. If the box and bundle count does not agree with the bill of lading, or damaged material is found, it is Purchaser's responsibility to document shortage or damage on the freight bill and notify the Seller within 48 hours of delivery. Failure timely notify the Seller shall waive Purchaser's right to obtain replacement material for damaged or missing material.

Article 3: Risk of Loss

Unless otherwise stated herein, risk of loss and title to all Materials shall pass to the Purchaser once the materials have been delivered to the Purchaser at the address stated above.

Article 4: Change Orders

A change order is any change in Materials from the original plans and specifications upon which the contract sum is predicated. All change order requests are subject to Seller's written approval. In the event the Seller authorizes changes in the work to be performed, or if any federal, state or local law, rule, or requirement results in alternate designs and/or deviations from the specifications herein, the contract sums shall be accordingly adjusted provided that the cost or credit to Purchaser shall be agreed upon by the parties before the change is put into effect. Any and all changes to this agreement must be in writing and signed by a representative of Seller.

Article 5: Cancellation

Orders for Materials or equipment are not cancelable, either in whole or in part.

Article 6: Return of Materials or Equipment

All returns for credit must have prior written approval of an authorized representative of Seller and must be for justifiable reasons.

The credit extended for such approved returns will be based on the invoice value at time of purchase, or such lower value as may then represent our current pricing. All returns will be assessed a handling and restocking charge of 25% unless otherwise approved by an authorized representative of Seller.

No items shall be returned for credit which have been damaged or rendered unusable. Unless otherwise approved by an authorized representative of Seller, all returned items shall be freight prepaid by Purchaser. During shipping, Purchaser is liable for all Materials.

Article 7: Ownership and Use of Drawings, Specifications, Plans, and Other Documents

Documents prepared by Seller, engineer, engineer's consultants, architect, or architect's consultants are instruments of service for use solely with respect to the Materials and the specific project. The Seller engineer, or engineer's consultants or architect or architect's consultants shall retain all common law, statutory and other reserved rights in their instruments of service including copyright. The Purchaser or its contractor, are authorized to use the instruments of service provided to them for this project only.

Article 8: Waiver of Subrogation

Each party agrees that with respect to any losses covered by, or required to be covered by, property insurance under the terms of this agreement, other than those losses caused by the other party's gross negligence or intentional acts, each party hereby waives and releases the other, its officers, directors, employees and agents, from any and all claims and liability or responsibility with respect to such losses, including losses arising out of the inability to conduct business. Each party further agrees that its insurance companies shall have no right of subrogation against the other on account of this release.

Article 9: Governing Law and Venue

The venue of any action arising out of or relating to this Agreement, or brought to enforce the provisions of this Agreement, shall be Berrien County, Georgia or the United States District Court for the Middle District of Georgia for a federal district court proceeding. This Agreement shall be governed by the laws of the State of Georgia. The parties agree, as a condition precedent to litigation, any controversy or claim relating to this agreement shall be first submitted to mediation before a mutually acceptable mediator, unless Seller, at its sole option, elects to waive this requirement and the parties further agree that the mediation will take place in Berrien County, Georgia. Each party irrevocably consents to the jurisdiction of the above courts.

Article 10: Waiver of Jury Trial

EACH PARTY AGREES THAT AS A MATERIAL PART OF THE CONSIDERATION HEREUNDER AND AS AN INDUCEMENT TO ENTER INTO THIS AGREEMENT, EACH PARTY HEREBY WAIVES THE RIGHT TO A JURY TRIAL.

Article 11: Attorneys' Fees

The prevailing party in any dispute arising out of or in connection with this Agreement shall be entitled to its attorney's fees, costs, and expenses incurred through arbitration, litigation, appellate and bankruptcy proceedings.

Article 12: Damage Limitation

In no event, whether based on the Agreement, warranty (express or implied), tort, federal or state statute or otherwise arising from or relating to the Materials or use of the materials and services performed under the Agreement, shall Seller be liable for secondary, special, punitive, exemplary, incidental, speculative, consequential, or indirect damages, including loss of use, loss of revenue, loss of profits or loss of crops.

Seller and Purchaser agree to allocate certain of the risks so that, to the fullest extent permitted by law, Seller's total aggregate liability to Purchaser is limited to the dollar amount of the Agreement for any and all injuries, damages, claims, expenses or claim expenses including attorneys' fees arising out of or relating to this Agreement regardless of whether it is based in warranty, tort, contract, strict liability, negligence, errors, omissions, or from any other cause or causes.

Article 13: Disclaimers

Purchaser understands and recognizes that greenhouses and related products manufactured and/or sold by Seller are subject to varied conditions due to the way they are to be installed and used. Seller makes no warranties whatsoever, express or implied, written or oral, to Purchaser. Liability is limited to repair or replacement of defective parts to the original Purchaser. Seller is not liable for any consequential damages, expenses, or injury arising from the use, misuse or adverse weather of any product manufactured or sold by Seller. Seller is not responsible for loss of income, merchandise, or livelihood due to a defective part sold by Seller. Seller reserves the right to make changes in design or add to or improve the product without incurring any obligation to install the same on any products previously manufactured.

Seller cannot and will not be held responsible for product or equipment failure where excessive weather conditions including but not limited to, snow, wind, lightning, fire, or hail has occurred, and such occurrences have exceeded the design loads stated in the engineering specifications. Furthermore, Seller cannot and will not be held responsible for product or equipment failure due to improper installation, inadequate common maintenance, or failure to follow the manufacturer's recommendations and instructions. Failure to follow manufacturer's recommendations and instructions could result in ultimate structural and equipment failure. Seller disclaims all responsibility for any injury or damage caused by the structure or equipment.

If the Purchaser chooses not to purchase steel end wall framing kits from Seller, it is Purchaser's sole responsibility to provide adequate framing to resist wind/snow loads to prevent damage or structural failure.

Seller cannot and will not be held liable for a loss of or damage to single layer poly due to slippage through aluminum poly fastening extrusions.

Article 14: Indemnification

To the fullest extent permitted by law, the Purchaser shall indemnify, defend and hold harmless the Seller, and its agents and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or related to the delivery or installation of the Materials, provided such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property, but only to the extent caused by the negligent act or omissions of Purchaser, or anyone directly employed by them or under their control or anyone whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

To the fullest extent permitted by law, Purchaser shall indemnify defend and hold Seller, including its owners, officers, managers, employees and agents, harmless (to the extent provided by the law) from and against all claims, loss, liability, cost, damage, or expense including attorneys' fees arising out of or related to any claim, action or proceeding against Seller arising out of or related to the installation, maintenance, use or operation of the Materials or products purchased by Purchaser or on Purchaser's behalf.

Article 15: Limited Warranty

Seller warrants that its products are free from defects in material and workmanship for a period of one year from the date of delivery, except that Seller explicitly makes no warranties as to products or materials manufactured by others. As to products manufactured by others, Purchaser's sole remedy shall be under warranty, if any, made by the original manufacturer. This limited warranty is nontransferable or assignable.

It is the Purchaser's responsibility to notify Seller in writing at matt@atlasgreenhouse.com (email) or mailed overnight mail with tracking to Atlas Greenhouse, Attn: Matt Hughes, P.O. Box 558, Alapaha, GA 31622 within ten (10) calendar days of the occurrence of any claim, defect, or deficiency arising out of materials provided by Seller under the Agreement. Failure of the Purchaser to provide written notice of the occurrence will result in the Purchaser waiving all claims that may be brought against Seller because of or relating to the occurrence, including claims arising in law, equity, contract, warranty, tort, or federal or state statutory claims. Upon receiving notice, Seller will within a reasonable time inspect the Materials, and if the cause of the defect is within the coverage as stated above, the Seller will arrange for repairs/replacements to be made. If the cause of the damage is not covered by the warranty, Seller will notify Purchaser that the damage is not covered, and Seller shall not be liable to Purchaser for the cost of repairs or damage.

Purchaser's remedies hereunder are limited to the repair and/or replacement of goods manufactured by Seller as provided herein. Any warranty provided by Seller shall be void if Purchaser fails to pay for any materials ordered pursuant to the Agreement.

The obligations of Seller herein are in lieu of all others, and Seller makes no other warranties, express or implied, including, without limitation, any warranties of merchantability or fitness, for any purpose. Under no circumstances shall Seller be liable for any special or consequential damages, even if Seller has been notified of the possibility the same.

Purchaser shall hold and protect all products for which Purchaser has given notice, as stated above, until Purchaser is specifically instructed to do otherwise by Seller. While such products are under Purchaser's protection, Purchaser shall be liable for all damages to said products.

Non-code or non-certified structures acquired by the Purchaser are done so at the Purchaser's own risk. Purchaser shall indemnify Seller from any liabilities or costs including attorneys' fees for structural failure or any legal action taken by governing agencies for nonconformance.

The structure set forth in this proposal is designed with the understanding that the interior may be cooled and/or heated. If the structure set forth in this proposal is structurally certified by a licensed structural engineer, the certification is based on figures for a continuously heated greenhouse. The Purchaser understands that it is required to regulate the inside temperatures to avoid excessive snow loads.

Purchaser understands that the cost of structural certification not requested at time of purchase but requested after Purchaser received structure and signed delivery receipt will be charged to Purchaser. In addition, any components (additional trusses, purlins, spacings, braces, etc.) necessary to meet the required certification will be charged to the Purchaser. Purchaser is responsible for informing Seller of required loads for the county in which the structure is to be located.

Seller shall not be responsible for any damages, direct or consequential, whether or not the structure contains growing plants, which shall result either from: (a) the failure of the Purchaser to always regulate inside temperatures, or (in the event the Purchaser is responsible hereunder for installing environmental control equipment), (b) the failure of the Purchaser to complete timely installation of said equipment.

EXCLUSIONS TO WARRANTY

Including the exclusions mentioned elsewhere in this agreement, Seller disclaims all liability for claims arising out of the exclusions listed below. Purchaser acknowledges that he/she is solely liable for all damages, whether actual or consequential, arising out of these claims. This express workmanship warranty does NOT cover the following:

1) Defects or damage caused by:

- (a) Natural disasters including, without limitation, floods, lightning, hurricanes, tropical storms, hail, windstorms, earthquakes, and/or tornadoes.
- (b) Temperature fluctuations.
- (c) Structural failures, such as cracks in foundations or other surfaces; damages caused by water intrusion unrelated to the work.
- (d) Changes in original principal usage unless approved in advance in writing.
- (e) Repairs by others including, but not limited to, servicing or maintenance unless prior written approval is obtained.
- (f) Acts of God, strikes, riots, war, civil disturbances, fire, vandalism or other damage beyond Builder's control.
- (g) Failure of Purchaser to maintain the purchased Materials.
- (h) Sinkholes, shifting soils, or other ground subsidence condition.
- (i) Purchaser negligence, misuse, abuse or alteration.

2) Damage to person or property caused by mold, mildew, fungi, spores, algae, microscopic organisms, hazardous chemicals, biological agents or allergens.

3) Any condition that is not in strict accordance with Seller's installation instructions.

Article 16: Limited Equipment Warranty

Seller is a manufacturer or distributor for products and equipment used in the greenhouse industry. These product manufacturers have stated warranty procedures that must be followed to validate the warranty. These warranty procedures are typically included with the product's original packaging. Each product manual should be retained for servicing the product and warranty procedures. If the service manual and/or warranty procedures cannot be located, please call and ask for technical support. Subject to the other requirements and exceptions in this Agreement, Seller will warranty defective parts and motors for fans, shutters, pumps, heaters, thermostats, and curtain motors for a period of one year. However, all warranties are null and void when improperly wired or used. Upon inspection and testing, if the motor or part was improperly wired or used, the Purchaser will be billed. Seller has found that most claims for a defective motor or part are caused by initial improper wiring. Motors and heaters should be wired/installed by a licensed professional with experience in commercial equipment. Most claims of shortages are caused by Purchaser inexperience. Purchaser should inspect, identify, and recognize all parts, bundles, and equipment before beginning construction.

Article 17: Design Parameters

The structure set forth in this proposal is designed with the understanding that the interior may be cooled and/or heated. Purchaser understands that they are required to regulate inside temperature to avoid excessive snow loads. Seller shall therefore not be responsible for any damages, direct or consequential, whether or not the structure contains growing plants, which shall result either from (a) the failure of the Purchaser to at all times regulate and maintain proper inside temperatures, or (in the event the Purchaser is responsible hereunder for installing environmental control equipment) (b) the failure of the Purchaser to complete timely installation of said equipment.

Article 18: Foundations

Foundation options shown in this manual are for illustration purposes only and are intended to assist with the layout for posts and may not be suitable for Purchaser's structure. Soil types and densities vary from location to location, even within a specific locale. Different foundation requirements will be based on Purchaser's specific soil conditions, post spacing, wind loads, snow loads, etc. Seller can provide, upon request, engineering calculations to assist in determining foundation requirements with a local engineer for Purchaser's structure based on local code requirements. It is the responsibility of Purchaser to obtain all necessary local code information and to inform Seller of the required loads for the county, as well as obtaining any permits which will be necessary. Unless otherwise agreed to in writing by the parties, it is the responsibility of the Purchaser to install this structure on an adequate foundation designed to meet local building codes. Structures using post-in-ground are required to set posts according to foundation design. All structures must have posts set in 3000 PSI commercial grade concrete. Failure to strictly adhere to buildings codes, the requirements set forth in this Agreement or the installation manual shall void all warranties.

Article 19: Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise unenforceable, that provision shall be revised to the extent necessary to make that provision enforceable and legal. In such event, the Contract Documents shall be construed to the fullest extent of the law, to give effect to the Parties intention in executing the Contract Documents.

Article 20: Waiver of Consequential Damages

The Seller and Purchaser waive claims against each other for consequential damages. In no event, whether based on the Agreement, warranty (express or implied), tort, federal or state statute or otherwise arising from or relating to the work and services performed under the Agreement, shall Seller be liable for secondary, special, punitive, exemplary, incidental, speculative, consequential, or indirect damages, including loss of use or loss of profits.

Article 21: Acts of God

Seller shall not be liable for any damage, whether actual or consequential, or claim arising out of or relating to Acts of God, accidents, civil disturbances, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor, fires, hurricanes and other weather conditions, strikes, war or other causes beyond Seller's reasonable control.

Article 22: No Third-Party Beneficiary

This Agreement is intended to benefit only the parties hereto and their successors and assigns. Nothing in this Agreement is intended to create rights in any third-party beneficiary.

Article 23: Assignment

This Agreement shall not be assignable by Purchaser without the written consent of the Seller. Any attempt at assignment may be deemed a default.

Article 24: Technical Support

Technical advice is limited by the information provided by the Purchaser and the Purchaser must make the ultimate decision since the Purchaser is on-site.

The Purchaser should consult the instruction manual and have it available when speaking to technical support. There is no guarantee of success of the technical assistance and no additional warranties are expressed or implied based upon any technical assistance given to the Purchaser. Seller is not responsible for the Purchaser's misunderstanding or misapplication of the technical advice given, other than what may qualify under the original warranties, terms, and conditions.

Article 25: Recommendations

1. Store all galvanized square, rectangle, and round tubing in a dry area. Galvanized hat purlins also need a dry area. If a dry, indoor area is not available for storage, cut the bundle straps and separate bundles, allowing air to dry out trapped moisture. Failure to do so will result in white oxidation forming on the metals.
2. A continuous inside temperature of 50°F at 3'-0" above floor level must be always maintained during cold weather or winter conditions. If snow begins to accumulate on the structure, increase the temperature until the accumulation is no longer present. Failure to do so will allow snow and ice to accumulate which may result in a structural failure due to excessive accumulation.
3. In case of heating failure, Seller recommends having an alternative heat source and/or generator and spare parts to allow for product function until full repairs or replacements can be made.
4. Maintain the poly covering to have a snug or almost tight fit year-round, it will expand, or contract based on changing temperatures and wind. Poly must not sag between framing members – failure to do so may result in pocketing of rain/snow which can cause serious damage or structural failure.
5. It is the Purchaser's responsibility to ensure that double poly systems are always inflated. In case of electrical failure, use a generator to keep the inflation system running.
6. When extreme weather conditions are predicted, it is recommended remove poly covering from the structures to prevent structural damage. Ensure all bolts, nuts, anchors, etc. are tightened securely when construction is complete.
7. Extrusions which require 'snap caps' are designed for two layers of 6 mil poly to adequately hold in place: single wide lock, double wide lock, channel lock, Z-lock, Snow Arch gutter, RT Max gutter, Pro Com gutter, wall/hinge extrusion. If using these extrusions with seasonal 4 mil poly, substitute the snap cap for stainless steel wire.

Approval and Acceptance:

Purchaser has reviewed and hereby accepts the terms of this Agreement and agrees to be bound by all of the provisions set forth herein.

“PURCHASER” (as defined above):

BY: _____

Name: _____

Title: _____

Date: _____



**REGULAR COMMITTEE OF THE WHOLE MEETING
AUGUST 20, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of Change Order No. 1 for the Justice Center Roof and Fascia Replacement with The Green-Simmons Company, Inc., to increase design pressures in an amount not to exceed \$45,667. (GS)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 09-03-24 24-xxx Authorize Change Order Justice Center Roof Replacement
2. 2024-0502 Justice Center Roof & Facia Replacement - Change Order 1

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF
CHANGE ORDER NO. 1 FOR THE
JUSTICE CENTER ROOF AND FASCIA REPLACEMENT WITH
THE GREEN-SIMMONS COMPANY, INC.
TO INCREASE DESIGN PRESSURES
IN AN AMOUNT NOT TO EXCEED \$45,667**

FINDINGS:

1. The Orange Beach City Council awarded the competitive bid for the Justice Center Roof and Fascia Replacement to The Green-Simmons Company, Inc., in an amount not to exceed \$1,454,000 per Resolution No. 24-121 on June 4, 2024.
2. The Project Architect has recommended approval of Change Order No. 1 (attached Exhibit A) in the amount of \$45,667 due to the need to increase design pressures bringing the total contract sum to \$1,499,667.
3. City Council has determined that the change order 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 authorizes the Mayor to execute the change order now before the Council with The Green-Simmons Company, Inc., to increase design pressures for the Justice Center Roof and Fascia Replacement with an increase in the monetary amount for the City of Orange Beach by an amount not to exceed \$45,667 for the reasons so stated by and as an act for and on behalf of the City of Orange Beach;
2. That the Project Architect shall implement this change order and properly document the same pursuant to all applicable contract documents; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 3rd DAY OF SEPTEMBER, 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 September 3, 2024.

City Clerk

**City of Orange Beach
Justice Center Re-Roof
P-1
Increased Design Pressures**

PRIME CONTRACTOR COST:

Direct Cost - Labor	
Direct Cost - Labor Burden @ 48%	<u>\$0</u>
Total Labor Cost	\$0
Direct Cost - Material - Wood Framing Engineering	\$750
Direct Cost - Material Tax @ 0.00%	<u>\$0</u>
Total Material Cost	\$750

SUBCONTRACTOR COST:

Cockrell Metals, LLC.	\$38,013
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Total Subcontractor Cost	<u>\$38,013</u>
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Total All Cost	\$38,763
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MARK-UPS:

Overhead @ 10.0%	\$3,876
Subtotal	\$42,639
Profit @ 5%	\$2,132
Subtotal	\$44,771
Bond @ 2.0%	<u>\$895</u>
Total All Cost	\$45,667

Additional Days Required	15
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**** MEMO ****

PROJECT: JUSTIC CENTER ROOF AND FASCIA REPLACEMENT
ORANGE BEACH, AL

DATE: Aug. 1, 2024

Nathan,

Please find the attached cost sheet that calculated the required changes that impacted the roof system when we received the Revised G100 Drawing. The changes have required us to add clips, and additional fasteners. We also had to have our engineer revise his calculations. A summary is detailed below:

Summary of Changes

- Perimeter Width From- 2' to 10'
- Zone 1 Change from 68 to 73.9 PSF
- Zone 2 Change from 97 to 128.5 PSF
- Zone 3 Change from 97 to 190.2 PSF
- Exposure from B to C
- Category Changed from II to IV

Revision to Panel Attachment

Zone 1 Changed from 2'-0" to 2'-0" o.c.- NO CHANGE

Zone 2 Changed from 1'-10" to 1'-5" o.c.

Zone 3 Changed from 1'-10" to 0'-11" o.c.

Zone Perimeter Chane to 10' Wide

Results in the addition of 7,033 Clips

SUMMARY OF COST

The cost impact from these revisions is \$38,013.38. The time impact is 15 days.
Let me know if you have any questions,

Thanks,
Billy Cockrell

THE METAL ROOF EXPERTS

COST ESTIMATE SHEET

Project: Orange Beach Justice Center

Install Additional Standing Seam Clips from Revised G100 Sheet

**** 1 Sheet Metal Workers can install 15 Clips Per Hour ****

DESCRIPTION	HOURS	UNIT PRICE	TOTAL
Supervisor	40	\$ 45.00	\$ 1,800.00
Sheet Metal Worker	470	\$ 24.00	\$ 11,280.00
TOTAL RAW LABOR			\$ 13,080.00
WORKER COMPENSATION	\$ 13,080.00	8.2%	\$ 1,077.79
EMPLOYERS TAX BURDEN	\$ 13,080.00	7.7%	\$ 1,000.62
			\$ 0.00
CREW TRUCK EXPENCE-	15	\$ 150.00	\$ 2,250.00
FUEL-SAFETY GEAR- TOOLS, ETC			
ENGINEERING REVIEW	1	\$ 750.00	\$ 750.00
MATERIAL			
Steel Clips	7100	\$ 0.75	\$ 5,325.00
Fasteners	21,300	\$ 0.35	\$ 7,455.00
Shipping/ Pallet/ Packaging	20	\$ 40.00	\$ 800.00
			\$ 0.00
CONSUMABLES-	1	\$ 215.00	\$ 215.00
Sales Tax- Tax Exempt Project-	\$ 13,795.00	0.0%	\$ 0.00
SUBTOTAL			\$ 31,953.41
OVERHEAD	\$ 31,953.41	5.0%	\$ 1,597.67
SUBTOTAL			\$ 33,551.08
PROFIT	\$ 33,551.08	10.0%	\$ 3,355.11
SUBTOTAL			\$ 36,906.19
GENERAL LIABILITY INSURANCE	\$ 36,906.19	3.0%	\$ 1,107.19
TOTAL COST ESTIMATE			\$ 38,013.38



**REGULAR COMMITTEE OF THE WHOLE MEETING
AUGUST 20, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of a Video Surveillance System for the Golf Center through State Bid from Vision Security Technologies, Inc., in the amount of \$30,889.08. (NA)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 09-03-24 24-xxx Authorize Purchase Video Surveillance System Golf Center State Bid
2. 2024.08.01 Quote - Parks Golf Center - Vision Security Technology

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF A
VIDEO SURVEILLANCE SYSTEM FOR THE GOLF CENTER
THROUGH STATE BID FROM VISION SECURITY TECHNOLOGIES INC.
IN THE AMOUNT OF \$30,889.08**

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

1. That the City Council for the City of Orange Beach, Alabama, hereby authorizes the purchase of a Video Surveillance System for the Orange Beach Golf Center from Vision Security Technologies Inc. through Alabama State Bid in an amount not to exceed \$30,889.08;
2. That the Mayor is hereby authorized to approve payment to Vision Security Technologies Inc. in the amount of \$30,889.08 for a Video Surveillance System, per Proposal No. 13384-1-0 dated August 1, 2024;
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 3rd DAY OF SEPTEMBER, 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 September 3, 2024.

City Clerk



VISION

SECURITY TECHNOLOGIES

New Video Surveillance

Prepared for:
Orange Beach Golf Center
4700 Easy Street
Orange Beach , AL 36561

Prepared by:
Kevin Daly
Account Manager
kevin.daly@visionsoutheast.com
Cell: 217-620-5028

Proposal Issued:
8/1/2024

Proposal Valid To:
8/31/2024



Proposal Number: 13384-1-0
Orange Beach Golf Center
Date: August 1, 2024

PROJECT DESCRIPTION

Name: Orange Beach Golf Center

Site: Orange Beach Golf Center

4700 Easy Street
Orange Beach, AL 36561

Billing: City of Orange Beach

P.O. Box 458
Orange Beach, AL 36561

Contact

Cynthia Stacy, Accounts Payable
Clerk

P: (251) 981-6818

C:

E: cstacy@orangebeachal.gov

We appreciate your time and this opportunity. The following information summarizes your current estimate and is a scope of work as we understand your needs. We have abbreviated a few items in an effort to streamline this document. Within the scope "VST" is Vision Security Technologies, "customer" designates the customer and "others" would be vendors working directly for you. Specific devices and part numbers can be found on the actual estimate. Please review this information and let us know if you have any questions.

Vision Security Technologies (VST) to provide and install a new video surveillance system for the Orange Beach Golf Center located in Orange Beach, Alabama to consist of the following:

Camera locations are depicted on attached drawing.

Pro-Shop

VST to provide and install one (1) AS3 16-port Avigilon server.

VST to provide and install one (1) Analytics kit.

VST to provide and install one (1) 6mp dome camera on the front entrance of the pro-shop. This camera is to replace and existing camera.

VST to provide and install one (1) 5mp bullet camera to be located on the outside north west corner of the pro-shop.

VST to provide and install one (1) 2mp dome camera to be located inside the pro-shop in the north west corner.

VST to provide and install one (1) 5mp dual head camera to be located in the middle of the walkway between the pro-shop and the event building.

The information enclosed in this proposal is intended for the use of the individual to which it is addressed, and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. All information included is considered proprietary and is the intellectual property of Vision Security Technologies. As the reader or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, Or Copy of this communication, information contained within, or its attachments, is strictly prohibited



Proposal Number: 13384-1-0
Orange Beach Golf Center
Date: August 1, 2024

Event Building

VST to provide and install three (3) 2mp dome cameras to be located inside the event room. One camera to be located in each golf simulator and one camera to cover the open sitting area.

VST to provide and install one (1) 5mp bullet camera on the outside north west corner of the building.

Driving Range

VST to provide and install one (1) 5mp mini dome camera to cover the covered driving range.

VST to provide and install one (1) NEMA rated outdoor enclosure.

VST to provide and install one (1) 4-port PoE switch.

VST to use customer provided point to point wireless access points and to assume they are in good working condition.

Maintenance Building

VST to provide and install one (1) 5mp bullet camera on the outside south west corner of the building. This camera is to replace an existing camera.

VST to use customer provided switch and point to point wireless access points and to assume they are in good working condition.

Other

VST to provide and install thirteen (13) Unit 8 class camera licenses.

VST to provide and install one (1) Facial Recognition camera license.

VST to provide and install one battery back-up.

VST to program and configure cameras.

VST to provide two hours of training.

This project is being quoted as tax exempt. Materials will be purchased using a Certificate of Exemption per Act 2013-205 and Alabama Department Rule 810-6-3-77. The tax exempt entity will be

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Proposal Number: 13384-1-0
Orange Beach Golf Center
Date: August 1, 2024

required to file application, Form St: EXC-01

Unless specifically outlined above, the customer or others is responsible for all: A.C. power, network connectivity, All conduit pathways, J-boxes within 36" of camera locations, all wiring and wiring paths that require masonry or structural penetrations, lifts or specialized training for this project.

Thank you for allowing Vision Security Technologies this opportunity . We look forward to working with you.

SCOPE DETAILS

- All work proposed shall be performed during normal business hours Monday through Friday 8:00AM -5:00PM
- 120 VAC power outlets and hardware connections are excluded from this project and are the responsibility of others.

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Proposal Number: 13384-1-0
Orange Beach Golf Center
Date: August 1, 2024

BILL OF MATERIALS

Name: Orange Beach Golf Center

Site: Orange Beach Golf Center

4700 Easy Street
Orange Beach, AL 36561

Billing: City of Orange Beach

P.O. Box 458
Orange Beach, AL 36561

Contact

Cynthia Stacy, Accounts Payable Clerk

P: (251) 981-6818

C:

E: cstacy@orangebeachal.gov

Server and Licenses \$14,013.74

QTY	Description	Unit Price	Ext.Price
13	Unity Enterprise camera channel	\$291.21	\$3,785.73
1	Analytics Kit For HDVA3 16/24 Port	\$1,063.48	\$1,063.48
1	HD Video Appliance 3X Pro 16-port 6TB; NA; Windows	\$4,527.93	\$4,527.93
1	Facial Recognition License	\$1,506.13	\$1,506.13
1	4U Vertical Wall Mount Rack	\$129.92	\$129.92
1	750VA/750W Smart App UPS	\$585.55	\$585.55

Pro Shop \$5,991.57

QTY	Description	Unit Price	Ext.Price
1	Mount; Pendant Arm; 20cm Long; 1.5 NPT	\$96.61	\$96.61
1	H6M Grey Pendant Adapter	\$55.20	\$55.20
1	6MP H6A Outdoor IR Dome Camera with 4.4-9.3mm Lens	\$1,480.68	\$1,480.68
1	5MP H6SL Bullet Camera with 3.4-10.5mm Lens	\$933.85	\$933.85
1	2.0 MP, WDR, LightCatcher, DN, Indoor Dome,	\$517.07	\$517.07
1	2x 5MP H5A Dual Head Outdoor Camera	\$1,648.76	\$1,648.76
1	4 Channel Wall Mount POE Ethernet Protector, 1U, Shielded RJ45 In/Out, 10GbE	\$177.60	\$177.60
4	VS 3FT YLW SNAGLESS C6 CM Booted	\$3.17	\$12.68

Supplies & Materials:

QTY	Description	Ext.Price
4	Misc. Installation Hardware	\$124.12

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www.visionsecuritytechnologies.com

License #591





Proposal Number: 13384-1-0
Orange Beach Golf Center
Date: August 1, 2024

Event Building \$5,915.56

QTY	Description	Unit Price	Ext.Price
1	5MP H6SL Bullet Camera with 3.4-10.5mm Lens	\$933.85	\$933.85
3	2.0 MP, WDR, LightCatcher, DN, Indoor Dome,	\$499.79	\$1,499.37
500	CAT-6 Shielded Plenum	\$1.00	\$500.00
1	4 Channel Wall Mount POE Ethernet Protector, 1U, Shielded RJ45 In/Out, 10GbE	\$177.60	\$177.60
4	VS 3FT YLW SNAGLESS C6 CM Booted	\$3.17	\$12.68

Supplies & Materials:

QTY	Description	Ext.Price
2	Misc. Installation Hardware	\$62.06

Maintenance Shop \$1,574.14

QTY	Description	Unit Price	Ext.Price
1	5MP H6SL Bullet Camera with 3.4-10.5mm Lens	\$933.85	\$933.85
1	DTK-MRJPOE With Shielded RJ45 Connections	\$82.92	\$82.92
2	VS 3FT YLW SNAGLESS C6 CM Booted	\$3.17	\$6.34

Supplies & Materials:

QTY	Description	Ext.Price
1	Misc. Installation Hardware	\$31.03

Driving Range \$3,394.07

QTY	Description	Unit Price	Ext.Price
1	18X16X10 NON-METALLATCH-ENCLOSURE	\$413.67	\$413.67
1	ALUMINUM BACK-PANEL FOR THEBW-SL181610	\$89.12	\$89.12
1	UPS, NEMA 5-15P Connection, 120 VAC Input/Output, 60 Hertz, 650 VA, USB Port, LED Status Display, 180 MM Width x 302 MM Depth x 88 MM Height-APC BY SC	\$173.02	\$173.02
1	5MP H5M Dome Camera with 2.8mm lens	\$701.95	\$701.95
1	5 Port Industrial Gigabit POE+ High Temp	\$518.72	\$518.72
1	Din Rail 10 inches	\$7.93	\$7.93
1	Industrial Single Output DIN Rail Power Supply	\$131.66	\$131.66
1	3 Conductor Line Cord	\$8.65	\$8.65
100	CAT 6 Outdoor Rate Cable CAT6-DB	\$0.75	\$75.00
2	DTK-MRJPOE With Shielded RJ45 Connections	\$82.92	\$165.84
1	VS 3FT YLW SNAGLESS C6 CM Booted	\$3.17	\$3.17

Supplies & Materials:

QTY	Description	Ext.Price
1	Misc. Installation Hardware	\$31.03
1	Misc. Installation Hardware	\$129.31

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Proposal Number: 13384-1-0
Orange Beach Golf Center
Date: August 1, 2024

Total Equipment	\$22,956.53
Total Labor	\$7,555.00
Total Supplies & Materials	\$377.55
Total Purchase Price	\$30,889.08

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Proposal Number: 13384-1-0
Orange Beach Golf Center
Date: August 1, 2024

Vision Investment Protection (VIP) is an elite service and maintenance plan that allows for a fixed annual budget. This proactive approach allows service and maintenance to be an operating expenditure, not a capital expenditure.

VIP is customizable and may include all or some of the following:

- 24/7 Priority Contact with Vision's Customer Support Group
- Guaranteed Response
- Emergency Weekend Response
- System Updates
- Discounted Rates
- Preventative Maintenance

VIP helps maintain your system at peak operating condition and eliminates the hassle of an unexpected expense if an issue arises.

Monthly Investment: Not Included

VISION INVESTMENT PROTECTION

Accept _____

Decline _____

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Proposal Number: 13384-1-0
Orange Beach Golf Center
Date: August 1, 2024

TERMS & CONDITIONS

For the purposes of this Agreement, "VST" means Vision Security Technologies Inc. and/or all other entities under common control or common ownership with VST.

1. **Acceptance.** VST's Invoice, Quotation, Confirmation, Proposal or Service Agreement contains the complete agreement between VST and Customer, and VST expressly limits its acceptance to the terms stated herein. Additional or different terms in Customer's purchase order, confirmation, other writings, or from prior negotiations (hereinafter "Other terms"), shall not be binding on VST and are hereby superseded by the terms delineated herein. Further, any quotations, proposals, confirmations or service agreements not executed or otherwise agreed upon expire after Thirty (30) days subsequent to the date stated therein. Additionally, the Acceptance by Customer of VST's Invoice, Quotation, Confirmation, Proposal or Service Agreement referenced herein has been executed by such person who has full power and authority to execute and deliver this Agreement by Customer and to obligate Customer accordingly .

2. **Force Majeure.** If the performance of the Agreement, or of any obligation hereunder is prevented, restricted or interfered with by reason of fire, breakdown of plant, labor disputes, embargoes, government ordinances or requirements, civil or military authorities, acts of God or the public enemy, acts or omissions of carriers, or other causes beyond the reasonable control of the party whose performance is affected, then the party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-for-day basis to the extent of such prevention, restriction, or interference (and the other party shall likewise be excused from performance of its obligations on the day -for-day basis to the extent such party's obligations relate to the performance so prevented, restricted or interfered with); provided that the party so affected shall use its best efforts to avoid or remove such causes .

3. **Limitation of Liability.** In no event will VST be liable for consequential damages, including lost profits, loss of investment, or other incidental damages incurred from Customer's investment based on the Scope of Work to be performed by VST under this Agreement. VST's total liability for work performed shall never exceed the amount paid by the Customer for services performed under this Agreement.

4. **WARRANTIES.** VST WARRANTS THAT THE PRODUCTS COVERED HEREBY CONFORM TO THE DESCRIPTION AND SPECIFICATIONS, IF ANY. THE USE OF THE PRODUCTS BY CUSTOMER CONSTITUTES CUSTOMER'S ACCEPTANCE OF CONFORMITY. VST WARRANTS THE WORKMANSHIP OF ITS INSTALLATION FOR A PERIOD OF ONE (1) YEAR FOLLOWING INSTALLATION. SHOULD CUSTOMER OR ANY OTHER PERSON OR ENTITY WORK ON, ADJUST OR OTHERWISE TOUCH THE PRODUCT WARRANTED BY VST, VST'S ONE-YEAR WARRANTY DELINEATED HEREIN IS HEREBY VOIDED AND OTHERWISE UNENFORCEABLE. CUSTOMER SHOULD CONSULT THE MANUFACTURER OF ANY PRODUCT TO DETERMINE WHAT, IF ANY, WARRANTIES IT PROVIDES. ALL OTHER WARRANTIES ARE EXCLUDED, WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS. VST'S LIABILITY FOR BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE, IS EXPRESSLY

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Proposal Number: 13384-1-0
Orange Beach Golf Center
Date: August 1, 2024

LIMITED AT THE OPTION OF VST: (A) TO THE REPLACEMENT AT THE AGREED POINT OF DELIVERY OF ANY PRODUCTS OR SERVICES FOUND TO BE DEFECTIVE OR NOT TO CONFORM TO THE SPECIFICATIONS SET FORTH HEREIN (UPON DELIVERY OF THE PRODUCT BY CUSTOMER TO VST), (B) TO THE REPAIR OF SUCH PRODUCTS OR SERVICES (UPON DELIVERY OF THE PRODUCT BY CUSTOMER TO VST); OR (C) TO THE REFUND OR CREDITING TO CUSTOMER OF THE PRICE OF SUCH PRODUCTS OR SERVICES.

5. Delivery Terms. Delivery dates are approximate and are based upon prompt receipt of all necessary information from Customer. Unless otherwise specified by VST, delivery will be made and title will pass to Customer upon Customer's acceptance of conformity. Further, Customer is responsible for any job-site preparation or any other requirement needed in order for VST to meet its obligations as set forth herein.

6. Unforeseen Conditions or Change Orders. Should concealed conditions encountered in the performance of VST's work in a structure be a variance with the conditions indicated by the contract documents or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in the work of the character provided for in the contract documents be encountered, the compensation to be paid to VST for the work shall be adjusted by a Change Order. If VST encounters unforeseen conditions or circumstances during installation and/or maintenance at Customer's site that materially increase the cost or complexity of the work VST agreed to perform, Customer agrees to compensate VST for the extra materials and labor required by the unforeseen conditions or circumstances and for any additional costs, expenses or fees that VST incurs due to these circumstances. Further, if Customer materially changes any of the conditions or demands required of VST, then Customer hereby agrees to compensate VST for the extra materials and labor required and for any additional costs, expenses or fees that VST incurs due to these changes.

7. Dispute Resolution. Customer and VST agree that any and all disputes arising out of, or relating to, Customer's purchase of VST's products, attempted purchase of VST products, purchase of VST's service and /or installation of any product, use of VST's products, and/or any warranty(ies) alleged to cover VST's products, shall be resolved by binding arbitration in Birmingham, Alabama to the exclusion of all other locations. Further, Customer and VST hereby state and agree that any relationship between them and any transactions related to this or any other agreement to which they are a party specifically and without revocation are involved and touch upon interstate commerce. This provision shall apply to any and all claims whatsoever, whether they sound in contract, tort, or otherwise, with the sole exception being claims asserted by VST for non-payment, and without regard to whether they are based on conduct occurring before Customer's purchase of VST's products, or execution of a Service Agreement. The arbitration shall be governed by the rules and procedures promulgated by the American Arbitration Association that are in effect at the time of the dispute. The arbitrator shall have full authority to award costs, including reasonable attorney's fees, to the prevailing party.

8. Waiver of Trial by Jury. In the event that the Arbitration Agreement contained in these Standard Terms and Conditions is declared to be unenforceable by a court of law for any reason, Customer and VST, and their successors and assigns, do hereby waive their right to a trial by jury of any claim, counterclaim, cross-claim, or third-party claim, including any and all claims for injury or damage, brought by either party against the other that arises out of, or is related to, this Agreement, Customer's relationship with VST, Customer's purchase of VST's products, Customer's attempted

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Proposal Number: 13384-1-0
Orange Beach Golf Center
Date: August 1, 2024

purchase of VST's products, the use of VST's products, the servicing and/or installation of VST's products, and/or any warranty(ies) alleged to cover VST's products. VST and Customer make this waiver to avoid the additional time and expense jury trials require.

9. Acknowledgment. Customer acknowledges that VST shall not be responsible for any damages, claims, or injuries arising from Customer's improper use of VST's work delivered, services, Customer's failure to properly maintain VST's products, Customer's modification or alteration of VST's products, or Customer's negligence. Customer agrees to indemnify VST and hold it harmless from any and all claims, injuries, or damages arising from Customer's improper use or maintenance of VST's products, Customer's modification or alteration of VST's products, or Customer's negligence. Further, Customer acknowledges that VST, when rendering its work and services, relies upon quotes, part numbers, part information and other information provided to it by third parties. Accordingly, VST will use reasonable skill and care in performing its services but cannot guarantee that, all information it relied upon is accurate, complete or correct, and shall not be held responsible for any errors including manifest and typographical errors.

10. Payment. Terms of payment shall be the following: 50% of the total amount due shall be paid upon acceptance of the Proposal as a deposit. The remaining 50% shall be paid in "progress billings" as determined and calculated by VST at its sole discretion and billed every 30 days after work begins with payment due within ten (10) days after each bill. Any Change Order, extra charge or extra expense shall be added immediately to the next progress billing and shall be due within ten (10) days after that bill date. Further, should the costs of any part or supply change after acceptance of the Proposal by Customer, Customer hereby agrees that VST shall be entitled to receive and Customer agrees to pay any additional cost incurred by VST in procuring said part or supply in addition to the amounts set forth in the Proposal. Additionally, VST at its discretion shall be entitled to receive and Customer agrees to pay a fuel surcharge to pay any additional cost incurred by VST in the performance of its obligations caused by an increase in VST's fuel costs. Should the financial condition or responsibility of Customer at any time become unsatisfactory to VST, VST shall have the right, at its discretion, to require payment in advance for any shipment hereunder or satisfactory security thereof. If Customer fails to make payment in accordance with the terms of these Standard Terms and Conditions, or fails to comply with any provision hereof, VST may, at its discretion, in addition to any other remedies, cancel any agreement. Customer shall remain liable for all unpaid amounts. In the event Customer fails to make payment in accordance with the terms of Standard Terms and Conditions, the account shall be deemed delinquent and a late charge of one and one-half percent (1½%) per month will be added to the unpaid balance. Customer agrees to pay all collection costs and expenses, including reasonable attorneys' fees that VST incurs in collecting, or attempting to collect, said amount. Further, if Customer, in VST's sole discretion, remains in default greater than thirty (30) days of any sum due under this Agreement, or if Customer destroys or otherwise damages any installed equipment or product under this Agreement, VST may repossess the equipment or property by legal process or self help without the use of force. Nothing in this Agreement shall authorize a violation of criminal law or other applicable statute. In the event of default, VST may take possession of the equipment or property wherever found, including any governmental property or facility. In order to reinstate the Agreement after repossession occurs, Customer must pay: All past due charges, the reasonable cost of pick-up and delivery and a reinstatement fee of \$1000.00. THE CUSTOMER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT JURISDICTION AND VENUE FOR ANY ACTIONS BROUGHT BY EITHER PARTY SHALL BE

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Proposal Number: 13384-1-0
Orange Beach Golf Center
Date: August 1, 2024

EXCLUSIVELY IN SHELBY COUNTY, ALABAMA, and that Customer hereby submits itself to the Jurisdiction of Shelby County, Alabama, and hereby waives any jurisdictional objection thereto.

11. Delay. VST shall not be liable for any failure or delay in manufacture, shipment, delivery of products, or performance of service/maintenance resulting from any cause beyond VST's control, including, but not limited to, provisions of law or governmental regulations, accident, explosion, fire, windstorm, flood or other casualty, strike, lockout, or other labor difficulty, riot, war, insurrection, shortage of, or inability to secure, labor, raw materials, production or transportation facilities.

12. Assignment. Customer may not assign this agreement without prior written consent of VST.

13. Waiver. Waiver of any breach of this contract shall not be construed as a waiver of any other breach .

14. Governing Law. The parties agree that the interpretation and validity of these Standard Terms and Conditions shall be governed by Alabama law.

15. Modification. There are no terms, conditions, under-standings, or agreements between Customer and VST other than those stated herein, and all prior proposals and negotiations are merged herein. NO TERMS AND CONDITIONS IN ANY WAY ALTERING OR MODIFYING THE PROVISIONS HEREIN SHALL BE BINDING UPON VST UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF VST. NO MODIFICATION OR ALTERATION OF THE PROVISIONS HEREIN SHALL RESULT FROM VST'S PERFORMANCE FOLLOWING RECEIPT OF CUSTOMER'S PURCHASE ORDER, SHIPPING ORDER, OR OTHER FORMS CONTAINING PROVISIONS, TERMS, AND CONDITIONS IN ADDITION TO, IN CONFLICT WITH, OR INCONSISTENT WITH, THE PROVISIONS HEREIN.

16. Termination by Customer. The Customer may terminate this Agreement for cause. Such termination may be made only after first giving VST written notice giving VST at least twenty (20) days to cure any default or breach of the contract by VST. If VST fails to cure said default or breach within this twenty (20) day notice, the Customer may then give ten (10) days written notice prior to the effective date of termination of this Agreement. Such notice shall be deemed given if delivered or mailed to the last known address of VST. From and after the effective date specified in such termination notice this Agreement shall be terminated. In the event of such termination, the Customer shall immediately pay VST compensation for services performed hereunder as calculated and delivered by VST to Customer. Such compensation shall be paid within five (5) business days of delivery of said amount by VST to Customer. After this five (5) day period, any amount due shall be subject to late fees and interest in the amount of 1.5% per month.

17. Termination by VST. VST may terminate this Agreement for cause. Such termination may be made only after first giving Customer written notice giving Customer at least twenty (20) days to cure any default or breach of the contract by Customer. If Customer fails to cure said default or breach within this twenty (20) day notice, the VST may then give ten (10) days written notice prior to the effective date of termination of this Agreement. Such notice shall be deemed given if delivered or mailed to the last known address of Customer. From and after the effective date specified in such termination notice this Agreement shall be terminated. In the event of such termination, Customer shall immediately pay

The information enclosed in this proposal is intended for the use of the individual to which it is addressed, and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. All information included is considered proprietary and is the intellectual property of Vision Security Technologies. As the reader or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, Or Copy of this communication, information contained within, or its attachments, is strictly prohibited



Proposal Number: 13384-1-0
Orange Beach Golf Center
Date: August 1, 2024

VST compensation for services performed hereunder as calculated and delivered by VST to Customer. Such compensation shall be paid within five (5) business days of delivery of said amount by VST to Customer. After this five (5) day period, any amount due shall be subject to late fees and interest in the amount of 1.5% per month.

In the event Customer cures any default or breach as delineated in this paragraph, then Customer shall be responsible for any fees, fines, costs, expenses or other monetary damages resulting from Customer's default or breach as determined by VST.

Vision Security Technologies is a proud member of the Alabama Electronic Security Board of Licensure, license #591. If there are unresolved issues, you may contact AESBL at 334-264-9388 or 7956 Vaughn Road, PMB 392, Montgomery, AL 36116.

Initials: _____

The information enclosed in this proposal is intended for the use of the individual to which it is addressed, and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. All information included is considered proprietary and is the intellectual property of Vision Security Technologies. As the reader or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, Or Copy of this communication, information contained within, or its attachments, is strictly prohibited



**REGULAR COMMITTEE OF THE WHOLE MEETING
AUGUST 20, 2024**

Departments: Coastal Resources

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

Background/Description: This is an agreement with the National Audubon Society that will add \$35,544 in funding, extend the scope of work to into a second year, and change the end date from 09/30/2024 to 09/30/2025. Fallan Batchelor is the Bird Stewardship Coordinator and this will pay for part of her salary.

Action Options/Recommendation:

Source of Funding (if applicable): Fallan Batchelor is the Bird Stewardship Coordinator and this will pay for part of her salary along with the supplies needed to carry out the project.

ATTACHMENTS:

1. 09-03-24 24-xxx Authorize Grant Award Amendment Audubon Society Nesting Bird Habitat
2. OrangeBeach_AmendedSubcontract_RESTORE_2024-25
3. Exhibits A&B_OrangeBeach_Scope of Work_RESTORE_2023-25
4. City of Orange Beach_RESTORE2023_AudubonSubcontract_FullySignedExecuted

RESOLUTION NO. 24-xxx

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

FINDINGS:

1. The purpose of this agreement is for the National Audubon Society to provide funding under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast Act of 2012 to the City of Orange to perform services related to the Stewardship of Coastal Alabama Beach Nesting Bird Habitat.
2. On December 13, 2023, City Council adopted Resolution No. 23-247 authorizing the execution of a grant award agreement with the National Audubon Society agreeing to the provisions of the grant.
3. The purpose of this Amendment is to add \$35,544 in funding, extend the scope of work to into a second year, and extend the end date from 09/30/2024 to 09/30/2025.
4. The National Audubon Society will disperse funds to the City to carry out the scope of the project in an amount not to exceed a total of \$47,717.
5. After having reviewed said agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

1. That the Mayor is hereby authorized to execute the Amendment in substantially the form and of substantially the content now before the Council between the City of Orange Beach and the National Audubon Society as an act for and behalf of the City of Orange Beach subject to final approval by the City Attorney; and
2. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 3rd DAY OF SEPTEMBER, 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 September 3, 2024.

City Clerk

AMENDMENT TO SUBRECIPIENT AGREEMENT

This Amendment (“Amendment”) to the Subrecipient Agreement (the “Agreement”) by and between the City of Orange Beach (“Recipient”) and National Audubon Society, Inc. (“Audubon”), dated as of January 9, 2024, is made as of August 1, 2024 by and between Audubon and “Recipient”.

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

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

1. Change end date from 09/30/2024 to 09/30/2025
2. Changed the scope of work to include a second year of field work, analysis, writing, meeting participation, and conference presentations. See the attached “Exhibits A&B_OrangeBeach_Scope of Work_RESTORE_2023-25pdf” for full details of the revised scope of work.
3. Added RESTORE Year 2 (10/1/2024 – 9/30/2025) funds, increasing the total subcontract from \$12,173 (for Year 1) to \$47,717 (for Years 1 & 2).

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

RECIPIENT

BY: _____

NATIONAL AUDUBON SOCIETY, INC.

BY: _____

Budget Narrative – subaward to City of Orange Beach

Exhibits A & B:

Scope of Work and Budget Narrative Years 1 & 2 (10/1/2023 – 9/30/2025)

City of Orange Beach

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

PERSONNEL

Total \$29,700

Name	Project Role	Salary in Year 1	Year 1	Year 2	Total
Fallan Batchelor	Co-PI	\$45,000	\$7,200	\$22,500	\$29,700
Total			\$7,200	\$22,500	\$29,700

Justification

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

FRINGE BENEFITS

Total \$8,910

Name	Project Role	Fringe Rate	Year 1	Year 2	Total
Fallan Batchelor	Co-PI	30%	\$2,160	\$6,750	\$8,910
Total			\$2,160	\$6,750	\$8,910

Justification

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

TRAVEL-DOMESTIC**Total \$0.00**

No travel expenses are requested.

EQUIPMENT**Total \$0.00**

No equipment expenses are required.

SUPPLIES**Total \$1,000**

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

Justification

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

CONTRACTUAL**Total \$0.00**

No contractual expenses are requested.

OTHER**Total \$1,000**

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

Justification

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

TOTAL DIRECT COSTS**Total \$40,610**

Category	Year 1	Year 2	Total
Personnel	\$7,200	\$22,500	\$29,700
Fringe	\$2,160	\$6,750	\$8,910
Travel			
Equipment			
Supplies	\$500	\$500	\$1,000
Contractual			
Other	\$500	\$500	\$1,000
Total Direct Costs	\$10,360	\$30,250	\$40,610

INDIRECT COSTS (17.5%)**Total \$7,107**

Category	Year 1	Year 2	Total
Total Indirect Cost Base	\$10,360	\$30,250	\$40,610
Indirect (17.5%)	\$1,813	\$5,294	\$7,107
Total Costs	\$12,173	\$35,544	\$47,717

The rate is 17.5% and is computed on the following cost base of **\$ 40,610** which is total direct charges (Personnel, Fringe, Supplies, Other) minus equipment (\$0) and contractual (\$0). **Total \$7,107**

TOTALS-DIRECT and INDIRECT COSTS**Total \$47,717**



GRANT AGREEMENT

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

I. AUDUBON: Audubon is identified as follows:

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

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

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

III. RECIPIENT: The Recipient is identified as follows:

Name: City of Orange Beach

Project Manager Name: Fallan Batchelor

Address: 4099 Orange Beach Boulevard
Orange Beach, AL 36561

Business Telephone: 251-981-1063

Business Fax:

E-mail: fbatchelor@orangebeachal.gov

IV. PROJECT DESCRIPTION:

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

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

RESOLUTION NO. 23-247

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

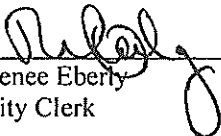
FINDINGS:

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

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

1. That the Mayor is hereby authorized to execute the Grant Award Agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and the Alabama Audubon Society as an act for and on behalf of the City of Orange Beach subject to final approval by the City Attorney; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 13th DAY OF DECEMBER, 2023.



Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 23-247, which was duly and legally adopted at a regular meeting of the City Council on December 13, 2023.



City Clerk



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NATIONAL AUDUBON SOCIETY, INC.



Date: 1/9/2024

Name:

Chief Financial Officer / Chief Operations Officer / Vice-President / Subdelegate

Fallan Batchelor:

By:

Print Name:

Title:

Date:

Fallan Batchelor *12/28/23*
Fallan R. Batchelor

Exhibits A & B: Scope of Work and Budget Narrative

City of Orange Beach

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

PERSONNEL

Total \$ 7,200

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

Justification

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

FRINGE BENEFITS

Total \$ 2,160

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

Justification

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

TRAVEL-DOMESTIC**Total \$0.00**

No travel expenses are requested.

EQUIPMENT**Total \$0.00**

No equipment expenses are required.

SUPPLIES**Total \$500**

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

Justification

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

CONTRACTUAL**Total \$0.00**

No contractual expenses are requested.

OTHER**Total \$500**

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

Justification

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

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

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

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

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

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

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

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

Specific Award Conditions

Award Number:

NA23NOS4510307

Amendment Number:

O

1) New Award SAC

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

2) Multi-Year Special Award Condition

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

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

3) Cooperative Agreement

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

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

4) Performance Progress Reports

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

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

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

5) Environmental Data / Peer-reviewed Publications

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

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

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

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

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

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

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

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

6) National Environmental Policy Act (NEPA)

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

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



**REGULAR COMMITTEE OF THE WHOLE MEETING
AUGUST 20, 2024**

Departments: Coastal Resources

Description of Topic: Resolution authorizing the execution of a cooperative agreement with the Alabama Department of Environmental Management (ADEM) for the city to provide permitting, regulating, monitoring, and inspection services and be reimbursed in an amount not to exceed \$37,950. (PW)

Background/Description: Renewal of annual agreement.

Action Options/Recommendation:

Source of Funding (if applicable): Reimbursement to Coastal Resources, \$37,950.

ATTACHMENTS:

1. 09-03-24 24-xxx Authorize Cooperative Agreement ADEM
2. FY2025 Orange Beach Contract
3. Orange Beach Scope of Services

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
COOPERATIVE AGREEMENT WITH THE
ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT (ADEM)
FOR THE CITY TO PROVIDE
PERMITTING, REGULATING, MONITORING, AND INSPECTION SERVICES
AND BE REIMBURSED IN AN AMOUNT NOT TO EXCEED \$37,950**

FINDINGS:

1. The City Council for the City of Orange Beach, Alabama, has reviewed the proposed agreement (attached Exhibit A) between the City of Orange Beach and the Alabama Department of Environmental Management (ADEM) whereby the City of Orange Beach shall provide permitting, regulating, monitoring, and inspection services to ADEM for reimbursement in an amount not to exceed \$37,950.
2. Council has determined that the provisions of the proposed agreement for permitting, regulating, monitoring, and inspection services are in the best interests of the City of Orange Beach.
3. The term of this agreement shall be for twelve (12) months commencing October 1, 2024, and ending September 30, 2025.

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

1. That the Council authorizes the Mayor and the City Clerk to execute and attest, respectively, the service contract between the City of Orange Beach and the Alabama Department of Environmental Management as an act for and on behalf of the City of Orange Beach subject to final review by the City Attorney; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 3rd DAY OF SEPTEMBER, 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 September 3, 2024.

City Clerk

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

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

The parties hereto agree as follows:

1. Scope of Services

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

2. Payment

A. The Department agrees to reimburse the Contractor an amount not to exceed \$37,950.00 for the services performed under this Agreement. Unless otherwise specified in the work-plan, mileage, travel and per diem costs will be reimbursed in accordance with state law.

B. The Contractor shall submit invoices in triplicate not more than once per quarter to the Department for actual cost incurred. The final invoice shall be submitted within thirty (30) days of expiration of this Agreement.

C. In the case of non-governmental agencies, prior to the purchase of any items or the execution of any printing contracts under this agreement with a value less than \$1,000.00, one quote or attempt for a quote of outside costs, including but not limited to copying costs and freight terms, must be obtained. For items with a value from \$1,000.00 to \$3,000.00, two such quotes or attempts for quotes must be obtained. For items with a value from \$3,000.00 to \$7,499.00, three such quotes or attempts for quotes must be obtained. The purchase of any items or the execution of any contract shall comply with the Alabama Procurement Law Sections 41-16-50 et. Seq. of the Code of Alabama, as amended.

D. The Contractor agrees to provide \$37,950.00 in nonfederal funds or services on the project, in addition to the amount noted in subparagraph 2A. The contractor shall submit in triplicate statements itemizing the expenditure of those matching funds.

3. Term of Agreement

All work performed under this Agreement shall begin on October 1, 2024, and shall terminate on September 30, 2025. This Agreement is conditioned upon the receipt of sufficient funds from the Alabama Legislature and/or the National Oceanic and Atmospheric Administration and is subject to termination in the event of proration of the fund from which payment under this Agreement is to be made. If the term of this Agreement extends beyond one fiscal year, this Agreement is subject to termination in the event that funds are not appropriated for the continued payment of the contract in subsequent fiscal years. This Agreement may be amended by the mutual written agreement of both parties.

4. Termination of Agreement for Cause

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

5. Termination for Convenience of the Department

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

6. Changes

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

7. Title VI and Equal Employment Opportunity

The Contractor will comply with Title VI of the Civil Rights Act of 1964 (88-352) and all requirements of the U. S. Environmental Protection Agency (hereinafter called "EPA") issued pursuant to that title, to the end that in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this contract.

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

8. Interest of Members of the Department and Others

No officer, member or employee of the Department and no members of the Environmental Management Commission, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercise

any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

9. Assignability

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

10. Findings Confidential

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

11. Acknowledgment

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

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

12. Reproducible Materials

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

13. Officials Not to Benefit

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

14. Copyright

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

15. Audits and Access to Records

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

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

16. Taxes

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

17. Contractor Not Entitled to Merit System Benefits

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

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

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then the conflicting provision in the contract shall be deemed null and void. The contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

19. Alternative Dispute Resolution

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

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

20. Requisite Reviews and Approvals

City of Orange Beach acknowledges and understands that this contract is not effective until it has received all requisite state government approvals and City of Orange Beach shall not begin performing work under this contract until notified to do so by the Alabama

Department of Environmental Management. City of Orange Beach is entitled to no compensation for work performed prior to the effective date of this contract.

21. Immigration Affirmation

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

22. Prohibition against Boycotting by Contractors

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

23. Suspension and Debarment

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

24. No Funds for Lobbying Clause.

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

25. Economic Boycott

"In compliance with Ala. Act No. 2023-409, by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act."

City of Orange Beach

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

By: _____

Tony Kennon, Mayor
City of Orange Beach

By: _____

Lance R. LeFleur
Director

As to Legal Form

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this the _____ day of _____, 2024.

ATTACHMENT A

SCOPE OF SERVICES

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

I. Consistency Reviews

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

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

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

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

II. Building Inspections

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

III. Dune Protection

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

IV. Monitoring (Surveillance)

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

V. Permit Information Center

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

VI. Personnel and Training

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

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

VII. Beach Cleanups

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

VIII. Reporting

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

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

ATTACHMENT B

PERMIT CONDITIONS

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

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



**REGULAR COMMITTEE OF THE WHOLE MEETING
AUGUST 20, 2024**

Departments: Coastal Resources

Description of Topic: Resolution authorizing execution of a professional services agreement with Thompson Engineering, Inc., for survey, modeling, design, and engineering services to complete the Orange Beach Stormwater Master Plan Project. (NW/CP)

Background/Description: See attached recommendation memo and overall score sheet. A Request for Qualifications (RFQ) was sent out for Professional Services including survey, modeling, design, and engineering services to complete the Stormwater Masterplan for the Bear Point area. The RFQ submittal deadline was set for August 2, 2024.

Action Options/Recommendation:

Source of Funding (if applicable): Funding for this project is derived in part from funds received by the Alabama Department of Conservation and Natural Resources under the RESTORE ACT (80%) and the City of Orange Beach (20%). The total project cost is \$312,500.

ATTACHMENTS:

1. 09-03-24 24-xxx Authorize Professional Services Agreement Thompson Engineering Orange Beach Stormwater Master Plan

2. 2024-0802 Orange Beach Stormwater Master Study Project RFQ - Staff Recommendation
3. 2024-0802 Orange Beach Stormwater Master Study Project RFQ - Scoring Results

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH
THOMPSON ENGINEERING, INC.
FOR SURVEY, MODELING, DESIGN, AND ENGINEERING SERVICES TO
COMPLETE THE ORANGE BEACH STORMWATER MASTER PLAN PROJECT**

FINDINGS:

1. The City of Orange Beach solicited qualifications from professional engineering firms for survey, modeling, design, and engineering services to complete the Orange Beach Stormwater Master Plan Project.
2. Request for Qualifications (RFQ) submittals were received and opened on August 2, 2024.
3. The Selection Committee has recommended award of the project to Thompson Engineering, Inc., whose submittal scored the highest based on the criteria set forth in the RFQ.
4. The Agreement authorizes work to be assigned by one or more task orders approved from time to time by the City Council.
5. After having reviewed the agreement (attached Exhibit A), the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.
6. The term of this agreement shall be for twenty-four (24) months from the date of adoption by the Orange Beach City Council.

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

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

ADOPTED THIS 3rd DAY OF SEPTEMBER, 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, which was duly and legally adopted at a regular meeting of the City Council on September 3, 2024.

City Clerk



CITY OF ORANGE BEACH
COASTAL RESOURCES

MEMORANDUM

To: Mayor/Municipal Council
Via: Renee Eberly, City Clerk
C: Ford Handley, City Administrator
From: Nicole Woerner, Coastal Resources Deputy Director
Date: August 15, 2024
Re: **Request for Qualifications- OB Stormwater Masterplan Project**

A Request for Qualifications (RFQ) was sent out for Professional Services including survey, modeling, design, and engineering services to complete the Stormwater Masterplan for the Bear Point area. The RFQ submittal deadline was set for August 2, 2024 and the City received four submittals from the follow firms:

1. Thompson Engineering, Inc.
2. Allen Engineer & Science
3. Engineering Design Technologies
4. Goodwyn, Mills, Cawood

An evaluation committee consisting of Chris Pappas, Phillip West, Tim Tucker, Woody Speed, Nicole Woerner, Adam Roberson, and Jackie McGonigal reviewed and scored the submittals based on the criteria presented in the RFQ. Each individual review of the qualifications from the submittal ranked Thompson Engineering as their top choice, overall scoresheet attached. Therefore, it is our recommendation that the City of Orange Beach enter into an agreement with the top ranked firm, **Thompson Engineering, Inc.**

Project Name: OB Stormwater Master Study Project
8/15/2024

No.	Criteria	Possible Points	Allen Engineering & Science	Engineering Design Technologies	Goodwyn, Mills, Cawood	Thompson Engineering
1	Qualifications and Experience of Management Personnel	15	92	77	78	94
2	Background and Experience on Similar Projects	35	202	184	182	230
3	Commitment and Ability to Meet a Schedule	15	89	82	78	99
4	Understanding the Problem and Method of Approach	35	201	194	163	242
TOTAL POINT VALUE		100	584	537	501	665
RANKING BASED ON POINTS			2	3	4	1



**REGULAR COMMITTEE OF THE WHOLE MEETING
AUGUST 20, 2024**

Departments: Community Development

Description of Topic: Reminder: Public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0801-CU-24, Keel Storage Phase 4 Addition on September 3, 2024.

Background/Description: Lieb Engineering Company, on behalf of FM Holdings LLC, requests **Conditional Use Approval** to construct two mini-warehouse buildings. The property is located at 27103 Canal Road in the General Business (GB) zoning district.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None