



REGULAR COMMITTEE OF THE WHOLE MEETING AGENDA

I. Roll Call

II. Consideration of Previous Minutes

1. Work Session 11/19/2024
2. Regular Council Meeting 11/19/2024
3. Committee of the Whole 11/19/2024

III. Unfinished Business

Miscellaneous

Resolutions

Ordinances

IV. New Business

Miscellaneous

Resolutions

1. Resolution appropriating funds to the Gulf Shores Airport Authority in an amount not to exceed \$75,000 for FY2025. (RE)
2. Resolution authorizing execution of a performance contract with Baldwin County Economic Development Alliance, Inc. (RE)
3. Resolution authorizing execution of a professional services agreement with Socialize Your Bizness, Inc., for social media consulting and marketing services. (RE)
4. Resolution authorizing execution of a professional services agreement with Van Scoyoc Associates for consulting services. (RE)

5. Resolution authorizing execution of a professional services agreement with Bob Riley and Associates, LLC, for lobbying services. (RE)
6. Resolution authorizing execution of a professional services agreement with Chris Litton for various special services. (RE)
7. Resolution to update the list of volunteer firefighters and reserve police officers covered under workers' compensation insurance. (RE)
8. Resolution authorizing payment of up to \$3,000 to the Coastal Alabama Business Chamber for the Annual Electronic Recycling and Paper Shred Event. (NW)
9. Resolution authorizing execution of a second amendment to the grant award agreement with the National Audubon Society for the stewardship of Coastal Alabama beach nesting bird habitat. (NW)
10. Resolution authorizing execution of a second amendment to the implementation agreement with the Alabama Department of Conservation and Natural Resources for the Coastal Alabama Sea Turtle Triage Restoration Project. (NW)
11. Resolution authorizing the execution of amendment four to the subaward grant agreement with the Alabama Department of Conservation and Natural Resources for the RESTORE Act state expenditure plan funded expansion of the Orange Beach Wildlife Rehabilitation and Education Program. (NW)
12. Resolution authorizing the execution of a performance contract with Callie Perez for the bracelet making instruction at the Senior Center. (NA)
13. Resolution authorizing the purchase of Cardiac Monitors/Defibrillators for the Fire Department through the NPPGov purchasing cooperative from ZOLL Medical Corporation in the amount of \$652,164.56. (JS/NB)
14. Resolution authorizing the execution of retainer agreements for outside counsel for the City of Orange Beach for 2025. (JL)
15. Resolution authorizing the execution of a right-of-way franchise agreement with Brightspeed of Southern Alabama, LLC. (JL)
16. Resolution authorizing execution of a medical services agreement with Coastal 3 Holdings, LLC, dba Southern Rapid Healthcare. (JL)
17. Resolution authorizing execution of a medical services agreement with South Baldwin Medical Group, dba Baldwin Health Primary and Urgent Care - Orange Beach. (JL)
18. Resolution appointing members to the Employees' Leave Bank Committee. (VP)
19. Resolution authorizing the sole source purchase of a Lifeguard Tower from Bausch Enterprises, Inc., for the Surf Rescue Division of the Fire Department in an amount not to exceed \$88,810. (JS/BL)

20. Resolution authorizing execution of an agreement with VITALExam, LLC, for comprehensive medical exams for Orange Beach Fire Department personnel. (JS/NB)
21. Resolution declaring certain personal property owned by the City of Orange Beach as surplus and unneeded and authorizing the Mayor and City Clerk to dispose of such property. (RE)

Public Hearings

Ordinances

Executive Session

1. Executive session to discuss potential litigation.

V. Public Comments

VI. Adjourn

**MINUTES OF
ORANGE BEACH CITY COUNCIL
WORK SESSION
NOVEMBER 19, 2024 – 11:00 A.M.
COASTAL ARTS CENTER**

The Orange Beach City Council met on October 30, 2024, at 11:34 A.M. with Mayor Tony Kennon presiding.

The following members were present:

Councilmember Jeff Silvers
Councilmember Jerry Johnson
Councilmember Annette Mitchell
Councilmember Jeff Boyd
Mayor Tony Kennon – Arrived at 12:08 P.M.

The following members were absent:

Councilmember Joni Blalock

The following items were discussed:

1. HR hiring update.
2. Staffing update.
3. Community Development Department update.
 - a. Personnel.

Mayor Kennon arrived at 12:08 P.M.

- b. Construction noise regulations.
 - c. Sidewalk requirements on Perdido Beach Boulevard.
 - d. Ongoing development projects.
 - e. Fencing regulations.
 - f. Sign regulations.
4. Proposal by Dr. Francez, cardiologist, for employee scans.
5. Orange Beach Mako Cheerleaders 4A State Championship.
6. Annexation request by Tyler Goodwin, Richard and Maury Cobb.
7. Possible deannexation of land.
8. Performing Arts Center rental request.
9. Potential purchase of real property.
10. Southern Rapid Care employee healthcare contract.
11. Work session scheduled for December 17, 2024, at 2:00 P.M.
12. Scheduling of a joint work session with the Orange Beach City School Board.

There being no further business, the meeting adjourned.

Time: 4:03 P.M.

APPROVED this 17th day of December, 2024.

Renee Eberly
City Clerk

**MINUTES OF
REGULAR COUNCIL MEETING
ORANGE BEACH CITY COUNCIL
NOVEMBER 19, 2024 – 5:00 P.M.
CITY HALL – COUNCIL CHAMBERS**

- I. CALL TO ORDER** Mayor Tony Kennon called the meeting to order at 4:59 P.M.
- II. INVOCATION** Pastor Barry Britt, Oasis Church at the Wharf
- III. PLEDGE OF ALLEGIANCE** Hayes Wheat, Expect Excellence Intern
- IV. ROLL CALL**

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

Absent: Councilmember Joni Blalock

V. CONSIDERATION OF AGENDA

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

VI. CONSIDERATION OF PREVIOUS MINUTES

Work Session	10/15/2024
Solid Waste Authority Meeting	10/15/2024
Regular Council Meeting	10/15/2024
Committee of the Whole	10/15/2024
Work Session	10/30/2024

The reading was waived and minutes were approved as written.

VII. REPORTS OF OFFICERS/COMMITTEES

- | | |
|---|------------|
| 1. <u>City Administrator – Ford Handley</u> | No report. |
| 2. <u>Director, Public Works – Tim Tucker</u> | No report. |
| 3. <u>Director, Community Development – Adam Roberson</u> | No report. |
| 4. <u>Chief, Police Department – Steve Brown</u> | No report. |
| 5. <u>Chief, Fire Department – Jeff Smith</u> | No report. |
| 6. <u>City Clerk – Renee Eberly</u> | No report. |
| 7. <u>Director, Finance – Ford Handley</u> | No report. |
| 8. <u>Parks & Recreation – Nicole Ard</u> | No report. |
| 9. <u>Director, Utilities – Jeff Hartley</u> | No report. |
| 10. <u>Director, Coastal Resources – Phillip West</u> | No report. |
| 11. <u>Librarian, Public Library – Meagan Bing</u> | No report. |
| 12. <u>Director, Municipal Court – Pam Davis</u> | No report. |
| 13. <u>Director, Expect Excellence – Ford Handley</u> | No report. |

14. Mayor/Council

Councilmember Jerry Johnson announced that the Orange Beach Mako Cheerleaders have won the 2024 4A State Championship. There will be a community celebration at the Performing Arts Center on Thursday, November 21, 2024, at 9:00 A.M.

VIII. AUDITING OF ACCOUNTS

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

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; Boyd, aye; Kennon, aye. **Motion passed. (4-0-1).**

IX. PRESENTATIONS

X. RECOGNITIONS

XI. UNFINISHED BUSINESS

Ordinances

1. Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0901-PUDA-24, Fish Camp Landing PUD, Updated Marina Plan. **Motion made (Johnson/Silvers) to adopt the ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Boyd, aye; Kennon, aye. **Motion passed. (5-0).**
2. Second Reading – Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 1101-PUDA-24, Saltwater Cottages PUD, POA Sidewalk. **Motion made (Silvers/Johnson) to adopt the ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Boyd, aye; Kennon, aye. **Motion passed. (5-0).**

XII. NEW BUSINESS

Miscellaneous

1. Approval of a Special Events Retail Liquor License Application by Bottles Up Mobile, Inc, for the "Baldwin EMC Christmas Party" event to be held December 7, 2024, at the Orange Beach Event Center, 4671 Wharf Parkway West. **Motion made (Silvers/Mitchell) to approve the liquor license.** Vote unanimous in favor. **Motion passed.**

Resolutions

1. Resolution providing for tax exemption on hearing instruments effective December 1, 2024, to September 30, 2029. **Motion made (Mitchell/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
2. Resolution extending the entertainment district at SanRoc Cay Marina / Perdido Beach Resort. **Motion made (Silvers/Boyd) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
3. Resolution extending the entertainment district at The Wharf. **Motion made (Mitchell/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
4. Resolution approving the Fiscal Year 2025 Budget for the City of Orange Beach, including the transfer of special revenue funds to general fund for special revenue fund projects. **Motion made (Boyd/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

5. Resolution authorizing an additional one-time payment to city employees for future services. **Motion made (Mitchell/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
6. Resolution authorizing execution of amendments to the enrollment agreement with Blue Cross Blue Shield of Alabama to renew the employee health plan. **Motion made (Johnson/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
7. Resolution declaring six in-car cameras owned by the City of Orange Beach as surplus and unneeded and authorizing the donation of said property to the Town of Elberta. **Motion made (Silvers/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
8. Resolution declaring a stationary bike owned by the City of Orange Beach surplus and unneeded and authorizing the donation of said property to the Orange Beach Board of Education. **Motion made (Mitchell/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
9. Resolution authorizing execution of a task order with GeoCon Engineering & Materials Testing, Inc., to provide geotechnical testing and engineering services for Pickleball Courts in an amount not to exceed \$6,555. **Motion made (Boyd/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
10. Resolution authorizing execution of a task order with GeoCon Engineering & Materials Testing, Inc., to provide geotechnical testing and engineering services for a First Responder Safe Room in an amount not to exceed \$3,810. **Motion made (Silvers/Mitchell) 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 Shooting Range Additions in an amount not to exceed \$3,810. **Motion made (Johnson/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
12. Resolution authorizing execution of a task order with GeoCon Engineering & Materials Testing, Inc., to provide geotechnical testing and engineering services for a Veterans Memorial in an amount not to exceed \$3,810. **Motion made (Silvers/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
13. Resolution accepting a proposal from ThreatAdvice Security Services, LLC, to connect the Police Department Modular Offices to the fiber network in the amount of \$9,533.33. **Motion made (Johnson/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
14. Resolution authorizing the purchase of stop loss insurance for the City of Orange Beach, FY2025. **Motion made (Silvers/Boyd) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
15. Resolution authorizing execution of a software subscription agreement with Codex Corp, dba Guardian RFID, for inmate records management. **Motion made (Mitchell/Boyd) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

Ordinances

1. First Reading – Ordinance approving the petition for annexation of property into the City of Orange Beach, Alabama, by Holmes Family LLC. **Motion made (Silvers/Boyd) for unanimous consent to suspend the rules to allow for immediate consideration of this ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Boyd, aye;

Kennon, aye. **Motion passed. (5-0). Motion made (Mitchell/Boyd) to adopt the ordinance.**
Roll call vote revealed: Silvers, nay; Johnson, nay; Mitchell, nay; Boyd, nay; Kennon, nay.
Motion failed. (0-5).

XIII. PUBLIC COMMENTS

None

XIV. ADJOURN

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

Time: 5:14 P.M.

APPROVED this the 17th day of December, 2024.

Renee Eberly
City Clerk

**MINUTES OF
COMMITTEE OF THE WHOLE MEETING
ORANGE BEACH CITY COUNCIL
NOVEMBER 19, 2024 – 5:14 P.M.
CITY HALL – COUNCIL CHAMBERS**

The Orange Beach City Council met to review potential items for the December 3, 2024, agenda.

The following members were present:

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

The following members were absent:

Councilmember Joni Blalock

The following items were discussed:

1. Resolution authorizing the City to host community events for the benefit of citizens and visitors of the City of Orange Beach during 2025.
2. Resolution authorizing execution of a professional services agreement with Lauren McCaghren for dance instruction for "Shrek the Musical".
3. Resolution authorizing execution of an amendment to the professional services agreement with EnCompass360, Inc., for grant writing.
4. Resolution awarding the Request for Proposals for program administration services for the First Responders Safe Room project to EnCompass360, Inc.
5. Resolution authorizing the purchase of a Farm Tractor for the Coastal Resources Department through Sourcewell from Parish Tractor Company, LLC, in the amount of \$108,812.10.
6. Resolution authorizing execution of a right-of-way franchise agreement with MCImetro Access Transmission Services, LLC.
7. Resolution authorizing the renewal of a right-of-way franchise agreement with Mediacom Southeast, LLC.
8. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance , Case No. 1104-PUD-24, Roscoe Road Townhouses PUD. Public hearing set for January 7, 2025, at 5:00 P.M.
9. Reminder: Public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 1005-PUD-24, Saltwater Cottages II PUD on December 3, 2024, at 3:00 P.M.

Public Comments:

None

There being no further business, the meeting adjourned.

Time: 5:17 P.M.

APPROVED this 17th day of December, 2024.

Renee Eberly
City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 3, 2024**

Departments: City Clerk

Description of Topic: Resolution appropriating funds to the Gulf Shores Airport Authority in an amount not to exceed \$75,000 for FY2025. (RE)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-17-24 24-xxx Appropriate Funds JKA Airport Authority

RESOLUTION NO. 24-xxx

**A RESOLUTION APPROPRIATING FUNDS TO THE
GULF SHORES AIRPORT AUTHORITY
IN AN AMOUNT NOT TO EXCEED \$75,000 FOR FY2025**

FINDINGS:

1. On May 3, 2016, the Orange Beach City Council adopted Resolution No. 16-082 authorizing the Mayor to execute a performance contract with the Airport Authority of the City of Gulf Shores.
2. On February 21, 2017, Orange Beach City Council adopted Resolution No. 17-055 amending the performance contract to state that, “the City shall make an annual lump sum payment in the amount of Thirty-Five Thousand Dollars (\$35,000.00), or such other amount as may from time to time be approved by the Orange Beach City Council, on or before March 1st of every year. All such funds shall be maintained by the Authority and designated “Orange Beach Marketing Fund,” and shall be used solely for the purposes set forth in this contract.”
3. The Orange Beach City Council supports the expansion of services at the Jack Edwards National Airport, and would like to increase the contribution for Fiscal Year 2025 from \$35,000 to \$75,000.
4. City Council has determined that financially supporting the expansion of services at the Jack Edwards National Airport serves a public purpose for the City of Orange Beach.

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

1. That Council appropriates a sum not to exceed Seventy-Five Thousand Dollars (\$75,000.00) to the Gulf Shores Airport Authority for FY2025 to be designated “Orange Beach Marketing Fund” to be used solely for the purposes set forth in the performance contract authorized through Resolutions No. 16-082 and 17-055; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 17th DAY OF DECEMBER, 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 December 17, 2024.

City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 3, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a performance contract with Baldwin County Economic Development Alliance, Inc. (RE)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-17-24 24-xxx Authorize Performance Contract Baldwin County Economic Development Alliance BCEDA
2. 2024.11.14 Performance Contract Economic Development Alliance BCEDA

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
PERFORMANCE CONTRACT WITH
BALDWIN COUNTY ECONOMIC DEVELOPMENT ALLIANCE, INC.**

FINDINGS:

1. The City Council for the City of Orange Beach, Alabama, has reviewed the performance of Baldwin County Economic Development Alliance, Inc., as the regional development agency.
2. The City Council desires to support the goals and initiatives of the Baldwin Economic Development Alliance, Inc.
3. The term of this agreement shall be for twelve (12) months commencing January 1, 2025, and ending December 31, 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 City Clerk to execute and attest, respectively, the agreement (attached Exhibit A) in substantially the form and of substantially the content now before the Council between the City of Orange Beach and Baldwin County Economic Development Alliance, 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 17th DAY OF DECEMBER, 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 December 17, 2024.

City Clerk

STATE OF ALABAMA

COUNTY OF BALDWIN

PERFORMANCE CONTRACT

THIS PERFORMANCE CONTRACT (hereinafter “Agreement”) is made and entered into by and between the City of Orange Beach, an Alabama Municipal Corporation (hereinafter “City”) and the Baldwin County Economic Development Alliance, Inc., a 501(c)(6) non-profit corporation (hereinafter “Alliance”).

WHEREAS, the City has determined that the welfare of the City’s citizens requires a healthy, diverse economy, new capital investment, and job opportunities;

WHEREAS, the Alliance serves as the regional economic development agency covering Baldwin County and all municipalities within, with the goal of creating jobs, recruiting capital investment, and retaining existing business;

WHEREAS, the Alliance works to promote and market Baldwin County and specifically utilizes the relationship with the City of Orange Beach staff and officials to recruit new companies into the region and to assist existing business with expansion needs; and

NOW THEREFORE,

WITNESSETH:

The City expresses its support for the goals and initiatives of the Alliance, and the City and Alliance, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant and agree as follows:

1. The term of this agreement shall begin upon the execution hereof and remain in full force for the calendar year of 2025.
2. The City agrees to invest \$12,500 in the Alliance for one year.
3. In response to the investment, the Alliance shall:
 - a. Provide and administer economic development services benefitting the City;
 - b. Endeavor to attract and promote new and expanding business prospects within Baldwin County, Alabama;
 - c. Create jobs and employment opportunities for citizens; and
 - d. Provided research and data as needed while marketing the region to prospects.
4. Notwithstanding any of the provisions of this contract, it is understood and agreed that the City has no financial interest in the business of the Alliance and shall not be liable for any debts or obligations incurred by the Alliance, nor shall the City be deemed or construed to be a partner, joint venture, or otherwise interested in the assets of the Alliance, or profits earned or derived by the Alliance, nor shall the Alliance at any time or times use the name or credit of the City in purchasing, or attempting to purchase equipment, supplies, or other things whatsoever.

5. The Alliance, in the performance of its duties, responsibilities, and obligations hereunder, shall not be deemed to be an agent of the City, but shall take all steps at its own expense, as the City may from time to time request, to indicate and assure that it is an independent contractor. The City does not, and will not, assume any responsibility for the means which, or manner in which, services by the Alliance, provided for herein, are performed, but on the contrary, the Alliance shall be wholly responsible therefore.
6. The Alliance shall not transfer or assign this Contract or any of the rights or privileges granted herein without the prior written consent of the City, the Alliance shall comply strictly with all the laws of Baldwin County, Alabama, the State of Alabama, the United States of America, and all the rules and regulations of all applicable agencies thereof.

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

CITY OF ORANGE BEACH, A Municipal Corporation

By: _____
Anthony T. Kennon, Mayor

ATTEST:

Renee Eberly, City Clerk

BALDWIN COUNTY ECONOMIC DEVELOPMENT
ALLIANCE, INC.

By: _____
Lee Lawson, President and CEO



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 3, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a professional services agreement with Socialize Your Bizness, Inc., for social media consulting and marketing services. (RE)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-17-24 24-xxx Authorize Professional Services Agreement Socialize Your Bizness Social Media
2. 2024.11.14 Professional Services Agreement Socialize Your Bizness Social Media

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH
SOCIALIZE YOUR BIZNESS, INC., FOR
SOCIAL MEDIA CONSULTING AND MARKETING SERVICES**

FINDINGS:

1. The City Council for the City of Orange Beach, Alabama, has reviewed the performance of Socialize Your Bizness, Inc., for social media consulting and marketing services.
2. After having reviewed the agreement (attached Exhibit A), the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.
3. The term of this agreement shall be for twelve (12) months commencing January 1, 2025, and ending December 31, 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 City Clerk to execute and attest, respectively, the agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and Socialize Your Bizness, Inc., as an act for and on behalf of the City of Orange Beach subject to final approval by the City Attorney; and
2. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 17th DAY OF DECEMBER, 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 December 17, 2024.

City Clerk

PROFESSIONAL SERVICES CONTRACT

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

1. Recitals.

WHEREAS, Contractor is a consulting firm that provides social media strategies for digital marketing;

WHEREAS, the City desires to engage Contractor to provide said services upon the following terms and conditions;

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

2. Scope of Services.

Contractor will provide 20-30 hours per month for the following services:

- (a) General Social Media strategy and marketing consulting;
- (b) Social Media updates or creation, management and daily responsibility;
- (c) Facebook and Twitter pages;
- (d) Development and execution of a social content strategy. Any special events or product announcements will be incorporated per City request;
- (e) Management of posting, posting at least 1-2 times per day;
- (f) Cross promotion with industry related community projects, businesses, centers, activities, events, etc., upon request;
- (g) Responding and engaging with fans and followers to build relationships;
- (h) Reputation management, including approved responses to unfavorable community reviews;
- (i) Content writing as needed in the way of press releases, community flyers, notices and announcements;
- (j) Two (2) live videos per month;
- (k) Attendance at select City events, as needed.

3. Compensation.

Contract will be paid on a monthly retainer of \$1,800.00 for the services provided pursuant to this Agreement. Payments will be made upon receipt of an invoice from Contractor detailing work performed and hours worked.

4. Term.

The term of this Agreement is twelve (12) months commencing January 1, 2025, and ending December 31, 2025, unless terminated earlier in accordance with paragraph 9. This Agreement may be renewed by resolution adopted the City Council.

5. Independent Contractor.

Notwithstanding any of the provisions of this Agreement, it is agreed that City has no financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venturer or otherwise

interested in the assets of Contractor, or in the sums earned or derived by Contractor, nor shall Contractor at any time or times use the name or credit of City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.

Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefor.

6. Assignment.

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

7. Indemnity.

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

8. Compliance with Law.

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

9. Termination.

This Agreement may be terminated by either party for any reason upon thirty (30) days notice of the intent to terminate. Upon termination, Contractor shall be paid pro rata for all services actually rendered up to the effective date of termination.

10. Final Agreement.

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

11. Modifications.

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

12. Severability.

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

13. Law Governing.

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

14. Permits, etc.

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

15. Confidentiality.

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

16. Notices.

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

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

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

And to Contractor
Socialize Your Bizness
30365 Ono North Loop W
Orange Beach, Alabama 36561

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

CITY OF ORANGE BEACH
An Alabama Municipal Corporation

By: _____
Tony Kennon, Mayor

ATTEST:

Renee Eberly, City Clerk

SOCIALIZE YOUR BIZNESS, INC.
An Alabama Corporation

By: _____
Cindy Ross, Owner

STATE OF ALABAMA
COUNTY OF BALDWIN

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

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

(SEAL)

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

STATE OF ALABAMA

COUNTY OF _____

I, the undersigned Notary Public, in and for said county in said state, hereby certify that Cindy Ross, whose name as Owner of Socialize Your Bizness, Inc., an Alabama corporation, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing agreement, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

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

(SEAL)

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



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 3, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a professional services agreement with Van Scoyoc Associates for consulting services. (RE)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-17-24 24-xxx Authorize Professional Services Agreement Van Scoyoc Associates Consultant
2. 2024.11.14 Professional Services Agreement Van Scoyoc Associates

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH
VAN SCOYOC ASSOCIATES FOR CONSULTING SERVICES**

FINDINGS:

1. The City Council for the City of Orange Beach, Alabama, has reviewed the performance of Van Scoyoc Associates as consultants and advisors with regard to various federal agencies and legislative issues.
2. After having reviewed such performance, the City Council has determined that the continuing services of Van Scoyoc Associates are in the best interests of the City of Orange Beach, Alabama.
3. The term of this agreement shall be for twelve (12) months commencing January 1, 2025, and ending December 31, 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 City Clerk to execute and attest, respectively, the agreement (attached Exhibit A) in substantially the form and of substantially the content now before the Council between the City of Orange Beach and Van Scoyoc Associates as an act for and on behalf of the City of Orange Beach subject to final approval by the City Attorney; and
2. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 17th DAY OF DECEMBER, 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 December 17, 2024.

City Clerk

PROFESSIONAL SERVICES CONTRACT

This Agreement is made and entered into by and between the City of Orange Beach, a Class 8 Alabama municipal corporation (hereinafter the "City") and Van Scoyoc Associates, a corporation duly formed and existing under the laws of the District of Columbia (hereinafter the "Contractor"), as follows:

1. Recitals.

WHEREAS, the City desires to engage Contractor to provide representation and public affairs support concerning various federal legislative issues;

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

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

2. Retainer.

The City hereby retains Contractor as consultants and advisors with regard to various federal legislative issues.

3. Consulting Services to be Performed.

Contractor undertakes to monitor and evaluate various federal legislative issues and to advise the City on the components of an agency and legislative plan and the appropriate strategy necessary to achieve the goals of such a plan.

Contractor will perform such other services with regard to federal legislative issues as are mutually agreed to between the Contractor and the City.

4. Compensation.

As full and total compensation for the services to be provided pursuant to this Agreement, Contractor shall be paid the sum of \$6,000.00 per month, plus actual and reasonable expenses. For the purposes of this Agreement, reasonable expenses include charges for telephone, fax and transportation expenses actually incurred in the performance of services under this Agreement and directly attributable thereto. The City represents and warrants that these payments shall not be made with federally appropriated funds.

Contractor agrees to abide by the City's established travel policies, and agrees that any long distance travel and entertainment must be approved in advance by the City Administrator.

Contractor shall be paid monthly, in advance, upon the City's receipt of a properly documented invoice.

5. Term.

The term of this Agreement is twelve (12) months commencing January 1, 2025, and ending December 31, 2025.

6. Independent Contractor.

Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of Contractor and shall not be liable for any debts or obligations

incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor.

Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense as City may from time to time request to indicate that it is an independent Contractor. City does not, and will not, assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed but, on the contrary, Contractor shall be wholly responsible therefor.

7. Insurance.

For the term of this Agreement, the Contractor shall acquire and maintain in full force and affect the policy of insurance evidenced by the certificate of insurance attached hereto, with the City being named as an additional insured.

Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall be given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

8. Assignment.

Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this

Agreement or any of the rights or privileges granted herein without the prior written consent of City; which consent shall be granted or denied solely at City's discretion.

9. Compliance with Law.

Contractor hereby agrees to comply strictly with all the laws of the State of Alabama and of the United States, and the laws and ordinances of any other jurisdiction in which contractor may perform any work pursuant to this Agreement. It is understood that Contractor will be required to register on behalf of the City under the terms of the Lobbying Disclosure Act of 1995, as amended (2 USC §1601 et seq.) and any subsequent laws or regulations.

10. Termination.

Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City may, at its option, terminate and cancel this Agreement and have no further obligation to Contractor.

This Agreement may also be terminated by either party for any reason upon thirty (30) days notice of the intent to terminate. Upon termination, Contractor shall be paid pro rata for all services actually rendered up to the effective date of termination.

11. Final Agreement.

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

12. Modifications.

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

13. Severability.

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

14. Law Governing.

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

15. Permits, etc.

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

16. Notices.

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

City of Orange Beach
City Clerk
Post Office Box 458
Orange Beach, AL 36561

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

And to Contractor: Van Scoyoc Associates, Inc.
800 Maine Avenue, SW, Suite 800
Washington, DC 20024
Attn: Brian Robinson, General Counsel

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

CITY OF ORANGE BEACH

By: _____
Tony Kennon, Mayor

ATTEST:

Renee Eberly, City Clerk

VAN SCOYOC ASSOCIATES, INC.

By: _____
H. Stewart Van Scoyoc
Chairman, Founder, and CEO

STATE OF ALABAMA

COUNTY OF BALDWIN

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

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

(SEAL)

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

STATE OF ALABAMA

COUNTY OF _____

I, the undersigned Notary Public, in and for said county in said state, hereby certify that H. Stewart Van Scoyoc, whose name as Chairman, Founder, and CEO of Van Scoyoc Associates, Inc., a corporation duly formed and existing under the laws of the District of Columbia, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing agreement, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

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

(SEAL)

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



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 3, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a professional services agreement with Bob Riley and Associates, LLC, for lobbying services. (RE)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-17-24 24-xxx Authorize Professional Services Agreement Bob Riley Associates Lobbyist
2. 2024.11.14 Professional Services Agreement Bob Riley Associates

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH
BOB RILEY AND ASSOCIATES, LLC, FOR LOBBYING SERVICES**

FINDINGS:

1. The City Council for the City of Orange Beach, Alabama, has reviewed the performance of Bob Riley and Associates, LLC, as lobbyist for the City.
2. The City Council desires to utilize the services of Bob Riley and Associates, LLC, to provide the City with direct representation and public affairs support services, to include lobbying during the regular and special legislative sessions and support at the state level.
3. The term of this agreement shall be for twelve (12) months commencing January 1, 2025, and ending December 31, 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 City Clerk to execute and attest, respectively, the agreement (attached Exhibit A) in substantially the form and of substantially the content now before the Council between the City of Orange Beach and Bob Riley and Associates, LLC, as an act for and on behalf of the City of Orange Beach subject to final approval by the City Attorney; and
2. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 17th DAY OF DECEMBER, 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 December 17, 2024.

City Clerk

PROFESSIONAL SERVICES CONTRACT

This Agreement is made and entered into by and between the City of Orange Beach, an Alabama municipal corporation (the “City”) and Bob Riley and Associates, LLC, an Alabama Limited Liability Corporation (sometimes hereinafter “Contractor”), as follows:

1. Recitals.

WHEREAS, Contractor is a consulting firm that employs one or more registered lobbyists to provide representation and public affairs support concerning legislative matters of interest to the City;

WHEREAS, Contractor also provides general consulting services for projects and issues outside Montgomery;

WHEREAS, the City desires to engage Contractor to provide said services upon the following terms and conditions;

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

2. Scope of Services.

Contractor will provide lobbyists, direct representation and public affairs support services concerning legislative issues, more particularly described below. Contractor will use its best efforts in representing City and:

Lobbying and Direct Representation

- (a) Work with the Mayor and Council to identify issues of importance to City that are impacted by state government and assist in the favorable resolution of such issues;
- (b) Support the Mayor and Council as they work to meet the infrastructure needs of the community to allow for continued smart growth and development including, interaction with state agencies such as the Departments of Transportation, Environmental Management, Conservation and Natural Resources and others;
- (c) Provide an enhanced presence at the Alabama Department of Transportation to focus attention on key transportation needs and issues including the widening of Canal Road, developing a southern alternative evacuation route, extending the Foley Beach Express to I-10 and ultimately to I-65 and building a second bridge off the island;
- (d) Assist in coordinating meetings and events in Baldwin County to target members of the legislative leadership and members of key legislative committees to highlight the opportunities for growth and development of the community and its positive impact on the state of Alabama;
- (e) Provide a point of contact between the Mayor and Council and the local legislative delegation, and work to develop and enhance those relationships to further the City’s interests;
- (f) Monitor and provide lobbying services on any legislative issues of importance to the city including local legislation and matters of statewide impact; read and analyze first readings in the House and the Senate throughout the sessions; represent the city on any matters of concern and interest before the legislature;
- (g) Coordinate with the City’s Washington lobbyist on federal issues.

General Consulting / Public Affairs

- (h) Work with the Mayor and Council to implement a communications plan including op-eds, letters to the editor, editorial board briefings and other elements to gain earned media support for the city of Orange Beach in order to support the continued growth and development of the community. These activities will be designed to support the Mayor and Council with key state policy makers and the public, thereby enhancing the community's interaction and efforts at the state level.

3. Warranties and Representations.

Contractor warrants and represents that:

- (a) Contractor and all of its agents and employees will abide by all laws relating to the activities to be performed under this agreement, including where applicable, registration with the Alabama Ethics Commission;
- (b) Contractor will promptly report to City any complaints or investigations initiated by the Alabama Ethics Commission or other regulatory body;
- (c) Contractor will disclose in writing to Mayor and City Administrator any conflict of interest should the same arise during the term of this contract, and advise how Contractor proposes to handle such conflict;

4. Compensation.

As full and total compensation for the services to be provided pursuant to this agreement, Contractor shall be paid \$10,000.00 monthly, plus actual and reasonable expenses. Said payments shall be made upon receipt of an Invoice from Contractor. All out of state travel must be approved in advance by the Mayor.

5. Term.

The term of this agreement shall commence on January 1, 2025, and end on December 31, 2025, unless terminated earlier in accordance with paragraph 10. This agreement may be renewed annually by resolution adopted by the City Council.

6. Independent Contractor.

Notwithstanding any of the provisions of this Agreement, it is agreed that City has no financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor, nor shall Contractor at any time or times use the name or credit of City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.

Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefor.

7. Insurance.

For the term of this Agreement, the Contractor shall acquire and maintain in full force and effect insurance naming the City as an additional insured, as reflected in the Certificate of Insurance attached hereto as Exhibit "A".

8. Assignment.

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

9. Compliance with Law.

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

10. Termination.

This agreement may be terminated by either party for any reason upon sixty (60) days notice of the intent to terminate. Upon termination, Contractor shall be paid pro rata for all services actually rendered up to the effective date of termination.

11. Final Agreement.

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

12. Modifications.

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

13. Severability.

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

14. Law Governing.

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

15. Permits, etc.

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

16. Notices.

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

City of Orange Beach:

City Clerk
Post Office Box 458
Orange Beach, Alabama 36561

With Required Copy to:

City Attorney
Post Office Box 458
Orange Beach, Alabama 36561

And to Contractor:

Bob Riley and Associates, LLC
3530 Independence Drive
Birmingham, Alabama 35209

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

CITY OF ORANGE BEACH,
An Alabama Municipal Corporation

By: _____
Tony Kennon, Mayor

ATTEST:

Renee Eberly, City Clerk

BOB RILEY AND ASSOCIATES, LLC

By: _____
Robert R. Riley, Owner

STATE OF ALABAMA

COUNTY OF BALDWIN

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

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

(SEAL)

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

STATE OF ALABAMA

COUNTY OF _____

I, the undersigned Notary Public, in and for said county in said state, hereby certify that Robert R. Riley, whose name as Owner of Bob Riley and Associates, Inc., a limited liability corporation, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing agreement, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

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

(SEAL)

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



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 3, 2024**

Departments: City Clerk

Description of Topic:

Resolution authorizing execution of a professional services agreement with Chris Litton for various special services. (RE)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-17-24 24-xxx Authorize Professional Services Agreement Chris Litton
2. 2024.11.14 Professional Services Agreement Chris Litton

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH
CHRIS LITTON FOR VARIOUS SPECIAL SERVICES**

FINDINGS:

1. The City of Orange Beach has reached an agreement (attached Exhibit A) with Chris Litton, an individual, whereby Chris Litton will provide special services including but not limited to audio production, firearms training and youth shooting sports organization and management, disaster recovery management, and veterans programs management.
2. After having reviewed the agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.
3. The term of this agreement shall be for twelve (12) months commencing January 1, 2025, and ending December 31, 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 City Clerk to execute and attest, respectively, the agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and Chris Litton as an act for and on behalf of the City of Orange Beach subject to final approval by the City Attorney; and
2. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 17th DAY OF DECEMBER, 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 December 17, 2024.

City Clerk

PROFESSIONAL SERVICES CONTRACT

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

1. Recitals.

WHEREAS, the City desires to engage Contractor to provide special services and specialized organizational services due to contractors experience and certifications including, but not limited to audio production, firearms training and youth shooting sports organization and management, disaster recovery management, veterans programs management;

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

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

2. Consulting Services to be Performed.

- a) Contractor will perform such services with regard to the City's special events, performances, shooting and firearm classes, possibly emergency management skills and general support of city activities as needed, based on many years of experience and institutional knowledge.

3. Compensation.

- a) As full and total compensation for the services to be provided pursuant to this Agreement, Contractor shall be paid \$40 / hour, plus pre-approved expenses incurred as part of Contractor's performance of this contract, in accordance with City policies.
- b) Contractor agrees to abide by the City's established policies, and agrees that any travel and expenses must be approved in advance by the City.
- c) Contractor shall be paid per invoice following city activities and events, upon the City's receipt of a properly documented invoice for specialized services performed. All estimated hours and expenses shall be pre-approved in planning for city events and activities.

4. Term.

The term of this Agreement is twelve (12) months commencing January 1, 2025, and ending December 31, 2025.

5. Independent Contractor.

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

6. Insurance.

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

7. Assignment.

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

8. Compliance with Law.

Contractor hereby agrees to comply strictly with all the laws of the State of Alabama and of the United States, and the laws and ordinances of any other jurisdiction in which contractor may perform any work pursuant to this Agreement. Contractor further agrees to comply with all rules, regulations, policies, and City ordinances that apply to sporting or other activities at City properties and facilities.

9. Termination.

This Agreement may be terminated by either party for any reason upon thirty (30) days notice of the intent to terminate. Upon termination, Contractor shall be paid *pro rata* for all services actually rendered up to the effective date of termination. This Agreement may be terminated immediately by the City upon failure of the required background check or drug testing, as set out in paragraph 16, below.

10. Final Agreement.

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

11. Modifications.

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

12. Severability.

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

13. Law Governing.

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

14. Permits, etc.

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

15. Background Check and Drug Testing.

Contractor consents to the City of Orange Beach to conduct a background check and drug testing in order for Contractor to provide coaching services as set out herein. Contractor shall provide all required information to the City in order to conduct the background check and drug testing including, but not limited to, full name (maiden name), physical address, date of birth, social security number, driver's license state and number.

16. Notices.

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

City of Orange Beach
City Clerk
Post Office Box 458
Orange Beach, AL 36561
And to Contractor:

Copy to:
City Attorney
P.O. Box 458
Orange Beach, AL 36561
Chris Litton
P.O. Box 441
Gulf Shores, AL 36542

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

CITY OF ORANGE BEACH

By: _____
Tony Kennon
Mayor

ATTEST:

Renee Eberly, City Clerk

Chris Litton, an Individual

[ACKNOWLEDGEMENTS ON FOLLOWING PAGE]

STATE OF ALABAMA
COUNTY OF BALDWIN

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

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

(SEAL)

Notary Public
State of Alabama
My Commission Expires: _____

STATE OF ALABAMA
COUNTY OF BALDWIN

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

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

(SEAL)

Notary Public
State of Alabama
My Commission Expires: _____



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 3, 2024**

Departments: City Clerk

Description of Topic: Resolution to update the list of volunteer firefighters and reserve police officers covered under workers' compensation insurance. (RE)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-17-24 24-xxx Workers Comp Update Fire Police

RESOLUTION NO. 24-xxx

**A RESOLUTION TO UPDATE THE LIST OF
VOLUNTEER FIREFIGHTERS AND RESERVE POLICE OFFICERS
COVERED UNDER WORKERS' COMPENSATION INSURANCE**

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

1. That the following listed reserve police officers are hereby covered by the City's workers' compensation insurance when said individuals are on duty as police personnel:

Alexander Bischoff
Douglas Malcolm Cole
Khyle Douglas Jackson
Kevin Lanford
Shawn Lambert Temple
Terry Lynn Waldrop

The following are city employees who serve as reserve police officers:

Michael Henry Norris	Police Department, Jailer
Matthew Tyler Malone	Finance Department

The following are reserve auxiliary police officers who do not carry a weapon:

Norman Robert Matzl
Bruce David McNelly

2. That the City of Orange Beach currently does not have volunteer firefighters to be covered by workers' compensation insurance;
3. That these lists will be updated annually by a vote of the City Council; and
4. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 17th DAY OF DECEMBER, 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 December 17, 2024.

City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 3, 2024**

Departments: Coastal Resources

Description of Topic: Resolution authorizing payment of up to \$3,000 to the Coastal Alabama Business Chamber for the Annual Electronic Recycling and Paper Shred Event. (NW)

Background/Description: The Annual Electronic Recycling and Paper Shred Event is scheduled for Saturday, January 11, 2025, at the Gulf State Park Pavilion from 8:00 a.m. to noon, rain or shine.

Action Options/Recommendation:

Source of Funding (if applicable): This is budgeted and once paid, the actual amount will be used toward matching funds for the ADEM319 grant.

ATTACHMENTS:

1. 12-17-24 24-xxx Authorize Payment Coastal Alabama Business Chamber Recycling Shred Event

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING PAYMENT OF UP TO \$3,000 TO THE
COASTAL ALABAMA BUSINESS CHAMBER FOR THE
ANNUAL ELECTRONIC RECYCLING AND PAPER SHRED EVENT**

FINDINGS:

1. The Annual Electronic Recycling and Paper Shred Event began in 2010.
2. The City of Orange Beach began making monetary contributions to the event in 2015 to allow residents to drop off TVs and computer monitors free of charge.
3. It is in the public's best interest for the City to support recycling efforts that help conserve resources and natural materials in a safe and correct manner.
4. The City of Orange Beach would like to continue to partner with the Coastal Alabama Business Chamber to support this event.
5. The next Annual Electronic Recycling and Paper Shred Event is scheduled for Saturday, January 11, 2025, at the Gulf State Park Pavilion from 8:00 a.m. to noon, rain or shine.

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

1. That the Council authorizes payment of up to \$3,000.00 to the Coastal Alabama Business Chamber to be used for the sole and exclusive purpose of the 2025 Annual Electronic Recycling and Paper Shred Event; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 17th DAY OF DECEMBER, 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 December 17, 2024.

City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 3, 2024**

Departments: Coastal Resources

Description of Topic: Resolution authorizing execution of a second 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 amendment is adding \$111,000 in funds for 2025 to cover the salary of our bird nesting coordinator along with all stewardship activities.

Action Options/Recommendation:

Source of Funding (if applicable): Funds budgeted and will be reimbursed 100%.

ATTACHMENTS:

1. 12-17-24 24-xxx Authorize Grant Award Amendment Audubon Society Nesting Bird Habitat
2. 2024.11.27 Grant Award Agreement Amendment National Audubon Society Bird Habitat
3. Original Contract

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
SECOND 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 Implementation Agreement of Deepwater Horizon Natural Resource Damage Funds to the City of Orange Beach to perform services related to the Stewardship of Coastal Alabama Beach Nesting Bird Habitat.
2. On July 6, 2021, City Council adopted Resolution No. 21-148 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 \$111,000 in funding, extend the scope of work into a fourth year, and change the end date from 11/01/2024 to 01/15/2026.
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 \$111,000.
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 17th DAY OF DECEMBER, 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 December 17, 2024.

City Clerk

**SECOND AMENDMENT TO
INDEPENDENT CONTRACTOR AGREEMENT**

This second Amendment (“Amendment”) to the Independent Contractor Agreement (the “Agreement”) by and between National Audubon Society, Inc. (“Audubon”) and City of Orange Beach (“Recipient”), dated as of April 16, 2021, as amended, is made as of November 25, 2024, by and between Audubon and IC.

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. Article VII, Term of Agreement, is hereby amended as follows: This Agreement will terminate on January 15, 2026, upon receipt and acceptance by Audubon of the final deliverables whichever is sooner.
2. Article V, Terms of Payment, is hereby amended as follows: Audubon shall disburse to Recipient an additional \$111,000. Recipient shall invoice Audubon not less than on a quarterly basis for expenses. Invoices must contain supporting documentation as required by ADCNR. Payment will be made within 30 days of receipt of invoice and support documents.
3. All capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement. This Amendment may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. Except as expressly modified hereby, the Agreement and all of the terms, conditions, covenants, agreements and provisions thereof remain in full force and effect and are hereby ratified and affirmed.

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

NATIONAL AUDUBON SOCIETY, INC.

BY: _____

BY: _____

Recipient

City of Orange Beach
Mayor Tony Kennon



GRANT AGREEMENT

THIS AGREEMENT is hereby made by and between National Audubon Society, Inc. ("Audubon") and The 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: Kara Fox
Address: 6790 South Winding Brook Dr.
Fairhope, Alabama 36532

Business Telephone: 251-401-0028

II. PROJECT TITLE: Stewardship of Coastal Alabama Beach Nesting Bird Habitat

III. RECIPIENT: The Recipient is identified as follows:

Name: City of Orange Beach

Project Manager Name: Wade Stevens
Address: 4697 Walker Ave
Orange Beach, Alabama 36561

Business Telephone: 251-747-5510

E-mail: wstevens@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.

The specific work to be performed shall be as described in Exhibits A.1 and A.2 (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 and incorporated herein.

V. TERMS OF PAYMENT: Audubon shall disburse to Recipient a total of \$386,362. An initial disbursement of \$25,000 will be paid upon Audubon's receipt of a fully-signed copy of this Agreement. Recipient shall invoice Audubon not less than on a quarterly basis for expenses. Invoices must contain supporting documentation as required by ADCNR. Payment will be made within 30 days of receipt of invoice and support documents. The final disbursement shall be made to the Recipient with receipt of the Final Report described in Section VIII (3) below.

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): **Implementation Agreement of Deepwater Horizon Natural Resource Damage Funds**, issued by the Alabama Department of Conservation and Natural Resources, Stewardship of Coastal Alabama Beach Nesting Bird Habitat Project, RP3-STEW, effective April 16, 2021 (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 April 16, 2021 and will terminate on April 15, 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. Contracting Party hereby certifies that it is tax-exempt under Section 501(c) (3) of the Internal Revenue Code and is registered with the appropriate state authorities.
3. Recipient shall provide Audubon with progress reports and a full accounting of Recipient's actual expenses, cash balance and projected expenses every three months (the "Quarterly Reports"). The Quarterly Reports shall be submitted by April 15, July 15, and October 15 each year for the duration of the Project. The January 15 Quarterly Report shall also be considered an Annual Report, beginning in 2022, which shall describe the prior year's monitoring activity in accordance with Work Plan (Exhibit A) the RPIII/EA and Monitoring and Adaptive Management Plan. Each Quarterly and Annual Report should describe the (1) monitoring activity; (2) date of each activity; (3) expenditures; and (4) information collected. A final accounting ("Final Report") must arrive no later than 30 days after completion of the Project. Recipient shall return any funds remaining upon

completion of the Project to Audubon within thirty (30) days of completion. Failure to submit reports on time may result in termination of this Agreement.

4. 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.
5. 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.
6. All right, title and interest to data collected pursuant to this Agreement (the "Data") shall be owned by the Alabama Trustee Implementation Group, and will be handled in accordance with their SOPs. 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.
7. 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 the National Audubon Society."*
8. 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.
9. Notwithstanding anything to the contrary contained in this Agreement, should the Recipient fail to comply with any of the conditions of this Agreement, Audubon may, at its sole discretion, immediately terminate this Agreement. 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 or by Audubon with or without cause upon prior written notice.
10. 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."
11. 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.

12. (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 of Alabama 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.

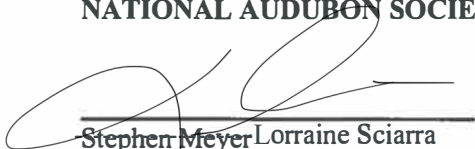
- (c) (1) Recipient certifies that the Recipient will not:

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.

13. 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.
14. This is the entire Agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements.
15. 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.
16. 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.

~~Stephen Meyer~~ Lorraine Sciarra
~~Vice President and Chief Operations Officer~~
General Counsel & Asst SecretaryDate: 8/25/21**CITY OF ORANGE BEACH:**By: _____
Print Name: Tony Kennon
Title: MayorDate: 7/20/2021

Exhibit A.1
Stewardship of Coastal Alabama Beach-nesting Bird Habitat
Alabama Trustee Implementation Group's (TIG) Natural Resource Damage Assessment
(NRDA) Restoration Plan III

Beach-nesting and migratory coastal shorebirds and seabirds have been the focus of conservation efforts for decades because of the ongoing and increasingly severe threats they face. Prior to the 2010 Deepwater Horizon Disaster, however, much of this important work had been focused on the Atlantic and Pacific Coasts, particularly on Threatened Snowy Plovers and Piping Plovers, but also a variety of other conservation priority species. In 2010, however, the Deepwater Horizon Oil Disaster instantaneously raised awareness of the plight facing coastal birds and their habitats across the Gulf Coast, including in Alabama. In addition to a relative lack of data on populations and distributions at the time, Gulf Coast shorebirds and seabirds were experiencing a multitude of threats to habitat such as erosion, human development, increased storm intensity, and pollution; competition of space from over-crowding and marine debris; human-induced disturbances including off-leash dogs, destruction of nesting grounds, and even poaching of eggs; and predation, including human-amplified.

Alabama's sandy shorelines provide respite and recreation for visitors and locals alike. The beaches offer many recreational activities including swimming, fishing, jet-skiing, boating, and sailing. Beach-nesting and foraging species, including colonial seabirds and solitary shorebirds, face substantial challenges competing with recreational beach visitors for space, as they must negotiate with sources of disturbance such as children chasing birds, kite flying, and off-leash dogs, which can destroy bird nests in a matter of seconds. In 2018, reckless individuals removed hundreds of Least Tern eggs from a sandy spit south of Dauphin Island to clear space for a volleyball court, rendering the eggs inviable. Prolonged disturbances flush breeding bird species off nests, exposing eggs and chicks to extreme temperatures, as well as to predation (Boyle and Samson 1985). To address the threat of human disturbance, symbolic fencing coupled with consistent public outreach and engagement with decision-makers is an effective means of increasing breeding success and reversing population declines (McIntyre et al. 2010, Weston et al. 2012).

Predators of eggs and chicks are also a major threat to beach-nesting birds, particularly in areas where predators are maintained at artificially high densities (Erwin et al. 2001, O'Connell and Beck 2003). In Alabama, foxes, coyotes, and raccoons are the most prevalent predators. Fish Crows, gulls, and ghost crabs are also present in several areas. Most of these species are human commensals that benefit from altered landscapes and food supplementation (Rees et al. 2015). In particular, red foxes on Dauphin Island are maintained through feeding and medical care provided by city residents, which has severe consequences for beach-nesting birds. Restoring Alabama's beach-nesting bird populations will require a multi-pronged approach to predator management, including public education and outreach, as well as predator removal or exclusion.

In the fall, winter, and spring, coastal species such as Snowy Plover and the Federally Endangered Piping Plovers, depend on Alabama's shores to provide foraging and resting habitat. Long-distance migrants require adequate food resources to survive their migrations, and access

to high quality foraging habitat during winter and migration is an important predictor of annual survival and reproductive success (Aharon-Rotman et al. 2016, Swift et al. 2020). Frequent disturbance at roost or foraging locations causes birds to expend unnecessary energy or abandon high quality habitat, which may jeopardize their annual survival or ability to breed successfully once they arrive at their breeding grounds (Tarr et al. 2010, Gibson et al. 2018). Human disturbance is therefore one of the primary threats experienced by birds during migration and winter, particularly on the busy mainland beaches. Habitat degradation can also reduce or eliminate food supply for many species, particularly shorebirds that require intertidal sand and mud flats that hold invertebrates. Foraging habitat may be lost or degraded through erosion, natural succession, or excessive beach raking.

Project Scope and Goals

National Audubon Society's goal for this work is to ensure a healthy, resilient coast that supports both birds and people, and to restore Alabama's coastal bird populations. Audubon will utilize a dynamic and multi-disciplinary approach and several sub-goals will direct our approach to this work.

Proposed Activities

1) Conduct stewardship activities to reduce human disturbance to increase survival and breeding productivity of coastal birds

1.1 Steward priority bird species during breeding seasons

1.1.1. Site Assessments: Audubon will visit with each site decision-maker and/or land manager, annually to determine threats and needs for beach-nesting birds. This visit will assess the current environmental conditions, public and/or private uses of the site, future plans for habitat management or restoration, and yearly activities that may affect the quality of the site for nesting birds. In that discussion, staff will gain an understanding of management actions and types of stewardship activities the site decision-maker is willing to have implemented. Audubon will prioritize actions based on the situation, threat assessment, and willingness to engage in particular conservation actions. As priority species begin to arrive and select nesting sites by March and April, staff will provide landowners or managers with an updated assessment of conservation needs and proposed stewardship activities as necessary. In an adaptive management framework, emerging needs and threats for both birds and decision-makers will be discussed, and stewardship activities will be adapted as needed during each breeding season. These discussions will be completed during the January-March timeframe for sites that have historically had nesting colonies. Site assessments are necessary to understand concerns and plans of site/land managers as well as to proactively address any concerns by these managers. These assessments also enable Audubon to strengthen partnerships with municipal, state and federal natural resources staff in order to enhance direct protection of breeding birds in advance of and during nesting season.

1.1.2. Steward Trainings: Seasonal coastal stewards will be hired and trained prior to each nesting season, and supplemented with trained local volunteers. Training for stewardship will include information about bird biology and behaviors, protocols for interacting with beachgoers, and information about how to handle the rare, aggressive beachgoer. Trained seasonal staff and volunteers improve and increase available habitat, directly protect birds, increase the knowledge base from which managers make decisions, decrease human-related disturbances to birds, and educate beach-goers on how to coexist with resident and migrating coastal birds. Trainings are necessary to keep staff, volunteers, and visitors safe as well as to educate beach visitors on how they can better support breeding beach birds, ultimately building community support and buy-in for these conservation actions.

1.1.3. Protection – Signage and Symbolic Roping: As priority-nesting species begin courtship and nest-site selection, stewardship teams will help to install signage and symbolic fencing/roping at identified sites. Temporary signage and roping will be removed at the end of nesting season, typically mid-to-late August. Staff will regularly monitor symbolic fences and signage, and repairs will be made with minimal disturbance to the birds. The use of signage and symbolic roping reduces encroachment into nesting colonies by visibly creating a barrier and alerting beach visitors, site managers, and site caretakers that there are cryptic ground-nesting birds in the area.

1.1.4. Protection – Stewards: During high beach-use days, staff and volunteers will work in shifts to oversee nesting birds within symbolic fencing. Staff will wear uniforms (typically protective sun shirt, hat, and other items as deemed necessary), whereas volunteers will wear a hat, t-shirt or vest that identifies them as part of the coastal stewardship program. Staff and volunteer stewards will reduce human disturbance, diplomatically intervening to prevent encroachment into the colony when possible, and always engage people in a positive fashion. During periods of high volumes of beach visitors, partnership with municipal natural resource staff will be important. At some locations, off-duty law enforcement officers and private security may receive incentive payments to help protect the colonies from unnecessary encroachment. Staff and volunteers who act as sentinels help reduce encroachment and disturbance by redirecting people away from colonies. Targeted, focused outreach reduces encroachment and disturbance by helping visitors understand compliance and the consequences of non-compliance. Additionally, engagement maintains the safety of staff and volunteers by reducing antagonism of visitors and increasing the acceptance of stewardship activity.

1.1.5. Public Outreach & Engagement: An important strategy in protecting beach-nesting birds is to increase awareness to beach visitors. Stewards will be provided with a spotting scope and binoculars, which they share with interested visitors to the beach to show them incubating adults, cryptic eggs in nests, and downy young from a safe distance. Connecting people to the birds in this direct manner teaches the importance and value of these habitats to vulnerable nesting birds. This direct form of outreach has been shown to increase awareness, which translates into future avoidance of these areas, by the people who are engaged.

Audubon will also engage children in developing stewardship signs for bird nesting areas or important wintering habitat. Partnering with school districts across the Alabama coast, students

will create artwork with conservation messaging that will be printed into permanent signage that can be used at nesting areas. Education and outreach build the foundation that enables the community to learn and support an attitude and behavior of stewardship towards coastal birds and potentially foster knowledge exchanges with other stakeholders. Engaging school age students and building capacities are paramount to the evolution of creating advocates and empowering grass-roots conservation action. Audubon will educate these students to increase understanding of the needs and value of our priority species and their habitats.

1.1.6. Agency and municipal outreach: Staff will establish a partnership with prospective municipal, state and federal natural resources staff to strengthen strategic messages in advance of and during nesting season.

1.1.7. Deploy species-specific decoys: Audubon, in coordination with state and federal partners, will deploy species-specific decoys to attract birds to suitable nesting habitat as necessary. Additionally, the use of electrified fencing coupled with decoys will be a strategy to reduce nest loss to consider for remote areas with low human disturbance and high densities of mammalian predators (i.e., Bon Secour National Wildlife Refuge, Dauphin Island West End).

1.2 Steward priority bird species during winter and migration

1.2.1. Site Assessments: Audubon will visit with each site decision-maker and/or land manager, annually to determine threats and needs for wintering and migratory birds. Staff will gain an understanding of what types of actions and activities the site decision-maker is willing to have implemented. Audubon will prioritize actions based on the situation, threat assessment, and willingness to engage in particular conservation actions. These discussions and decisions will be completed during the August - November timeframe. These assessments enable Audubon to strengthen partnerships with municipal, state and federal natural resources staff in order to enhance direct protection of migratory and wintering birds.

1.2.2. Steward Trainings: Audubon will recruit and train volunteer winter stewards, modeled after new Audubon programs in Mississippi and Florida. Training for stewardship will include information about bird biology and behaviors, protocols for interacting with beachgoers, and information about how to handle the rare, aggressive beachgoer. Trained volunteers improve and increase available habitat, directly protect birds, increase the knowledge base from which managers make decisions, decrease human-related disturbances, and educate beachgoers on how to coexist with resident and migrating coastal birds. Trainings are necessary to keep staff, volunteers, and visitors safe as well as to educate beach visitors on how they can better support migratory and wintering beach birds.

1.2.3. Signage: Audubon will place temporary signage at sites identified to be priority for wintering and migratory species. The use of signage will alert people to the importance of the area to these birds and provide suggestions for how they too can help birds during this part of the life cycle.

1.2.4. Protection – Stewards: Staff and volunteer stewards reduce human disturbance, diplomatically intervening accidental encroachment to foraging and loafing birds, and always engaging people in a positive fashion. Staff will wear uniforms (typically protective sun shirt, hat, and other items as deemed necessary), whereas volunteers will wear a hat, t-shirt or vest that identifies them as part of the Coastal Bird Stewardship program.

1.2.5. Public Outreach & Engagement: An important strategy in protecting beach birds is to increase the awareness of beach visitors about migratory and wintering birds. Stewards are provided a spotting scope and binoculars, which they share with interested visitors to the beach to show them interesting species from a safe distance. Connecting people to the birds in this direct manner teaches them about the threats birds face, and the tenacity they display in returning each year. Staff and volunteers will be provided with temporary signage, such as “Ask me about the birds” signs.

1.3 Steward priority bird species year-round

1.3.1. Web-based communications: Audubon will use social media, blogs, and other creative web-based messaging to increase awareness of the needs of priority bird species as well as best management practices beach visitors can implement to protect birds.

1.3.2. Print-based communications: Audubon will develop print-based materials to share important information about coastal birds and their habitats. This may include a mailer to beachfront residents alerting them to nesting birds, providing a summary of protective measures, and encouraging them to steward these nesting populations. The proximity of Audubon coastal bird stewardship programs in Florida and Mississippi provides resources that have been field-tested and are, in many cases, relevant to stewardship of Alabama coastal bird populations. Some materials from those states will be replicated and produced in Alabama.

1.3.3. Addressing dogs in sensitive areas: Audubon staff and volunteers that protect nesting areas and wintering flocks of birds will be outfitted with promotional items, such as tennis balls or collapsible water bowls, which target dog walks to soften messaging about dogs in sensitive areas and empower staff to diplomatically steer people away from critical wildlife areas.

1.3.4. Community events, presentations, and festivals: Audubon will participate in community events to address bird conservation initiatives through public presentations, school/university engagement, and partnerships with state and local natural resource organizations. Outreach topics will include priority species, breeding, migratory and wintering needs, habitat dynamics including removal of trash and debris, the importance of posted sensitive areas, and the value of healthy habitat in general. Audubon will also use these events to update the public as well as to recruit volunteers. Audubon’s outreach and engagement strategies will be designed to assess, respond to, and mitigate ongoing threats, particularly from human disturbances, habitat management challenges, predation, and harmful debris that may interfere with nesting and feeding success of priority species.

1.3.5. Build strategic partnerships with coastal businesses and the tourism bureau to better support bird conservation: Audubon will work with coastal chambers of commerce, as well as Alabama Tourism and county- and city-specific tourism departments to establish a stronger working relationship to implement better stewardship practices for beachfront and nearby coastal businesses, and encourage safe practices surrounding bird watching, particularly nesting Least Terns.

1.4 Metrics

Audubon will test the effectiveness of conservation actions aimed at mitigating disturbance and increasing productivity. The use of symbolic and/or permanent fencing combined with redirection of beachgoers by stewards provides protection for nesting birds and ultimately reduces disturbance from beachgoers (USFWS 1996, Hunter et al. 2006). In Mississippi, Audubon stewards have been collecting data on disturbance frequency and disturbance types at Least Tern colonies for the past three years. This has allowed Audubon to conduct analyses that demonstrate that human disturbance decreases colony productivity and that stewardship actions lead to increased productivity (Darrah 2020).

In collaboration with Mississippi and Louisiana, Audubon will evaluate the impacts of several stewardship actions on total disturbance and colony productivity of Least Terns when feasible. Disturbance observations will be conducted at all colonies, both in the presence and absence of stewards, in order to quantify the effectiveness of stewards in reducing disturbance. Data on weather, recreation, observed predators, and natural and human disturbances will be collected at all colonies. Game cameras may be placed at strategic points of entry to document types and frequency of disturbances that occur when stewards are not present to provide enforcement and outreach. Stewards will record the frequency and types of interactions that they have with the public.

2) Conduct monitoring in support of adaptive management at project sites to determine nesting and fledging success

2.1 Monitor beach-nesting birds to assess localized population dynamics and threats to beach breeding species

2.1.1. Colonial breeding bird monitoring: Audubon will follow the State of Florida's colony monitoring protocol: "Breeding Bird Protocol for Florida's Shorebirds and Seabirds," which has also been adapted for use in other Gulf Coast states. Biological monitoring will be conducted weekly at each mainland colony to estimate colony size and reproductive output and to determine colony survival rates, consistent with Audubon's efforts across the Gulf, which will inform large-scale patterns of breeding productivity and population change. Monitoring will be conducted from outside the colony. Camera trap and colony monitoring will help identify areas where human disturbance, predators, or other factors are negatively affecting productivity, allowing Audubon to prioritize areas for future restoration or increased stewardship efforts.

Audubon will also monitor rooftop colonies as they emerge and access is granted. Historically, Least Terns nested at the Piggly Wiggly in Fairhope, as well as atop several buildings in Orange Beach. Audubon will maintain and foster existing relationships with building managers that host rooftop-nesting Least Terns, and will protect these colonies by installing barriers to reduce chick mortality from rooftops, monitoring nesting outcomes, providing outreach to local businesses and employees, and determining habitat use of nearby food resources including Mobile Bay and Perdido Pass. Audubon will also collaborate with staff from other Gulf States with existing rooftop colonial experience to develop monitoring and management needs for Alabama's rooftop nesting birds.

2.1.2. Solitary breeding bird monitoring: Breeding surveys will be conducted weekly or every other week, similar to survey frequencies in other Gulf Coast states. A subset of breeding sites will be selected as "intensive monitoring" sites and will be visited once per week to record the number of priority breeding birds, locate nests, and assess nest fates. Remaining breeding areas will be visited every other week, and additional visits will be appropriately timed for counting number of breeding pairs, nests, and chicks of priority species. Observers will also record the location and habitat for any adults, chicks, and fledglings observed. To overcome the challenges of infrequent access to some study areas, Audubon will use game cameras to monitor a subset of nests in order to ascertain nest fate and sources of nest loss.

2.1.3. Disturbance and predation monitoring: Audubon will monitor the extent of disturbance and predation pressure experienced by priority breeding species in Alabama. Audubon will also conduct predator track counts, ghost crab density surveys, surveys for avian predators, and use game cameras to document both human disturbance and predation at nests and colonies.

2.2 Monitor priority bird species during migration and winter

2.2.1. Migratory and wintering coastal bird monitoring: Efforts will focus on survey routes that have been identified to be priority, qualitatively based on species richness, regional representation, and habitat type. Understanding the relationships between species and habitats is paramount to developing stewardship and best management practices for our priority coastal waterbird species to counter current and emergent threats and will aid Audubon in prioritizing areas for conservation work. However, migratory species utilize habitat across multiple spatial and temporal scales, and multiple variables, including: climate, weather, resource availability, and habitat conditions such as wrack, marine debris, and human activity, can influence how birds use local habitat.

Audubon uses the Audubon Coastal Bird Survey (ACBS) as a method to monitor migrating and wintering birds. Similar in methodology to the International Shorebird Survey, ACBS measures relative abundance and trends of migratory and wintering birds related emerging threats, and changing habitat conditions and management practices. ACBS surveys consist of a 1-mile transect along the shoreline that is surveyed by one or more observers. All birds within a ¼-mile buffer will be identified and recorded, and survey conditions including tide level, extent of mudflats, extent of wrack and garbage, extent of human disturbance, and weather are recorded. Additional data will also be collected for priority species: behavior (foraging, roosting, or

breeding activity), general location of survey site, and general habitat (mudflat, sand beach, dune, etc.). Each transect will be visited six times during the fall pulse (20 Aug – 30 Oct), three times during the winter pulse (10 Jan – 20 Feb), and six times during the spring pulse (20 Mar – 30 May). During or immediately following each transect, observers will document the location and behavior of any banded birds sighted during the surveys, with a special focus on searching for banded Piping Plovers, Red Knots, and Snowy Plovers. Survey routes/areas consist of established transects along stretches of shoreline/beach.

2.2.2. Disturbance and Predation Monitoring: Audubon will monitor the extent of disturbance experienced by priority migratory and wintering species using several methods. First, Audubon staff and volunteers will record the numbers of humans and dogs present and whether or not the beach has been freshly raked (as in the ACBS protocol). Additionally, Audubon will conduct disturbance and foraging observations for two priority species, Piping Plover and Black Skimmer. These surveys will quantify the extent of disturbance experienced by each species in different habitats (e.g., island vs. mainland) and in relationship to proximity of beach-access points, and will quantify how much available foraging and resting time is lost due to disturbance.

2.2.3. Monitoring – Training: Project staff and partners will recruit volunteers to supplement teams already conducting surveys on active routes. Project staff will provide training and mentoring for new volunteers and continuing education will be provided to current and former volunteers. Training, which may include both classroom and field instruction, will focus on survey protocols, data collection and entry, and bird identification skills. Subsequently, staff may provide training on more advanced material, including estimating flock sizes and solving identification challenges for rare birds, similar species, or birds with variable plumages. Coastal birds during migration and wintering periods are often difficult to identify when they are not in their vibrant breeding colors. Training ensures accuracy of data, especially species identification; training also covers counting birds in large flocks and identifying cryptic species by behavior. Moreover, training ensures proper data recording and entry, thus allowing for more rigor in analyses.

2.3 Breeding bird banding for analysis of population dynamics

Understanding the population-level consequences of new habitat creation and restoration requires an understanding of breeding productivity in new and old habitats, site fidelity, dispersal distances, and environmental and individual factors that influence dispersal decisions in birds. Site fidelity and dispersal decisions can be influenced by reproductive performance, either of the individuals themselves or of neighbors (Hoover 2003, Boulinier et al. 2008, Rioux et al. 2011), or habitat quality and change (Johnson and Barnes, unpublished data). Additionally, dispersal decisions of colonial species are complicated due to the social aspect of colony formation; presence of individuals in an area can be more important than reproductive success for colony establishment (Oro and Ruxton 2001). It is important to collect demographic and dispersal data for species of conservation concern for the purposes of metapopulation modeling, which can then be used to understand the effects of size and distance of new habitats and result in improved conservation and project planning.

Audubon will use banding to estimate annual survival, site fidelity, and dispersal distances, and to improve productivity estimates of Alabama's priority breeding species. Focal species will include Snowy Plover and potentially Black Skimmer. Adult Snowy Plovers will be captured using noose carpets and given a unique combination of color bands. Audubon will also capture pre-fledged chicks by hand or dip net and band the chicks with color bands to obtain robust estimates of chick survival and fledging probability. Observers will search for banded birds during regular breeding bird monitoring, as well as during ACBS surveys and band resight surveys throughout the non-breeding seasons. Resights will be used to document dispersal events, migratory connectivity, and to estimate chick and fledging probability and adult annual survival for demographic modeling.

2.4. Metrics

2.4.1. Assess population size, trends, and productivity of beach-nesting birds in response to stewardship, management actions, and localized threats: Audubon will analyze the influence of habitat characteristics and human use metrics on spatiotemporal variation in breeding coastal bird abundance and productivity. Specifically, Audubon will relate variation in breeding pair density, annual population trend, and productivity to disturbance frequency, prevalence of predators, extent of stewardship actions, and other relevant environmental or management factors. These findings will be used in an adaptive management framework to respond to emerging threats and to provide recommendations for restoration and management actions that would benefit breeding coastal birds.

2.4.2. Evaluate and predict wintering/migratory bird abundance in response to disturbance and environmental conditions: Wintering and migratory coastal bird populations vary spatially and temporally in response to habitat suitability and environmental conditions. In order to evaluate long-term trends and processes affecting wintering and migratory coastal bird populations, Audubon will analyze spatiotemporal variation in abundance and evaluate the influence of habitat characteristics and human use metrics. The Audubon Coastal Bird Survey, initiated in 2010 in response to the BP spill, consists of ~1-mile routes surveyed repeatedly within each of three seasons annually: fall, winter, and spring. The team will estimate route-level abundance and trends while accounting for detection probability using *N*-mixture models for open metapopulations with repeated counts (Kwon et al. 2018). Analysis results will be used to develop maps and summaries of predicted abundance under both current conditions and alternative restoration scenarios across the Alabama Gulf Coast.

The Piping Plover will be selected as a priority species for additional analyses. Two populations winter on Alabama's coast: (1) Great Plains population which is federally listed as threatened, and (2) Great Lakes population which is federally listed as endangered. Many Piping Plovers spend seven to nine months of the year on Alabama's coast. This species is intensively monitored on its breeding grounds and many individuals are banded, which provides an opportunity to form robust population estimates of migrating and wintering birds occupying Alabama's coast, and to estimate winter site fidelity and survival rates as it relates to environmental variables. Estimates of the number of passage migrants and wintering plovers will be obtained using a combination of band resights and counts of unmarked plovers obtained

during ACBS surveys, and analyzed in a Bayesian framework using a superpopulation model (Lyons et al. 2016). Modifications of this model will also be used to estimate winter site fidelity and survival rates as a function of habitat covariates.

2.4.3. Quantify restoration effects on coastal bird populations: A variety of restoration techniques may be used to facilitate coastal bird population recovery, including invasive species control, land conservation, habitat creation, and direct protection of nesting colonies. Audubon will estimate wintering/migratory bird abundance and breeding bird productivity at both control and restoration sites prior to restoration activity to improve Alabama's understanding of coastal bird response to restoration. Following restoration, Audubon will then compare the new abundance and productivity estimates post-restoration to quantify the effects of restoration, and generate predictions of coastal bird population growth under large-scale restoration. Audubon will also estimate site fidelity and dispersal distances of banded birds of priority breeding species, and track changes in these parameters at control and restoration sites, as well as documenting the origin of individuals that colonize newly-restored areas.

To develop an understanding of causal relationships requires a robust study design with limited independent variables and a good sample size. Although a "before-after-control-impact" (BACI) design is desirable for this type of study, logistical limitations exist including variable costs and permitting requirements for restoration, as well as annual variation breeding locations. A regionwide study will be conducted in collaboration with other Gulf States to perform analyses that are more robust and representative of Gulf Coast populations. Audubon's participation in the Gulf Coast Joint Venture (GCJV), particularly the GCJV Bird Nesting Island Cooperative, will be a key aspect in facilitating cross-state coordination. Members of this cooperative are already engaged in collating existing data and literature to inform best management practices for restoration, identifying information gaps, and assigning conservation and management priority to sites across the Gulf.

Exhibit A.2

Project Scope and Goals

National Audubon Society's goal for this work is to ensure a healthy, resilient coast that supports both birds and people, and to restore Alabama's coastal bird populations. Audubon will work with its "Partners," which include the Alabama Audubon Society and City of Orange Beach, to utilize a dynamic and multi-disciplinary approach and several sub-goals will direct our approach to this work. Hereafter, Audubon and its Partners will be referred to as the "Team."

Proposed Activities

1) Conduct stewardship activities to reduce human disturbance to increase survival and breeding productivity of coastal birds

1.1 Steward priority bird species during breeding seasons

1.1.1. Site Assessments: The Team will visit with each site decision-maker and/or land manager, annually to determine threats and needs for beach-nesting birds. This visit will assess the current environmental conditions, public and/or private uses of the site, future plans for habitat management or restoration, and yearly activities that may affect the quality of the site for nesting birds. In that discussion, staff will gain an understanding of management actions and types of stewardship activities the site decision-maker is willing to have implemented. The Team will prioritize actions based on the situation, threat assessment, and willingness to engage in particular conservation actions. As priority species begin to arrive and select nesting sites by March and April, staff will provide landowners or managers with an updated assessment of conservation needs and proposed stewardship activities as necessary. In an adaptive management framework, emerging needs and threats for both birds and decision-makers will be discussed, and stewardship activities will be adapted as needed during each breeding season. These discussions will be completed annually during the January-March timeframe for sites that have historically had nesting colonies. Site assessments are necessary to understand concerns and plans of site/land managers as well as to proactively address any concerns by these managers. These assessments also enable the Team to strengthen partnerships with municipal, state and federal natural resources staff in order to enhance direct protection of breeding birds in advance of and during nesting season.

1.1.2. Steward Trainings: The Partners will hire and train, with support from Audubon, seasonal coastal stewards prior to each nesting season, whose work will be supplemented with trained local volunteers. Training for stewardship will include information about bird biology and behaviors, protocols for interacting with beachgoers, and information about how to handle the rare, aggressive beachgoer. Trained seasonal staff and volunteers improve and increase available habitat, directly protect birds, increase the knowledge base from which managers make decisions, decrease human-related disturbances to birds, and educate beach-goers on how to coexist with resident and migrating coastal birds. Trainings are necessary to keep staff, volunteers, and visitors safe as well as to educate beach visitors on how they can better support breeding beach birds, ultimately building community support and buy-in for these conservation actions.

1.1.3. Protection – Signage and Symbolic Roping: As priority-nesting species begin courtship and nest-site selection, stewardship teams will help to install signage and symbolic fencing/roping at identified sites. Temporary signage and roping will be removed at the end of nesting season, typically mid-to-late August. The Partners will regularly monitor symbolic fences and signage, and repairs will be made with minimal disturbance to the birds. The use of signage and symbolic roping reduces encroachment into nesting colonies by visibly creating a barrier and alerting beach visitors, site managers, and site caretakers that there are cryptic ground-nesting birds in the area.

Consistent signage will be used across Alabama, Mississippi, and Louisiana. The design of the signs will feature project partners and standard language. All signage will be approved by Audubon.

1.1.4. Protection – Stewards: During high beach-use days, staff and volunteers will work in shifts to oversee nesting birds within symbolic fencing. Staff will wear uniforms (typically protective sun shirt, hat, and other items as deemed necessary), whereas volunteers will wear a hat, t-shirt or vest that identifies them as part of the coastal stewardship program. Staff and volunteer stewards will reduce human disturbance, diplomatically intervening to prevent encroachment into the colony when possible, and always engage people in a positive fashion. During periods of high volumes of beach visitors, partnership with municipal natural resource staff will be important. At some locations, off-duty law enforcement officers and private security may receive incentive payments to help protect the colonies from unnecessary encroachment. Staff and volunteers who act as sentinels help reduce encroachment and disturbance by redirecting people away from colonies. Targeted, focused outreach reduces encroachment and disturbance by helping visitors understand compliance and the consequences of non-compliance. Additionally, engagement maintains the safety of staff and volunteers by reducing antagonism of visitors and increasing the acceptance of stewardship activity.

1.1.5. Public Outreach & Engagement: An important strategy in protecting beach-nesting birds is to increase awareness to beach visitors. Stewards will be provided with a spotting scope and binoculars, which they share with interested visitors to the beach to show them incubating adults, cryptic eggs in nests, and downy young from a safe distance. Connecting people to the birds in this direct manner teaches the importance and value of these habitats to vulnerable nesting birds. This direct form of outreach has been shown to increase awareness, which translates into future avoidance of these areas, by the people who are engaged.

The Partners will also engage children in developing stewardship signs for bird nesting areas or important wintering habitat. Partnering with school districts across the Alabama coast, students will create artwork with conservation messaging that will be printed into permanent signage that can be used at nesting areas. Education and outreach build the foundation that enables the community to learn and support an attitude and behavior of stewardship towards coastal birds and potentially foster knowledge exchanges with other stakeholders. Engaging school age students and building capacities are paramount to the evolution of creating advocates and empowering grass-roots conservation action. The Partners will educate these students to increase understanding of the needs and value of our priority species and their habitats.

Education and outreach materials will feature partner logos (and funding recognition?).
Education and outreach materials should be approved by Audubon staff before distribution.

Social media posts should follow Audubon's best practices for topics about banding, drone use, stewardship activities, etc.

1.1.6. Agency and municipal outreach: Staff will establish a partnership with prospective municipal, state and federal natural resources staff to strengthen strategic messages in advance of and during nesting season.

1.1.7. Deploy species-specific decoys: The Partners, in coordination with state and federal partners, will deploy species-specific decoys to attract birds to suitable nesting habitat as necessary. Additionally, the use of electrified fencing coupled with decoys may be a strategy to

reduce nest loss to consider for remote areas with low human disturbance and high densities of mammalian predators (e.g., Dauphin Island West End).

1.2 Steward priority bird species during winter and migration

1.2.1. Site Assessments: Audubon will visit with each site decision-maker and/or land manager, annually to determine threats and needs for wintering and migratory birds. Staff will gain an understanding of what types of actions and activities the site decision-maker is willing to have implemented. Audubon will prioritize actions based on the situation, threat assessment, and willingness to engage in particular conservation actions. These discussions and decisions will be completed during the August - November timeframe. These assessments enable Audubon to strengthen partnerships with municipal, state and federal natural resources staff in order to enhance direct protection of migratory and wintering birds.

1.2.2. Steward Trainings: The Partners will recruit and train volunteer winter stewards, modeled after Audubon programs in Louisiana, Mississippi, and Florida. Training for stewardship will include information about bird biology and behaviors, protocols for interacting with beachgoers, and information about how to handle the rare, aggressive beachgoer. Trained volunteers improve and increase available habitat, directly protect birds, increase the knowledge base from which managers make decisions, decrease human-related disturbances, and educate beachgoers on how to coexist with resident and migrating coastal birds. Trainings are necessary to keep staff, volunteers, and visitors safe as well as to educate beach visitors on how they can better support migratory and wintering beach birds.

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1.3 Steward priority bird species year-round

1.3.1. Web-based communications: The Team will use social media, blogs, and other creative web-based messaging to increase awareness of the needs of priority bird species as well as best management practices beach visitors can implement to protect birds.

1.3.2. Print-based communications: The Team will develop print-based materials to share important information about coastal birds and their habitats. This may include a mailer to beachfront residents alerting them to nesting birds, providing a summary of protective measures, and encouraging them to steward these nesting populations. The proximity of Audubon coastal bird stewardship programs in Florida and Mississippi provides resources that have been field-tested and are, in many cases, relevant to stewardship of Alabama coastal bird populations. Some materials from those states will be replicated and produced in Alabama. Print based materials should be approved by Audubon.

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2.1.2. Solitary breeding bird monitoring: The Partners will conduct breeding surveys at least weekly or every other week, but not more frequently than twice a week, similar to survey frequencies in other Gulf Coast states. A subset of breeding sites will be selected as "intensive monitoring" sites and will be visited once per week to record the number of priority breeding birds, locate nests, and assess nest fates. Remaining breeding areas will be visited every other week, and additional visits will be appropriately timed for counting number of breeding pairs, nests, and chicks of priority species. Observers will also record the location and habitat for any adults, chicks, and fledglings observed. To overcome the challenges of infrequent access to some study areas, Audubon will use game cameras to monitor a subset of nests in order to ascertain nest fate and sources of nest loss.

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2.2.2. Disturbance and Predation Monitoring: The Partners will monitor the extent of disturbance experienced by priority migratory and wintering species using several methods. First, staff and volunteers will record the numbers of humans and dogs present and whether or not the beach has been freshly raked (as in the ACBS protocol). Additionally, the Partners will conduct disturbance and foraging observations for two priority species, Piping Plover and Black Skimmer. These surveys will quantify the extent of disturbance experienced by each species in different habitats (e.g., island vs. mainland) and in relationship to proximity of beach-access points, and will quantify how much available foraging and resting time is lost due to disturbance.

2.2.3. Monitoring – Training: The Partners will recruit volunteers to supplement teams already conducting surveys on active routes. Staff will provide training and mentoring for new volunteers and continuing education will be provided to current and former volunteers. Training, which may include both classroom and field instruction, will focus on survey protocols, data collection and entry, and bird identification skills. Subsequently, staff may provide training on more advanced material, including estimating flock sizes and solving identification challenges for rare birds, similar species, or birds with variable plumages. Coastal birds during migration and wintering periods are often difficult to identify when they are not in their vibrant breeding colors. Training ensures accuracy of data, especially species identification; training also covers counting birds in large flocks and identifying cryptic species by behavior. Moreover, training ensures proper data recording and entry, thus allowing for more rigor in analyses.

2.4. Metrics

2.4.1. Assess population size, trends, and productivity of beach-nesting birds in response to stewardship, management actions, and localized threats: Audubon will work with the Partners to analyze the influence of habitat characteristics and human use metrics on spatiotemporal variation in breeding coastal bird abundance and productivity. Specifically, Audubon will relate

variation in breeding pair density, annual population trend, and productivity to disturbance frequency, prevalence of predators, extent of stewardship actions, and other relevant environmental or management factors. These findings will be used in an adaptive management framework to respond to emerging threats and to provide recommendations for restoration and management actions that would benefit breeding coastal birds.

2.4.2. Evaluate and predict wintering/migratory bird abundance in response to disturbance and environmental conditions: Wintering and migratory coastal bird populations vary spatially and temporally in response to habitat suitability and environmental conditions. In order to evaluate long-term trends and processes affecting wintering and migratory coastal bird populations, Audubon will analyze spatiotemporal variation in abundance and evaluate the influence of habitat characteristics and human use metrics. The Audubon Coastal Bird Survey, initiated in 2010 in response to the BP spill, consists of ~1-mile routes surveyed repeatedly within each of three seasons annually: fall, winter, and spring. The team will estimate route-level abundance and trends while accounting for detection probability using *N*-mixture models for open metapopulations with repeated counts (Kwon et al. 2018). Analysis results will be used to develop maps and summaries of predicted abundance under both current conditions and alternative restoration scenarios across the Alabama Gulf Coast.

The Piping Plover will be selected as a priority species for additional analyses. Two populations winter on Alabama's coast: (1) Great Plains population which is federally listed as threatened, and (2) Great Lakes population which is federally listed as endangered. Many Piping Plovers spend seven to nine months of the year on Alabama's coast. This species is intensively monitored on its breeding grounds and many individuals are banded, which provides an opportunity to form robust population estimates of migrating and wintering birds occupying Alabama's coast, and to estimate winter site fidelity and survival rates as it relates to environmental variables. Estimates of the number of passage migrants and wintering plovers will be obtained using a combination of band resights and counts of unmarked plovers obtained during ACBS surveys, and analyzed in a Bayesian framework using a superpopulation model (Lyons et al. 2016). Modifications of this model will also be used to estimate winter site fidelity and survival rates as a function of habitat covariates.

2.4.3. Quantify restoration effects on coastal bird populations: A variety of restoration techniques may be used to facilitate coastal bird population recovery, including invasive species control, land conservation, habitat creation, and direct protection of nesting colonies. Audubon will work with the Partners to estimate wintering/migratory bird abundance and breeding bird productivity at both control and restoration sites prior to restoration activity to improve Alabama's understanding of coastal bird response to restoration. Where feasible following restoration, we will then compare the new abundance and productivity estimates post-restoration to quantify the effects of restoration, and generate predictions of coastal bird population growth under large-scale restoration. Audubon will also estimate site fidelity and dispersal distances of banded birds of priority breeding species, and track changes in these parameters at control and restoration sites, as well as documenting the origin of individuals that colonize newly-restored areas.

To develop an understanding of causal relationships requires a robust study design with limited independent variables and a good sample size. Although a "before-after-control-impact" (BACI) design is desirable for this type of study, logistical limitations exist including variable costs and permitting requirements for restoration, as well as annual variation breeding locations. A regionwide study will be conducted in collaboration with other Gulf States to perform analyses that are more robust and representative of Gulf Coast populations. Audubon's participation in the Gulf Coast Joint Venture (GCJV), particularly the GCJV Bird Nesting Island Cooperative, will be a key aspect in facilitating cross-state coordination. Members of this cooperative are already engaged in collating existing data and literature to inform best management practices for restoration, identifying information gaps, and assigning conservation and management priority to sites across the Gulf.

3) Timeline

		Startup				Breeding Season Activities						Non-breeding Season Activities			Analyses/Reporting		
		Hire essential staff & summer seasonals	Site Assessments	Agency and municipal outreach	Develop communications plan	Protection - signage and fencing	Protection - stewards	Monitoring - breeding birds	Public outreach and engagement	Recruit and train volunteers	Banding	Audubon Coastal Bird Survey	Recruit and train winter stewards	Signage for wintering species	Assess breeding population and productivity	Assess winter/migratory bird abundance	Restoration effects on coastal bird populations
Year 1	Jan-Mar	x	x	x	x												
	April-Aug			x	x	x	x	x	x	x	x						
	Aug-Mar											x	x	x	x		
Year 2	Jan-Mar	x															
	April-Aug					x	x	x	x	x	x					x	
	Aug-Mar											x	x	x	x		
Year 3	Jan-Mar	x															
	April-Aug					x	x	x	x	x	x					x	x
	Aug-Mar											x	x	x			x

Exhibit B – Budget

City of Orange Beach	Year 1	Year 2	Year 3
Personnel	\$46,900	\$48,307	\$49,756
Coastal Stewardship Associate (salary + fringe)	\$46,900	\$48,307	\$49,756
Travel	\$10,500	\$10,815	\$11,139
Project Fuel	\$10,500	\$10,815	\$11,139
Supplies	\$55,400	\$57,062	\$58,774
Education and Outreach Supplies	\$3,500	\$3,605	\$3,713
Volunteer recruitment and support	\$4,000	\$4,120	\$4,244
Signage & Print Media	\$15,000	\$15,450	\$15,914
Office Use	\$14,400	\$14,832	\$15,277
Nesting Habitat Maintenance	\$5,000	\$5,150	\$5,305
Predator Management	\$6,500	\$6,695	\$6,896
Symbollic Fencing	\$7,000	\$7,210	\$7,426
Total Direct Costs	\$112,800	\$116,184	\$119,670
Indirect Costs (24.66%)	\$12,200	\$12,566	\$12,942
Total	\$125,000	\$128,750	\$132,612



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 3, 2024**

Departments: Coastal Resources

Description of Topic: Resolution authorizing execution of a second amendment to the implementation agreement with the Alabama Department of Conservation and Natural Resources for the Coastal Alabama Sea Turtle Triage Restoration Project. (NW)

Background/Description: The bids for the facility came in approximately \$450,000 over the original budget therefore ADCNR amended the grant agreement to cover the additional expenses.

Action Options/Recommendation:

Source of Funding (if applicable): Budgeted and will be reimbursed 100%.

ATTACHMENTS:

1. 12-17-24 24-xxx Authorize Implementation Agreement Amendment Sea Turtle Triage NRDA Project
2. 2024.11.27 Implementation Agreement Amendment Sea Turtle Center
3. Resolution of the Alabama Trustee Implementation Group

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
SECOND AMENDMENT TO THE IMPLEMENTATION AGREEMENT WITH THE
ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES FOR THE
COASTAL ALABAMA SEA TURTLE TRIAGE RESTORATION PROJECT**

FINDINGS:

1. On March 12, 2019, City Council adopted Resolution No. 19-054 authorizing execution of an implementation agreement with the Alabama Department of Conservation and Natural Resources (ADCNR) for the Coastal Alabama Sea Turtle Triage Restoration Project.
2. The purpose of this agreement is to implement the Coastal Alabama Sea Turtle Triage restoration project (the "Project") as described in the Alabama Trustee Implementation Group Restoration Plan II and Environmental Assessment: Restoration of Wetlands, Coastal, and Nearshore Habitats; Habitat Projects on Federally Managed Lands; Nutrient Reduction (Nonpoint Source); Sea Turtles; Marine Mammals; Birds; Oysters (RPII/EA") and approved by the Alabama Trustee Implementations Group of September 5, 2018, and publicly released September 18, 2018.
3. The purpose of this Amendment is to add \$450,000 in funding to construct the Coastal Alabama Sea Turtle Triage Facility.
4. At the request of ADCNR, the City has agreed to provide such labor, services, and materials to accomplish the goals of said restoration project.
5. After having reviewed the amended agreement, City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

1. That the Council authorizes the Mayor and City Clerk to execute and attest, respectively, the amended implementation agreement between the City of Orange Beach and the Alabama Department of Conservation and Natural Resources 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 17th DAY OF DECEMBER, 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 December 17, 2024.

City Clerk

**SECOND AMENDED
Work Plan for
Coastal Alabama Sea Turtle
Restoration Project
(as of November 15, 2024)**

ACTIVITIES:

Under the supervision of ADCNR, the City of Orange Beach will be responsible for the planning and implementation for the Coastal Alabama Sea Turtle (“CAST”) Triage restoration project (hereafter, “Project”) as more specifically described below.

Project Implementation and Operation

1. Activities and responsibilities. The City of Orange Beach is responsible for the planning and implementation outlined for the Project in the Alabama Trustee Implementation Group Restoration Plan II and Environmental Assessment: Restoration of Wetlands, Coastal, and Nearshore Habitats; Habitat Projects on Federally Managed Lands; Nutrient Reduction (Nonpoint Source); Sea Turtles; Marine Mammals; Birds; and Oysters (“RPII/EA”). The planning and implementation activities include:
 - Planning and construction of a triage facility on existing City of Orange Beach-owned property to increase sea turtle survival
 - Public education regarding anthropogenic threats to sea turtles, current science on addressing those threats, and sea turtle conservation
2. Timeframe and Funding Source.

Activity	Responsible Party	Funding Source	Expected Timeframe
Planning and Construction	City of Orange Beach	DWH NRD funds	~ 1-2 years for completion
Implementation	City of Orange Beach	DWH NRD funds & City of Orange Beach	~ 5 years

Operation and Maintenance

1. Activities and responsibilities. The operation and maintenance of the infrastructure and improvements for this Project and the funding of the same are the responsibility of the City of Orange Beach.
2. Timeframe. The City of Orange Beach will conduct reasonable and appropriate operations and maintenance with respect to this Project for at least 5 years, beginning at completion of construction of the infrastructure and improvements as described in the RPII/EA.

Project Monitoring

1. Activities and responsibilities. Project Monitoring will be conducted by the City of Orange Beach in accordance with the CAST Triage Project Monitoring and Adaptive Management Plan, attached as Appendix B to the RPII/EA.
2. Funding. The funding source for monitoring activities will be DWH NRD funds.

BUDGET:

1. The total estimated Project cost is \$1,521,935. The Project budget includes the following items:

Activity	Responsible Party	Budget
Personnel	City of Orange Beach	\$60,000
Trustee Supervision	ADCNR	\$65,234
Implementation & Construction	City of Orange Beach	\$1,316,700
Contingency		\$80,001
	TOTAL:	\$1,521,935

Any costs incurred or obligated for any activity over and above the above budgets must be approved in advance in writing by ADCNR.

REPORTING REQUIREMENTS/DELIVERABLES:

1. Project Implementation. The City of Orange Beach will report the following to ADCNR electronically at the corresponding frequencies/deadlines. Activities include planning, engineering and design, construction, maintenance, and monitoring:

Activity	Frequency/Deadline
Expenditures	quarterly
Financial Balance (including summary of interest earned)	quarterly
Status of activities	quarterly
Progress made since last report	quarterly

Reporting requirements for project implementation will continue for five years beginning upon initial receipt of funds.

2. Project Monitoring. The City of Orange Beach will provide an annual report to ADCNR by January 30 of each year, beginning in 2020, describing the prior year's monitoring activity in accordance with the RPII/EA and Monitoring and Adaptive Management Plan. Each monitoring report should describe the (1) monitoring activity; (2) date of each activity; (3) expenditures; (4) and information collected.

Reporting requirements for project monitoring will continue for the duration of the monitoring activities specified in the CAST Triage Project Monitoring and Adaptive Management Plan.

3. Letter of Completion – Within 45 days of completion of all requirements specified in this work plan, the City of Orange Beach will submit a letter of completion to ADCNR. This letter will certify that all work has been completed through a final monitoring report and provide a final

accounting of expenditures, fund balances, including interest, and the total amount of funds that will be returned to ADCNR, if required.

4. Form. All project reporting will be in the form specified by ADCNR and consistent with the reporting requirements in the RPII/EA and the Trustee Council SOPs.

REFERENCE DOCUMENTS:

1. ADCNR will provide the following to the City of Orange Beach upon execution of the Implementation Agreement:
 - Alabama Trustee Implementation Group Restoration Plan II and Environmental Assessment: Restoration of Wetlands, Coastal, and Nearshore Habitats; Habitat Projects on Federally Managed Lands; Nutrient Reduction (Nonpoint Source); Sea Turtles; Marine Mammals; Birds; and Oysters (“RPII/EA”)
 - CAST Triage Project Monitoring and Adaptive Management Plan
 - Trustee Council Standard Operating Procedures

CITY OF ORANGE BEACH:

**STATE OF ALABAMA
DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES:**

Tony Kennon
Mayor

Christopher M. Blankenship
Commissioner

RESTORATION IN ALABAMA TRUSTEE IMPLEMENTATION GROUP
of the
DEEPWATER HORIZON TRUSTEE COUNCIL

Resolution # AL-2024-007

Resolution of the Alabama Trustee Implementation Group for the Second Modification of Project Budget for the CAST Triage Restoration Project for the Alabama Department of Conservation and Natural Resources

1. In accordance with the Oil Pollution Act of 1990 (OPA), the National Environmental Policy Act (NEPA), the *Deepwater Horizon* (DWH) Oil Spill: Final Programmatic Damage Assessment and Restoration Plan and Final Programmatic Environmental Impact Statement (PDARP/PEIS) and Record of Decision (ROD), the 2021 Trustee Council Standard Operating Procedures for Implementation of the Natural Resource Restoration for the DWH Oil Spill (SOPs), and the Consent Decree entered in *United States v. BPXP et al.*, Civ. No. 10-4536, centralized in MDL 2179, In re: Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico, on April 20, 2010 (E.D. La.), the undersigned representatives of the Alabama Trustee Implementation Group (TIG) hereby approve the funding described below for the restoration of natural resources and services injured or lost as a result of the DWH oil spill.
2. The activities to be funded support restoration to carry out the restoration goals identified in the PDARP/PEIS ROD that provides and explains the Trustees’ selection of the Preferred Alternative (Alternative A) for the Programmatic Restoration Plan in the Final PDARP/PEIS. Further, the activities to be funded are described as the CAST Triage restoration project (Project) (Portal ID 142) in the Alabama Trustee Implementation Group Restoration Plan II and Environmental Assessment: Restoration of Wetlands, Coastal, and Nearshore Habitats; Habitat Projects on Federally Managed Lands; Nutrient Reduction (Nonpoint Source); Sea Turtles; Marine Mammals; Birds; and Oysters (RPII/EA), which was approved by the Alabama TIG on September 5, 2018 and publicly released September 18, 2018. The tasks are also consistent with the Consent Decree resolving the civil actions referenced above.
3. The funds budgeted for the Project were allocated from the Alabama TIG’s Sea Turtles Restoration Type allocation. The Alabama Department of Conservation and Natural Resources (ADCNR), as the Implementing Trustee of the Project, and the Alabama TIG have determined that the first modified Project budget approved by Resolution #AL-2023-010 should again be modified based on the following factors:
 - Bids were solicited for the project and 5 bids were received. All bids exceeded the first modified Project budget.

4. Therefore, the Alabama TIG authorizes a second budget modification affecting the funds budgeted from the Alabama TIG's Sea Turtles Restoration Type allocation. The original project budget, as stated in the RPII/EA, was \$622,915. The first modified Project budget increased the project budget to \$1,071,935. The anticipated construction costs increased by approximately \$450,000, based on the actual bids received. Thus, the new authorized project budget is \$1,521,935, and the TIG is providing \$899,020 in additional Sea Turtle Restoration Type funds beyond those originally authorized to complete the Project.
5. The Alabama TIG concludes that this budget change does not require additional analysis under OPA or NEPA. First, the TIG concludes that the allocation of additional funds does not affect the TIG's selection of this Project under OPA, as there is no change in expected restoration benefits associated with the Project and the increased costs are found to remain reasonable under current conditions. Additionally, the anticipated environmental consequences of the Project remain consistent with those evaluated in the environmental review conducted for the RPII/EA and, thus, no additional NEPA analysis is required.
6. At the time this Resolution was approved, environmental compliance with federal regulations was complete for the Project. The Implementing Trustee, ADCNR, will ensure that the terms and conditions of all federal, state, and local permits will be complied with in the course of implementing the Project. All compliance documents will be posted to the Administrative Record for the Project.
7. Funds transferred from the Department of the Interior's Restoration Fund (Restoration Fund) to ADCNR as authorized by this Resolution may be used only for the activities authorized by this Resolution. All funds will be used to pay, reimburse, or otherwise cover appropriate future expenses, and, if applicable, past expenses which have been incurred since the TIG approved the RPII/EA on September 5, 2018. Any other use of funds disbursed pursuant to this Resolution is prohibited. Any non-authorized use of disbursed funds must be reported to the full TIG immediately upon discovery of unauthorized use.
8. Through this Resolution and the associated DWH Trustee Withdrawal Form, the Alabama TIG requests disbursement of funds from the Restoration Fund for the following restoration project (or tasks):

CAST Triage Restoration Project in the amount of \$450,000

Total Project Amount: \$1,521,935

Amounts Previously Authorized: \$480,500 (Resolution AL-2018-008) and \$591,435 (AL-2023-010) for a total of \$1,071,935

Description of Activity to Be Conducted: Funds will be utilized for project implementation, including but not limited to planning, implementation, project

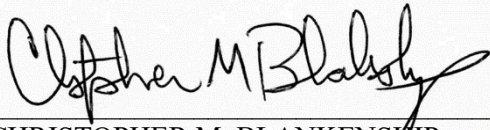
management and oversight, trustee supervision and similar activities.

Table 1. Project Budget (Portal ID 142) History

Trustee	Original Authorized Budget	Funds Withdrawn (AL-2018- 008)	Budget Increase Authorized by AL-2023- 010	Budget Increase Authorized by AL-2024- 007	Funds Authorized for Withdrawal by this Resolution	New Authorized Total Budget for PID 142
ADCNR	\$622,915	\$480,500	\$449,020	\$450,000	\$450,000	\$1,521,935

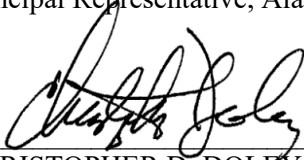
9. All Trustees agree that these funds will be withdrawn from the Alabama TIG's General Subaccount, from the Alabama TIG's Sea Turtles Restoration Type allocation, as outlined in the PDARP/PEIS.
10. It is resolved that after a thorough review of the proposed activities, the duly authorized officials for the Alabama TIG authorize the release of funds. This Resolution may be executed in counterparts.

RESTORATION IN ALABAMA TRUSTEE IMPLEMENTATION GROUP



CHRISTOPHER M. BLANKENSHIP

Principal Representative, Alabama Department of Conservation and Natural Resources



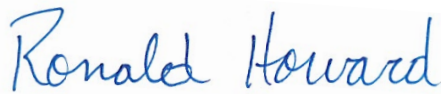
CHRISTOPHER D. DOLEY

Principal Representative, National Oceanic and Atmospheric Administration



MARY JOSIE BLANCHARD

Principal Representative, Department of the Interior



RONALD HOWARD

Alternate to Principal Representative, U.S. Department of Agriculture



MARY KAY LYNCH

Alternate to Principal Representative, U.S. Environmental Protection Agency

EFFECTIVE DATE: November 11, 2024



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 3, 2024**

Departments: Coastal Resources

Description of Topic: Resolution authorizing the execution of amendment four to the subaward grant agreement with the Alabama Department of Conservation and Natural Resources for the RESTORE Act state expenditure plan funded expansion of the Orange Beach Wildlife Rehabilitation and Education Program. (NW)

Background/Description: The purpose of this Amendment is to extend the Period of Performance from 12/31/2024 to 07/31/2025 to ensure the outdoor rehab enclosures are completed and gives the City time for closeout documentation.

Action Options/Recommendation:

Source of Funding (if applicable): Grant is reimbursed 100%.

ATTACHMENTS:

1. 12-17-24 24-xxx Authorize Subaward Grant Agreement Amendment ADCNR RESTORE Act Wildlife Rehabilitation Education Program Expansion
2. 2024.11.27 Subaward Grant Agreement Amendment ADCNR RESTORE Act Wildlife Center
3. Notice of Award

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF AMENDMENT FOUR
TO THE SUBAWARD GRANT AGREEMENT WITH THE
ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES FOR
THE RESTORE ACT STATE EXPENDITURE PLAN FUNDED EXPANSION OF THE
ORANGE BEACH WILDLIFE REHABILITATION AND EDUCATION PROGRAM**

FINDINGS:

1. The purpose of this agreement is for Alabama Department of Conservation and Natural Resources (ADCNR) to provide funding under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast (RESTORE) Act of 2012 to the City of Orange Beach for the interior build out of the wildlife center.
2. On June 21, 2022, City Council adopted Resolution No. 22-126 authorizing execution of a Subaward Grant Agreement with ADCNR agreeing to the provisions of the grant for the project.
3. ADCNR will disperse funds to the City to carry out the scope of the project in an amount not to exceed a total of \$1,094,450.
4. The purpose of this Amendment is to extend the Period of Performance from 12/31/2024 to 07/31/2025.
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 a grant agreement amendment in substantially the form and of substantially the content now before the Council between the City of Orange Beach and the Alabama Department of Conservation and Natural Resources (ADCNR) 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 17th DAY OF DECEMBER, 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 December 17, 2024.

City Clerk

SUBAWARD GRANT AGREEMENT – AMENDMENT NO. 4

THIS SUBAWARD GRANT AGREEMENT, (“Agreement”) is made and entered into by and between the State of Alabama Department of Conservation and Natural Resources (hereinafter “ADCNR”) and the City of Orange Beach (hereinafter “Subrecipient”). Pursuant to this Agreement, ADCNR and Subrecipient (collectively hereinafter “Parties”) agree as follows:

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of this Agreement is to provide funding under the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (hereinafter “RESTORE Act”) to Subrecipient for implementation of the RESTORE Act Direct Component project titled “State Expenditure Plan #3: Expansion of the Orange Beach Wildlife Rehabilitation and Education Program” (hereinafter “Project”). The purpose of this project is to expand the capacity and capabilities of the current Orange Beach Wildlife Rehabilitation Program and Facility in the City of Orange Beach, Baldwin County, further described in the Federal Award GNSSP22AL0043-01-04. This Agreement between the Parties will be identified by the “ADCNR Grant Number” set forth above in the upper right corner of this Agreement. All invoices and other correspondence submitted to ADCNR in connection with this Agreement must be identified by said Grant Number.

This Amendment No. 4 is for an existing grant for the Alabama Department of Conservation and Natural Resources (ADCNR), Grant No. GNSSP22AL0043-01-04, Expansion of the Orange Beach Wildlife Rehabilitation and Education Program Amendment No. 4. This amendment executes the following suite of actions:

- This amendment extends the Period of Performance from 12/31/2024 to 07/31/2025; and
 - All other terms & conditions stated in the original award and any previous amendments remain in effect.
2. **FEDERAL AWARD INFORMATION:** The Project’s Financial Assistance Award (hereinafter “Federal Award”) in its entirety is hereby incorporated into this Agreement by reference. Information as to the Federal Award associated with the Project includes the following:
 - a. Federal Award Identification Number (FAIN): GNSSP22AL0043
 - b. Federal Award Period of Performance: 05/13/2022 to 07/31/2025
 - c. Total Amount of Federal Funds Obligated To Subrecipient: \$1,094,450.00
 - d. Subrecipient UEI: JKREAZH2DMF6
 - e. Total Amount of Federal Award: \$1,192,255.00
 - f. Name of Federal Awarding Agency: Gulf Coast Ecosystem Restoration Council (hereinafter “RESTORE Council”)
 - g. Pass-Through Entity & Awarding Official Contact Information:
Alabama Department of Conservation and Natural Resources
Commissioner Christopher M. Blankenship
64 N. Union Street; Suite 468
Montgomery, AL 36130
 - h. CFDA Number & Name: CFDA# 87.052 “Spill Impact Component Project Grants”
 - i. Indirect Cost Rate of Subrecipient: 0%
 3. **AGREEMENT FUNDING AMOUNT:** ADCNR’s funding commitment under this Agreement shall be within the budgetary limits as described herein and pursuant to the Federal Award and shall not exceed a total of one million ninety-four thousand four hundred fifty and xx/100 dollars (\$1,094,450.00).
 4. **PROJECT PERIOD:** The period allowed for Project completion by the Subrecipient (hereinafter “Project Period”) shall commence on May 13, 2022 and end on July 31, 2025.

5. AGREEMENT TERM: The term of this Agreement shall commence when the Agreement is executed by both Parties and end on July 31, 2025 (hereinafter "Agreement Term").
6. CLOSEOUT PROCEDURES: The closeout process is final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient documents, and submitting the required final reports adhering to the schedule developed by ADCNR.
7. NOTICE: Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement are set forth below. In the event the designation of new contact information is necessary, such shall not require a formal amendment to this Agreement.

To ADCNR:

Alabama Department of Conservation and Natural Resources
Attn: Christopher M. Blankenship, Commissioner
64 N. Union St., Suite 468
Montgomery, AL 36130

With a copy to:

Dr. Amy Hunter
Deepwater Horizon Restoration Coordinator
Alabama Department of Conservation and Natural Resources
31115 Five Rivers Boulevard
Spanish Fort, AL 36527
Email: amy.hunter@dcnr.alabama.gov

To Subrecipient:

City of Orange Beach
Attn: Tony Kennon, Mayor
4099 Orange Beach Blvd.
Orange Beach, AL 36561

Nicole Woerner
Deputy Director | Coastal Resources
City of Orange Beach
P. O. Box 458
4697 Walker Avenue
Orange Beach, AL 36561
nwoerner@orangebeachal.gov

8. BOYCOTT: In compliance with Act 2016-312, Permittee 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 the State can enjoy open trade.

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.

9. PARTIES REPRESENT THAT THIS AGREEMENT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER

COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER
HEREOF.

10. DOCUMENTS: The documents which comprise this Agreement between ADCNR and the Subrecipient are:

1. This Subaward Agreement;
2. The Amendment for the existing grant for the Alabama Department of Conservation and Natural Resources (ADCNR), Grant No. GNSSP22AL0043-01-04 and any RESTORE Council-specific Special Award Conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date entered below.

**STATE OF ALABAMA
DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES**

Christopher M. Blankenship, Commissioner

Date: _____

CITY OF ORANGE BEACH

Tony Kennon, Mayor

Date: _____

ATTACHMENT B - FEDERAL AWARD IDENTIFICATION – REV. JANUARY 2024

The entity identified in this agreement for project: State Expenditure Plan #3: Expansion of the Orange Beach Wildlife Rehabilitation and Education Program is a SUBRECIPIENT of a subaward, in accordance with 2 CFR 200.331. Be advised, the following information describes the Federal award and subaward:

1. Federal Award Identification under 2 CFR 200.332.	
i. Subrecipient's name (must match name associated with its UEID);	City of Orange Beach
ii. Subrecipient's unique entity identifier;	UEID # JKREAZH2DMF6
iii. Federal Award Identification Number (FAIN);	GNSSP22AL0043
iv. Federal Award Date (date of award to the recipient by the Federal agency);	11/12/2024
v. Subaward Period of Performance Start and End Date;	From 05/13/2022 through 07/31/2025
vi. Subaward Budget Period Start and End Date;	From 05/13/2022 through 07/31/2025
vii. Amount of Federal Funds Obligated in the subaward;	\$1,192,255.00
viii. Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity, including the current financial obligation;	\$1,094,450.00
ix. Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	\$1,094,450.00
x. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	The purpose of this project is to expand the capacity and capabilities of the current Orange Beach Wildlife Rehabilitation Program and Facility in the City of Orange Beach, Baldwin County.
xi. Name of Federal awarding agency Name of pass-through entity, and contact information for awarding official of the pass-through entity;	Gulf Coast Ecosystem Restoration Council, Alabama Department of Conservation and Natural Resources: ADCNR CONTACT: Commissioner Chris M. Blankenship 64 N. Union Street, Room 458, Montgomery, Alabama 36130 Phone: 251.621.1216
xii. Assistance Listings Title and Number (CFDA Number and Name); the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number (CFDA number) at time of disbursement;	Assistance Listings Title and Number: CFDA # 87.052 "Spill Impact Component Project Grants" - total Federal Award issued to ADCNR, which is registered in SAM with the UEI: <u>WLNMNKHKF5T1</u> , is <u>\$1,192,255.00</u> .
xiii. Identification of whether the Federal award is for research and development; and	This is not a R&D award.
xiv. Indirect cost rate for the Federal award (including if the de minimis rate is used in accordance with §200.414	ADCNR charges all costs directly, therefore the indirect cost rate is 34.95% for the Federal award.

1. DATE ISSUED MM/DD/YYYY 11/12/2024		1a. SUPERSEDES AWARD NOTICE dated 06/11/2024 except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
2. ASSISTANCE LISTING NUMBER 87,052 - Spill Impact Component Project Grants			
3. ASSISTANCE TYPE Project Grant			
4. GRANT NO. GNSSP22AL0043-01-04 Formerly		5. TYPE OF AWARD Other	
4a. FAIN GNSSP22AL0043		5a. ACTION TYPE Post Award Amendment	
6. PROJECT PERIOD MM/DD/YYYY From 05/13/2022		Through MM/DD/YYYY 07/31/2025	
7. BUDGET PERIOD MM/DD/YYYY From 05/13/2022		Through MM/DD/YYYY 07/31/2025	
8. TITLE OF PROJECT (OR PROGRAM) State Expenditure Plan #3: Expansion of the Orange Beach Wildlife Rehabilitation and Education Program			

The Gulf Coast Ecosystem Restoration Council
RESTORE Council
Gulf Coast Ecosystem Restoration Council

500 Poydras Street
Suite 1117
New Orleans, LA 70130

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations)
RESTORE Act, 33 U.S.C. 1321(t)(3) and 40 CFR Part 1800 - Spill
Impact Component

9a. GRANTEE NAME AND ADDRESS ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES 64 N Union St RM 458 Montgomery, AL 36130-3020	9b. GRANTEE PROJECT DIRECTOR Amy Hunter 64 N Union St RM 458 Montgomery, AL 36130-3020 Phone: 251-621-1216
10a. GRANTEE AUTHORIZING OFFICIAL Mr. Chris Blankenship 118 N. Royal Street Suite 603 Mobile, AL 36602 An authorized representative electronically signed the award on 11/14/2024	10b. FEDERAL PROJECT OFFICER Ms. Kathleen Baxter 500 Poydras St STE 1117 New Orleans, LA 70130-7305 Phone: 504-940-7709

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)		12. AWARD COMPUTATION	
I Financial Assistance from the Federal Awarding Agency Only		a. Amount of Federal Financial Assistance (from item 11m) 1,192,255.00	
II Total project costs including grant funds and all other financial participation		b. Less Unobligated Balance From Prior Budget Periods 0.00	
a. Salaries and Wages	18,275.00	c. Less Cumulative Prior Award(s) This Budget Period 1,192,255.00	
b. Fringe Benefits	7,549.00	d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION 0.00	
c. Total Personnel Costs	25,824.00	13. Total Federal Funds Awarded to Date for Project Period 1,192,255.00	
d. Equipment	0.00	14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):	
e. Supplies	0.00	YEAR	TOTAL DIRECT COSTS
f. Travel	1,196.00	a. 2	d. 5
g. Construction	0.00	b. 3	e. 6
h. Other	0.00	c. 4	f. 7
i. Contractual	1,156,595.00	15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:	
j. TOTAL DIRECT COSTS	1,183,615.00	a. DEDUCTION b. ADDITIONAL COSTS c. MATCHING d. OTHER RESEARCH (Add / Deduct Option) e. OTHER (See REMARKS)	
k. INDIRECT COSTS	8,640.00	16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:	
I. TOTAL APPROVED BUDGET	1,192,255.00	a. The grant program legislation b. The grant program regulations c. This award notice including terms and conditions, if any, noted below under REMARKS. d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.	
m. Federal Share	1,192,255.00	In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.	
n. Non-Federal Share	0.00		

REMARKS (Other Terms and Conditions Attached - ☒ Yes ☐ No)
This amendment extends the Period of Performance from 12/31/2024 to 7/31/2025. The Reporting Schedule (attached) has been revised accordingly. All other terms and conditions stated in the original award and any previous amendments remain in effect.
FY22-CATB 6013: Cost Pool GCCSTAL000 CAM1: GCCGCOASTALR CAM2: GCCCHOCTAWAT CAM3: GCCPCOASTALR

AUTHORIZING OFFICIAL:
Frederick Sutter, Deputy Executive Director
500 Poydras St Ste 1117
New Orleans, LA 70130-7305
Phone: 504-444-3511

Electronically Signed 11/14/2024

17.OBJ CLASS 41.0006	18a. VENDOR CODE 929933406	18b. EIN 636000619	19a. UEI WLNMMNKHKF5T1	19b. DUNS 929933406	20. CONG. DIST. 02
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION	
21. a. SEP	b. GNSSP22AL0043	c. 6013 INFRA	d. \$0.00	e.	
22. a.	b.	c.	d.	e.	
23. a.	b.	c.	d.	e.	

AWARD ATTACHMENTS

ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL
RESOURCES

GNSSP22AL0043-01-
04

1. Award Notes NCE
2. Revised Reporting Schedule NCE

AWARD NOTES

The following documents are incorporated in this award by reference:

- ☒ GULF COAST ECOSYSTEM RESTORATION COUNCIL FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (AUGUST 2015), available at www.restorethegulf.gov
- ☒ 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 5900.101 (2021), AND TECHNICAL CORRECTIONS AT 86 FR 10439 (FEBRUARY 22, 2021)

This award incorporates by reference and gives effect to the most recent data available in the GrantSolutions system for the following item:

- ☒ BUDGET NARRATIVE

This award incorporates by reference and gives effect to the most recent data available in the PIPER system for the following items:

- ☒ PROJECT NARRATIVE
- ☒ OBSERVATIONAL DATA PLAN
- ☒ MILESTONES
- ☒ METRICS
- ☐ OTHER

GCERC Internal Financial Codes:

FY24 - CatB 6013 - Cost Pool-GCCSTAL000

CAM 1 - GCCGCOASTALR

CAM 2 - GCCCHOCTAWAT

CAM 3 - GCCPCOASTALR

FUNDING AUTHORIZATION

Amount of Financial Assistance	Amount of Funding Restriction	Amount of Funding Added to Award	Amount Authorized for ASAP Account	Notes
\$1,192,255.00	\$0.00	\$0.00	\$1,192,255.00	All funds are available and not restricted.

REVISED SPECIAL AWARD CONDITIONS

This amendment extends the Period of Performance to July 31, 2025. All other terms and conditions stated in the original and subsequent awards remain in effect.

SUBMISSION REQUIREMENT FOR SPECIAL AWARD CONDITIONS

The following requirements are described in detail in the Special Award Conditions section of the award. Where indicated, the recipient must submit documentation or evidence to the Council to lift any applicable restrictions. In the event of any perceived inconsistency between this list and the Special Award Conditions, the Special Award Conditions are controlling.

SPECIAL AWARD CONDITION	SUBMISSION REQUIREMENT
2. Grant Project Performance and Financial Reporting	See Reporting Schedule in Award Notes.
3. Observational Data Management and Delivery	1. ISO-compliant metadata records for all data and derived work products, which must document how each data type is available to the public. 2. Final Project Geographic Information System (GIS) files.
4. Updates to the Observational Data Plan	1. Updated Observational Data Plan (ODP) 2. Observational Data Closeout Report
6A. Reporting on Real Property Acquired or Improved	Form SF-429
7. Reporting on Equipment	SF-428
8. Inspection and As-Built Drawings	1. 10-Day Advanced Notice of Final Inspection 2. Signed Notice of Final Acceptance 3. Stamped and signed as-built drawings

REVISED REPORTING SCHEDULE		
Report Due	Reporting Period	Report Due Date
Financial and Performance Report	5/14/2022 – 6/30/2023	8/29/2023 (received)
Financial and Performance Report	7/1/2023 – 6/30/2024	8/29/2024 (received)
Financial and Performance Report	7/1/2024 – 6/30/2025	8/29/2025
Final Financial and Performance Report	7/1/2025 – 7/31/2025	11/28/2025



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 3, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of a performance contract with Callie Perez for the bracelet making instruction at the Senior Center. (NA)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-17-24 24-xxx Authorize Performance Contract Callie Perez Senior Center
2. 2024.11.27 Performance Contract Callie Perez Senior Center

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
PERFORMANCE CONTRACT WITH
CALLIE PEREZ FOR BRACELET MAKING INSTRUCTION
AT THE SENIOR CENTER**

FINDINGS:

1. The City of Orange Beach wishes to engage independent contractors to provide various classes for the benefit of Orange Beach residents and visitors.
2. Callie Perez is a bracelet making instructor who wishes to teach classes at the Orange Beach Senior Center.
3. The City of Orange Beach and Callie Perez have reached an agreement (attached Exhibit A) whereby the City of Orange Beach agrees to pay Callie Perez to lead bracelet making classes at the Orange Beach Senior Center.
4. After having reviewed the agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

1. That the Mayor is hereby authorized to execute the agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and Callie Perez 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 17th DAY OF DECEMBER, 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 December 17, 2024.

City Clerk

PERFORMANCE CONTRACT

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

1. Recitals:

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

2. Contractor’s Obligations:

- a. Contractor shall offer quarterly how to make bracelet classes at the Orange Beach Senior/Adult Activity Center.
- b. Contractor shall provide, quarterly bracelet making instruction for the older adult population at the Orange Beach Senior/Adult Activity for City of Orange Beach.
- c. Contractor must have an Orange Beach Business License.
- d. Contractor will schedule classes with the Orange Beach Senior/Adult Activity Center prior to the lessons.

3. City’s Obligations:

- a. City agrees to make available during normal operational hours a room within the Senior/Adult Activity Center for the Contractor to provide classes.

4. Compensation:

Contractor will be paid \$50.00 per class for services provided under this Agreement.

5. Term:

The term of this agreement shall begin on January 21, 2025, and end on January 20, 2026, unless terminated earlier in accordance with paragraph 10. This agreement may be renewed annually by resolution adopted by the City Council.

6. Independent Contractor:

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

7. Assignment:

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

8. Insurance:

- a. Contractor shall procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor under this Agreement, including the following, at a minimum:
 - i. Worker's compensation insurance as required by law; and
 - ii. Commercial general liability insurance with minimum coverage limits of \$100,000 per person and \$300,000 per occurrence, naming the City of Orange Beach and the City's officers, employees, and consultants as additional insured. The policy shall be with a carrier and in a form acceptable to the City at the City's sole discretion.
- b. Any insurance carried by the City, its officers, or its employees or contractors is excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.
- c. Contractor shall provide to the City a Certificate of Insurance as evidence that required policies are in full force and effect.

9. Indemnity:

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

10. Compliance with Law:

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

11. Termination:

This agreement may be terminated by either party for any reason upon thirty (30) days notice of the intent to terminate.

12. Final Agreement:

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

13. Modifications:

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

14. Severability:

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

15. Laws Governing:

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

16. Permits, Licensing, etc:

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

17. Confidentiality:

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

18. Notices:

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

City of Orange Beach:

City Clerk
Post Office Box 458
Orange Beach, Alabama 36561

With Required Copy to:

City Attorney
Post Office Box 458
Orange Beach, Alabama 36561

And to Contractor:

Callie Perez
26676 Canal Road, Unit G55
Orange Beach, AL 36561

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

CITY OF ORANGE BEACH,
An Alabama Municipal Corporation

By: _____
Mayor Anthony T. Kennon

ATTEST:

Renee Eberly, City Clerk

CONTRACTOR:

Callie Perez

By: _____
Callie Perez

STATE OF ALABAMA
COUNTY OF BALDWIN

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

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

(SEAL)

Notary Public
My Commission Expires: _____

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned Notary Public in and for said County in said State, hereby certify that Callie Perez is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the above and foregoing, she, as such owner and with full authority, executed the same voluntarily for and as the act of said municipal corporation on the day the same bears date.

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

(SEAL)

Notary Public
My Commission Expires: _____



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 3, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of Cardiac Monitors/Defibrillators for the Fire Department through the NPPGov purchasing cooperative from ZOLL Medical Corporation in the amount of \$652,164.56. (JS/NB)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-17-24 24-xxx Authorize Purchase Defibrillators Fire NPPGov
2. 2024.11.25 Quote - Fire - Zoll Defibrillators

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF
CARDIAC MONITORS/DEFIBRILLATORS FOR THE FIRE DEPARTMENT
THROUGH THE NPPGOV PURCHASING COOPERATIVE
FROM ZOLL MEDICAL CORPORATION
IN THE AMOUNT OF \$652,164.56**

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

1. That the City Council for the City of Orange Beach, Alabama, hereby authorizes the purchase of Cardiac Monitors/Defibrillators for the Fire Department through the NPPGov purchasing cooperative, approved by the State of Alabama and the Public Examiners Office, in an amount not to exceed \$652,164.56;
2. That the Mayor is hereby authorized to approve payment to ZOLL Medical Corporation in the amount of \$652,164.56 for Twelve (12) X Series Advanced Monitors/Defibrillators with accessories and service plans, per Quote No. Q-82245 dated November 25, 2025;
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 17th DAY OF DECEMBER, 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 December 17, 2024.

City Clerk

**ZOLL Medical Corporation**

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

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

Quote No: Q-82245 Version: 5

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

ZOLL Customer No: 321979

Bruce Nelson
(251) 981-6166

Quote No: Q-82245
Version: 5

Issued Date: November 25, 2024
Expiration Date: March 31, 2025

Terms: NET 30 DAYS

FOB: Destination
Freight: Free Freight

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

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1	1501418	601-2431212-01	X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, SpCO, EtCO2, BVM, Temp, NIBP, Audio, CPR Expansion Pack, Remote View Includes: TBI Dashboard, 4 trace tri-mode display monitor/ defibrillator/ printer, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5in (16.5cm) diagonal screen. Accessories Included: MFC cable and CPR connector, A/C power cord, One (1) roll printer paper, 6.6 Ah Li-ion battery, Operators Manual, Quick Reference Guide, and One (1)-year EMS warranty. Parameter Details: Real CPR Help - Dashboard display of CPR Depth and Rate for Adult and Pediatric patients, Visual and audio prompts to coach CPR depth (Adult patient only), Release bar to ensure adequate release off the chest, Metronome to coach rate for Adult and Pediatric patients. See-Thru ® CPR artifact filtering • Interpretative 12-Lead ECG (Full 12 ECG lead view with both dynamic and static 12-lead mode display. 12-Lead OneStep ECG cable - includes 4-Lead limb lead cable and removable precordial 6-Lead set) • ZOLL Noninvasive Pacing Technology • Real BVM Help: Dashboard provides real-time ventilation feedback on both volume and rate for intubated and non-intubated patients. AccuVent Cable included. (Accuvent disposable sensors sold separately) • Welch Allyn NIBP with Smartcuff. 10 foot Dual Lumen hose and SureBP Reusable Adult Medium Cuff • Masimo SpO2 & SpCO with Signal Extraction Technology (SET), Rainbow SET® • EtCO2 Oridion Microstream Technology. Microstream tubing set sold separately • Two Temperature monitoring channels with digital displays. Temperature probes sold separately •	12	\$58,461.00	\$47,938.02	\$575,256.24

**ZOLL Medical Corporation**

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

Phone: (800) 348-9011

Fax: (978) 421-0015

Email: esales@zoll.com

Orange Beach Fire & Rescue
Quote No: Q-82245 Version: 5

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
2		8000-0674	Disposable Temperature Sensor Adapter Cable	12	\$83.00	\$83.00	\$996.00
3	1501418	8000-0895	Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs	12	\$195.00	\$159.90	\$1,918.80
4	1501418	REUSE-09-2MQ	Welch Allyn REUSE-09-2MQ Cuff, Child, 2-Tube, Twist Lock connector	12	\$66.00	\$54.12	\$649.44
5	1501418	REUSE-08-2MQ	Welch Allyn REUSE-08-2MQ Cuff, Small Child, 2-Tube, Twist Lock connector	12	\$66.00	\$54.12	\$649.44
6	1501418	8000-000151	RD Rainbow SET MD20-04 EMS Patient Cable, 4ft	12	\$313.00	\$256.66	\$3,079.92
7	1501418	8000-000862	LNCS-II Rainbow DCI 8A SpCO Adult Sensor, 3ft	12	\$1,129.00	\$925.78	\$11,109.36
8	1501418	8000-0580-01	Six Hour Rechargeable, SurePower II Smart Battery	24	\$1,001.00	\$820.82	\$19,699.68
9	1501418	8200-000100-01	Single Bay Charger for the SurePower and SurePower II batteries	12	\$1,264.00	\$1,036.48	\$12,437.76
10	1501418	8707-000502-01	X Series Accessory Carry Case - Printer Chute with Single Zipper	12	\$663.00	\$0.00	\$0.00

**ZOLL Medical Corporation**

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

Phone: (800) 348-9011

Fax: (978) 421-0015

Email: esales@zoll.com

Orange Beach Fire & Rescue
Quote No: Q-82245 Version: 5

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
11		8778-89004-WF	Professional Defibrillators/Monitors - Worry-Free Service Plan - 4 Years At Time of Sale Includes: Annual preventive maintenance, 27% discount on new cables, 27% discount on additional SurePower II Batteries, discount on parameter upgrades, SurePower II Battery replacement upon failure, and accidental damage coverage (see comments). Shipping and use of a Service Loaner during repairs, no charge shipping. Extended warranty is a continuation of the EMS One Year Product Limited Warranty. • ACCIDENTAL DAMAGE COVERAGE: Includes one device outer housing replacement per year per device. This coverage excludes devices that are deemed beyond repair and/or catastrophic damage. Cosmetic damage that does not affect the integrity of the device would not require outer housing replacement. • BATTERY REPLACEMENT PROGRAM: Batteries must be maintained per ZOLL recommended maintenance program - Batteries are replaced upon failure, one for one, throughout the term of the ExpertCare Service contract, should the SurePower II battery or SurePower Charger display a fault - Batteries must be evaluated and confirmed of failure through ZOLL Technical Support and/or an on-site field service technician. - Up to three batteries per device will be covered for batteries acquired from ZOLL in last 24 months for batteries that fail during the Worry-Free service contract period. (When Service Contract purchased post-sale) - For batteries acquired from ZOLL over 24 months ago, one battery per device will be covered for batteries that fail during the Worry-Free service contract period. (When Service Contract purchased post-sale)	12	\$7,710.00	\$6,939.00	\$83,268.00
12		8400-110045	CaseReview Premium Subscription, X Series, 5 Year- Hosted Provides detailed post-case information, including CPR quality on compression depth, rate, pause time and release velocity, as well as ECG, shocks, EtCO2 and SpO2 vital signs.	12	\$2,540.00	\$2,540.00	\$30,480.00
13	1501418	8000-002005-01	Cable Sleeve, Propaq / X Series, ZOLL Blue	12	\$63.00	\$51.66	\$619.92
14		7800-0414-61	LP 15 12-Lead Version 4 Trade In Allowance See Trade Unit Considerations.	11		(\$8,000.00)	(\$88,000.00)

Subtotal: \$652,164.56

Total: \$652,164.56

**ZOLL Medical Corporation**

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

Phone: (800) 348-9011

Fax: (978) 421-0015

Email: esales@zoll.com

Orange Beach Fire & Rescue
Quote No: Q-82245 Version: 5

Contract Reference	Description
1501418	Reflects CHM GPO NPP 2020 - Contract No. PS20200 (EXT2) contract Pricing. Notwithstanding anything to the contrary herein, the terms and conditions set forth in NPP Contract No. PS20200 shall apply to the customer's purchase of the products set forth on this quote.

Trade Unit Considerations

Trade-In values valid through March 31, 2025 if all equipment purchased is in good operational and cosmetic condition and includes all standard accessories. Trade-In values are dependent on the quantity and configuration of the ZOLL devices listed on this quotation. Customer assumes responsibility for shipping trade-in equipment at the quantities listed on the trade line items in this quotation to ZOLL's Chelmsford Headquarters within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.

Additional Language

On-site training and monitor configuration (including 12 lead transmission) included at no extra charge as part of the above quote.

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

1. Delivery will be made upon availability.
2. This Quote expires on March 31, 2025. Pricing is subject to change after this date.
3. Applicable tax, shipping & handling will be added at the time of invoicing.
4. All purchase orders are subject to credit approval before being accepted by ZOLL.
5. To place an order, please forward the purchase order with a copy of this quotation to esales@zoll.com or via fax to 978-421-0015.
6. All discounts from list price are contingent upon payment within the agreed upon terms.
7. Place your future accessory orders online by visiting the ZOLL web store.

**ZOLL Medical Corporation**

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

Phone: (800) 348-9011

Fax: (978) 421-0015

Email: esales@zoll.com

Orange Beach Fire & Rescue
Quote No: Q-82245 Version: 5

Order Information (to be completed by the customer)

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

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

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

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

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

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

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

Orange Beach Fire & Rescue

Authorized Signature:

Name: _____
Title: _____
Date: _____



Orange Beach Fire & Rescue
Quote No: Q-82245 Version: 5

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

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

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

Customer

Signature:

Name: _____

Title: _____

Company: _____

Company Address: _____

Date: _____



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 3, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of retainer agreements for outside counsel for the City of Orange Beach for 2025. (JL)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-17-24 24-xxx Authorize Retainer Agreements Attorneys 2025
2. 2024.12.17 Letter of Engagement - Attorney Woodall
3. 2024.12.19 Letter of Appointment - Attorney Davis
4. 2024.12.17 Letter of Engagement - Attorney Canupp

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF RETAINER AGREEMENTS
FOR OUTSIDE COUNSEL FOR THE CITY OF ORANGE BEACH FOR 2025**

FINDINGS:

1. Chapter 2, Section 83 of the *Code of Ordinances for the City of Orange Beach* authorizes the City Attorney, with consent of the Mayor to appoint such other attorneys as are needed to carry on the legal business of the City with retainer agreements approved by the Council.
2. The City Attorney has recommended that:
 - a. Attorney Spencer E. Davis, Jr., be appointed as the City Prosecutor for Municipal Court; and
 - b. Attorney Paul Woodall of the Jones Walker law firm in Birmingham be appointed to represent the City concerning real estate transactions, public finance, economic incentives, and other specialized legal services as may be directed by the City Attorney; and
 - c. Attorney David Canupp of Lanier Ford Shaver & Payne, P.C. law firm in Huntsville, Alabama be appointed to represent the City concerning issues related to the City sign ordinance, employment law, and other specialized legal services as may be directed by the City Attorney.
3. The City Attorney has reviewed the attached retainer agreements and recommends approval of same.
4. The term of these agreements shall be for twelve (12) months commencing January 1, 2025, and ending December 31, 2025.
5. After reviewing the attached retainer contracts, 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 attached retainer agreements in substantially the form and of substantially the content now before the Council as an act for and on behalf of the City of Orange Beach, Alabama subject to final approval by the City Attorney; and
2. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 17th DAY OF DECEMBER, 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 December 17, 2024.

City Clerk

November 26, 2024

VIA EMAIL

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

Re: 2025 Engagement Letter

Dear Jamie:

I am pleased that you have selected our firm to act as counsel for the City of Orange Beach in performing legal services for the 2025 calendar year, primarily in the areas of real estate, public finance, economic incentives and other matters. This letter will describe the terms under which our firm will provide representation and advice with respect to such matters, as well as any other matters that you may ask us to work on.

Our fees for legal services are based upon the amount of time expended on your matter and the guideline hourly billing rates for the attorneys and legal assistants involved. All of our professionals are assigned hourly rates that are a function of their seniority and experience. These hourly rates are revised from time to time, but normally not more often than annually. My present hourly rate on this matter will be \$395 for the 2025 calendar year, which is a discounted rate from my "preferred rate".

I will be the attorney in our firm with the overall responsibility for the supervision of the services rendered. You can anticipate, from time to time, that some of the work may be delegated to other attorneys or legal assistance in our office who have special expertise or who may be able to perform your work more efficiently or economically.

We may advance or incur certain costs and expenses that will be charged to you. Such charges might include filing fees, long distance telephone charges, photocopying, electronic legal research, travel expenses and certain other out-of-pocket expenses. When the amounts involved are large, we may forward the invoice to you for direct payment. Otherwise, we will advance the expenses on your behalf and include the expenses on the next monthly statement.

If you have any questions about the terms of our engagement or the billing arrangements set forth above, please let me know. Otherwise, please sign and date this letter and return it to me by e-mail or regular mail. You should retain a copy of this letter for your records as well. Please feel free to bring to my attention any questions that you may have about a statement or the services performed. Thank you for your confidence you have expressed in our firm, and I look forward to continuing to work with you.

Sincerely,

Paul Woodall

Paul O. Woodall, Jr.

POWjr/ds

Agreed to and accepted this _____ day of December 2024.

CITY OF ORANGE BEACH

By: _____
Print Name: _____
Its: _____



December 19, 2024

Spencer E. Davis, Jr., Esq.
Spencer E. Davis, LLC
109 N.W. First Street
Summerdale, Alabama 36580

RE: APPOINTMENT AS ATTORNEY

Dear Spencer:

Pursuant to Chapter 2 of the *Code of Ordinances* for the City of Orange Beach, and as approved by Resolution No. 24-xxx of the City Council for the City of Orange Beach, adopted December 17, 2024, you are hereby appointed as the City Prosecutor for the Municipal Court.

Your appointment shall be effective January 1, 2025, through December 31, 2025. As compensation for your services, you shall be paid, in advance, a base monthly fee of \$4,600 per month, plus any actual out-of-pocket expenses. Additionally, you will be paid on an actual time spent basis at the rate of \$150.00 per hour for appeals to the Court of Criminal Appeals or the Supreme Court of Alabama, for any federal habeas petitions, for litigation that arises from personnel investigations, and for any other general legal work that is assigned. Mileage shall be reimbursed in accordance with City policy.

If you are in agreement with these terms, please sign below and return to my office.

Sincerely,

Tony Kennon
Mayor

Accepted: _____
Spencer E. Davis, Jr., Attorney

Date: _____



LANIER FORD SHAVER & PAYNE P.C.
Attorneys at Law
2101 West Clinton Avenue, Suite 102 / 35805
Mailing Address:
Post Office Box 2087 · Huntsville, Alabama 35804

256-535-1100 Office
256-533-9322 Fax
www.LanierFord.com

David J. Canupp
djc@lanierford.com

November 14, 2024

Via Email Only
[\[jlogan@orangebeachal.gov\]](mailto:jlogan@orangebeachal.gov)

Jamie Logan, City Attorney
City of Orange Beach
P. O. Box 458 | 4099 Orange Beach Blvd.
Orange Beach, AL 36561

RE: Engagement for Performance of Professional Services

Dear Jamie:

This letter, and the attached terms and conditions, will confirm your engagement of this firm's services for the purpose of providing general legal advice and services related to general employment matters. Our services will be billed on an hourly basis. My hourly rate, and that of other shareholders in our firm, is \$315.00 per hour. The hourly rate for associate attorney work is \$285.00 and the rate for paralegal work is \$125.00 per hour.

Additional terms and conditions of this representation are set out in more detail in the enclosed Terms and Conditions document. If you find the terms of this representation satisfactory, please respond by either signing the consent section at page two of this letter and returning it to me, or sending me an e-mail indicating that you accept the terms provided herein. Such an acknowledgment and acceptance of the terms will provide me with the written consent from you that allows me to proceed with the representation.

I greatly appreciate the opportunity to assist you with your legal matters. If you have any questions or concerns whatsoever, please do not hesitate to give me a call.

Yours very truly,

LANIER FORD SHAVER & PAYNE P.C.

David J. Canupp

DJC/kc

November 14, 2024
Page 2

I hereby accept the terms and conditions of representation as outlined in the engagement letter provided to me and the appended Terms and Conditions document, and I authorize Lanier Ford Shaver & Payne, P.C. to commence the contemplated services.

Signature

EXHIBIT "A"

LANIER FORD SHAVER & PAYNE P.C. **GENERAL TERMS AND CONDITIONS OF ENGAGEMENT**

The following outlines the general terms and conditions of Lanier Ford Shaver & Payne P.C.'s (the "Firm") engagement and representation of a client (the "Client"):

1. **Fees:** The time for which a Client will be charged is based on one-tenth hour (6 minute) increments, and will include, but will not necessarily be limited to, telephone and office conferences with the Client, the Client agents, employees and representatives, witnesses, other counsel, consultants, government personnel and others; conferences among Firm personnel; factual investigation; legal research; drafting and review of letters, memoranda, email, other forms of correspondence with appropriate parties or representation related to the matter, pleadings, briefs, contracts, conveyances, documents, instruments and other writings; reviewing files in preparation for proceedings or meetings; responding to the Client's requests to provide information to their auditors; responding to the Client's requests to provide other information, such as non-standard billing information or information required by the Client's procurement practices, third parties or parent organizations; travel time that would otherwise be available for productive work, but which cannot be so devoted because of the circumstances of travel; waiting time in court or in connection with administrative proceedings; and time in propounding or responding to interrogatories, preparing for and participating in depositions or other forms of discovery.
2. **Expenses:** In addition to fees for the Firm's legal services rendered, the Firm's bills will include allocable charges for actually incurred costs and expenses incurred in performing the Firm's legal services, such as photocopying, mail, messenger and delivery services, computerized research, travel (including mileage, parking, air or rail fare, lodging, meals, taxi or car rental), telephone, facsimile or data transmission, secretarial and support staff overtime (when necessitated by the Client's work), court costs and filing fees. Unless other arrangements are made, certain larger expenses (such as recordation fees and taxes, expert witnesses' fees, filing fees, and court reporters' charges) will be billed directly to the Client and will not be the Firm's responsibility. The Firm reserves the right to charge the Client for any bank fees associated with accepting credit or debit cards as a form of payment for fees, expenses, retainers or other such amounts collected from the Client.
3. **Estimates:** Although the Firm may from time to time respond to the Client's request for an estimate of the fees and/or expenses that will be involved in the engagement or a portion thereof, these estimates are inherently inexact and are subject to unforeseen contingencies and changed circumstances, and the Firm cannot be bound by such estimates except to the extent expressly set forth in writing.
4. **Bills:** The firm's policy is to render bills monthly. Statements generally will be

prepared and mailed to the Client during the month following the month in which services are rendered. The Client will pay statements within 30 days of receipt of the same. The Firm reserves the right to seek court approval to withdraw representation if billed amounts are not paid when due.

5. Cooperation: The Firm will provide legal counsel to the Client in accordance with the letter to which these terms and conditions are attached and in reliance upon information and guidance provided by the Client. To enable the Firm to represent the Client effectively, the Client agrees to cooperate fully with the Firm in all matters relating to the Client's case, and to fully and accurately disclose all facts and documents that may be relevant to the matter or that the Firm may otherwise request. The Client agrees to make an appropriate Client representative reasonably available to communicate with the Firm as needed, attend conferences, closings, meetings, hearings, discovery proceedings and other proceedings as may be necessary. It is understood that the Client is not relying on the Firm for business, investment, or accounting decisions, or to investigate the character or credit of persons with whom the Client may be dealing unless otherwise specified in the letter confirming this engagement.

6. Termination: The Client has the right at any time to terminate the Firm's services and representation upon written notice to the Firm. Such termination shall not, however, relieve the Client of the obligation to pay for all services already rendered, including work in progress at the time of termination, and to pay for all expenses incurred or committed to on behalf of the Client through the date of termination.

7. Withdrawal: The Firm reserves the right to seek court approval to withdraw the Firm from representation of the Client upon written notice to the Client if, among other things, the Client fails to honor the terms of the engagement letter, the Client fails to cooperate or follow the Firm's advice on a material matter, or any fact or circumstance would render the Firm's continued relationship unlawful or unethical or would otherwise authorize such termination. If the Firm elects to withdraw, the Client agrees that the Client will take all steps necessary to free the Firm of any obligation to perform further, including the execution of any documents necessary to perfect the Firm's withdrawal, and the Firm will be entitled to be paid for all services rendered and costs or expenses incurred on behalf of the Client through the date of withdrawal. Upon completion of the matter to which this representation applies, or upon earlier termination of our relationship, the attorney-client relationship will end unless the Firm and the Client have expressly agreed in writing to a continuation with respect to other matters.

8. Conflicts: The Firm has represented, and continues to represent, many different corporate and individual clients with various business interests in numerous industries. It is possible that, during the time the Firm is representing the Client's interests in the current matter for which the Firm has been engaged, the Client may become involved in transactions or disputes in which the Client's interests are adverse to those of one of the Firm's present or future clients. If such a conflict arises between the Client's interests and those of another

present or future Firm client, the Firm will apprise the Client of that fact and seek resolution including, but not limited to, withdrawal. However, the Firm reserves the right to continue to represent the Client and such other present or future Firm client separately in substantially unrelated matters, provided such representation does not and will not adversely affect the Firm's attorney-client relationship with either the Client or such other present or future Firm client. For this continued representation, the Firm will seek written approval from the client.

9. Communications: Unless otherwise directed by the Client in writing to the Firm, the Firm will communicate with the Client by telephone, written correspondence delivered by United States First Class mail and/or nationally recognized overnight delivery service, internet electronic mail and/or facsimile transmissions as the Firm deems appropriate. The Client acknowledges and understands that internet electronic mail is not secure and that the Client should avoid sending confidential or sensitive internet electronic mail correspondence unless the same are adequately encrypted. The Firm does have encryption capabilities and other technology services for transmitting confidential or sensitive material that may be used at the direction of the responsible attorney.

10. Consent: The Client's agreement to the engagement of the Firm as evidenced by the Client's signing of the foregoing engagement letter constitutes the client's acceptance of the foregoing terms and conditions.

11. File Retention: During the time that we represent you, we will create a file containing documents and other materials related to your matter. We will hold all of these materials for you during the time that your case is going on. When your case is over, we will notify you that it is time to pick up the contents of your file. It is your responsibility to make sure that you get your file if you want it. We encourage you to pick your file up when we notify you that it is ready, and to keep it for a reasonable period of time after your matter is over. After we send you the notice that your file is ready for pickup, we will keep it in our offices for sixty (60) days to give you the opportunity to pick it up at your convenience. If you decline the file, or fail to pick it up within sixty (60) days, we will place the file in storage for an appropriate length of time based on this agreement, the file materials category, the retention period based on matter type, and the Firm's retention policies. At the end of the retention period your file, if you have not claimed it, will be destroyed in accordance with our file destruction policies. You will not receive any notice that the retention period has run or that the file has been destroyed.



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 3, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of a right-of-way franchise agreement with Brightspeed of Southern Alabama, LLC. (JL)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-17-24 24-xxx Authorize Franchise Agreement Brightspeed
2. 2024.11.27 Franchise Agreement Brightspeed

RESOLUTION NO. 24-xxx
**A RESOLUTION AUTHORIZING THE EXECUTION OF A
RIGHT-OF-WAY FRANCHISE AGREEMENT
WITH BRIGHTSPEED OF SOUTHERN ALABAMA, LLC**

FINDINGS:

1. Brightspeed of Southern Alabama, LLC has made an application for a non-exclusive franchise for the use of city right-of-ways to construct, maintain, and operate communication facilities for customers within the City of Orange Beach.
2. The City of Orange Beach is willing to grant a non-exclusive franchise on the terms and conditions set out in the Franchise Agreement (attached Exhibit A).

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

1. That the Council authorizes the Mayor and City Clerk to execute and attest, respectively, the attached Franchise Agreement by and between the City of Orange Beach and Brightspeed of Southern Alabama, LLC, subject to final review by the City Attorney; and
2. Brightspeed of Southern Alabama, LLC, within 30 days, shall file its acceptance of the terms of the agreement on the form attached.

ADOPTED THIS THE 17TH DAY OF DECEMBER, 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 24-xxx, which was duly and legally adopted at a regular meeting of the City Council on December 17, 2024.

City Clerk

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

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

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

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

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

- (a) Grantee is a North Carolina limited liability company licensed to do business in Alabama, duly organized, validly existing, and in good standing under the laws of the State of Alabama, is qualified to do business under the laws of the State of Alabama, and has the power and authority to own its properties, to carry on its business as now being conducted and as proposed in its franchise application, to execute and deliver the acceptance of this Franchise, to carry out the transactions contemplated hereby, and to perform and carry out all obligations on its part to be performed under and pursuant to this Franchise.
- (b) Grantee, as of the date of the grant of this Franchise, has adequate financial resources to install its utility facilities in accordance with the provisions of Chapter 66, Article IV, of the City Code, and knows of no technical or legal impediment which would prevent it from performing as contemplated in said Article.
- (c) Grantee is not prohibited by any agreement or applicable law from executing and accepting this Franchise.
- (d) The person executing the written Acceptance of this Franchise has full authority to act on behalf of Grantee and to accept and agree to this Franchise.
- (e) All corporate actions and consents required on Grantee’s part to execute and deliver the acceptance of this Franchise have been completed.

The foregoing certifications are material to the grant of this Franchise. A breach of any of the certifications in subsections (a) through (d) above shall constitute a non-curable default under this Franchise and shall entitle the City to immediately revoke the Franchise for cause. A breach of

the certification contained in subsection (e) shall constitute a curable default under this Franchise, wherein following written notice, Grantee will have reasonable time to cure such default.

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

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

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

Section 8. *Franchise Fees.*

- (a) *Fees.* Beginning one year from the effective date of this agreement, Grantee must pay to the City a quarterly franchise fee in an amount equal to three percent (3%) of its gross revenues derived from providing service in the City for the preceding three (3) months. Fees shall be payable for each quarter ending on March 31, June 30, September 31 and December 31 of each year during the term of this agreement.
- (b) *Payment.* Each payment shall be accompanied by a statement showing the gross revenues by category and the manner in which the fee was calculated. Grantee shall specifically describe what revenues were included and excluded in calculating the franchise fee, and any adjustment made to gross revenues. The statement and fee payments shall be personally delivered or mailed to the City on or before the 15th of the month following the close of the preceding quarter to City of Orange Beach Finance Department, PO Box 1159, Orange Beach, AL, 36561.
- (c) *Penalties and Interest.* All franchise fees not paid within 30 days from the date they fall due shall be increased by five percent (5%) for the first 30 days they shall be delinquent, or fraction thereof, and shall be increased by an additional five percent (5%) for a delinquency of 60 or more days, but this provision shall not be deemed to authorize the delay of 30 days in the payment of the fees due, which may be enforced at once. If the Grantee fails to timely pay any amounts due and owing according to the terms of this Section 8, then Grantee shall pay interest on the unpaid balance from the date of the due date to the City.
- (d) *No Accord and Satisfaction.* No acceptance by the City of any fee shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any fee payment be construed as a release of any claim of the City.

Section 9. *Enforcement; Attorneys' Fees.* The City shall be entitled to enforce this agreement through all remedies lawfully available, and Grantee shall pay the City its costs of enforcement, including reasonable attorneys' fees in the event that Grantee is determined judicially to have violated the provisions of this agreement.

Section 10. *Insurance, security and indemnification.* The Grantee understands, and, by its written Acceptance of this Franchise, hereby agrees to be bound by and comply with the provisions of Article IV applicable to insurance, security, and indemnification.

Section 11. *Inducements not offered.* The Grantee, by its written Acceptance of this Franchise, acknowledges that it has not been induced to accept this Franchise by an understanding or promise or other statement, whether verbal or written, by or on behalf of the City concerning any term or condition of said Franchise that is not included in this Franchise or in Article IV.

Section 12. *Grantee accepts terms of Franchise.* The Grantee, by its written Acceptance of this Franchise, acknowledges that it has thoroughly examined and is familiar with the terms and conditions of this Franchise and Article IV, and agrees to be bound by them.

Section 13. *Administration and enforcement.* Administration and enforcement of this Franchise shall be in accordance with Article IV.

Section 14. *Notice.* All notices or demands pursuant to this Franchise or Article IV shall be in writing and be deemed given if personally delivered or mailed, certified mail, return receipt requested to the following addresses:

If to the City, to: Public Works Director
City of Orange Beach
7394 Roscoe Road
Orange Beach, Alabama 36561

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

If to Grantee to: Manager, Construction and Engineering
23 Brant Lane
Weaverville, NC 28787

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

Section 15. *Captions.* The captions to sections and subsections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

Section 16. Severability. The severability provisions of Ch. 1 of the City Code are rules of construction specifically included herein by reference as if fully set forth.

Section 17. Governing law. This Franchise granted and every question arising hereunder shall be construed or determined according to the laws of the State of Alabama and applicable federal law.

Section 18. When ordinance effective. This Franchise shall become effective upon its adoption.

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

GRANTEE:

BRIGHTSPEED OF SOUTHERN ALABAMA, LLC

By: _____

Its: _____



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 3, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a medical services agreement with Coastal 3 Holdings, LLC, dba Southern Rapid Healthcare. (JL)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-17-24 24-xxx Authorize Medical Services Agreement Southern Rapid Healthcare
2. 2024.11.27 Medical Services Agreement Southern Rapid Healthcare

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
MEDICAL SERVICES AGREEMENT WITH
COASTAL 3 HOLDINGS, LLC
(DBA SOUTHERN RAPID HEALTHCARE)**

FINDINGS:

1. The City of Orange Beach and Coastal 3 Holdings, LLC, doing business as Southern Rapid Healthcare, have reached an Agreement (attached Exhibit A) whereby Coastal 3 Holding, LLC, will provide healthcare plan services established by the City for its employees, covered spouses, and dependents enrolled in the city's health plan.
2. After having reviewed said Agreement, the City Council has determined the terms are in the best interests of the City of Orange Beach, Alabama.

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

1. That the Mayor and City Clerk are hereby authorized to execute and attest, respectively, the agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and Coastal 3 Holdings, LLC, as an act for and on behalf of the City of Orange Beach, subject to final approval by the City Attorney; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 17th DAY OF DECEMBER, 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 December 17, 2024.

City Clerk

MEDICAL SERVICES AGREEMENT

This Agreement is by and between the City of Orange Beach, an Alabama Class 8 municipality (“City” or “Orange Beach”) and Coastal 3 Holdings, LLC d/b/a Southern Rapid Healthcare (“SRH”):

Article I – Recitals.

Orange Beach has established a health care plan (the “Plan”) for certain of its employees, their spouses and dependents (the “Qualified Participants”), and wishes to engage SRH under this Agreement to provide Medical Services as described herein. Orange Beach designates its Human Resources Director as the person responsible for the administration of this Agreement.

SRH is a health services provider qualified to provide the services set forth in this Agreement. Nurse Practitioners Shelia Stephens, Julie Mitchell and Elizabeth Michon, are the officers responsible for the administration of this Agreement and each are authorized to execute the Agreement on behalf of SRH.

Article II – Services, Facility, Equipment and Insurance.

1. **Services.** Upon execution and the delivery of this Agreement, SRH shall provide a medical clinic for the use and benefit of the Qualified Participants. SRH shall provide at its sole expense, a staff of medical professionals (collectively, the “Medical Staff”) on site, consisting of not less than one physician, three nurse practitioners, and sufficient support staff to render general medical services. Any change in Physician or Practitioners shall be immediately reported to the City.
 - (a) **Scheduling of Services.** Services will be available at SRH on a schedule that accommodates the City’s work calendar, with hours of operation from 8:00 a.m. until 6:00 p.m. Monday through Friday and 8:00 a.m. until 2:00 p.m. Saturday and Sunday, subject to mutually approved adjustments to maximize utilization as agreed upon by written modification to this agreement. Scheduling will be made by appointment and walk-ins will be accommodated. Appointments will be made using twenty-minute time slots.
 - (b) **Onsite Medication Dispensing.** Based upon the utilization of medications derived from an analysis of the City’s claims data and the City’s formulary, SRH will provide pre-packaged medications to be dispensed from SRH to the City’s employees based upon the Medical Staff’s orders for prescription medications. SRH shall also provide vaccination and immunization.
 - (c) **Laboratory Testing.** Lab tests ordered by the Medical Staff shall be performed by Labcorp or sent to another qualified laboratory, who will act as sub-contractor to SRH. The Medical Staff at SRH will perform the collection of testing samples prior to sending such samples to an offsite, qualified laboratory. Once the testing is complete, reports will be made available to the patients for their own use and/or made available through referral to other Physicians determined by the patients. The Medical Staff will provide any explanation of the results as desired by the patients and/or as deemed necessary by the Medical Staff immediately upon receipt thereof.
 - (d) **Physical Facility.** Unless otherwise allowed by written amendment to this contract, all services will be provided at SRH’s medical facility in Orange Beach located at 4223 Orange Beach Boulevard, at SRH’s sole expense.
 - (e) **Equipment and Supplies.** SRH will be responsible for all equipment and supplies used for the services.
2. **Standards of Medical Staff Performance.**
 - (a) The Medical Staff shall perform the services according to the accepted standard of medical care prevailing in the local medical community at the time of treatment.

- (b) The Physician shall be available for in person patient appointments, supervise and direct the Practitioners, and both the Physician and the Practitioners shall supervise and direct other members of the Medical Staff, including nurses, medical assistants and administrative staff.
- (c) The Physician shall comply with all applicable laws and regulations with respect to the licensing and the regulation of Physicians, the privacy of patients, any other rights of patients or the practice of medicine, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as applicable, and any other laws relating to employment matters or environmental safety.
- (d) The Practitioners and staff, under the guidance of the Physician shall provide medical services in a manner consistent with all applicable laws and regulations and in a professional manner consistent with the accepted standard of medical care prevailing in the medical community including but not limited to patient confidentiality and HIPAA.
- (e) The Physician and Practitioners shall maintain, during the term of this Agreement, appropriate credentials including:
 - (1) A duly issued and active license to practice medicine and prescribe and dispense medications in the State of Alabama;
 - (2) A good standing with his or her profession and state professional association;
 - (3) The absence of any license restriction, revocation, or suspension;
 - (4) The absence of any involuntary restriction placed on his or her federal DEA registration; and
 - (5) A duly issued and active registration for the Physician for the oversight of the Practitioners as necessary.

SRH shall provide current copies of all active required credentials to the City within 14 days of execution of this agreement and continuing upon the expiration and renewal of any credentials.

- (f) Practitioners or staff shall return all phone calls no later than the first business day following receipt of the call. All prescription refills shall be completed within 7 days of request from patient. In the event either of the timelines herein are not met, a written explanation shall be documented and presented to the City upon request.
- (g) SRH shall require any Physician or Practitioners to remove and promptly replace any member of the Medical Staff who has his or her professional license restricted, revoked, or suspended; has committed or is charged with the commission of a felony; is no longer in good standing with his or her professional or state licensing authority; or is denied or loses professional liability insurance coverage.
- (h) SRH further agrees to immediately notify the City in writing if any Physician, Practitioner or other Medical Staff becomes subject to any litigation, investigation or regulatory proceeding with regard to medical malpractice or any other medical regulatory issues including Medicare/Medicaid reimbursement, fraud or abuse. Failure to comply with this section shall constitute breach of this agreement and shall be grounds for termination by the City. Upon termination of this agreement pursuant to this section, City shall provide 30 day notice.

3. Insurance.

- (a) SRH shall maintain throughout the term of this Agreement, professional liability insurance covering the acts and omissions of the Medical Staff with a carrier reasonably satisfactory to the City in the minimum annual coverage amounts of \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate. The City shall be named as an additional insured under the

policy. SRH shall provide the City proof of such professional liability insurance maintained by the Medical Staff in accordance with paragraph (c) below.

- (b) SRH shall, at its own cost and expense obtain and maintain in full force and effect during the term of this Agreement, with carriers reasonably satisfactory to the City, the following insurance coverage: (i) workers' compensation insurance as required by the laws of the State of Alabama; and (ii) commercial general liability insurance, including broad form contractual liability coverage, with coverage at \$1,000,000.00 per occurrence and \$3,000,000.00 general aggregate, and the City named as an additional insured.
- (c) Concurrent with the execution of this Agreement, SRH shall have provided the City with current certificates of insurance evidencing the coverages required.
- (d) Any subcontractors or other independent contractors of SRH hired to provide or assist with any of the services contemplated by this Agreement shall be covered under the foregoing insurance policies, or such subcontractor or other independent contractor shall provide written proof to SRH and the City (subject to the City's reasonable satisfaction) of such subcontractor's or independent contractor's insurance coverage.

4. Relationship of Parties.

- (a) SRH and the City are independent of one another in the performance of this Agreement and shall not be considered or permitted to be an agent, servant, joint venture or partner of the other. All persons furnished, used, retained or hired by or on behalf of SRH shall be considered to be solely the employees or agents or designees of SRH. SRH agrees that (i) it is responsible for payment of any kind and all unemployment, social security, and other payroll taxes for its employees and agents, as applicable, including any related assessments and contributions required by law; and (ii) will assure by contractual provisions (subject to the City's reasonable approval) that any subcontractors and/or their designees shall provide that they be solely responsible for payment or any and all applicable unemployment, social security, and other payroll taxes for their employees and agents, to the same extent as set forth in (ii) from this same paragraph.
- (b) SRH and its employees shall abide by any and all federal and state laws in connection with any regulated employment practices throughout the term of this Agreement and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.
- (c) The Physician and Practitioner shall be solely responsible for his or her actions and/or omissions, as well as the actions and/or omissions of any agent or any employee used by such Physician (including without limitation any Nurse or other Health Professional) in connection with providing the Medical Services contemplated by this Agreement. Neither the City nor SRH shall have any control or involvement in the independent exercise of medical judgment by the Physician and/or Practitioner and/or any Nurse or other Health Professional.

5. Indemnification.

- (a) To the fullest extent permitted by law, SRH hereby agrees to indemnify, defend, and hold harmless the City, its subsidiaries, and the directors, officers, representatives, agents, and employees of each or any such entity, from and against any and all claims, losses, damages, expenses, attorney fees, demands, suits and causes of action of every kind and character and all other liabilities (collectively, "Claims") arising out of or in any way incident to, related to or in connection with the provision of services contemplated by this Agreement, any claim of wrongdoing or action or inaction by a Physician, a Practitioner or Medical Staff or anything related to the activities at SRH except to the extent such Claim arises from the negligent actions or inactions of the City which are not within SRH's reasonable control.

- (b) Should any Claim arise for which SRH may be liable under the terms of this Agreement, the City may defend against any such Claim in such manner as it may deem appropriate, and it may compromise or settle such Claim on such terms as it, in its sole discretion, deems to be appropriate after consultation with SRH.
 - (c) SRH shall promptly reimburse the City for the amount of all liabilities, damages, costs of settlement, fees, costs and expenses, including attorney's fees, incurred by the City in connection with the defense against, investigation of, and settlement of such Claim or litigation.
 - (d) If no settlement of any such Claim is made, SRH will satisfy any judgment rendered with respect to such Claim or in such litigation, before the City is required to do so, and will pay all costs and expenses, including attorney's fees, incurred by the City with respect thereto.
6. Other Health Professionals. The City agrees and acknowledges that Physician may from time to time have other Health Professionals, as defined in the next sentence, assist the Medical Staff and/or replace the Physician and/or Practitioner during his or her regularly scheduled time at the City's place of business (provided, however, that SRH will require the substitute Medical Staff to ensure that the services provided by replacement individuals do not exceed the scope of their professional training and licensure). "Health Professional" shall mean a duly licensed nurse, nurse practitioner, medical doctor and licensed physician's assistant.
7. Medical Records.
- (a) SRH shall maintain all medical records, x-rays or other imaging materials, slides, and medical data records relating to patients of SRH (the "Records") with respect to all of the patients and shall maintain such records in a professional manner consistent with the accepted standards of medical practice and in compliance with HIPAA privacy standards (to the extent such HIPAA privacy standards apply). All Records maintained by the Medical Staff in connection with this Agreement, except as otherwise provided by law, shall be the sole property of the Medical Staff and SRH.
 - (b) SRH shall retain the Records relating to each patient for the following prescribed periods:
 - (1) In the case of any patient who is at least eighteen (18) years of age as of the effective date hereof, ten (10) years from the anniversary date of the last patient encounter (or any longer period hereafter required by applicable state or federal law);
 - (2) In the case of any patient who is under the age of eighteen (18) years of age as of the effective date hereof, until the patient has reached an age of twenty-one (21) years, or ten (10) years from the anniversary date of the last patient encounter, whichever is later (or any longer period hereafter required by applicable state or federal law); and
 - (3) After the expiration of the applicable time period described in paragraphs 1 and 2, SRH shall dispose of the Records in a manner maintaining patient confidentiality and in accordance with applicable laws and regulations and standards of professional ethics governing the disposition of patient medical records.
 - (c) Upon request, SRH shall provide the City with the formulary and/or analysis of medications dispensed.
8. Quarterly Reports. SRH shall provide to the City, within a reasonable period of time, written reports with respect to the provision of Medical Services.

Article III – Compensation.

9. Fee. In full consideration for the services to be provided under this agreement, Orange Beach shall pay SRH \$160.00 per Patient Visit. For the purposes of this Agreement, "Patient Visit" includes all

appointments that are related to a single diagnosis, treatment and follow-up, regardless of the number of trips actually required of the patient.

- (a) There shall be no charge for patients who visit the clinic for vaccinations and/or immunizations.
- (b) Counseling services shall be billed at the rate of one hundred dollars (\$100.00) per hour.
- (c) Employees shall not be required to pay any co-pays or other fees for services.

10. Payment. The City agrees to compensate SRH at the rate for services performed at the agreed upon rate set forth above.

- (a) SRH shall submit regular invoices that contain an invoice number, date, description and date of services, fees, and other such information that may be required to the Human Resources Director, City of Orange Beach, PO Box 458, Orange Beach, AL 36561.
- (b) SRH shall be responsible for the accuracy of all bills submitted. The City shall promptly review the invoice and may decline to pay an invoice if: (1) it does not contain the information specified above; (2) the invoice (without reasonable cause) is received more than 30 days after the service was provided; or (3) there is an unresolved dispute over an item on the invoice.
- (c) All approved invoices shall be paid within 21 days of approval.

11. Medication Dispensing Fee. SRH shall invoice the City once per month for medications dispensed through SRH. The City shall be billed at a rate equal to the then existing rates provided by the vendor selected through the City's pharmacy benefit manager. Such invoice shall be delivered and paid in the same manner as SRH's normal monthly invoices are paid as set out herein. Vaccinations and immunizations shall be billed to the City at SRH's cost plus 10%. See attached Exhibit B for inventory list of medications and pricing.

Article IV – Term and Termination.

12. Agreement. This Agreement shall be for a term of one (1) year commencing on January 1, 2025, subject to earlier termination in accordance with this Agreement.

13. Termination for Default.

- (a) SRH may terminate this Agreement if the City defaults under the Agreement and fails to cure such default within fifteen (15) days after written notice thereof of a payment related default, or
- (b) within forty-five (45) days after written notice thereof of any other default unless otherwise stated herein.
- (b) The City may terminate this Agreement if SRH defaults under the Agreement and fails to cure such default within fifteen (15) days after written notice thereof; provided, however, if the default is not reasonably susceptible of being cured within such fifteen (15) day period, the cure period shall be extended for an additional thirty (30) days on the condition that SRH shall have commenced, within the original fifteen (15) day period, efforts to effect such cure.
- (c) Renegotiation. In the event there is any legal development, including without limitation, a change in Medicare, Medicaid, or other federal or state statutes, rules, regulations, principles or interpretations thereof, that renders any of the material terms of this Agreement unlawful or unenforceable (including any services rendered or compensation to be paid hereunder), or a definitive judicial or applicable state legal interpretation that substantially affects the arraignment in an adverse manner (collectively, a "Negative Legal Development") or any dispute as to any other matter hereunder, each party hereto shall have the immediate right upon notice to the other party (the "Notice") to initiate the renegotiation of the affected term or terms of this Agreement, so as to remedy the impacts of the Negative Legal Development or dispute in a manner that substantially maintains the then-existing economic relationships set forth herein, if it is legal to

accomplish the change while maintaining substantially such economic and governance relationship.

- (d) Alternative Dispute Resolution. The parties will make a good faith attempt to resolve any and all claims and disputes. Before resorting to litigation, the parties agree to participate in non-binding mediation conducted by a person who is registered and in good standing with the Alabama State Court Mediator roster. The costs of the mediation shall be borne equally by the parties. If the parties cannot agree on a mediator, the parties shall request the Circuit Court in Baldwin County to appoint a qualified mediator. Nothing herein shall preclude either party from seeking temporary injunctive relief from a court of competent jurisdiction.

14. Effect of Expiration or Termination. The expiration or the termination of this Agreement shall not affect the obligation of the City to pay compensation to SRH for outstanding invoices for the period prior to such expiration or termination and shall not affect the obligation of SRH to provide monthly reports for the period prior to the effective date of such expiration or termination. The indemnity obligations of this Agreement shall survive the termination of this Agreement for a period of two (2) years.

Article V – Miscellaneous.

15. Notice. All notices and other communications permitted or required pursuant to this Agreement shall be in writing, addressed to the parties at the addresses set out herein, or to such other addresses as the parties may designate from time to time in accordance with this Agreement. All notices and other communications shall be (a) mailed by certified or registered mail, return receipt requested, postage pre-paid, (b) or personally delivered. Notices mailed shall be deemed given as of three (3) days after the official U.S. postmark date and notices personally delivered shall be deemed given at the time of receipt.

Notices shall be sent as follows:

To the City:	City Clerk City of Orange Beach, Alabama PO Box 458 Orange Beach, AL 36561
W/Required Copy to:	City Attorney City of Orange Beach, Alabama PO Box 458 Orange Beach, AL 36561
To SRH:	Coastal 3 Holdings, LLC d/b/a Southern Rapid Healthcare Attn: Shelia Stephens 4223 Orange Beach Boulevard Orange Beach, AL 36561

16. Entire Agreement. This Agreement constitutes the entire Agreement between the City and SRH with respect to the subject matter hereof and supersedes all prior agreements. This Agreement shall not be amended or waived, in whole or in part, except in writing signed by the Mayor and approved by the City Council and SRH.
17. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Alabama.

18. Access to Business Books and Records. SRH agrees to provide access to their books and records to the City during normal business hours.
19. Successors. This Agreement is binding upon the parties and their successors, but shall not be transferrable. The City shall have the right to terminate this Agreement if there is a change in ownership. SRH shall, within seven (7) days of any change in ownership, provide notice of such change to the City.

IN WITNESS WHEREOF, the City and SRH have executed and delivered this Agreement as follows:

CITY OF ORANGE BEACH, ALABAMA
An Alabama Class 8 Municipal Corporation

By: Tony Kennon, Mayor

ATTEST:

City Clerk

COASTAL 3 HOLDINGS, LLC d/b/a
SOUTHERN RAPID HEALTHCARE
An Alabama Limited Liability Corporation

By: _____
Shelia Stephens, CRNP

By: _____
Julie Murphy, CRNP

By: _____
Elizabeth Michon, CRNP

STATE OF ALABAMA
COUNTY OF BALDWIN

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

Given under my hand and seal this ____ day of December, 2024.

Notary Public
My Commission Expires: _____

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned Notary Public in and for said County in said State, hereby certify that Shelia Stephens, whose name as Officer of Coastal 3 Holdings, LLC d/b/a Southern Rapid Healthcare, an Alabama limited liability corporation, is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day, that being informed of the contents of the above and foregoing, and being duly sworn under oath, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and seal this ____ day of December, 2024.

Notary Public
My Commission Expires: _____

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned Notary Public in and for said County in said State, hereby certify that Julie Murphy, whose name as Officer of Coastal 3 Holdings, LLC d/b/a Southern Rapid Healthcare, an Alabama limited liability corporation, is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day, that being informed of the contents of the above and foregoing, and being duly sworn under oath, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and seal this ____ day of December, 2024.

Notary Public
My Commission Expires: _____

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned Notary Public in and for said County in said State, hereby certify that Elizabeth Michon, whose name as Officer of Coastal 3 Holdings, LLC d/b/a Southern Rapid Healthcare, an Alabama limited liability corporation, is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day, that being informed of the contents of the above and foregoing, and being duly sworn under oath, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and seal this ____ day of December, 2024.

Notary Public
My Commission Expires: _____



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 3, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a medical services agreement with South Baldwin Medical Group, dba Baldwin Health Primary and Urgent Care - Orange Beach. (JL)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-17-24 24-xxx Authorize Medical Services Agreement South Baldwin Medical Group
2. 2024.11.27 Medical Services Agreement South Baldwin Medical Group

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
MEDICAL SERVICES AGREEMENT WITH
SOUTH BALDWIN MEDICAL GROUP
(DBA BALDWIN HEALTH PRIMARY AND URGENT CARE - ORANGE BEACH)**

FINDINGS:

1. The City of Orange Beach and South Baldwin Medical Group, doing business as Baldwin Health Primary and Urgent Care - Orange Beach, have reached an Agreement (attached Exhibit A) whereby South Baldwin Medical Group will provide healthcare plan services established by the City for its employees, covered spouses, and dependents enrolled in the city's health plan.
2. After having reviewed said Agreement, the City Council has determined the terms are in the best interests of the City of Orange Beach, Alabama.

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

1. That the Mayor and City Clerk are hereby authorized to execute and attest, respectively, the agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and South Baldwin Medical Group 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 17th DAY OF DECEMBER, 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 December 17, 2024.

City Clerk

MEDICAL SERVICES AGREEMENT

This Agreement is by and between the City of Orange Beach, an Alabama Class 8 municipality ("City" or "Orange Beach") and South Baldwin Medical Group d/b/a Baldwin Health Primary and Urgent Care- Orange Beach ("Baldwin Health"):

Article I – Recitals.

Orange Beach has established a health care plan (the "Plan") for certain of its employees, their spouses and dependents (the "Qualified Participants"), and wishes to engage Baldwin Health under this Agreement to provide Medical Services as described herein. Orange Beach designates its Human Resources Director as the person responsible for the administration of this Agreement.

Baldwin Health is a health services provider qualified to provide the services set forth in this Agreement. _____ (is/are) the officer(s) responsible for the administration of this Agreement and each are authorized to execute the Agreement on behalf of Baldwin Health.

Article II – Services, Facility, Equipment and Insurance.

1. **Services.** Upon execution and the delivery of this Agreement, Baldwin Health shall provide a medical clinic for the use and benefit of the Qualified Participants. Baldwin Health shall provide at its sole expense, a staff of medical professionals (collectively, the "Medical Staff") on site, consisting of not less than one physician, three nurse practitioners, and sufficient support staff to render general services. Any change in Physician or Practitioners shall be immediately reported to the City.
 - (a) **Scheduling of Services.** Services will be available at Baldwin Health on a schedule that accommodates the City's work calendar, with initial hours of operation from 8:00 a.m. until 6:00 p.m. Monday through Friday and 8:00 a.m. until 2:00 p.m. Saturday and Sunday, subject to mutually approved adjustments to maximize utilization as agreed upon by written modification to this agreement. Scheduling will be made by appointment and walk-ins will be accommodated. Appointments will be made using twenty-minute time slots.
 - (b) **Onsite Medication Dispensing.** Based upon the utilization of medications derived from an analysis of the City's claims data and the City's formulary, Baldwin Health will provide pre-packaged medications to be dispensed from Baldwin Health to the City's employees based upon the Medical Staff's orders for prescription medications. Baldwin Health shall also provide vaccination and immunization.
 - (c) **Laboratory Testing.** Lab tests ordered by the Medical Staff shall be performed By Labcorp or sent to another qualified laboratory, who will act as sub-contractor to Baldwin Health. The Medical Staff at Baldwin Health will perform the collection of testing samples prior to sending such samples to an offsite, qualified laboratory. Once the testing is complete, reports will be made available to the patients for their own use and/or made available through referral to other Physicians determined by the patients. The Medical Staff will provide any explanation of the results as desired by the patients and/or as deemed necessary by the Medical Staff immediately upon receipt thereof.
 - (d) **Physical Facility.** Unless otherwise allowed by written amendment to this contract, all services will be provided at Baldwin Health's medical facility in Orange Beach located at 25908 Canal Road Suite D, at Baldwin Health's sole expense.
 - (e) **Equipment and Supplies.** Baldwin Health will be responsible for all equipment and supplies used for the services.
2. **Standards of Medical Staff Performance.**

- (a) The Medical Staff shall perform the services according to the accepted standard of medical care prevailing in the local medical community at the time of treatment.
- (b) The Physician shall be available for in person appointments, supervise and direct the Practitioners, and both the Physician and the Practitioners shall supervise and direct other members of the Medical Staff, including nurses, medical assistants and administrative staff.
- (c) The Physician shall comply with all applicable laws and regulations with respect to the licensing and the regulation of Physicians, the privacy of patients, any other rights of patients or the practice of medicine, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as applicable, and any other laws relating to employment matters or environmental safety.
- (d) The Practitioners and staff, under the guidance of the Physician shall provide medical services in a manner consistent with all applicable laws and regulations and in a professional manner consistent with the accepted standard of medical care prevailing in the medical community including but not limited to patient confidentiality and HIPAA.
- (e) The Physician and Practitioners shall maintain, during the term of this Agreement, appropriate credentials including:
 - (1) A duly issued and active license to practice medicine and prescribe and dispense medications in the State of Alabama;
 - (2) A good standing with his or her profession and state professional association;
 - (3) The absence of any license restriction, revocation, or suspension;
 - (4) The absence of any involuntary restriction placed on his or her federal DEA registration; and
 - (5) A duly issued and active registration for the Physician for the oversight of the Practitioners as necessary.
- (f) Baldwin Health shall provide current copies of all active required credentials to the City within 14 days of execution of this agreement and continuing upon the expiration and renewal of any credentials.
- (g) Practitioners or staff shall return all phone calls no later than the first business day following receipt of the call. All prescription refills shall be completed within 7 days of request from patient. In the event either of the timelines herein are not met, a written explanation shall be documented and presented to the City upon request.
- (h) Baldwin Health shall require any Physician or Practitioners to remove and promptly replace any member of the Medical Staff who has his or her professional license restricted, revoked, or suspended; has committed or is charged with the commission of a felony; is no longer in good standing with his or her professional or state licensing authority; or is denied or loses professional liability insurance coverage.
- (i) Baldwin Health further agrees to immediately notify the City in writing if any Physician, Practitioner or other Medical Staff becomes subject to any material litigation, investigation or regulatory proceeding with regard to medical malpractice or any other medical regulatory issues including Medicare/Medicaid reimbursement, fraud or abuse. Failure to comply with this section shall constitute breach of this agreement and shall be grounds for termination by the City. Upon termination of this agreement pursuant to this section, City shall provide 30 day notice.

3. Insurance.

- (a) Baldwin Health shall maintain throughout the term of this Agreement, professional liability insurance covering the acts and omissions of the Medical Staff with a carrier reasonably

satisfactory to the City in the minimum annual coverage amounts of \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate. The City shall be named as an additional insured under the policy. Baldwin Health shall provide the City proof of such professional liability insurance maintained by the Medical Staff in accordance with paragraph (c) below.

- (b) Baldwin Health shall, at its own cost and expense obtain and maintain in full force and effect during the term of this Agreement, with carriers reasonably satisfactory to the City, the following insurance coverage: (i) workers' compensation insurance as required by the laws of the State of Alabama; and (ii) commercial general liability insurance, including broad form contractual liability coverage, with coverage at \$1,000,000.00 per occurrence and \$3,000,000.00 general aggregate, and the City named as an additional insured.
- (c) Concurrent with the execution of this Agreement, Baldwin Health shall have provided the City with current certificates of insurance evidencing the coverages required.
- (d) Any subcontractors or other independent contractors of Baldwin Health hired to provide or assist with any of the services contemplated by this Agreement shall be covered under the foregoing insurance policies, or such subcontractor or other independent contractor shall provide written proof to Baldwin Health and the City (subject to the City's reasonable satisfaction) of such subcontractor's or independent contractor's insurance coverage.

4. Relationship of Parties.

- (a) Baldwin Health and the City are independent of one another in the performance of this Agreement and shall not be considered or permitted to be an agent, servant, joint venture or partner of the other. All persons furnished, used, retained or hired by or on behalf of Baldwin Health shall be considered to be solely the employees or agents or designees of Baldwin Health. Baldwin Health agrees that (i) it is responsible for payment of any kind and all unemployment, social security, and other payroll taxes for its employees and agents, as applicable, including any related assessments and contributions required by law; and (ii) will assure by contractual provisions (subject to the City's reasonable approval) that any subcontractors and/or their designees shall provide that they be solely responsible for payment or any and all applicable unemployment, social security, and other payroll taxes for their employees and agents, to the same extent as set forth in (ii) from this same paragraph.
- (b) Baldwin Health and its employees shall abide by any and all federal and state laws in connection with any regulated employment practices throughout the term of this Agreement and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.
- (c) The Physician and Practitioner shall be solely responsible for his or her actions and/or omissions, as well as the actions and/or omissions of any agent or any employee used by such Physician (including without limitation any Nurse or other Health Professional) in connection with providing the Medical Services contemplated by this Agreement. Neither the City nor Baldwin Health shall have any control or involvement in the independent exercise of medical judgment by the Physician and/or Practitioner and/or any Nurse or other Health Professional.

5. Indemnification.

- (a) To the fullest extent permitted by law, Baldwin Health hereby agrees to indemnify, defend, and hold harmless the City, its subsidiaries, and the directors, officers, representatives, agents, and employees of each or any such entity, from and against any and all claims, losses, damages, expenses, attorney fees, demands, suits and causes of action of every kind and character and all other liabilities (collectively, "Claims") arising out of or in any way incident to, related to or in connection with the provision of services contemplated by this Agreement, any claim of

wrongdoing or action or inaction by a Physician, a Practitioner or Medical Staff or anything related to the activities at Baldwin Health except to the extent such Claim arises from the negligent actions or inactions of the City which are not within Baldwin Health's reasonable control.

- (b) Should any Claim arise for which Baldwin Health may be liable under the terms of this Agreement, the City may defend against any such Claim in such manner as it may deem appropriate, and it may compromise or settle such Claim on such terms as it, in its sole discretion, deems to be appropriate after consultation with Baldwin Health.
 - (c) Baldwin Health shall promptly reimburse the City for the amount of all liabilities, damages, costs of settlement, fees, costs and expenses, including attorney's fees, incurred by the City in connection with the defense against, investigation of, and settlement of such Claim or litigation.
 - (d) If no settlement of any such Claim is made, Baldwin Health will satisfy any judgment rendered with respect to such Claim or in such litigation, before the City is required to do so, and will pay all costs and expenses, including attorney's fees, incurred by the City with respect thereto.
6. Other Health Professionals. The City agrees and acknowledges that Physician may from time to time have other Health Professionals, as defined in the next sentence, assist the Medical Staff and/or replace the Physician and/or Practitioner during his or her regularly scheduled time at the City's place of business (provided, however, that Baldwin Health will require the substitute Medical Staff to ensure that the services provided by replacement individuals do not exceed the scope of their professional training and licensure). "Health Professional" shall mean a duly licensed nurse, nurse practitioner, medical doctor and licensed physician's assistant.
7. Medical Records.
- (a) Baldwin Health shall maintain all medical records, x-rays or other imaging materials, slides, and medical data records relating to patients of Baldwin Health (the "Records") with respect to all of the patients and shall maintain such records in a professional manner consistent with the accepted standards of medical practice and in compliance with HIPAA privacy standards (to the extent such HIPAA privacy standards apply). All Records maintained by the Medical Staff in connection with this Agreement, except as otherwise provided by law, shall be the sole property of the Medical Staff and Baldwin Health.
 - (b) Baldwin Health shall retain the Records relating to each patient for the following prescribed periods:
 - (1) In the case of any patient who is at least eighteen (18) years of age as of the effective date hereof, ten (10) years from the anniversary date of the last patient encounter (or any longer period hereafter required by applicable state or federal law);
 - (2) In the case of any patient who is under the age of eighteen (18) years of age as of the effective date hereof, until the patient has reached an age of twenty-one (21) years, or ten (10) years from the anniversary date of the last patient encounter, whichever is later (or any longer period hereafter required by applicable state or federal law); and
 - (3) After the expiration of the applicable time period described in paragraphs 1 and 2, Baldwin Health shall dispose of the Records in a manner maintaining patient confidentiality and in accordance with applicable laws and regulations and standards of professional ethics governing the disposition of patient medical records.
 - (c) Upon request, Baldwin Health shall provide the City with the formulary and/or analysis of medications dispensed.

8. Quarterly Reports. Baldwin Health shall provide to the City, within a reasonable period of time, written reports with respect to the provision of Medical Services.

Article III – Compensation.

9. Fee. In full consideration for the services to be provided under this agreement, Orange Beach shall pay Baldwin Health \$160.00 per Patient Visit. For the purposes of this Agreement, “Patient Visit” includes all appointments that are related to a single diagnosis, treatment and follow-up, regardless of the number of trips actually required of the patient.
 - (a) There shall be no charge for patients who visit the clinic for vaccinations and/or immunizations.
 - (b) Counseling services shall be billed at the rate of one hundred dollars (\$100.00) per hour.
 - (c) Employees shall not be required to pay any co-pays or other fees for services.
10. Payment. The City agrees to compensate Baldwin Health at the rate for services performed at the agreed upon rate set forth above.
 - (a) Baldwin Health shall submit regular invoices that contain an invoice number, date, description and date of services, fees, and other such information that may be required to the Human Resources Director, City of Orange Beach, PO Box 458, Orange Beach, AL 36561.
 - (b) Baldwin Health shall be responsible for the accuracy of all bills submitted. The City shall promptly review the invoice and may decline to pay an invoice if: (1) it does not contain the information specified above; (2) the invoice (without reasonable cause) is received more than 30 days after the service was provided; or (3) there is an unresolved dispute over an item on the invoice.
 - (c) All approved invoices shall be paid within 21 days of approval.
11. Medication Dispensing Fee. Baldwin Health shall invoice the City once per month for medications dispensed through Baldwin Health. The City shall be billed at a rate equal to the then existing rates provided by the vendor selected through the City’s pharmacy benefit manager. Such invoice shall be delivered and paid in the same manner as Baldwin Health normal monthly invoices are paid as set out herein. Vaccinations and immunizations shall be billed to the City at Baldwin Health’s cost plus 10%. See attached Exhibit B for inventory list of medications and pricing.

Article IV – Term and Termination.

12. Agreement. This Agreement shall be for a term of one (1) year commencing on January 1, 2025, subject to earlier termination in accordance with this Agreement.
13. Termination for Default.
 - (a) Baldwin Health may terminate this Agreement if the City defaults under the Agreement and fails to cure such default within fifteen (15) days after written notice thereof of a payment related default, or (b) within forty-five (45) days after written notice thereof of any other default unless otherwise stated herein.
 - (b) The City may terminate this Agreement if Baldwin Health defaults under the Agreement and fails to cure such default within fifteen (15) days after written notice thereof; provided, however, if the default is not reasonably susceptible of being cured within such fifteen (15) day period, the cure period shall be extended for an additional thirty (30) days on the condition that Baldwin Health shall have commenced, within the original fifteen (15) day period, efforts to effect such cure.
 - (c) Renegotiation. In the event there is any legal development, including without limitation, a change in Medicare, Medicaid, or other federal or state statutes, rules, regulations, principles or interpretations thereof, that renders any of the material terms of this Agreement unlawful or

unenforceable (including any services rendered or compensation to be paid hereunder), or a definitive judicial or applicable state legal interpretation that substantially affects the arraignment in an adverse manner (collectively, a “Negative Legal Development”) or any dispute as to any other matter hereunder, each party hereto shall have the immediate right upon notice to the other party (the “Notice”) to initiate the renegotiation of the affected term or terms of this Agreement, so as to remedy the impacts of the Negative Legal Development or dispute in a manner that substantially maintains the then-existing economic relationships set forth herein, if it is legal to accomplish the change while maintaining substantially such economic and governance relationship.

- (d) Alternative Dispute Resolution. The parties will make a good faith attempt to resolve any and all claims and disputes. Before resorting to litigation, the parties agree to participate in non-binding mediation conducted by a person who is registered and in good standing with the Alabama State Court Mediator roster. The costs of the mediation shall be borne equally by the parties. If the parties cannot agree on a mediator, the parties shall request the Circuit Court in Baldwin County to appoint a qualified mediator. Nothing herein shall preclude either party from seeking temporary injunctive relief from a court of competent jurisdiction.

14. Effect of Expiration or Termination. The expiration or the termination of this Agreement shall not affect the obligation of the City to pay compensation to Baldwin Health for outstanding invoices for the period prior to such expiration or termination and shall not affect the obligation of Baldwin Health to provide monthly reports for the period prior to the effective date of such expiration or termination. The indemnity obligations of this Agreement shall survive the termination of this Agreement for a period of two (2) years.

Article V – Miscellaneous.

15. Notice. All notices and other communications permitted or required pursuant to this Agreement shall be in writing, addressed to the parties at the addresses set out herein, or to such other addresses as the parties may designate from time to time in accordance with this Agreement. All notices and other communications shall be (a) mailed by certified or registered mail, return receipt requested, postage pre-paid, (b) or personally delivered. Notices mailed shall be deemed given as of three (3) days after the official U.S. postmark date and notices personally delivered shall be deemed given at the time of receipt.

Notices shall be sent as follows:

To the City:	City Clerk City of Orange Beach, Alabama PO Box 458 Orange Beach, AL 36561
W/Required Copy to:	City Attorney City of Orange Beach, Alabama PO Box 458 Orange Beach, AL 36561
To SRH:	South Baldwin Medical Group d/b/a Baldwin Health Primary and Urgent Care- Orange Beach Attn: _____ 25908 Canal Road, Suite D Orange Beach, AL 36561

16. Entire Agreement. This Agreement constitutes the entire Agreement between the City and Baldwin Health with respect to the subject matter hereof and supersedes all prior agreements. This Agreement shall not be amended or waived, in whole or in part, except in writing signed by the Mayor and approved by the City Council and Baldwin Health.
17. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Alabama.
18. Access to Business Books and Records. Baldwin Health agrees to provide access to their books and records to the City during normal business hours.
19. Successors. This Agreement is binding upon the parties and their successors, but shall not be transferrable. The City shall have the right to terminate this Agreement if there is a change in ownership. Baldwin Health shall, within seven (7) days of any change in ownership, provide notice of such change to the City.

IN WITNESS WHEREOF, the City and Baldwin Health have executed and delivered this Agreement as follows:

CITY OF ORANGE BEACH, ALABAMA
An Alabama Class 8 Municipal Corporation

By: Tony Kennon, Mayor

ATTEST:

City Clerk

SOUTH BALDWIN MEDICAL GROUP d/b/a
BALDWIN HEALTH PRIMARY AND URGENT
CARE- ORANGE BEACH
An Alabama Limited Liability Corporation

By: _____

STATE OF ALABAMA
COUNTY OF BALDWIN

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

Given under my hand and seal this ____ day of December, 2023.

Notary Public
My Commission Expires: _____

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned Notary Public in and for said County in said State, hereby certify that _____, whose name(s) as Officer(s), of South Baldwin Medical Group d/b/a Baldwin Health Primary and Urgent Care- Orange Beach, an Alabama limited liability corporation, (is/are) signed to the foregoing Agreement, and who (is/are) known to me, acknowledged before me on this day, that being informed of the contents of the above and foregoing, and being duly sworn under oath, they, as such officer(s) and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and seal this ____ day of December, 2024.

Notary Public
My Commission Expires: _____



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 3, 2024**

Departments: City Clerk

Description of Topic: Resolution appointing members to the Employees' Leave Bank Committee. (VP)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-17-24 24-xxx Appoint Leave Bank Committee Dichiara Wong

RESOLUTION NO. 24-xxx

**A RESOLUTION APPOINTING MEMBERS TO THE
EMPLOYEES' LEAVE BANK COMMITTEE**

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

1. That Brianne Dichiara is hereby appointed to serve on the Employee's Leave Bank Committee for a two (2) year term beginning on January 1, 2025, and ending December 31, 2026;
2. That Kristin Wong is hereby appointed to serve on the Employee's Leave Bank Committee for a two (2) year term beginning on January 1, 2025, and ending December 31, 2026;
3. That it be reaffirmed that the following persons have been appointed to the Employee's Leave Bank Committee for the terms set out below:

Ford Handley, City Administrator / Finance Director, Permanent Member

Vicki Pishna, Human Resources Director, Permanent Member

Chandler Dick, term ending December 31, 2025

Joe Brown, term ending December 31, 2025

4. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 17th DAY OF DECEMBER, 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 December 17, 2024.

City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 3, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing the sole source purchase of a Lifeguard Tower from Bausch Enterprises, Inc., for the Surf Rescue Division of the Fire Department in an amount not to exceed \$88,810. (JS/BL)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-17-24 24-xxx Authorize Purchase Lifeguard Tower Fire Sole Source
2. 2024.08.28 Quote - Fire - Bausch LifeguardTower

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING THE SOLE SOURCE PURCHASE OF A
LIFEGUARD TOWER FROM BAUSCH ENTERPRISES, INC., FOR THE
SURF RESCUE DIVISION OF THE FIRE DEPARTMENT
IN AN AMOUNT NOT TO EXCEED \$88,810**

FINDINGS:

1. The City of Orange Beach's Surf and Rescue Division of the Fire Department provides lifeguards and related services on the beaches that border the Gulf of Mexico within the City, on beaches outside the corporate limits pursuant to a contract with the State Department of Conservation and Natural Resources.
2. Lifeguards are tasked with working in a harsh work environment with outdoor elements of extreme heat, wind, rain, etc. All of these elements make it difficult for proper water observations to be conducted over an extended period of time. Fortified lifeguard towers provide a more sustainable work environment.
3. This tower is modular so that it can be disassembled and moved for storage in tropical storm-level weather. It will replace lifeguard towers made of wood and built in house.
4. The City Attorney has advised that to qualify as a sole source under Alabama's bid laws, the goods or service offered must be unique; the uniqueness must be substantially related to the intended purpose, use and performance of the product; and there must be a showing that other, similar goods or services cannot perform the desired objectives.
5. Based on the foregoing, the Council finds that no other vendors offer substantially equivalent products that can accomplish the purpose of serving as a modular fortified lifeguard tower, and that the need for this lifeguard tower is critical to public health and safety.
6. Council concludes that the Department has met its burden of proof under the bid law to demonstrate that Bausch Enterprises, Inc., is the sole supplier of a modular fortified lifeguard tower meeting the Department's specifications and that the Department has acted in good faith in seeking alternate suppliers.

NOW, THEREFORE, 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 sole source purchase of a Lifeguard Tower for the Fire Department;
2. That the Mayor is hereby authorized to approve payment to Bausch Enterprises, Inc., in an amount not to exceed \$88,810.00 for a Bausch "Zero" Watch Tower, per the quote dated August 28, 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 immediately upon its adoption.

ADOPTED THIS 17th DAY OF DECEMBER, 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 December 17, 2024.

City Clerk



Bausch Watch Tower Division



QUOTE

Bausch Enterprises Inc.
3171 SE Waaler Street
Stuart, FL 34997
772.220.6652

DATE: AUGUST 28, 2024

EXPIRATION DATE: November 30, 2024

Brett Lesinger
Beach Safety Division Chief
City of Orange Beach Alabama
(251)747-1051

SALESPERSON	JOB	INSTALLATION METHODS	DELIVERY ESTIMATE	DELIVERY DATE	PAYMENT TERMS	DUE DATE
Todd B.	Zero #2	Crane or forklift needed for assembly & installation.	TBD	TBA	To be negotiated	TBD

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Bausch "Zero" Watch Tower, standard package (please see attached description)	\$67,900	\$67,900
1	Delivery Charge to your site	\$2175	\$2175
2	Side ventilation hatches to open inward	included	N/C
1	Aluminum powder coated Board Box	\$3525	\$3525
1	Additional 12" Center skid	\$795	\$795
1	Additional Flag Receivers	\$55	\$55
2	Accordion Shutters for Door Windows	\$520	\$1040
1	Solar Charging System with Battery, Controller, and USB Ports	\$1495	\$1495
2	Under Counter Storage Cabinets	\$820	\$1640
	Standard Package on Zero Tower		
	Marine grade aluminum construction		

	Embossed composite decking on 12' by 12' aluminum deck			
	Anodized Aluminum Railing upgrade			
	Three piece aluminum skinned roof with insulation			
	2-30" Aluminum doors with impact glass windows and SS handles			
	Three- 15 degree tint in glass impact windows with folding shutters (inside locking) 36" tall with 50 square feet of viewing area			
	2 ventilation hatches includes front vent / seat combination			
	2 side ventilation hatches below side windows			
	8 foot deck elevation			
	Exterior and interior walls powder coated white with clear ceramic coating on the exterior			
	Composite front counter			
	49 square foot floor plan with angled windows and walls for decreased glare			
	All stainless steel fasteners and 4 SS lifting eyes on shelter			
	Flag holder			
	Sits on two 12" wide aluminum skids with 4 towing eyes			
				SUBTOTAL
				\$78,625
				SALES TAX
				Exempt
				TOTAL
				\$78,625

Quotation prepared by: Todd Bausch

To accept this quotation, sign here and return: _____

Date: _____

Thank you!





**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 3, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of an agreement with VITALEXAM, LLC, for comprehensive medical exams for Orange Beach Fire Department personnel. (JS/NB)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-17-24 24-xxx Authorize Service Agreement VitalExam Fire Physical Exams
2. 2024.11.21 Service Agreement VitalExam Fire Physical Exams

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF AN
AGREEMENT WITH VITALEXAM, LLC
FOR COMPREHENSIVE MEDICAL EXAMS FOR
ORANGE BEACH FIRE DEPARTMENT PERSONNEL**

FINDINGS:

1. The Fire Chief wishes to provide his first responder personnel with physical examinations and testing to determine their fitness-for-duty pursuant to the requirements of the National Fire Protection Association (“NFPA”) in NFPA 1582 - Standard on Comprehensive Occupational Medical Program for Fire Departments; NFPA 1583 - Standard on Health Related Fitness Programs for Fire Department Members; and IAFF/IAFC Fire Service Joint Labor Management Wellness Fitness Initiative (WFI).
2. VITALExam, LLC, is a Florida Limited Liability Company with personal knowledge and experience in such matters able to provide those services to the City in a professional and competent manner.
3. The City has reached an Agreement (attached Exhibit A) wherein VITALExam, LLC, will perform the above-referenced services under the terms and conditions listed within said Agreement.
4. After having reviewed the agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

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

ADOPTED THIS 17th DAY OF DECEMBER, 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 December 17, 2024.

City Clerk

CONTRACT

AGREEMENT BETWEEN THE CITY OF ORANGE BEACH AND VITALEXAM, LLC TO PROVIDE PROFESSIONAL CONSULTING AND RELATED SERVICES FOR EMPLOYEE PHYSICAL EXAMINATIONS 2024

THIS AGREEMENT is made and entered into as of the ____ day of December, 2024, by and between the City of Orange Beach, an Alabama municipal corporation located at 4099 Orange Beach Boulevard, Orange Beach, AL 36561 (hereinafter sometimes referred to as the "City" or the "Client"), and VITALExam, LLC, a Florida limited liability company located at 945 West Michigan Avenue, Suite 10B, Pensacola, Florida 32505 (hereinafter referred to as the "Consultant"), whereby the Consultant will provide professional consulting and related services to the Client as hereinafter specified, through individuals possessing a high degree of professional skill where the personality of the individual will play a decisive role and which is thereby exempt from the Alabama Competitive Bid Law, Ala. Code §41-16-51(a)(3) (1975), for the consideration as set forth herein as follows:

WHEREAS, the Client desires to have performed physical examinations and testing of City of Orange Beach first responders to determine their fitness-for-duty, which the City believes will promote the efficient operation of government; and

WHEREAS, Consultant has made a proposal to the Client to provide such professional consulting services and has represented to the Client that it is staffed with personnel knowledgeable and experienced in such matters as to be able to provide those services to the Client in a professional and competent manner; and

WHEREAS, Client has selected and desires to contract with Consultant to provide such services.

NOW, THEREFORE, this agreement is made and entered into on the date first above written by and between the Client and Consultant, as follows:

- 1. Scope of Services:** Consultant agrees, for the consideration as stated herein, to provide professional consulting and related services to the Client in regard to physical examinations and testing of Orange Beach Fire Department firefighters as more particularly set forth in EXHIBIT A: "Statement of Work" AND in Consultant's proposal to Client as set forth in EXHIBIT B: "VITALExam Quote 2025", each of which is adopted and incorporated herein by reference, except to the extent of a conflict with the terms and conditions herein, in which case the provisions herein shall prevail.
- 2. Time of Performance/Term:** Consultant agrees to provide services on a date agreed upon with the Client's designee and to complete its commitments within 12 months of the execution of this agreement. This contract shall be valid for a term of one year from the date of entered.
- 3. Compensation:** The Client agrees to pay Consultant for each physical exam administered, at a rate of \$665 per exam as indicated in Exhibit B. If a scheduled exam is missed due to the patient failing to show at the scheduled time or failing to provide at least 48 hours' notice of cancellation, the Client shall be responsible for the full cost of the exam as outlined in this Agreement. This amount shall be invoiced by the Consultant and payable by the Client under the same terms as other invoices. Payment shall be made to Consultant within thirty (30) days after receipt of invoice.
- 4. Client Responsibilities:** Client shall:

- a. Provide a list of all personnel to be tested. This list shall be provided at least two weeks prior to the date exams are scheduled to commence. Such list shall include each individual's **legal name**, gender, date of birth, email address, and contact phone number;
 - b. Provide access to its personnel to be tested and examined;
 - c. Assist with scheduling the testing of its personnel; and
 - d. Provide facilities and certain equipment in which the Consultant shall conduct testing and examination, as further specified in Exhibit A.
- 5. Confidentiality:** Consultant shall comply with all applicable federal, state, and local laws regarding medical information, records, test results, and any other data connected from City of Orange Beach employees. Contractor (including its employees, agents, subcontractors) acknowledges that all confidential or protected business and/or personal information ("Protected Information") that it may obtain while performing services for the City, is deemed confidential and proprietary to the City. During Contractor's tenure with the City, Contractor agrees to use Protected Information only and strictly as required to perform its services on behalf of the City. Contractor will not disclose Protected Information to any person or entity without the prior written consent of the City and the written agreement of any third party. Contractor agrees to refer any request for public information or records to the City Clerk, who is the custodian of records for the City and is responsible for the disclosure of public records in accordance with the public records laws of the state. Contractor agrees that it will not duplicate or incorporate Protected Information into its own records or databases and that after the conclusion of its services to the City all Protected Information in the Contractor's possession will be turned over to the City. Contractor agrees not to disclose, use, transfer, or transmit the information to any person or entity for any purpose whatsoever. This includes records, passwords, access codes, manuals, statistics, software, audio/video recordings, or storage disks of any kind containing Protected Information.
- 6. Reports:** Consultant shall furnish a final written report to the Client upon completion of the services. Notwithstanding the foregoing, all patient medical information and related records will be strictly confidential between the employee and Consultant.
- 7. Insurance:** Consultant shall maintain workers' compensation, employer's liability, auto liability, commercial general liability, and professional liability insurance policies throughout the duration of this agreement, each in an amount acceptable to the Client. Upon request by the Client, Consultant shall provide Client with one or more certificates of insurance evidencing such coverage and naming the Client as an additional insured.
- 8. Notices:** The representative of the City of Orange Beach for this agreement shall be Tony Kennon, Mayor, City of Orange Beach. Any notices required shall be in writing and be sent either by U.S. Mail or by email to the addresses below:

Notice to Client

Tony Kennon, Mayor
City of Orange Beach
4099 Orange Beach Boulevard
Orange Beach, AL 36561

Notice to Consultant

Marci Vitale, CEO
VITALExam
945 W Michigan Ave, Suite 10B
Pensacola, FL 32505

- 9. Authorization to Execute:** Each party hereby guarantees, warrants, and represents to the other that the individual or individuals signing this Agreement on behalf of such party have the power,

authority and legal capacity to sign this Agreement.

- 10. Force Majeure:** Neither party to this Agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

11. Independent Contractor:

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

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

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

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

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

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

- 17. Severability:** The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid or unenforceable, by a Court decision, statute or rule, such

rendering shall not affect the remainder of this Agreement. This section shall survive termination of the agreement.

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

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

VITALEXAM, LLC

CITY OF ORANGE BEACH

By: _____
Marci Vitale, CEO

By: _____
Tony Kennon, Mayor

ATTEST:

Renee Eberly, City Clerk

EXHIBIT A
STATEMENT OF WORK

1. Exam Requirements: Consultant will perform comprehensive medical exams for Orange Beach Fire Department personnel pursuant to guidelines set forth by, but not limited to, the National Fire Protection Association (“NFPA”) in NFPA 1582 - Standard on Comprehensive Occupational Medical Program for Fire Departments; NFPA 1583 - Standard on Health Related Fitness Programs for Fire Department Members; and IAFF/IAFC Fire Service Joint Labor Management Wellness Fitness Initiative (WFI). Exams will include a health risk assessment and a complete medical history review to determine any health conditions that would prevent, or could be aggravated by, the employee performing their duties. The medical history shall also include any significant changes, job-related exposures, and new symptoms since the previous medical evaluation. Unless Client agrees to exempt certain tasks for specific exams, the services to be provided will consist of the following tasks:
 - a. Physical Examination by Licensed Healthcare Practitioner
 - i. Full medical history review and current health assessment
 1. Previous occupational exposures, vaccinations, medications
 2. PTSI and behavioral health screening
 3. Sleep assessment screening
 - ii. Full-body physical examination
 1. Titmus V4 vision screening (near/far acuity, color, peripheral, depth perception)
 2. Vital signs
 3. ASCVD 10-yr Heart Disease Risk Calculation (over 40 years of age)
 4. Audiometry
 5. Skin cancer screening
 6. Breast exam with self-breast exam education (males and females)
 - iii. Laboratory blood tests
 1. Complete Blood Count
 2. Comprehensive Metabolic Panel (blood count, electrolytes, etc.)
 3. Lipid Panel (cholesterol)
 4. Diabetes (HbA1c and fasting glucose)
 5. Thyroid Stimulating Hormone (TSH)
 6. Testosterone (men)
 7. Prostate Specific Antigen (PSA in men)
 8. Cancer antigen 125 (ovarian protein marker in women)
 9. Hepatitis B Surface Antibody
 10. Apolipoprotein Assessment (ApoA1, ApoB, ApoB:A1 Ratio)
 11. Complete urinalysis with microscopic examination
 - iv. Personal consultation with review of results by Licensed Healthcare Practitioner
 - v. Follow-up in 1 to 6 months depending on individual needs
 - b. Cardiopulmonary and fitness evaluation by Exercise Physiologist
 - i. Resting 12-lead ECG
 - ii. Submaximal treadmill cardiac stress test with ECG
 - iii. Pulmonary Function Test (Spirometry: FVC, FEV1, FEV1/FVC Ratio)
 - iv. Muscular Strength and Endurance Evaluation (Jackson Strength Evaluation)
 - v. Aerobic Endurance Evaluation (VO₂ Max Calculation)
 - vi. Flexibility Evaluation
 - vii. Body Weight and Composition
 - viii. Nutrition and Diet Recommendations

- ix. Personal Fitness Recommendations
- c. Multi-organ Ultrasound Screening for abnormalities by Registered Sonographer
 - i. Limited Echocardiogram (heart, valve measurements)
 - ii. Carotid arteries measurements (stenosis, plaque, intima-media thickness)
 - iii. Aortic measurements (aneurysm)
 - iv. Thyroid
 - v. Liver, pancreas, gall bladder, kidneys, and spleen (abdomen)
 - vi. Bladder Ultrasound (external)
 - vii. Testicles and prostate (men, external)
 - viii. External pelvic (ovaries and uterus in women)
- 2. Service Standards
 - a. Consultant will exercise generally accepted professional standards applicable to medical diagnosis and treatment in the State of Alabama.
 - b. Consultant will provide accurate results using lab facilities meeting Clinical Laboratory Improvement Act (CLIA) and College of American Pathologists (CAP) accreditation standards, or equivalent.
 - c. Consultant to provide individual consultations to review test results and provide recommendations for medical interventions and behavioral and training modifications within two weeks of exam completion.
 - d. Consultant to provide department-wide recommendations for programs and training to reduce the chance of injury and illness.
 - e. Consultant to conduct testing and consultations in a reasonably accessible location provided by the Client in a convenient manner for the Client and its employees to induce the greatest voluntary level of participation in program testing and the least inconvenience to department operations.
 - f. Consultant and Client to market program services and benefits to target population to encourage maximum participation.
 - g. Consultant will securely collect, compile, store, and communicate program data relating to the employee's annual physical and:
 - i. Provide results of the exam in confidential, patient friendly format to individual employees in a manner consistent with AMA Ethics Opinion 2.1.5, or equivalent.
 - ii. Not sell or market any personal or protected health information.
 - h. Consultant will provide physical exam results that reveal conditions that dictate further testing or treatment to the employee for follow-up with the employee's own primary care practitioner.
 - i. Consultant will ensure that Final Evaluations will be reviewed and signed by an Alabama licensed MD, DO, ARNP or PA.
 - j. Client will provide a key/access card to the Consultant's licensed healthcare practitioner for the facility where exams are to be performed.
- 3. Implementation and Scheduling
 - a. Consultant will provide exams and services in several scheduled concentrated multi-day service. Actual frequency and duration of on-site sessions will be coordinated between Consultant and Client.
 - b. Consultant will conduct up to 15 exams per day on a 10-hour, 3-day schedule Tuesday through Thursday. Start and end times will be coordinated with the Client.
 - c. Client will provide Consultant 4 Rooms to accommodate the following components:
 - i. Biometrics, vision screening, and audiometry (area with minimal noise required)
 - ii. Ultrasound screenings
 - iii. Cardiopulmonary/fitness evaluations
 - iv. Physical exam and review of results with provider

- d. Set-up, equipment, and associated costs will be the responsibility of Consultant.
- e. On-site location, space, treadmill, high-speed wireless internet access, and overhead will be provided by the Client.
- f. Consultant equipment maintenance will be performed by Consultant and will be kept clean and sanitized. All equipment will be kept in optimal working order or repaired/replaced within a reasonable time frame.
- g. Consultant commits that all equipment used will be state of the art and owned by Consultant. The equipment is portable and easily set up by Consultant's staff.
- h. Consultant will bring portable exam tables as well as all the equipment necessary to completely provide the comprehensive medical and fitness exams, except that the Client will provide the treadmill and secure wireless internet access. Consultant will provide the following specific equipment:
 - i. Ultrasound Unit: GE Logiq eR9
 - ii. ECG Stress Unit: GE CardioSoft
 - iii. Spirometer: Cosmed microQuark USB
 - iv. Audiometry Equipment: Maico audiometer with sound-resistant headphones (soundproof booth not included)

4. Reporting

- a. Consultant will provide employees copies of examination and test results through Consultant's Patient Portal on the day of their exam.

5. Insurance

- a. See Contract between the parties, page 6, section XIV. INSURANCE.

6. Billing and payment

- a. See Contract between the parties, page 2, section III. COMPENSATION. b. Invoices will be itemized to reflect the services provided. Care will be taken to minimize personally identifiable information to maintain patient confidentiality in any invoices provided to Client. Invoiced services will be at the rates indicated in Exhibit B.



2025 QUOTE

Jeff Smith, Chief

Date: November 21, 2024 Orange Beach Fire & Rescue Department
25855 John Snook Drive
Orange Beach, AL 36561

Dear Chief Smith,

Thank you for choosing VITALExam to provide your department with our comprehensive physical examinations in 2025. Based on my conversation with you and Chief Bauer, I have included the pricing for the services we discussed. We are also happy to provide the same services and pricing to family members and other invitees of your team as scheduling permits.

Selected Services	Price
Comprehensive NFPA 1582 Fit-for-Duty Exams and Cancer Screenings	\$665
Hepatitis B Immunity Status	
Apolipoprotein Assessment	
TOTAL COST FOR 90 EXAMS	\$59,850

VITALExam values your consideration for delivering integrative, comprehensive physicals to your department. We strive to foster a trusting rapport founded by our clinical expertise and passion to improve the physical and mental vitality of your firefighters!

I look forward to the opportunity to answer any questions you may have. Thank you!

Respectfully,



Dr. Marci Vitale, DNP, FNP-BC, AGACNP-BC
Nurse Practitioner
Founder & CEO



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 3, 2024**

Departments: City Clerk

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

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-17-24 24-xxx Declare Surplus Miscellaneous

RESOLUTION NO. 24-xxx**A RESOLUTION DECLARING CERTAIN PERSONAL PROPERTY
OWNED BY THE CITY OF ORANGE BEACH AS SURPLUS AND UNNEEDED
AND AUTHORIZING THE MAYOR AND CITY CLERK TO
DISPOSE OF SUCH PROPERTY****FINDINGS:**

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

DEPARTMENT	ITEM DESCRIPTION	QTY	NOTES
COASTAL RESOURCES	1997 FORD EXPEDITION (#100)	1	VIN 1FMFU18L6VLB60694, MILEAGE: 189,515, POOR CONDITION
COASTAL RESOURCES	2004 FORD F150 4X4 PICKUP TRUCK (#305)	1	VIN 2FTRX18W24CA13381
COASTAL RESOURCES	2005 DODGE CARAVAN (#751)	1	VIN 1D4GP25E95B320572, MILEAGE: 80,059, POOR CONDITION & TRANSMISSION ISSUES
COASTAL RESOURCES	2015 SUZUKI 140 BOAT MOTOR	1	
COASTAL RESOURCES	2016 JEEP WRANGLER (#337)	1	VIN 1C4BJWDG2GL101257
COASTAL RESOURCES	2016 JEEP WRANGLER (#338)	1	VIN 1C4BJWDGOGL140302
COASTAL RESOURCES	2018 KAWASAKI JET SKI (#475)	1	HULL ID #US-KAW50269J718
COASTAL RESOURCES	2018 KAWASAKI JET SKI (#476)	1	HULL ID #US-KAW50437K718
COASTAL RESOURCES	EATON 600 VOLT 3 PHASE TERMINATION BOX	1	
COASTAL RESOURCES	HONDA 20HP OUTBOARD BOAT MOTOR	1	
COASTAL RESOURCES	PATRIOT SKIFF W/ HONDA OUTBOARD BOAT MOTOR	1	
COASTAL RESOURCES	SUNFISH SAILBOAT HULLS	3	VARYING DEGREES OF FIBERGLASS DAMAGE, TWO PRE-1971, ONE 1971-1987 MODEL
COASTAL RESOURCES	TIGER BOOM MOWER	1	
EXPECT EXCELLENCE	VOLLEYBALL 6-POLE EQUIPMENT TRANSPORT CART	1	
FIRE	2022 KAWASAKI JET SKI ULTRA LX (#494)	1	HULL ID #US-KAW50514J122, MILEAGE: 390
FIRE	2023 KAWASAKI JET SKI ULTRA LX (#499)	1	HULL ID #US-KAW10290J223, MILEAGE: 261, INOPERABLE DUE TO MECHANICAL FAILURE
FIRE	COOKING PERFORMANCE GROUP STANDEX E SERIES RANGE	1	MODEL #60CPG6BRG24S26N, SERIAL #992271608008, 60" L x 30" W x 58" H
P&R / ADULT FITNESS CENTER	AEROBIC EXERCISE PLATFORM STEPPERS	24	
P&R / ADULT FITNESS CENTER	GYM TV STANDS	8	
P&R / ADULT FITNESS CENTER	HEAVY BAG ARMS	5	
P&R / ADULT FITNESS CENTER	LARGE PILATE BALLS	17	
P&R / ADULT FITNESS CENTER	SMALL HAND WEIGHTS WITH RACK	2	2 RACKS OF ASSORTED 1 LB. - 9 LB. RUBBER COATED HAND WEIGHTS

P&R / ADULT FITNESS CENTER	SYNERGEE WEIGHT RACK	2	
P&R / SPORTSPLEX	SOCCER GOALS	16	POOR CONDITION
P&R / TENNIS CENTER	OUTDOOR METAL PICNIC TABLES	4	4 RUSTED OUT, 8 TOTAL, SENT TO SPORTSPLEX
POLICE	2014 CHEVROLET 4X4 TAHOE (#244)	1	VIN 1GNSK2E08ER126589, MILEAGE: 188,000
POLICE	2017 CHEVROLET TAHOE (#228)	1	VIN 1GNLCDEC0HR265983, MILEAGE: 75,000, BAD TRANSMISSION
POLICE	2017 CHEVROLET TAHOE (#229)	1	VIN 1GNLCDECXHR270530, MILEAGE: 105,000, BAD TRANSMISSION
POLICE	2017 CHEVROLET TAHOE (#231)	1	VIN 1GNLCDECXHR267272, MILEAGE: 120,000, BAD TRANSMISSION
POLICE	2005 FORD EXPLORER SPORT TRAC (#253)	1	VIN 1FMZU67K95UB28285, MILEAGE: 170,000, MECHANICAL ISSUES

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

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

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

ADOPTED THIS 17th DAY OF DECEMBER, 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 December 17, 2024.

City Clerk