



REGULAR COMMITTEE OF THE WHOLE MEETING AGENDA

I. Roll Call

II. Consideration of Previous Minutes

1. Regular Council Meeting 03/18/2025
2. Committee of the Whole 03/18/2025

III. Unfinished Business

Miscellaneous

Resolutions

Ordinances

IV. New Business

Miscellaneous

Resolutions

1. Resolution authorizing execution of a subgrant award agreement with the Alabama Department of Economic and Community Affairs (ADECA) for license plate reader cameras for the Police Department. (SB)
2. Resolution authorizing execution of professional services agreement with DeRhonda Ponder for special needs aide services for the Expect Excellence Program. (PP/SC)
3. Resolution authorizing execution of a professional services agreement with Matthew Hurst for theater performance direction and stage management assistance for "Lion King JR." (SB)
4. Resolution authorizing execution of a performance agreement with McLean Motor Sports Productions, LLC, for the "Bama Coast Cruisin'" event as part of the 2025 Freedom Fest. (MA)

5. Resolution authorizing execution of a performance agreement with Gulf Coast Gun Collectors Association for a collectible firearms show at the Orange Beach Event Center as part of the 2025 Freedom Fest. (MA)
6. Resolution authorizing a franchise renewal for Coast Group Transportation, LLC, dba Coast Cab, to operate a taxi service within the city limits and police jurisdiction of the City of Orange Beach. (TC)
7. Resolution authorizing a franchise renewal for Robin's Rides, LLC, to operate a taxi service within the city limits and police jurisdiction of the City of Orange Beach. (TC)
8. Resolution authorizing a franchise renewal for The Surfside Shuttle, LLC, to operate a taxi service within the city limits and police jurisdiction of the City of Orange Beach. (TC)
9. Resolution authorizing a franchise renewal for Waste Away Group, Inc., dba Waste Management, to remove and dispose of commercial solid waste and to remove and transport construction and demolition debris. (TC)
10. Resolution authorizing execution of a professional services agreement with Lose and Associates, Inc., dba Lose Design, for a conceptual design to renovate and expand the Aquatics Center. (NA)

Public Hearings

Ordinances

1. Reminder: Public hearing and first reading for an Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0408-PUDA-25, Village of Tannin PUD Modification, Lot 1 Land Use Designation on April 15, 2025.

V. Public Comments

VI. Adjourn

**MINUTES OF
REGULAR COUNCIL MEETING
ORANGE BEACH CITY COUNCIL
MARCH 18, 2025 – 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 Fred Franks, Island Church
- III. PLEDGE OF ALLEGIANCE**
- IV. ROLL CALL**

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

Absent: None

V. CONSIDERATION OF AGENDA

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

VI. CONSIDERATION OF PREVIOUS MINUTES

Work Session	02/18/2025
Work Session	02/18/2025
Regular Council Meeting	02/18/2025
Committee of the Whole	02/18/2025
Work Session	02/27/2025

The reading was waived and minutes were approved as written.

VII. REPORTS OF OFFICERS/COMMITTEES

- | | |
|---|------------|
| 1. <u>City Administrator – Ford Handley</u> | No report. |
| 2. <u>Director, Public Works – Tim Tucker</u> | No report. |
| 3. <u>Director, Community Development – Adam Roberson</u> | No report. |
| 4. <u>Chief, Police Department – Steve Brown</u> | No report. |
| 5. <u>Chief, Fire Department – Jeff Smith</u> | No report. |
| 6. <u>City Clerk – Renee Eberly</u> | No report. |
| 7. <u>Director, Finance – Ford Handley</u> | No report. |
| 8. <u>Parks & Recreation – Nicole Ard</u> | No report. |
| 9. <u>Director, Utilities – Jeff Hartley</u> | No report. |
| 10. <u>Director, Coastal Resources – Phillip West</u> | No report. |
| 11. <u>Librarian, Public Library – Meagan Bing</u> | No report. |
| 12. <u>Director, Municipal Court – Pam Davis</u> | No report. |
| 13. <u>Director, Expect Excellence – Ford Handley</u> | No report. |
| 14. <u>Mayor/Council</u> | |

Councilmember Mitchell observed the splashdown landing of the SpaceX capsule, marking the return of stranded astronauts Suni Williams and Butch Wilmore.

Mayor Kennon recognized the Chamber's Coastal Alabama Leadership League (CALL), whose members were present in the audience. Ale Lewis, Coastal Alabama Business Chamber, introduced the class members. Councilmember Johnson thanked them for their time commitment for this community initiative.

Councilmember Boyd noted that the 2025 Alabama red snapper season for private anglers and state-licensed charter vessels will be open seven days a week from May 23, 2025, to June 30, 2025. It will then transition to four-day weekends, Friday through Monday, beginning on July 4, 2025, until the private angler quota is reached.

Council announced that this year's Baldwin Art for Heart Gala will take place on Saturday, April 5, 2025, at the Oasis of Orange Beach Ballroom.

Joey Ward, Alabama Gulf Coast Zoo, invited Mayor and Council to attend the annual zoo fundraiser on March 29, 2025.

VIII. AUDITING OF ACCOUNTS

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

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

IX. PRESENTATIONS

X. RECOGNITIONS

XI. UNFINISHED BUSINESS

XII. NEW BUSINESS

Miscellaneous

1. Appoint voting delegate for the Alabama League of Municipalities Annual Convention and the Alabama Municipal Insurance Corporation Annual Membership Meeting to be held in Hunstville on May 13-16, 2025. **Motion made (Silvers/Boyd) to appoint Tony Kennon as the voting delegate.** Vote unanimous in favor. **Motion passed.**

Resolutions

1. Resolution establishing fees for Orange Beach Sportsplex field rentals. **Motion made (Johnson/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
2. Resolution authorizing the execution of a Coastal Weather Research Center Agreement with the University of South Alabama to provide weather information services. **Motion made (Silvers/Mitchell) to postpone indefinitely.** Vote unanimous in favor. **Motion passed.**
3. Resolution authorizing the purchase, surplus, and transfer of certain parcels for the purpose of widening Russian Road, and authorizing the Mayor to negotiate and execute real estate purchase agreements and such other documents as may be required to close the transactions contemplated herein. **Motion made (Mitchell/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
4. Resolution authorizing the execution of a professional services agreement with Thompson Engineering, Inc., for transportation, traffic, and other engineering services **Motion made (Johnson/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

5. Resolution authorizing the execution of a master professional services agreement with Deckard Technologies, Inc., for short-term rental identification and monitoring. **Motion made (Blalock/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
6. Resolution authorizing execution of a performance agreement with McLean Motor Sports Productions, LLC, for a Spring 2025 "Bama Coast Cruisin'" car show event. **Motion made (Boyd/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
7. Resolution authorizing a franchise renewal for July Enterprises, Inc., dba Coastal Express Shuttle, to operate a taxi service within the city limits and police jurisdiction of the City of Orange Beach. **Motion made (Silvers/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
8. Resolution awarding the bid for construction of Pickleball Courts, Restrooms, Roadway and Parking Lot Improvements to The Green-Simmons Company, Inc., in an amount not to exceed \$2,705,000 and per unit pricing. **Motion made (Silvers/Johnson) to postpone consideration until the next council meeting on April 2, 2025.** Renee Eberly, City Clerk/Procurement Officer, explained that the Alabama General Contractors Board has notified the city of a licensing violation. Vote unanimous in favor. **Motion passed.**
9. Resolution awarding the annual bid for Grinding Vegetative Debris to Mobile Forest Products & Biomass, Inc., per unit pricing. **Motion made (Blalock/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
10. Resolution awarding the bid for a Blower Package for the Utilities Department to Jim House & Associates, Inc., in the amount of \$188,850. **Motion made (Johnson/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
11. Resolution awarding the bid for 2025 Roadway Resurfacing to Arrington Curb & Excavation, Inc., in an amount not to exceed \$430,395. **Motion made (Johnson/Boyd) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

Ordinances

1. First Reading – Ordinance amending Chapter 30, Article III, Section 30-45 of the Code of Ordinances for the City of Orange Beach, Alabama, entitled "Noises Prohibited." No action taken. Ordinance will move forward to a second reading.
2. First Reading – Ordinance amending Chapter 38, Article III, Section 38-65, "Definitions," and Chapter 50, Article V, Division 3, Section 50-352, "Illegal Acts," of the Code of Ordinances for the City of Orange Beach, Alabama, to add vaping to the definition of smoking and to prohibit tobacco and nicotine vending machines. **Motion made (Silvers/Johnson) 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; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (6-0).** **Motion made (Blalock/Boyd) to adopt the ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (6-0).**
3. First Reading – Ordinance establishing a temporary moratorium on consideration of certain multi-family residential projects and subdivision applications. **Motion made (Blalock/Silvers) 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; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (6-0).** **Motion made (Silvers/Blalock) to adopt the ordinance.** Mayor Kennon explained the reason for the moratorium to study the impacts of future development on city educational, safety, and transportation infrastructure and services. Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (6-0).**

XIII. PUBLIC COMMENTS

1. Jake Carden, realtor, suggested that the city look at how other communities have raised revenues to support growth. He gave the example of Colorado Springs tap fees.
2. Jimmy Boyd, 3793 Illinois Street, thanked the Council for allowing projects already in process with the city to move forward through the moratorium. Mayor and Council warned that these properties may still be subject to deannexation in the future.
3. Councilmember Mitchell asked city staff about the expected timeline of work during the moratorium period. Ford Handley, City Administrator/Finance Director, responded that staff is working on an RFP (Request For Proposals) for companies qualified to conduct a study to quantify impacts of future developments on city services and infrastructure.

XIV. ADJOURN

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

Time: 5:31 P.M.

APPROVED this the 15th day of April, 2025.

Renee Eberly
City Clerk

**MINUTES OF
COMMITTEE OF THE WHOLE MEETING
ORANGE BEACH CITY COUNCIL
MARCH 18, 2025 – 5:31 P.M.
CITY HALL – COUNCIL CHAMBERS**

The Orange Beach City Council met to review potential items for the April 2, 2025, agenda.

The following members were present:

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

The following members were absent:

None

The following items were discussed:

1. Discuss lighting upgrades at the Sportsplex.
2. Discuss ordinance prohibiting commercial activity on beaches and waterways.
3. Resolution reappointing Shannon Robinson to the Orange Beach City Board of Education.
4. Resolution authorizing execution of a professional services agreement with Adams and Reese, LLP, for federal and state governmental relations and consulting services.
5. Resolution authorizing execution of a professional services agreement with Grace Stanton for theatrical performance direction for "Lion King JR."
6. Resolution authorizing execution of a professional services agreement with Lauren McCaghren for dance instruction for "Lion King JR."
7. Resolution authorizing a franchise agreement for Waste Pro of Florida, Inc., to remove and dispose of commercial solid waste and to remove and transport construction and demolition debris.
8. Resolution authorizing a franchise agreement for Flora-Bama Old S.A.L.T.S., Inc., to operate a taxi service within the city limits and police jurisdiction of the City of Orange Beach.
9. Resolution amending the fee schedule and adopting operational policies for the Orange Beach Golf Center.
10. Set a public hearing date for an Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0408-PUDA-25, Village of Tannin PUD Modification, Lot 1 Land Use Designation. Public hearing set for April 15, 2025.

Public Comments:

1. George Gounares, owner and developer of Tannin, reminded Mayor and Council of a preannexation agreement made with previous city leaders in the mid-1980s that promised Mr. Gounares latitude on zoning and a firehouse in exchange for the annexation of the Village of Tannin into the City of Orange Beach.

There being no further business, the meeting adjourned.

Time: 5:46 P.M.

APPROVED this 15th day of April, 2025.

Renee Eberly
City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
APRIL 2, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a subgrant award agreement with the Alabama Department of Economic and Community Affairs (ADECA) for license plate reader cameras for the Police Department. (SB)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 04-15-25 25-xxx Authorize Grant Award Agreement ADECA LPR Cameras Police
2. 2025.03.21 Grant Agreement ADECA LPR Cameras Police

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
SUBGRANT AWARD AGREEMENT WITH THE
ALABAMA DEPARTMENT OF ECONOMIC AND COMMUNITY AFFAIRS (ADECA) FOR
LICENSE PLATE READER CAMERAS FOR THE POLICE DEPARTMENT**

FINDINGS:

1. The Alabama Department of Economic and Community Affairs (ADECA) has notified the City of Orange Beach that it is a subrecipient of a local law enforcement equipment grant for license plate reader cameras for the Police Department.
2. The total project cost is estimated at \$48,000 with no city match.
3. After having reviewed said agreement (attached Exhibit A), the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

1. That the Mayor is hereby authorized to execute a Subgrant Agreement between the City of Orange Beach and the Alabama Department of Economic and Community Affairs (ADECA) 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 15th DAY OF APRIL, 2025.

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. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on April 15, 2025.

City Clerk

Agreement Identifying Information

THIS SUBGRANT AGREEMENT, consisting of the Agreement Information and the 2021 - 2024 Byrne Jag Subgrant Agreement - Conditions is entered into by and between the Alabama Department of Economic and Community Affairs (ADECA) hereinafter called the "Department" and the

City of Orange Beach

hereinafter referred to as the "**Subrecipient.**"

The Agreement becomes effective the date first entered below

Byrne JAG Program - Local Law Enforcement Equipment Grants

Project Title:

Subgrant Number: 2025-DJ-LC-323 **Geographic Location:** ORANGE BEACH

Subrecipient: City of Orange Beach **County:** Baldwin County

Funded By: Federal **Amount of Contract:** \$48,000.00

Match/In-Kind: \$00.00 **Subrecipient Indirect Cost Rate:** 00.00%

Funds Required to Match Federal: 00.00%

Subrecipient Unique Entity Identifier Number: JKREAZH2DMF6

Subaward Period of Performance Start: 01/01/2025 **Subaward Period of Performance End:** 09/30/2025

Subaward Budget Start: 01/01/2025 **Subaward Budget End:** 09/30/2025

Federal Award Identification Number ("FAIN"):	Federal Award Date Begin:	Amount of Federal Funds Obligated by this Action	Total Amount of Federal Award committed to the subrecipient by the pass-through entity	Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation
15PBJA-23-GG-02963-MUMU	09/22/2023	\$48,000.00	\$48,000.00	\$48,000.00

Name of Federal Awarding Agency: Bureau of Justice Assistance

Pass-through Entity Alabama Department of Economic and Community Affairs

Contact information for Awarding Official: Kenneth W. Boswell, Director (334)-242-5591

Identification of Whether the Award is Research and Development: No

Indirect Cost Rate for the Federal Award: 5.35%

ALN: 16.738

Project Description:

License Plate Reader

Services Provided:

The Orange Beach Police Department is looking to combat thefts, one of the most prevalent crimes, that occur in our community by adding license plate reader cameras at the entrance into and out of the city. This equipment will help the Orange Beach Police Department to deter crimes from happening along with assisting in solving these crimes in a more timely fashion when they do take place. Ultimately, this project will make our city safer for residents and visitors.

Coverage Area:

Municipalities: Orange Beach

A. OMB UNIFORM GUIDANCE

For any and all contracts or grants made by a non-Federal entity under a Federal award, the non-Federal entity must comply with 2 C.F.R. Part 200, the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which includes but is not limited to, subpart B, General Provisions; subpart C, Pre-Federal Awards Requirements and Contents of Federal Awards; subpart D, Post Federal Award Requirements; subpart E, Cost Principles; subpart F, Audit Requirements; and all accompanying appendices.

B. REQUIRED TERMS UNDER 2 C.F.R. § 200.327

For any and all contracts made by a non-Federal entity under a Federal Award, 2 C.F.R. § 200.327 requires provisions covering the following (as found in Appendix II to Part 200) be included and adhered to as applicable and unless specifically excluded by other Federal regulations:

1. **TERMINATION**. A clause addressing a termination for cause and convenience must be included in all contracts in excess of \$10,000. The following provisions apply to termination under this grant agreement, whether termination by the Department or by the Subrecipient. The performance of work under this agreement may be terminated in whole or in part for the following circumstances:

Termination for Convenience

This agreement may be terminated by either party with thirty (30) days written notice. Said notice shall specify the reasons for requesting such termination. If the Department determines that continuation of the work will serve no useful public purpose, this Agreement may be terminated by the Department and the Subrecipient shall be entitled to necessary expenses incurred through the date of termination or the date services are last provided, whichever occurs first.

Termination for Cause

If, through any cause, the Subrecipient shall fail to fulfill in a timely manner its obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this Agreement, and such failure or violation is not corrected within fifteen (15) days after such notice is given by the Department to the Subrecipient, the Department shall thereupon have the right to immediately terminate or suspend this Agreement by giving written notice to the Subrecipient of such termination or suspension and specifying the effective date thereof.

In the event of termination, for either convenience or cause, all property, finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer tapes, computer programs, and reports prepared by the Subrecipient under this Agreement shall, at the option of the Department, and if in accordance with applicable State and Federal regulations, become the property of the Department. The Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, the Subrecipient shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any breach of the Agreement by the Subrecipient, and the Department may withhold any payments to the Subrecipient for the purpose of setoff until

such time as the exact amount of damages due the Department from the Subrecipient is determined.

2. **HEARING ON APPEAL.** The Subrecipient shall have the right to appeal any determination to terminate made by the Department; however, if the Subrecipient has failed to submit its appeal, in writing, within ten (10) calendar days from written notice of the termination and/or has failed to request and receive approval from the Department for extension of such, then the Subrecipient shall have no further right of appeal.

A hearing shall be conducted at the Department's offices in Montgomery, Alabama, or any other appropriate location at the Department's discretion, with a written notification of the time, place, and subject matter provided by the Department to the Subrecipient.

3. **EQUAL EMPLOYMENT OPPORTUNITY.** In accordance with 41 C.F.R. § 60-1.4(b) and Executive Order 11246 (as amended by Executive Order 11375), for any Federally assisted construction contract as defined by 41 C.F.R. § 60-1.3, the Contractor, during the performance of this agreement, hereby agrees as follows:

- a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments

under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- e) The contractor will comply with all provisions of Executive Order 11246 and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f) The contractor will furnish all information and reports required by Executive Order 11246 and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h) The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 so that such provisions will be binding upon each subcontractor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in Federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the

equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, subpart D of the Executive order.

In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this Agreement; refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. **DAVIS-BACON ACT and COPELAND “ANTI-KICKBACK” ACT.** In the event this Agreement or grant award is for an amount which exceeds \$2,000 and is a prime construction contract, the Contractor or Subrecipient shall comply with the Davis-Bacon Act, 40 U.S.C. § 3141–48, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5, which includes provisions providing for the payment of mechanics and laborers at a rate not less than the prevailing wages specified in a wage determination issued by the United States Secretary of Labor, and provides for the payment of wages to mechanics and laborers not less than once a week. Additionally, for all prime construction contracts in excess of \$2,000, the Contractor or Subrecipient shall comply with the Copeland “Anti-Kickback” Act, 40 U.S.C. § 3145, as supplemented by Department of Labor regulations (29 C.F.R. Part 3), which prohibits a Contractor or Subrecipient from inducing any person employed in the construction, completion, or repair of a public work from giving up any compensation to which he or she is entitled to receive. In the event of a suspected or reported violation of either the Davis-Bacon Act or the Copeland “Anti-Kickback” Act, the Department shall report such violation to the Federal awarding agency.
5. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.** In the event this Agreement or grant award is for an amount in excess of \$100,000 and involves the employment of mechanics and laborers, the Contractor or Subrecipient shall comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 3701–08, specifically §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Said Act includes provisions which provide that a contractor must compute the wages of mechanics and laborers on the basis of a standard 40-hour work week. If an employee works in excess of 40 hours during a work week, the employee must be compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours. Further, neither a laborer nor a mechanic can be required to work in unsanitary, hazardous or dangerous conditions.
6. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Subrecipient must comply with the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
7. **CLEAN AIR ACT and FEDERAL WATER POLLUTION CONTROL ACT.** In the event this Agreement or grant award is for an amount in excess of \$150,000, the Contractor or Subrecipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air

Act, 42 U.S.C. § 7401–7671q, and the Federal Water Pollution Control Act, 33 U.S.C. § 1251–1387. The Department shall report any suspected or reported violation to the Federal awarding agency and to the Environmental Protection Agency.

8. **DEBARMENT AND SUSPENSION.** The Subrecipient is prohibited from using any contractor or subcontractor that has been debarred, suspended, or otherwise excluded from participation in Federal Assistance programs (Executive Orders 12549 and 12689).

The Subrecipient shall require participants in lower tier covered transactions to include the certification on Government-wide Debarment and Suspension (Non-Procurement) for it and its principals in any proposal submitted in connection with such lower tier covered transactions (See 2 C.F.R. § 180.300). The Excluded Parties List System is available for access from the System of Award Management website at <https://www.sam.gov>.

The Subrecipient certifies, by entering into this Agreement, that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed from debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any Federal agency or by any department, agency, or political subdivision of the State. The term “principal” for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Subrecipient.

The Subrecipient certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. Subrecipients shall immediately notify the Department if any subcontractor becomes debarred or suspended, and shall, at the Department’s request, take all steps required by the Department to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

9. **BYRD ANTI-LOBBYING AMENDMENT.** In the event this Agreement or grant award is for an amount exceeding \$100,000, Contractors and Subrecipients shall comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, and shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
10. **PROCUREMENT OF RECOVERED MATERIALS.** The Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner

that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to 2 C.F.R. § 200.323(b), subrecipients are encouraged, to the extent practicable and permitted by law, to purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products, in keeping with Executive Order 14057.

11. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

(a) Subrecipients are prohibited from obligating or expending grant funds to:

- (1) Procure or obtain covered telecommunications equipment or services;
- (2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in Section 889 of Pub. L. No. 115-232, “covered telecommunications equipment or services” means any of the following:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment;
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

(c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

- (d) When a subrecipient accepts a grant subaward, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in 2 C.F.R. § 200.216. The subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment and services beyond the certification provided upon accepting the grant and those provided upon submitting payment requests and financial reports.

12. **DOMESTIC PREFERENCES FOR PROCUREMENTS.** As appropriate and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

- (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

C. OTHER CLAUSES

In addition to the above clauses, the Contractor or Subrecipient agrees with, and shall adhere to, the following:

1. **WHISTLEBLOWER PROTECTIONS.** An employee of a subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. § 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The Subrecipient must inform its employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712.
2. **TOBACCO SMOKE.** Pub. L. No. 103-227, Title X, Part C, also known as the Pro-Children Act of 1994 (20 U.S.C. § 6083) prohibits smoking in any portion of any indoor facility owned or leased or contracted for by an entity used routinely or regularly for the provision of health, daycare, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through State or local governments by Federal grant, contract, loan or loan guarantee.
3. **DRUG-FREE WORKPLACE REQUIREMENTS.** In accordance with provisions of Title V, Subtitle D of Pub. L. No. 100-690 or Pub. L. No. 111-350 (41 U.S.C. § 8101 *et seq.*), the Drug-Free Workplace Act of 1988, all grantees must maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession,

or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. Failure to comply with these requirements may be cause for debarment.

4. **TRANSPARENCY ACT.** Awards under Federal programs are included under the provisions of Pub. L. No. 109-282, the Federal Funds Accountability and Transparency Act of 2006. Under this statute, the State is required to report information regarding executive compensation and all subawards, contracts and subcontracts in excess of \$30,000 through the Federal Subaward Reporting System (<https://www.fsrs.gov>) and in accordance with the terms found in Federal regulations at 2 C.F.R. Part 170, including Appendix A. Therefore, all Subrecipients, who meet this threshold, will be required to furnish this information to the division within ADECA which is funding the Subrecipient agreement. Specific reporting processes will be provided by the applicable ADECA division to Subrecipients.
5. **POLITICAL ACTIVITY.** The Subrecipient shall comply with the Hatch Act, 5 U.S.C. § 1501 *et seq.*, regarding political activity by public employees or those paid with Federal funds. None of the funds, materials, property, or services contributed by the Subrecipient or the Department under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate in public office.
6. **HUMAN TRAFFICKING PROVISIONS.** This award is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, codified in 22 U.S.C. § 7104.
7. **PURCHASES OF AMERICAN-MADE EQUIPMENT AND PRODUCTS.** As stated in Section 507 of Pub. L. No. 103-333, it is the sense of Congress that, to the extent practicable, all equipment and product purchases with funds from this Agreement should be American-made.
8. **MANDATORY DISCLOSURES.** Pursuant to 2 C.F.R. § 200.113, the Subrecipient must promptly disclose whenever, in a timely manner, in connection with the Federal award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729–33). The disclosure must be made in writing to the Federal agency, the agency's Office of Inspector General, and the Department. Subrecipients are also required to report matters related to recipient integrity and performance in accordance with Appendix XII of 2 C.F.R. Part 200. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.339. (See also 2 C.F.R. Part 180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313).
9. **NON-APPROPRIATION AND PRORATION AND NOT TO CONSTITUTE A DEBT OF THE STATE.** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled, and, to the extent permissible by law, the supplier shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. To the extent permissible by law, this cost of cancellation may be paid from any appropriations available for that purpose. In the event that proration of appropriated funds from which the State is to pay the supplier is declared by the Governor pursuant to Ala. Code § 41-4-90, the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract to extend or change payment terms or amounts or terminating the contract. In all circumstances, it is

agreed that the terms and commitments of this contract shall not constitute a debt of the State of Alabama in violation of Ala. Const. art. XI, § 213.

10. **CONFLICTING PROVISION.** If any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.
11. **IMMUNITY AND DISPUTE RESOLUTION.** The parties to this agreement recognize and acknowledge that ADECA is an instrumentality of the State of Alabama, and as such, is immune from suit pursuant to Ala. Const. art. I, § 14. It is further acknowledged and agreed that none of the provisions and conditions of this Agreement shall be deemed to be or construed to be a waiver by ADECA of such Constitutional Immunity.

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

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

12. **DISCLAIMER.** ADECA specifically denies liability for any claim arising out of any act or omission by any person or agency receiving funds from ADECA whether by contract, grant, loan, or by any other means.

No Subrecipient, Contractor, or agency performing services under any agreement, contract, grant or any other understanding, oral or written, other than an actual employee of ADECA, shall be considered an agent or employee of the State of Alabama or ADECA or any division thereof. The State of Alabama, ADECA, and their agents and employees assume no liability to any Subrecipient, contractor or agency, or any third party, for any damages to property, both real and personal, or personal injuries, including death, arising out of or in any way connected with the acts or omissions of any Subrecipient, contractor or agency, or any other person.

13. **ACCESS TO RECORDS.** The Director of the Department, the Comptroller General of the United States (if Federal funds), the Chief Examiner of Public Accounts, or any of their duly authorized representatives shall have the right of access to any pertinent books, documents, papers, and records of the Subrecipient for the purpose of making audits, financial reviews, examinations, excerpts and transcripts. This right also includes timely and reasonable access to Subrecipient personnel for the purpose of interview and discussion related to such agreement. This right of access is not limited to the required retention period but shall last as long as the records are retained. Records must be retained for a period of at least three (3) years from the date of submission of the Final Financial Report, unless otherwise required by the Federal awarding agency. If any litigation or audit is started before the end of the 3-year period, the records must be retained until all litigation or audit findings involving the records have been resolved and final action taken. See 2 C.F.R. § 200.334.

14. **ASSIGNABILITY**. The Subrecipient shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Department thereto; provided, however, that claims for money due, or to become due to the Subrecipient from the Department under this Agreement may be assigned to a bank, a trust company, or other financial institution through a valid court order and without such approval. Notice of such assignment or transfer shall be furnished promptly to the Department.
15. **CONTINGENCY CLAUSE**. It is expressly understood and mutually agreed that any Department commitment of funds herein shall be contingent upon receipt and availability by the Department of funds under the program for which this Grant Agreement is made. If this agreement involves Federal funds, the amount of this Grant Agreement will be adjusted by the amount of any Federal recessions and/or deferrals.

Payments made by the Department under the terms of this Agreement shall not constitute final approval of documents submitted by the Subrecipient or of procedures used in formulating requests for payment to the Subrecipient.

16. **CONFLICT OF INTEREST**. A conflict of interest, real or apparent, will arise when any of the following has a financial or other interest in the firm or organization selected for award: (1) the individual or a board member of the firm or organization, (2) any member of the individual's immediate family, (3) the individual's partner, or (4) an organization which employs or is about to employ any of the above. The Subrecipient certifies by signing this agreement that no person under its employ or control who presently performs functions, duties, or responsibilities in connection with the Department of grant-funded projects or programs has any personal and/or financial interest, direct or indirect, in this agreement nor will the Subrecipient hire any person having such conflicting interest. The Subrecipient further certifies that it will maintain a written code of standards governing the performance of persons engaged in the award and administration of contracts and subawards.
17. **INDIRECT COST**. In accordance with 2 C.F.R. § 200.332(b)(4) and § 200.414, Subrecipients of Federal awards may charge indirect costs to the award unless statutorily prohibited by the Federal program and in accordance with any applicable administrative caps on Federal funding. ADECA will accept a Federally negotiated indirect cost rate. If no approved rate exists, ADECA will collaborate with the Subrecipient to determine an appropriate rate. This rate will be either a negotiated rate, which can be based on a prior negotiated rate between a different pass-through entity and the same Subrecipient, or the 15% de minimis rate of the modified total direct cost as defined in 2 C.F.R. § 200.1. If basing the rate on a previously negotiated rate, ADECA is not required to collect information justifying this rate but may elect to do so. Subrecipients can allocate and charge direct costs through cost allocation. However, in accordance with 2 C.F.R. § 200.403, costs must be consistently charged as either indirect or direct costs but not charged as both or inconsistently charged to the Federal award. Once chosen, the method must be used consistently for all Federal awards until such time as a negotiated rate is approved by the Subrecipients' Federal cognizant agency.
18. **AUDIT REQUIREMENTS**. All subrecipients of Federal funds must follow the Audit Requirements in the Office of Management and Budget Uniform Administrative Requirements (2 C.F.R. Part 200, subpart F). Subrecipients that expend \$1,000,000 or more during their fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 C.F.R. Part 200. All entities that have a single audit must submit the reporting

package and data collection form to the Federal Audit Clearinghouse in accordance with 2 C.F.R. § 200.512. Additionally, if any subrecipient receives more than \$500,000, collectively, in State General Fund appropriations in its fiscal year, from ADECA, it must have an audit in accordance with Government Auditing Standards (the Yellow Book) and Generally Accepted Auditing Standards established by the American Institute of Certified Public Accountants.

Nothing contained in this Agreement shall be construed to mean that ADECA cannot utilize its auditors regarding limited scope audits of various ADECA funds. Audits of this nature shall be planned and carried out in such a way as to avoid duplication or not to exceed the audit coverage limits as stated in the said Uniform Administrative Requirements.

Copies of all required audits must be submitted to ADECA and the Alabama Department of Examiners of Public Accounts. Copies may be transmitted by email or traditional mail, at the following addresses:

audit@adeca.alabama.gov

Alabama Department of Economic and Community Affairs
ATTENTION: Chief Auditor
401 Adams Avenue
P.O. Box 5690
Montgomery, AL 36103-5690

central.records@examiners.alabama.gov Alabama Department of Examiners of Public Accounts
ATTENTION: Audit Report Repository
P.O. Box 302251
Montgomery, AL 36130-2251

19. AUDIT EXCEPTIONS/UNRESOLVED QUESTIONED COSTS/OUTSTANDING DEBTS.

The Subrecipient certifies by signing this agreement that it does not have any unresolved audit exceptions, unresolved questioned costs or finding of fiscal inadequacy as a result of project monitoring. It further certifies that no money is owed to any division of ADECA or to the Federal government under any program where it has not arranged a repayment plan.

20. SUSPENSION OF PAYMENTS. Payments under this Agreement may be suspended in the event that there is an outstanding audit exception under any program administered by any division of ADECA, or in the event there is an amount owing to any division of ADECA, or an amount owing to the Federal government under any program administered by any division of ADECA that is not received in a reasonable and timely manner.

Should the Subrecipient incur an unresolved audit exception or have unresolved questioned costs or finding of fiscal inadequacy as a result of any project monitoring by any division of ADECA, then ADECA shall not enter into any other contract, agreement, grant, etc., with said Subrecipient until the audit exception or questioned cost or finding of fiscal inadequacy has been resolved.

ADECA shall not enter into another contract, agreement, grant, etc., with any individual, agency, company, or government under any program administered by any division of ADECA that has not arranged a repayment schedule.

21. **DISCLOSURE STATEMENT.** Unless otherwise exempt under Ala. Code § 41-16-82, a disclosure statement must be submitted to ADECA for any and all proposals, bids, contracts or grant proposals in excess of \$5,000.
22. **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS.** In addition to the provisions provided herein, the Subrecipient shall be responsible for complying with any and all other applicable laws, ordinances, codes and regulations of the Federal, State and local governments, including, but not limited to, Alabama procurement law (Ala. Code § 41-16-1 *et seq.* and § 41-4-110 *et seq.*), the Alabama Public Works Law (Ala. Code § 39-1-1 *et seq.*), any State permitting requirements, the Alabama Open Meetings Act (Ala. Code § 36-25A-1 *et seq.*), and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Ala. Code § 31-13-1 *et seq.*).

For all contracts governed by the Alabama Public Works Law or the Alabama Competitive Bid Law, the following shall apply: In compliance with Alabama Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this State can enjoy open trade.

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

By signing the contract, the Subrecipient affirms in compliance with Ala. Code § 41-16-161 that it does not and will not, during the term of the contract, engage in economic boycotts.

23. **COMMENCEMENT WITHIN 60 DAYS.** If a project is not operational within 60 days of the original starting date of the subaward period, the Subrecipient must report by letter to ADECA the steps taken to initiate the project, the reasons for the delay, and the expected starting date.
24. **OPERATIONAL WITHIN 90 DAYS.** If a project is not operational within 90 days of the original starting date of the subaward period, the Subrecipient must submit a second statement to ADECA explaining the implementation delay. Upon receipt of the 90-day letter, ADECA may cancel the project and redistribute the funds to other project areas. ADECA may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period. When this occurs, the appropriate subaward files and records must so note the extension.
25. **DEPARTMENT OF JUSTICE (“DOJ”) GRANTS FINANCIAL GUIDE.** The Subrecipient shall comply with the DOJ Grants Financial Guide as applicable, including any updated version that may be posted during the period of performance. The DOJ Grants Financial Guide can be found at <https://www.ojp.gov/doj-financial-guide-2022>.
26. **FIDELITY BONDING.** The Subrecipient shall be required to carry fidelity bonds for individuals in positions of fiscal responsibility in the amount of \$100,000 or the highest cash advance.
27. **CONTINUATION FUNDING.** The Subrecipient understands that the awarding of this subaward in no way assures or implies continuation of funding beyond the project duration indicated on the subaward document. Failure of the Subrecipient to submit the required financial and program

narrative reports may result in a suspension of subaward payments and may also result in the suspension of processing continuation applications.

28. **EQUAL EMPLOYMENT OPPORTUNITY PROGRAM CERTIFICATION**. Prior to funding, the Equal Employment Opportunity certification must be submitted to ADECA, certifying that either (1) a program has been formulated; or (2) a program is not required. See 28 C.F.R. § 42.302(d).
29. **FINANCIAL QUESTIONNAIRE**. Prior to funding, the Financial Questionnaire and Request for Taxpayer Identification Number (if applicable) must be completed and returned to ADECA.
30. **POLICY LETTERS**. The Subrecipient shall comply with the Policy Letters of the Department's Law Enforcement and Traffic Safety Division ("LETS"), including any updated version that may be posted during the period of performance. The Policy Letters are available on the ADECA website at <http://adeca.alabama.gov/Divisions/lets/Pages/default.aspx>.
31. **RECOGNITION OF FUNDING**. The Subrecipient shall include the following on all publications and releases, to include all written, audio or visual media: "This project was supported by Subaward # 2025-DJ-LC-323 awarded by the Law Enforcement and Traffic Safety Division of ADECA and the U.S. Department of Justice."
32. **ACQUISITION OF GOODS AND SERVICES**. The Subrecipient agrees that the acquisition of goods and services in the aggregate value of \$500,000 or more shall not be made unless the Subrecipient: (a) specifies in an announcement of the awarding of the contract for the procurement of the goods and services involved, the amount of Federal funds that will be used to finance the acquisition; and (b) expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.
33. **ANNUAL PERFORMANCE REPORT**. The Subrecipient must include an assessment of impact of the activities carried out under the subaward in the form of an annual Performance Report, utilizing forms provided. Immediate action must be taken to collect the necessary data during the progress of the project.
34. **CONFIDENTIAL EXPENDITURES**. Prior to the funding and expenditure of confidential funds, the Project Director shall sign a certification indicating that he/she has read, understands, and agrees to abide by, the conditions pertaining to confidential funds as set forth in the DOJ Grants Financial Guide. A copy of the Subrecipient's written procedures for accountability and control of confidential expenditures will be submitted to ADECA for approval prior to such expenditure.
35. **AUTHORITY OF AUTHORIZING OFFICIAL**. By accepting this subaward, the Subrecipient is certifying that it possesses legal authority to apply for the subaward; that a resolution, motion or similar action has been duly adopted or passed as an official act of the Subrecipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein; and directing and authorizing the person identified as the official representative of the Subrecipient to act in connection with the application and to provide such additional information as may be required.
36. **FUNDS MANAGEMENT**. The Subrecipient assures that funds accounting, monitoring, and such evaluation procedures as may be necessary to keep such records as the State/Federal grantor agency

shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received.

37. **SUBAWARD NARRATIVE REPORT.** The Subrecipient shall submit a Narrative Progress Report, Subaward Narrative Progress Report, or a specialized form provided in conjunction with an award for a specialized program, on a quarterly basis with submission dates as follows.

Period Covered	Report Due
January 1 – March 31	April 15
April 1 – June 30	July 15
July 1– September 30	October 15
October 1 – December 31	January 15

The last quarterly report should become an “Annual Performance Report” whereby an assessment of the impact of the activities carried out under the subaward is made. This report shall describe the activity undertaken and the results achieved. It shall include the data gathered on the approved performance indicators identified within the subaward application or identified within a “Program Brief” detailing the program for which the application was submitted to implement.

38. **PUBLISHED MATERIAL.** All published material and written reports submitted under this subaward or in conjunction with the third-party agreements under this subaward will be originally developed material unless otherwise specifically provided for in the subaward document. Material not originally developed included in reports will have the source identified either in the body of the report or in a footnote, whether the material is in a verbatim or extensive paraphrase format. All published material and written reports shall give notice that funds were provided under the particular State/Federal award.
39. **TITLE OF PROPERTY.** Title of property acquired in whole or in part with subaward funds in accordance with approved budgets shall vest in the Subrecipient, subject to divestment at the option of ADECA, where its use for project or criminal justice purposes is discontinued. The subrecipient shall exercise due caution in the use, maintenance, protection, and preservation of such property during the period of project use.
40. **NON-SUPPLANTING CERTIFICATION.** The Subrecipient understands and hereby certifies that Federal funds made available will not be used to supplant State or local funds but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made for grant-related activities. Further, the Subrecipient understands and hereby certifies that matching funds required to pay the non-Federal portion of the cost of the project, for which subaward funds are made available, shall be in addition to funds that would otherwise be made available for law enforcement, criminal justice, victim assistance, and drug enforcement.
41. **DISCRIMINATION PROHIBITED.** No person shall be denied employment, otherwise discriminated against, on the basis of race, religion, color, national origin, sex, gender identity, sexual orientation, handicap, or limited English proficiency, in connection with this Agreement. Subrecipients are also subject to Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352, 78 Stat. 241), codified in 42 U.S.C. § 2000d (prohibiting discrimination in Federally-funded programs on the basis of race, color, or national origin); Section 504 of the Rehabilitation Act of 1973 (Pub. L. No. 93-112, 87 Stat. 355), codified in 29 U.S.C. § 794 (prohibiting discrimination in such

programs on the basis of handicap); the Age Discrimination Act of 1975 (Pub. L. No. 94-135, 89 Stat. 728), codified in 42 U.S.C. § 6101 et seq.; and the Department of Justice Nondiscrimination Regulations at 28 C.F.R. Part 42, subparts C, D, and G. Subrecipients are also subject to Title I (employment of qualified disabled individuals), Title II (equal benefits of programs, services and activities to disabled individuals), and Title III (public accommodations to disabled individuals for services and activities) of the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336, 104 Stat. 327). This condition shall not be interpreted to require the imposition in grant-supported projects of any percentage ratio, quota system, or other program to achieve racial balance or eliminate racial imbalance in a law enforcement agency.

In the event a Federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, sexual orientation, gender identity, handicap, or limited English proficiency against a subrecipient, said subrecipient shall forward a copy of the finding to the appropriate Federal funding agency from which the program is funded, as well as to ADECA within 30 days of receiving notice.

No agency or victim assistance program shall discriminate against victims because the victim disagrees with the way the State is prosecuting a criminal case.

42. **PROJECT INCOME**. All interest in other income earned by the Subrecipient with respect to subaward funds or as a result of conduct of the grant project (sale of publications, registration fees, service charges on fees, etc.) must be accounted for.
43. **PROCUREMENT STANDARDS**. The Subrecipient must comply with all applicable State and Federal laws and regulations including, but not limited to, 2 C.F.R. Part 200, ADECA policies, LETS Policy Letters, and Subrecipient policies and procedures.
44. **ACCOUNTING REQUIREMENTS**. The Subrecipient agrees to record all project costs, both the LETS Division's and matching share, following generally accepted accounting procedures. A separate account number or cost recording system must separate all project costs from the Subrecipient's other expenditures. Adequate documentation for all project costs, both the LETS Division's and matching share, must be maintained. Such financial records and supporting documentation must be retained and available for audit purposes. For record retention requirements, please refer to Section C.12 of these conditions. Adequate documentation is defined as follows for each major budget category:
 - a) **Personnel**: Documentation must indicate payroll period, payment rate, hours per day, signature of employee, and approval of supervisor.
 - b) **Professional Services**: For individuals, documentation must indicate time period, payment rate, hours per day, signature of consultant, and approval of project director. For organizations, documentation must be a detailed billing indicating service performed or product delivered, payment rate consistent with contractual agreement, and approval by project director.
 - c) **Travel**: Documentation must be detailed, signed by the employee, and approved by the employee's supervisor.
 - d) **Supplies and Operating Expenses and Equipment**: Documentation includes audited vendor invoices approved by the project director.

45. **EQUIPMENT**. Equipment purchased with Federal funds must continue to be used for its intended purpose as prescribed by the applicable authorizing legislation after the end of the project. If the use is discontinued, a refund may be due to ADECA. The refund will be computed on resale value in accordance with the original matching ratio.
46. **ALLOWABLE COST**. The allowance of costs incurred under any subaward shall be determined in accordance with the general principles of allowance and standards for selected costs set forth in 2 C.F.R. Part 200, as further defined and delineated in the DOJ Grants Financial Guide, Education Department General Administrative Regulations, the Highway Safety Grant Management Manual, and in the LETS Division Guidelines.
47. **REVERSION OF UNUSED FUNDS**. Regulations require that active subaward funds for a fiscal year which are not expended or obligated by the Subrecipient at the end of the subaward period will revert to ADECA. Obligations outstanding as of the termination of the subaward shall be liquidated and a “Final Financial Report” shall be submitted within 60 days of the termination date.
48. **EXPENSES NOT ALLOWABLE**. Project funds may not be expended for (a) items not part of the approved budget or separately approved by ADECA; (b) the purchase of land; or (c) the purchase of buildings or improvements thereon, or payment of real estate mortgages, or taxes, unless specifically provided for in the grant agreement.
49. **SUBAWARD ADJUSTMENTS**. The Subrecipient must obtain prior written approval from the LETS Division for major project changes. These include (a) changes of substance in project activities, designs, or research plans set forth in the approved application; (b) changes in the project director or key professional personnel identified in the approved application; and (c) changes in the approved project budget; and (d) project period extensions.
50. **UTILIZATION AND PAYMENT OF FUNDS**. Funds awarded are to be expended only for purposes and activities covered by the Subrecipient’s approved project plan and budget. Depending on the rules for each Federal funding source, project funds may be made available through a fund advance and reimbursement procedure. Payments will be adjusted to correct previous over-payments or under-payments.
51. **FOREIGN TRAVEL**. Travel outside the continental United States will not be approved for funding.
52. **COPYRIGHTS**. Where activities supported by this grant produce original books, films, or other copyrightable material, the Subrecipient may copyright such, but Federal funding agencies reserve a royalty-fee, nonexclusive and irrevocable license to reproduce, publish, and use such materials, and to authorize others to do so.
53. **BONUSES OR COMMISSIONS**. The Subrecipient is prohibited from paying any bonus or commission to any individual for the purpose of obtaining approval of an application for the LETS Division’s assistance.
54. **FREEDOM OF INFORMATION ACT**. Pursuant to the Federal Freedom of Information Act (FOIA), codified in 5 U.S.C. § 552, and Section 521 of the Omnibus Crime Control and Safe Streets Act of 1968 (Pub. L. No. 90-351, 82 Stat. 197), all records, papers, and other documents required to be maintained by subrecipients and contractors relating to the receipt and disposition of such funds,

are required to be made available to the Federal funding source. The FOIA also sets out that these records are to be made available to the public and press under the terms and conditions of the FOIA.

55. **ENVIRONMENTAL IMPACT.** Any application for subawards or subcontracts involving environmental changes or problems must include either an environmental evaluation or a detailed environmental analysis as required by Section 102(2)(c) of the National Environmental Policy Act of 1969 (Pub. L. No. 91-190, 83 Stat. 852).
56. **AGE DISCRIMINATION.** Any application for subawards or subcontracts involving the employment of personnel must be in compliance with the Age Discrimination in Employment Act of 1967 (Pub. L. No. 90-202, 81 Stat. 602), which, in brief form, sets out: “Sec. 4(a) It shall be unlawful for an employer – (1) to fail or refuse to hire or to discharge any individual or otherwise discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual’s age; (2) to limit, segregate, or classify his employees in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual’s age; or (3) to reduce the wage rate of any employee in order to comply with this Act.”
57. **CRIMINAL PENALTIES.** Whoever embezzles, willfully misapplies, steals, or obtains by fraud any funds, assets, or property which are the subject of a grant or contract or other form of assistance pursuant to Federal grant funding, whether received directly or indirectly from ADECA, shall be fined not more than \$10,000 or imprisoned for not more than five years or both. Whoever knowingly and willfully falsifies, conceals, or covers up by trick, scheme, or device, any material fact in any application for assistance submitted pursuant to Federal grant funding or in any record required to be maintained pursuant to Federal grant funding shall be subject to prosecution under the provisions of 18 U.S.C. § 1001. Any law enforcement program or project underwritten, in whole or in part, by any grant, or contract or other form of assistance pursuant to Federal grant funding, whether received directly or indirectly from ADECA, shall be subject to the provisions of 18 U.S.C. § 361.
58. **POLICIES TO BAN TEXT MESSAGING WHILE DRIVING.** Pursuant to Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving,” 74 Fed. Reg. 51225 (October 1, 2009), the Subrecipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subaward, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
59. **DEATH IN CUSTODY REPORTING ACT (DCRA).** The Death in Custody Reporting Act (DCRA) of 2013 requires a State that receives allocations under specified provisions of the Omnibus Crime Control and Safe Streets Act of 1968 to report certain information regarding the death of any person in law enforcement custody. This may include individuals who are detained, arrested, en route to incarceration, or incarcerated in State or local facilities or a boot camp prison. The Subrecipient agrees to notify ADECA of any reportable deaths involving the implementing agency under this agreement. The DCRA reporting form can be found at <https://adeca.alabama.gov/wp-content/uploads/Death-in-Custody-Reporting-Act-DICRA-Form.pdf>. Please contact your ADECA Program Manager, if you have questions regarding applicability of this requirement to your entity.
60. **CLIENT-COUNSELOR CONFIDENTIALITY.** The Subrecipient shall maintain confidentiality of client-counselor information, as required by State and Federal law.

61. **COMPLIANCE WITH GENERAL APPROPRIATIONS-LAW RESTRICTIONS ON THE USE OF FEDERAL FUNDS (FY 2022).** All subrecipients at any tier must comply with all applicable restrictions on the use of Federal funds set out in Federal appropriations statutes. Pertinent restrictions, including from various “general provisions” in the Consolidated Appropriations Act of 2022, are set out at <https://ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm> and are incorporated by reference here. Should a question arise as to whether a particular use of Federal funds would or might fall within the scope of an appropriations-law restriction, subrecipients must contact LETS, which in turn is to contact OJP for guidance. In this event, the subrecipient may not proceed without the express prior written approval of OJP.
62. **REQUIREMENT TO REPORT ACTUAL OR IMMINENT BREACH OF PERSONALLY IDENTIFIABLE INFORMATION (PII).** All subrecipients at any tier must have written procedures in place to respond in the event of an actual or imminent “breach” (OMB M-17-12) if a subrecipient – (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of “Personally Identifiable Information (PII)” (2 C.F.R. § 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a “Federal information system” (OMB Circular A-130). The recipient’s breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.
63. **OJP TRAINING GUIDING PRINCIPLES.** Training or training materials developed or delivered with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.
64. **COMPLIANCE WITH DOJ REGULATIONS PERTAINING TO CIVIL RIGHTS AND NONDISCRIMINATION – 28 C.F.R. PART 38.** All subrecipients at any tier must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.
- Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to subrecipient organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to faith-based or religious subrecipients.
- The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at www.ecfr.gov, by browsing to Title 28 – Judicial Administration, Chapter 1, Part 38, under e-C.F.R. “current” data.
65. **COMPLIANCE WITH DOJ REGULATIONS PERTAINING TO CIVIL RIGHTS AND NONDISCRIMINATION – 28 C.F.R. PART 42.** All subrecipients at any tier must comply with all applicable requirements of 28 C.F.R. Part 42, including requirements in subpart E that relate to an equal employment opportunity program.
66. **COMPLIANCE WITH DOJ REGULATIONS PERTAINING TO CIVIL RIGHTS AND**

NONDISCRIMINATION – 28 C.F.R. PART 54. All subrecipients at any tier must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain “education programs.”

67. **COMPLIANCE WITH 41 U.S.C. § 4712 (INCLUDING PROHIBITIONS ON REPRISAL AND NOTICE TO EMPLOYEES).** All subrecipients at any tier must comply with, and be subject to, all applicable provisions of 41 U.S.C. § 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee’s disclosure of information related to gross mismanagement of a Federal grant, a gross waste of Federal funds, an abuse of authority relating to a Federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal grant.

All subrecipients also must inform their employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. § 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. § 4712 to this award, the subrecipient must contact LETS, which in turn will contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

68. **COMPLIANCE WITH APPLICABLE RULES REGARDING APPROVAL, PLANNING, AND REPORTING OF CONFERENCES, MEETINGS, TRAININGS, AND OTHER EVENTS.** All subrecipients at any tier must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of Federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of “Postaward Requirements” in the “DOJ Grants Financial Guide”).

69. **DETERMINATION OF SUITABILITY TO INTERACT WITH PARTICIPATING MINORS.** If any activities performed under this award are to benefit individuals under age 18, all subrecipients at any tier must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual’s employment status. The details of this requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/interact-minors> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors) and are incorporated by reference here.

70. **EMPLOYMENT ELIGIBILITY VERIFICATION FOR HIRING UNDER THE AWARD.** All subrecipients at any tier must –

- i. Ensure that, as part of the hiring process for any position funded (in whole or in part) with award funds, the subrecipient properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. § 1324a(a)(1).
- ii. Notify all persons associated with the subrecipient who are or will be involved in

activities under this award of this award requirement for verification of employment eligibility and the associated provisions in 8 U.S.C. § 1324a(a)(1) that make it unlawful to hire (or recruit for employment) certain aliens.

- iii. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. § 1324a(a)(1).
- iv. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

Additionally, to the extent that such costs are not reimbursed under any other Federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

For purposes of this condition, persons “who are or will be involved in activities under this award” specifically includes (without limitation) all subrecipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, any subrecipient may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of a subrecipient uses E-Verify (and follows the proper E-Verify procedures, including in the event of a “Tentative Nonconfirmation” or a “Final Nonconfirmation”) to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

Nothing in this condition shall be understood to authorize or require any subrecipient at any tier, or any person or other entity, to violate any Federal law, including any civil rights or nondiscrimination laws.

Nothing in this condition shall be understood to relieve any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. § 1324a(a)(1).

71. **RESTRICTIONS AND CERTIFICATIONS REGARDING NONDISCLOSURE AGREEMENTS AND RELATED MATTERS.** No subrecipient under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

The foregoing is not intended to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

72. **ALL SUBAWARDS MUST HAVE SPECIFIC FEDERAL AUTHORIZATION.** All subrecipients at any tier must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that—for purposes of Federal grants administrative requirements—OJP considers a “subaward” (and therefore does not consider a procurement “contract”).

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards must have specific Federal authorization) and are incorporated by reference here.

73. **SPECIFIC POST-AWARD APPROVAL REQUIRED TO USE A NONCOMPETITIVE APPROACH IN ANY PROCUREMENT CONTRACT THAT WOULD EXCEED \$250,000.** All subrecipients at any tier must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that—for purposes of Federal grants administrative requirements—OJP considers a procurement “contract” (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)) and are incorporated by reference here.

74. **REQUIREMENTS PERTAINING TO PROHIBITED CONDUCT RELATED TO TRAFFICKING IN PERSONS (INCLUDING REPORTING REQUIREMENTS AND OJP AUTHORITY TO TERMINATE AWARD).** All subrecipients at any tier must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subrecipients or individuals defined (for purposes of this condition) as “employees” of any subrecipient.

The details of these obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)) and are incorporated by reference here.

75. **REPORTING POTENTIAL FRAUD, WASTE, AND ABUSE, AND SIMILAR MISCONDUCT.** All subrecipients at any tier must promptly refer to LETS, who will in turn refer to the DOJ Office of the Inspector General (OIG), any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award –
- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to LETS, who will in turn report to the OIG by – (1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select “Submit Report

Online”);

(2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or
(3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616- 9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

76. **JUSTICE INFORMATION SHARING.** Information sharing projects funded under this award must comply with DOJ’s Global Justice Information Sharing Initiative (Global) guidelines. All subrecipients at any tier must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at <https://bja.ojp.gov/program/it/gsp-grant-condition>. All subrecipients at any tier must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information or provide detailed justification for why an alternative approach is recommended.
77. **PROTECTION OF HUMAN RESEARCH SUBJECTS.** All subrecipients at any tier must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
78. **CONFIDENTIALITY OF DATA.** All subrecipients at any tier must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information.
79. **REQUIRED TRAINING FOR LAW ENFORCEMENT TASK FORCES.** Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online task force training. Additionally, all future task force members must complete this training once during the period of performance for this award or once every four years if multiple OJP awards include this requirement.

The required training is free through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the subrecipient must compile and maintain a task force personnel roster, along with course completion certificates, to be submitted to LETS.

Additional information regarding the training is available through BJA’s website and the Center for Task Force Integrity and Leadership (www.ctfli.org).

80. **REQUIRED DATA ON LAW ENFORCEMENT AGENCY TRAINING.** Any law enforcement agency receiving any funding from this JAG award must submit to LETS quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.
81. **EXPENDITURES PROHIBITED WITHOUT WAIVER.** No funds under this award may be

expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. § 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

82. **DNA.** If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (“CODIS,” the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their State CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).
83. **SUBMISSION OF ELIGIBLE RECORDS RELEVANT TO THE NATIONAL INSTANT BACKGROUND CHECK SYSTEM.** Consonant with Federal statutes that pertain to firearms and background checks—including 18 U.S.C. § 922 and 34 U.S.C. ch. 409—if any subrecipient at any tier uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are “eligible records” (under Federal or State law) relevant to the National Instant Background Check System (NICS); or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are “eligible records” (under Federal or State law) relevant to the NICS; the subrecipient must ensure that all such court dispositions, information, or other records that are “eligible records” (under Federal or State law) relevant to the NICS are promptly made available to the NICS or to the “State” repository/database that is electronically available to (and accessed by) the NICS, and—when appropriate—promptly must update, correct, modify, or remove such NICS-relevant “eligible records.”

In the event of minor and transitory non-compliance, LETS may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

84. **PROHIBITION ON USE OF AWARD FUNDS FOR MATCH UNDER BVP PROGRAM.** JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.
85. **CERTIFICATION OF BODY ARMOR “MANDATORY WEAR” POLICIES AND COMPLIANCE WITH NIJ STANDARDS.** If a subrecipient uses funds under this award to purchase body armor, the subrecipient must submit to LETS, a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written “mandatory wear” policy in effect. LETS must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at

any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. § 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page at <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>.

86. **FACIAL RECOGNITION**. In accepting this award, the subrecipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the subrecipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety; protects privacy, civil rights, and civil liberties; and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Subrecipients utilizing funds for FRT must make such policies and procedures available to LETS and DOJ upon request.

AGREEMENT SIGNATURES

IN WITNESS WHEREOF, THE DEPARTMENT AND THE SUBRECIPIENT HAVE EXECUTED THIS AGREEMENT, CONSISTING OF THE AGREEMENT IDENTIFYING INFORMATION AND THE CONDITIONS STATED HEREIN, AS EVIDENCED BY THE SIGNATURES BELOW:

ALABAMA DEPARTMENT OF ECONOMIC AND COMMUNITY AFFAIRS

Kenneth W. Boswell (AWT) on this date: 03/12/2025
Kenneth W. Boswell (AWT) (Mar 12, 2025 09:06 CDT)
Kenneth W. Boswell, Director, or designee

This Agreement has been reviewed for content, legal form, and complies with all applicable laws, rules, and regulations of the State of Alabama governing these matters.

ALABAMA DEPARTMENT OF ECONOMIC AND COMMUNITY AFFAIRS

Meg Williams Fiedler (KWB) on this date: 03/10/2025
Meg Williams Fiedler (KWB) (Mar 10, 2025 11:35 CDT)
Meg Williams Fiedler, General Counsel, or designee

GOVERNOR'S OFFICE, STATE OF ALABAMA

Kay Ivey on this date: 03/12/2025
Kay Ivey, Governor, or designee

SUBRECIPIENT

_____ on this date: _____



**REGULAR COMMITTEE OF THE WHOLE MEETING
APRIL 2, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of professional services agreement with DeRhonda Ponder for special needs aide services for the Expect Excellence Program. (PP/SC)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 04-15-25 25-xxx Authorize Professional Services Agreement Special Needs Aide Expect Excellence Ponder
2. 2025.03.21 Professional Services Agreement Special Needs Aide Ponder

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF
PROFESSIONAL SERVICES AGREEMENTS WITH
DERHONDA PONDER
FOR SPECIAL NEEDS AIDE SERVICES FOR THE EXPECT EXCELLENCE PROGRAM**

FINDINGS:

1. The City of Orange Beach's Expect Excellence program is in need of special needs aide services.
2. The City of Orange Beach has reached an agreement (attached Exhibit A) with DeRhonda Ponder whereby DeRhonda Ponder will provide special needs aide services for the City of Orange Beach.
3. After having reviewed the agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

1. That the Council authorizes the Mayor and City Clerk to execute and attest, respectively, the agreements in substantially the form and of substantially the content now before the Council between the City of Orange Beach and DeRhonda Ponder 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 15th DAY OF APRIL, 2025.

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. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on April 15, 2025.

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 DeRhonda Ponder, an individual (hereinafter the "Contractor"), as follows:

1. Recitals.

WHEREAS, the City desires to engage Contractor to provide special needs assistance for its Expect Excellence summer program;

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. Services to be Performed.

- a) Contractor will provide special needs services necessary to achieve the goals of the City's Expect Excellence summer program.
- b) Contractor will perform such other services with regard to the City's Expect Excellence program as are mutually agreed to between the Contractor and the City.

3. Compensation.

- a) As full and total compensation for the services to be provided pursuant to this Agreement, Contractor shall be paid \$40.00 per hour, plus pre-approved expenses incurred as part of Contractor's performance of this contract, in accordance with City policies. Pre-approved expenses are not to exceed \$80.00 for insurance fees and \$64.00 for business licensing, to be paid by the City upon presentation of a paid invoice or receipt.
- b) Contractor agrees to abide by the City's established policies.
- c) Contractor shall be paid in every two weeks, upon the City's receipt of a properly documented invoice for services performed.

4. Term.

The term of this Agreement is ten (10) weeks commencing May 27, 2025, and ending August 2, 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.

9. Termination.

- a) 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.
- b) 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.

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 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. 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

Post Office Box 458

Orange Beach, AL 36561

DeRhonda Ponder

Post Office Box 32

Orange Beach, AL 36561

IN WITNESS WHEREOF, we have hereunto set our hands and seal on this the ____ day of _____, 2025.

CITY OF ORANGE BEACH

By: _____
Tony Kennon
Mayor

ATTEST:

Renee Eberly, City Clerk

DeRhonda Ponder, an Individual

STATE OF ALABAMA
COUNTY OF BALDWIN

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

Given under my hand and seal this the _____ day of _____, 2025.

(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 DeRhonda Ponder, 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, she 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 _____, 2025.

(SEAL)

Notary Public
State of Alabama
My Commission Expires: _____



**REGULAR COMMITTEE OF THE WHOLE MEETING
APRIL 2, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a professional services agreement with Matthew Hurst for theater performance direction and stage management assistance for "Lion King JR." (SB)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 04-15-25 25-xxx Authorize Professional Services Agreement Performing Arts Matthew Hurst Lion King JR
2. 2025.03.28 Professional Services Agreement Matthew Hurst Expect Excellence Performing Arts Lion King JR

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH
MATTHEW HURST
FOR THEATER PERFORMANCE DIRECTION AND STAGE MANAGEMENT ASSISTANCE
FOR “LION KING JR”**

FINDINGS:

1. The City of Orange Beach has reached an agreement (attached Exhibit A) with Matthew Hurst whereby Matthew Hurst will provide theater performance direction and stage management assistance for the City’s fall 2025 children’s theatre production of *Lion King JR* by the Performing Arts division of the City of Orange Beach Expect Excellence program.
2. After having reviewed the agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

1. That the Council authorizes the Mayor and City Clerk to execute and attest, respectively, the agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and Matthew Hurst 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 15th DAY OF APRIL, 2025.

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. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on April 15, 2025.

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 Matthew Hurst, an individual (hereinafter the "Contractor"), as follows:

1. Recitals.

WHEREAS, the City desires to engage Contractor to provide theatrical performance direction and stage management assistance for the City's Expect Excellence Performing Arts program's fall 2025 children's theatre performance of "Lion King JR," or such other production as selected by the City;

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

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

2. Consulting Services to be Performed.

- a) Contractor will provide theatre direction and stage management assistance for the City's fall 2025 children's theatre performance of "Lion King JR," or such other production as selected by the City.
- b) Contractor will perform such other services with regard to the City's theatre performance, including providing practical and organizational support to the directors, actors, designers, stage crew and technicians throughout the production process. Contractor will also serve as the director's representative during performances, making sure that the production runs smoothly. Contractor will attend all meetings, rehearsals, tech week, and shows, and such other services as are mutually agreed to between the Contractor and the City.

3. Compensation.

- a) As full and total compensation for the services to be provided pursuant to this Agreement, Contractor shall be paid \$3,200, plus pre-approved expenses incurred as part of Contractor's performance of this contract, in accordance with City policies. Pre-approved expenses include compensation for the cost of insurance as required in Section 6 of this agreement, in accordance with City policies in an amount to be pre-authorized by the City.
- 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 in three (3) monthly payments of \$1,066.66, \$1,066.66, and \$1,066.67 following the completion of May, July, and September, respectively, upon the City's receipt of properly documented invoices for services performed as verified by the Performing Arts Center staff.

4. Term.

The term of this Agreement is six (6) months commencing April 1, 2025, and ending September 30, 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. Indemnification.

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

17. Confidentiality

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

18. Notices.

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

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

And to Contractor:

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

Matthew Hurst
4205 Antigua Court
Orange Beach, AL 36561

IN WITNESS WHEREOF, we have hereunto set our hands and seal on this the ____ day of _____, 2025.

CITY OF ORANGE BEACH

By: _____
Tony Kennon
Mayor

ATTEST:

Renee Eberly, City Clerk

CONTRACTOR

Matthew Hurst, 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 _____, 2025.

(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 Matthew Hurst, 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 _____, 2025.

(SEAL)

Notary Public
My Commission Expires: _____



**REGULAR COMMITTEE OF THE WHOLE MEETING
APRIL 2, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a performance agreement with McLean Motor Sports Productions, LLC, for the "Bama Coast Cruisin'" event as part of the 2025 Freedom Fest. (MA)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 04-15-25 25-xxx Authorize Performance Agreement McLean Motor Sports Productions Bama Coast Cruisin Freedom Fest
2. 2025.03.28 Performance Agreement McLean Motor Sports Productions Bama Coast Cruisin Freedom Fest

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
PERFORMANCE AGREEMENT WITH MCLEAN MOTOR SPORTS PRODUCTIONS, LLC
FOR THE “BAMA COAST CRUISIN’” EVENT AS PART OF THE 2025 FREEDOM FEST**

FINDINGS:

1. The City wishes to engage McLean Motor Sports Productions, LLC, an Alabama limited liability company, (Contractor) to provide an anchor car show entitled “Bama Coast Cruisin’” for the City’s fall Orange Beach Freedom Fest event and to advertise and promote the City and the Alabama Gulf Coast through this Event as part of Freedom Fest. The anchor event will bring economic growth to local businesses and support Freedom Fest. The anchor event will provide family friendly entertainment and an economic benefit to the City. The City will provide \$5,000 to support the event.
2. After having reviewed the performance 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 effective on and after its adoption by the City Council and execution by the Mayor, and shall continue in full force and effect through the completion of the event being held on or about September 20-21, 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 Performance Agreement (attached Exhibit A) in substantially the form and of substantially the content now before the Council between the City of Orange Beach and McLean Motor Sports Productions, 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 15th DAY OF APRIL, 2025.

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. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on April 15, 2025.

City Clerk

PERFORMANCE AGREEMENT

This Performance Agreement is entered into by and between the City of Orange Beach, Alabama, an Alabama Class 8 municipal corporation (“the City”) and McLean Motor Sports Productions, LLC, an Alabama limited liability corporation (“the Contractor”).

1. The Contractor is an Alabama based organization whose primary business is producing and promoting car shows. The Contractor is the only Alabama based company providing this service.

2. The Gulf Coast is the location of many events that have a significant positive economic impact on the City and its businesses, while promoting a family friendly environment.

3. The Contractor agrees to have a fall event entitled Bama Coast Cruisin’ in the City of Orange Beach (“the Event”) during the Orange Beach Freedom Fest, which event is expected to draw support and participation from local citizens and businesses, as well as draw visitors and guests to the City, stimulating the local economy thru increased revenues for businesses, the City, and the Gulf Coast. The Contractor currently hosts a successful spring event titled “Bama Coast Cruisin’”. This fall event is further expected to enhance the success of the Orange Beach Freedom Fest for the general wellbeing of the local community after the summer tourist season.

4. The City wishes to engage Contractor to provide this anchor event to the City’s fall Freedom Fest event, stimulate economic growth in a slow fall tourist season, enhance the wellbeing and quality of life of local citizens, and to advertise and promote the City and the Alabama Gulf Coast through this Event as part of Freedom Fest.

NOW, THEREFORE:

5. In consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the Contractor, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the City and the Contractor covenant and agree as follows:

Contractor’s Obligations

6. Contractor agrees to host the Bama Coast Cruise Event at the Wharf properties on or about September 20-21, 2025, during and in conjunction with the Orange Beach Freedom Fest. 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.

7. Contractor shall submit to the City the following information:

- a. A description of the event;
- b. Photographs of the event that includes photographs of the crowds in attendance, entertainment, booths, and any other activities;
- c. Screen shots that display the use of social media, including but not limited to blogs, “likes”, and comments or reviews on visitor and local citizen experiences, such as Facebook, Twitter, or other social media sites, copies of flyers, magazine or print ads;
- d. Materials that support the effectiveness of the City’s support of this event, including estimates of the number of attendees at the event, the number of visitors to the City, the

impact of the event on visitor spending, the impact of the event on hotel or other lodging occupancies, or other economic or tourism impacts on the City directly attributed to the event.

City's Obligation

8. The City will pay Contractor \$5,000 for services provided to organize and manage the Bama Coast Cruisin' car show as an anchor event to the Orange Beach Freedom Fest.

Terms

9. This Agreement shall be effective on and after its adoption by the City Council and execution by the Mayor and shall continue in full force and effect through the completion of the event. Contractor's obligation to document the event as required by paragraph 7 shall survive the expiration or termination of this Agreement.

10. Notwithstanding anything written herein to the contrary, all commitments made herein by the City are subject to the discretion of the City. If at any time the City determines that a public need arises that requires the denial or withdrawal of any in-kind service, then the City shall no longer be obligated or required to provide such in-kind services.

11. Indemnification: Contractor agrees to indemnify and hold harmless the City, its elected officials, agents, servants and employees, from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind which arise from, or which are in any way related to the event, including any reasonable attorneys' fees, expenses or costs incurred by the City as a result of any enforcement of compliance with this Agreement or defending any actions or claims related in any way to this Agreement. This provision shall survive the expiration or termination of this Agreement.

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

13. Independent Contractor. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as the 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 manner in which services by the Contractor, provided for herein, are performed, but on the contrary, the Contractor shall be wholly responsible therefore.

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

15. Compliance with Law. Contractor hereby agrees to strictly comply with all ordinances of the City and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.

16. Non-Discrimination. Contractor agrees that it will comply with Title 6 of the Civil Rights Act of 1964 assuring that no person shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or disability, in connection with this Event.

17. Insurance. Contractor shall maintain in full force and effect, liability and comprehensive insurance coverage for the Event, a copy of the certificate of insurance naming the City as an additional insured, being attached hereto. Said insurance coverage will not be altered or terminated without 30 days prior written notice to the City.

18. Notices. All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following addresses:

To the City:

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

With a required copy to:

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

To the Contractor:

Mr. Adam McLean
President
McLean Motor Sports Productions, LLC
2107 N. Grande View Lane
Alabaster, Alabama 35114

19. 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.

20. 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 the authorized representatives of the party against whom enforcement is sought.

21. 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.

22. 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.

Dated this _____ day of _____, 2025.

CITY OF ORANGE BEACH, ALABAMA
A Municipal Corporation

By: _____
Tony Kennon, Mayor

ATTEST:

Renee Eberly, City Clerk

MCLEAN MOTOR SPORTS PRODUCTIONS, LLC

By: _____
Adam McLean, President

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, Mayor and City Clerk respectively, of the City of Orange Beach, an Alabama municipal corporation, whose names 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 _____, 2025.

(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 Adam McLean, as President of McLean Motor Sports Production, LLC, whose name 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, 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 _____, 2025.

(SEAL)

Notary Public, State of Alabama
My Commission Expires: _____



**REGULAR COMMITTEE OF THE WHOLE MEETING
APRIL 2, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a performance agreement with Gulf Coast Gun Collectors Association for a collectible firearms show at the Orange Beach Event Center as part of the 2025 Freedom Fest. (MA)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 04-15-25 25-xxx Authorize Performance Agreement Gulf Coast Gun Collectors Association Freedom Fest
2. 2025.03.28 Performance Agreement Gulf Coast Gun Collectors Association Freedom Fest

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
PERFORMANCE AGREEMENT WITH GULF COAST GUN COLLECTORS ASSOCIATION
FOR A COLLECTIBLE FIREARMS SHOW AT THE ORANGE BEACH EVENT CENTER
AS PART OF THE 2025 FREEDOM FEST**

FINDINGS:

1. The City wishes to engage Gulf Coast Gun Collectors Association, a 501(c)4 domestic non-profit corporation to provide a Collectible Firearms Show for the City's fall Orange Beach Freedom Fest event and to advertise and promote the City and the Alabama Gulf Coast through this Event as part of Freedom Fest. The co-anchor event at Orange Beach Event Center will stimulate economic growth to local businesses in the typically slow fall tourist season and support Freedom Fest. The co-anchor event will also provide a safe environment, supported by the Orange Beach Police Department, for the encouragement of organized rifle, shotgun and pistol collection as well as educating the public in the safe handling and proper care of firearms.
2. After having reviewed the performance 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 effective on and after its adoption by the City Council and execution by the Mayor, and shall continue in full force and effect through the completion of the event being held on or about September 19-21, 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 Performance Agreement (attached Exhibit A) in substantially the form and of substantially the content now before the Council between the City of Orange Beach and Gulf Coast Gun Collectors Association, 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 15th DAY OF APRIL, 2025.

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. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on April 15, 2025.

City Clerk

PERFORMANCE AGREEMENT

This Performance Agreement is entered into by and between the City of Orange Beach, Alabama, an Alabama Class 8 municipal corporation (“the City”) and Gulf Coast Gun Collectors Association, a 501(c)4 domestic non-profit corporation (“the Contractor”).

1. The Contractor is an Alabama-based organization whose primary business is encouragement of organized rifle, shotgun, and pistol collection; and educating citizens in the safe handling and proper care of firearms, as well as improved marksmanship.

2. The Alabama Gulf Coast is home to many avid gun collectors, as well as those who participate in hunting for sport and recreational tournaments involving the use of such firearms. Participation in these activities can create positive economic impact for individuals and their families, as well as local organizations in and around the City.

3. The Contractor agrees to host a Collectible Firearms Show at the Orange Beach Event Center at the Wharf during the Orange Beach Freedom Fest, which event is expected to draw support and participation from local citizens and businesses, as well as draw visitors and guests to the City, stimulating the local economy through increased revenues for businesses, the City, and the Gulf Coast. The Contractor has hosted an array of successful firearms shows in the past. This fall event is further expected to enhance the success of the Orange Beach Freedom Fest for the general wellbeing of the local community after the summer tourist season.

4. The City wishes to engage Contractor to provide this co-anchor event to the City’s fall Freedom Fest event, stimulate economic growth in a slow fall tourist season, enhance the wellbeing and quality of life of local citizens, and to advertise and promote the City and the Alabama Gulf Coast through this Event as part of Freedom Fest.

NOW, THEREFORE:

5. In consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the Contractor, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the City and the Contractor covenant and agree as follows:

Contractor’s Obligations

6. Contractor agrees to host the Collectible Firearms Show at the Orange Beach Event Center at the Wharf on or about September 19-21, 2025, during and in conjunction with the Orange Beach Freedom Fest. 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.

7. In order to serve the public purpose of economic growth and public contentment, Contractor shall advertise and promote the City and the Alabama Gulf Coast through this Event.

8. Contractor shall submit to the City the following information:

- a. A description of the event;
- b. Photographs of the event that includes photographs of the crowds in attendance, entertainment, booths, and any other activities;

c. Screen shots that display the use of social media, including but not limited to blogs, “likes”, and comments or reviews on visitor and local citizen experiences, such as Facebook, Twitter, or other social media sites, copies of flyers, magazine or print ads;

d. Materials that support the effectiveness of the City’s support of this event, including estimates of the number of attendees at the event, the number of visitors to the City, the impact of the event on visitor spending, the impact of the event on hotel or other lodging occupancies, or other economic or tourism impacts on the City directly attributed to the event.

City’s Obligation

9. The City will provide the Orange Beach Event Center and its available tables and chairs and associated labor for the setup and take-down of such for the duration of Contractor’s event at a discounted rate of one thousand five hundred dollars (\$1,500.00).

10. The City will provide security by the Orange Beach Police Department, beginning at vendors’ check-in/setup time on September 19, 2025 and ending once all firearms relative to the event have left the Orange Beach Event Center premises at the close of the event on September 21, 2025.

Terms

11. This Agreement shall be effective on and after its adoption by the City Council and execution by the Mayor and shall continue in full force and effect through the completion of the event. Contractor’s obligation to document the event as required by paragraph 8 shall survive the expiration or termination of this Agreement.

12. Notwithstanding anything written herein to the contrary, all commitments made herein by the City are subject to the discretion of the City. If at any time the City determines that a public need arises that requires the denial or withdrawal of any in-kind service, then the City shall no longer be obligated or required to provide such in-kind services.

13. Indemnification: Contractor agrees to indemnify and hold harmless the City, its elected officials, agents, servants and employees, from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind which arise from, or which are in any way related to the event, including any reasonable attorneys’ fees, expenses or costs incurred by the City as a result of any enforcement of compliance with this Agreement or defending any actions or claims related in any way to this Agreement. This provision shall survive the expiration or termination of this Agreement.

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

15. Independent Contractor. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as the 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 manner in which services by the Contractor, provided for herein, are performed, but on the contrary, the Contractor shall be wholly responsible therefore.

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

17. Compliance with Law. Contractor hereby agrees to strictly comply with all ordinances of the City and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.

18. Non-Discrimination. Contractor agrees that it will comply with Title 6 of the Civil Rights Act of 1964 assuring that no person shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or disability, in connection with this Event.

19. Insurance. Contractor shall maintain in full force and effect, liability and comprehensive insurance coverage for the Event, a copy of the certificate of insurance naming the City as an additional insured, being attached hereto to the City. Proof of insurance will be provided to the City no later than sixty (60) days prior to the Event, in an amount and coverage acceptable to the City. A copy of the certificate of insurance with the City named as an additional insured shall also be provided with said proof of insurance.

20. Notices. All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following addresses:

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

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

To the Contractor:
Mr. Mark Parden
President
Gulf Coast Gun Collectors Association
P.O. Box 4
Summerdale, Alabama 36580

21. 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.

22. 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 the authorized representatives of the party against whom enforcement is sought.

23. 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.

24. 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.

Dated this _____ day of _____, 2025.

CITY OF ORANGE BEACH, ALABAMA
A Municipal Corporation

By: _____
Tony Kennon, Mayor

ATTEST:

Renee Eberly, City Clerk

GULF COAST GUN COLLECTORS ASSOCIATION

By: _____
Mark Parden, President

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, Mayor and City Clerk respectively, of the City of Orange Beach, an Alabama municipal corporation, whose names 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 _____, 2025.

(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 Mark Parden, as President of Gulf Coast Gun Collectors Association, whose name 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, 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 _____, 2025.

(SEAL)

Notary Public, State of Alabama
My Commission Expires: _____



**REGULAR COMMITTEE OF THE WHOLE MEETING
APRIL 2, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing a franchise renewal for Coast Group Transportation, LLC, dba Coast Cab, to operate a taxi service within the city limits and police jurisdiction of the City of Orange Beach. (TC)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 04-15-25 25-xxx Authorize Franchise Taxi Coast Cab
2. 2025.03.28 Franchise Renewal - Taxi - Coast Group Transportation Coast Cab_public

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING A FRANCHISE RENEWAL FOR
COAST GROUP TRANSPORTATION, LLC (DBA COAST CAB)
TO OPERATE A TAXI SERVICE WITHIN THE CITY LIMITS AND
POLICE JURISDICTION OF THE CITY OF ORANGE BEACH**

FINDINGS:

1. Coast Group Transportation, LLC, an Alabama limited liability company doing business as Coast Cab, has made application for a non-exclusive franchise for the use of city streets to operate a taxi service within the city limits and police jurisdiction.
2. The City of Orange Beach is willing to grant a non-exclusive franchise on the terms and conditions set out in the City's taxi ordinance.

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 Coast Group Transportation, LLC, dba Coast Cab, subject to final review by the City Attorney; and
2. That Coast Group Transportation, LLC, dba Coast Cab, within 30 days, shall file its acceptance of the terms of the franchise in the form attached.

ADOPTED THIS 15th DAY OF APRIL, 2025.

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. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on April 15, 2025.

City Clerk

**FRANCHISE AGREEMENT AUTHORIZING
COAST GROUP TRANSPORTATION, LLC (DBA COAST CAB)
TO OPERATE A TAXI SERVICE WITHIN THE CITY LIMITS AND
POLICE JURISDICTION OF THE CITY OF ORANGE BEACH**

This Franchise Agreement is made and entered into by and between the City of Orange Beach, Alabama (hereinafter “City”) and **COAST GROUP TRANSPORTATION, LLC, dba COAST CAB** (hereinafter “Franchisee”).

The City, as a municipal corporation of the State of Alabama, has determined that public convenience and necessity warrants the grant of a franchise for the operation of a taxicab service within the corporate limits of the City.

Franchisee desires to acquire, and the City desires to grant, a franchise for the operation of a taxicab service within the City on the terms and conditions hereinafter set out.

In consideration of the foregoing and of the mutual covenants and agreements hereinafter set out, the receipt and sufficiency of which is hereby mutually acknowledged, it is hereby understood, acknowledged, covenanted, and agreed by and between the parties as follows:

SECTION 1 - Definitions

As used in this franchise, the following terms shall have the meaning assigned as follows:

Bus: Any vehicle designed, constructed or used for the transportation of 16 or more passengers, including the driver, or any vehicle required to obtain commercial licenses and permits pursuant to state and federal laws governing commercial vehicles.

Business: A single act of transporting a passenger or passengers for hire, excluding transportation provided by any public transit agencies.

Business License: The license required by Article III, Sections 50-51 thru 50-63 of the Code of the City of Orange Beach, to operate a taxicab or limousine within the City.

City: The City of Orange Beach and its police jurisdiction.

City Driver's Permit: A permit issued by the police department for the operation of a taxicab or limousine by an applicant thereof.

Driver / Operator: Any person engaged in the business of operating a taxicab or limousine within the City or its police jurisdiction.

Franchise: The right or special privilege to conduct business in accordance with the methods, procedures, ordinances and regulations of the City of Orange Beach. The franchise is conferred upon the individual or corporation wishing to do business within the City or its police jurisdiction by signed agreement of the franchise applicant on a form provided by the City of Orange Beach, following acceptance and approval of the governing body.

Limousine: A motor vehicle used in the business of transporting passengers for hire in the City or its police jurisdiction, not operated on a fixed route. Limousines are unmetered, unmarked, ground transportation vehicles regularly engaged in the business of transporting passengers on a pre-reserved basis only. Provided, however, the classification “limousine” shall not apply to any motor vehicle which is:

- (1) Classified as a taxicab as herein defined.
- (2) Used exclusively by or under a written agreement with a hotel, motel, airport, hospital, club or other such entity for the transportation of its members, guests, patients or clients; provided, that each vehicle under such agreement will have the same distinctive visible outside painted

appearance as each other vehicle under the agreement to any such hotel, motel, airport, hospital, club or other such entity.

(3) Operated as a bus under a franchise granted by the City.

Owner: A person owning or controlling one or more taxicabs or limousines and driving or causing any such vehicle to be driven within the City or its police jurisdiction.

Passenger: A person or persons other than the driver, who is an occupant of a taxicab or limousine, who for the purposes of this ordinance, is presumed to be a passenger or passengers for hire.

Person: An individual, partnership, firm, association, corporation or any other legal entity.

Taxicab: A metered general transportation vehicle regularly engaged in the business of transporting passengers. Any automobile or similar vehicle having a regular seating capacity limited to the number of passengers for which there is an operational, manufacturer installed seatbelt for each individual passenger, engaged in carrying passengers for hire other than along a fixed route. Provided, however, the classification "taxicab" shall not apply to any motor vehicle which is:

(1) Classified as a limousine as herein defined.

(2) Used exclusively by or under a written agreement with a hotel, motel, airport, hospital, club or other such entity for the transportation of its members, guests, patients or clients; provided, that each vehicle under such agreement will have the same distinctive visible outside painted appearance as each other vehicle under the agreement to any such hotel, motel, airport, hospital, club or other such entity.

(3) Operated as a bus under a franchise granted by the City.

Terminal: The fixed base of operations from which the applicant proposes to conduct the taxicab or limousine business.

SECTION 2 - Grant of Franchise

Franchisee is hereby granted a franchise to operate a taxicab service on the public rights of way of the City for the term and upon the terms and conditions set out herein and according to the requirements of Chapter 70, Article VI, Code of Ordinances, City of Orange Beach, the terms of which are incorporated in the statute.

SECTION 3 - Term of Franchise

This franchise shall become effective upon its adoption by the City Council and when Franchisee files its acceptance, attached hereto as Exhibit A, and furnishes proof that it has complied with all of the terms of this Franchise. This Franchise shall expire, unless sooner terminated or extended in writing after the approval of the City, on December 31, 2026.

SECTION 4 - Fares and Receipts

Fare rates, drop fees and mileage rates for any metered taxicab shall be posted in a place in such taxicab that is well lighted and clearly visible to any passenger within such vehicle. A receipt in writing for the amount of metered taxicab fare paid shall be given by the operator or driver of the taxicab to whom such fare is paid, or request of any person paying the same. Such receipt shall show the exact amount of the fare paid, the origin, destination, date and hour of the trip; the state license tag number of the taxicab; the name of the taxicab company and the name of the operator or driver.

SECTION 5 - Termination or Suspension of Franchise Rights

Franchisee's rights under this Franchise may be terminated or suspended by the City in its sole discretion upon Franchisee or any agent or employee of Franchisee violating or failing to comply with any of the provisions of this Franchise Agreement or City Code.

SECTION 6 - Compliance with All Applicable Laws and Regulations

Franchisee shall at all times be and remain in compliance with City Code, all other municipal laws and regulations, and all other State and Federal laws and regulations applicable to its business and operations, including, without limitation, all licensing and taxation laws and regulations.

SECTION 7 - General Provisions

- (a) The rights of Franchisee hereunder may not be assigned or transferred in whole or in part.
- (b) The rights of Franchisee hereunder are non-exclusive, and the City fully retains the right to grant additional franchises for the same or similar activities.
- (c) Nothing in this Franchise is to be construed as a limitation on the City's authority to further regulate the business or operation of taxicabs or other incidences of Franchisee's business or operations by municipal ordinance or on the City's plenary authority to regulate and control the use of its streets, alleys, and public ways.
- (d) The grant and continuance of this Franchise is expressly conditioned on payment of the appropriate franchise fees in the amount of 2% of gross receipts on the 15th day of the month following the end of each quarter during the term of this Franchise, on the payment of all expenses of publication of this Franchise and on the payment to the City of the expense of preparation of this Franchise upon its execution in the amount of \$250.00. A 25% penalty will be assessed if payment is not received within ten (10) days of the due date. Failure to make any such payment when due shall automatically render this Franchise void.
- (e) Franchisee shall indemnify the City and its officers, agents and employees from any actions or damages of any character to any person, including personal injuries resulting in death or property damage by the conduct of Franchisee's business. Franchisee shall pay any judgment, with costs, obtained against the City, its officers, agents, or employees arising out of any such injury or damage, including costs and expenses of defense.
- (f) In the event the City finds it necessary to employ legal counsel in connection with the enforcement of this Franchise Agreement or the defense of actions taken with regard to the termination of this Franchise Agreement, Franchisee shall reimburse the City for all expenses incurred, including reasonable attorneys' fees.

Tony Kennon, Mayor

ATTEST:

Renee Eberly, City Clerk

COAST GROUP TRANSPORTATION, LLC
dba COAST CAB
Franchisee

By: _____

Its: _____

**ACCEPTANCE OF A FRANCHISE
IN THE CITY OF ORANGE BEACH, ALABAMA**

RECITALS:

1. The City of Orange Beach, Alabama ("City") by action of its City Council on April 15, 2025, adopted Resolution No. 25-xxx ("Resolution") approving a non-exclusive franchise for the use of the public streets to provide taxicab services under the terms and conditions set out in the Franchise Agreement for Coast Group Transportation, LLC, dba Coast Cab ("Provider").
2. The Resolution requires the Provider to accept the terms of the Resolution in a form and substance acceptable to the City.

NOW, THEREFORE, pursuant to the terms and requirements of the Resolution, and in consideration of the City's approval of the Franchise, Provider accepts the Franchise and makes the following representations and warranties to the City:

1. Provider is authorized to do business in Alabama and has full power, authority, and legal capacity to execute, deliver, and perform this Acceptance and perform the terms and conditions of the Franchise;
2. All actions necessary to authorize the execution and delivery of this Acceptance and the performance of the Franchise, have been duly authorized;
3. Provider has carefully read the terms and conditions of the Franchise and accepts all of the terms and conditions imposed thereunder, and agrees to abide by the same;
4. Provider acknowledges by acceptance of the Franchise that it has not been induced to accept the Franchise by reason of any promise, verbal or written, by or on behalf of the City, or by any third person, regarding any term or condition of the Franchise not expressed therein;
5. The Provider agrees to comply with all of the terms and conditions of the City's Ordinances and other laws and rules applicable to Providers' business;
6. Provider will immediately notify the City if it be engages in an activity that is neither contemplated nor authorized under the terms of the Agreement; and
7. Concurrent with this acceptance of the Agreement, Provider agrees to perform the following tasks within thirty (30) days of the adoption of the Resolution and any necessary publication, unless another date is specified in the Agreement:
 - A. Pay all required application fees required under the terms of the Agreement;
 - B. Pay the costs of any necessary publication;
 - C. File a certificate of insurance as required under the terms of the Agreement; and
 - D. Acquire a business license from the City of Orange Beach.

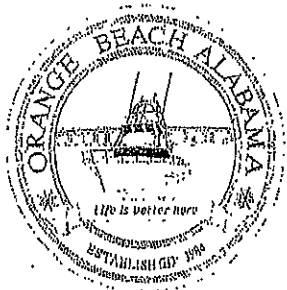
Failure to perform all such actions within a timely manner shall be deemed to be a rejection and repudiation of the Franchise Agreement.

Dated: _____

COAST GROUP TRANSPORTATION, LLC
dba COAST CAB

By: _____

Its: _____



CITY of ORANGE BEACH
FRANCHISE APPLICATION
For Taxi and/or Limousine Service

2390
\$ 250.00

☐ NEW
☒ RENEWAL

Coast Group Transportation LLC dba Coast Cab

Legal Name of Business

Applicant's Name Pamela Jones & Jon Jones

Mailing Address 11474 Patterson Lane Elberta, AL 36530 / P.O. Box 888 Orange Beach AL 36531

Physical Address of Terminal (Office) Same as above

Physical Address Vehicle Storage Same as above

Telephone 251-550-0500 E-Mail support@Coast.Cab

Type of Franchise Requested Limo / Shuttle

Number of Vehicles Operating 5

Owner/Officers

Address

DOB

Pamela Jones 11474 Patterson Ln Elberta AL 36530 1-9-60

Jon Jones 11474 Patterson Lane Elberta AL 36530 9-13-61

Drivers

Address

DOB

Ronnie Hassell 761 Jacks Branch Rd Cantonment FL 32533 3/8/82

Jeffrey Sisson 3025 Frank and Rd Cantonment FL 32533 7/4/74

Steven Odom 4881 Cypress Village #14C Orange Beach AL 36561 12/24/49

Terry Hamann 2514 Ashton Park Foley AL 36535 2/7/58

\$250.00 NON-REFUNDABLE APPLICATION FEE SHALL BE PAID WITH APPLICATION

Received
complete DATE PAID 250.00
2/26/25

- ✓ 1. Attach copy of driver's license for ALL owners, officers and drivers.
 - ✓ 2. Attach at least two (2) completed Applicant Reference Forms, for applicant and each owner/officer.
 - * 3. Attach a copy of proof of insurance showing City of Orange Beach as additional insured.
 - * 4. Attach a financial statement showing in detail applicant's current financial condition.
- Alabama Public Service Commission Permit No _____ (For transport of passengers outside the

Applicant has read and understands City of Orange Beach Code of Ordinance Chapter 70 article VI and agrees to comply with all requirements to operate in the city.

Applicant agrees to pay all costs and expenses incurred by the City in preparation of the Franchise agreement and the enactment of the enabling ordinance, to include attorney's fees for drafting of the Franchise agreement.

APPLICANT UNDERSTANDS THAT THE FILING OF THIS APPLICATION DOES NOT, IN ITSELF, CONSTITUTE AUTHORITY TO OPERATE AND WILL SUBMIT SUCH ADDITIONAL INFORMATION IN CONNECTION WITH THIS APPLICATION AS THE COUNCIL MAY REQUIRE.

Applicant Signature Jon Jacob & Pamela Jacob Date 1-15-2025

DRIVER LICENSE
ALABAMA
 NOT FOR FEDERAL IDENTIFICATION

NO. 4014240 CLASS DM
 D.O.B. 01-09-1966 EXP 01-18-2028

PAMELIA C JONES
 11474 PATTERSON LN
 ELBERTA AL 36530-4670

ENDORSEMENTS NONE
 ISS 01-18-2024

HT 5-04 EYES BLU
 WT 115 HAIR GRY

Pamela C Jones
 Secretary Hal Taylor
 Secretary of Law Enforcement

COMMERCIAL DRIVER LICENSE
ALABAMA

NO. 4501831 CLASS AMV
 D.O.B. 09-13-1961 EXP 05-24-2025

JON GREGORY JONES
 11474 PATTERSON LN
 ELBERTA AL 36530-4670

ENDORSEMENTS NONE
 ISS 05-07-2021

HT 6-08 EYES BLU
 WT 210 HAIR BRO

Jon Gregory Jones
 Secretary Hal Taylor
 Secretary of Law Enforcement

— Owner's —

Florida

DRIVER LICENSE



USA

CLASS E



4d DLN **S250-432-74-244-0**

1 **SISSON**
2 **JEFFERY LEON**
3 **3025 FRANK AVE RD**
CANTONMENT, FL 32533

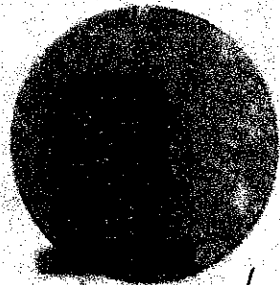
3 DOB **07/04/1974** 15 SEX **M**
1b EXP **07/04/2030** 16 HGT **6'-00"**
12 REST **NONE** 9a END **NONE**

DONOR

SAFE DRIVER

4a ISS **06/23/2022**

5DD **A802205210003**



Operation of a motor vehicle constitutes
consent to any sobriety test required by law.

OB Permit
20240529

Ob permit #
02212024

DRIVER LICENSE

ALABAMA



NO. 9629257 CLASS DMV
D.O.B. 02-07-1958 EXP 10-25-2024

TERRY LEE
HAMANN

1430 REGENCY RD UNIT D103
GULF SHORES AL 36542-3468

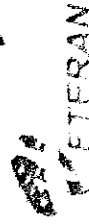
ENDORSEMENTS REST

SEX M

HT 6-02 EYES BLU
WT 290 HAIR BLD

Terry Lee Hamann

Secretary Hal Taylor
Secretary of Law Enforcement



VETERAN

DRIVER LICENSE



ALABAMA
NOT FOR FEDERAL IDENTIFICATION

NO. 2671037

CLASS DMV

D.O.B. 12-24-1949

EXP 01-18-2028

STEVENS ANTHONY

ODOM

4881 CYPRESS VILLAGE BLVD UNIT 14C

ORANGE BEACH AL 36561-8807

ENDORSEMENTS

ISS 01-22-2024

SEX M

DOB 12-24-1949

HT 5'00"

WT 200

Secretary Hal Taylor
Secretary of Law Enforcement

Florida

DRIVER LICENSE

DLN: H240-732-82-088-0

HASSELL
RONNIE LUTHER, JR
8761 JACKS BRANCH RD
CANTONMENT, FL 32513

DOB 03/08/1982 15SEX M
40EXP 03/08/2030 16HGT 5'-11"
12REST NONE 9aEND NONE



4a SS 03/01/2022

500 A742203010036

Operation of a motor vehicle constitutes
consent to any sobriety test required by law



TAXI AND/OR LIMOUSINE SERVICE APPLICANT REFERENCE FORM

NOTICE TO APPLICANT: You must submit two (2) Applicant Reference Forms filled out and signed by two (2) separate individuals who are not related to you in any way, including through marriage. This form must be signed by the character reference and his/her signature must then be notarized. **Supplying false information on this document may result in criminal charges being filed.**

Pamelia Jones (name of applicant), has filed an application to operate a for-hire vehicle/business in Orange Beach, AL. As a character reference for the applicant, please complete this form and return it to the applicant for submission with his/her Franchise Application.

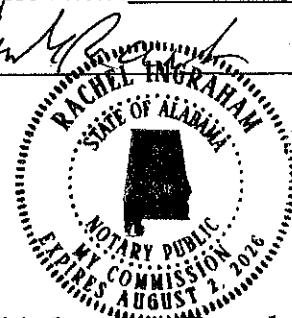
1. Is the applicant related to you by blood or marriage? YES ☒ NO
If yes, stop here and return form to applicant.
2. I have known the applicant for 15 years. Must exceed one (1) year.
3. Describe your relationship with the applicant: neighbor's friend
4. How would you rate the applicant in the following areas? Place a check mark where appropriate:
Character ☒ very high ☐ high ☐ average ☐ below average ☐ not acceptable
Honesty ☒ very high ☐ high ☐ average ☐ below average ☐ not acceptable
Reliability ☒ very high ☐ high ☐ average ☐ below average ☐ not acceptable
5. To the best of your knowledge, does the applicant use intoxicating beverages or drugs?
YES ☒ NO IF YES, please describe the extent of use: _____
6. Would you recommend that the City of Orange Beach, AL grant the applicant a franchise/license? ☒ YES ☐ NO
7. Please provide any further comment that you feel is relevant on the back of this form.

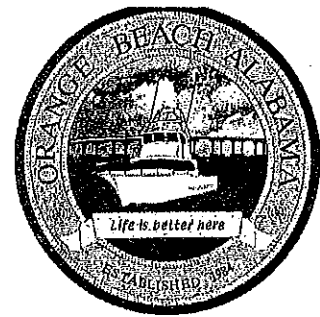
Print Name of Character Reference Kanessa A Rauch
Address of Character Reference 11430 Patterson Lane
(city) Elberta (state) AL (zip) 36530
Cell phone 251-223-1624 Home phone _____ Business Phone _____

Dated: 1-10-25 Signature of Character Reference: [Signature]

Sworn before me this 10 day of January, 2025

Notary Public Signature [Signature]





TAXI AND/OR LIMOUSINE SERVICE APPLICANT REFERENCE FORM

NOTICE TO APPLICANT: You must submit two (2) Applicant Reference Forms filled out and signed by two (2) separate individuals who are not related to you in any way, including through marriage. This form must be signed by the character reference and his/her signature must then be notarized. **Supplying false information on this document may result in criminal charges being filed.**

Pamela Jones (name of applicant), has filed an application to operate a for-hire vehicle/business in Orange Beach, AL. As a character reference for the applicant, please complete this form and return it to the applicant for submission with his/her Franchise Application.

1. Is the applicant related to you by blood or marriage? YES ☒ NO
If yes, stop here and return form to applicant.
2. I have known the applicant for 15 years. Must exceed one (1) year.
3. Describe your relationship with the applicant: neighbors + friends
4. How would you rate the applicant in the following areas? Place a check mark where appropriate:
Character ☒ very high ☐ high ☐ average ☐ below average ☐ not acceptable
Honesty ☒ very high ☐ high ☐ average ☐ below average ☐ not acceptable
Reliability ☒ very high ☐ high ☐ average ☐ below average ☐ not acceptable
5. To the best of your knowledge, does the applicant use intoxicating beverages or drugs?
YES ☒ NO IF YES, please describe the extent of use: _____
6. Would you recommend that the City of Orange Beach, AL grant the applicant a franchise/license? ☒ YES ☐ NO
7. Please provide any further comment that you feel is relevant on the back of this form.

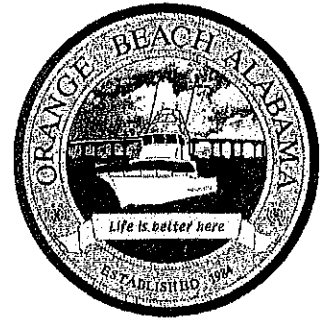
Print Name of Character Reference Steven Scott Rauch
Address of Character Reference 11430 Patterson Lane
(city) Elberta (state) AL (zip) 36530
Cell phone 251-223-3388 Home phone _____ Business Phone _____

Dated: 1-10-25 Signature of Character Reference: Steven Scott Rauch

Sworn before me this 10 day of JANUARY, 2025

Notary Public Signature [Signature]





TAXI AND/OR LIMOUSINE SERVICE APPLICANT REFERENCE FORM

NOTICE TO APPLICANT: You must submit two (2) Applicant Reference Forms filled out and signed by two (2) separate individuals who are not related to you in any way, including through marriage. This form must be signed by the character reference and his/her signature must then be notarized. **Supplying false information on this document may result in criminal charges being filed.**

Jon Jones (name of applicant), has filed an application to operate a for-hire vehicle/business in Orange Beach, AL. As a character reference for the applicant, please complete this form and return it to the applicant for submission with his/her Franchise Application.

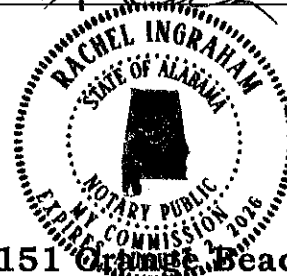
1. Is the applicant related to you by blood or marriage? ☐ YES ☒ NO
If yes, stop here and return form to applicant.
2. I have known the applicant for 15 years. Must exceed one (1) year.
3. Describe your relationship with the applicant: neighbor's & friends
4. How would you rate the applicant in the following areas? Place a check mark where appropriate:
Character ☒ very high ☐ high ☐ average ☐ below average ☐ not acceptable
Honesty ☒ very high ☐ high ☐ average ☐ below average ☐ not acceptable
Reliability ☒ very high ☐ high ☐ average ☐ below average ☐ not acceptable
5. To the best of your knowledge, does the applicant use intoxicating beverages or drugs?
☐ YES ☒ NO IF YES, please describe the extent of use: _____
6. Would you recommend that the City of Orange Beach, AL grant the applicant a franchise/license? ☒ YES ☐ NO
7. Please provide any further comment that you feel is relevant on the back of this form.

Print Name of Character Reference Karissa A Rauch
Address of Character Reference 11430 Patterson Lane
(city) Elberta (state) AL (zip) 36530
Cell phone 251-223-1624 Home phone _____ Business Phone 8

Dated: 1-10-25 Signature of Character Reference: [Signature]

Sworn before me this 10 day of January, 2025

Notary Public Signature [Signature]





TAXI AND/OR LIMOUSINE SERVICE APPLICANT REFERENCE FORM

NOTICE TO APPLICANT: You must submit two (2) Applicant Reference Forms filled out and signed by two (2) separate individuals who are not related to you in any way, including through marriage. This form must be signed by the character reference and his/her signature must then be notarized. **Supplying false information on this document may result in criminal charges being filed.**

Jon Jones (name of applicant), has filed an application to operate a for-hire vehicle/business in Orange Beach, AL. As a character reference for the applicant, please complete this form and return it to the applicant for submission with his/her Franchise Application.

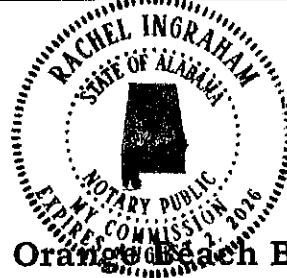
1. Is the applicant related to you by blood or marriage? ☐ YES ☒ NO
If yes, stop here and return form to applicant.
2. I have known the applicant for 15 years. Must exceed one (1) year.
3. Describe your relationship with the applicant: Neighbors + friends
4. How would you rate the applicant in the following areas? Place a check mark where appropriate:
Character ☒ very high ☐ high ☐ average ☐ below average ☐ not acceptable
Honesty ☒ very high ☐ high ☐ average ☐ below average ☐ not acceptable
Reliability ☒ very high ☐ high ☐ average ☐ below average ☐ not acceptable
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☐ YES ☒ NO IF YES, please describe the extent of use: _____
6. Would you recommend that the City of Orange Beach, AL grant the applicant a franchise/license? ☒ YES ☐ NO
7. Please provide any further comment that you feel is relevant on the back of this form.

Print Name of Character Reference Steven Scott Rauch
Address of Character Reference 11430 Patterson Lane
(city) Elberta (state) AL (zip) 36530
Cell phone 251-223-3388 Home phone _____ Business Phone _____

Dated: 1-10-25 Signature of Character Reference: Steven Scott Rauch

Sworn before me this 10 day of JANUARY, 2025

Notary Public Signature Paul W





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/26/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Professional Insurance Center, Inc. 2003 West Kennedy Blvd Tampa, Florida 33606	Phone: (813)251-4900 Fax: (813)253-2676	CONTACT NAME: Professional Insurance Center PHONE (A/C, No, Ext): (813)251-4900 FAX (A/C, No): (813)253-2676 E-MAIL ADDRESS: Professional-Insurance@piconline.com	INSURER(S) AFFORDING COVERAGE INSURER A: Progressive Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 32786
INSURED COAST GROUP TRANSPORTATION LLC PO BOX 888 ORANGE BEACH, AL 36561				

COVERAGES

CERTIFICATE NUMBER: 1425

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	☒	N	02792353-4	10/16/2024	10/16/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 300,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UM \$ 25,000/50,000
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				PER STATUTE ☐ OTHER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Continued on Attached Supplement.

CERTIFICATE HOLDER IS AN ADDITIONAL INSURED:
2012 - FORD - E350 - 1FDDE3F86CDA13846
2018 - FORD - TRANSIT - 1FBAX2CG3JKA16384
2012 - FORD - E350 - 1FDDE3FLXCDB15868
2017 - NISSAN - NV3500 - 5BZGF0AA9HN851758
2011 - FORD - E350 - 1FDDE3F87BDA24577
2019 - FORD - TRANSIT - 1FDES8PM9KKA16904

CERTIFICATE HOLDER

CANCELLATION

Holder's Nature of Interest : Additional Insured CITY OF ORANGE BEACH 4099 ORANGE BEACH BLVD ORANGE BEACH, AL 36561	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**REGULAR COMMITTEE OF THE WHOLE MEETING
APRIL 2, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing a franchise renewal for Robin's Rides, LLC, to operate a taxi service within the city limits and police jurisdiction of the City of Orange Beach. (TC)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 04-15-25 25-xxx Authorize Franchise Taxi Robins Rides
2. 2025.03.30 Franchise Renewal - Taxi - Robins Rides_public

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING A FRANCHISE FOR
ROBIN'S RIDES, LLC
TO OPERATE A TAXI SERVICE WITHIN THE CITY LIMITS AND
POLICE JURISDICTION OF THE CITY OF ORANGE BEACH**

FINDINGS:

1. Robin's Rides, LLC, an Alabama limited liability company, has made application for a non-exclusive franchise for the use of city streets to operate a taxi service within the city limits and police jurisdiction.
2. The City of Orange Beach is willing to grant a non-exclusive franchise on the terms and conditions set out in the City's taxi ordinance.

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 Robin's Rides, LLC, subject to final review by the City Attorney; and
2. That Robin's Rides, LLC, within 30 days, shall file its acceptance of the terms of the franchise in the form attached.

ADOPTED THIS 15th DAY OF APRIL, 2025.

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. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on April 15, 2025.

City Clerk

**FRANCHISE AGREEMENT AUTHORIZING
ROBIN'S RIDES, LLC
TO OPERATE A TAXI SERVICE WITHIN THE CITY LIMITS AND
POLICE JURISDICTION OF THE CITY OF ORANGE BEACH**

This Franchise Agreement is made and entered into by and between the City of Orange Beach, Alabama (hereinafter "City") and **ROBIN'S RIDES, LLC** (hereinafter "Franchisee").

The City, as a municipal corporation of the State of Alabama, has determined that public convenience and necessity warrants the grant of a franchise for the operation of a taxicab service within the corporate limits of the City.

Franchisee desires to acquire, and the City desires to grant, a franchise for the operation of a taxicab service within the City on the terms and conditions hereinafter set out.

In consideration of the foregoing and of the mutual covenants and agreements hereinafter set out, the receipt and sufficiency of which is hereby mutually acknowledged, it is hereby understood, acknowledged, covenanted, and agreed by and between the parties as follows:

SECTION 1 - Definitions

As used in this franchise, the following terms shall have the meaning assigned as follows:

Bus: Any vehicle designed, constructed or used for the transportation of 16 or more passengers, including the driver, or any vehicle required to obtain commercial licenses and permits pursuant to state and federal laws governing commercial vehicles.

Business: A single act of transporting a passenger or passengers for hire, excluding transportation provided by any public transit agencies.

Business License: The license required by Article III, Sections 50-51 thru 50-63 of the Code of the City of Orange Beach, to operate a taxicab or limousine within the City.

City: The City of Orange Beach and its police jurisdiction.

City Driver's Permit: A permit issued by the police department for the operation of a taxicab or limousine by an applicant thereof.

Driver / Operator: Any person engaged in the business of operating a taxicab or limousine within the City or its police jurisdiction.

Franchise: The right or special privilege to conduct business in accordance with the methods, procedures, ordinances and regulations of the City of Orange Beach. The franchise is conferred upon the individual or corporation wishing to do business within the City or its police jurisdiction by signed agreement of the franchise applicant on a form provided by the City of Orange Beach, following acceptance and approval of the governing body.

Limousine: A motor vehicle used in the business of transporting passengers for hire in the City or its police jurisdiction, not operated on a fixed route. Limousines are unmetered, unmarked, ground transportation vehicles regularly engaged in the business of transporting passengers on a pre-reserved basis only. Provided, however, the classification "limousine" shall not apply to any motor vehicle which is:

- (1) Classified as a taxicab as herein defined.
- (2) Used exclusively by or under a written agreement with a hotel, motel, airport, hospital, club or other such entity for the transportation of its members, guests, patients or clients; provided, that each vehicle under such agreement will have the same distinctive visible outside painted

appearance as each other vehicle under the agreement to any such hotel, motel, airport, hospital, club or other such entity.

(3) Operated as a bus under a franchise granted by the City.

Owner: A person owning or controlling one or more taxicabs or limousines and driving or causing any such vehicle to be driven within the City or its police jurisdiction.

Passenger: A person or persons other than the driver, who is an occupant of a taxicab or limousine, who for the purposes of this ordinance, is presumed to be a passenger or passengers for hire.

Person: An individual, partnership, firm, association, corporation or any other legal entity.

Taxicab: A metered general transportation vehicle regularly engaged in the business of transporting passengers. Any automobile or similar vehicle having a regular seating capacity limited to the number of passengers for which there is an operational, manufacturer installed seatbelt for each individual passenger, engaged in carrying passengers for hire other than along a fixed route. Provided, however, the classification "taxicab" shall not apply to any motor vehicle which is:

(1) Classified as a limousine as herein defined.

(2) Used exclusively by or under a written agreement with a hotel, motel, airport, hospital, club or other such entity for the transportation of its members, guests, patients or clients; provided, that each vehicle under such agreement will have the same distinctive visible outside painted appearance as each other vehicle under the agreement to any such hotel, motel, airport, hospital, club or other such entity.

(3) Operated as a bus under a franchise granted by the City.

Terminal: The fixed base of operations from which the applicant proposes to conduct the taxicab or limousine business.

SECTION 2 - Grant of Franchise

Franchisee is hereby granted a franchise to operate a taxicab service on the public rights of way of the City for the term and upon the terms and conditions set out herein and according to the requirements of Chapter 70, Article VI, Code of Ordinances, City of Orange Beach, the terms of which are incorporated in the statute.

SECTION 3 - Term of Franchise

Unless sooner terminated, suspended, or revoked, the term of this Franchise shall begin upon the day of execution and expire on December 31, 2026.

SECTION 4 - Fares and Receipts

Fare rates, drop fees and mileage rates for any metered taxicab shall be posted in a place in such taxicab that is well lighted and clearly visible to any passenger within such vehicle. A receipt in writing for the amount of metered taxicab fare paid shall be given by the operator or driver of the taxicab to whom such fare is paid, or request of any person paying the same. Such receipt shall show the exact amount of the fare paid, the origin, destination, date and hour of the trip; the state license tag number of the taxicab; the name of the taxicab company and the name of the operator or driver.

SECTION 5 - Termination or Suspension of Franchise Rights

Franchisee's rights under this Franchise may be terminated or suspended by the City in its sole discretion upon Franchisee or any agent or employee of Franchisee violating or failing to comply with any of the provisions of this Franchise Agreement or City Code.

SECTION 6 - Compliance with All Applicable Laws and Regulations

Franchisee shall at all times be and remain in compliance with City Code, all other municipal laws and

regulations, and all other State and Federal laws and regulations applicable to its business and operations, including, without limitation, all licensing and taxation laws and regulations.

SECTION 7 - General Provisions

- (a) The rights of Franchisee hereunder may not be assigned or transferred in whole or in part.
- (b) The rights of Franchisee hereunder are non-exclusive, and the City fully retains the right to grant additional franchises for the same or similar activities.
- (c) Nothing in this Franchise is to be construed as a limitation on the City's authority to further regulate the business or operation of taxicabs or other incidences of Franchisee's business or operations by municipal ordinance or on the City's plenary authority to regulate and control the use of its streets, alleys, and public ways.
- (d) The grant and continuance of this Franchise is expressly conditioned on payment of the appropriate franchise fees in the amount of 2% of gross receipts on the 15th day of the month following the end of each quarter during the term of this Franchise, on the payment of all expenses of publication of this Franchise and on the payment to the City of the expense of preparation of this Franchise upon its execution in the amount of \$250.00. A 25% penalty will be assessed if payment is not received within ten (10) days of the due date. Failure to make any such payment when due shall automatically render this Franchise void.
- (e) Franchisee shall indemnify the City and its officers, agents and employees from any actions or damages of any character to any person, including personal injuries resulting in death or property damage by the conduct of Franchisee's business. Franchisee shall pay any judgment, with costs, obtained against the City, its officers, agents, or employees arising out of any such injury or damage, including costs and expenses of defense.
- (f) In the event the City finds it necessary to employ legal counsel in connection with the enforcement of this Franchise Agreement or the defense of actions taken with regard to the termination of this Franchise Agreement, Franchisee shall reimburse the City for all expenses incurred, including reasonable attorneys' fees.

Tony Kennon, Mayor

ATTEST:

Renee Eberly, City Clerk

ROBIN'S RIDES, LLC
Franchisee

By: _____

Its: _____

**ACCEPTANCE OF A FRANCHISE
IN THE CITY OF ORANGE BEACH, ALABAMA**

RECITALS:

1. The City of Orange Beach, Alabama ("City") by action of its City Council on April 15, 2025, adopted Resolution No. 25-xxx ("Resolution") approving a non-exclusive franchise for the use of the public streets to provide taxicab services under the terms and conditions set out in the Franchise Agreement for Robin's Rides, LLC ("Provider").
2. The Resolution requires the Provider to accept the terms of the Resolution in a form and substance acceptable to the City.

NOW, THEREFORE, pursuant to the terms and requirements of the Resolution, and in consideration of the City's approval of the Franchise, Provider accepts the Franchise and makes the following representations and warranties to the City:

1. Provider is authorized to do business in Alabama and has full power, authority, and legal capacity to execute, deliver, and perform this Acceptance and perform the terms and conditions of the Franchise;
2. All actions necessary to authorize the execution and delivery of this Acceptance and the performance of the Franchise, have been duly authorized;
3. Provider has carefully read the terms and conditions of the Franchise and accepts all of the terms and conditions imposed thereunder, and agrees to abide by the same;
4. Provider acknowledges by acceptance of the Franchise that it has not been induced to accept the Franchise by reason of any promise, verbal or written, by or on behalf of the City, or by any third person, regarding any term or condition of the Franchise not expressed therein;
5. The Provider agrees to comply with all of the terms and conditions of the City's Ordinances and other laws and rules applicable to Providers' business;
6. Provider will immediately notify the City if it be engages in an activity that is neither contemplated nor authorized under the terms of the Agreement; and
7. Concurrent with this acceptance of the Agreement, Provider agrees to perform the following tasks within thirty (30) days of the adoption of the Resolution and any necessary publication, unless another date is specified in the Agreement:
 - A. Pay all required application fees required under the terms of the Agreement;
 - B. Pay the costs of any necessary publication;
 - C. File a certificate of insurance as required under the terms of the Agreement; and
 - D. Acquire a business license from the City of Orange Beach.

Failure to perform all such actions within a timely manner shall be deemed to be a rejection and repudiation of the Franchise Agreement.

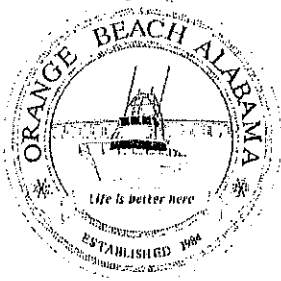
Dated: _____

ROBIN'S RIDES, LLC

By: _____

Its: _____

131
\$ 250.00



CITY of ORANGE BEACH
FRANCHISE APPLICATION
For Taxi and/or Limousine Service

☐ NEW
☒ RENEWAL

Legal Name of Business Robin's Rides LLC

Applicant's Name Robin A. Wright

Mailing Address 1510 Regency RD A113

Physical Address of Terminal (Office) _____

Physical Address Vehicle Storage 1510 Regency Road A113 G.S. AL-36542

Telephone 251-923-9098 E-Mail ROBINANN.WRIGHT@gmail.com

Type of Franchise Requested SHUTTLE

Number of Vehicles Operating 1

Owner/Officers	Address	DOB
<u>Robin A. Wright</u>	<u>1510 Regency RD A113, G.S. AL-36542</u>	<u>4/2/58</u>

Drivers	Address	DOB
<u>Robin Wright</u>	<u>1510 Regency RD A113 G.S. AL-36542</u>	<u>4/2/58</u>
<u>Doreen Young</u>	<u>1510 Regency RD A113 G.S. AL-36542</u>	<u>6/5/60</u>

\$250.00 NON-REFUNDABLE APPLICATION FEE SHALL BE PAID WITH APPLICATION

Received
completed
info - 3/20/25
DATE PAID 1/17/25

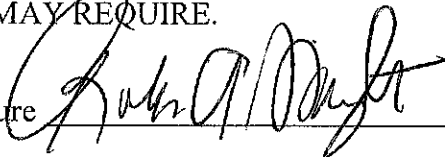
1. Attach copy of driver's license for ALL owners, officers and drivers.
 2. Attach at least two (2) completed Applicant Reference Forms, for applicant and each owner/officer.
 3. Attach a copy of proof of insurance showing City of Orange Beach as additional insured.
 4. Attach a financial statement showing in detail applicant's current financial condition.
- Alabama Public Service Commission Permit No. _____ (For transport of passengers outside the

Applicant has read and understands City of Orange Beach Code of Ordinance Chapter 70 article VI and agrees to comply with all requirements to operate in the city.

Applicant agrees to pay all costs and expenses incurred by the City in preparation of the Franchise agreement and the enactment of the enabling ordinance, to include attorney's fees for drafting of the Franchise agreement.

APPLICANT UNDERSTANDS THAT THE FILING OF THIS APPLICATION DOES NOT, IN ITSELF, CONSTITUTE AUTHORITY TO OPERATE AND WILL SUBMIT SUCH ADDITIONAL INFORMATION IN CONNECTION WITH THIS APPLICATION AS THE COUNCIL MAY REQUIRE.

Applicant Signature



Date

1/16/2005

DRIVER LICENSE
ALABAMA
NOT FOR FEDERAL IDENTIFICATION

NO: 6411770 CLASS D
D.O.B. 04-02-1958 EXP 06-17-2026

ROBIN ANN
WRIGHT

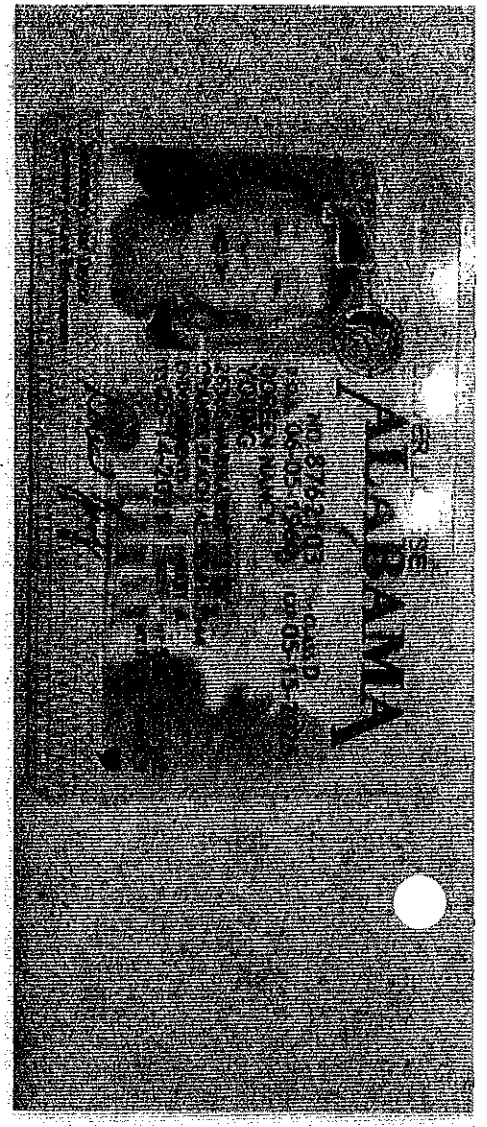
26368 MARINA RD
ORANGE BEACH AL 36561-3544

ENDORSEMENTS
ISS 07-14-2022

REST
SEX F HT 5-09 EYES BRO
WT 135 HAIR BLN

John A. Wright

Secretary Hal Taylor
Secretary of Law Enforcement





TAXI AND/OR LIMOUSINE SERVICE APPLICANT REFERENCE FORM

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Robin Wright (name of applicant), has filed an application to operate a for-hire vehicle/business in Orange Beach, AL. As a character reference for the applicant, please complete this form and return it to the applicant for submission with his/her Franchise Application.

1. Is the applicant related to you by blood or marriage? ___YES ☒ NO
If yes, stop here and return form to applicant.
2. I have known the applicant for 3 years. Must exceed one (1) year.
3. Describe your relationship with the applicant: Friend
4. How would you rate the applicant in the following areas? Place a check mark where appropriate:
Character ☒ very high ___ high ___ average ___ below average ___ not acceptable
Honesty ☒ very high ___ high ___ average ___ below average ___ not acceptable
Reliability ☒ very high ___ high ___ average ___ below average ___ not acceptable
5. To the best of your knowledge, does the applicant use intoxicating beverages or drugs?
___YES ☒ NO IF YES, please describe the extent of use: _____
6. Would you recommend that the City of Orange Beach, AL grant the applicant a franchise/license? ☒ YES ___ NO
7. Please provide any further comment that you feel is relevant on the back of this form.

Print Name of Character Reference Rob Middleton
Address of Character Reference 3810 Jubilee Point Rd.
(city) Orange Beach (state) AL (zip) 36561
Cell phone 251-377-3600 Home phone _____ Business Phone _____
Dated: 1/28/25 Signature of Character Reference: [Signature]
Sworn before me this 28th day of January, 2025
Notary Public Signature [Signature] My Commission expires on February 2, 2026



TAXI AND/OR LIMOUSINE SERVICE APPLICANT REFERENCE FORM

NOTICE TO APPLICANT: You must submit two (2) Applicant Reference Forms filled out and signed by two (2) separate individuals who are not related to you in any way, including through marriage. This form must be signed by the character reference and his/her signature must then be notarized. **Supplying false information on this document may result in criminal charges being filed.**

Robin Wright (name of applicant), has filed an application to operate a for-hire vehicle/business in Orange Beach, AL. As a character reference for the applicant, please complete this form and return it to the applicant for submission with his/her Franchise Application.

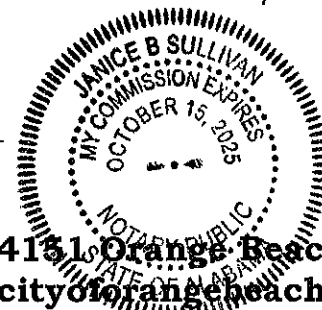
1. Is the applicant related to you by blood or marriage? YES ☒ NO
If yes, stop here and return form to applicant.
2. I have known the applicant for 3 years. Must exceed one (1) year.
3. Describe your relationship with the applicant: Property Management Company
4. How would you rate the applicant in the following areas? Place a check mark where appropriate:
Character ☒ very high ☐ high ☐ average ☐ below average ☐ not acceptable
Honesty ☒ very high ☐ high ☐ average ☐ below average ☐ not acceptable
Reliability ☒ very high ☐ high ☐ average ☐ below average ☐ not acceptable
5. To the best of your knowledge, does the applicant use intoxicating beverages or drugs?
YES ☒ NO IF YES, please describe the extent of use: _____
6. Would you recommend that the City of Orange Beach, AL grant the applicant a franchise/license? ☒ YES ☐ NO
7. Please provide any further comment that you feel is relevant on the back of this form.

Print Name of Character Reference Heather Stripling
Address of Character Reference 1510 Regency Rd
(city) Gulf Shores (state) AL (zip) 36542
Cell phone 662-816-8910 Home phone 662-364-1172 Business Phone 251-424-1716

Dated: 3/18/25 Signature of Character Reference: Heather Stripling

Sworn before me this 18th day of March, 2025

Notary Public Signature Janice B. Sullivan





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Randy Jones & Associates, Inc. PO Box 3310 Gulf Shores AL 36547		CONTACT NAME: Austin Smith PHONE (A/C, No, Ext): 251-943-5216 FAX (A/C, No): E-MAIL ADDRESS: austin-smith@leavitt.com	
INSURED Robin's Rides LLC 1510 Regency Rd A113 Gulf Shores AL 36542		INSURER(S) AFFORDING COVERAGE INSURER A: Progressive Specialty Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 32786	

COVERAGES

CERTIFICATE NUMBER: 25/26 BA

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	X	Y	977289916	2/7/2025	2/7/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 300,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined single \$ 50,000
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is listed as an Additional Insured.

CERTIFICATE HOLDER**CANCELLATION**

CERTIFICATE HOLDER tcunningham@orangebeachal.gov City of Orange Beach 4099 Orange Beach Boulevard Orange Beach, AL 36561	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE M Scarbrough/AUSMIT
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**REGULAR COMMITTEE OF THE WHOLE MEETING
APRIL 2, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing a franchise renewal for The Surfside Shuttle, LLC, to operate a taxi service within the city limits and police jurisdiction of the City of Orange Beach. (TC)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 04-15-25 25-xxx Authorize Franchise Taxi Surfside Shuttle
2. 2025.03.30 Franchise Renewal - Taxi - Surfside Shuttle_public

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING A FRANCHISE RENEWAL FOR
THE SURFSIDE SHUTTLE, LLC
TO OPERATE A TAXI SERVICE WITHIN THE CITY LIMITS AND
POLICE JURISDICTION OF THE CITY OF ORANGE BEACH**

FINDINGS:

1. The Surfside Shuttle, LLC, has made application for a non-exclusive franchise for the use of city streets to operate a taxi service within the city limits and police jurisdiction.
2. The City of Orange Beach is willing to grant a non-exclusive franchise on the terms and conditions set out in the City's taxi ordinance.

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 The Surfside Shuttle, LLC, subject to final review by the City Attorney; and
2. That The Surfside Shuttle, LLC, within 30 days, shall file its acceptance of the terms of the franchise in the form attached.

ADOPTED THIS 15th DAY OF APRIL, 2025.

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. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on April 15, 2025.

City Clerk

**FRANCHISE AGREEMENT AUTHORIZING
THE SURFSIDE SHUTTLE, LLC
TO OPERATE A TAXI SERVICE WITHIN THE CITY LIMITS AND
POLICE JURISDICTION OF THE CITY OF ORANGE BEACH**

This Franchise Agreement is made and entered into by and between the City of Orange Beach, Alabama (hereinafter “City”) and **THE SURFSIDE SHUTTLE, LLC** (hereinafter “Franchisee”).

The City, as a municipal corporation of the State of Alabama, has determined that public convenience and necessity warrants the grant of a franchise for the operation of a taxicab service within the corporate limits of the City.

Franchisee desires to acquire, and the City desires to grant, a franchise for the operation of a taxicab service within the City on the terms and conditions hereinafter set out.

In consideration of the foregoing and of the mutual covenants and agreements hereinafter set out, the receipt and sufficiency of which is hereby mutually acknowledged, it is hereby understood, acknowledged, covenanted, and agreed by and between the parties as follows:

SECTION 1 - Definitions

As used in this franchise, the following terms shall have the meaning assigned as follows:

Bus: Any vehicle designed, constructed or used for the transportation of 16 or more passengers, including the driver, or any vehicle required to obtain commercial licenses and permits pursuant to state and federal laws governing commercial vehicles.

Business: A single act of transporting a passenger or passengers for hire, excluding transportation provided by any public transit agencies.

Business License: The license required by Article III, Sections 50-51 thru 50-63 of the Code of the City of Orange Beach, to operate a taxicab or limousine within the City.

City: The City of Orange Beach and its police jurisdiction.

City Driver's Permit: A permit issued by the police department for the operation of a taxicab or limousine by an applicant thereof.

Driver / Operator: Any person engaged in the business of operating a taxicab or limousine within the City or its police jurisdiction.

Franchise: The right or special privilege to conduct business in accordance with the methods, procedures, ordinances and regulations of the City of Orange Beach. The franchise is conferred upon the individual or corporation wishing to do business within the City or its police jurisdiction by signed agreement of the franchise applicant on a form provided by the City of Orange Beach, following acceptance and approval of the governing body.

Limousine: A motor vehicle used in the business of transporting passengers for hire in the City or its police jurisdiction, not operated on a fixed route. Limousines are unmetered, unmarked, ground transportation vehicles regularly engaged in the business of transporting passengers on a pre-reserved basis only. Provided, however, the classification “limousine” shall not apply to any motor vehicle which is:

- (1) Classified as a taxicab as herein defined.
- (2) Used exclusively by or under a written agreement with a hotel, motel, airport, hospital, club or other such entity for the transportation of its members, guests, patients or clients; provided, that each vehicle under such agreement will have the same distinctive visible outside painted

appearance as each other vehicle under the agreement to any such hotel, motel, airport, hospital, club or other such entity.

(3) Operated as a bus under a franchise granted by the City.

Owner: A person owning or controlling one or more taxicabs or limousines and driving or causing any such vehicle to be driven within the City or its police jurisdiction.

Passenger: A person or persons other than the driver, who is an occupant of a taxicab or limousine, who for the purposes of this ordinance, is presumed to be a passenger or passengers for hire.

Person: An individual, partnership, firm, association, corporation or any other legal entity.

Taxicab: A metered general transportation vehicle regularly engaged in the business of transporting passengers. Any automobile or similar vehicle having a regular seating capacity limited to the number of passengers for which there is an operational, manufacturer installed seatbelt for each individual passenger, engaged in carrying passengers for hire other than along a fixed route. Provided, however, the classification "taxicab" shall not apply to any motor vehicle which is:

(1) Classified as a limousine as herein defined.

(2) Used exclusively by or under a written agreement with a hotel, motel, airport, hospital, club or other such entity for the transportation of its members, guests, patients or clients; provided, that each vehicle under such agreement will have the same distinctive visible outside painted appearance as each other vehicle under the agreement to any such hotel, motel, airport, hospital, club or other such entity.

(3) Operated as a bus under a franchise granted by the City.

Terminal: The fixed base of operations from which the applicant proposes to conduct the taxicab or limousine business.

SECTION 2 - Grant of Franchise

Franchisee is hereby granted a franchise to operate a taxicab service on the public rights of way of the City for the term and upon the terms and conditions set out herein and according to the requirements of Chapter 70, Article VI, Code of Ordinances, City of Orange Beach, the terms of which are incorporated in the statute.

SECTION 3 - Term of Franchise

This franchise shall become effective upon its adoption by the City Council and when Franchisee files its acceptance, attached hereto as Exhibit A, and furnishes proof that it has complied with all of the terms of this Franchise. This Franchise shall expire, unless sooner terminated or extended in writing after the approval of the City, on December 31, 2026.

SECTION 4 - Fares and Receipts

Fare rates, drop fees and mileage rates for any metered taxicab shall be posted in a place in such taxicab that is well lighted and clearly visible to any passenger within such vehicle. A receipt in writing for the amount of metered taxicab fare paid shall be given by the operator or driver of the taxicab to whom such fare is paid, or request of any person paying the same. Such receipt shall show the exact amount of the fare paid, the origin, destination, date and hour of the trip; the state license tag number of the taxicab; the name of the taxicab company and the name of the operator or driver.

SECTION 5 - Termination or Suspension of Franchise Rights

Franchisee's rights under this Franchise may be terminated or suspended by the City in its sole discretion upon Franchisee or any agent or employee of Franchisee violating or failing to comply with any of the provisions of this Franchise Agreement or City Code.

SECTION 6 - Compliance with All Applicable Laws and Regulations

Franchisee shall at all times be and remain in compliance with City Code, all other municipal laws and regulations, and all other State and Federal laws and regulations applicable to its business and operations, including, without limitation, all licensing and taxation laws and regulations.

SECTION 7 - General Provisions

- (a) The rights of Franchisee hereunder may not be assigned or transferred in whole or in part.
- (b) The rights of Franchisee hereunder are non-exclusive, and the City fully retains the right to grant additional franchises for the same or similar activities.
- (c) Nothing in this Franchise is to be construed as a limitation on the City's authority to further regulate the business or operation of taxicabs or other incidences of Franchisee's business or operations by municipal ordinance or on the City's plenary authority to regulate and control the use of its streets, alleys, and public ways.
- (d) The grant and continuance of this Franchise is expressly conditioned on payment of the appropriate franchise fees in the amount of 2% of gross receipts on the 15th day of the month following the end of each quarter during the term of this Franchise, on the payment of all expenses of publication of this Franchise and on the payment to the City of the expense of preparation of this Franchise upon its execution in the amount of \$250.00. A 25% penalty will be assessed if payment is not received within ten (10) days of the due date. Failure to make any such payment when due shall automatically render this Franchise void.
- (e) Franchisee shall indemnify the City and its officers, agents and employees from any actions or damages of any character to any person, including personal injuries resulting in death or property damage by the conduct of Franchisee's business. Franchisee shall pay any judgment, with costs, obtained against the City, its officers, agents, or employees arising out of any such injury or damage, including costs and expenses of defense.
- (f) In the event the City finds it necessary to employ legal counsel in connection with the enforcement of this Franchise Agreement or the defense of actions taken with regard to the termination of this Franchise Agreement, Franchisee shall reimburse the City for all expenses incurred, including reasonable attorneys' fees.

Tony Kennon, Mayor

ATTEST:

Renee Eberly, City Clerk

THE SURFSIDE SHUTTLE, LLC
Franchisee

By: _____

Its: _____

**ACCEPTANCE OF A FRANCHISE
IN THE CITY OF ORANGE BEACH, ALABAMA**

RECITALS:

1. The City of Orange Beach, Alabama ("City") by action of its City Council on April 15, 2025, adopted Resolution No. 25-xxx ("Resolution") approving a non-exclusive franchise for the use of the public streets to provide taxicab services under the terms and conditions set out in the Franchise Agreement for The Surfside Shuttle, LLC ("Provider").
2. The Resolution requires the Provider to accept the terms of the Resolution in a form and substance acceptable to the City.

NOW, THEREFORE, pursuant to the terms and requirements of the Resolution, and in consideration of the City's approval of the Franchise, Provider accepts the Franchise and makes the following representations and warranties to the City:

1. Provider is authorized to do business in Alabama and has full power, authority, and legal capacity to execute, deliver, and perform this Acceptance and perform the terms and conditions of the Franchise;
2. All actions necessary to authorize the execution and delivery of this Acceptance and the performance of the Franchise, have been duly authorized;
3. Provider has carefully read the terms and conditions of the Franchise and accepts all of the terms and conditions imposed thereunder, and agrees to abide by the same;
4. Provider acknowledges by acceptance of the Franchise that it has not been induced to accept the Franchise by reason of any promise, verbal or written, by or on behalf of the City, or by any third person, regarding any term or condition of the Franchise not expressed therein;
5. The Provider agrees to comply with all of the terms and conditions of the City's Ordinances and other laws and rules applicable to Providers' business;
6. Provider will immediately notify the City if it be engages in an activity that is neither contemplated nor authorized under the terms of the Agreement; and
7. Concurrent with this acceptance of the Agreement, Provider agrees to perform the following tasks within thirty (30) days of the adoption of the Resolution and any necessary publication, unless another date is specified in the Agreement:
 - A. Pay all required application fees required under the terms of the Agreement;
 - B. Pay the costs of any necessary publication;
 - C. File a certificate of insurance as required under the terms of the Agreement; and
 - D. Acquire a business license from the City of Orange Beach.

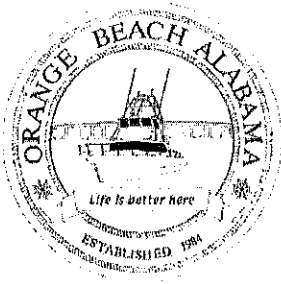
Failure to perform all such actions within a timely manner shall be deemed to be a rejection and repudiation of the Franchise Agreement.

Dated: _____

_____,
THE SURFSIDE SHUTTLE, LLC

By: _____

Its: _____



CITY of ORANGE BEACH
FRANCHISE APPLICATION
For Taxi, Shuttle and/or Limousine Service

2086
\$ 250.⁰⁰

☐ NEW
☒ RENEWAL

Legal Name of Business The Surfside Shuttle, LLC
Applicant's Name Chad Hampton
Mailing Address P.O. Box 1905, Orange Beach, AZ 36561
Physical Address of Terminal (Office) 25550 Canal Rd, Orange Beach, AZ 36561
Physical Address Vehicle Storage ''
Telephone (251) 215-1999 E-Mail the surfside shuttle@gmail.com
Type of Franchise Requested Shuttle
Number of Vehicles Operating 2

Owner/Officers	Address	DOB
<u>Richard C Hampton</u>	<u>26268 Saint Lucia Dr (OBA)</u>	<u>10/17/78</u>
<u>Bret Jennings</u>	<u>319 Preston Way, Gulf Shores</u>	<u>6/16/73</u>
<u>Casey Buckner</u>	<u>4624 Pine Blvd, Orange Beach</u>	<u>6/17/92</u>

Drivers	Address	DOB
<u>Bret Jennings</u>	<u>see above</u>	
<u>Chad Hampton</u>	<u>see above</u>	

\$250.00 NON-REFUNDABLE APPLICATION FEE SHALL BE PAID WITH APPLICATION

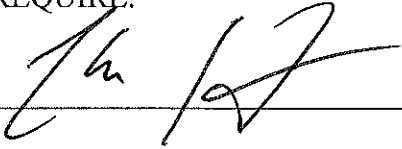
DATE PAID 3/24/25

- 1. Attach copy of driver's license for ALL owners, officers and drivers.
- 2. Attach at least two (2) completed Applicant Reference Forms, for applicant and each owner/officer.
- 3. Attach a copy of proof of insurance showing City of Orange Beach as additional insured.
- 4. Attach a financial statement showing in detail applicant's current financial condition.

Applicant has read and understands City of Orange Beach Code of Ordinance Chapter 70 article VI and agrees to comply with all requirements to operate in the city.

Applicant agrees to pay all costs and expenses incurred by the City in preparation of the Franchise agreement and the enactment of the enabling ordinance, to include attorney's fees for drafting of the Franchise agreement.

APPLICANT UNDERSTANDS THAT THE FILING OF THIS APPLICATION DOES NOT, IN ITSELF, CONSTITUTE AUTHORITY TO OPERATE AND WILL SUBMIT SUCH ADDITIONAL INFORMATION IN CONNECTION WITH THIS APPLICATION AS THE COUNCIL MAY REQUIRE.

Applicant Signature  Date 3/13/25



DRIVER LICENSE



ALABAMA

NO 829 1096 CLASS DV

D.O.B. 10-17-1978 EXP 03-09-2029

RICHARD CHADWICK
HAMPTON

26268 SAINT LUCIA DR
ORANGE BEACH AL 36561-5658

ENDORSEMENTS

ISS 10-15-2024

SEX M HT 5 FT 10 IN
WT 180 LB



Richard Hampton

Secretary Hal Taylor
Secretary of Law Enforcement

DRIVER LICENSE



ALABAMA

NOT FOR FEDERAL IDENTIFICATION

NO. 8092326 CLASS DV
DOB 06-17-1992 EXP 07-06-2027

CASEY WILLIAM
BUCKNER

4624 PINE BLVD
ORANGE BEACH AL 36561-3888

ENDORSEMENTS
ISS 06-07-2023 SEX M HT 6-07 EY BLU
WT 280 HA BRN



Secretary of Transportation
Secretary of Law Enforcement

Casey Buckner





TAXI AND/OR LIMOUSINE SERVICE APPLICANT REFERENCE FORM

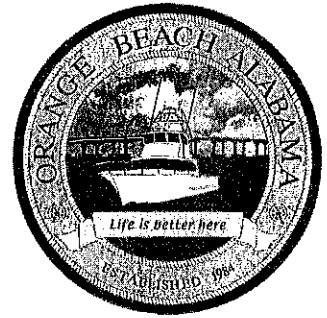
NOTICE TO APPLICANT: You must submit two (2) Applicant Reference Forms filled out and signed by two (2) separate individuals who are not related to you in any way, including through marriage. This form must be signed by the character reference and his/her signature must then be notarized. **Supplying false information on this document may result in criminal charges being filed.**

Cassey Beckner (name of applicant), has filed an application to operate a for-hire vehicle/business in Orange Beach, AL. As a character reference for the applicant, please complete this form and return it to the applicant for submission with his/her Franchise Application.

1. Is the applicant related to you by blood or marriage? YES ☒ NO
If yes, stop here and return form to applicant.
2. I have known the applicant for 3 years. Must exceed one (1) year.
3. Describe your relationship with the applicant: Friend Service together
4. How would you rate the applicant in the following areas? Place a check mark where appropriate:
Character ☒ very high ☐ high ☐ average ☐ below average ☐ not acceptable
Honesty ☒ very high ☐ high ☐ average ☐ below average ☐ not acceptable
Reliability ☒ very high ☐ high ☐ average ☐ below average ☐ not acceptable
5. To the best of your knowledge, does the applicant use intoxicating beverages or drugs?
YES ☒ NO IF YES, please describe the extent of use: _____
6. Would you recommend that the City of Orange Beach, AL grant the applicant a franchise/license? ☒ YES ☐ NO
7. Please provide any further comment that you feel is relevant on the back of this form.

Print Name of Character Reference Volanda D. Johnson
Address of Character Reference 2727 E East Beach Blvd
(city) OB (state) AL (zip) 36561
Cell phone 2056130001 Home phone 2056130001 Business Phone 2056130001
Dated: 3/7/25 Signature of Character Reference: Volanda D. Johnson
Sworn before me this 7th day of March, 2025
Notary Public Signature: Jessica Ellison Bowman

JESSICA ELLISON BOWMAN
NOTARY PUBLIC, ALABAMA STATE AT LAP
MY COMMISSION EXPIRES SEP. 12, 20



TAXI AND/OR LIMOUSINE SERVICE APPLICANT REFERENCE FORM

NOTICE TO APPLICANT: You must submit two (2) Applicant Reference Forms filled out and signed by two (2) separate individuals who are not related to you in any way, including through marriage. This form must be signed by the character reference and his/her signature must then be notarized. **Supplying false information on this document may result in criminal charges being filed.**

Casey Buckner (name of applicant), has filed an application to operate a for-hire vehicle/business in Orange Beach, AL. As a character reference for the applicant, please complete this form and return it to the applicant for submission with his/her Franchise Application.

1. Is the applicant related to you by blood or marriage? ☐ YES ☒ NO
If yes, stop here and return form to applicant.
2. I have known the applicant for 3 years. Must exceed one (1) year.
3. Describe your relationship with the applicant: Co-worker / neighbor
4. How would you rate the applicant in the following areas? Place a check mark where appropriate:
Character ☒ very high ☐ high ☐ average ☐ below average ☐ not acceptable
Honesty ☒ very high ☐ high ☐ average ☐ below average ☐ not acceptable
Reliability ☒ very high ☐ high ☐ average ☐ below average ☐ not acceptable
5. To the best of your knowledge, does the applicant use intoxicating beverages or drugs?
☐ YES ☒ NO IF YES, please describe the extent of use: _____
6. Would you recommend that the City of Orange Beach, AL grant the applicant a franchise/license? ☒ YES ☐ NO
7. Please provide any further comment that you feel is relevant on the back of this form.

Print Name of Character Reference Angel Bennett

Address of Character Reference 2374B Cypress Grove
(city) Orange Beach (state) AL (zip) 36561

Cell phone 703-608-3177 Home phone _____ Business Phone 251-979-8400

Dated: 3/7/25 Signature of Character Reference: Angel Bennett

Sworn before me this 7th day of March, 2025

Notary Public Signature Jessica Ellison Bowman

JESSICA ELLISON BOWMAN
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES SEP. 12, 2026

Orange Beach

Life is Better Here

Finance



TAXI AND/OR LIMOUSINE SERVICE APPLICANT REFERENCE FORM

NOTICE TO APPLICANT: You must submit two (2) Applicant Reference Forms filled out and signed by two (2) separate individuals who are not related to you in any way, including through marriage. This form must be signed by the character reference and his/her signature must then be notarized. **Supplying false information on this document may result in criminal charges being filed.**

Norbert M. Jennings (name of applicant), has filed an application to operate a for-hire vehicle/business in Orange Beach, AL. As a character reference for the applicant, please complete this form and return it to the applicant for submission with his/her Franchise Application.

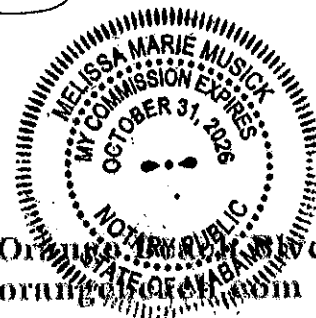
1. Is the applicant related to you by blood or marriage? YES ☒ NO
If yes, stop here and return form to applicant.
2. I have known the applicant for 3 years. Must exceed one (1) year.
3. Describe your relationship with the applicant: Personal & Professional
4. How would you rate the applicant in the following areas? Place a check mark where appropriate:
Character ☒ very high ☐ high ☐ average ☐ below average ☐ not acceptable
Honesty ☒ very high ☐ high ☐ average ☐ below average ☐ not acceptable
Reliability ☒ very high ☐ high ☐ average ☐ below average ☐ not acceptable
5. To the best of your knowledge, does the applicant use Intoxicating beverages or drugs?
YES ☒ NO IF YES, please describe the extent of use: _____
6. Would you recommend that the City of Orange Beach, AL grant the applicant a franchise/license? ☒ YES ☐ NO
7. Please provide any further comment that you feel is relevant on the back of this form.

Print Name of Character Reference Tonya Bauer
Address of Character Reference 4725 Main St.
(city) Orange Beach (state) AL (zip) 36561
Cell phone 404-271-1480 Home phone _____ Business Phone _____

Dated: 3/11/2025 Signature of Character Reference [Signature]

Sworn before me this 11 day of MARCH, 2025

Notary Public Signature [Signature]



P.O. Box 458 • Orange Beach, AL 36561 • 4151 Orange Beach Blvd
(251) 981-6096 • FAX 981-2551 • www.cityoforangebeach.com

Orange Beach

Franchise Services

Finance



TAXI AND OR LIMOUSINE SERVICE APPLICANT REFERENCE FORM

NOTICE TO APPLICANT: You must submit two (2) Applicant Reference Forms filled out and signed by two (2) separate individuals who are not related to you in any way, including through marriage. This form must be signed by the character reference and his/her signature must then be notarized. **Supplying false information on this document may result in criminal charges being filed.**

Norbert Michael Jennings (name of applicant), has filed an application to operate a for-hire vehicle/business in Orange Beach, AL. As a character reference for the applicant, please complete this form and return it to the applicant for submission with his/her Franchise Application.

1. Is the applicant related to you by blood or marriage? ☐ YES ☒ NO
If yes, stop here and return form to applicant.
2. I have known the applicant for 3 years. Must exceed one (1) year.
3. Describe your relationship with the applicant: Friend and Fellow Rotarian
4. How would you rate the applicant in the following areas? Place a check mark where appropriate:
Character ☒ very high ☐ high ☐ average ☐ below average ☐ not acceptable
Honesty ☒ very high ☐ high ☐ average ☐ below average ☐ not acceptable
Reliability ☒ very high ☐ high ☐ average ☐ below average ☐ not acceptable
5. To the best of your knowledge, does the applicant use intoxicating beverages or drugs?
☐ YES ☒ NO IF YES, please describe the extent of use: _____
6. Would you recommend that the City of Orange Beach, AL grant the applicant a franchise/license? ☒ YES ☐ NO
7. Please provide any further comment that you feel is relevant on the back of this form.

Print Name of Character Reference Shelly Beech
Address of Character Reference 6219 Glen Eagles Ave
(city) Gulf Shores (state) AL (zip) 36542
Cell phone 251-589-8858 Home phone 251-589-8858 Business Phone 251-404-7441

Dated: 3/5/25 Signature of Character Reference: Shelly Beech

Sworn before me this 5th day of March, 2025

Notary Public Signature: Grace L Keller



P.O. Box 458 • Orange Beach, AL 36561 • 4151 Orange Beach Blvd
(251) 981-6096 • FAX 981-2551 • www.cityoforangebeach.com



TAXI AND/OR LIMOUSINE SERVICE APPLICANT REFERENCE FORM

NOTICE TO APPLICANT: You must submit two (2) Applicant Reference Forms filled out and signed by two (2) separate individuals who are not related to you in any way, including through marriage. This form must be signed by the character reference and his/her signature must then be notarized. **Supplying false information on this document may result in criminal charges being filed.**

Chad Hampton (name of applicant), has filed an application to operate a for-hire vehicle/business in Orange Beach, AL. As a character reference for the applicant, please complete this form and return it to the applicant for submission with his/her Franchise Application.

1. Is the applicant related to you by blood or marriage? YES ☒ NO
If yes, stop here and return form to applicant.
2. I have known the applicant for 4 years. Must exceed one (1) year.
3. Describe your relationship with the applicant: Co-worker
4. How would you rate the applicant in the following areas? Place a check mark where appropriate:
Character ☒ very high ☐ high ☐ average ☐ below average ☐ not acceptable
Honesty ☒ very high ☐ high ☐ average ☐ below average ☐ not acceptable
Reliability ☒ very high ☐ high ☐ average ☐ below average ☐ not acceptable
5. To the best of your knowledge, does the applicant use intoxicating beverages or drugs?
YES ☒ NO IF YES, please describe the extent of use: _____
6. Would you recommend that the City of Orange Beach, AL grant the applicant a franchise/license? ☒ YES ☐ NO
7. Please provide any further comment that you feel is relevant on the back of this form.

Print Name of Character Reference Fletcher Whiddon
Address of Character Reference 4053 Stein Ave
(city) Mobile (state) AL (zip) 36608
Cell phone 334-790-2645 Home phone _____ Business Phone _____

Dated: 3/7/25 Signature of Character Reference: Fletcher Whiddon

Sworn before me this 7th day of March, 2025

Notary Public Signature: Jessica Ellison Bowman

JESSICA ELLISON BOWMAN
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES SEP. 12, 2025



TAXI AND/OR LIMOUSINE SERVICE APPLICANT REFERENCE FORM

NOTICE TO APPLICANT: You must submit two (2) Applicant Reference Forms filled out and signed by two (2) separate individuals who are not related to you in any way, including through marriage. This form must be signed by the character reference and his/her signature must then be notarized. **Supplying false information on this document may result in criminal charges being filed.**

Chad Hampton (name of applicant), has filed an application to operate a for-hire vehicle/business in Orange Beach, AL. As a character reference for the applicant, please complete this form and return it to the applicant for submission with his/her Franchise Application.

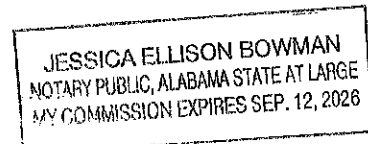
1. Is the applicant related to you by blood or marriage? YES ☒ NO
If yes, stop here and return form to applicant.
2. I have known the applicant for 10 years. Must exceed one (1) year.
3. Describe your relationship with the applicant: Friend & Coworker
4. How would you rate the applicant in the following areas? Place a check mark where appropriate:
Character ☒ very high ☐ high ☐ average ☐ below average ☐ not acceptable
Honesty ☒ very high ☐ high ☐ average ☐ below average ☐ not acceptable
Reliability ☒ very high ☐ high ☐ average ☐ below average ☐ not acceptable
5. To the best of your knowledge, does the applicant use intoxicating beverages or drugs?
YES ☒ NO IF YES, please describe the extent of use: _____
6. Would you recommend that the City of Orange Beach, AL grant the applicant a franchise/license? ☒ YES ☐ NO
7. Please provide any further comment that you feel is relevant on the back of this form.

Print Name of Character Reference Brian Lynch
Address of Character Reference 26830 4th St.
(city) Orange Beach (state) AL (zip) 36561
Cell phone 251-597-9750 Home phone _____ Business Phone _____

Dated: 03/06/2025 Signature of Character Reference: [Signature]

Sworn before me this 6th day of March, 2025.

Notary Public Signature Jessica Ellison Bowman





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/26/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Portal Insurance 951 GOVERNMENT ST B, MOBILE, AL 36604	CONTACT NAME: Progressive Commercial Lines Customer and Agent Servicing PHONE (A/C, No, Ext): 1-800-444-4487 FAX (A/C, No): E-MAIL ADDRESS: progressivecommercial@email.progressive.com	
INSURED The Surfside Shuttle DBA: taxi 26268 St Lucia Dr Orange Beach, AL 36561	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Progressive Specialty Insurance Company	32786
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 284267914050518378D032625T161932

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	N	992797762	02/06/2025	02/06/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE ☐ OTHER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	See ACORD 101 for additional coverage details.	Y	N	992797762	02/06/2025	02/06/2026	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Orange Beach 4099 Orange Beach BLVD Orange Beach, AL 36561
--

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE 



AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULEPage 1 of 1

AGENCY Portal Insurance		NAMED INSURED The Surfside Shuttle DBA: taxi 26268 St Lucia Dr Orange Beach, AL 36561
POLICY NUMBER 992797762		
CARRIER Progressive Specialty Insurance Company	NAIC CODE 32786	EFFECTIVE DATE: 02/06/2025

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Additional Coverages

Insurance coverage(s)	Limits
Uninsured/Underinsured Motorist	\$100,000 Combined Single Limit

Description of Location/Vehicles/Special Items

Scheduled autos only	
2015 FORD ECONOLINE 1FDEE3FL6FDA27923	
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded
Medical Payments	\$5,000 each person

Additional Information

Certificate holder is listed as an Additional Insured.



**REGULAR COMMITTEE OF THE WHOLE MEETING
APRIL 2, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing a franchise renewal for Waste Away Group, Inc., dba Waste Management, to remove and dispose of commercial solid waste and to remove and transport construction and demolition debris. (TC)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 04-02-25 25-xxx Authorize Franchise Solid Waste Away Group Management
2. 2025.03.30 Franchise Renewal - Solid Waste - Waste Away Group_public

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING A FRANCHISE RENEWAL FOR
WASTE AWAY GROUP, INC. (DBA WASTE MANAGEMENT)
TO REMOVE AND DISPOSE OF COMMERCIAL SOLID WASTE AND
TO REMOVE AND TRANSPORT CONSTRUCTION AND DEMOLITION DEBRIS**

FINDINGS:

1. Waste Away Group, Inc., an Alabama company doing business as Waste Management, has made application for a non-exclusive franchise for the use of city streets to remove and dispose of commercial solid waste and to remove and transport construction and demolition debris from construction projects.
2. The City of Orange Beach is willing to grant a non-exclusive franchise on the terms and conditions set out in the attached Franchise Agreement.

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 Waste Away Group, Inc., dba Waste Management, subject to final review by the City Attorney; and
2. That Waste Away Group, Inc., dba Waste Management, within 30 days, shall file its acceptance of the terms of the franchise in the form attached.

ADOPTED THIS 15th DAY OF APRIL, 2025.

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. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on April 15, 2025.

City Clerk

**FRANCHISE AGREEMENT AUTHORIZING
WASTE AWAY GROUP, INC. (DBA WASTE MANAGEMENT)
TO COLLECT COMMERCIAL SOLID WASTE AND CONSTRUCTION DEBRIS
IN THE CITY AND ITS POLICE JURISDICTION**

SECTION 1 -Non-Exclusive Franchise Granted

The City of Orange Beach hereby grants to **WASTE AWAY GROUP INC., dba WASTE MANAGEMENT** (hereinafter called the Franchisee) a non-exclusive franchise to use of streets and public places for the collection and disposal of Commercial Solid Waste and the removal and transportation of Construction and Demolition Debris, under the terms and conditions hereinafter set out.

SECTION 2 - Definitions

As used in this franchise, the following terms shall have the meaning assigned as follows:

ADMINISTRATOR shall mean the City Administrator of Orange Beach or his/her designee.

APPROVED CONTAINER shall mean an enclosed container usually constructed of metal with a close fitting cover or doors with a capacity in excess of one (1) cubic yard, approved by the County Health Department which is used to store large volumes of Solid Waste for collection.

BUSINESS shall mean all commercial establishments, including, but not limited to motels, hotels, recreational vehicle rental space(s), stores, office buildings, irrespective of the form of ownership, restaurants, service stations and garages, laundry and cleaning establishments, industrial establishments and all other places not classified as “residential premises” or a “residential unit” that produce or accumulate solid waste, including adjacent unimproved property.

CITY shall mean the City of Orange Beach, a political subdivision of the State of Alabama.

COLLECTION shall mean the act of removing material from a construction or demolition site.

COLLECTOR shall mean Waste Away Group, Inc., dba Waste Management, the entity authorized by this ordinance to engage in the collection and transportation of Construction and Demolition Debris.

COMMERCIAL DEMOLITION DEBRIS shall mean material from a construction or demolition site mixed with other types of solid waste. This debris shall be handled as Business and not Residential.

COMMERCIAL SOLID WASTE shall mean garbage, rubbish, yard waste or trash, clean debris, “white” goods, construction and demolition waste or other discarded material or refuse, other than Residential.

CONSTRUCTION AND DEMOLITION DEBRIS shall mean materials generally considered to be not water soluble and non-hazardous in nature, including, but not limited to steel, glass, brick, concrete, asphalt roofing materials, pipe, gypsum wallboard, and lumber, from a construction or demolition project and including rocks, soils, tree remains, trees (all diameters), and other vegetative matter which normally results from land clearing operations. Mixing of Construction and Demolition Debris with other types of Solid Waste, including material from a construction or demolition site which is not from the actual construction or destruction of a structure, will cause it to be classified as Commercial Demolition Debris.

COUNCIL shall mean the City Council of the City of Orange Beach, Alabama.

CUSTOMER shall mean any person or persons, firm, corporation or association who/which contracts with the Collector for collection and disposal of Commercial Solid Waste and/or Construction and Demolition Debris for a fee.

DISPOSAL FACILITY shall mean the Magnolia Landfill located in the County, or if not available, to any other Solid Waste Facility or Solid Waste Management Facility designated as a RCRA Subtitle D site or one operating under Subtitle D regulations in Alabama, Mississippi or Florida.

HAZARDOUS WASTE shall mean Solid Waste, or a combination of Solid Wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed and including any materials specifically designated by state or federal agencies.

HOUSEHOLD WASTE shall mean any combination of refuse usual to housekeeping and generated solely by residents in the ordinary course of residential occupancy of a premises, excluding major appliances, such as stoves and refrigerators, furniture, automobile bodies and parts, tires, household and yard appliances, and other bulky items not suitable for proper confinement in the garbage receptacle.

PUTRESCIBLE WASTE shall mean food waste or garbage that will rot or decay producing foul odors or attract vectors. Putrescible waste includes containers that are contaminated by such waste.

RESIDENTIAL WASTE shall mean Garbage, Rubbish, and Recyclable Materials resulting from the normal housekeeping activities of a Residential Unit.

SOLID WASTE shall mean Garbage, Rubbish, Yard Waste or Trash, Clean Debris, "White" Goods, Construction and Demolition Waste or other discarded material or refuse.

SPECIAL WASTES shall mean Solid Waste that requires special handling and management, including, but not limited to, whole tires, used oil, lead acid batteries, and Biological Wastes.

WHITE GOODS shall mean refrigerators, ranges, water heaters, freezers and other large appliances.

YARD WASTE shall mean material resulting from landscape maintenance, including but not limited to grass clippings, leaves, twigs, small trees (6" diameter or less), etc., and material not resulting from land-clearing operations.

SECTION 3 - Service Undertaking

The Franchisee shall offer services solely for the collection and disposal of Commercial Solid Waste and Construction and Demolition Debris to persons located within the corporate limits of the City and its police jurisdiction. Upon request, a Franchisee shall provide to the City's Finance Department, a listing of customers, service location, frequency of pickup and types of service provided, as well as, franchisee telephone numbers and contact personnel.

SECTION 4 - Equipment

Franchisee shall utilize such trucks or other collection equipment and/or vehicles necessary and approved by the City's Public Works Director for the collection and disposal of Commercial Solid Waste. Vehicles utilized by Franchisee shall be so covered, secured or sealed that there will be no loss during haulage to cause littering of streets and highways, or cause a nuisance or hazard to the public health. Franchisee shall utilize an adequate number of collection vehicles and/or equipment based on number of customers and solid waste generated. In the event the City in its discretion determines that an adequate number or type of vehicles or equipment is not being utilized by Franchisee, it shall so notify Franchisee in writing. All vehicles or equipment utilized by Franchisee shall be maintained in a safe and clean operating condition, and the City at its convenience may inspect such vehicles or equipment from time to time. The collection containers provided by Franchisee shall be maintained by Franchisee in good repair and in a sanitary condition.

SECTION 5 - Frequency of Collection

Franchisee shall begin and complete scheduled collections of Commercial Solid Waste and Construction and Demolition Debris at a time that shall be mutually agreed between Customer and Franchisee. Collection containers provided by Franchisee shall be in a sanitary condition and equipped so that contents will not fall out.

SECTION 6 - Compliance with Collection and Disposal Laws and Regulations

Franchisee shall dispose of all solid waste collected by it in accordance with all applicable federal, state, county, and municipal laws, ordinances, rules and regulations pertaining to the collection of disposal of such waste material. Specifically, but without limitation, such waste shall be disposed of only in a disposal facility duly licensed and permitted by all governmental entities and agencies having jurisdiction with respect to such site and Franchisee shall comply with all reporting requirements of all governmental entities and agencies having jurisdiction. Upon request, Franchisee shall provide the City with copies of any and all such reports.

SECTION 7 - Books and Records of Franchisee

The books and records of Franchisee relevant to its collection and disposal services in the service area shall be available for inspection or audit by the City during the hours of 8:00 a.m. to 4:00 p.m. Monday through Friday, legal holidays excepted. If such books and records are not regularly maintained by Franchisee within the corporate limits of the City, Franchisee shall present such books and records for inspection or audit at the Municipal Complex upon twenty-four (24) hours oral or written demand for inspection or audit. In addition, upon request, Franchisee shall provide to the City a customer listing, frequency of collection, quantity of waste collected, and any other necessary reports or documentation, to meet ADEM reporting requirements.

The accounting system utilized by the Franchisee shall be in accordance with generally accepted accounting principles. Franchisee shall provide the City with an acceptable detailed annual operating statement or consolidated operating statement within forty-five (45) days after the end of each of Franchisee's fiscal year during the term of this Franchise.

SECTION 8 - Cause for Cancellation

The City shall have the right to cancel this Franchise for cause, including, without limitation, insufficiency or irregularity of services, financial irregularities, violation of governmental law, ordinance, rule or regulation, or other misfeasance, malfeasance, or nonfeasance in the provision of services under this Franchise or breach of the terms and conditions herein. In the event the City believes cause for termination exists, it will give written notice to Franchisee of the basis on which it believes cause for termination exists and will give Franchisee an opportunity to appear before a regular or special meeting of the Municipal Council to present any evidence or explanation of the existence of cause for termination. Following such presentation, the City may elect to terminate this Franchise, may elect to continue this Franchise, either as written or under probationary conditions, or may elect such other action as may be in the best interest of the City. Franchisee shall be given written notice of the action of the Council, and no termination shall become effective earlier than thirty (30) days following the giving of such notice.

SECTION 9 - Indemnification

The Franchisee shall indemnify and hold the City, its elected and appointed officials, officers, agents, servants, and employees harmless from any and all claims or demands (including reasonable attorneys fees) of whatever kind or character arising directly or indirectly, proximately or remotely, from the operation of solid waste collection activities by Franchisee.

SECTION 10 - No Assignment or Transfer

This Franchise nor the rights of Franchisee hereunder may not be sold, assigned, pledged or transferred in whole or in part by Franchisee. In this regard, the sale, transfer, or conveyance of more than fifty percent (50%) of the shares of voting stock of Franchisee to any one person or entity shall be considered an assignment.

SECTION 11 - Insurance

Franchisee, as a condition under this document, shall furnish and maintain comprehensive general liability insurance coverage in coverage amount not less than \$2,000,000, single limit, under a policy

issued by an insurer acceptable to the City. Such policy shall be in a form satisfactory to the City and shall name the City as additional insured against any liability for personal injury, death, or property damage arising directly or indirectly from the collection or disposal services to be performed by Franchisee. Any lapse in the coverage required in this paragraph shall result in an automatic and immediate suspension of the franchise rights granted Franchisee hereunder. Franchisee shall provide acceptable documentation to the City of Workers Compensation Insurance.

SECTION 12 - Nonexclusivity

The franchise rights granted hereunder shall be non-exclusive, and the City may at any time and from time to time award similar franchise rights to other persons or entities. This Franchise is the grant of a non-exclusive franchise pursuant to Section 220 of the Constitution of Alabama.

SECTION 13 - No Agency

Franchisee shall be an independent contractor and not the agent of the City for any purpose. The City assumes no responsibility for the collection of fees or other debts owed to Franchisee.

SECTION 14 - Term

This franchise shall become effective upon its adoption by the City Council and when Franchisee files its acceptance, attached hereto as Exhibit A, and furnishes proof that it has complied with all of the terms of this Franchise. This Franchise shall expire, unless sooner terminated or extended in writing after the approval of the City, on December 31, 2026.

SECTION 15 - Consideration for Franchise Rights

As consideration for the franchise rights granted hereunder and unless and until increased or amended as provided in this paragraph, Franchisee shall pay to the City an annual franchise fee equal to three percent (3%) of Franchisee's gross receipts from charges for services rendered pursuant to this Franchise. Such franchise fee shall be paid to the City every three (3) months, with the first payment being due and payable three (3) months from the effective date of this Franchise. A late charge equal to ten percent (10%) of the amount due every three (3) months shall be assessed for each one to thirty-day (1-30) period said franchise fee is not paid after its due date.

The City reserves the right from time to time and at any time during the term of this Franchise to amend the terms hereof, to increase the amount of the franchise fee, to impose a franchise fee obligation in a set amount or to otherwise alter or amend the franchise fee obligation of Franchisee hereunder; provided, however, that Franchisee shall be given written notice of any such alteration or amendment and such alteration or amendment shall not take effect sooner than the date that is sixty (60) days after the date on which the notice is delivered to Franchisee or the first anniversary date of the effective date of this Franchise occurring after the giving of notice, whichever date is later. In the event of notification of an increase of the franchise fee hereunder or the imposition of a fee based on a percentage of Franchisee's receipts, Franchisee may elect in writing prior to the effective date of the franchise fee increase or amendment to terminate this Franchise as of the effective date of the franchise fee increase or amendment, in which case all rights and privileges of Franchisee shall terminate as of such date.

SECTION 16 - Permit Submittal

Copies of all applications for permits from board or agencies of the County, State, or Federal government having jurisdiction over any activities of the Franchisee in relation to this Franchise shall be provided to the City at the time of their submittal to the governing agency.

SECTION 17 - Complete Franchise

This Franchise sets out the complete conditions with respect to the subject matter hereof and may not be amended except in a writing whose execution by the City has been approved by Ordinance or formal resolution of the Municipal Council.

SECTION 18 - Compliance with ADEM and other State Reporting Requirements

The City is required to quarterly and annually submit full cost accounting of solid waste collections, etc., to the Baldwin County Commission and the Alabama Department of Environmental Management (ADEM). Franchisee shall submit all required and requested full cost accounting reports to the County Commission and ADEM by the requested deadline dates. Copies of these reports will be submitted simultaneously to the City, along with a full listing of all customer accounts.

SECTION 19 - Severability Clause

The provisions of this Ordinance are hereby declared to be severable. In the event any provision hereof shall be held invalid by a court of competent jurisdiction, such invalidity shall not affect any other portion of this Ordinance.

ATTEST:

Tony Kennon, Mayor

Renee Eberly, City Clerk

WASTE AWAY GROUP, INC.
dba WASTE MANAGEMENT
Franchisee

By: _____

Its: _____

**ACCEPTANCE OF A FRANCHISE
IN THE CITY OF ORANGE BEACH, ALABAMA**

RECITALS:

1. The City of Orange Beach, Alabama ("City") by action of its City Council on April 15, 2025, adopted Resolution No. 25-xxx ("Resolution") approving a non-exclusive franchise for the use of the public streets to remove and dispose of commercial solid waste and to remove and transport construction and demolition debris under the terms and conditions set out in the Franchise Agreement for Waste Away Group, Inc., d/b/a Waste Management ("Provider").
2. This Resolution requires the Provider to accept the terms of the Resolution in a form and substance acceptable to the City.

NOW, THEREFORE, pursuant to the terms and requirements of the Resolution, and in consideration of the City's approval of the Franchise, Provider accepts the Franchise and makes the following representations and warranties to the City:

1. Provider is authorized to do business in Alabama and has full power, authority, and legal capacity to execute, deliver, and perform this Acceptance and perform the terms and conditions of the Franchise;
2. All actions necessary to authorize the execution and delivery of this Acceptance and the performance of the Franchise, have been duly authorized;
3. Provider has carefully read the terms and conditions of the Franchise and accepts all of the terms and conditions imposed thereunder, and agrees to abide by the same;
4. Provider acknowledges by acceptance of the Franchise that it has not been induced to accept the Franchise by reason of any promise, verbal or written, by or on behalf of the City, or by any third person, regarding any term or condition of the Franchise not expressed therein;
5. The Provider agrees to comply with all of the terms and conditions of the City's Ordinances and other laws and rules applicable to Providers' business;
6. Provider will immediately notify the City if it be engages in an activity that is neither contemplated nor authorized under the terms of the Agreement; and
7. Concurrent with this acceptance of the Agreement, Provider agrees to perform the following tasks within thirty (30) days of the adoption of the Resolution and any necessary publication, unless another date is specified in the Agreement:
 - A. Pay all required application fees required under the terms of the Agreement;
 - B. Pay the costs of any necessary publication;
 - C. File a certificate of insurance as required under the terms of the Agreement; and
 - D. Acquire a business license from the City of Orange Beach.

Failure to perform all such actions within a timely manner shall be deemed to be a rejection and repudiation of the Franchise Agreement.

Dated: _____

WASTE AWAY GROUP, INC.
dba WASTE MANAGEMENT

By: _____

Its: _____



6317
CITY of ORANGE BEACH
FRANCHISE APPLICATION

#2001172293
\$ 250.00

☐ NEW
☒ RENEWAL

Business Name Waste Away Group Inc, dba Waste Management of AL-Mobile

Applicant's Name _____

Mailing Address 18110 EUREKA DR Foley, AL 36535

Physical Address Office Same

Telephone 251-677-6193 E-Mail JANOLD3@wm.com

Type of Franchise Requested 2025

Owner/Officers	Address	DOB
<u>Robert Byrkin</u>	<u>6303 PALM BLVD Rd, Mltz FL</u>	<u>Dist. Mgr</u>
<u>Pam Lacourse</u>	<u>Smugra, FL</u>	<u>Sr Dist Mgr</u>

\$250.00 NON-REFUNDABLE APPLICATION FEE SHALL BE PAID WITH APPLICATION

Received
Completed DATE PAID 2/17/25
Paperwork 3/20/25

- ✓ 1. Attach a copy of proof of insurance showing City of Orange Beach as additional insured.
✓ 2. Attach a financial statement showing in detail applicant's current financial condition.

Applicant agrees to pay all costs and expenses incurred by the City in preparation of the Franchise agreement and the enactment of the enabling ordinance, to include attorney's fees for drafting of the Franchise agreement.

APPLICANT UNDERSTANDS THAT THE FILING OF THIS APPLICATION DOES NOT, IN ITSELF, CONSTITUTE AUTHORITY TO OPERATE AND WILL SUBMIT SUCH ADDITIONAL INFORMATION IN CONNECTION WITH THIS APPLICATION AS THE COUNCIL MAY REQUIRE.

Applicant Signature [Signature] Date 2/27/25



CERTIFICATE OF LIABILITY INSURANCE

1/1/2026

DATE (MM/DD/YYYY)

12/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Lockton Companies, LLC DBA as Lockton Insurance Brokers, LLC in CA CA license #0F15767 3657 Briarpark Dr., Ste. 700 Houston TX 77042 (866) 260-3538	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED 1300299	WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT GULF COAST 18110 EUREKA DRIVE FOLEY AL 36535	E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Indemnity Insurance Co of North America	NAIC # 43575
		INSURER B : ACE American Insurance Company	22667
		INSURER C : ACE Fire Underwriters Insurance Company	20702
		INSURER D : ACE Property and Casualty Insurance Company	20699
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 15864631 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU INCLUDED ☒ ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOG OTHER:	Y	Y	HDO G48900793	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COM/POP AGG \$ 6,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ MCS-90	Y	Y	MMT H1082235A	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
D	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	XEU 27929242 010	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
A B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y N/A	WLR C72629668 (AOS) WLR C72629620 (AZ, CA & MA) SCF C7262970A (WI)	1/1/2025 1/1/2025 1/1/2025	1/1/2026 1/1/2026 1/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
B	EXCESS AUTO LIABILITY	Y	Y	XSA H10822269	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT \$9,000,000 (BACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES (EXCEPT FOR WORKERS' COMP/EMPLOYER'S LIABILITY) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER	CANCELLATION
15864631 CITY OF ORANGE BEACH 4099 ORANGE BEACH BLVD ORANGE BEACH AL 36561	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

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**REGULAR COMMITTEE OF THE WHOLE MEETING
APRIL 2, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a professional services agreement with Lose and Associates, Inc., dba Lose Design, for a conceptual design to renovate and expand the Aquatics Center. (NA)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 04-15-25 25-xxx Authorize Professional Services Agreement Lose Design Aquatics Center
2. 2025.03.30 Professional Services Agreement Lose Design Aquatics Center - Proposal
3. 2025.03.30 Professional Services Agreement Lose Design Aquatics Center

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH
LOSE AND ASSOCIATES, INC. (DBA LOSE DESIGN) FOR A
CONCEPTUAL DESIGN TO RENOVATE AND EXPAND THE AQUATICS CENTER**

FINDINGS:

1. The City of Orange Beach's Parks and Recreation Department is in need of conceptual design services for the purpose of renovation and expansion of the Aquatics Center.
2. After evaluation, the Parks and Recreation Director has recommended Lose and Associates, Inc., doing business as Lose Design.
3. After having reviewed the agreement (attached Exhibit A) and the proposal (attached Exhibit B), the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

1. That the Council authorizes the Mayor and City Clerk to execute and attest, respectively, the agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and Lose and Associates, Inc., dba Lose Design, 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 15th DAY OF APRIL, 2025.

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. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on April 15, 2025.

City Clerk

March 25, 2025

Nicole Ard
Director, Parks and Recreation Department
City of Orange Beach
4151 Orange Beach Blvd.
Orange Beach, AL 36561

RE: Aquatic Center Concepts

Dear Nicole,

Lose Design, provider of landscape architecture, land planning, architecture, and civil engineering services, is pleased to offer its professional services for your project in Orange Beach, AL.

If this proposal is acceptable, please provide your authorization on the space provided on the attached signature page and return one signed copy to our office. Once the agreement is received, a fully executed contract will be forwarded for your files.

Sincerely,

LOSE DESIGN



Whit Alexander, PLA LEED AP
Executive Vice President

SCOPE OF SERVICES/FEES

Aquatics Concepts

Orange Beach, AL

Lose Project Number 24137, Aquatics Concepts-Orange Beach, AL

Project Description

Lose Design understands that the City of Orange Beach, AL wishes to explore conceptual layouts for the renovation/expansion of its existing aquatic center to include replacement of the existing outdoor lap pool, a new outdoor splash pool, a new outdoor splashpad and either a new support building or renovation/expansion of the existing building. It is desired that the concepts will identify ways to stage the construction over two years, to allow portions of the facility to remain open.

Task 1 – Site and Building Conceptual Design

This task will consist of the following:

- Site visit by both site and building design staff to evaluate existing conditions
- Site base map and building floorplan preparation to a conceptual level using available resources
- Preparation of 2 alternative conceptual layouts for both site and building improvements
- Virtual meeting with the client team to review the 2 alternatives
- Preparation of a preliminary master plan for both the site and building. This step includes a preliminary opinion of probable cost for construction.
- Virtual meeting with the client team to review the preliminary master plan and opinion of probable cost.
- Preparation of a final master plan for both the site and building. This step includes a preliminary opinion of probable cost for construction.
- Virtual meeting with the client team to review the final master plan and opinion of probable cost.

Task 2 (Optional) – Conceptual Aquatic Engineering

This task will consist of the following:

- In order to facilitate the work in Task 1, we will employ the services of Water Technologies Inc., to provide preliminary conceptual engineering of aquatic component improvements. Their work will assist in determining the layouts and phasing of the items from Task 1. Their meetings with the team will be virtual.

Task 3 (Optional) –3D Rendierings

This task will consist of the following:

- Preparation of a 3D rendering of the final site and building master plan to assist with funding efforts.

Additional Services

Only items of work specifically called out under the Scope of Services section of this agreement are to be performed for the specified fees as a part of the contract. The Design Professional will consider any items not so specified as "Additional Services" and will perform those services upon request on an hourly fee basis as noted below.

Exclusions/Potential Additional Services

- Professional Services other than those listed in the above Scope of Services
- Specialized environmental services other than those listed in the above Scope of Services
- Structural Engineering
- Geotechnical Engineering design or inspections
- Traffic Engineering Services
- Surveying Services
- MP&E Services
- Detailed Cost Estimating Services
- Detailed Construction Inspections other than those listed in the above Scope of Services

Fees

The services described herein will be provided on a basis as follows:

<u>Description of Services</u>	<u>Fee Amount ⁽¹⁾</u>
Task 1	\$35,000.00
Task 2 (Optional)	\$16,240.00
Task 3 (Optional)	\$12,750.00

Notes:

(1) Expense amounts are included in these fees, and are inclusive of reasonable out-of-pocket expenses incurred on behalf of the client and shall include travel and subsistence, plotting and reproduction, deliveries, and mileage.

Remit Payment To:

Lose Design
Attn: Accounts Receivable
2809 Foster Avenue
Nashville, TN 37210

Questions May Be Directed to:

Tammy Boyte
Controller
tboyte@lose.design
615-767-5811



HOURLY RATE and REIMBURSABLE EXPENSES SCHEDULE (for use with requested Additional Services)

Professional Services Hourly Rate

Executive Management	\$275.00
Vice President	\$273.00
Sr. Engineer, Sr. Project Manager	\$242.00
Sr. Architect	\$221.00
Sr. Landscape Architect, Sr. Land Planner	\$210.00
Project Manager	\$210.00
Engineer, Architect	\$200.00
Landscape Architect, Interior Designer, Planner	\$184.00
Engineer in Training	\$158.00
Intern Architect	\$152.00
Land Planner	\$147.00
Senior Proposal Coordinator	\$142.00
BIM Specialist	\$137.00
Technician, Marketing Content Creator	\$105.00
Project Accounting Coordinator, Administrative Assistant	\$105.00

Reimbursable Expenses

Consultants' Services	cost + 10%
Prints	cost + 10%
Postage and Shipping	cost + 10%
Mileage and Travel Expenses	cost + 10%
Copies	cost + 10%

January 1, 2025

NOTE: All the above-stated fees and expenses are to be billed monthly, and the invoices are due and payable upon receipt. Other reimbursable expenses not shown hereon will be invoiced at our cost plus 10%. These rates are current until January 1, 2026, at which time they may be adjusted by the Design Professional.

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 Lose and Associates, Inc., dba Lose Design, a Domestic corporation (hereinafter the "Contractor"), as follows:

1. Recitals

WHEREAS, the City desires to engage Contractor to provide conceptual design services for the purpose of renovation and expansion of the aquatics center;

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

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

2. Services to be Performed

- a) Contractor will provide conceptual design services for the purpose of renovation and expansion of the aquatics center.
- b) Contractor will perform such other services with regard to the City's renovation and expansion of the aquatics center as are mutually agreed to between the Contractor and the City.

3. Compensation

- a) As full and total compensation for the services to be provided pursuant to this Agreement, Contractor shall be paid \$63,990, plus pre-approved expenses incurred as part of Contractor's performance of this contract, in accordance with City policies.
- b) Contractor agrees to abide by the City's established policies and agrees that any travel and expenses must be approved in writing in advance by the City.
- c) Contractor shall be paid flat fee, upon the City's receipt of a properly documented invoice for coaching services performed.

4. Term.

The term of this Agreement is four months commencing April 15, 2025, and ending August 15, 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 as "Exhibit A", 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 of the City of Orange Beach.

9. Termination.

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

10. Final Agreement.

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

11. Modifications.

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

12. Severability.

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

13. Law Governing.

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

14. Permits, etc.

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

15. Background Check and Drug Testing.

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

16. Indemnification.

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

17. Confidentiality.

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

18. Notices.

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

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

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

And to Contractor:
Lose and Associates, Inc., dba Lose Design
3237 Sattellite Blvd, Suite 450
Duluth, GA 30096

IN WITNESS WHEREOF, we have hereunto set our hands and seal on this the ____ day of _____, 2025.

CITY OF ORANGE BEACH

By: _____
Tony Kennon
Mayor

ATTEST:

Renee Eberly, City Clerk

CONTRACTOR

Lose and Associates, Inc., dba Lose Design
Executive Vice President

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 _____, 2025.

(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 _____, Executive Vice President of Lose and Associates, Inc., doing business as Lose Design, 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 _____, 2025.

(SEAL)

Notary Public
My Commission Expires: _____



**REGULAR COMMITTEE OF THE WHOLE MEETING
APRIL 2, 2025**

Departments: City Clerk

Description of Topic: Reminder: Public hearing and first reading for an Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0408-PUDA-25, Village of Tannin PUD Modification, Lot 1 Land Use Designation on April 15, 2025.

Background/Description: Aquaholics Investments, LLC, requests approval of a minor amendment to the Village of Tannin PUD Master Plan to change the land use designation of Lot 1 of Village of Tannin Town Center from special purpose (firehouse) to single-family residential. The property is located at 1 Market Street.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None