



COMMITTEE OF THE WHOLE MEETING AGENDA

I. ROLL CALL

II. CONSIDERATION OF PREVIOUS MINUTES

1. Regular Council Meeting 09/20/2022
2. Committee of the Whole 09/20/2022

III. PUBLIC COMMENTS/AGENDA ITEMS

IV. Unfinished Business

Miscellaneous

Resolutions

Ordinances

V. New Business

Miscellaneous

1. Set a meeting for the Solid Waste Authority. (Suggested date 10/18/2022 at 4:45 P.M.) (RE)

Resolutions

1. Resolution authorizing the execution of a Clinical Site Agreement with the Coastal Alabama Community College to provide learning opportunities for EMS students. (MK)
2. Resolution authorizing execution of a Contract Reassignment Consent Agreement with Burk-Kleinpeter, Inc., to reassign the task orders for Wolf Bay Bridge alternate analysis and design to Thompson Engineering, Inc. (KA)
3. Resolution authorizing execution of a FY2022 Port Security Program Grant Award Agreement with the U.S. Department of Homeland Security for a rapid response vessel for the Police Department and Small Fire Boat Regional Training for the Fire Department. (SB/MK/NW)

4. Resolution reappointing Bill Brett to the Gulf Shores and Orange Beach Tourism Board of Directors. (RE)
5. Resolution authorizing execution of an agreement regarding the Baldwin County Interoperability Communications System for police and fire protection services with the Baldwin County Commission. (MK/SB)

Ordinances

1. Reminder: Public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0906-PUD-22, Cotton Bayou Cottages PUD on October 18, 2022.
2. Reminder: Public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0902-PUD-22, Saltwater Cottages PUD on October 18, 2022.
3. Reminder: Public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0910-PUDA-22, Turquoise Place PUD Modification, Buffer Screening on October 18, 2022.

VI. Public Comments/Community Discussion

VII. Adjourn

For current information regarding times and date of meetings of the council and committee of the whole, call 980-info (980-4636) for a recorded message or **visit our web site**
at www.orangebeachal.gov



**COMMITTEE OF THE WHOLE MEETING
OCTOBER 4, 2022**

Departments: Administration

Description of Topic:

Regular Council Meeting 09/20/2022

Action Options/Recommendation:

Source of Funding (if applicable) :

ATTACHMENTS:

Description

- ▣ Regular Council Meeting 09/20/2022

**MINUTES OF
REGULAR COUNCIL MEETING
ORANGE BEACH CITY COUNCIL
SEPTEMBER 20, 2022 – 5:00 P.M.
CITY HALL – COUNCIL CHAMBERS**

- I. CALL TO ORDER** Mayor Tony Kennon called the meeting to order at 5:00 P.M.
- II. INVOCATION** Councilmember Jeff Boyd
- III. PLEDGE OF ALLEGIANCE**
- IV. ROLL CALL**

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

Absent: Councilmember Jerry Johnson

V. CONSIDERATION OF AGENDA

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

VI. CONSIDERATION OF PREVIOUS MINUTES

Regular Council Meeting 08/16/2022
Committee of the Whole 08/16/2022

The reading was waived and minutes were approved as written.

VII. REPORTS OF OFFICERS/COMMITTEES

- A. City Administrator – Ken Grimes No report.
- B. Director, Public Works – Tim Tucker No report.
- C. Director, Community Development – Kit Alexander No report.
- D. Chief, Police Department – Steve Brown No report.
- E. Chief, Fire Department – Mike Kimmerling No report.
- F. City Clerk – Renee Eberly No report.
- G. Director, Finance – Ford Handley No report.
- H. Parks & Recreation – Ken Grimes No report.
- I. Director, Utilities – Jeff Hartley No report.
- J. Director, Coastal Resources – Phillip West No report.
- K. Librarian, Public Library – Meagan Bing No report.
- L. Director, Municipal Court – Renee Gardner No report.
- M. Director, Expect Excellence – Jonathan Langston

Jessica Langston, Creative Director, invited citizens to attend “Clue on Stage” this weekend.

N. Mayor/Council

Woody Speed, Environmentalist, invited citizens to join a Krav Maga class tomorrow at the Recreation Center from 5:00 to 6:00 P.M.

Councilmember Silvers recognized the good turnout for Coastal Cleanup this past weekend.

Marc Anderson, Special Projects Coordinator, invited citizens to attend the Freedom Fest being held on September 30th through October 2nd at The Wharf.

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; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Passed. (5-0).**

Motion made (Mitchell/Boyd) to certify that cash requirements with related interests in Swift Supply are within budget and appropriate for payment. Vote revealed: Silvers, abstain; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Passed. (4-0-1).**

IX. PRESENTATIONS

1. Proclamation declaring September 19-25, 2022, as John Herbert Phillips High School Class of 1975 Week. Renee Eberly, City Clerk, read a portion of the proclamation aloud. Council thanked the John Herbert Phillips High School Class of 1975 for choosing Orange Beach as the location for their reunion.

X. RECOGNITIONS

XI. UNFINISHED BUSINESS

XII. NEW BUSINESS

Miscellaneous

1. Discuss rescheduling October 4, 2022, Council and Committee of the Whole Meetings to allow for a conflicting event. **Motion made (Boyd/Blalock) to reschedule the October 4, 2022, Council and Committee of the Whole Meetings from 5:00 to 4:00 P.M.** Vote unanimous in favor.
2. Set a meeting for the Flood Damage Prevention Ordinance Board of Adjustment. **Motion made (Silvers/Blalock) to schedule a meeting of the Flood Damage Prevention Ordinance Board of Adjustment on October 4, 2022, at 3:45 P.M.** Vote unanimous in favor.
3. Approval of a Lounge Retail Liquor Class I License Application by 8 Reale, LLC, for 8 Reale, 4851 Wharf Parkway, Unit D112. **Motion made (Silvers/Boyd) to approve the liquor license.** Vote unanimous in favor.

Resolutions

1. Resolution authorizing execution of a reciprocal agreement to exchange building permit information with the Baldwin County Revenue Commissioner's Office. **Motion made (Mitchell/Boyd) to adopt the resolution.** Vote unanimous in favor.
2. Resolution authorizing execution of a performance contract with Perry Guy Music LLC to provide artwork and poetry for a shorebird educational project for the Coastal Resources Department. **Motion made (Blalock/Boyd) to adopt the resolution.** Nicole Woerner, Grants Manager, explained that this and the following expense are fully grant-funded. Vote unanimous in favor.
3. Resolution authorizing execution of a performance contract with Tami Curtis Studios Inc. to provide artwork and poetry for a shorebird educational project for the Coastal Resources Department. **Motion made (Silvers/Mitchell) to adopt the resolution.** Vote unanimous in favor.

4. Resolution authorizing the execution of a professional services agreement with Wetland Sciences, Inc., for ecological services. **Motion made (Silvers/Boyd) to adopt the resolution.** Vote unanimous in favor.
5. Resolution authorizing the execution of a task order with Wetland Sciences, Inc., to develop the Orange Beach component of the Orange Beach Alabama Beach Mouse Habitat Conservation Plan in an amount not to exceed \$59,800. **Motion made (Blalock/Boyd) to adopt the resolution.** Vote unanimous in favor.
6. Resolution authorizing execution of a task order with Sawgrass Consulting, LLC, to provide civil engineering, land surveying, geotechnical and environmental services for the design of Powerline Road in an amount not to exceed \$227,600. **Motion made (Silvers/Mitchell) to adopt the resolution.** Vote unanimous in favor.
7. Resolution authorizing execution of a task order with Sawgrass Consulting, LLC, to provide civil engineering, land surveying, geotechnical and environmental services for the design of Multipurpose Fields at the Sportsplex in an amount not to exceed \$203,800. **Motion made (Boyd/Mitchell) to postpone indefinitely.** Vote unanimous in favor.
8. Resolution declaring Two Vehicles owned by the City of Orange Beach as surplus and unneeded and authorizing the donation of said property to the Orange Beach Board of Education. **Motion made (Silvers/Boyd) to adopt the resolution.** Vote unanimous in favor.
9. Resolution declaring Two Vehicles owned by the City of Orange Beach as surplus and unneeded and authorizing the donation of said property to the City of Creola, Alabama. **Motion made (Boyd/Silvers) to adopt the resolution.** Vote unanimous in favor.
10. Resolution declaring certain personal property owned by the City of Orange Beach as surplus and unneeded and authorizing the Mayor and City Clerk to dispose of such property. **Motion made (Silvers/Blalock) to adopt the resolution.** Vote unanimous in favor.
11. Resolution reappointing Mike Contorno and Tim Harry to the Board of Adjustment. **Motion made (Mitchell/Boyd) to adopt the resolution.** Vote unanimous in favor.
12. Resolution authorizing execution of a professional services agreement with J. F. Morris Performance LLC for theater performance direction for "The Little Mermaid." **Motion made (Silvers/Mitchell) to adopt the resolution.** Vote unanimous in favor.
13. Resolution authorizing nourishment of the Gulf beaches in Orange Beach, Alabama. **Motion made (Blalock/Boyd) to adopt the resolution.** Vote unanimous in favor.
14. Resolution awarding the bid for Medical Arts Building Renovation to Finishing Solutions, L.L.C., in an amount not to exceed \$549,612 and per unit pricing for a term of one year. **Motion made (Silvers/Mitchell) to adopt the resolution.** Vote unanimous in favor.
15. Resolution authorizing the execution of a task order with Thompson Engineering, Inc., for redesign of Softball Field Dugouts at the Sportsplex in an amount not to exceed \$3,500. **Motion made (Blalock/Boyd) to adopt the resolution.** Vote unanimous in favor.
16. Resolution authorizing the City to sponsor a city event called "Freedom Fest" for the benefit of the citizens and visitors of the City of Orange Beach. **Motion made (Silvers/Mitchell) to adopt the resolution.** Vote unanimous in favor.
17. Resolution authorizing execution of a performance agreement with McLean Motor Sports Productions, LLC, for the "Bama Coast Cruisin'" event. **Motion made (Boyd/Mitchell) to adopt the resolution.** Vote unanimous in favor.
18. Resolution authorizing execution of a Consensual Termination of Agreements with the Baldwin County Board of Education. **Motion made (Silvers/Blalock) to adopt the resolution.** Vote unanimous in favor.

XIII. PUBLIC COMMENTS

None

XIV. ADJOURN

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

Time: 5:18 P.M.

APPROVED this the 18th day of October, 2022.

Renee Eberly
City Clerk



**COMMITTEE OF THE WHOLE MEETING
OCTOBER 4, 2022**

Departments: Administration

Description of Topic:

Committee of the Whole 09/20/2022

Action Options/Recommendation:

Source of Funding (if applicable) :

ATTACHMENTS:

Description

- ▣ Committee of the Whole 09/20/2022

**MINUTES OF
COMMITTEE OF THE WHOLE MEETING
ORANGE BEACH CITY COUNCIL
SEPTEMBER 20, 2022 – 5:18 P.M.
CITY HALL – COUNCIL CHAMBERS**

The Orange Beach City Council met to review potential items for the October 4, 2022, 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:

Councilmember Jerry Johnson

The following items were discussed:

1. Resolution authorizing the execution of amendment one to the subaward grant agreement with the Alabama Department of Conservation and Natural Resources for the RESTORE Act-funded Expansion of the Orange Beach Wildlife Rehabilitation and Education Program.
2. Resolution authorizing the execution of amendment two to the subaward grant agreement with the Alabama Department of Conservation and Natural Resources for the RESTORE Act-funded North Sewer Force Main Upgrade.
3. Resolution authorizing the execution of amendment two to the subaward grant agreement with the Alabama Department of Conservation and Natural Resources for the RESTORE Act-funded Canal Road Improvements east of State Highway 161.
4. Resolution authorizing the execution of a no-cost extension to the Fixed Price Research Agreement with Auburn University.
5. Resolution awarding the bid for Softball Field Turf Installation.
6. Resolution awarding the bid for Holiday Decorations.
7. Resolution appropriating funds to the Orange Beach Board of Education to support city school system operations in an amount not to exceed \$4,000,000.
8. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0906-PUD-22, Cotton Bayou Cottages PUD. Public hearing set for October 18, 2022.
9. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0902-PUD-22, Saltwater Cottages PUD. Public hearing set for October 18, 2022.
10. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0910-PUDA-22, Turquoise Place PUD Modification, Buffer Screening. Public hearing set for October 18, 2022.
11. Reminder: Public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0801-CU-22, JPEM Duplex Conditional Use at 29110 Perdido Beach Boulevard on October 4, 2022, at 4:00 P.M.

12. Reminder: Public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0903-PUDA-22, Mariner Lakes PUD Major Modification, Bel Air Multi-Family Residential Amendment on October 4, 2022, at 4:00 P.M.

Public Comments:

None

Executive Session:

1. Executive session to discuss with City Attorney legal ramifications and legal options for pending litigation and issues likely to be litigated if Council pursues a proposed course of action. **Motion made (Blalock/Mitchell) enter executive session for the reason.** Jamie Logan, City Attorney, advised the Council that a declaration was required by the Open Meetings Act for an Executive Session; therefore, she stated for the record that she was duly qualified and had the personal knowledge to provide the requisite declaration for the stated purposes of the Executive Session authorized by the Act. Vote unanimous in favor. The Mayor announced that Council would not reconvene after the executive session.

There being no further business, the meeting adjourned.

Time: 5:25 P.M.

Executive Session adjourned at 5:45 P.M.

APPROVED this 18th day of October, 2022.

Renee Eberly
City Clerk

ITEM 1.



**COMMITTEE OF THE WHOLE MEETING
OCTOBER 4, 2022**

Departments: No Department Selected

Description of Topic:

Set a meeting for the Solid Waste Authority. (Suggested date 10/18/2022 at 4:45 P.M.) (RE)

Action Options/Recommendation:

Source of Funding (if applicable) :



**COMMITTEE OF THE WHOLE MEETING
OCTOBER 4, 2022**

Departments: Administration

Description of Topic:

Resolution authorizing the execution of a Clinical Site Agreement with the Coastal Alabama Community College to provide learning opportunities for EMS students. (MK)

Action Options/Recommendation:

Source of Funding (if applicable) :

ATTACHMENTS:

Description

- ▣ Resolution
- ▣ Agreement

RESOLUTION NO. 22-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
CLINICAL SITE AGREEMENT WITH THE
COASTAL ALABAMA COMMUNITY COLLEGE
TO PROVIDE LEARNING OPPORTUNITIES FOR EMS STUDENTS**

FINDINGS:

1. The City of Orange Beach and the Coastal Alabama Community College have reached an agreement (attached Exhibit A) to provide learning opportunities for EMS students.
2. After having reviewed the agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.
3. The term of this agreement shall be from August 1, 2022, through August 1, 2023, with automatic renewal each year.

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

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

ADOPTED THIS 18th DAY OF OCTOBER, 2022.

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. 22-xxx, which was duly and legally adopted at a regular meeting of the City Council on October 18, 2022.

City Clerk

**NURSING AND ALLIED HEALTH PROGRAMS
CLINICAL SITE AGREEMENT BETWEEN
COASTAL ALABAMA COMMUNITY COLLEGE
AND
City of Orange Beach – Orange Beach Fire Rescue**

The purpose of this agreement is to guide and direct a working relationship between Coastal Alabama Community College, a State of Alabama institution of postsecondary education, and Orange Beach Fire Rescue (hereinafter referred to as “Prehospital Agency”) in providing learning opportunities for all EMS Students.

This agreement between Coastal Alabama Community College and the Prehospital Agency will be effective from August 1, 2022, through August 1, 2023. The agreement shall be **automatically renewed each year** unless either party requests a change or termination of the agreement, provided that such changes or termination will be given in writing by either party thirty (30) days before the end of the term of the agreement. This agreement may be modified by mutual consent at any time. This agreement can be terminated by either party by providing the other party with ninety (90) days prior written notice.

MUTUAL RESPONSIBILITIES

In order to provide facilities for Coastal Alabama Community College’s EMS students, both parties agree that:

1. The parties shall provide facilities for clinical education without regard to race, color, creed, sex, national origin, or on the basis of disability with regard to the parties involved.
2. The personnel of the Prehospital Agency will retain overall responsibility for providing patient care to all patients in the areas where students are assigned.
3. Clinical assignments will be made by the faculty of Coastal Alabama Community College in consultation with the representative of the Prehospital Agency.
4. The representative of the Prehospital Agency and the faculty of Coastal Alabama Community College will work to cooperate in the concurrent and terminal evaluation of the teaching program.
5. The EMS student, EMS faculty, and Allied Health staff will work together to maintain an environment, which provides quality patient care and quality student learning.
6. During the term of this agreement, it is understood that both Coastal Alabama Community College and the Prehospital Agency will carry professional liability insurance. Coastal Alabama Community College will provide professional liability insurance that will insure its EMS faculty and students for any claims and/or damages resulting from the rendering of or failure to render appropriate professional services by the faculty or students with limits of liability of not less than \$1,000,000.00 for each occurrence and \$3,000,000.00 in the annual aggregate. The Prehospital Agency will provide

professional liability insurance that will insure the Prehospital Agency and its employees, agents, and servants for any claims and/or damages, resulting from the rendering of or failure to render appropriate professional services by the subject employees, agents, or servants thereof or by any person whose acts or omissions the subject individual(s) is/are or is/are claimed to be responsible, with limits of liability of not less than \$1,000,000.00 for each occurrence and \$3,000,000.00 in the annual aggregate. Such insurance may be maintained by Prehospital Agency through self-insurance or self-funding. Such insurance will be in force and in effect as set forth above during all times under this agreement, and as evidence of such insurance, the respective party will, upon the request of the other party, have issued to the other party a Certificate of Insurance at the time of the signing of this agreement and annually thereafter.

7. Any services provided by Coastal Alabama Community College are retained on an independent contractor basis, and all agents or employees of Coastal Alabama Community College who may participate in the performance of the agreement, are employed exclusively by Coastal Alabama Community College, and are not agents or employees of the Prehospital Agency. Students of Coastal Alabama Community College are not considered to be employees of the Prehospital Agency and are not entitled to worker's compensation or similar benefits or other benefits that would regularly be employee benefits. The Prehospital Agency shall not be liable to compensate or provide benefits (including, but not limited to, wages, employment taxes, worker's compensation, sick leave, vacation or other fringe benefits) to any of the participants in the affiliation on the part of Coastal Alabama Community College.
8. Neither party will discriminate against any student on the basis of race, color, religion, sex, national origin or qualified disability pursuant to Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990.
9. The parties agree that in the event of any claim or litigation, which is alleged to arise out of this agreement, the parties will work in the defense of the litigation in that the parties will make available individuals as witnesses and will assist to assure that there is appropriate access to documents and information and individuals who may have knowledge about the alleged events.

RESPONSIBILITIES OF COASTAL ALABAMA COMMUNITY COLLEGE

1. Work in accordance with all Prehospital Agency channels, procedures, and policies in making plans for observation and/or practice in Allied Health, which channels, procedures and policies shall be forwarded in writing to the Prehospital Agency prior to each academic semester.
2. Provide on a semester basis the number of students for whom clinical experiences are requested and the time periods in which the Prehospital Agency is needed for such experience as specified by the Prehospital Agency.
3. Assume full responsibility for administration of Coastal Alabama Community College and its programs and for the general authority, control, and supervision of the instructors in the program.

4. Participate in individual and group conferences as mutually agreed upon with representative of the Prehospital Agency for the purpose of discussing the objectives of the learning experiences and student performance in caring for patients.
5. Abide by existing rules and regulations of the Prehospital Agency, which shall be made available to Coastal Alabama Community College.
6. Require faculty to have a current Paramedic license to practice in the State of Alabama.
7. Provide evidence that students have met the immunization requirements established by the Prehospital Agency, as the same may be amended from time to time, and required by accrediting agencies.
 - (a) Evidence of two measles and one Rubella vaccination or positive antibody titer for individuals born 1951 or after.
 - (b) Proof of varicella immunity. Medical record documentation as proof of history of disease, proof of vaccine and/or positive antibody titer or declination form.
 - (c) Evidence of Hepatitis B vaccination and/or positive antibody titer or presentation of OSHA declination form.
 - (d) Evidence of TDAP booster or declination form.
 - (e) Evidence of flu vaccine if clinical experience occurs during CDC defined flu season or declination form.
 - (f) Evidence of COVID-19 Vaccine or declination form.
8. Provide all students assigned to the Prehospital Agency with Blood Borne Pathogen and Tuberculosis Management education in compliance with OSHA requirements.
9. Provide the basic training requirements for OSHA hazard communication standards and HAZCOM programs. Students shall be trained in how to read and interpret information on labels and MSDS (material safety data sheets) for chemicals they may encounter, precautionary and safety measures they must take to protect themselves from potential hazards, i.e. use of personal protective equipment, proper body mechanics, etc.
10. Provide such reports or other documentation as may be necessary to Coastal Alabama Community College for the confirmation of the time, place, and nature of clinical experiences received at the Prehospital Agency by students participating in the training provided at the Prehospital Agency under this agreement.
11. Obtain drug screening of each student assigned to Prehospital Agency using a ten-panel screening process approved by the Department of Transportation (DOT).
12. Obtain background check of each student assigned to a Prehospital Agency (state if resident of Alabama, or national if outside of Alabama).

13. Agree that faculty and students should comply with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPPA) and the requirements of any regulations promulgated hereunder, including but not limited to, the federal privacy regulations as contained in the Federal Securities standards.
14. Agree to have students complete an orientation to their immediate clinical environment as necessitated.
15. Prehospital Agency may provide the above training requirements if the College makes timely arrangements for the training. Students must have received the training from either the College or Prehospital Agency.

RESPONSIBILITIES OF PREHOSPITAL AGENCY

1. Retain absolute control over the organization, administration, operation and financing of its services. No provision in this agreement concerning the Prehospital Agency responsibilities obligate the Prehospital Agency to undertake any responsibility or to take or permit any action, which, in the opinion of the Prehospital Agency, interferes with the efficient and orderly operation of the Prehospital Agency. The Prehospital Agency retains the right to remove any person, including student or faculty member, from the premises who is not, in the opinion of the Prehospital Agency, in compliance with the Prehospital Agency rules, regulations and bylaws, or who, in the Prehospital Agency opinion interferes with its efficient and orderly operation or the rendering of the highest quality of patient care to the Prehospital Agency patients.
2. Provide general care and supervision for the care of clients and other persons under medical observation of the Prehospital Agency.
3. Make available to the student the clinical facilities of the institution.
4. Provide conference room space and use of any available instructional materials, insofar as is possible.
5. Provide and maintain, insofar as possible, qualified personnel in all EMS and Allied Health divisions.
6. Provide resources, opportunities, staff time, and cooperation in planning for the educational program with the EMS faculty.
7. Provide, as needed, orientation of faculty members of Coastal Alabama Community College to the philosophies and policies of the Prehospital Agency.
8. Assist the faculty in orienting Coastal Alabama Community College's students.
9. Provide basic reference material for EMS Department including Policy and Procedure Manuals and inform the faculty of changes in EMS policies and procedures.
10. It is understood that the Prehospital Agency is responsible for the services to patients and that the faculty of Coastal Alabama Community College is responsible for the

education of the students, and since the students do provide prehospital care, there is some overlapping of functions.

STUDENT SHALL:

1. Be responsible for his/her own meals during clinical hours.
2. Abide by existing policies, rules and regulations of the Prehospital Agency and Coastal Alabama Community College.
3. Assume responsibility for personal illness/injury occurring during clinical hours. Any cost incurred will be the responsibility of the student.
4. Be responsible for his/her own transportation to and from the clinical site and during clinical hours.
5. Park in assigned parking areas.
6. Wear clinical attire when receiving patient assignments and must wear school uniform when present for clinical experiences. Picture ID from Coastal Alabama Community College and/or Prehospital Agency to be visible at all times. Students to provide their own equipment, such as stethoscope and pen light.

INDEPENDENT CONTRACTOR RESPONSIBILITIES:

1. It is recognized and agreed between the parties hereto that the facilities provided by the Prehospital Agency or used by the students and faculty of Coastal Alabama Community College hereunder, are provided for the students for the clinical experience and training experience only which are a prescribed part of the curriculum of instruction for the students' EMS program at Coastal Alabama Community College. Any services provided by students and faculty hereunder, as part of the clinical experience or training at the Prehospital Agency, will be provided to the Prehospital Agency by and on behalf of Coastal Alabama Community College as independent contractors and not as agents, employees or servants of the Prehospital Agency. Neither Coastal Alabama Community College, staff, faculty, nor students shall be eligible for any employee benefits of the Prehospital Agency, as such are not Prehospital Agency employees but are staff, faculty or students of Coastal Alabama Community College and, as such, do not perform substantial services for the Prehospital Agency.
2. Any services provided by the Prehospital Agency personnel and/or employees, as part of the clinical experience, supervision or training at the Prehospital Agency will be provided by and on behalf of the Prehospital Agency as independent contractors and not as agents, employees or servants of Coastal Alabama Community College. Neither the Prehospital Agency, staff, personnel, nor employee shall be eligible for employee benefits of Coastal Alabama Community College as such are not Coastal Alabama Community College employees, agents or servants, but are staff, personnel, or employees of the Prehospital Agency, and as such, do not perform substantial services for Coastal Alabama Community College.

MISCELLANEOUS

1. This agreement shall be binding upon the Prehospital Agency and Coastal Alabama Community College as of the date of its execution and accordance with its terms.
2. This agreement has been executed and delivered in, and shall be construed and enforced in accordance with the laws of the State of Alabama,
3. No assignment of this agreement of the rights and obligations hereunder shall be made without prior written consent of the other party hereto, provided this agreement shall automatically be assigned to and inure to the benefit of any success or corporation or other organization operating in the Prehospital Agency.
4. This agreement may be amended only by an instrument in writing, signed by both parties.
5. The Prehospital Agency may require Coastal Alabama Community College to withdraw any student from the clinical experience whose performance or conduct is deemed unfit, following notice and a consultation between Coastal Alabama Community College liaison representative and the Prehospital Agency.
6. To the extent permitted by law, Coastal Alabama Community College shall hold Prehospital Agency, its officers, and employees, and agents harmless from and against any and all liability, loss, expense, or claims for injury or damages arising out of the performance of this Agreement by Coastal Alabama Community College, its officers, employees, or agents, or the students under Coastal Alabama Community College's supervision, but not to the extent that such liability, loss, expense, or claim for injury or damage is caused solely, or primarily, by the negligence or willful misconduct of the Prehospital Agency, its officers, employees, or agents.

Coastal Alabama Community College

City of Orange Beach

President

CEO or designee (Signature/Title)

Date

Date



**COMMITTEE OF THE WHOLE MEETING
OCTOBER 4, 2022**

Departments: Community Development

Description of Topic:

Resolution authorizing execution of a Contract Reassignment Consent Agreement with Burk-Kleinpeter, Inc., to reassign the task orders for Wolf Bay Bridge alternate analysis and design to Thompson Engineering, Inc. (KA)

Action Options/Recommendation:

Source of Funding (if applicable) :

Wolf Bay Bridge Capital Line Item

ATTACHMENTS:

Description

- ▣ Resolution
- ▣ Agreement
- ▣ BKI WBB Bridge Design Task Order
- ▣ BKI WBB Environmental Study & Permitting Task Order

RESOLUTION NO. 22-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
CONTRACT REASSIGNMENT CONSENT AGREEMENT WITH
BURK-KLEINPETER, INC., TO REASSIGN THE TASK ORDERS FOR
WOLF BAY BRIDGE ALTERNATE ANALYSIS AND DESIGN TO
THOMPSON ENGINEERING, INC.**

FINDINGS:

1. On May 15, 2018, the Orange Beach City Council adopted Resolution No. 18-095 approving a task order with Burk-Kleinpeter, Inc. ("BKI") to perform final bridge and roadway design of the Wolf Bay Bridge and associated roadways for an amount not to exceed \$3,120,432.62.
2. On November 17, 2020, City Council adopted Resolution No. 20-219 approving a task order with BKI to perform work associated with the environmental study and permitting of the Wolf Bay Bridge for an amount not to exceed \$212,942.
3. BKI has entered into a transaction involving the sale of certain assets to Thompson Engineering, Inc. ("Thompson") pursuant to an Asset Purchase Agreement dated August 1, 2022 ("Agreement").
4. Per the Agreement, the BKI contracts for the scope of work as approved in the Wolf Bay Bridge task orders are being reassigned to Thompson.
5. The City Council has determined that reassignment of the Wolf Bay Bridge task orders from BKI to Thompson is in the best interest of the City of Orange Beach, Alabama.

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

1. That the Mayor is hereby authorized to execute a Contract Reassignment Consent Agreement (attached Exhibit A) in substantially the form and of substantially the content now before the Council between the City of Orange Beach and Burk-Kleinpeter, Inc., as an act for and on behalf of the City of Orange Beach subject to final approval by the City Attorney; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 18th DAY OF OCTOBER, 2022.

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. 22-xxx, which was duly and legally adopted at a regular meeting of the City Council on October 18, 2022.

City Clerk

PRESIDENT & CEO
MICHAEL D. CHOPIN, PE



SENIOR VICE PRESIDENTS
RENE A. CHOPIN, III, PE
HENRY M. PICARD, III, PE, PLS

CORPORATE SECRETARY
BRUCE L. BADON, AICP

BURK-KLEINPETER, INC.

ENGINEERING • PLANNING • ENVIRONMENTAL

4176 CANAL STREET, NEW ORLEANS, LA 70119-5994
TELEPHONE (504) 486-5901 FAX (504) 483-6298
P.O. BOX 19087, NEW ORLEANS, LA 70179-0087
WWW.BKIUSA.COM

VICE PRESIDENT
DAVID E. BOYD, PE

Over 100 years of service

September 13, 2022

CONFIDENTIAL TREATMENT AND RETURN RECEIPT REQUESTED

City of Orange Beach
P.O. Box 450
Orange Beach, AL 36561
Attn: Ms. Kit Alexander

Re: Consent to reassignment of contracts between City of Orange Beach ("Customer") and Burk-Kleinpeter, Inc. ("BKI").

Kit:

This letter is to inform you that BKI has entered into a transaction involving a sale of certain assets, including the Agreement, to Thompson Engineering ("Thompson") pursuant to an Asset Purchase Agreement dated August 1, 2022. As part of this transaction, the professionals you have been working with out of BKI's Tuscaloosa office have joined the Thompson team. Thompson is an established, quality provider in our industry, and we are confident in their ability to service you under the Agreement moving forward.

As part of the transaction with Thompson, and as required by the Agreement, we ask that you consent to the assignment of the Agreement and confirm the statements herein. This letter and consent are not intended to modify, amend or otherwise revise any obligations, rights or liabilities under the Agreement but rather confirm the existing relationship and status of the Agreement and constitute compliance with the requirements of the Agreement.

By executing the consent, you acknowledge this letter and consent to the transaction with Thompson. Furthermore, by executing the consent, you acknowledge, agree and certify to the following statements:

1. The Agreement is in full force and effect and no other amendments, addendums, assignments, or other modifications have been made to the Agreement;

September 13, 2022

Page 2

2. To Customer's knowledge, each of BKI and Customer has fully complied with the terms, conditions, restrictions and liabilities of the Agreement and no default of BKI or Customer exists under the Agreement;
3. Customer has no knowledge of an event which would, with the passage of time and/or the giving of notice, constitute a default under the Agreement; and
4. Projects to be reassigned to Thompson and the appropriate value of fees remaining on said projects are correct as shown on Exhibit A.

I ask that you please return the executed consent to me as soon as possible. This can be accomplished by emailing the executed consent to mchopin@bkiusa.com, or by mailing the executed copy to my attention at 4176 Canal Street, New Orleans LA 70119.

If you have any questions or need additional information, please contact me as soon as possible at (504) 486-5901. Thank you for your assistance and cooperation.

Sincerely,

Burk-Kleinpeter, Inc.



Michael D. Chopin
President

CONSENT TO ASSIGNMENT

The undersigned, by its duly authorized representative, hereby acknowledges the foregoing letter and the request for consent of the pending assignment as described therein and, in connection with the Agreement, hereby consents to such transactions and assignment of the Agreement, further waives any and all additional notice, consent, and other requirements related to the assignment, and agrees to all statements 1-4 listed above, all as of the earlier of August 1, 2022 and the date set forth below the signature.

City of Orange Beach

By: _____

Printed: _____

Title: _____

Date: _____

September 13, 2022

Page 3

Exhibit A:

City of Orange Beach

Attn: Ms. Kit Alexander

Project Number	Project Name	Contract Date	Approximate Remaining Contract Value*
OB. 18.004	Wolf Bay Bridge- Design	To # 14, 5/24/2018	\$490,000
NO.20.045	Wolf Bay Bridge- Alternate Analysis	TO #22, 12/21/2020	\$55,000

*“Approximate Remaining Contract Value” includes any remaining sub-consultant fees.

TASK ORDER AUTHORIZATION
TASK ORDER NO. FOURTEEN
CITY OF ORANGE BEACH ALABAMA
PERFORMANCE CONTRACT
ENGINEERING SERVICES

This Task Order shall be for the work associated with the Final Design of a bridge spanning the Gulf Intracoastal Waterway (GIWW) near Wolf Bay and at-grade road improvements generally from Juniper Street at the SR-180/161 intersection to County Road 95 at County Road 20 (Please see Exhibits A thru D for detailed Scope of Work, Breakdown of Man-Hour and Fee Estimate, Preliminary Bar Chart Schedule and Approximate Project Limits).


The cost for completing this work shall be an hourly, not to exceed amount of **Three Million, One Hundred-Twenty Thousand, Four Hundred, Thirty-Two Dollars and Sixty-Two cents (\$3,120,432.62)**

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

Exhibit A – Scope of Work
Exhibit B – Man-Hour/Fee Estimate
Exhibit C – Preliminary Schedule
Exhibit D – Approximate Project Limits
Exhibit E – Standard Hourly Billing Rates

OFFERED BY CONSULTANT

Scott A. Hardy, P.E.
Representative's Printed Name


Signature

Regional Vice President
Title

BURK-KLEINPETER, INC.

Firm Name

Date 4/26/18

RECOMMENDED FOR APPROVAL


Signature

Date 5.16.18

Director of Engineering & Environmental Services
Title

APPROVED BY CITY OF ORANGE BEACH


Signature

Date 5/24/2018

Mayor
Title

EXHIBIT A

CITY OF ORANGE BEACH ALABAMA

TASK ORDER NUMBER FOURTEEN

SCOPE OF WORK:

This Task Order Number Fourteen shall be for the work associated with the Final Design of a bridge spanning the Gulf Intracoastal Waterway (GIWW) near Wolf Bay and at-grade road improvements generally from Juniper Street at the SR-180/161 intersection to County Road 95 at County Road 20 (see attached map for approximate Project Limits), hereinafter referred to as "Project". This work will be performed by Burk-Kleinpeter, Inc. with support from TTL, Inc. and Olsen Engineering, Inc., hereinafter referred to as the "Consultant Team".

This task order shall include the final design and production of final construction plans for a bridge and roadway(s) as noted above. Scope of work shall also include the geotechnical testing required to determine in-place soil conditions and an analysis of the likely storm surge heights to be able to produce said final design. This task order shall continue the development of the conceptual plans prepared during earlier task orders and shall be a direct extension of that work product.

Please Note: Certain items of work are specifically NOT included in this Task Order Request:

- *Pre-Design Surveying Services; to include topographic surveys, bathometric surveys, right-of-way document preparation, title searches, other items as may be necessary to enable the engineer to complete of the design of the Project. These services shall be contracted directly with the City of Orange Beach under separate Task Order.*
- *Land Acquisition Services; These services shall be contracted directly with the City of Orange Beach under separate Task Order.*
- *Bidding and Construction Phase Services; to include Construction Administration, Construction Materials Testing, and Construction Engineering/Inspection, final project closeout or other items of work not specifically listed in this Task Order. The scope and fee for these services shall be negotiated at a later date under a separate Task Order.*

Any services requested by the City of Orange Beach beyond the above stated scope of work, shall be considered as "Additional Services" and shall be reimbursed at an hourly rate as approved by the City. Any and all "Additional Services" shall be approved either verbally or in writing by the City of Orange Beach prior to the Consultant Team performing said services.

Fees paid to AHJ's for various permit application reviews, as well as the actual cost to mitigate wetlands shall be paid by the Owner and are not included in this Task Order Number Thirteen.

EXHIBIT B

**CITY OF ORANGE BEACH ALABAMA
TASK ORDER NUMBER FOURTEEN
MAN-HOUR/FEE ESTIMATE:**

BASIC SERVICES:

BURK-KLEINPETER, INC.

Bridge Design:	\$1,589,634.56
Roadway Design:	\$358,123.67
Bridge Lighting Design (to include decorative lighting design)	\$169,300.00

Sub-Total: \$2,117,058.23
(Includes Direct Reimbursable Costs)*

SUB-CONSULTANTS:

TTL, INC.

Geotechnical Testing, Engineering and Reporting:

\$867,159.39

Sub-Total: \$867,159.39
(Includes Direct Reimbursable Costs)*

OLSEN ENGINEERING, INC.:

Storm Surge Analysis

\$ 45,000.00

Sub-Total: \$ 45,000.00
(Includes Direct Reimbursable Costs)*

10% Sub-Consultant Administration Fee = \$ 91,215.00

TOTAL "NOT-TO EXCEED LIMIT" FOR TASK ORDER FOURTEEN = \$ 3,120,432.62

**Direct Reimbursable Costs include: Reproduction Costs, Travel & Mileage Expenses*

***See Exhibit E for a complete list of Standard Hourly Billing Rates for all categories*

WOLF BAY BRIDGE

4/25/2018

City of Orange Beach Alabama

Summary of Proposed Fees Pre-Design and Final Design Services

		BKI TEAM COSTS
Bridge Design (BKI)	=	\$1,589,634.56
Roadway Design (BKI)	=	\$358,123.67
Bridge Lighting Design (BKI)	= \$	169,300.00
Geotechnical Testing and Design Services (TTL)	= \$	867,159.39
Storm Surge Analysis/Scour Analysis	= \$	45,000.00
Sub-Consultant Administration Fee - 10% (BKI)	= \$	91,215.00
Total	= \$	3,120,432.62

Notes:

1. Surveying Services to be contracted directly with the City of Orange Beach
2. Land Acquisition Services to be contracted directly with the City of Orange Beach
3. Bidding and Construction Phase Service Scope and Fees to be negotiated at a later date.

WOLF BAY BRIDGE

City of Orange Beach Alabama

4/25/2018

Final Bridge Plans **Fee Estimate**

Drafting	2630	hrs. @	\$33.81	=	\$88,920.30
Technician	3404	hrs. @	\$38.94	=	\$132,551.76
Pre-Professional	2384	hrs. @	\$34.16	=	\$81,437.44
Engineer	3006	hrs. @	\$43.27	=	\$130,069.62
Senior Engineer	416	hrs. @	\$55.64	=	\$23,146.24
Supervisor	665	hrs. @	\$80.87	=	\$53,778.55
Principal	65	hrs. @	\$109.20	=	\$7,098.00
					<hr/>
Direct Payroll Cost				=	\$517,001.91
Overhead & Payroll additive		167.18%		=	\$864,323.79
					<hr/>
Total Estimated Cost (TEC)				=	\$1,381,325.70
Fixed Fee		15.00%		=	\$207,198.86
Other Direct Expenses (See below)				=	\$1,110.00
					<hr/>
Lump Sum Fee (TEC + Fixed Fee + ODCs)				=	\$1,589,634.56

OTHER DIRECT COSTS :

Bond	192 sheets @	\$1.00	=	\$192.00
Travel	1800 miles @	\$0.51	=	\$918.00
				<hr/>
Total Direct Cost			=	\$1,110.00

WOLF BAY BRIDGE

4/25/2018

City of Orange Beach Alabama

Bridge Final Plans Man-hour Estimate

Sheet Quant.		Items	Draft.	Tech.	PreProf.	Eng.	Senior Eng.	Super.
Exist	New							
		<u>Final Bridge Plans</u>						
	1	Bridge Index	8	4	4	2	0	1
	2	General Notes	24	8	8	8	16	8
	1	Bridge Quantities	8	12	8	8	0	1
	8	General Bridge Plan (1"=20')	160	192	96	128	0	16
	4	Foundation Layout (1"=20')	80	64	32	32	0	8
	2	Foundation Data	32	24	8	8	0	2
	4	Abutment Details	56	64	16	32	0	8
	109	Bent Details	1526	2180	654	1090	0	218
	4	Framing Plan (1"=20')	56	32	32	32	0	8
	3	Steel Girder Framing Plan SW-12	24	24	12	0	12	3
	3	Steel Girder Elevations	48	72	18	0	36	6
	1	Steel Girder Camber Diagram	12	8	4	0	4	1
	1	Steel Girder Moment Diagram	12	8	4	4	0	1
	1	Steel Girder Shear Diagram	12	8	4	4	0	1
	2	Cross Frame Details	24	48	16	0	24	4
	2	Steel Girder Splice Details	32	24	16	0	16	2
	2	Misc. Steel Girder Details	24	32	16	0	12	2
	1	Steel Girder Bearing Details	12	16	4	0	8	2
	2	PPC Girder Schedule	16	8	12	8	0	2
	2	PPC Girder Type III Details	24	24	12	16	0	2
	2	PPC Girder BT-78 Details	24	24	12	16	0	2
	27	Deck Details	324	432	324	216	0	54
	2	Approach Slab Details	24	24	4	8	0	2
	1	Bridge Railing Details	8	12	4	2	0	1
	5	Fender System Details	60	60	20	20	0	5

		<u>Designs</u>						
		PPC Girder Designs	0	0	96	144	0	24
		Steel Plate Girder Designs	0	0	120	0	280	40
		Bridge Deck Designs	0	0	20	40	0	10
		Abutment Designs	0	0	48	64	0	12
		Intermediate Bent Cap Designs	0	0	60	120	0	20
		Transition Bent Cap Design	0	0	48	72	0	12
		Column Designs	0	0	104	156	0	26
		Foundation Designs	0	0	420	560	0	105
		Bearing Designs	0	0	80	120	0	20
		Fender System Design	0	0	8	32	0	4
		<u>Other Bridge Tasks and Deliverables</u>						
		Core Boring Logs (Include in Geotechnical Negotiations)						
		Coordination with Geotechnical	0	0	12	16	0	16
		Coordination with USCG	0	0	4	8	0	8
		As-Designed Bridge Ratings	0	0	24	40	8	8
0	192	Total Final Bridge Plans	2630	3404	2384	3006	416	665

WOLF BAY BRIDGE

4/25/2018

City of Orange Beach Alabama

Final Roadway Plans
Fee Estimate

Technician	751	hrs. @	\$25.00	=	\$18,775.00
Engineer	866	hrs. @	\$43.27	=	\$37,471.82
Senior Engineer	542	hrs. @	\$55.64	=	\$30,156.88
Supervisor	362	hrs. @	\$72.12	=	\$26,107.44
Principal	33	hrs. @	\$109.20	=	\$3,603.60
Direct Payroll Cost				=	\$116,114.74
Overhead & Payroll additive			167.18%	=	\$194,120.62
Total Estimated Cost (TEC)				=	\$310,235.36
Fixed Fee			15.00%	=	\$46,535.30
Other Direct Expenses (See below)				=	\$1,353.00
Lump Sum Fee (TEC + Fixed Fee + ODCs)				=	\$358,123.67

OTHER DIRECT COSTS :

Bond	1200 sheets @	\$1.00	=	\$1,200.00
Travel	300 miles @	\$0.51	=	\$153.00
Total Direct Cost			=	\$1,353.00

WOLF BAY BRIDGE

4/25/2018

City of Orange Beach Alabama

Final Roadway Plans Man-hour Estimate

Sheet Quant.		Items	Tech.	Engineer	Senior Engineer	Super.
Exist	New					
		<u>Final Roadway Plans</u>				
	6	Project Note Sheets	3	3	2	2
	1	Plan Legends & Abbreviations	2	2	0	0
	5	Typical Sections	30	20	30	5
	2	Summary of Quantities	12	24	0	4
	8	Summary Box Sheets	32	80	64	16
	29	Plan & Profile Sheets	174	232	44	58
	15	Striping Plan	45	45	15	4
	8	Intersection Details	80	96	80	16
	16	Traffic Control Plan	64	96	64	16
	6	Signing Plan	24	12	12	2
	1	Signal Plan	20	40	40	2
	29	Utility Sheets	29	29	15	7
	2	Lighting Sheets (@SR-180 Only)	16	8	4	2
	6	Drainage Sections	36	24	12	6
	2	Hydraulic Data Sheets	32	24	4	4
	4	Misc. Details	24	24	8	4
	20	Erosion Control Sheets	20	20	5	4
	140	Roadway Cross Section Sheets	70	35	35	4
	1	NPDES Permitting	2	4	12	2
		<u>Other Roadway Tasks and Deliverables</u>				
		Coordination with Sub-Consultants	0	0	16	96
		Coordination with ALDOT & Baldwin	0	0	16	48
		Specifications and Contract Documents	24	36	40	24
		Bidding Services	12	12	24	36
0	301	Total Final Bridge Plans	751	866	542	362

WOLF BAY BRIDGE

4/25/2018

City of Orange Beach Alabama

Bridge Lighting (Roadway, Pedestrian, and Accent Lighting) **Fee Estimate**

Data Collection, Research, and Coordination	= \$	4,500.00
Develop Conceptual Plan for Roadway, Pedestrian and Accent Lighting	= \$	6,800.00
Design Lighting Systems	= \$	115,000.00
Design Power for Lighting Systems	= \$	43,000.00
Total =		\$ 169,300.00

WOLF BAY BRIDGE

4/25/2018

TTL, Inc.

City of Orange Beach Alabama

Geotechnical Testing and Engineering Services Fee Estimate

Project Planning, Research, and Coordination	= \$	5,865.00
Preliminary Boring Layout, Coordination Prior to Drilling	= \$	5,928.00
Soil Survey and Retaining Wall Drilling	= \$	75,769.00
Bridge Land Borings	= \$	57,742.00
Bridge Water Borings	= \$	594,388.39
Field Coordination and Direction During Field Work, Preparing Logs, Etc.	= \$	18,040.00
BMP, Stormwater, QCIP	= \$	3,690.00
Laboratory Testing	= \$	40,310.00
Soil Survey and Materials Report Preparation	= \$	15,605.00
Bridge Report Preparation	= \$	36,440.00
Retaining Wall Foundation Report Preparation	= \$	5,582.00
Project Management and Meetings	= \$	7,800.00
Total	= \$	867,159.39

WOLF BAY BRIDGE

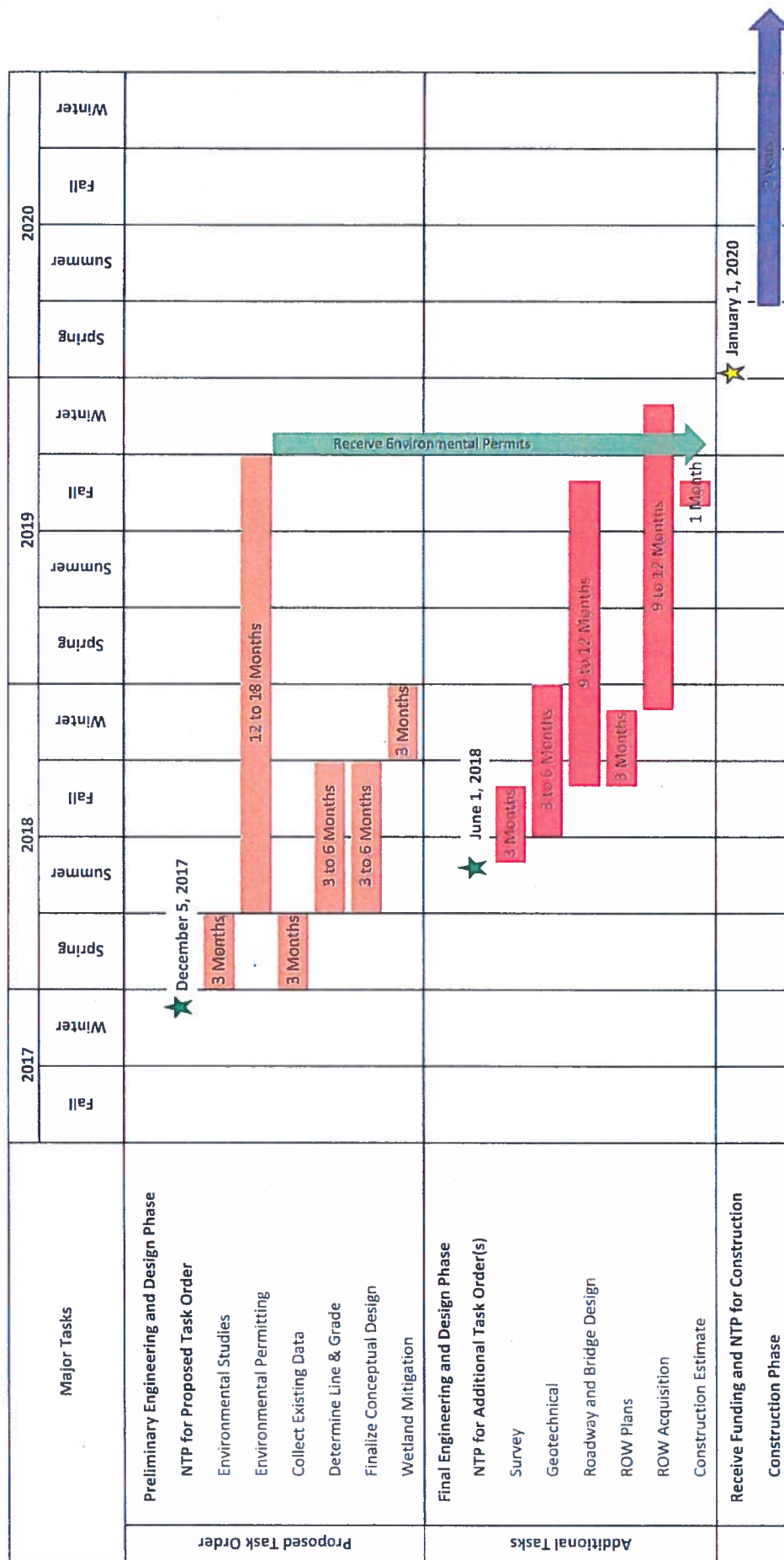
City of Orange Beach Alabama

Storm Surge Analysis / Scour Analysis **Fee Estimate**

Lump Sum = \$ 45,000.00

EXHIBIT C

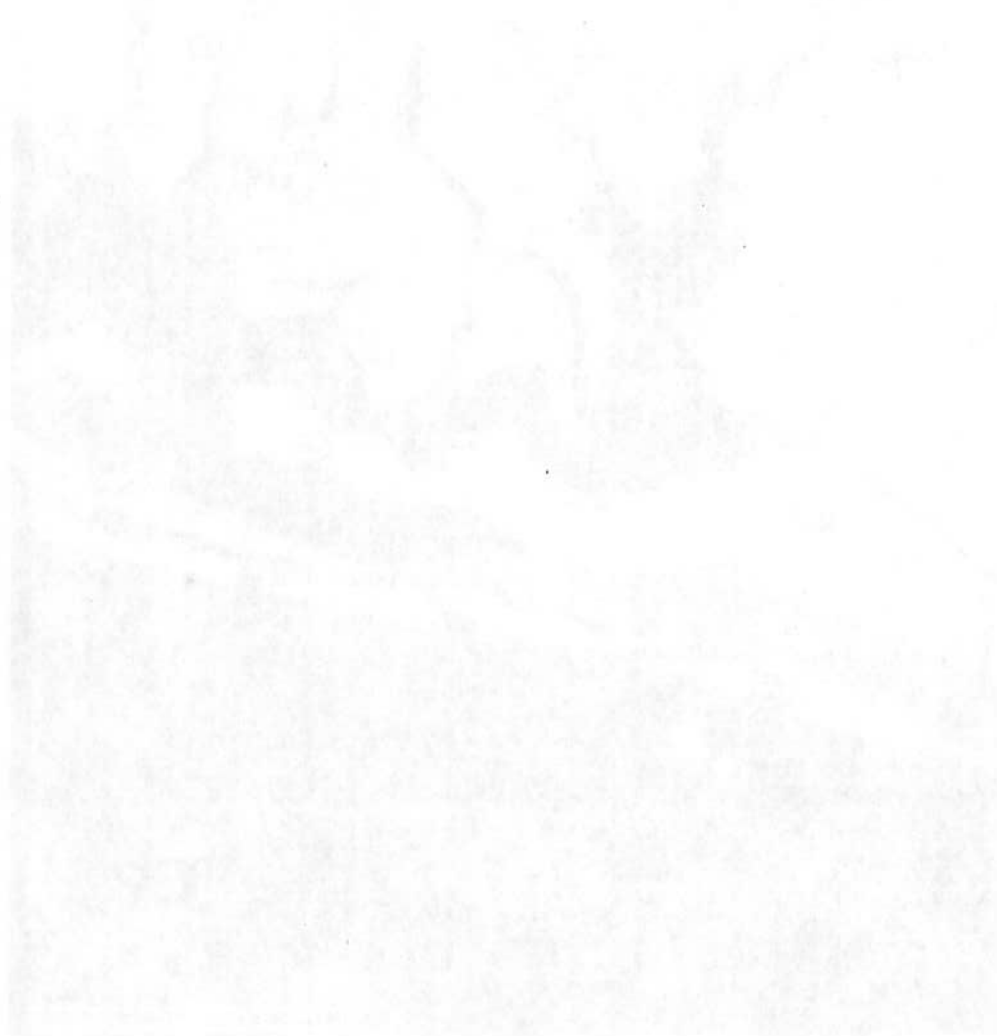
Exhibit C - Preliminary Schedule



*Please Note: Numerous items outside of the control of the engineer can greatly affect the overall schedule. Schedule will be accelerated to the greatest extent possible.

Project Vicinity Map

EXHIBIT D



Project Vicinity Map

Proposed Alignments

 Road and Bridge Alignment

Proposed bridge and roadway improvements between SR-180 at SR-161 and CR-20 at CR-95 in Orange Beach, Alabama.



EXHIBIT E

CURRENT BILLING RATE SCHEDULE
BURK-KLEINPETER, INC.

Personnel:

Personnel cost is reimbursed based on hourly billing rates by category as follows:

<i>Classification</i>	<i>Billing Rate</i>
Principal.....	\$307.00
Engineering Supervisor.....	\$237.00
Planning Supervisor	\$201.00
Senior Project Manager	\$201.00
Project Engineer	\$184.00
Senior Civil Engineer.....	\$169.00
Civil Engineer	\$142.00
Engineer Intern.....	\$106.00
Senior Mechanical Engineer	\$169.00
Mechanical Engineer	\$142.00
Senior Electrical Engineer	\$169.00
Electrical Engineer	\$142.00
Senior Architect	\$146.00
Architect	\$125.00
Senior Environmental Engineer.....	\$165.00
Senior Environmental Manager.....	\$201.00
Environmental Engineer	\$142.00
Environmental Scientist	\$140.00
Senior Planner.....	\$160.00
Planner.....	\$103.00
Senior CAD Technician	\$122.00
CAD Drafter.....	\$95.00
Construction Manager.....	\$184.00
Senior Construction Inspector.....	\$90.00
Construction Inspector	\$81.00
Clerical	\$70.00

The above hourly billing rates are effective through May 31, 2018 and may be updated no more than once per year from the date of execution of this agreement. The maximum increase for any one year shall not exceed three percent per year and must be submitted to the OWNER for approval prior to adjustment of those rates for the new year.

Travel & Subsistence:

All travel and subsistence expenses are invoiced at actual cost plus 10% handling. Cost of mileage is computed at the prevailing rate.

Purchased Services:

All purchased services are invoiced at actual cost plus 10% handling. These include but are not limited to reproduction, long distance telephone, consultants, subcontract services, rented or leased equipment, and expendable supplies.

Overtime Rates:

All non-exempt personnel, including CAD Technicians/Drafters, Construction Inspectors and Clerical staff shall be paid time and a half for overtime beyond 40 hours per week. The overtime billing rate for these non-exempt employees shall be 1.5 times the normal billing rate for all billable hours beyond 40 hours per week.

RESOLUTION NO. 20-219

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
TASK ORDER WITH BURK-KLEINPETER, INC.
TO PERFORM WORK ASSOCIATED WITH THE ENVIRONMENTAL STUDY AND
PERMITTING OF THE WOLF BAY BRIDGE
IN AN AMOUNT NOT TO EXCEED \$212,942**

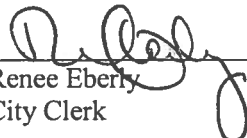
FINDINGS:

1. The Orange Beach City Council, by Resolution No. 19-216 adopted November 19, 2019, approved a contract with Burk-Kleinpeter, Inc., to perform certain professional engineering and planning services ("the Contract").
2. The Contract authorized work to be assigned by one or more task orders approved from time to time by the City Council.
3. The City's Community Development Department has submitted the Task Order attached as Exhibit A for Council approval.
4. The proposed Task Order requires Burk-Kleinpeter, Inc., to perform work associated with the environmental study and permitting of the Wolf Bay Bridge.
5. The scope of work described in the Task Order is authorized by the Contract and furthers public health, safety, and welfare.

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

1. That the Mayor is hereby authorized to execute the Task Order as presented to Council between the City of Orange Beach and Burk-Kleinpeter, Inc., on behalf of the City of Orange Beach subject to final approval by the City Attorney;
2. That the City Council authorizes payment in an amount not to exceed \$212,942.00 to Burk-Kleinpeter, Inc., to complete the Task Order as presented; and
3. That this Resolution shall become effective immediately upon its adoption.


ADOPTED THIS 17th DAY OF NOVEMBER, 2020.



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. 20-219, which was duly and legally adopted at a regular meeting of the City Council on November 17, 2020.



City Clerk

Exhibit A: Scope of Services

Environmental Study (Alternatives Analysis) and Permitting

This Task Order Number 22 shall be for additional work associated with the Environmental Study / Permitting of a bridge project spanning the Gulf Intracoastal Waterway (GIWW) near Wolf Bay and associated at-grade roadway. The work will be performed by Burk-Kleinpeter, Inc. with support from TTL.

This task order includes the following tasks and products:

1. Scoping:

- 1.1. Project Study Area: Evaluate and refine (as needed) the limits of the project study area based on the general footprint of the proposed project to encompass viable build alternatives and elements of the human and physical environment that may be impacted by the project.
- 1.2. Purpose and Need Statement (P & N): Evaluate and refine (as needed) existing P & N statement. The P & N statement is the basis against which the Alternatives are evaluated. The refined P & N statement will establish the metrics for the problem the proposed project addresses.

2. Alternatives Analysis:

Develop reasonable and feasible alternatives that satisfy the project P & N, identify physical and environmental constraints, and evaluate potential environmental impacts, and present the findings for stakeholder and public comment. This phase concludes with a recommendation of a Preferred Alternative (PA).

- 2.1. Environmental Inventory: The object of this phase is to create a project specific Geographic Information System (GIS). This phase will rely on obtaining datasets from the City of Orange Beach, other project team partners, Federal, State and Local Agencies and publicly available data sets.
 - 2.1.1. Wetlands (NWI data) and Wetlands Reserve Program: US Fish and Wildlife, NRCS, Technical Report prepared by project team
 - 2.1.2. Soils: NRCS
 - 2.1.3. Streams (USGS National Hydrography), Scenic Streams (Wild and Scenic Rivers Act) and Waterbodies
 - 2.1.4. Coastal Zones: Alabama Department of Environmental Management
 - 2.1.5. Protected Species: US Fish, AL Department of Conservation and Natural Resources
 - 2.1.6. Cultural Resources: Technical Report prepared by project team
 - 2.1.7. Floodplains: National Flood Hazard Layer (NFHL) from FEMA
 - 2.1.8. Water wells: Geological Survey of Alabama
 - 2.1.9. Oil and Gas Wells: Geological Survey of Alabama
 - 2.1.10. Hazardous Materials Sites: Technical Report prepared by project team
 - 2.1.11. Existing and Future Land Use and Zoning: City of Orange Beach
 - 2.1.12. Parks, Community Facilities, Section 4f and Section 6f Resources: City of Orange Beach

- 2.1.13. Standing Structures: From Aerial Photography or City of Orange Beach
- 2.1.14. Parcel Boundaries: City of Orange Beach
- 2.1.15. Major Utilities: City of Orange Beach
- 2.1.16. Existing Railroad Network: National Transportation Atlas Database
- 2.1.17. Political Boundaries: City of Orange Beach

2.2. Alternative Analysis Screening:

- 2.2.1. Prepare conceptual plans and profiles using Microstation. Develop horizontal and vertical geometry for one "new bridge" alternative in a separate alignment. Develop order of magnitude cost estimates for a new bridge alternative, including per-square foot costs, right of way cost, relocation costs. Order of magnitude cost estimates will also be prepared for an alternative that would widen and add capacity to an existing bridge.

2.3. Roadway Operational Performance: The object of this task is to conduct traffic operations analyses to evaluate operational benefits of the project using the previously developed Synchro Model to evaluate the following:

- Base Year (2020) Conditions
- Horizon Year (2042) No Build
- Horizon Year (2042) Action Alternatives (up to 3 concepts – 2 new bridge concepts and one widening of existing).

- 2.3.1. Data Collection: The existing Synchro Model is populated with Traffic Volume data. It will be reviewed to determine if additional traffic data needs to be collected. If so, it will be an add-on additional service (see end of Scope of Services).

2.4. Preliminary Alternatives Screening:

- 2.4.1. Quantitatively evaluate potential environmental impacts based on project GIS and information gathered throughout project study process.
- 2.4.2. Preliminary Alternatives Impact Summary: Develop matrix evaluating each alternative weighing the impacts and benefits of each alternative. Summarize alternatives in comparative form, evaluate how well each meets the purpose and need.

2.5. Alternative Outreach Meetings:

- 2.5.1. Local Officials and Resource Agencies Meeting: Prepare for and conduct one in-person meeting with local officials and resource agencies. Provide two consultant team members to attend and present preliminary alternatives and the engineering challenges and issues each alternative poses. Solicit comments on the alternatives developed and the assessment rationale.

- 2.5.2. Public Meeting: Prepare for and conduct one in-person open house style meeting. Team to present preliminary alternatives and the engineering challenges and issues each alternative poses. Team to solicit additional comments on the alternatives developed and the assessment rationale.

2.6. Refine Alternatives and Identify Preferred Alternative

- 2.6.1. After considering comments from the public, agencies, and team evaluation, identify and recommend a preferred alternative using a balanced transportation decision-

making approach that considers the potential impacts on human and natural resources, and the public's need for safe and efficient transportation improvements.

- 2.7. Logical Termini Determination: Assess and document the rational end points of the proposed action, ensuring it has (a) logical termini, (b) independent utility and (c) does not restrict consideration of alternatives for other transportation projects.

3. Environmental Assessment (EA) Documentation and Finding of No Significant Impact (FONSI)

3.1. Federal Permit Application Updates:

- 3.1.1. USACE Individual Permit Application and USCG Bridge Permit Application will be updated to include alternatives analysis and other information as needed.
- 3.1.2. Request for Additional Information / Responses to Public Comment: Public comments will be tabulated including the source of the comment, the date and manner received, the general topic area, and an official response will be drafted in narrative format for publication and/or inclusion in final EA report.

3.2. Draft EA documentation / FONSI

- 3.2.1. Draft EA document to be prepared for distribution to Federal Agencies and Resource Agencies
- 3.2.2. Revised Draft EA to be prepared, distributed, and made available for public comment period of 30 days.

3.3. Public Hearing: Team to conduct a public hearing during first 10 days of 30-day review period. This public hearing to cover Army Corps of Engineers permit request for hearing (required) and Draft EA hearing (optional).

3.4. Final EA documentation / FONSI

- 3.4.1. Prepare final EA document for review by City and for submission to Federal Agencies for approval / issuance of FONSI
- 3.4.2. Final EA with FONSI: Project team to prepare and distribute Final EA document with FONSI

Any services requested by the City of Orange Beach beyond the above stated scope of work shall be considered, "Additional Services" and shall be reimbursed at an hourly rate (see EXHIBIT D) as approved by the City. Any and all "Additional Services" shall be approved in writing or verbally by the City of Orange Beach before the Consultant Team performs said services. Examples may include, but not be limited to, conducting additional meetings with federal, state or local agencies, stakeholder groups or members of the public, collection of additional traffic data, collection of additional environmental data, additional analyses not considered previously, or more detailed design of additional alternatives not specified herein.

Exhibit B

Fee Estimate

Basic Services:

1.0	Scoping Items	\$1,653.00
2.1	Environmental Inventory	\$5,634.00
2.2	Preliminary Alternatives Development	\$39,313.00
2.3	Roadway Operational Performance	\$71,204.00
2.4	Alternatives Screening and Summary	\$27,511.00
2.5	Alternative Outreach Meetings	\$6,558.00
2.6	Alternative Refinement and Identification of Preferred	\$10,106.00
2.7	Logical Termini and Independent Utility Justification	\$2,123.00
3.1.1	Federal Permit Application Update	\$8,500.00
3.1.2	RAI/Responses	\$22,400.00
3.2/3.4	EA Documentation/FONSI	\$8,500.00
3.3	Public Hearing	\$9,440.00
		\$212,942.00

Burk-Kleinpeter, Inc.

\$164,102.00

(includes direct reimbursable costs)*

TTL

\$48,840.00

(includes direct reimbursable costs)*

TOTAL "NOT TO EXCEED LIMIT" FOR TASK ORDER 22

\$212,942.00

**Direct Reimbursable Costs Include: Reproduction Costs, Travel and Mileage Expenses*

Exhibit C

Wolf Bay Bridge Alternatives Analysis

Tentative Timeline		Month 1				Month 2				Month 3				Month 4				Month 5				Month 6				Month 7				Month 8				Month 9				Month 10				Month 11				Month 12			
Task	Description	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4				
1	SCOPING AND PURPOSE AND NEED																																																
1.1	Study Area																																																
1.2	Purpose and Need Statement																																																
2	ALTERNATIVES ANALYSIS																																																
2.1	Environmental Inventory																																																
2.2	Alternative Analysis Screening																																																
2.2.1	Develop Preliminary Alternatives and Cost Estimates																																																
2.3	Roadway Operational Performance																																																
2.3.1	Data Collection																																																
	Base Year																																																
	Horizon Year (no-action)																																																
	Horizon Year (up to 3 alternatives)																																																
2.4	Preliminary Alternatives Screening																																																
2.4.1	Quantify critical factors																																																
2.4.2	Preliminary Alternatives Summary																																																
2.5	Alternatives Outreach Meetings																																																
2.5.1	Officials (Local, State, Fed) Alternatives Meeting(s)																																																
2.5.2	Public Alternatives Meeting(s)																																																
2.6	Refine Alternatives and Identify Preferred																																																
2.7	Logical Terminus																																																
***	Finalize Conceptual Design (BKI previous scope)																																																
ENVIRONMENTAL ASSESSMENT																																																	
3	Environmental Documentation																																																
3.1	Federal Permit Application Updates																																																
***	Technical Reports/Appendices																																																
3.2	Initial Draft EA																																																
3.2	Draft EA																																																
3.3	Public Notification																																																
3.3	Public Hearing																																																
3.4	Initial Final EA																																																
3.4	Final EA																																																
3.4	FONSI																																																

EXHIBIT D
CURRENT BILLING RATE SCHEDULE
BURK-KLEINPETER, INC.

Personnel:

Personnel cost is reimbursed based on hourly billing rates by category as follows:

<i>Classification</i>	<i>Billing Rate</i>
Principal.....	\$321.00
Senior/Regional Vice President.....	\$286.00
Engineering Supervisor.....	\$237.00
Planning Supervisor.....	\$201.00
Senior Project Manager.....	\$207.00
Project Engineer.....	\$190.00
Senior Civil Engineer.....	\$175.00
Civil Engineer.....	\$142.00
Engineer Intern.....	\$108.00
Senior Mechanical Engineer.....	\$175.00
Mechanical Engineer.....	\$142.00
Senior Electrical Engineer.....	\$175.00
Electrical Engineer.....	\$142.00
Traffic Engineer PTOE.....	\$196.00
GIS Analyst.....	\$128.00
Senior Environmental Engineer.....	\$168.00
Environmental Engineer.....	\$145.00
Senior Planner.....	\$163.00
Planner.....	\$105.00
Senior CAD Technician.....	\$130.00
CAD Drafter.....	\$97.00
Construction Manager.....	\$184.00
Senior Construction Inspector.....	\$92.00
Construction Inspector.....	\$82.00
Clerical.....	\$69.00

The above hourly billing rates are effective through December 31, 2020 and may be updated no more than once per year from the date of execution of this agreement. The

maximum increase for any one year shall not exceed three percent per year and must be submitted to the OWNER for approval prior to adjustment of those rates for the new year.

Travel & Subsistence:

All travel and subsistence expenses are invoiced at actual cost plus 10% handling. Cost of mileage is computed at the prevailing rate.

Purchased Services:

All purchased services are invoiced at actual cost plus 10% handling. These include but are not limited to reproduction, long distance telephone, consultants, subcontract services, rented or leased equipment, and expendable supplies.

Overtime Rates:

All non-exempt personnel, including CAD Technicians/Drafters, Construction Inspectors and Clerical staff shall be paid time and a half for overtime beyond 40 hours per week. The overtime billing rate for these non-exempt employees shall be 1.5 times the normal billing rate for all billable hours beyond 40 hours per week.

Exhibit E

TTL Scope of Work

TTL to assist Burk-Kleinpeter, Inc. with additional work associated with the Environmental Study / Permitting of a bridge project spanning the Gulf Intracoastal Waterway (GIWW) near Wolf Bay and associated at-grade roadway.

1. Scoping:

- 1.1. Project Study Area: TTL to provide BKI maps/GIS data of previously defined study area, and all comments related to the project study area.
- 1.2. Purpose and Need Statement (P & N): TTL to provide BKI existing P/N statement, and all public comments relating to the purpose and need statement.

2. Alternatives Analysis:

TTL to provide BKI all necessary data and files related to the evaluation and/or development of alternatives including previous studies, data collected, public comments, and analyses performed for the EA.

- 2.1. Environmental Inventory: TTL to provide relevant files
- 2.2. Alternative Analysis Screening: no major participation required
- 2.3. Roadway Operational Performance: no major participation required
- 2.4. Preliminary Alternatives Screening: no major participation required
- 2.5. Alternative Outreach Meetings:
 - 2.5.1. Local Officials and Resource Agencies Meeting: TTL to send one representative to attend as a resource and provide status update on permitting and the response to public comments/RAI
 - 2.5.2. Public Meeting: TTL to send one representative to attend as a resource and provide status update on permitting and the response to public comments/RAI
- 2.6. Refine Alternatives and Identify Preferred Alternative: no major participation required
- 2.7. Logical Termini Determination: no major participation required

3. Environmental Assessment (EA) Documentation and Finding of No Significant Impact (FONSI)

- 3.1. Federal Permit Application Updates:
 - 3.1.1. USACE Individual Permit Application and USCG Bridge Permit Application will be updated to include alternatives analysis and other information as needed.

- 3.1.2. Request for Additional Information / Responses to Public Comment: Public comments will be tabulated including the source of the comment, the date and manner received, the general topic area, and an official response will be drafted in narrative format for publication and/or inclusion in final EA report.
- 3.2. Draft EA documentation / FONSI
 - 3.2.1. Draft EA document to be prepared for distribution to Federal Agencies and Resource Agencies
 - 3.2.2. Revised Draft EA to be prepared, distributed, and made available for public comment period of 30 days.
- 3.3. Public Hearing: Team to conduct a public hearing during first 10 days of 30-day review period. This public hearing to cover Army Corps of Engineers permit request for hearing (required) and Draft EA hearing (optional). TTL to assist with planning of meeting and meeting content/materials.
- 3.4. Final EA documentation / FONSI
 - 3.4.1. Prepare final EA document for review by City and for submission to Federal Agencies for approval / issuance of FONSI
 - 3.4.2. Final EA with FONSI: Project team to prepare and distribute Final EA document with FONSI



**COMMITTEE OF THE WHOLE MEETING
OCTOBER 4, 2022**

Departments: Police

Description of Topic:

Resolution authorizing execution of a FY2022 Port Security Program Grant Award Agreement with the U.S. Department of Homeland Security for a rapid response vessel for the Police Department and Small Fire Boat Regional Training for the Fire Department.
(SB/MK/NW)

Action Options/Recommendation:

The Port Security Grant includes two projects. The first is acquisition of a new 28' Aluminum Rapid Response Vessel that will allow the Orange Beach Police Marine Unit to provide adequate maritime enforcement and overreaching mutual aid to neighboring maritime security partners agencies.

Source of Funding (if applicable) :

As a condition of this award, the City is required to contribute a cost match in the amount of \$107,988.00 of non-Federal funds, or 25 percent of the total approved project costs of \$455,451.00.

ATTACHMENTS:

Description

- ❑ Resolution
- ❑ Agreement
- ❑ Memo

RESOLUTION NO. 22-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
FY2020 PORT SECURITY PROGRAM GRANT AWARD AGREEMENT WITH THE
U.S. DEPARTMENT OF HOMELAND SECURITY FOR A
RAPID RESPONSE VESSEL FOR THE POLICE DEPARTMENT AND
SMALL FIRE BOAT REGIONAL TRAINING FOR THE FIRE DEPARTMENT**

FINDINGS:

1. The U.S. Department of Homeland Security has approved the City's grant request for financial assistance to purchase a rapid response vessel for the Police Department and small fire boat regional training for the Fire Department.
2. The total project cost is estimated at \$455,451.00. The City's matching share will be \$107,988.00, which is 25% of the total project cost.
3. After having reviewed said agreement (attached Exhibit A), the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

1. That the City of Orange Beach commits \$107,988.00 for the purpose of matching the FY2022 Port Security Grant Program;
2. That the Mayor is hereby authorized to execute a Grant Agreement between the City of Orange Beach and the U.S. Department of Homeland Security as an act for and on behalf of the City of Orange Beach subject to final approval by the City Attorney; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 18th DAY OF OCTOBER, 2022.

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. 22-xxx, which was duly and legally adopted at a regular meeting of the City Council on October 18, 2022.

City Clerk



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

Renee Eberly
City of Orange Beach
4099 Orange Beach Blvd.
Orange Beach, AL 36559 -

Re: Grant No.EMW-2022-PU-00166

Dear Renee Eberly:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2022 Port Security Grant Program has been approved in the amount of \$347,463.00. As a condition of this award, you are required to contribute a cost match in the amount of \$107,988.00 of non-Federal funds, or 24 percent of the total approved project costs of \$455,451.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2022 Port Security Grant Program Notice of Funding Opportunity.
- FEMA Preparedness Grants Manual

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

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at <https://portal.fema.gov>.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, Unique Entity Identifier (UEI) number, EIN and banking information. Please ensure that the UEI number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov>.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help us to make the necessary updates and avoid any interruptions in the payment process.

A handwritten signature in black ink, consisting of a stylized 'C' followed by a horizontal line and a small dot.

CHRISTOPHER PATRICK LOGAN GPD Assistant Administrator



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

AGREEMENT ARTICLES
Port Security Grant Program

GRANTEE: City of Orange Beach
PROGRAM: Port Security Grant Program
AGREEMENT NUMBER: EMW-2022-PU-00166-S01

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Article I - Summary Description of Award

The terms of the approved Investment Justification(s) and Budget Detail Worksheet(s) submitted by the recipient are incorporated into the terms of this Federal award, subject to the additional description and limitations stated in this Agreement Article and the limitations stated in subsequent reviews by FEMA of the award budget. Post-award documents uploaded into ND Grants for this award are also incorporated into the terms and conditions of this award, subject to any limitations stated in subsequent approvals by FEMA of changes to the award. Investments not listed in this Agreement Article are not approved for funding under this award.

Investment 1: City of Orange Beach Police Department Rapid Response Vessel is fully funded for \$323,963.

Investment 2: Fire Boat Small Course: Regional Training is fully funded for \$23,500.

Article II - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

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

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article III - General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article IV - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article V - Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VI - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article VII - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101 - 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article VIII - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article IX - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article X - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units - i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XI - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XII - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XIII - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XIV - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XV - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XVI - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XVII - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XVIII - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XIX - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

Article XX - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXI - Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXII - John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXIII - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXIV - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXV - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXVI - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

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

Article XXVII - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXVIII - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXIX - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXX - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXI - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXII - Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXIII - Reporting Subawards and Executive Compensation

Reporting of first tier subawards:

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

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

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements.

(a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#). For awards by other DHS components, please contact the applicable DHS FAO.

To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see [Programs and Definitions: Build America, Buy America Act | FEMA.gov](#).

Article XXXV - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXVI - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XXXVII - Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons:

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XXXVIII - Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XXXIX - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XL - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLI - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLII - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLIII - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant

documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XLIV - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Article XLV - Disposition of Equipment Acquired Under the Federal Award

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

Article XLVI - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XLVII - Indirect Cost Rate

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

Article XLVIII - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2022 DHS Standard Terms and Conditions will be housed on [dhs.gov](https://www.dhs.gov) at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article XLIX - PSGP Performance Goal

In addition to the Performance Progress Report (PPR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the capability gaps identified in their vulnerability assessment or other relevant documentation or sustains existing capabilities per the FEMA-approved Investment Justification. The capability gap reduction or capability sustainment must be addressed in the PPR.

Article L - Funding Hold: Environmental Planning and Historic Preservation (EHP) Compliance

This award includes work that triggers an Environmental Planning and Historic Preservation (EHP) compliance review. A funding hold is placed on the following investments/projects, and the recipient is prohibited from obligating, expending, or drawing down funds under this award in the amount of \$23,500 in support of the following investments/projects, with a limited exception for any approved costs associated with the preparation, conduct, and completion of required EHP reviews. Please refer to the applicable NOFO and Preparedness Grants Manual (PGM) for further information on EHP requirements and other applicable program guidance, including FEMA Information Bulletin No. 404.

Investment 2: Fire Boat Small Course: Regional Training: \$23,500

To release this hold, the recipient is required to obtain the required FEMA EHP compliance approval for this project pursuant to the FY 2022 PSGP NOFO and PGM. Failure to comply with this condition may jeopardize your ability to access and expend federal funds for the investments/projects listed above. Please contact your FEMA GPD Headquarters Preparedness Officer or Program Analyst to receive specific guidance regarding EHP compliance.

If you have questions about this funding hold or believe it was placed in error, please contact the FEMA GPD Headquarters Preparedness Officer or Program Analyst.

BUDGET COST CATEGORIES

Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$431,951.00
Supplies	\$0.00
Contractual	\$23,500.00
Construction	\$0.00
Indirect Charges	\$0.00
Other	\$0.00

Obligating Document for Award/Amendment

1a. AGREEMENT NO. EMW-2022-PU-00166-S01	2. AMENDMENT NO. ***	3. RECIPIENT NO. 630888669	4. TYPE OF ACTION AWARD	5. CONTROL NO. WX04585N2022T
6. RECIPIENT NAME AND ADDRESS City of Orange Beach 4099 Orange Beach Blvd. Orange Beach, AL, 36559 -	7. ISSUING FEMA OFFICE AND ADDRESS FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646		8. PAYMENT OFFICE AND ADDRESS FEMA Finance Center 430 Market Street Winchester, VA 22603	
9. NAME OF RECIPIENT PROJECT OFFICER Nicole Woerner	PHONE NO. 2519811180	10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov		
11. EFFECTIVE DATE OF THIS ACTION 09/02/2022	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement	14. PERFORMANCE PERIOD From: 09/01/2022 To: 08/31/2025 Budget Period 09/01/2022 08/31/2025	

1 5. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON- FEDERAL COMMITMENT
Port Security Grant Program	97.056	2022-FA-GC01-P410- -4101-D	\$0.00	\$347,463.00	\$347,463.00	See Totals
				\$0.00	\$347,463.00	\$347,463.00
						\$107,988.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.

N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Port Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) ,	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title)  CHRISTOPHER PATRICK LOGAN, GPD Assistant Administrator	DATE Fri Sep 02 13:19:59 GMT 2022



C I T Y O F O R A N G E B E A C H
POLICE DEPARTMENT

MEMORANDUM

To: Mayor/Municipal Council
C: Ken Grimes, Jr., City Administrator, Ford Handley, Finance Director
From: Chief of Police Steve Brown
Date: September 28, 2022
Re: **Approval for Grant Acceptance**

The City of Orange Beach has been awarded a grant through the Port Security Grant Program. The OBPD Marine Division currently conducts patrols on inland and offshore waters utilizing two rapid response vessels, Marine 1 and Marine 2. Marine 2 is 17 years old and it is in need of a complete refurbishment. This refurbishment would cost over \$260,000. This is more than double the City's 25% portion of having a new vessel built utilizing the Port Security Grant Program. Because Marine 2 was a design prototype it has many design flaws that cannot be corrected by refurbishment. It also doesn't benefit from improvements made to the production of later watercraft. Consistent growth in both annual visitors and the population of the local area have resulted in significantly higher call volumes.

FEMA's 2022 Port Security Grant Program allocates \$100,000,000 in federal funding to state, local, and private entities for the purpose of protecting America's ports. The program provides 75% of the cost for assets intended for use in varying categories of national priorities, for which Orange Beach qualifies. The City would be responsible for the remaining 25% cost of the vessel.

I am seeking approval to accept grant funding for a new 28' aluminum response vessel to replace Marine 2 capable of meeting the growing needs of the Marine Division. The significant funding provided by this grant will allow us to fulfill a future need at a greatly reduced cost to the City. The vessel will also be equipped with the ability to detect over 80% of drones within a 3 mile radius and identify the location of the operator. This will greatly enhance our ability to provide protection at concerts, festivals, and other large gatherings. In addition, all vessels purchased with Port Security Grant funds are eligible for future grant funding to lessen the cost of repowering them in the future.

The total project cost for the vessel is estimated to be \$431,951 with the federal government providing 75%, or \$323,963, and the City providing 25%, or \$ 107,988. Significant changes to vessel storage, fuel, and staffing costs are not anticipated. I expect reduced maintenance costs resulting from warranty coverage and periodic overhauls of Marine 2 no longer being needed. This new vessel will be expected to remain in service for 20 years.



**COMMITTEE OF THE WHOLE MEETING
OCTOBER 4, 2022**

Departments: Administration

Description of Topic:

Resolution reappointing Bill Brett to the Gulf Shores and Orange Beach Tourism Board of Directors. (RE)

Action Options/Recommendation:

Source of Funding (if applicable) :

ATTACHMENTS:

Description

- ▣ Resolution
- ▣ Letter

RESOLUTION NO. 22-xxx

**A RESOLUTION REAPPOINTING BILL BRETT TO THE
GULF SHORES AND ORANGE BEACH TOURISM BOARD OF DIRECTORS**

FINDINGS:

1. The term of Gulf Shores and Orange Beach Tourism Board of Directors member Bill Brett has expired or is about to expire.
2. Mr. Brett has served in his position faithfully and well.
3. City Council has determined that it is in the best interest of the City of Orange Beach to reappoint Bill Brett for an additional term.

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

1. That Bill Brett is hereby reappointed to serve as a member of the Gulf Shores and Orange Beach Tourism Board of Directors for a four-year term which ends September 2026;
2. That it be reaffirmed that the following persons have been appointed to the Gulf Shores and Orange Beach Tourism Board of Directors for the terms set out below:

Susan Boggs, term ending September 2023

Tony Kennon, term ending September 2024

Penny Groux, term ending September 2025

3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 18th DAY OF OCTOBER, 2022.

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. 22-xxx, which was duly and legally adopted at a regular meeting of the City Council on October 18, 2022.

City Clerk

September 26, 2022

The Honorable Tony Kennon
City Council Members
City of Orange Beach
P. O. Box 458
Orange Beach, Alabama 36561

**Re: Bill Brett's Term of Service
Gulf Shores & Orange Beach Tourism**

Dear Mayor and Council Members:

The term of Mr. Bill Brett on the Gulf Shores & Orange Beach Tourism Board of Directors will expire at the end of September. He has very ably represented the Orange Beach lodging industry on our Board of Directors since 1999. Mr. Brett's contributions to the Board have been numerous, and he is an exemplary example of the leadership that is crucial for positive guidance of our area's destination marketing efforts.

I appreciate your consideration of this matter and look forward to receiving your decision of the Board's representative for the City's lodging industry in the Lodging Tax District for the next four years.

If you have questions, I can be reached at 251.942.9874 Your timely attention to this matter is greatly appreciated.

Best regards,



Glen Kaiser
Chairman

cc: Mr. Bill Brett
Brett/Robinson
P. O. Box 4009
Gulf Shores AL 36547



**COMMITTEE OF THE WHOLE MEETING
OCTOBER 4, 2022**

Departments: Administration

Description of Topic:

Resolution authorizing execution of an agreement regarding the Baldwin County Interoperability Communications System for police and fire protection services with the Baldwin County Commission. (MK/SB)

Action Options/Recommendation:

Source of Funding (if applicable) :

ATTACHMENTS:

Description

- ▣ Resolution
- ▣ Agreement

RESOLUTION NO. 22-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF AN
AGREEMENT REGARDING THE
BALDWIN COUNTY INTEROPERABILITY COMMUNICATIONS SYSTEM
FOR POLICE AND FIRE PROTECTION SERVICES
WITH THE BALDWIN COUNTY COMMISSION**

FINDINGS:

1. The City of Orange Beach and the Baldwin County Commission have reached an agreement (attached Exhibit A) related to the Baldwin County Interoperability Communications System Agreement for Police and Fire Protection Services.
2. After having reviewed said agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.
3. The term of this agreement shall be for three (3) years beginning September 30, 2022.

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

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

ADOPTED THIS 18th DAY OF OCTOBER, 2022.

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. 22-xxx, which was duly and legally adopted at a regular meeting of the City Council on October 18, 2022.

City Clerk

**AGREEMENT REGARDING
BALDWIN COUNTY INTEROPERABILITY COMMUNICATIONS SYSTEM
FOR THE CITY OF ORANGE BEACH, ALABAMA, POLICE AND FIRE
PROTECTION SERVICES**

This Agreement Regarding Baldwin County Interoperability Communications System for the City of Orange Beach, Alabama, Police and Fire Protection Services (“Agreement”) is entered into as of the date of execution of this Agreement by the Chairman of the Baldwin County Commission by and between Baldwin County, Alabama, by and through the Baldwin County Commission, a political subdivision of the State of Alabama (the “Baldwin County Commission”), and the City of Orange Beach, Alabama, an Alabama municipal corporation (the “City”), as and subject to the terms and conditions set forth below.

WITNESSETH:

Section 1. Purpose:

This Agreement establishes the permission, guidelines and requirements for the use of the Baldwin County Interoperability P25 700/800 MHz (sometimes referred to as the “System”) by the City.

Section 2. Authority:

Participation in this Agreement and permission to use the System requires the approval and authorization of the Baldwin County Commission and shall be managed by the Baldwin County Communications and Information Systems Department (“CIS”).

Section 3. Applicability:

This Agreement authorizes the use of Baldwin County Interoperability channels and radio frequencies by the City as approved and authorized by the Baldwin County Commission, in its discretion, based on recommendations by CIS. The Baldwin County Commission reserves the right to add or remove approved and authorized agencies, entities, or individuals.

Section 4. Understanding:

A. The Baldwin County Commission by and through the Baldwin County Communication and Information Systems Department (“CIS”) shall do the following:

1. Manage and maintain proper licenses for the use of the interoperability frequencies.

2. Manage and maintain an accurate database of federal, state, county and local government entities or agencies that have been approved and authorized to use the System.
3. Issue any talk groups, channels or subscriber IDs that will be used on the System.
4. The Baldwin County Commission shall have the authority to monitor proper usage of the Interoperability talk groups and channels, although the Baldwin County Commission and its departments, committees or employees shall not be liable for any content or misuse of the System.
5. Maintain the System's operations, functionality and upgrades, as deemed necessary for optimal performance of the System.

B. City shall do the following:

1. Participate in Baldwin County communications planning for countywide communications interoperability as may be required by the Baldwin County Commission, by and through CIS.
2. Manage the proper usage of interoperability frequencies, talk groups and channels by its employees, ensuring compliance with any Federal, State, County or Local laws, ordinances and rules.
3. Utilize the interoperability frequencies, talk groups and channels hereby authorized for their intended purpose of coordination between emergency first responders.
4. Use the interoperability frequencies, talk groups and channels for on-scene incident communications, as established by the on-scene Incident Commander and governed by any Federal, State, County or Local laws, ordinances or rules.
5. Implement radio communications procedures consistent with National Incident Management Systems (NIMS) and Incident Command Systems (ICS).
6. Ensure that agency mobile, portable and base radios intended for use by the agency for interoperability communications on the 700/800 MHz radio system are properly configured for the proper interoperability frequencies, talk groups and channels, as outlined by the Baldwin County Commission by and through CIS, and ensure that such radios are properly maintained and upgraded.

Section 5. Procedures:

The Baldwin County Commission reserves the right to adopt, change or amend any policies, procedures or rules related to the use of the System, and/or any provision of this Agreement, as deemed necessary, in its discretion, with or without the consent or approval of the City or and other entities or agencies. Such change or amendment shall become effective immediately upon

its adoption and approval by the Baldwin County Commission. Such change or amendment shall be provided to the City in writing. In the event the City disagrees or objects to such change or amendment, the City shall have the right to terminate this Agreement in accordance with Section 7.

Section 6. Compensation:

The City shall pay to the Baldwin County Commission the sum of \$10.00 per month for each radio or communication device activated on the System. The CIS Department will verify on a monthly basis the number of radio or communication devices activated on the System for City. Payments shall be made on or before the February 1 of each year for all sums accrued each month through and including the date of payment. At the termination or expiration of this Agreement, all outstanding amounts owed shall be paid to the Baldwin County Commission within ninety (90) days of such expiration or termination. City shall be responsible for all costs of operation for each radio or communication device activated and/or used on the System, including, but not limited to, acquisition costs and costs associated with activation or deactivation of individual radios or communication devices.

Section 7. Term and Termination:

This Agreement shall be effective September 30, 2022 and continue for a term of three (3) years, unless otherwise terminated by the parties as set forth herein. Any party may cancel or terminate this Agreement by giving ninety (90) days written notice of such termination to the other party. In the event of such termination, the City shall pay the fees incurred through the date of termination, and the City shall bear the cost of separating from the System.

Section 8. Disclaimer of Warranties:

The Baldwin County Commission in no way warrants or guarantees, and expressly disclaims any warranties or guarantees for or related to, the services and/or equipment installed and/or serviced under this Agreement. Reasons that may affect, interrupt, cause failure or otherwise limit the use of such services and/or equipment include, but are not limited to, the following: a power outage, a fiber optic line cable being cut, equipment not configured properly, and/or any event above and beyond the Baldwin County Commission's reasonable control, including, without limitation, any government actions, fire, work stoppages, civil disturbances, interruptions of power or communications to Baldwin County or any facilities used by or for Baldwin County, failure of internet, hosting, telecommunications, or other services to Baldwin County or facilities used by or for Baldwin County, natural disasters, acts of God, or acts of terrorism or war, or the lines not being compatible with the software and/or equipment used by the City.

THE BALDWIN COUNTY COMMISSION MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE

OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE SERVICES AND/OR EQUIPMENT WILL MEET THE REQUIREMENTS OF THE CITY.

Without limiting the foregoing, the Baldwin County Commission does not warrant that the services and/or equipment will be without failure, delay, interruption, error, degradation of voice quality or loss of content, data or information. Neither Baldwin County nor its Commissioners, officers, directors, employees, representatives, affiliates, or agents will be liable for unauthorized access to Baldwin County's or the City's transmission facilities or premises equipment or for unauthorized access to, alteration, theft or destruction of, data files, programs, procedures or information through accident, fraudulent means, or equipment or any other method, regardless of whether such damage occurs as a result of the Baldwin County's or its agent's or vendor's negligence. Statements and descriptions concerning the services and/or equipment are informational and are not given as a warranty of any kind.

The Baldwin County Commission does not warrant or guarantee that the information sent, relayed, carried or delivered through any third parties' networks/services will reach its destination or its correct address or recipient, or that the details of the recipient or sender are correct or accurate. Baldwin County shall not be liable for, and shall be excused from, any failure to deliver or perform, or for any delay in delivery or performance of services due to causes beyond its reasonable control.

Section 9. Hold Harmless:

A. Indemnity and Hold Harmless. To the fullest extent allowed by law, City shall indemnify, defend and hold Baldwin County, its Commissioners, officers, directors, agents, employees and County Representatives (collectively referred to in Section 9 as "Baldwin County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by or imposed upon Baldwin County or any County Representative, as a result of any entry upon or activity conducted by, or any act or omission of, City or any City representative, employee, agent, or subcontractor arising out of or related to this Agreement, including, but not limited to, the construction, maintenance, upgrade, repair or removal of any information or equipment from the property and/or facilities. Baldwin County does not and shall not waive any rights against the City which it may have by reason of this indemnification and hold harmless agreement. This indemnification and hold harmless agreement by the City shall apply to all damages, penalties and claims of any kind, regardless of whether any insurance policy shall have been determined to be applicable to any such damages or claims for damages.

B. Further Liability. In no event or way will Baldwin County, its Commissioners, officers, directors, or County Representatives be liable for any direct, incidental, indirect, special, punitive, exemplary or consequential damages, or for any other damages, including, but not limited to, personal injury, wrongful death, property damage, loss of data, loss of revenue or profits, or damages arising out of or in connection with the use or inability to use the services and/or the

equipment installed and/or serviced under this Agreement. The limitations set forth herein apply to claims founded in all areas, including, but not limited, to breach of contract, breach of warranty, and product liability, and apply whether or not Baldwin County was informed of the likelihood of any particular type of damages.

Section 10. Legal Compliance:

The City shall at all times comply with all applicable federal, state, county, local laws and regulations. The City agrees to use the services and/or equipment installed and/or serviced under this Agreement only for lawful purposes. The City will be responsible for any and all liability that may arise out of content transmitted by the City to any person, whether authorized or unauthorized, using the services and/or equipment.

Section 11. Core Owners:

Baldwin County Commission owns and operates, at its discretion, Zone 2 of the Alabama Inter-zone Radio System (AIRS). Baldwin County will provide best effort to accommodate the needs of other Core Owners and agencies across the State, but the Commission's first priority will be to its local agencies.

Section 12. Phoenix West:

The City agrees to maintain and pay the lease at Phoenix West which houses the communications equipment leased to the Baldwin County Commission. The City will maintain and pay all electrical bills and maintain and service the HVAC system associated with the Phoenix West lease. The County will in turn provide an annual credit of \$7,500 towards the City of Orange Beach Fire Department's invoice for radio usage fees associated with the Baldwin County Interoperability Communications System and provide a reliable backup power system for the communications equipment housed at Phoenix West.

Section 13. Miscellaneous:

A. This Agreement shall not be construed more strictly against one party than against the others merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Baldwin County Commission and the City have contributed substantially and materially to the preparation of this Agreement.

B. This Agreement embodies the entire agreement and understanding of the parties, and there are no further or prior agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

C. This Agreement may not be modified in any manner other than by an agreement as specified herein.

D. This Agreement may be executed in any number or counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement

may be delivered by facsimile transmission.

E. This Agreement shall be construed in accordance with and governed by the laws of the State of Alabama.

F. If any part, section, or subdivision of this Agreement shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Agreement, which shall continue in full force and effect notwithstanding such holding.

G. The headings or captions in this Agreement are for convenience only and shall not limit or otherwise affect the meaning hereof.

H. City's indemnity and hold harmless obligations under this Agreement shall survive expiration or termination of this Agreement.

BALDWIN COUNTY COMMISSION:

By: James E. Ball
Its: Chairman

Attest: _____
By: Ronald J. Cink
As: Budget Director

City of Orange Beach:

By: Tony Kennon, Mayor

Attest: _____

By: _____
Its: _____

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that James E. Ball, as Chairman of the Baldwin County Commission, and Ronald J. Cink as Budget Director of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such Chairman and Budget Director of the Baldwin County Commission, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Commission.

Given under my hand and seal this the _____ day of _____, 2022.

Notary Public, Baldwin County, Alabama

My Commission expires: _____

STATE OF ALABAMA

COUNTY OF BALDWIN

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

Given under my hand and seal this the _____ day of _____, 2022.

Notary Public, Baldwin County, Alabama

My Commission expires: _____

ITEM 1.



COMMITTEE OF THE WHOLE MEETING OCTOBER 4, 2022

Departments: Community Development

Description of Topic:

Reminder: Public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0906-PUD-22, Cotton Bayou Cottages PUD on October 18, 2022.

Action Options/Recommendation:

Source of Funding (if applicable) :

ITEM 2.



COMMITTEE OF THE WHOLE MEETING OCTOBER 4, 2022

Departments: Community Development

Description of Topic:

Reminder: Public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0902-PUD-22, Saltwater Cottages PUD on October 18, 2022.

Action Options/Recommendation:

Source of Funding (if applicable) :



**COMMITTEE OF THE WHOLE MEETING
OCTOBER 4, 2022**

Departments: Community Development

Description of Topic:

Reminder: Public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0910-PUDA-22, Turquoise Place PUD Modification, Buffer Screening on October 18, 2022.

Action Options/Recommendation:

Source of Funding (if applicable) :
