

**CITY OF SPANISH FORT
CITY COUNCIL MEETING
AGENDA**

Regular Meeting
October 21, 2024
Spanish Fort Community Center
6:00 p.m.

- I. CALL TO ORDER
- II. ROLL CALL
- III. INVOCATION
- IV. PLEDGE OF ALLEGIANCE
- V. APPROVAL OF THE MINUTES OF THE PREVIOUS MEETINGS

Work Session October 7, 2024
Regular Meeting October 7, 2024

- VI. REPORTS OF COMMITTEES AND OFFICERS
- VII. PUBLIC PARTICIPATION
- VIII. ANNOUNCEMENTS

Congressman Jerry Carl has sent out a survey to Spanish Fort residents asking for feedback about our postal service. Please check your email inbox and fill out the survey. If you did not receive a survey, please send your comments to jerry.carl@mail.house.gov. It is important the Congressman and his staff receive your feedback.

Effective October 15, 2024, long-time City Councilmember J. R. Smith is resigning to move to a new home outside the Spanish Fort City Limits. As a result, the City Council seat for District 4 is vacant. The City Council will appoint a qualified elector residing in District 4 to fill the remainder of the term, which expires on November 3, 2025. This position is open to qualified electors residing in Spanish Fort City Council District 4 who wish to represent District 4 on the Spanish Fort City Council. The City Council serves as the legislative body of the City of Spanish Fort. Regular Council meetings are held on the first and third Mondays of each month at 6:00 p.m., with a scheduled work session preceding the Council meeting at 4:00 p.m. Other special meetings or work sessions are held as needed. If you wish to be considered, please mail or bring your resume to the Spanish Fort Community Center, 7361 Spanish Fort Blvd, Spanish Fort, Alabama 36527, or email to City Clerk, Rebecca A. Gaines at cityclerk@cityofspanishfort.com. The Spanish Fort City Council will fill the appointment at an upcoming meeting. Resumes should be received by November 4, 2024, at 1:00 p.m. A map of the District 4 limits may be found on the City's website under the Planning and Zoning section of the website, or by contacting the City Clerk's office at 251-626-4884.

- IX. OLD BUSINESS
- X. NEW BUSINESS

Proclamation of the Week of October 20-26 as Friends of the Libraries Week in the City of Spanish Fort

Proclamation of J. R. Smith Day in the City of Spanish Fort

Ordinance No. 677-2024-----An Ordinance Establishing a Procurement Policy for the City of Spanish Fort

Ordinance No. 679-2024-----An Ordinance Authorizing the Mayor to Execute a Memorandum of Understanding between the Baldwin County Commission, Baldwin County Sheriff's Office, Baldwin County Schools and the City of Spanish Fort

Ordinance No. 680-2024-----An Ordinance Establishing Rules and Regulations for Integrity Park in the City of Spanish Fort, Alabama

Ordinance No. 681-2024-----An Ordinance Establishing Rules and Regulations for Spirit Park in the City of Spanish Fort, Alabama

Public Hearing on Ordinance No. 682-2024 as follows:

Ordinance No. 682-2024-----An Ordinance Granting a Non-exclusive Franchise to Uniti Fiber GulfCo., LLC, for the Purpose of Maintaining Fiber Optics Transmission Lines withing the Public Rights-of-Way within the City of Spanish Fort, Alabama

Public Hearing on Ordinance No. 683-2024 as follows:

Ordinance No. 683-2024----- An Ordinance Granting a Non-exclusive Franchise to Southern Light, LLC, for the Purpose of Maintaining Fiber Optics Transmission Lines withing the Public Rights-of-Way within the City of Spanish Fort, Alabama

Ordinance No. 684-2024-----An Ordinance Annexing Certain Property into the Corporate Limits of the City of Spanish Fort, Alabama

Ordinance No. 685-2024-----An Ordinance Amending Ordinance No. 51-96 of the City of Spanish Fort Changing the Zoning Classification of Certain Properties Located Near the Intersection of Alabama Highway 225 and U.S. Highway 31 and Bearing Tax Parcel Nos 05-32-09-30-1-002-002.000, 05-32-09-28-0-001-024.000 and 05-32-09-38-0-001-024.001, from R-1 to B-3 and the Property Bearing Tax Parcel No. . 05-32-09-30-2-002-042.000 from B-2 to B-3

Ordinance No. 686-2024----- An Ordinance Amending Ordinance No. 51-96 of the City of Spanish Fort Changing the Zoning Classification of Certain Property Located at 6625 Spanish Fort Blvd., Spanish Fort, Alabama, and Bearing Tax Parcel No. 32-09-30-1-022.003 from B-2 to B-3

Resolution No. 1451-2024----A Resolution Authorizing the Mayor to Enter into a Contract for Services between the City of Spanish Fort, Alabama, and the Consultant for Park and Recreation Activities to the City Council

Resolution No. 1452-2024----A Resolution Amending the Employee Pay Classification Guidelines

Resolution No. 1454-2024-----A Resolution Declaring a Vacancy in Spanish Fort City Council District 4

Resolution No. 1455-2024-----A Resolution A Bid for Disaster Debris Removal and Disposal Services for the City of Spanish Fort, Alabama

Resolution No. 1456-2024----A Resolution Authorizing the Mayor to Enter into an Agreement with Pool Services Techs, LLC

Resolution No. 1457-2024----A Resolution Authorizing the Mayor to Execute an Professional Services with Avizo Group, Inc.

**Spanish Fort City Council
Minutes, Regular Meeting, October 7, 2024**

CALL TO ORDER

The City Council of the City of Spanish Fort, Alabama, met Monday, October 7, 2024, at 6:00 p.m., at the Spanish Fort Community Center, that being the scheduled date, time and place of such meeting.

ROLL CALL

The following Councilmembers were present: Curt Smith, Carl Gustafson, Shane Perry, J. R. Smith, Mary Brabner and Mayor McMillan.

INVOCATION AND PLEDGE OF ALLEGIANCE

Councilmember J. R. Smith led the invocation and Pledge of Allegiance.

APPROVAL OF MINUTES OF PREVIOUS MEETINGS

The minutes of the Meeting and Work Session of September 16, 2024, were distributed to each member, and Mayor McMillan called for any corrections. No corrections being offered, Mayor McMillan declared the minutes approved as written.

REPORTS OF COMMITTEES AND OFFICERS

Fire Chief Roger Few reported that the Spanish Fort Fire Rescue Department will host its annual Public Safety Day on Saturday, October 19, 2024, from 10:00 a.m. to 2:00 p.m. at Fire Station No. 1.

PUBLIC PARTICIPATION

There was none.

ANNOUNCEMENTS

Congressman Jerry Carl has sent out a survey to Spanish Fort residents asking for feedback about our postal service. Please check your email inbox and fill out the survey. If you did not receive a survey, please send your comments to jerry.carl@mail.house.gov. It is important the Congressman and his staff receive your feedback.

The City of Spanish Fort is proud to announce that Governor Kay Ivey recently awarded the City a \$3,000,000 grant from GOMESA funding. GOMESA, the Gulf of Mexico Energy and Security Act, provides funding for coastal conservation, restoration and hurricane protection. The award for the City of Spanish Fort will be used to begin development of the future Honor Park, consisting of approximately 142 acres located along Bay Minette Creek/Bay Minette Basin on Highway 225. The City is currently developing a master plan for the future use of Honor Park. Our residents are encouraged to fill out a survey regarding potential uses of the property. The survey can be found on the "Current Projects" section of our website, www.cityofspanishfort.com.

On Friday, October 18, 2024, the Spanish Fort Public Library and the City of Spanish Fort present the latest in our series of Outdoor Movie Nights. Join us at the pond behind the Spanish Fort Community Center for a showing of "Harry Potter and the Sorcerer's Stone". Dress up as your favorite Harry Potter character, bring your chairs and enjoy the show! Events begin at 6:00 p.m., and the movie will begin at dusk.

The City of Spanish Fort would like to congratulate Public Works employee Eddie McDonald. Last week, Mr. McDonald, who serves as a lieutenant and volunteer fire fighter in the Robertsdale Fire Department was awarded the Baldwin County Fire Chiefs' Association Firefighter of Year Award. Eddie received the award for his dedication to training other firefighters and for continuing his own training, and he also leads Robertsdale's Get Alarmed Alabama program to install smoke detectors in homes in the Robertsdale fire jurisdiction. Mr. McDonald is a valuable employee who takes a leadership role in our Public Works Department as well. Congratulations again to Eddie McDonald,

and we thank you for your service not only to the City of Spanish Fort, but also to your home community.

Effective October 15, 2024, long-time City Councilmember J. R. Smith will be resigning to move to a new home outside the Spanish Fort City Limits. As a result, the City Council seat for District 4 will be vacant. The City Council will appoint an elector residing in District 4 to fill the remainder of the term, which expires on November 3, 2025. This position is open to resident electors of Spanish Fort City Council District 4 who wish to be represent District 4 on the Spanish Fort City Council. The City Council serves as the legislative body of the City of Spanish Fort. Regular Council meetings are held on the first and third Mondays of each month at 6:00 p.m., with a scheduled work session preceding the Council meeting at 4:00 p.m. Other special meetings or work sessions are held as needed. If you wish to be considered, please mail or bring your resume to the Spanish Fort Community Center, 7361 Spanish Fort Blvd, Spanish Fort, Alabama 36527, or email to City Clerk, Rebecca A. Gaines at cityclerk@cityofspanishfort.com. The Spanish Fort City Council will fill the appointment at an upcoming meeting. Resumes should be received by November 4, 2024, at 1:00 p.m. A map of the District 4 limits may be found on the City's website under the Planning and Zoning section of the website, or by contacting the City Clerk's office at 251-626-4884.

OLD BUSINESS

There was none.

NEW BUSINESS

Proclamation of the Week of October 6-12 as Fire Prevention Week in the City of Spanish Fort

Mayor McMillan issued a proclamation proclaiming the Week of October 6-12, 2024, as Fire Prevention Week in the City of Spanish Fort. David Conner read the proclamation. Mayor McMillan presented the proclamation to Spanish Fort Fire Chief Roger Few.

Proclamation of October 7, 2024 as Bernard Davis Day in the City of Spanish Fort

Mayor McMillan issued a proclamation proclaiming October 7, 2024, as Bernard Davis Day in the City of Spanish Fort. David Conner read the proclamation. Mayor McMillan presented the proclamation to Mr. Bernard Davis with the thanks of the Mayor and City Council for Mr. Davis' 30+ years of service to the City of Spanish Fort.

Ordinance No. 676-2024

Mayor McMillan presented Ordinance No. 676-2024, an Ordinance amending Ordinance No. 51-96 of the City of Spanish Fort Changing the Zoning Classification of Certain Property Located at 10810 Highway 31 from R-1 to B-3. David Conner explained the proposed Ordinance. Discussion followed.

Mayor McMillan opened the public hearing. There were no comments. Mayor McMillan closed the public hearing. Discussion followed. A motion was made by Councilmember J. R. Smith and seconded by Councilmember Brabner to adopt Ordinance No. 676-2024. Discussion followed. Mayor McMillan called for a polling of votes. Voting "aye" were Councilmembers Curt Smith, Gustafson, Perry, Brabner, J. R. Smith and Mayor McMillan. Voting "nay" were none. Mayor McMillan declared the Ordinance adopted.

Ordinance No. 677-2024

Mayor McMillan presented Ordinance No. 677-2024, an Ordinance establishing a procurement policy for the City of Spanish Fort. David Conner explained the proposed Ordinance. Discussion followed.

Ordinance No. 678-2024

Mayor McMillan presented Ordinance No. 678-2024, an Ordinance regulating control of mosquitos and stagnant water in the City of Spanish Fort. David Conner explained the proposed Ordinance. Discussion followed.

A motion was made by Councilmember Gustafson and seconded by Councilmember Curt Smith to adopt Ordinance No. 678-2024. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Curt Smith, Gustafson, Perry, Brabner, J. R. Smith and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the Ordinance adopted.

Ordinance No. 679-2024

Mayor McMillan introduced Ordinance No. 679-2024, an Ordinance authorizing the Mayor to execute a Memorandum of Understanding between Baldwin County Commission, Baldwin County Sheriff’s Office, Baldwin County Schools and the City of Spanish Fort. David Conner explained the proposed Ordinance. Discussion followed.

Ordinance No. 680-2024

Mayor McMillan introduced Ordinance No. 680-2024, an Ordinance establishing rules and regulations for Integrity Park in the City of Spanish Fort. David Conner explained the proposed Ordinance. Discussion followed.

Ordinance No. 681-2024

Mayor McMillan introduced Ordinance No. 681-2024, an Ordinance establishing rules and regulations for Spirit Park in the City of Spanish Fort. David Conner explained the proposed Ordinance. Discussion followed.

Ordinance No. 682-2024

Mayor McMillan introduced Ordinance No. 682-2024, an Ordinance granting a non-exclusive franchise to Uniti Fiber GulfCo., LLC, for the purpose of maintaining fiber optics transmission lines within the public rights-of-way within the City of Spanish Fort, Alabama. David Conner explained the proposed Ordinance. Discussion followed. Mayor McMillan announced a Public Hearing will be held at the Monday, October 21, 2024 City Council meeting to hear comments from those in favor of or opposed to the proposed Ordinance.

Ordinance No. 683-2024

Mayor McMillan introduced Ordinance No. 683-2024, an Ordinance granting a non-exclusive franchise to Southern Light, LLC, for the purpose of maintaining fiber optics transmission lines within the public rights-of-way within the City of Spanish Fort, Alabama. David Conner explained the proposed Ordinance. Discussion followed. Mayor McMillan announced a Public Hearing will be held at the Monday, October 21, 2024 City Council meeting to hear comments from those in favor of or opposed to the proposed Ordinance.

Resolution No. 1446-2024

Mayor McMillan presented Resolution No. 1446-2024, a resolution authorizing the Mayor of the City of Spanish Fort, Alabama, to enter into an agreement for the rental and installation of a postage meter for the City of Spanish Fort. David Conner explained the proposed resolution. Discussion followed.

A motion was made by Councilmember Perry and seconded by Councilmember Curt Smith to adopt Resolution No. 1446-2024. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Curt Smith, Gustafson, Perry, Brabner, J. R. Smith and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the Resolution adopted.

Resolution No. 1447-2024

Mayor McMillan presented Resolution No. 1447-2024, a resolution authorizing the Mayor of the City of Spanish Fort to enter into an agreement for the provision of time and attendance software for the City of Spanish Fort. David Conner explained the proposed resolution. Discussion followed.

A motion was made by Councilmember Curt Smith and seconded by Councilmember Gustafson to adopt Resolution No. 1447-2024. Discussion followed. Mayor McMillan called for a polling of

votes. Voting “aye” were Councilmembers Curt Smith, Gustafson, Perry, Brabner, J. R. Smith and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the Resolution adopted.

Resolution No. 1448-2024

Mayor McMillan presented Resolution No. 1448-2024, a resolution authorizing the Mayor of the City of Spanish Fort, Alabama, to enter into an agreement for the roofing repairs at 7581 Spanish Fort Blvd. (“Old City Hall”) in the City of Spanish Fort. David Conner explained the proposed resolution. Discussion followed.

A motion was made by Councilmember J. R. Smith and seconded by Councilmember Perry to adopt Resolution No. 1448-2024. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Curt Smith, Gustafson, Perry, Brabner, J. R. Smith and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the Resolution adopted.

Resolution No. 1449-2024

Mayor McMillan presented Resolution No. 1449-2024, a resolution authorizing the Mayor of the City of Spanish Fort, Alabama, to enter into an agreement for the brick repair and painting at 7581 Spanish Fort Blvd. (“Old City Hall”) in the City of Spanish Fort. David Conner explained the proposed resolution. Discussion followed.

A motion was made by Councilmember Curt Smith and seconded by Councilmember Brabner to adopt Resolution No. 1449-2024. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Curt Smith, Gustafson, Perry, Brabner, J. R. Smith and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the Resolution adopted.

Resolution No. 1450-2024

Mayor McMillan presented Resolution No. 1450-2024, a resolution awarding the bid for a sidewalk along Jimmy Faulkner Drive from Tanager Lane to Spanish Fort Middle School. David Conner explained the proposed resolution. Discussion followed.

A motion was made by Councilmember Gustafson and seconded by Councilmember Perry to adopt Resolution No. 1450-2024. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Curt Smith, Gustafson, Perry, Brabner, J. R. Smith and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the Resolution adopted.

Resolution No. 1451-2024

Mayor McMillan introduced Resolution No. 1451-2024, a resolution authorizing the Mayor to enter into a contract for services between the City of Spanish Fort, Alabama, and the Consultant for Park and Recreation Activities to the City Council. David Conner explained the proposed resolution. Discussion followed.

Resolution No. 1452-2024

Mayor McMillan introduced Resolution No. 1452-2024, a resolution amending the Employee Pay Classification Guidelines. David Conner explained the proposed resolution. Discussion followed.

Resolution No. 1453-2024

Mayor McMillan introduced Resolution No. 1451-2024, a resolution appointing a member to the Spanish Fort Public School Commission. David Conner explained the proposed resolution. Discussion followed.

A motion was made by Councilmember Brabner and seconded by Councilmember Perry to adopt Resolution No. 1450-2024. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Curt Smith, Gustafson, Perry, Brabner, J. R. Smith and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the Resolution adopted.

ADJOURNMENT

There being no further business before the Council, the meeting adjourned at 6:41 p.m.

Approved this ____ day of October, 2024.

Rebecca A. Gaines
City Clerk.

Spanish Fort City Council

Minutes, Work Session, Monday, October 7, 2024

The City Council of the City of Spanish Fort, Alabama, met October 7, 2024, at 4:00 p.m., at the Spanish Fort Community Center, that being the scheduled date, time and place of such meeting.

The following Councilmembers were present: Curt Smith, Carl Gustafson, Shane Perry, J. R. Smith, Mary Brabner and Mayor McMillan. A quorum being present, the work session proceeded.

The Council discussed general municipal business.

City Attorney David Conner made a recommendation that the City Council go into executive session in accordance with the Alabama Open Meetings Act to discuss the general reputation and character of certain individuals and, subject to the limitations set out therein, to discuss the job performance of certain public employees; to discuss the legal ramifications of and legal options for pending litigation, controversies not yet being litigated, but imminently likely to be litigated, or imminently likely to be litigated if the governmental body pursues a proposed course of action; and to discuss the consideration the governmental body is willing to offer or accept when considering the purchase, sale, exchange, lease, or market value of real property. Mr. Conner made an oral declaration that the exceptions under the Open Meetings Act are applicable to the planned discussion. A motion was made by Councilmember J. R. Smith and seconded by Councilmember Brabner to go into executive session at 4:40 p.m. to discuss the aforementioned matters. Mayor McMillan called for the polling of votes. Voting "aye" were Councilmembers Curt Smith, Gustafson, Perry, J. R. Smith, Brabner and Mayor McMillan. Voting "nay" were none. Mayor McMillan announced that the executive session would last approximately 30 minutes and that the Work Session would resume upon the conclusion of the executive session.

The Council reconvened at 5:29 p.m.

The Council discussed general municipal business.

There being no further business before the Council, the work session adjourned at 5:32 p.m.

Approved this _____ day of October, 2024.

Rebecca A. Gaines, CMC
City Clerk

ORDINANCE NO. 677-2024

AN ORDINANCE ESTABLISHING A PROCUREMENT POLICY FOR THE CITY OF SPANISH FORT, ALABAMA

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:

SECTION 1. Definitions.

The following terms shall have the meaning ascribed to them herein unless the context clearly indicates otherwise:

- (1) *Emergency purchase.* A purchase made without following normal purchasing procedures in order to obtain goods or services to meet an urgent and unexpected requirement where health and public safety or the conservation of public resources are at risk.
- (2) *Public works contract.* A contract between the city and a contractor pursuant to Code of Ala. 1975, § 32-2-1 et seq., for the construction, repair, renovation, or maintenance of public buildings, structures, sewers, waterworks, roads, bridges, docks, underpasses, and viaducts as well as any other improvement to be constructed, repaired, renovated, or maintained on public property and to be paid, in whole or in part, with public funds or with financing to be retired with public funds.
- (3) *Purchase order.* A written authorization on a form approved by the City Clerk/Treasurer for a vendor to provide materials, equipment, supplies, other personal property, or services to be paid for with city funds at a specified price over a specified time period. Acceptance of the purchase order constitutes a purchase contract and is legally binding on all parties. Each Department shall maintain a number system for purchase orders so that each purchase order has a unique identifying number.
- (4) *Sole source.* Those goods and/or services authorized to be purchased without competitive bid pursuant to applicable provisions of Code of Ala. 1975, § 41-16-51(13).
- (5) *State bid limit.* The ceiling amount, as authorized by Code of Ala. 1975, § 41-16-50, above which all purchases of labor, services, work, or for the purchase of materials, equipment, supplies or other personal property within a fiscal year (with the exception of public works contracts and contracts for professional services exempt from the bid law), are required to be competitively bid before a purchase order can be obtained from the purchasing division.

SECTION 2. Purchasing Generally.

- (a) The provisions herein establish policies regulating the procedures to be followed in the purchase of materials, equipment, supplies, other personal property, or services, depending on the costs of the items to be purchased.
- (b) The splitting of purchases into smaller orders to avoid these requirements is strictly prohibited.
- (c) A purchase order will be generated and signed by the Mayor or his designee under the established procedures.
- (d) The purchasing procedure provisions hereof do not apply to public works contracts made pursuant to Code of Ala. 1975, § 32-2-1 et seq., or to contracts for the provision of professional services pursuant to Code of Ala. 1975, § 41-16-51, if authorized by the City Council.

SECTION 3. Purchase orders.

Except as otherwise stated herein, a purchase order signed by the Mayor or his or her designee is required in every instance in which there is a need to purchase materials, equipment, supplies, other personal property, or services with City funds exceeding five thousand dollars (\$5,000.00) per purchase, except for purchases made with an authorized city procurement credit card. Purchases made with an authorized city procurement card shall not exceed five thousand dollars (\$5,000.00). A signed purchase order must be received by a Department Head prior to placing any order exceeding five thousand dollars (\$5,000.00) with any vendor or supplier unless the purchase can be classified as an emergency.

The Mayor or his respective designees, may declare exceptions to the five thousand dollar (\$5,000.00) purchase order requirement and procurement card limit at his discretion for payment of invoices for recurring expenses such as, but not limited to, fuel, insurance premiums, licenses,

membership fees, and subscriptions. Utility payments and payments routinely withdrawn on a monthly or quarterly basis through an electronic funds withdrawal, such as monthly utility payments, tax payments, health insurance payments and/or retirement system payments do not require a purchase order.

Purchase orders will only be issued for the purchase of materials, equipment, supplies, other personal property, or services, pursuant to the provisions hereof for legitimate public purposes and solely for the use and benefit of the City and its operations and shall not inure to the private or personal benefit of any employee, person, firm or corporation.

Purchase Orders shall be initiated and properly documented by the requisitioning department head or his designee and sent to the City Clerk's office.

For items costing in excess of \$500.00, alternate price quotations must be obtained and attached to the Purchase Order from at least two (2) additional vendors to ensure the maximum value for each public dollar spent.

Nothing prohibits a department from submitting a requisition to the purchasing division of the department of accounting and finance and obtaining a purchase order to purchase items on behalf of the city should they desire to do so even though the same is not required.

SECTION 4. Purchases in excess of the state bid limit.

Departments seeking to purchase materials, equipment, supplies, other personal property, or services that may exceed the state bid limit pursuant to Code of Ala. 1975, § 41-16-50, and are not otherwise exempt pursuant to Code of Ala. 1975, § 41-16-51, (the bid law limit for heavy-duty off-highway construction equipment is as established by Code of Ala. 1975, § 41-16-52) within a fiscal year are required to competitively bid the purchase of said materials, equipment, supplies, other personal property, or services through the City Clerk's Office before a purchase order can be issued. Public works contracts and other items exempt from the Alabama bid law are exempt from this requirement. All public works contracts must be procured pursuant to Title 39 of Code of Alabama. Prior to initiating the procurement process for any public works contract, professional service contract, or other bid law exempt item, departments are required to contact the City Clerk's Office for instructions and guidance in the procurement process.

SECTION 5. Sole source purchases.

Purchase Orders may be submitted, and purchase orders may be issued for materials, equipment, supplies or other personal property, services and commodities in excess of the bid law limit for which there is only one vendor or supplier and contractual services and purchases of personal property which by their very nature are impossible to award by competitive bidding pursuant to Code of Ala. 1975, § 41-16-51(13). Provided; however, proper documentation and verification of the facts supporting the same shall be submitted to City Clerk's Office and approved by the Mayor and/or City Council.

Such documentation must demonstrate that the service, good or item sought to be acquired must be unique; that uniqueness must be substantially related to the intended purpose, use and performance of the service, good or item such that the department requesting the same must be able to show that other similar goods, services or items cannot perform the desired objectives.

SECTION 6. Emergency purchases.

In cases of emergency affecting the public health, safety or convenience, so declared in writing by the City Council, setting forth the nature of the danger to public health, safety or convenience involved in delay, requisitions may be submitted and purchase orders issued for the purchase of materials, services, equipment, supplies or other personal property to the extent necessary to meet the emergency without public advertisement pursuant to Code of Ala. 1975, § 41-16-53. Provided; however, proper documentation and verification of the facts supporting the same shall be submitted to the City Clerk's Office and approved by the Mayor and/or City Council.

SECTION 7. Administration

The City Clerk's Office, with the approval of the Mayor, is authorized to promulgate rules, regulations and policies in furtherance of the provisions hereof in order to implement the same. Violations of this article may result in discipline pursuant to Section 19-90.

SECTION 8. Contract procurement standards.

(a) *Contract procurements, generally.*

- (1) All procurements of professional service contracts shall comply with all applicable federal, state and local laws, rules and regulations. To the extent this chapter may conflict with any valid superseding federal or state law, it shall automatically conform to such federal or state law.
- (2) All procurements of public works construction and other non-professional service contracts shall comply with all applicable federal, state and local laws, rules and regulations. To this extent this chapter may conflict with any valid superseding federal or state law, it shall automatically conform to such federal or state law.
- (3) Unless otherwise required by federal law, rule, and/or regulation, all city contract procurements shall comply with applicable state competitive bid and public works laws.
- (4) Unless otherwise required by a federal law, rule or regulation, competitive bidding shall not be required to procure the following:
 - a. Contracts for securing services of attorneys, physicians, architects, teachers, superintendents of construction, artists, appraisers, engineers, consultants, certified public accountants, public accountants, or other individuals possessing a high degree of professional skill where the personality of the individual plays a decisive part.
 - b. Contracts for fiscal or financial advice or services.
 - c. The selection of paying agents and trustees for any security issued by the city.
 - d. Professional services contracts for codification and publication of the laws and ordinances of the city.
 - e. The purchase of insurance.
- (5) Unless otherwise required by a federal law, rule or regulation, the city council may adopt a resolution authorizing and awarding a professional service contract as described in subsection (a)(4) in its discretion and without utilization of a formal or informal competitive bid process.
- (6) Notwithstanding the foregoing, the city may, in its discretion, issue a request for proposal ("RFP") or request for statement of qualifications ("RFQ") to introduce a competitive element into the selection of any professional service. Generally, the RFP or RFQ may require a statement of experience and qualifications, references, a price/hourly rate quote (if applicable), and any other requirement deemed appropriate by the city that does not conflict with federal, state or local law; provided, however, that the final form of any lawful RFP or RFQ shall be in the discretion of the city and may or may not include any of the abovementioned elements, and may include additional elements.

(b) *Procurement of contracts subject to 2 CFR § 200.318 requirements.*

- (1) *Applicability.* The requirements of this section apply to procurements related to the expenditure of all federally originated funds.
- (2) *City procurement procedures to conform to federal law.* The city will use its own procurement procedures which reflect applicable state and local laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 CFR § 200.318.
 - a. *Contract administration system.* The city will maintain a contract administration system through the establishment of a city representative for each contract. The city representative will monitor contract performance and consult with the office of the City Attorney as required to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
 - b. *Standards of conduct; conflicts of interest.* Elected officials, staff or agents of the city are prohibited from personally benefitting from procurements under this section. No employee, officer or agent of the city shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest as defined in 2 CFR § 200.318(c)(1), real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, or any member of his or her immediate family, his or her partner, or an organization which employs, or is about to

employ, any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The City's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value in excess of that allowed under Alabama ethics laws from contractors, potential contractors, or parties to subcontracts. Violations of such standards by the officers or employees of the city, or agents, or by contractors or their agents shall be reported to the state ethics commission pursuant to Code of Ala. 1975, § 36-25-17.

- c. *Unnecessary/ duplicative items.* Prior to award, the City shall perform a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
 - d. *Responsible contractors.* The city will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. The city will require contractors to execute a "disbarment and suspension statement" certifying/verifying that the contractor is not suspended or disbarred or otherwise excluded from or ineligible for participation in federal assistance programs or activities. See 2 CFR § 200.213.
 - e. *Records.* The city will maintain records sufficient to detail the history of a procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
 - f. *Protest procedures.* Protests made under this section shall be presented in writing to the designated city representative within three (3) days of bid opening. Further protest may be handled and resolved pursuant to the same procedure established in *Alabama Code* (1975) § 41-16-61. To wit, any taxpayer of the area within the jurisdiction of the city and any bona fide unsuccessful bidder on a particular contract shall be empowered to bring a civil action in the appropriate court to enjoin execution of any contract entered into in violation of the provisions of this section. The city shall in all instances disclose information regarding the protest to the awarding agency. A protestor must exhaust this remedy before pursuing a protest with the federal agency.
 - g. *Intergovernmental agreements.* The city shall enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.
 - h. *Excess and surplus property.* The city shall use federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
 - i. *Value engineering clauses.* The city shall use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions whenever such use is feasible.
 - j. *Time and materials type contracts.* The city may use a time and material type contract as defined in 2 CFR § 200.318(j) only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk.
 - k. *Procurement of recovered materials.* The city shall follow the requirements of 2 CFR § 200.322 with regard to the procurement of recovered materials.
- (3) *Competition.* All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of 2 CFR § 200.319.
- a. *Contractor disqualification.* In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals are excluded from competing for such procurements.

- b. *Situations restrictive of competition.* Some of the situations considered to be restrictive of competition, and therefore prohibited, include but are not limited to:
 1. Placing unreasonable requirements on firms in order for them to qualify to do business;
 2. Requiring unnecessary experience and excessive bonding;
 3. Noncompetitive pricing practices between firms or between affiliated companies;
 4. Noncompetitive awards to consultants that are on retainer contracts;
 5. Organizational conflicts of interest;
 6. Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement; and,
 7. Any arbitrary action in the procurement process.
 - c. *Geographical preferences.* The city will not impose in-state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. Nothing in this section preempts state licensing laws.
 - d. *Written selection procedures.* The city will establish written selection procedures for procurement transactions in the form of a request for proposal ("RFP"), request for statement of qualifications ("RFQ"), sealed bid, or other pre-established procurement document for each procurement transaction. In the event that procedures are not established in the procurement document, written proposals will be rated by a pre-selected panel of qualified city employees, officers and/or agents. The panel will agree upon a rating system prior to review of proposals that will consist of either a numerical grading system or a pass/fail grading system, or a combination of the two (2). These procedures will ensure that all solicitations:
 1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a brand name or equal description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and,
 2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
 - e. *Prequalification.* If the city chooses to prequalify contractors, then the city will ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the city will not preclude potential bidders from qualifying during the solicitation period.
- (4) *Methods of procurement.* Any method of procurement under this section shall comply with the requirements of 2 CFR § 200.320 and any other applicable federal, state or local law, rule or regulation, whichever requirement is stricter.
- a. *Procurement by micro-purchases.* Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold ([2 CFR] § 200.67 micro-purchase). The micro-purchase threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (definitions). It is three thousand dollars (\$3,000.00) except as otherwise discussed in Subpart 2.1 of that

regulation, but this threshold is periodically adjusted for inflation. To the extent practicable, the city shall distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the city considers the price to be reasonable.

- b. *Procurement by small purchase procedures.* Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources. To the extent the Alabama Competitive Bid and/or Public Works Laws establish stricter standards for procurement by small purchase procedures, the city shall apply the stricter state law standards. Generally, all expenditure of funds of whatever nature for labor, service, work, or for the purchase of materials, equipment, supplies, or other personal property involving fifteen thousand dollars (\$15,000.00) or more must be competitively bid pursuant to the requirements of the state bid law.
- c. *Procurement by sealed bids (formal advertising).* Bids shall be publicly solicited and a firm-fixed-price contract (lump sum or unit price) shall be awarded to the responsible, responsive bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method shall be the preferred method for procuring construction. The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bid. The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond. All bids will be publicly opened at the time and place prescribed in the invitation for bids. A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of. Any or all bids may be rejected if there is a sound documented reason. To the extent the Alabama Competitive Bid and/or Public Works Laws establish stricter standards for procurement by sealed bids (formal advertising), the city shall apply the stricter state law standards. Before entering into any contact for a public works involving an amount in excess of fifty thousand dollars (\$50,000.00), the city shall advertise for sealed bids. In order for sealed bidding to be feasible, the following conditions must be present:
 1. A complete, adequate, and realistic specification or purchase description is available;
 2. Two or more responsible bidders are willing and able to compete effectively and for the business; and
 3. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
- d. *Procurement by competitive proposals.* This method shall be conducted with more than one source submitting an offer, and with either a fixed-price or cost-reimbursement type contract to be awarded. This method shall be generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:
 1. Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;
 2. Proposals will be solicited from an adequate number of qualified sources;
 3. The method for conducting technical evaluations of the proposals received and for selecting awardees will be established in the request for proposal ("RFP"), request for statement of qualifications ("RFQ"), or other pre-established procurement document for each procurement transaction. In the event that procedures are not established in the procurement document, written proposals will be rated by a pre-selected panel of qualified city employees. The panel will agree upon a rating

system prior to review of proposals that will consist of either a numerical grading system or a pass/fail grading system, or a combination of the two (2);

4. Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and,
 5. In its discretion, the city may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.
 6. To the extent the Alabama Competitive Bid and/or Public Works Laws establish stricter standards for procurement by competitive proposals, the city shall apply the stricter state law standards.
- e. *Procurement by noncompetitive proposals.* Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate. Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:
1. The item is available only from a single source;
 2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 3. The awarding agency authorizes noncompetitive proposals; or
 4. After solicitation of a number of sources, competition is determined inadequate.
- Cost analysis (i.e. verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits) is required.
- f. *Procurement by Purchasing Cooperative.* Where not prohibited by federal or state laws or regulations, procurement may be allowed in accordance with the provisions of Alabama Code (1975) §§ 41-51-16(a)(16). Prior to obtaining a purchase order, the department seeking the purchase shall obtain documentation from the Alabama Department of Public Examiners verifying that the proposed purchasing cooperative is approved. Additionally, documentation shall be obtained from the purchasing cooperative verifying that the contract was competitively bid in accordance with state and federal law, including, but not limited to, the provisions of 2 CFR § 200.320.
- g. *Procurement through General Services Administration Contract.* Where not prohibited by federal or state laws or regulations, procurement may be allowed in accordance with the provisions of Alabama Code (1975) §§ 41-51-16(a)(17) The purchase of goods or services, other than wireless communication services, whether voice or data, from vendors that have been awarded a current and valid Government Services Administration contract. Any purchase made pursuant to this subdivision shall be under the same terms and conditions as provided in the Government Services Administration contract. Prices paid for such goods and services, other than wireless communication services, whether voice or data, may not exceed the amount provided in the Government Services Administration contract.
- h. *Procurement of items exempt from Alabama state bid requirements.* Where not prohibited by federal laws or regulations, procurement of items exceeding the minimum bid threshold, but otherwise exempt from Alabama state bid requirements shall be subject to the provisions of this Ordinance. Where an item is exempt from bidding pursuant to the Alabama state bid law, proposals from three (3) vendors shall be obtained unless the item is a sole source item or the item.
- (5) *Contracting with small and minority firms, women's business enterprise and labor surplus area firms.* Pursuant to 2 CFR § 200.321, the city will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include: placing qualified small and minority businesses and

women's business enterprises on solicitation lists; assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises; establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; using the services and assistance of the small business administration and the minority business development agency of the department of commerce; and, requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in this section.

- (6) *Contract cost and price.* Pursuant to 2 CFR § 200.324, the city shall perform a cost or price analysis in connection with every procurement action in excess of the simplified acquisition threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the city must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offeror is required to submit the elements of his estimated cost, e.g. under professional, consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price. The city will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with federal cost principles. The city may reference its own cost principles that comply with the applicable federal cost principles. The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used."
- (7) *Federal awarding agency or pass-through entity review.* Pursuant to 2 CFR § 200.325, the city must make available, upon request of the federal awarding agency or pass-through entity, technical specifications on proposed procurements where the federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. These review requirements shall be governed by 2 CFR § 200.324.
- (8) *Bonding requirements.* Pursuant to 2 CFR § 200.326, for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the following minimum requirements shall apply:
 - a. The city shall require a bid guarantee from each bidder equivalent to five (5) per cent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
 - b. The city shall require a performance bond on the part of the contractor for one hundred (100) per cent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
 - c. The city shall require a payment bond on the part of the contractor for one hundred (100) per cent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.
 - d. To the extent the Alabama Competitive Bid and/or Public Works Laws establish stricter standards for bonding requirements, the city shall apply the stricter state law standards.
- (9) *Contract provisions.* Contracts procured pursuant to 2 CFR § 200.327 shall contain the following contract provisions:
 - a. *Violation or breach of contract terms.* Contracts for more than the simplified acquisition threshold currently set at one hundred fifty thousand dollars (\$150,000.00), which is the inflation adjusted amount determined by the civilian agency acquisition council and the

defense acquisition regulations council (councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. To wit, if the contractor is adjudged as bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the agreement, or is assessed liquidated damages as set forth herein, then the city may, without prejudice to any of its other rights or remedies and after giving the contractor and his surety, if any, seven (7) days' written notice, during which period the contractor fails to cure the violation, terminate the employment of the contractor. In such case, the contractor shall not be entitled to receive any further payment from the city.

- b. *Termination for cause and for convenience.* For all contracts in excess of ten thousand dollars (\$10,000.00), the city reserves the right with or without cause to terminate the agreement by giving written notice to contractor of such termination at least fifteen (15) days before the effective date thereof. In the event of termination, contractor shall cease performing any work pursuant to the agreement and be entitled to compensation for services rendered through the effective date of termination.
- c. *Access to records.* The city, any subgrantee, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to the contract for the purpose of making audit, examination, excerpts, and transcriptions.
- d. *Retention of records.* Contractor is required to retain all records as required by applicable federal law for three (3) years after the city or any or subgrantee makes final payments and all other pending matters are closed.
- e. *Equal employment opportunity.* Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- f. *Davis-Bacon Act.* When required by federal program legislation, all prime construction contracts in excess of two thousand dollars (\$2,000.00) awarded by the city must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The city must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The city must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The city must report all suspected or reported violations to the federal awarding agency.
- g. *Contract Work Hours and Safety Standards Act.* Where applicable, all contracts awarded by the city in excess of one hundred thousand dollars (\$100,000.00) that involve the employment of mechanics or laborers must include a provision for compliance with 40

U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under forty (40) U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half (1½) times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- h. *Rights to inventions made under a contract or agreement.* If the federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the city wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the city must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
 - i. *Clean Air Act and the Federal Water Pollution Control Act.* Contracts and subgrants of amounts in excess of one hundred fifty thousand dollars (\$150,000.00) must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the regional office of the Environmental Protection Agency (EPA).
 - j. *Debarment and suspension.* A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the system for award management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
 - k. *Byrd anti-lobbying amendment.* Contractors that apply or bid for an award exceeding one hundred thousand dollars (\$100,000.00) must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- (c) *Procurement of contracts subject to 24 CFR § 85.36 requirements.*
- (1) *City procurement procedures to conform to federal law.* The city will use its own procurement procedures which reflect applicable state and local laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 24 CFR § 85.36.
 - a. *Contract administration system.* The city will maintain a contract administration system through the establishment of a city representative for each contract. The city representative will monitor contract performance and consult with the City Clerk's Office as required to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
 - b. *Standards of conduct.* Elected officials, staff or agents of the city are prohibited from personally benefitting from procurements under this section. No employee, officer or agent of the city shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest as defined in 24 CFR § 85.36, real or apparent, would be involved. Such a conflict would arise when the

employee, officer or agent, or any member of his immediate family, his partner, or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The city's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. To the extent permitted by state (Alabama Code (1975) Title 36, Chapter 25) or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the officers or employees of the city, or agents, or by contractors or their agents.

- c. *Unnecessary/duplicative items.* Prior to award, the city shall perform a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
 - d. *Responsible contractors.* The city will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. The city will require contractors to execute a "disbarment and suspension statement" certifying/verifying that the contractor is not suspended or disbarred or otherwise excluded under 2 CFR § 408.220 of the government-wide non-procurement, disbursement and suspension list.
 - e. *Records.* The city will maintain records sufficient to detail the significant history of a procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
 - f. *Protest procedures.* Protests made under this section shall be presented in writing to the designated city representative within three (3) days. Further protest may be handled and resolved pursuant to the same procedure established in Ala. Code § 41-16-61. To wit, any taxpayer of the area within the jurisdiction of the city and any bona fide unsuccessful bidder on a particular contract shall be empowered to bring a civil action in the appropriate court to enjoin execution of any contract entered into in violation of the provisions of this section. The city shall in all instances disclose information regarding the protest to the awarding agency. A protestor must exhaust this remedy before pursuing a protest with the federal agency.
- (2) *Competition.* All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of 24 CFR § 85.36.
- a. *Situations restrictive of competition.* Some of the situations considered to be restrictive of competition, and therefore prohibited, include but are not limited to:
 - 1. Placing unreasonable requirements on firms in order for them to qualify to do business;
 - 2. Requiring unnecessary experience and excessive bonding;
 - 3. Noncompetitive pricing practices between firms or between affiliated companies;
 - 4. Noncompetitive awards to consultants that are on retainer contracts;
 - 5. Organizational conflicts of interest;
 - 6. Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement; and,
 - 7. Any arbitrary action in the procurement process.
 - b. *Geographical preferences.* The city will not impose in-state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given

the nature and size of the project, to compete for the contract. Nothing in this section preempts state licensing laws.

- c. *Written selection procedures.* The city will establish written selection procedures for procurement transactions in the form of a request for proposal ("RFP"), request for statement of qualifications ("RFQ"), sealed bid, or other pre-established procurement document for each procurement transaction. In the event that procedures are not established in the procurement document, written proposals will be rated by a pre-selected panel of qualified city employees, officers and/or agents. The panel will agree upon a rating system prior to review of proposals that will consist of either a numerical grading system or a pass/fail grading system, or a combination of the two (2). These procedures will ensure that all solicitations:
 1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a brand name or equal description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and,
 2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
 - d. *Prequalification.* If the city chooses to prequalify contractors, then the city will ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the city will not preclude potential bidders from qualifying during the solicitation period.
- (3) *Methods of procurement.* Any method of procurement under this section shall comply with the requirements of 24 CFR § 85.36 and any other applicable federal, state or local law, rule or regulation, whichever requirement is stricter.
- a. *Procurement by small purchase procedures.* Small purchase procedures are those relatively simple and informal procurement methods for securing services. To the extent the state competitive bid and/or public works laws establish stricter standards for procurement by small purchase procedures, the city shall apply the stricter state law standards. Generally, all expenditure of funds of whatever nature for labor, service, work, or for the purchase of materials, equipment, supplies, or other personal property involving fifteen thousand dollars (\$15,000.00) or more must be competitively bid pursuant to the requirements of the state bid law.
 - b. *Procurement by sealed bids (formal advertising).* Bids shall be publicly solicited and a firm-fixed-price contract (lump sum or unit price) shall be awarded to the responsible, responsive bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method shall be the preferred method for procuring construction. The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bid. The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond. All bids will be publicly opened at the time and place prescribed in the invitation for bids. A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of. Any or all bids may be rejected if there is a sound documented reason. To the extent the state competitive bid and/or public works laws establish stricter standards for procurement by sealed bids (formal advertising), the city shall apply the stricter state law standards. Before entering into any

contact for a public works involving an amount in excess of fifty thousand dollars (\$50,000.00), the city shall advertise for sealed bids. In order for sealed bidding to be feasible, the following conditions must be present:

1. A complete, adequate, and realistic specification or purchase description is available;
 2. Two (2) or more responsible bidders are willing and able to compete effectively and for the business; and
 3. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
- c. *Procurement by competitive proposals.* If this method is used, the following requirements apply:
1. Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;
 2. Proposals will be solicited from an adequate number of qualified sources;
 3. The method for conducting technical evaluations of the proposals received and for selecting awardees will be established in the request for proposal ("RFP"), request for statement of qualifications ("RFQ"), or other pre-established procurement document for each procurement transaction. In the event that procedures are not established in the procurement document, written proposals will be rated by a pre-selected panel of qualified city employees. The panel will agree upon a rating system prior to review of proposals that will consist of either a numerical grading system or a pass/fail grading system, or a combination of the two (2);
 4. Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and,
 5. In its discretion, the city may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.
 6. To the extent the state competitive bid and/or public works laws establish stricter standards for procurement by competitive proposals, the city shall apply the stricter state law standards.
- d. *Procurement by noncompetitive proposals.* Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one (1) source, or after solicitation of a number of sources, competition is determined inadequate. Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one (1) of the following circumstances applies:
1. The item is available only from a single source;
 2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 3. The awarding agency authorizes noncompetitive proposals; or
 4. After solicitation of a number of sources, competition is determined inadequate; or
 5. The items is exempt from bid under the requirements of the Alabama state bid law.

Cost analysis (i.e. verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits) is required.

- e. *Procurement by Purchasing Cooperative.* Where not prohibited by federal or state laws or regulations, procurement may be allowed in accordance with the provisions of Alabama

Code (1975) §§ 41-51-16(a)(16). Prior to obtaining a purchase order, the department seeking the purchase shall obtain documentation from the Alabama Department of Public Examiners verifying that the proposed purchasing cooperative is approved. Additionally, documentation shall be obtained from the purchasing cooperative verifying that the contract was competitively bid in accordance with state and federal law, including, but not limited to, the provisions of 2 CFR § 200.320.

- f. *Procurement through General Services Administration Contract.* Where not prohibited by federal or state laws or regulations, procurement may be allowed in accordance with the provisions of Alabama Code (1975) §§ 41-51-16(a)(17). The purchase of goods or services, other than wireless communication services, whether voice or data, from vendors that have been awarded a current and valid Government Services Administration contract. Any purchase made pursuant to this subdivision shall be under the same terms and conditions as provided in the Government Services Administration contract. Prices paid for such goods and services, other than wireless communication services, whether voice or data, may not exceed the amount provided in the Government Services Administration contract.
 - g. *Procurement of items exempt from Alabama state bid requirements.* Where not prohibited by federal laws or regulations, procurement of items exceeding the minimum bid threshold, but otherwise exempt from Alabama state bid requirements shall be subject to the provisions of this Ordinance. Where an item is exempt from bidding pursuant to the Alabama state bid law, proposals from three (3) vendors shall be obtained unless the item is a sole source item.
- (4) *Contracting with small and minority firms, women's business enterprise and labor surplus area firms.* The city will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include: placing qualified small and minority businesses and women's business enterprises on solicitation lists; assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises; establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; using the services and assistance of the small business administration and the minority business development agency of the department of commerce; and, requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in this section.
- (5) *Contract cost and price.* The city shall perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the city must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offeror is required to submit the elements of his estimated cost, e.g., under professional, consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price. The city will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with federal cost principles. The city may reference its own cost principles that comply with the applicable federal cost principles. The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.
- (6) *Bonding requirements.* For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the following minimum requirements shall apply:
- a. The city shall require a bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance

that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

- b. The city shall require a performance bond on the part of the contractor for one hundred (100) percent of the contract price. A "performance bond" is one (1) executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
 - c. The city shall require a payment bond on the part of the contractor for one hundred (100) percent of the contract price. A "payment bond" is one (1) executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.
 - d. To the extent the state competitive bid and/or public works laws establish stricter standards for bonding requirements, the city shall apply the stricter state law standards.
- (7) *Contract provisions.* Contracts procured pursuant to this section shall contain the following contract provisions:
- a. *Violation or breach of contract terms.* If the contractor is adjudged as bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the agreement, or is assessed liquidated damages as set forth herein, then the city may, without prejudice to any of its other rights or remedies and after giving the contractor and his surety, if any, seven (7) days' written notice, during which period the contractor fails to cure the violation, terminate the employment of the contractor. In such case, the contractor shall not be entitled to receive any further payment from the city.
 - b. *Termination for cause and for convenience.* The city reserves the right with or without cause to terminate the agreement by giving written notice to contractor of such termination at least fifteen (15) days before the effective date thereof. In the event of termination, contractor shall cease performing any work pursuant to the agreement and be entitled to compensation for services rendered through the effective date of termination.
 - c. *Access to records.* The city, any subgrantee, the federal grantor agency, the comptroller general of the united states, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to the contract for the purpose of making audit, examination, excerpts, and transcriptions.
 - d. *Retention of records.* Contractor is required to retain all records as required by applicable federal law for three (3) years after the city or any or subgrantee makes final payments and all other pending matters are closed.
 - e. *Compliance, generally.* For contracts in excess of one hundred thousand dollars (\$100,000.00), contractors are required to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
 - f. *Energy efficiency.* Contractors are required to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
 - g. *Value engineering.* For architectural/engineering (A/E) contracts, contractor is encouraged to develop, prepare, and submit to the city value engineering change proposals (VECP's) voluntarily. Value engineering change proposal (VECP) means a proposal that requires a change to this, the current contract, to implement, and results in reducing the overall projected cost to the city without impairing essential functions or characteristics.
 - h. *Equal employment opportunity.* Contractors shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (Applies to all construction contracts awarded in

excess of ten thousand dollars (\$10,000.00) by grantees and their contractors or subgrantees).

- i. *Anti-kickback.* Contractors shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (Applies to all contracts and subgrants for construction or repair).
- j. *Davis-Bacon.* Contractors shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Applies to all construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation).
- j. *Work hours and safety standards.* Contractors shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Applies to all construction contracts awarded by grantees and subgrantees in excess of two thousand dollars (\$2,000.00), and in excess of two thousand five hundred dollars (\$2,500.00) for other contracts which involve the employment of mechanics or laborers).
- k. *Miscellaneous.* All contracts shall contain provisions giving notice of awarding agency requirements and regulations pertaining to reporting, notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract, and awarding agency requirements and regulations pertaining to copyrights and rights in data.

SECTION 9. Repealer Clause.

Any ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

SECTION 10. Severability Clause.

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

SECTION 11. Effective Date.

This Ordinance shall become effective upon its adoption or as otherwise required by state law.

ADOPTED and APPROVED this ____ day of _____, 2024.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk

ORDINANCE NO. 679-2024

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A
MEMORANDUM OF UNDERSTANDING BETWEEN THE BALDWIN
COUNTY COMMISSION, BALDWIN COUNTY SHERIFF'S OFFICE,
BALDWIN COUNTY SCHOOLS AND THE CITY OF SPANISH FORT**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPANISH
FORT, ALABAMA, AS FOLLOWS:**

SECTION 1. The City Council of the City of Spanish Fort, Alabama, hereby authorizes the Mayor to execute a Memorandum of Understanding between the Baldwin County Commission, Baldwin County Sheriff's Office, Baldwin County Schools and the City of Spanish Fort regarding funding for School Resource Officers. A copy of the proposed Agreement is attached hereto as Exhibit 1.

SECTION 2. The Agreement shall be executed by the Mayor on behalf of the City, and the City Clerk shall attest the same and affix the Seal of the City thereto.

SECTION 3. This Ordinance shall become effective upon adoption.

ADOPTED and APPROVED this ____ day of October, 2024.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines
City Clerk

**Memorandum
of
Understanding**

between

**Baldwin County Commission
Baldwin County Sheriff's Office
and
City of Spanish Fort**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is executed between the Baldwin County Commission (the "Commission"), the Baldwin County Sheriff's Office (the "BCSO"), and the City of Spanish Fort (the "Municipality").

The agencies enter this MOU for the purpose of operating a unified School Resource Officer Program within Baldwin County, which is intended to facilitate a cooperative effort by the participating agencies to effectively satisfy the requirements of the various roles to provide School Resource Officers as defined by the National Association of School Resource Officers and to comply with certain provisions of the School Resource Program MOU between the Baldwin County Sheriff's Office and the Baldwin County Public Schools (See **Exhibit "A"** for details), subject to the terms and conditions set forth herein.

I. Purpose

- A. Effective schooling requires a safe and orderly environment where teachers feel safe to teach and students feel safe to learn. It also requires that parents feel safe in sending their children to our schools. Consequently, law enforcement will provide school administrators and staff with law enforcement resources and the expertise they need to maintain safety, order, and discipline in the school environment.
- B. The School Resource Officer ("SRO") performs various roles while operating inside public schools as defined by National Association of School Resource Officers (NASRO). Their first duty is to protect the campus, the students, staff, and facilities. They also perform the duties of an APOST certified law enforcement officer, an informal counselor, and an instructor of law related and safety classes (hereinafter "SRO services").
- C. The School Resource Officer Program involves the assignment of a police officer from their respective law enforcement agencies to a public school as an SRO. In accordance with staffing availability and the demonstrated needs of the school, each law enforcement agency will select and assign an SRO to campuses within Baldwin County. SROs will maintain a presence at all public schools within the BCPSS.
- D. The SRO Program is intended to help ensure that no student's right to receive a safe and appropriate education is abridged by violence or disruption. This is achieved, in part, by the assignment of SROs to work within the public schools to be present on every campus every day when regular school is in session. Additionally, it is important to establish, maintain, and update specific guidelines and procedures to be followed by the SRO and individual school administrators. This MOU clarifies the roles of the SROs and School Administrators, their scope of their authority, and the responsibilities of the Parties in this collaboration. The success of the program relies on effective communication between the SRO, the principal, and other key staff members of each organization.

II. Goals

The primary goals of the School Resource Officer Program are to:

- Promote positive and supportive school climates.
- Create and maintain safe and secure school environments.

- Additionally, the Parties intend to foster the perception that schools are safe places in which students can learn, and teachers and ancillary personnel can teach and work.

These primary goals are further broken down to include:

- A. Maintaining the presence of highly trained, armed, and sworn Baldwin County Sheriffs Deputies and Municipal Law Enforcement Officers (collectively "SROs") who can immediately engage and mitigate any outside threat or internal threat to our schools. SROs will also be able to immediately engage and contain a threat until additional law enforcement resources arrive and deploy to mitigate a threat. The SRO will take law enforcement action as required against intruders and unwanted guest(s) who may appear at the school, to the extent that the SRO may do so under the law.
- B. Decreasing the number of major disciplinary incidents on campus. This includes but is not limited to threats of harm to students and faculty/terroristic threats, drug possession/distribution, gang membership, alcohol and tobacco possession and use, theft, vandalism, weapons possession, fighting, harassment, truancy, and sexual offenses. The reduction of these incidents will, in part, be the result of the SROs promoting self-discipline and respect for the law. Also, these incidents will be decreased in part through direct intervention and enforcement activities.
- C. Providing a deterrent to unacceptable behavior through the SRO's presence, visibility, and accessibility.
- D. Aiding in reviewing and maintaining the school's Emergency Operation Plans and/or Safety Plans and implementing them into situations requiring their use.
- E. Aiding in his/her capacity as a sworn law enforcement officer to assist school personnel in any law enforcement matter.
- F. Providing educational instruction in the areas of crime prevention, safety, conflict, resolution, and/or crime awareness. This information would encourage students to become more self-disciplined, voluntarily obey the laws of the State of Alabama, and the rules of the Baldwin County Public Schools.
- G. Reducing or preventing juvenile delinquency events.
- H. Mentoring students and encouraging students to show greater respect for one another with the additional goal of reducing serious disciplinary incidents, violent incidents, threats, and intimidation of other students.
- I. Fostering an environment that allows students to develop positive attitudes toward law enforcement officers, teachers, parents, and all authority figures.
- J. Encouraging students to be more proficient in setting appropriate internal and external boundaries in interpersonal and group relationships.
- K. Improving trust, communication, collaboration and mutual understanding between school officials, staff, students, parents, the SRO, and other Baldwin County Sheriffs Office Deputies and municipal law enforcement agencies hereafter referred to as law enforcement agencies to create an atmosphere in which:
 1. Students, parents, and school officials will feel free to utilize the services of the SRO and the law enforcement agencies.
 2. Students, school officials, parents, and other family members will contact the SRO or law enforcement agencies when there are situations that require crime intervention or prevention.

3. Understanding and a cooperative spirit toward law enforcement will be increased and will filter outward into the community.
 4. The School Resource Officer Unit will be able to rely on the increased assistance and cooperation of citizens in preventing or intervening in criminal activity in the community.
 5. The SRO may contribute with input towards further development of school policies that address crime and recommendations to possible procedural changes to enhance school safety.
 6. The SRO Unit working with other SRO/Community Outreach Units to help network and keep all of our schools as safe as possible.
 7. The SRO Unit Supervisors will work in partnership with the Baldwin County Public Schools Assistant Superintendent over Safety and Student Services to help maintain and foster a cooperative effort by all parties and promote a uniform approach for safety.
- L. Responding to school misconduct in a way that is reasonable, consistent, and fair, with appropriate consideration of mitigating factors and of the nature and severity of the incident.

III. Baldwin County Sheriff's Office Responsibilities

1. The BCSO will as the primary agency and authority responsible for overseeing and coordinating the administration and salary reimbursement of the SRO for the BCPSS.
2. The BCSO will review and make recommendations regarding any SRO Program operational and administrative issues within the BCPSS and will serve as a consultant to the BCPSS regarding school safety and security issues including but not limited to overseeing safety assessments, SRO training(s), and critical incident response planning and training events in partnership with the municipal law enforcement agencies for those schools within the corporate limits of a city or town.
3. The BCSO will provide primary SRO services to the schools which fall within the unincorporated areas of Baldwin County and the BCPSS' CTE and the alternative school.
4. For all other BCPSS schools located within a municipal jurisdiction, BCSO will engage the respective municipality to provide SRO services to schools which fall within the municipality's incorporated area. The BCSO will provide assistance and guidance regarding the provision of SRO services with all outside municipal law enforcement agencies.
5. In the event that a municipality is not subcontracted by BCSO to provide SRO services, the BCSO will provide SRO services to those schools.
6. The BCSO will provide assistance to all events that require an emergency law enforcement response as it relates to the BCPSS.
7. The BCSO will provide SRO services for any Board meetings or other public meetings as requested by the Superintendent or his or her designee.
8. The BCSO will serve as a point of contact and representative for the BCPSS with regards to all responses or threats to school safety while working within the Incident Command System for school responses within city/town limits.
9. The BCSO will provide payment and accounting of all salary contribution payments to the respective municipalities who enter into an agreement with BCSO and that incorporates all terms and conditions outlined within this MOU.
10. The BCSO will provide coordination and assistance of any necessary and offered SRO

specific training, that should include annual active shooter and tactical response training for all SROs.

11. The BCSO will provide mutual aid to the municipal law enforcement agency for all events that require an emergency law enforcement response for the BCPSS.
12. The BCSO will identify a direct point of contact(s) between the BCPSS, the BCSO, and the other municipal law enforcement agencies (BCSO POCs). The BCSO POCs will maintain a working knowledge of school rules, regulations, and laws regarding student safety and conduct. The BCSO POCs will establish and maintain effective relationships with school personnel and the other municipal law enforcement agencies.
13. The BCSO will employ the BCSO SROs under this Memorandum. The BCSO will pay the remaining percentage of the BCSO SRO salaries. The BCSO SROs shall be the employees of the BCSO and shall be subject to the administration, supervision, and control of the BCSO, except as such supervision and control is subject to the terms and conditions of this Memorandum, including but not limited to those terms regarding the employment of BCSO SROs.
14. The BCSO agrees to provide pay and employment benefits to each assigned BCSO SRO in accordance with the applicable salary schedules and employment practices of the BCSO, including but not necessarily limited to sick leave, annual leave, retirement compensation, and all other applicable employment benefits. The BCSO SROs shall be subject to all other personnel policies and practices of the BCSO except as such policies or practices may have to be modified to comply with the terms of this Memorandum.
15. The BCSO, in its sole discretion, shall have the power and authority to hire, discharge and discipline BCSO SROs.
16. The BCSO is responsible for assigning and supervising the BCSO SROs hours and schedule in compliance with all applicable state and federal laws. Specific BCSO SRO duty hours at a particular school should be set by mutual agreement between the BCPSS, at the direction of the principal of the school to which the officer is assigned, and the BCSO, by the POC for the SRO program. Generally, the BCSO or municipal SRO's duty schedule will be arranged to provide coverage throughout the school day including peak arrival and departure times before and after school, to include whenever possible, being visible patrolling the exterior and interior grounds during the opening and closing of school and during lunch periods.
17. Selection of the BCSO SRO and municipal SRO (collectively SROs):

The selection of the SRO is the most critical aspect of the program. Supervisors should select officers who have demonstrated the ability, interest, and skills necessary to work with youth, school staff, and the public. The following criteria should be considered by commanders when selecting officers for the program and can be used as a guideline for municipal law enforcement agencies:

- a. Ability to work with diverse groups;
- b. Ability to work cooperatively in a non-law enforcement environment with limited direct supervision;
- c. Knowledge of policies that pertain to juveniles and schools;
- d. Knowledge and familiarity with available law enforcement resources;
- e. Creative problem solver;
- f. Conflict resolution skills;
- g. Knowledge of the Juvenile Code and Juvenile Court procedures;

- h. Ability to effectively provide instruction to youths;
- i. Ability to communicate professionally and deliver presentations effectively to various groups including parents, educators, and community members;
- j. Organization and communication skills;
- k. Completion of Instructor Development Training before or after selection; and
- l. Supervisory recommendation.

IV. Municipal Law Enforcement Agency's Responsibilities

See **EXHIBIT "A"** for details regarding the municipal law enforcement agency's responsibilities under the following sections of that certain Memorandum of Understanding between the Baldwin County Sheriff's Office, Baldwin County Public Schools and the Baldwin County Commission: Part IV-SRO and School Administration Specific Duties and Responsibilities; Part V-Operational Procedures; Part VI-Release of Law Enforcement Information; and Part VII-Miscellaneous, subject to the limitations and provisions set forth below.

A. For purposes of this Agreement, Part IV-SRO and School Administration Specific Duties and Responsibilities, Section A.12. is hereby amended to read in its entirety as follows:

12. SROs will be responsible for lesson plans to be presented to the immediate supervisor. The plans will be approved by the chain of command and in the school before implementation. Topics of instruction will include crime prevention and safety, conflict resolution, restorative justice, and crime awareness as well as others decided upon.

B. For purposes of this Agreement, Part IV-SRO and School Administration Specific Duties and Responsibilities, Section A.19.a. and b. is hereby amended to read in its entirety as follows:

a. Law Enforcement Officer:

- SROs' primary role in schools is to protect the students and staff and to serve as a law enforcement officer. SROs assume primary responsibility for responding to requests for assistance from administrators and coordinating the response of other law enforcement resources to the school. SROs should work with school administrators in problem solving to prevent crime and promote safety in the school environment. SROs should also collaborate with school personnel to reduce student engagement with the juvenile justice systems and divert students from the courts when possible. Although SROs coordinate day-to-day with BCPSS staff, SROs are not school administrators. The BCSO or the respective municipal law enforcement agency should ensure through policies and training, that an arrest of a student is the last resort and that all reasonable efforts are made to divert the student from entry into the justice system. However, it is recognized that victims of crimes

committed by students have legal rights to pursue justice. Additionally, certain crimes (i.e., assaults with serious bodily injury) are not appropriate for restorative justice alternatives.

• As a law enforcement officer, the SROs should:

- i. Adhere to federal, state and department guidelines to protect the school against violence.
- ii. Provide a course of training for school personnel in handling crisis situations, which may arise at the school.
- iii. Apply alternative means to resolving conflict in lieu of arrest, when appropriate. Develop positive relationships with students to reduce the risk of criminal behavior. Document any activity of a criminal nature.

b. Law-Related Educator:

- As resources permit, SROs should strive to assist with presentations for school personnel on law-related topics such as law enforcement practices, changes in relevant laws, crime trends, crime prevention, school safety strategies, and crisis response procedures. SROs may also deliver law-related education with students using lessons/curricula approved in advance by the SRO Supervisor. In all cases, responding to incidents or conducting investigations will take precedence over delivery of presentations.
- As coordinated through the BCSO POC or the respective municipal SRO Supervisor, the BCPSS POC, and approved by the principal, SROs may become involved in the school's curriculum as a guest lecturer through an elective course of instruction that may enhance the students' understanding of legal concepts and information about law enforcement. However, responding to incidents or conducting investigations will always take precedence over instructing in the classroom. Lesson plans for all formal organized presentations should be forwarded to the BCSO POC or the respective municipal SRO Supervisor and the BCPSS POC for review and approval prior to presentation.
- SROs should make formal presentations to, or participate in, school and community-based organization meetings such as Parent Teacher Association meetings or School Community Coalitions on an as-needed basis. All such participation must be approved by the SRO's Supervisor. Similar requests to participate in focus groups, panel discussions, camps, mentoring programs, must be approved by the SRO's Supervisor. The BCSO POC, the BCPSS POC, and the SRO's supervisor should be kept informed of any such approved additional activities.
- Programs conducted in schools by other sections of the BCSO or law enforcement agencies should be coordinated with the BCPSS POC to avoid redundant services and ensure equitable distribution of such programs. The SRO should be notified in advance of any BCSO or other law enforcement activities scheduled for his or her assigned school.

C. For purposes of this Agreement, Part IV-SRO and School Administration Specific

Duties and Responsibilities, Section B.11. is hereby amended to read in its entirety as follows:

11. Undergo training in trauma-engagement, restorative justice, cultural competence, mental health, and disability awareness. This training will be provided by BCSO staff or the respective municipal law enforcement agency.

D. For purposes of this Agreement, Part V. Operational Procedures, Section D.1. is hereby

amended to read in its entirety as follows:

1. All searches should be conducted in accordance with the United States Constitution, state laws, and applicable BCPSS and BCSO or the respective municipal law enforcement agencies policies and guidelines.

E. For purposes of this Agreement, Part V. Operational Procedures, Section E.4. is hereby amended to read in its entirety as follows:

4. Physical intervention by SROs should be undertaken in accordance with policies and operational procedures of the BCSO or the respective municipal law enforcement agency and state law regarding physical intervention and use of force by a law enforcement officer.

F. For purposes of this Agreement, Part V. Operational Procedures, Section E.6. is hereby amended to read in its entirety as follows:

6. SROs should be aware of the ALSDE's policies and guidelines on seclusion and restraint and related local school board policies and may attend training offered by the local school system on their use of seclusion and restraint by school personnel. However, SROs should continue to operate by the policies and operational procedures of the BCSO or their respective law enforcement agencies and state law regarding physical intervention and use of force by a law enforcement officer.

V. Supervision

The responsibility for the assignment, activity, and conduct of personnel participating in the School Resource Officers Program remains with the respective agency heads or their command staff.

VI. MISCELLANEOUS.

A. This Memorandum of Understanding remains in force for a term of two years, unless either party terminates or withdraws from the agreement by delivering ninety days written notification of such termination or withdrawal to the other party. It should be reviewed annually and amended at least once every two years, or at any time upon the request of any party and as necessary to meet the needs of the signatory agencies. This Memorandum of Understanding shall not be construed to create or substantiate any right or claim on the part of any person or entity which is not party hereto.

B. Nothing in this MOU shall be construed as a limitation on the powers, rights, authority, duty, and responsibilities conferred upon either party under Alabama law.

C. Each party is solely responsible for the act(s) and omission(s) of its own officers, employees, officials, agents, and representatives and each party maintains all defenses and affirmative defenses afforded under State and Federal law concerning immunity.

D. In the event any provision of this MOU is held by a court to be illegal, void, or otherwise unenforceable, all other provisions of this MOU shall continue in full force and effect to the maximum extent permitted by law.

E. The failure of either party to enforce one or more provisions of this MOU with respect to any particular breach shall not be deemed or construed to constitute a waiver of any other breach of this MOU.

F. This MOU constitutes the entire understanding and agreement of the parties with respect to the subject matter contained herein and supersedes all prior agreements concerning the same subject matter, whether written or oral. This MOU may be modified only by a writing signed by both parties.

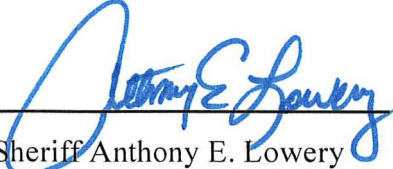
G. The parties may execute this MOU in counterparts. The parties represent and warrant that each respective signatory is fully authorized to enter into and to execute this MOU on behalf of the named party.

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Billie Jo Underwood,
Chairman Baldwin County
Commission

09/17/2024

Date



Sheriff Anthony E. Lowery
Baldwin County Sheriff's Office

09/09/2024

Date

Mayor Michael M. McMillan
City of Spanish Fort

Date

Chief John Barber
City of Spanish Fort

Date

EXHIBIT “A”

MEMORANDUM OF UNDERSTANDING

BALDWIN COUNTY SHERIFF'S OFFICE



BALDWIN COUNTY PUBLIC SCHOOLS



BALDWIN COUNTY COMMISSION



WHEREAS, the Baldwin County Sheriff's Office (BCSO), the Baldwin County Commission (the "Commission"), and the Baldwin County Board of Education (the "Board" or "BCPSS"), (collectively referred to as "the Parties"), entered into a Memorandum of Understanding ("MOU") in 2017 in order to establish a mutually beneficial partnership known as the School Resource Officer Program;

WHEREAS, the Parties agree that students are generally less mature and responsible than adults; they often lack the maturity, experience, perspective, and judgment to recognize and avoid choices that could be detrimental to them; and they are more susceptible to outside pressures than adults;

WHEREAS, the Parties agree the vast majority of student misconduct can be best addressed through classroom and in-school strategies.

WHEREAS, the Parties, share a mutual desire of ensuring a learning environment that is free from the fear of crime, violence, and victimization.

WHEREAS, the Parties recognize the potential public safety benefits that the School Resource Officer Program has provided the students, teachers, and staff of the BCPSS and all the citizens of Baldwin County;

WHEREAS, the Parties desire to continue building and maintaining a positive relationship between law enforcement and the youth of Baldwin County;

WHEREAS, recent nationwide school safety and SRO issues and responses have necessitated a need to reassess the structure and understandings between the Parties;

WHEREAS, the Parties have determined that it is in the best interest of students, teachers, and personnel for the Parties to streamline an organizational structure within the School Resource Officer Program so that safety measures and crisis response are consistent and designed to minimize loss of life in the event of a crisis or emergency situation;

WHEREAS, the Parties find that cooperation by all law enforcement in the matters contained in this Agreement will increase the efficiency and effectiveness of providing the governmental function of law enforcement protection on the BCPSS campuses to the benefit of all the taxpaying citizens of Baldwin County.

WHEREAS, the Parties hereby enter into this proposed MOU setting forth the respective roles and responsibilities of the Parties regarding the use of SROs in the BCPSS. The purpose of this MOU is to continue the mutually beneficial partnership and task force known as the "Partnership" or the "School Resource Officer Program" in which that both the Board and law enforcement can continue to work

together and within to achieve shared goals. The purpose of this Partnership is to foster relations of mutual respect and understanding in order to build a positive and safe school environment and to facilitate effective and timely communication and coordination of efforts between and among all Parties;

WHEREAS, this MOU is intended only to outline expectations between the Parties, and it is not intended to create contractual or equitable obligations on the part of the Parties toward particular municipalities, students, parents, third parties, and/or any of the Parties' employees.

NOW THEREFORE, the Parties hereby deem it expedient to the accomplishment of the mission of the School Resource Officer Program to adopt this Memorandum of Understanding on the 11th day of September 2024 and identify the following as their purpose, goals, objectives, and procedures:

THE PARTIES AGREE AS FOLLOWS:

PART I. PURPOSE

- E. Effective schooling requires a safe and orderly environment where teachers feel safe to teach and students feel safe to learn. It also requires that parents feel safe in sending their children to our schools. Consequently, law enforcement will provide school administrators and staff with law enforcement resources and the expertise they need to maintain safety, order, and discipline in the school environment.
- F. The SRO performs various roles while operating inside public schools as defined by National Association of School Resource Officers (NASRO). Their first duty is to protect the campus, the students, staff, and facilities. They also perform the duties of an APOST certified law enforcement officer, an informal counselor, and an instructor of law related and safety classes (hereinafter "SRO services").
- G. The School Resource Officer Program involves the assignment of a police officer from their respective law enforcement agencies to a public school as an SRO. In accordance with staffing availability and the demonstrated needs of the school, each law enforcement agency, in coordination with and under the mutual approval of the BCSO and the BCPSS, will select and assign an SRO to campuses within Baldwin County. SROs will maintain a presence at all public schools within the BCPSS.
- H. The SRO Program is intended to help ensure that no student's right to receive a safe and appropriate education is abridged by violence or disruption. This is achieved, in part, by the assignment of SROs to work within the public schools to be present on every campus on every day when regular school is in session. Additionally, it is important to establish, maintain, and update specific guidelines and procedures to be followed by the SRO and individual school administrators. This MOU clarifies the roles of the SROs and School Administrators, their scope of their authority, and the responsibilities of the Parties in this collaboration. The success of the program relies on effective communication between the SRO, the principal, and other key staff members of each organization.

PART II. GOALS

The primary goals of the School Resource Officer Program are to:

- Promote positive and supportive school climates, and

- Create and maintain safe and secure school environments.
- Additionally, the Parties intend to foster the perception that schools are safe places in which students can learn, and teachers and ancillary personnel can teach and work.

These primary goals are further broken down to include:

- A. Maintaining the presence of highly trained, armed, and sworn Baldwin County Sheriff's Deputies and Municipal Law Enforcement Officers (collectively "SROs") who can immediately engage and mitigate any outside threat or internal threat to our schools. SROs will also be able to immediately engage and contain a threat until additional law enforcement resources arrive and deploy to mitigate a threat. The SRO will take law enforcement action as required against intruders and unwanted guest(s) who may appear at the school, to the extent that the SRO may do so under the law.
- B. Decreasing the number of major disciplinary incidents on campus. This includes but is not limited to: threats of harm to students and faculty/terroristic threats, drug possession/distribution, gang membership, alcohol and tobacco possession and use, theft, vandalism, weapons possession, fighting, harassment, truancy, and sexual offenses. The reduction of these incidents will, in part, be the result of the SROs promoting self-discipline and respect for the law. Also, these incidents will be decreased in part through direct intervention and enforcement activities.
- C. Providing a deterrent to unacceptable behavior through the SRO's presence, visibility, and accessibility.
- D. Aiding in reviewing and maintaining the school's Emergency Operation Plans and/or Safety Plans, and implementing them into situations requiring their use.
- E. Aiding in his/her capacity as a sworn law enforcement officer to assist school personnel in Any law enforcement matter.
- F. Providing educational instruction in the areas of crime prevention, safety, conflict, resolution, restorative justice, and/or crime awareness. This information would encourage students to become more self-disciplined, voluntarily obey the laws of the State of Alabama, and the rules of the Baldwin County Public Schools.
- G. Reducing or preventing juvenile delinquency events.
- H. Mentoring students and encouraging students to show greater respect for one another with the additional goal of reducing serious disciplinary incidents, violent incidents, threats, and intimidation of other students.
- I. Fostering an environment that allows students to develop positive attitudes toward law enforcement officers, teachers, parents, and all authority figures.
- J. Encouraging students to be more proficient in setting appropriate internal and external boundaries in interpersonal and group relationships.
- K. Improving trust, communication, collaboration and mutual understanding between school officials, staff, students, parents, the SRO, and other Baldwin County Sheriff's Office Deputies and municipal law enforcement agencies to create an atmosphere in which:
 1. Students, parents, and school officials will feel free to utilize the services of the SRO and the BCSO.
 2. Students, school officials, parents, and other family members will contact the SRO or other Baldwin County Sheriff's Deputies when there are situations that require crime intervention or prevention.
 3. Understanding and a cooperative spirit toward law enforcement will be increased and will filter outward into the community as a whole.

4. The School Resource Officer Unit will be able to rely on the increased assistance and cooperation of citizens in preventing or intervening in criminal activity in the community.
 5. The SRO may contribute with input towards further development of school policies that address crime and recommendations to possible procedural changes to enhance school safety.
 6. The SRO Unit working with other SRO/Community Outreach Units to help network and keep all of our schools as safe as possible.
 7. The SRO Unit Supervisors working in partnership with the Baldwin County Public Schools Assistant Superintendent over Safety and Student Services to help maintain and foster a cooperative effort by all parties and promote a uniform approach for safety.
- L. Responding to school misconduct in a way that is reasonable, consistent, and fair, with appropriate consideration of mitigating factors and of the nature and severity of the incident.

PART III. PARTIES' REPRESENTATIONS, WARRANTIES, AND RESPONSIBILITIES

A. BCPSS RESPONSIBILITIES

1. BCPSS has designated the Assistant Superintendent of Safety and Student Services as a primary point of contact (BCPSS POC) to implement the SRO Program at the school system level. The BCPSS POC will be responsible for maintaining ongoing communications with law enforcement personnel, including but not limited to the Sheriff, BCSO SRO commanders and supervisors, and each municipal SRO supervisor when necessary.
2. The BCPSS will pay \$60,000 for the salary of each SRO assigned to a school within the BCPSS, including three BCSO SRO supervisors who serve as substitute SROs (hereinafter "salary contribution funds"). These salary contribution funds will be allocated and transferred to the BCSO after receiving a list of all assigned SROs, BCSO SRO supervisors, and those SROs employed by municipal law enforcement agencies. BCPSS will pay these funds in advance of each fiscal quarter to the Commission who will then transfer the funds to the BCSO and/or the respective municipality upon approval by the Sheriff. In addition, BCPSS shall pay the BCSO \$80,000 to cover costs for the administration of this agreement.
3. The BCPSS will ensure that each assigned SRO will be provided a designated work area to allow the SRO to access technologies and to have any locked storage space for securing evidence and safety equipment and technology.
4. The BCPSS will be primarily responsible for handling student discipline within the confines of the school disciplinary process and Student Code of Conduct.
5. The BCPSS is responsible for ensuring that administrators are aware and receive training regarding the disciplinary process and law enforcement involvement in school discipline.
6. The BCPSS is responsible for communicating the role and responsibilities of the SRO to all school administration and staff.
7. The BCPSS shall provide and/or contribute up to \$5,000 dollars each year for in-service training and/or professional development attendance in order for the SROs to receive training in relevant topical areas in order to increase the effectiveness of the officers and their ability carry out their duties and responsibilities within the public school system.

B. BCSO RESPONSIBILITIES

18. The BCSO will as the primary agency and authority responsible for overseeing and coordinating the SRO program for the BCPSS.
19. The BCSO will oversee and address any SRO Program operational and administrative issues within the BCPSS and will serve as a consultant to the BCPSS regarding school safety and security issues including but not limited to overseeing safety assessments, SRO training(s), and critical incident response planning and training events.
20. The BCSO will provide primary SRO services to the schools which fall within the unincorporated areas of Baldwin County and the BCPSS' CTE and the alternative school.
21. For all other BCPSS schools located within a municipal jurisdiction, BCSO will engage the respective municipality to provide SRO services to schools which fall within the municipality's incorporated area. The BCSO will provide oversight and guidance regarding the provision of SRO services with all outside municipal law enforcement agencies.
22. In the event that a municipality is not subcontracted by BCSO to provide SRO services, the BCSO will provide SRO services to those schools.
23. The BCSO will provide oversight and as a central point of contact and response to all events that require a law enforcement response as it relates to the BCPSS.
24. The BCSO will provide SRO services for any Board meetings or other public meetings as requested by the Superintendent or his or her designee.
25. The BCSO will serve as a point of contact and representative for the BCPSS with regards to all responses or threats to school safety.
26. The BCSO will provide payment and accounting of all salary contribution payments to the respective municipalities who enter into an agreement with BCSO and that incorporates all terms and conditions outlined within this MOU.
27. The BCSO will provide coordination and oversight of any necessary SRO specific trainings, that should include annual active shooter and tactical response training for all SROs.
28. The BCSO will respond to all events that require a law enforcement response for the BCPSS.
29. The BCSO will identify a direct point of contact(s) between the BCPSS, the BCSO, and the other municipal law enforcement agencies (BCSO POCs). The BCSO POCs will maintain a working knowledge of school rules, regulations, and laws regarding student safety and conduct. The BCSO POCs will establish and maintain effective relationships with school personnel and the other municipal law enforcement agencies.
30. The BCSO will employ the BCSO SROs under this Memorandum. The BCSO will pay the remaining percentage of the BCSO SRO salaries. The BCSO SROs shall be the employees of the BCSO and shall be subject to the administration, supervision, and control of the BCSO, except as such supervision and control is subject to the terms and conditions of this Memorandum, including but not limited to those terms regarding the employment of SROs.
31. The BCSO agrees to provide pay and employment benefits to each assigned BCSO SRO in accordance with the applicable salary schedules and employment practices of the BCSO, including but not necessarily limited to sick leave, annual leave, retirement compensation, and all other applicable employment benefits. The BCSO SROs shall be subject to all other personnel policies and practices of the BCSO except as such policies or practices may have to be modified to comply with the terms of this Memorandum.
32. The BCSO, in its sole discretion, shall have the power and authority to hire, discharge and discipline BCSO SROs. The BCSO shall hold the BCPSS free, harmless, and indemnified from and against any and all claims, suits or causes of action arising out of allegations of unfair or unlawful employment practices brought by SROs.
33. The BCSO is responsible for assigning and supervising the BCSO SROs hours and schedule in compliance with all applicable state and federal laws. Specific SRO duty hours at a particular

school should be set by mutual agreement between the BCPSS, at the direction of the principal of the school to which the officer is assigned, and the BCSO, by the POC for the SRO program. Generally, the SRO's duty schedule will be arranged to provide coverage throughout the school day including peak arrival and departure times before and after school, to include whenever possible, being visible patrolling the exterior and interior grounds during the opening and closing of school and during lunch periods.

34. Selection of the BCSO SRO and municipal SRO (collectively SROs):

The selection of the SRO is the most critical aspect of the program. Supervisors should select officers who have demonstrated the ability, interest, and skills necessary to work with youth, school staff, and the public. The following criteria should be considered by commanders when selecting officers for the program:

- m. Ability to work with diverse groups;
- n. Ability to work cooperatively in a non-law enforcement environment with limited direct supervision
- o. Knowledge of BCSO's policies that pertain to juveniles and schools;
- p. Knowledge and familiarity with available BCSO resources;
- q. Creative problem solver;
- r. Conflict resolution skills;
- s. Knowledge of the Juvenile Code and Juvenile Court procedures;
- t. Ability to effectively provide instruction to youths;
- u. Ability to communicate professionally and deliver presentations effectively to various groups including parents, educators, and community members;
- v. Organization and communication skills;
- w. Completion of Instructor Development Training before or after selection, and;
- x. Supervisory recommendation

35. Initial Training of SRO:

All officers selected for the SRO program shall, within the first 6 months after receiving their assignments, and at least once every two years thereafter, receive the following training after being selected for the program:

- a. Mental Health Specific Training and Crisis Intervention Training in accordance with established and certified state standards.
- b. Disability awareness training.
- c. Trauma-Engaged and Restorative Justice techniques.
- d. Cultural Competency Training that is provided to BCSO staff.

PART IV. SRO AND SCHOOL ADMINISTRATION SPECIFIC DUTIES AND RESPONSIBILITIES

A. SRO

1. The SRO is a sworn BCSO officer or sworn municipal law enforcement officer assigned to provide the law enforcement expertise and resources to assist school staff(s) in maintaining

safety, order, and discipline within their assigned school(s). To be an SRO, an officer must first meet all the following basic qualifications:

- a. Shall be a commissioned officer, certified by the Alabama Peace Officers, Standards and Training Commissions as a law enforcement officer whose certification is in good standing and who has successfully completed active shooter training approved by the Alabama State Law Enforcement Agency;
 - b. Should possess a sufficient knowledge of the applicable Federal and State laws, City and County ordinances, and Board of Education policies and regulations;
 - c. Should be capable of conducting in depth criminal investigations;
 - d. Should possess even temperament and set a good example for students; and
 - e. Should possess communication skills which would enable the officer to function effectively within the school environment;
2. The SRO should not become involved in routine school matters such as administrative actions or actions not directly related to the safety of the students and staff. The SRO should refrain from functioning as a school disciplinarian and should not intervene in school discipline matters. The discipline of students will remain the responsibility of the school faculty and administrators. At any time, the SRO may become involved when a school administrator has a safety concern that cannot be addressed by the school's safety and security staff.
 3. As a general practice, unless there is a clear and imminent threat to safety, requests from school staff for SRO or other law enforcement assistance are to be channeled through a school administrator.
 4. The SRO will maintain office space as space becomes available at each school, will stay highly visible throughout the campus of each school, and will respond to law enforcement needs of each school as needed. The SRO should not spend all day in the SRO's office space.
 5. The SRO's assigned school buildings, grounds, and surroundings will be the equivalent of the SRO's patrol area, and he or she assumes primary responsibility for handling all calls for service and coordinating the response of other police resources to the school. All criminal activity that comes to the attention of the principal or school staff should be reported immediately to the Police Department. In an emergency situation, the school should call 911 and also notify the SRO. In a non-emergency situation, the school should notify the SRO or call the non-emergency BCSO number if the SRO is not available. Information that is not of an emergency nature may be held for action by the SRO upon his or her return to duty.
 6. The SRO will provide educational instruction and serve as mentor and role model in matters pertaining to behavioral issues and the criminal justice system.
 7. SROs' duty schedules should be organized to provide coverage throughout the school day, which may vary by school. SROs provide a visible deterrent to crime and should be visible patrolling the exterior and interior grounds.
 8. The SRO should wear the regulation uniform and operate a marked police vehicle while on duty unless otherwise authorized by the SRO's supervisor for a specific purpose.
 9. SROs should be present and available to respond on campus every day that school is in session. In the event an SRO is absent or needs to be absent from work, the SRO shall notify both his or her SRO Supervisor and the principal of the school to which the SRO is assigned. The BCSO (or the applicable municipal law enforcement agency) agrees to assign another SRO for the SRO who is absent. In the event an SRO is absent due to illness or disability for a period of ten (10) consecutive workdays, the BCSO (or the applicable municipal law enforcement agency) agrees to employ and/or assign a substitute SRO to assume and perform the duties of the SRO who is absent from work. In the event that a local municipal law enforcement agency is unable to supply a substitute SRO to be on campus in the assigned SRO's absence, the SRO supervisor should inform the BCSO POC so that the BCSO can supply a substitute SRO during the absence.
 10. The SROs should assist school administrators in developing school crisis, emergency

management, and response plans. These plans should be shared with the BCPSS POC and the BCSO POC.

11. The SROs will work with administrators in problem-solving to prevent crime and promote safety in the school environment. SROs are expected to collaborate with school administrators and other school personnel to support positive school climates that focus on resolving conflicts, reducing student engagement with the juvenile and criminal justice systems, and diverting youth from courts when possible.
12. SROs will be responsible for lesson plans to be presented to the immediate supervisor. The plans will be approved by the chain of command and in the school before implementation. Topics of instruction will include crime prevention and safety, conflict resolution, restorative justice, and crime awareness as well as others decided upon. Any brochures or other materials that will go out for dissemination to the public about the SRO program should be approved by the SRO supervisor and the BCSO POC and the BCPSS POC.
13. A Patrol Deputy or Deputies will respond to school related law enforcement calls when the SRO is unavailable due to teaching a class or any other unavailability. Investigators should attempt to coordinate with the SRO before contact is made with suspect students.
14. The SRO will work closely with the administrative staff on the enforcement of criminal laws broken by students. This will be pursued in a fair and consistent manner. The teamwork approach between the schools and the SRO will be used, but the final decision to arrest is that of the SRO.
15. Communication and cooperation will occur between the schools, school system, and the BCSO or municipal law enforcement agency. However, the SRO's chain of command and ultimate supervision is always within the BCSO or the respective law enforcement agency.
16. Each SRO is responsible for maintaining his or her law enforcement officer certification in good standing and annually completing and passing the firearm requalification required of all law enforcement officers by the Alabama Peace Officers' Standards and Training Commission. The BCSO or the respective municipal law enforcement agency is responsible for overseeing and ensuring compliance with the above
17. Each SRO must carry a non-lethal weapon and must be trained in the appropriate use of that non-lethal weapon. The BCSO is responsible for overseeing and ensuring compliance *with* such training.
18. The BCSO will administer, supervise, and evaluate the SRO position with input from the Superintendent and the Administration of prescribed schools.
19. As previously described, SROs serve multiple roles in schools. The roles are interrelated, but all are carried out with the aim to contribute to school safety and security and to promote positive and supportive school climates. The SRO is expected to serve in the following roles:

a. Law Enforcement Officer:

- SROs' primary role in schools is to protect the students and staff and to serve as a law enforcement officer. SROs assume primary responsibility for responding to requests for assistance from administrators and coordinating the response of other law enforcement resources to the school. SROs should work with school administrators in problem solving to prevent crime and promote safety in the school environment. SROs should also collaborate with school personnel to reduce student engagement with the juvenile justice systems and divert students from the courts when possible. Although SRO's coordinate day-to-day with BCPSS staff, SROs are not school administrators. The BCSO should ensure through policies and training, that an arrest of a student is the last resort and that all reasonable efforts are made to divert the student from entry into the justice system. However, it is recognized that victims of crimes committed by students have legal rights to pursue justice. Additionally, certain crimes (i.e., assaults with serious bodily injury) are not

appropriate for restorative justice alternatives.

- As a law enforcement officer, the SROs should:
 - i. Adhere to federal, state and department guidelines to protect the school against violence.
 - ii. Provide a course of training for school personnel in handling crisis situations, which may arise at the school.
 - iii. Apply alternative means to resolving conflict in lieu of arrest, when appropriate. Develop positive relationships with students to reduce the risk of criminal behavior. Document any activity of a criminal nature.

b. Law-Related Educator:

- As resources permit, SROs should strive to assist with presentations for school personnel on law-related topics such as law enforcement practices, changes in relevant laws, crime trends, crime prevention, school safety strategies, and crisis response procedures. SROs may also deliver law-related education with students using lessons/curricula approved in advance by the SRO Supervisor. In all cases, responding to incidents or conducting investigations will take precedence over delivery of presentations.
- As coordinated through the BCSO POC, the BCPSS POC, and approved by the principal, SROs may become involved in the school's curriculum as a guest lecturer through an elective course of instruction that may enhance the students' understanding of legal concepts and information about law enforcement. However, responding to incidents or conducting investigations will always take precedence over instructing in the classroom. Lesson plans for all formal organized presentations should be forwarded to the BCSO POC and the BCPSS POC for review and approval prior to presentation.
- SROs should make formal presentations to, or participate in, school and community-based organization meetings such as Parent Teacher Association meetings or School Community Coalitions on an as-needed basis. All such participation must be approved by the SRO's Supervisor. Similar requests to participate in focus groups, panel discussions, camps, mentoring programs, must be approved by the SRO's Supervisor. The BCSO POC, the BCPSS POC, and the SRO's supervisor should be kept informed of any such approved additional activities.
- Programs conducted in schools by other sections of the BCSO or law enforcement agencies should be coordinated with the BCPSS POC to avoid redundant services and ensure equitable distribution of such programs. The SRO should be notified in advance of any BCSO or other law enforcement activities scheduled for his or her assigned school.

c. Informal Mentor and Role Model

- Students often seek approval, direction, and guidance from adults in the school setting about various problems. Through formal and informal interaction with students, SROs serve as informal mentors and role models. SROs are expected to communicate clearly to students about acceptable and unacceptable behavior, to set a positive example in handling stressful situations and resolving conflicts, to show respect and consideration of others, and to express high expectations for student behavior. Students who may need additional assistance should be referred to a school-based resource.

B. SRO SUPERVISORS

SRO Supervisors provide first line leadership and are tasked with specific duties, which include, but are not limited to:

1. Provide timely notifications to the BCSO POC and the BCPSS POC regarding matters related to BCPSS building safety and student safety.
2. At the request of a school principal, SRO supervisors should attend Parent Teacher Association meetings, on a case-by-case basis to discuss significant issues affecting the school community.
3. Provide supervision and assistance with problem solving and development opportunities for SROs.
4. Provide planning, budget, management, and agency leadership for the SRO Program.
5. Meet with their SROs on a continual basis at their schools to observe their performance of duty.
6. Meet with school principals before the start of, and throughout the school year.
7. Mitigate conflicts and/or clarify expectations in situations where there are ambiguous or overlapping policies or practices.
8. Ensure that their assigned SROs receive initial and relevant recurrent training.
9. Act as a resource to the BCSO and the BCPSS consistent with the BCPSS District-Wide Emergency Response Plan.
10. Ensure staffing for each school is provided in the event that the assigned SRO is absent.
11. Undergo training in trauma-engagement, restorative justice, cultural competence, mental health, and disability awareness. This training will be provided by BCSO staff.
12. Coordinate and collaborate with the BCSO POC and the BCPSS POC regarding all aspects of the SRO program.

C. ASSISTANT SUPERINTENDENT OF SAFETY AND STUDENT SERVICES (BCPSS POC) AND SCHOOL PRINCIPALS' UNDERSTANDINGS AND DUTIES

1. The School Principal in conjunction with the BCPSS POC will serve as a POC for their individual campus. The BCPSS POC, as previously mentioned, will serve as the District point of contact. Both the school principal and the BCPSS POC will ensure the coordination of resources, responses, and effective information sharing/notification between all entities.
2. The School Principal and BCPSS POC will establish and maintain a working knowledge of, and adhere to, all laws, ordinances, and regulations of all appropriate government agencies, general orders, report writing manual, applicable personnel regulations, written policies, and procedural directives, as well as possess knowledge of school rules, regulations, and laws regarding student safety and conduct.
3. The School Principal and BCPSS POC will establish and maintain effective relationships with school personnel and appropriate agencies to ensure a continued commitment to keep schools safe for all students to reach their learning potential.
4. The School Principal and BCPSS POC will assist in developing policies, procedures, and training programs to enhance the professional development of the SROs and other school personnel.
5. It is the responsibility of the Principal to facilitate effective communication between the SRO and the school staff.
6. The Principal of the school should meet regularly with the assigned SRO. This meeting shall

- not be delegated to other administrative staff on a regular basis.
7. The School Principal and BCPSS POC should compile real-time data on all SRO actions to include but not be limited to arrests, field contacts, and all use of force events.
 8. School principals should review the SRO Program MOU annually and make sure that all staff are aware of school-specific operational and communication procedures that support the goals of the SRO program.
 9. The School Principal and BCPSS POC should understand that the SRO's assigned school buildings, grounds, and surroundings will be the equivalent of the police officer's patrol area, and he or she assumes primary responsibility for handling all calls for service and coordinating the response of other police resources to the school. All *criminal activity*, including but not limited to terroristic threats of violence or harm to the school or individuals at the school and firearm possession, that comes to the attention of the principal or school staff should be reported immediately to the SRO and the corresponding law enforcement agency.
 10. In an emergency situation, the school should call 911 and also notify the SRO. In a non-emergency situation, the school should notify the SRO or call the non-emergency law enforcement agency number if the SRO is not available. Information that is not of an emergency nature may be held for action by the SRO upon his or her return to duty.
 11. Any criminal enforcement action taken by the SRO which results in the charging of a student with a crime should be supported by the principal and/or school employees by their appearance in court, when necessary, to provide testimony essential to the case. Consistent with the Release of Student Information provisions of this MOU, a subpoena or legal equivalent may be required and should be provided to the principal and/or school employee for any testimony requiring the disclosure of student records of the information contained therein.
 12. The school principal should provide a work area for the SRO that is equipped with a telephone. It is recommended that the area have a locked storage area for securing contraband and/or safety equipment. The SRO will be responsible for arranging for the destruction of any illegal substances that will not be used for prosecution.
 13. Any computer provided and/or assigned to the SRO should be capable of running software applicable to the SRO's duties. School principals, or their school administrator designees, should furnish student record information to SROs only to the extent that school record information is: (1) Directly relevant to a criminal investigation in a matter that cannot be resolved through school disciplinary procedures, or (2) the SRO requires the information to protect the health or safety of a student or other person in an emergency situation, as described in the MOU under Health and Safety Emergency, or its equivalent replacement application; (3) any other applicable reason outlined and allowed under federal or state law. The BCPSS POC's should understand that the SRO may have access to other student record information only when needed in accordance with FERPA and in order to carry out their duties in the school environment and only as approved by the school principal.

PART V. OPERATIONAL PROCEDURES

A. DIFFERENTIATING DISCIPLINARY MISCONDUCT FROM CRIMINAL OFFENSES

1. School administrators and personnel are responsible for school discipline. Although SROs are expected to be familiar with the school code of student conduct, the rules of individual schools, and their application in day-to-day practice, SROs should generally not be involved with the enforcement of school rules or disciplinary infractions that are not violations of law. The consequences of student misconduct should be effective, developmentally appropriate, and fair.

Interventions and school sanctions should help students learn from their mistakes and address root causes of misconduct. School administrators should consider alternatives to suspensions and expulsions, and law enforcement officials should consider alternatives to involvement with the juvenile and criminal justice systems for student violations of law.

2. The principal or principal's designee and the SRO should use their reasoned professional judgment and discretion to determine whether SRO involvement is appropriate for addressing student conduct. In such instances the guiding principle is whether conduct rises to the level of criminal and delinquent conduct that (1) poses substantial harm to the physical well-being of another person or (2) is willful and malicious and causes substantial harm to the property of the school or (3) constitutes the taking of property of substantial value belonging to another with intent to permanently deprive the property owner of the property. The Parties acknowledge that it may be appropriate for school administrators, rather than the SRO, to deal with low-level offenses including but not limited to misdemeanor allegations of threats, assault and battery, larceny, receiving stolen property, and willful, malicious, or wanton destruction or injury to personal property. School staff should not ask an SRO to serve as a school disciplinarian or enforcer of school regulations.

B. POLICE INVESTIGATION AND QUESTIONING

1. The SRO, like any other law enforcement officer, has the authority to stop, question, interview, and take law enforcement action with students who may have information about criminal activity. However, the investigation and questioning of students, in a law enforcement capacity, during school hours or at school events regarding criminal activity in the community should be avoided unless immediate action is required to prevent an act of violence.
2. The interviewing of students, whether as suspects, victims, or witnesses, should be conducted privately in an office setting. SROs should take steps to ensure minimal intrusion into the educational experience of students being questioned in the school setting. SROs are responsible for leading the investigation and questioning of students related to suspected violations of criminal law. SROs should generally not be included in the investigation and questioning of students about student code of conduct violations that do not involve any criminal activity or risk of harm to self or others. School administrators are responsible for the investigation and questioning of students about violations of the code of conduct.
3. The SRO should comply with all applicable laws and regulations in regard to investigations involving criminal activity and the questioning of students.
4. In addition, the Parties acknowledge that BCPSS staff have the right to be present during *any* questioning of students, and each SRO should inform school administration before any such questioning takes place.
5. The principal or his designee should be notified as soon as practical of any significant enforcement events. SROs should coordinate activities so that action between the agencies is cooperative and in the best interest of the school and public safety.
6. The SRO should inform the SRO Supervisor and the building Principal of any crime(s) or leads that come to the attention of the SRO. Likewise, the SRO should be kept advised of all investigations that involve students from his/her assigned schools.

C. ARREST PROCEDURES

SROs are expected to be familiar with the school rules and their application with school. Routinely, rule infractions will not be handled as violations of law, but instead referred to the principal for action. Any questions related to the enforcement of rules versus law violations within the school should be discussed with the principal, the SRO Supervisor, the BCSO POC, and the BCPSS POC. This specifically

applies to general standards of conduct. The following procedures will be adhered to where arrest of students or staff becomes necessary:

1. Whenever practical, arrests of a student or staff member should be accomplished outside of school hours in order to not disrupt the educational process or school setting. Arrests that must occur during school hours or on school grounds should be compliant with all applicable laws and should be coordinated through the school administrator to minimize potential disruption. When circumstances do not allow for prior coordination through the school administrator, arrests will be reported to the school administrator as soon as possible.
2. Persons whose presence on school grounds has been restricted or forbidden, or whose presence is in violation of the law, should be arrested for trespassing.
3. The arrest of a student or member of the staff during school hours or on school grounds should be reported to the school principal as soon as practical if the principal is not present for the arrest.
4. After an arrest, the SRO will be responsible in the handling of arrest paperwork and transporting the arrestee (juvenile or adult).
5. Notification to Parents: the SRO, in conjunction with the principal, should take immediate steps to notify the juvenile's parent, guardian, or a responsible adult that the juvenile is in custody. SROs are expected to be familiar with school rules and their application within the school system.
6. Routine rules that can be handled administratively through the disciplinary process should not be handled as violations of law, but rather be referred to the principal for administrative action. Any questions related to the enforcement of rules versus laws within schools should be discussed with the principal, the SRO Supervisor, the BCSO POC and the BCPSS POC.

D. SEARCH AND SEIZURE

1. All searches should be conducted in accordance with the United States Constitution, state laws, and applicable BCPSS and BCSO policies and guidelines.
2. School officials may conduct searches of student's property and person under their jurisdiction when reasonable suspicion exists that the search will reveal evidence that the student has violated or is violating either the law or the rules of the school. The standard for the search is reasonable suspicion, which is less than probable cause. (*New Jersey v. T.L.O.*, 469 U.S. 325 (1985)).
3. The SRO should not become involved in administrative (school related) searches unless specifically requested by the school to provide security, protection, or for handling of contraband. These searches should be at the direction and control of the school official.
4. All searches should occur outside the presence of students and school staff, with the exception of school administrators present, unless there is a clear and immediate threat to physical safety.
5. Prior to entering the alternative school, all students and parents are required to complete an orientation session which includes an overview of the school rules and policies. Students are required to sign a contract which includes an agreement to be searched at the school with or without notice. Notice of the routine search requirement reduces the alternative school student's expectation of privacy and is an exception to the administrative search policy.

E. PHYSICAL INTERVENTION BY SRO

1. An SRO should not be involved in the physical restraint or seclusion of a student initiated by school staff unless there is imminent danger of serious physical harm to self or others as defined by Baldwin County School Board Policy and Procedures on the Use of Physical Restraint and Seclusion.
2. SROs may intervene to deescalate situations to prevent an act of violence.
3. Any physical restraint of a student by an SRO or school security officer should also be administered

- in accordance with that SRO's department policies and should be documented appropriately.
4. Physical intervention by SROs should be undertaken in accordance with policies and operational procedures of the BCSO and state law regarding physical intervention and use of force by a law enforcement officer.
 5. If an SRO is involved in the use of restraint or physical intervention, the action should be reported to the school administrator and the SRO's supervisor and the rationale for the action should be fully documented.
 6. SROs should be aware of the ALSDE's policies and guidelines on seclusion and restraint and related local school board policies and may attend training offered by the local school system on their use of seclusion and restraint by school personnel. However, SROs should continue to operate by the policies and operational procedures of the BCSO, their respective law enforcement agencies, and state law regarding physical intervention and use of force by a law enforcement officer.
 7. Additionally, if the SRO physically intervenes with a student, BCPSS and the BCSO or the respective law enforcement agency should coordinate to ensure that reasonable effort is made to inform the parents or legal guardians of such student on the same day as the occurrence of the physical intervention.

F. ADMINISTRATIVE HEARINGS

1. The SRO should attend suspension and/or expulsion hearings upon the request of the school principal. The officer should be prepared to provide testimony on any actions that were taken by the SRO and any personally observed conduct witnessed by the SRO. The SRO should make available any physical evidence that is available. Unless otherwise arranged, it will be the responsibility of the SRO to transport and safeguard any physical evidence, such as weapons that are needed at the disciplinary hearing.
2. The SRO should not provide any official law enforcement document or juvenile record to the school or expulsion officer. As a general rule, release of such information is prohibited by law unless such documents are subpoenaed by the school through the appropriate court.
3. When a subpoena for official records, reports, or documents, for an administrative school hearing are received from a parent or outside third party by the BCSO or any other law enforcement agency that provides an SRO to the BCPSS, any action should be coordinated with the SRO supervisor, who will be prepared to brief the chain of command and Sheriff of the related case.

G. INFORMATION SHARING AND RELEASE OF STUDENT INFORMATION

1. A critical element of the SRO program is an open relationship and strong communication between the school principal and the SRO. Each SRO should meet regularly with the assigned school principal(s) for the purpose of exchanging information about current crime trends, problem areas, cultural conflicts, or other areas of concern that may cause disruption at the school(s), or within the community. SROs should share reports of certain acts to school authorities when allowed and when it may impact the school day and school safety.
2. The release and sharing of student records is governed by Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and its implementing regulations, 34 C.F.R. Part 99. Specifically, this is to include the following:
 - a. SROs will be provided access to records concerning any pupil enrolled in a school in accordance with all applicable State and Federal laws and regulations including, but not limited to FERPA. "School officials" may access and disclose student records only as authorized by FERPA.
 - b. Consent access. An SRO or other law enforcement officer may have access to a student's education records with written consent of the student's parent or legal

- guardian or of the student if the student is 18 years or age or older.
- c. SRO access. For purposes of access to student records, SROs may be considered “school officials with a legitimate educational interest” in reviewing information from student education records covered by FERPA, and may be provided student information as needed to carry out their duties related to the school environment, provided such SROs perform a function or service for which the school would otherwise use employees (e.g., maintaining the physical safety and security of the school) and comply with the use and re-disclosure requirements set forth in 34 C.F.R. § 99.33.
 - i. SROs may have access to (i) information on students in their assigned schools that include directory information and additional items needed to carry out their duties, such as class schedules, as approved by the school administrator, and (ii) directory information for all students in the school division.
 - ii. While, as noted above, SROs are always under the control of the BCSO or their respective municipal law enforcement agency, in carrying out their law enforcement duties, SROs will respect the confidentiality of student education records as other school officials would.
 - iii. BCSO understands that unless a FERPA exception applies that would permit disclosure to law enforcement by any school official (e.g., in the context of a health or safety emergency or in response to a subpoena), SROs will not share protected student record information with their respective law enforcement agency.
 - d. Health or Safety Emergency Exception. Pursuant to 34 C.F.R. § 99.36, in the event of an articulable and significant threat to the health or safety of a student or other individuals, school officials may disclose any information from student records to appropriate parties, including law enforcement officials, whose knowledge of the information is necessary to protect the health or safety of the student or other individuals. Law enforcement officials seeking access to records under the health and safety emergency exception should contact the student's school principal and must present sufficient information for the principal or their designee to make the determination that a health and safety emergency exists, within the requirements of FERPA. If the request is made outside of school hours when the school principal is not available, the request may be directed to BCPSS POCs, to coordinate a response. If student information is disclosed under this exception, the student's file should contain a description of the articulable and significant threat that formed the basis for the disclosure and the parties to whom the information was disclosed.
 - e. SRO disclosure of law enforcement records. For purposes of access to student records, SROs may be provided student information as needed to carry out their duties related to the school environment. SROs may disclose law enforcement records created and maintained by the SRO for the purpose of maintaining the physical security and safety of the school or the enforcement of laws. Because law enforcement records are not student records, they are not subject to the disclosure requirements of FERPA.
3. Baldwin County Sheriff's Office access to BCPSS Information. BCSO officials who are not part of the SRO Program may have access to student record information without parent permission and consent only if the following conditions are met, and the BCPSS has reviewed and approved the request(s) for information:
- i. BCPSS has designated the information as "directory information", and the parent or eligible student has not opted out of the disclosure; or
 - ii. The knowledge of student record information is needed to protect the health and safety of a student or other person in an emergency situation; or
 - iii. The BCPSS is presented with a search warrant or subpoena;
 - iv. Other valid court order requiring the release of student records; and/or

- v. Any other legally valid and applicable reason.
4. Directory Information items designated as "directory information" are determined by the BCPSS and are published in its Annual Notification each year. The information of students whose parents have opted out of the disclosure of such student information will be withheld. Directory information that may be disclosed to an SRO may include:
 - The student's name, including nickname(s)
 - Participation in officially recognized activities and sports
 - Height and weight if a member of an athletic team
 - Birth date
 - Attendance record, defined as beginning and end dates of enrollment, not daily record of attendance
 - Degrees, awards, and honors received
 - School and grade
 - Photographs and other images
 - Name of parent/guardian/individual with whom student lives
5. When appropriate, and to the extent allowable by law, BCPSS should notify SROs of any special needs of a student involved in a school-based infraction that is not routine discipline in order to assist the SRO in recognizing and accommodating behaviors that may be manifestations of the student's disability.

PART VI. RELEASE OF LAW ENFORCEMENT INFORMATION

Consistent with the basic tenants of relationship between the school principal and the SRO, open communication is essential to effectiveness. SROs should exchange information with the school principal regarding students' involvement in criminal activity in and around the school. This should be limited to that which directly relates to and contributes to the safety of the school environment. SROs should not make any official documents, reports, or records available to the school or its staff unless in compliance with applicable law.


PART VII. MISCELLANEOUS

- A. This policy represents mutually agreed goals and objectives of the Baldwin County Sherriff s Office and the Baldwin County Public School System for the School Resource Officer Program. This endeavor is a partnership between education and law enforcement to support a collaborative, problem solving approach to the epidemic growth of violence in schools. Regular meetings should be conducted between the BCSO, the BCPSS POC, the Legal Counsel's Office, and the Communications Department to support this partnership.
- B. This Memorandum of Understanding remains in force until such time as either party withdraws from the agreement by delivering a written notification of such rescission to the other party. It should be reviewed annually and amended at least once every two years, or at any time upon the request of any party and as necessary to meet the needs of the signatory agencies. This Memorandum of Understanding shall not be construed to create or substantiate any right or claim on the part of any person or entity which is not party hereto.
- C. Nothing in this Agreement shall be construed as a limitation on the powers, rights, authority, duty, and responsibilities conferred upon either Party under Alabama law.
- D. Liability. Each party is solely responsible for the act(s) and omission(s) of its own officers, employees, officials, agents, and representatives and each party maintains all defenses and affirmative defenses afforded under State and Federal law concerning immunity.

- E. In the event any provision of this Agreement is held by a court to be illegal, void, or otherwise unenforceable, all other provisions of this Agreement shall continue in full force and effect to the maximum extent permitted by law.
- F. The failure of either party to enforce one or more provisions of this Agreement with respect to any particular breach shall not be deemed or construed to constitute a waiver of any other breach of this Agreement.
- G. This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter contained herein and supersedes all prior agreements concerning the same subject matter, whether written or oral. This Agreement may be modified only by a writing signed by both parties.
- H. The parties may execute this Agreement in counterparts. The parties represent and warrant that each respective signatory is fully authorized to enter into and to execute this Agreement on behalf of the named party.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the day and year first stated hereinabove.



Anthony E Lowery, Sheriff
Baldwin County Sheriff's Office

Eddie Tyler, Superintendent
Baldwin County Board of Education

Billie Jo Underwood, Chairman
Baldwin County Commission

Insert at Page 8 Just above Section V. Supervision

G. For purposes of this MOU, no amendments or modifications to that certain Memorandum of Understanding between the Baldwin County Sheriff's Office, Baldwin County Public Schools and the Baldwin County Commission attached hereto as **EXHIBIT "A"**) shall be effective or applicable to this MOU unless all signatory parties to this MOU agree to the amendments or modifications in writing.

ORDINANCE NO. 680-2024

AN ORDINANCE ESTABLISHING RULES AND REGULATIONS FOR SPIRIT PARK IN THE CITY OF SPANISH FORT, ALABAMA

WHEREAS, the Mayor and City Council believe that it is in the best interest of the City to protect the health, safety and welfare of the citizens by establishing certain rules and regulations for the recreational facility known as “Spirit Park”.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:

SECTION 1. The following Rules and Regulations shall apply at Spirit Park:

A. General Rules and Regulations:

Patrons shall obey all posted signage including, but not limited to, parking, handicap and traffic control signs.
No motorized vehicles on sidewalks or grass.
No bicycles, skates, skateboards, rollerblades, wheeled shoes or scooters.
No tobacco products.
No profanity.
No alcoholic beverages.
No pets.
No archery or shooting sports.
No golf activities or hitting of golf balls.
Patrons assume all risk of injury, damage or loss sustained while on the premises.

B. Concession Area Rules:

Coca Cola Products Only.
No cooking shall be allowed inside the concession stand or buildings.

- Pre-prepared foods shall be allowed with proper and safe warmers.
- Outside grilling permitted—not under building canopy.
- Supervision required at all times.

Clean-Up is required after each event.

- Floors and serving area shall be cleaned.
- Trash shall be placed in covered trash cans.
- Food items shall be properly stored.
- Wash your hands often

No gum to be sold.

C. Ball Field Rules:

Teams and Coaches to police dugouts and bleacher areas at the end of each game.

No batting practice or soft toss against the fence or walls.

Each Manager is responsible for the actions of players, coaches and fans.

D. Tennis Court Rules:

1. League Captains must submit their roster, complete with addresses, to the City prior to the start of the season. League rosters should be printed from the league websites.
2. Since space is limited and teams need practice and match times, fifty percent (50%) of the team league roster must reside in zip code 36527, except as noted in Section 1.D.3.

3. The only exception to Section 1.D.2. will be at the upper levels when there are not enough players at a certain level residing in the Spanish Fort zip code. Approval for this type league team will be at the discretion of the City of Spanish Fort.
4. Schedules for league play must be submitted to the City of Spanish Fort before the start of the season to be placed on the Master Calendar.
5. Make up matches and any schedule changes for league play must be approved by the City, and availability of courts will be verified.
6. The City of Spanish Fort will maintain the Master Calendar for league play on the website. Each captain must consult the calendar before rescheduling league matches and call the City to be placed on the Master Calendar.
7. All league matches will use the bottom courts.
8. League matches that require more than 4 courts will have to stagger start times so that only 4 courts are being utilized by league play.
9. **NO** fee based or paid lessons to be taught without approval of the City of Spanish Fort.
10. Tennis shoes only.
11. Adult supervision required for children under 12.

SECTION 2. Penalties. Any person violating any provision of this Ordinance shall be punished by a fine of not less than \$100.00 nor more than \$500.00, and said person shall pay all remedial costs incurred by the City, or any other agency, involved in restoring the facility if found in violation of this Ordinance.

SECTION 3. Repealer Clause. Ordinance No. 398-2011 and 439-2013 are hereby repealed in their entirety. Any ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

SECTION 4. Severability Clause. If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

SECTION 5. Effective Date. This Ordinance shall become effective upon its adoption or as otherwise required by state law.

ADOPTED AND APPROVED this _____ day of _____, **2024.**

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk

ORDINANCE NO. 681-2024

AN ORDINANCE ESTABLISHING RULES AND REGULATIONS FOR INTEGRITY PARK IN THE CITY OF SPANISH FORT, ALABAMA

WHEREAS, the Mayor and City Council believe that it is in the best interest of the City to protect the health, safety and welfare of the citizens by establishing certain rules and regulations for the recreational facility known as “Integrity Park”.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:

SECTION 1. The following Rules and Regulations shall apply at Spirit Park:

A. General Rules and Regulations:

Patrons shall obey all posted signage including, but not limited to, parking, handicap and traffic control signs.
No motorized vehicles on sidewalks or grass.
No bicycles, skates, skateboards, rollerblades, wheeled shoes or scooters.
No tobacco products.
No profanity.
No alcoholic beverages.
No pets.
No parking on grassed areas.
No archery or shooting sports.
No golf activities or hitting of golf balls.
Patrons assume all risk of injury, damages or loss sustained while on the premises.

B. Concession Area Rules:

Coke Products Only.
No cooking shall be allowed inside the concession stand or any buildings.

- Pre-prepared foods shall be allowed with proper and safe warmers.
- Outside grilling permitted – not under building canopy.
- Supervision required at all times.

Clean-Up is required after each event.

- Floors and serving area shall be cleaned.
- Trash shall be place in covered trash cans.
- Food items shall be properly stored.
- Wash your hands often

No gum to be sold.

C. Field Rules:

Teams and Coaches shall police fields at the end of each game.

Each Manager is responsible for the actions of players, coaches and fans.

SECTION 2. Penalties. Any person violating any provision of this Ordinance shall be punished by a fine of not less than \$100.00 nor more than \$500.00, and said person shall pay all remediation costs incurred by the City, or any other agency, involved in restoring the facility if found in violation of this Ordinance.

SECTION 3. Repealer Clause. Any ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

SECTION 4. Severability Clause. If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to

invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

SECTION 5. Effective Date. This Ordinance shall become effective upon its adoption or as otherwise required by state law.

ADOPTED AND APPROVED this ____ day of _____, 2024.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk

ORDINANCE NO. 682-2024

AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE TO UNITI FIBER GULFCO, LLC, FOR THE PURPOSE OF MAINTAINING FIBER OPTIC TRANSMISSION LINES WITHIN THE PUBLIC RIGHTS-OF-WAY WITHIN THE CITY OF SPANISH FORT, ALABAMA

WHEREAS, on May 18, 2020, the City of Spanish Fort, Alabama ("City") adopted Ordinance No. 562-2020 which granted Southern Light, LLC ("Southern Light ") a non-exclusive franchise ("Southern Light 2020 Franchise") to construct and operate a fiber optic transmission line in the City; and

WHEREAS, Southern Light is an indirectly owned subsidiary of Uniti Group Inc. ("Uniti Group"); and

WHEREAS, Uniti Fiber GulfCo LLC ("Uniti GulfCo") is also an indirectly owned subsidiary of Uniti Group; and

WHEREAS, Uniti Group now seeks from the City another franchise to secure an asset backed securities lending facility ("ABS") whereby Uniti Group will transfer certain assets from Southern Light to Uniti GulfCo; and

WHEREAS, Uniti Group will assign certain assets so Uniti GulfCo in support of the ABS; and

WHEREAS, certain facilities installed and operating in the City's right-of-way may be owned by Uniti GulfCo while others will be owned by Southern Light; and

WHEREAS, to the extent that the facilities in the rights-of-way are shared between Uniti GulfCo and Southern Light, Uniti GulfCo and Southern Light will enter an intercompany agreement to allow access to those shared facilities; and

WHEREAS, the City intends by adoption of this Agreement to grant Southern Light a new franchise, and the City also plans to adopt a separate, substantially identical franchise agreement for Uniti GulfCo; and

WHEREAS, Uniti GulfCo and Southern Light will be jointly and severally liable for any noncompliance that may occur under the Uniti GulfCo franchise agreement and the Southern Light franchise agreement since each franchise contains identical terms for the use of the right-of-way in the City of Spanish Fort, Alabama; and

WHEREAS, the City Council wishes to grant a franchise for the construction and maintenance of the fiber-optic transmission line in accordance with the terms and conditions contained herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:

SECTION 1. The City Council of the City of Spanish Fort does hereby grant to Uniti Fiber GulfCo LLC, a Delaware limited liability company, a non-exclusive franchise granting the authority to construct and maintain fiber optic transmission lines for the provision of internet service in the City of Spanish Fort, subject to the terms and conditions set forth in the following agreement:

=====

Franchise Agreement

between

City of Spanish Fort, Alabama

and

Uniti Fiber GulfCo LLC

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AGREEMENT

This **AGREEMENT** is effective as of the ____ day of _____, 2024 (the “Effective Date”), and is between the City of Spanish Fort, Alabama (the “Franchising Authority” or the “City”), and Uniti Fiber GulfCo LLC (the “Company”). For purposes of this Agreement, unless otherwise defined in this Agreement, the capitalized terms, phrases, words, and their derivations, shall have the meanings set forth in Appendix A.

The Franchising Authority, having determined that the financial, legal, and technical ability of the Company is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the current and future telecommunications-related needs of the community, desires to enter into this Agreement with the Company for the construction, operation, and maintenance of a Telecommunications System on the terms and conditions set forth herein. In consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

SECTION 1 GRANT OF AUTHORITY

1.1 Grant of Franchise. The Franchising Authority hereby grants under the Telecommunications Act a nonexclusive franchise (the “Franchise”) to occupy and use the Streets within the Franchise Area in order to construct, operate, maintain, upgrade, repair, and remove the Telecommunications System, and provide Telecommunications Services through the Telecommunications System, subject to the terms and conditions of this Agreement. This Franchise authorizes Telecommunications Service, and it does not grant or prohibit the right(s) of the Company to provide other services.

1.2 Term of Franchise. This Franchise shall be in effect for a period of ten (10) years commencing on the Effective Date, unless renewed or lawfully terminated in accordance with this Agreement and the Telecommunications Act.

1.3 Renewal. The Franchising Authority reserves the right to grant or deny renewal of the Franchise.

1.4 Reservation of Authority. The Company specifically agrees to comply with the lawful provisions of the City and applicable regulations of the Franchising Authority. Subject to any express federal or state preemption, the Company acknowledges that the Franchising Authority may modify its City code, ordinances or any regulatory policies by lawful exercise of the Franchising Authority’s police powers throughout the term of this Agreement. The Company agrees to comply with such lawful modifications to the City code, ordinances or regulations; however, the Company reserves all rights it may have to challenge such modifications to the City code, ordinances or regulations. The Franchising Authority reserves all of its rights and defenses to such challenges. Nothing in this Agreement shall (i) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (ii) be construed as a waiver of any codes or ordinances of the Franchising Authority or of the Franchising Authority’s right to require the Company or any Person utilizing the Telecommunications System

to secure the appropriate permits or authorizations for its use, or (iii) be construed as a waiver or release of the rights of the Franchising Authority in and to the Streets. Notwithstanding the above, in the event of any conflict between this Agreement and any City code, ordinance or regulation adopted by the Franchising Authority in the exercise of its police powers, the terms and conditions of such code, ordinance or regulation shall prevail.

1.5 Competitive Equity and Subsequent Action Provisions.

NOTE: AS LONG AS THE COMPANY DOES NOT PROVIDE VIDEO SERVICE OR CABLE SERVICE, THIS SECTION 1.5 SHALL NOT APPLY.

1.5.1 Purposes. The Company and the Franchising Authority acknowledge that there is increasing competition in the video marketplace among cable operators, direct broadcast satellite providers, telephone companies, broadband content providers, and others; new technologies are emerging that enable the provision of new and advanced services to City residents; and changes in the scope and application of the traditional regulatory framework governing the provision of Video Services are being considered in a variety of federal, state, and local venues. To foster an environment where all Cable Service Providers and Video Service Providers using the Streets can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to City residents; promote local communications infrastructure investments and economic opportunities in the City; and provide flexibility in the event of subsequent changes in the law, the Company and the Franchising Authority have agreed to the provisions in this Section 1.5, and these provisions should be interpreted and applied with these purposes in mind. The parties agree that the Franchising Authority shall not be required to execute a franchise agreement or authorization with a competitive CSP or VSP that is identical, word-for-word, with this Agreement to avoid triggering the provisions of this Section 1.5, so long as the regulatory and financial burdens on and benefits to each CSP or VSP are materially equivalent to the burdens on and benefits to the Company. “Materially equivalent” provisions include but are not limited to: franchise fees and the definition of Gross Revenues; system build-out requirements; security instruments; public, education and government access channels and support; customer service standards; and audits.

1.5.2 Fair Terms for All Providers. Notwithstanding any other provision of this Agreement or any other provision of law,

(a) If any VSP or CSP enters into any agreement with the Franchising Authority to provide Video Services or Cable Services to Subscribers in the Franchise Area, the Franchising Authority and the Company, upon written request of the Company, will use best efforts in good faith to negotiate the Company’s proposed Franchise modifications, and such negotiation will proceed and conclude within sixty (60) days, unless that period is reduced or extended by mutual agreement of the parties. If the Franchising Authority and the Company agree to Franchise modifications pursuant to such negotiations, then the Franchising Authority shall amend this Agreement to include the modifications.

If there is no written agreement or other authorization between the new VSP or CSP and the Franchising Authority, the Company and the Franchising Authority shall use the sixty (60) day period to develop and enter into an agreement or other appropriate authorization (to the extent the Company determines an agreement or authorization is necessary) that to the maximum extent possible contains provisions that will ensure competitive equity between the Company and other VSPs or CSPs, taking into account the terms and conditions under which the new VSP or CSP is allowed to provide Video Services or Cable Services to Subscribers in the Franchise Area.

(b) Following the Franchise modification negotiations provided for in Section 1.5.2(a), if the Franchising Authority and the Company fail to reach agreement in such negotiations, the Company may, at its option, elect to replace this Agreement by opting in to the same franchise agreement or other lawful authorization that the Franchising Authority has granted to the new VSP or CSP.

1.5.3 Subsequent Change in Law. If there is a change in federal, state, or local law that provides for a new or alternative form of authorization, subsequent to the Effective Date, for a VSP or CSP utilizing the Streets to provide Video Services or Cable Services to Subscribers in the Franchise Area, or that otherwise changes the nature or extent of the obligations that the Franchising Authority may request from or impose on a VSP or CSP providing Video Services or Cable Services to Subscribers in the Franchise Area, the Franchising Authority and Company agree that, notwithstanding any other provision of law, upon the written request by either party, the Franchising Authority shall: (i) permit the Company to provide Video Services or Cable Services to Subscribers in the Franchise Area on substantially the same terms and conditions as are applicable to a VSP or CSP under the changed law; (ii) modify this Agreement to comply with the changed law; or (iii) modify this Agreement to ensure competitive equity between the Company and other VSPs or CSPs, taking into account the conditions under which other VSPs or CSPs are permitted to provide Video Services or Cable Services to Subscribers in the Franchise Area. The Franchising Authority and the Company shall implement the provisions of this Section 1.5.3 within sixty (60) days after either party submits a written request to the other party. Should the Franchising Authority fail to implement these provisions within the time specified, this Agreement shall, at the Company's option and upon written notice to the Franchising Authority, be deemed amended as initially requested by the Company under this Section 1.5.3. Notwithstanding any provision of law that imposes a time or other limitation on the Company's ability to take advantage of the changed law's provisions, the Company may exercise its rights under this Section 1.5.3 at any time, but not sooner than thirty (30) days after the changed law goes into effect.

1.5.4 Effect on This Agreement. Any agreement, authorization, right, or determination to provide Cable Services or Video Services to Subscribers in the Franchise Area under this Section 1.5 shall supersede this Agreement.

SECTION 2
THE TELECOMMUNICATIONS SYSTEM

2.1 The System and Its Operations.

2.1.1 Service Area. As of the Effective Date, the Company operates a Telecommunications System within the Franchise Area.

2.1.2 System. As of the Effective Date, the Company maintains and operates a Telecommunications System which consists of pipes, transmission lines, meters, equipment and other facilities associated with the operation of a fiber optic transmission line by the Franchisee to provide Telecommunications Service.

2.1.3 System Technical Standards. Throughout the term of this Agreement, the Telecommunications System shall be designed, maintained, and operated such that quality and reliability of System Signal will be in compliance with all applicable consumer electronics equipment compatibility standards, including, but not limited to, the Telecommunications Act, as may be amended from time to time.

2.1.4 Testing Procedures; Technical Performance. Throughout the term of this Agreement, the Company shall operate and maintain the Telecommunications System in accordance with the testing procedures and the technical performance standards of the FCC.

2.2 Requirements with Respect to Work on the System.

2.2.1 General Requirements. The Company shall comply with ordinances, rules, and regulations established by the Franchising Authority pursuant to the lawful exercise of its police powers. Subject to Section 1.4 above, to the extent that local ordinances, rules, or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of such local ordinances, rules, or regulations shall prevail.

2.2.2 Protection of Underground Utilities. The Company shall comply with the Alabama Underground Damage Prevention Act (Ala. Code § 37-15-1, *et seq.*), relating to notification prior to excavation near underground utilities, as may be amended from time to time.

2.3 Permits and General Obligations.

2.3.1 The Company shall be responsible for obtaining all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain, or repair the Telecommunications System, or any part thereof, prior to the commencement of any such activity. The Franchising Authority shall make all reasonable efforts to issue permits, licenses, or other approvals within ten (10) business days. The Company shall be solely responsible, either through its employees or its authorized contractors, for constructing, installing, and maintaining the Telecommunications System in a safe, thorough, and reliable manner in accordance with all applicable standards and using materials of good and durable quality. The Company shall assure that any person installing, maintaining, or

removing its facilities is fully qualified and familiar with all applicable standards. No third party shall tamper with, relocate, or otherwise interfere with the Company's facilities in the rights-of-way without the Company's approval and supervision; provided, however, that the Company shall make all reasonable efforts to coordinate with other users of the Streets to facilitate the execution of projects and minimize disruption in the public rights-of-way. All transmission and distribution structures, poles, other lines, and equipment installed by the Company for use in the Telecommunications System in accordance with this Agreement shall be located so as to minimize interference with the proper use of the Streets and the rights and reasonable convenience of property owners who own property adjoining the Streets.

2.3.2 Code Compliance. The Company shall comply with all applicable building, safety, and construction codes.

2.4 Conditions on Street Occupancy.

2.4.1 New Grades or Lines. If the grades or lines of any Street within the Franchise Area are lawfully changed at any time during the term of this Agreement, then the Company shall, upon at least ninety (90) days' advance written notice from the Franchising Authority and at the Company's own cost and expense, protect or promptly alter or relocate the Telecommunications System, or any part thereof, so as to conform with the new grades or lines. If public funds are available to any Person using the Street for the purpose of defraying the cost of any of the foregoing work, the Franchising Authority shall make application for such funds on behalf of the Company. The Company shall be entitled to reimbursement of its costs should any other utility be so compensated as a result of a required protection, alteration, or relocation of its facilities. Notwithstanding the above, the Company shall not be liable for the cost of protecting, altering, or relocating facilities, aerial or underground, where such work is required to accommodate a beautification project or private development project.

2.4.2 Relocation at Request of Third Party. The Company shall, upon reasonable prior written request of any Person holding a permit issued by the Franchising Authority to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Company may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii) the Company agrees to arrange for such temporary relocation to be accomplished as soon as reasonably practicable, not to exceed ninety (90) days without the prior agreement of the Franchising Authority.

2.4.3 Restoration of Streets. If in connection with construction, operation, maintenance, or repair of the Telecommunications System, the Company disturbs, alters, or damages any Street, the Company agrees that it shall at its own cost and expense restore the Street according to the standards set forth in the Alabama Department of Transportation's Utilities Manual. If the Franchising Authority reasonably believes that the Company has not restored the Street appropriately, then the Franchising Authority, after providing ten (10) business days' advance written notice and a reasonable opportunity to cure, may have the Street restored and bill the Company for the cost of restoration.

2.4.4 Trimming of Trees and Shrubbery. The Company shall have the authority to trim trees or other natural growth overhanging any of its Telecommunications System in the Franchise Area so as to prevent contact with the Company's wires, lines, cables, or other equipment, subject to all applicable local ordinances, rules and regulations, and the cost of such trimming shall not be borne by the Franchising Authority.

2.4.5 Aerial and Underground Construction. If at the time of Telecommunications System construction all of the transmission and distribution facilities of all of the respective public or municipal utilities in the construction area are underground, the Company shall place its Telecommunications System's transmission and distribution facilities underground. At the time of Telecommunications System construction, in any place within the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Company shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground; however, at such time as all existing aerial facilities of the respective public or municipal utilities are placed underground, the Company shall likewise place its facilities underground, subject to the provisions of Section 2.4.1. Company facilities placed underground at the property owner's request in any area where any of the transmission or distribution facilities of the respective public or municipal utilities are aerial shall be installed with the additional expense paid by the property owner. Nothing in this Section 2.4.5 shall be construed to require the Company to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment. The Company shall be entitled to expand and upgrade its System as it deems reasonably necessary.

2.4.6 Use of Existing Poles. Where possible, the Company shall attach its facilities to existing utility poles and shall use all reasonable efforts to enter into a pole attachment agreement with the owners of such existing utility poles. The Franchising Authority acknowledges that the Company may pass through to Subscribers the costs of attaching to existing utility poles in the Franchise Area, and does not object.

2.5 Change in Franchise Area. In the event that the borders of the Franchise Area change, through annexation or otherwise, the Franchising Authority shall provide to the Company written notice of such change, including an updated map of the Franchise Area. Franchise fees on gross revenues earned from Subscribers in annexed areas shall not be payable to the Franchising Authority until sixty (60) days after the Company's receipt of such updated map, and shall not be remitted to the Franchising Authority until the next regularly scheduled quarterly franchise fee payment as provided in Section 4.1.2 below.

SECTION 3 CUSTOMER SERVICE

Customer Service. The Company shall comply in all respects with the requirements set forth in Appendix B. A minor violation of those requirements does not constitute a breach of this Agreement.

SECTION 4
COMPENSATION AND OTHER PAYMENTS

4.1 Compensation to the Franchising Authority. As compensation for the Franchise, the Company shall pay or cause to be paid to the Franchising Authority the amounts set forth in this Section 4.1.

4.1.1 Franchise Fees—Amount. The Company shall pay to the Franchising Authority franchise fees in an amount equal to five percent (5%) of Gross Revenues derived from the operation of the Telecommunications System to provide Telecommunications Services in the Franchise Area. See Appendix C regarding Minimum Annual Franchise and payment of Franchise Fees.

4.1.2 Franchise Fees—Payment. Payments of franchise fees shall be made on a quarterly basis and shall be remitted not later than thirty (30) days after the last day of March, June, September, and December throughout the term of this Agreement.

4.1.3 Company to Submit Franchise Fee Report. The Company shall submit to the Franchising Authority, not later than thirty (30) days after the last day of March, June, September, and December throughout the term of this Agreement, a report setting forth the basis for the computation of Gross Revenues on which the quarterly payment of franchise fees is being made.

4.1.4 Franchise Fee Payments Subject to Audit; Remedy for Underpayment. No acceptance of any franchise fee payment by the Franchising Authority shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount or a release of any claim that the Franchising Authority may have for further or additional sums payable under this Agreement. The Franchising Authority may conduct an audit no more than once annually to ensure payments in accordance with this Agreement. The audit of the Company's records shall take place at a location, in the State of Alabama, determined by the Company. The Franchising Authority is prohibited from removing any records, files, spreadsheets, or any other documents from the site of the audit. The audit period shall be limited to six (6) years preceding the end of the quarter of the most recent payment.

If, as a result of an audit or any other review, the Franchising Authority determines that the Company has underpaid franchise fees in any twelve (12) month period by ten percent (10%) or more, then, in addition to making full payment of the relevant obligation, the Company shall reimburse the Franchising Authority for all of the reasonable costs associated with the audit or review, including all reasonable out-of-pocket costs for attorneys, accountants, and other consultants. The Franchising Authority shall provide the Company with a written notice of audit results and a copy of the final report presented to the Franchising Authority. The Company shall remit any undisputed amounts owed to the Franchising Authority as the result of the audit within forty-five (45) days, or other mutually acceptable timeframe, after the date of an executed settlement and release agreement.

4.2 Payments Not to Be Set Off Against Taxes or Vice Versa. The parties agree that the compensation and other payments to be made pursuant to this Section 4 are not a tax and are not in the nature of a tax.

4.3 Interest on Late Payments. If any payment required by this Agreement is not actually received by the Franchising Authority on or before the applicable date fixed in this Agreement, the Company shall pay interest thereon, from the due date to the date paid, at a rate of one percent (1%) per month.

SECTION 5 COMPLIANCE REPORTS

5.1 Compliance. To the best of its knowledge, the Franchising Authority hereby acknowledges that as of the Effective Date, the Company is in material compliance with all material laws, rules, and ordinances of the Franchising Authority.

5.2 Reports. Upon written request by the Franchising Authority, the Company shall promptly submit to the Franchising Authority such information as may be necessary to reasonably demonstrate the Company's compliance with any term or condition of this Agreement.

5.3 File for Public Inspection. Throughout the term of this Agreement, the Company shall maintain and make available to the public those documents required pursuant to the FCC's rules and regulations.

5.4 Treatment of Proprietary Information. The Franchising Authority agrees to treat as confidential, to the maximum extent allowed under the Alabama Public Records Law (Ala. Code § 36-12-40, *et seq.*) or other applicable law, any requested documents submitted by the Company to the Franchising Authority that are labeled as "Confidential" or "Trade Secret" prior to submission. In the event that any documents submitted by the Company to the Franchising Authority are subject to a request for inspection or production, including but not limited to a request under the Alabama Public Records Law, the Franchising Authority shall notify the Company of the request as soon as practicable and in any case prior to the release of such information, by email or facsimile to the addresses provided in Section 10.6 of this Agreement, so that the Company may take appropriate steps to protect its interests in the requested records, including seeking an injunction against the release of the requested records. Upon receipt of said notice, the Company may review the requested records in the Franchising Authority's possession and designate as "Confidential" or "Trade Secret" any additional portions of the requested records that contain confidential or proprietary information.

5.5 Emergency Alert System. Company shall install and maintain an Emergency Alert System in the Franchise Area only as required under applicable federal and state laws. Additionally, the Franchising Authority shall permit only those Persons appropriately trained and authorized in accordance with applicable law to operate the Emergency Alert System equipment and shall take reasonable precautions to prevent any use of the Company's Telecommunications System in any manner that results in inappropriate use thereof, or any loss or damage to the Telecommunications System. Except to the extent expressly prohibited by law, the Franchising Authority shall hold the

Company and its employees, officers, and assigns harmless from any claims arising out of use of the Emergency Alert System, including but not limited to reasonable attorneys' fees and costs.

SECTION 6 ENFORCEMENT

6.1 Notice of Violation. If the Franchising Authority believes that the Company has not complied with the terms of this Agreement, the Franchising Authority shall first informally discuss the matter with the Company. If discussions do not lead to a resolution of the problem, the Franchising Authority shall notify the Company in writing of the nature of the alleged noncompliance ("Violation Notice").

6.2 Company's Right to Cure or Respond. The Company shall have thirty (30) days from the receipt of the Violation Notice, or any longer period specified by the Franchising Authority, to respond; cure the alleged noncompliance; or, if the alleged noncompliance, by its nature, cannot be cured within thirty (30) days, initiate reasonable steps to remedy the matter and provide the Franchising Authority a projected resolution date in writing.

6.3 Hearing. If the Company fails to respond to the Violation Notice received from the Franchising Authority, or the alleged noncompliance is not remedied within the cure period set forth above, the Franchising Authority's governing body shall schedule a hearing if it intends to continue its investigation into the matter. The Franchising Authority shall provide the Company at least thirty (30) days' prior written notice of the hearing, specifying the time, place, and purpose of the hearing. The Company shall have the right to present evidence and to question witnesses. The Franchising Authority shall determine if the Company has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, the Company may petition for reconsideration before any competent tribunal having jurisdiction over such matters.

6.4 Enforcement. Subject to applicable federal and state law, if after the hearing provided for in Section 6.3, the Franchising Authority determines that the Company is in default of the provisions addressed in the Violation Notice, the Franchising Authority may

- (a) seek specific performance;
- (b) commence an action at law for monetary damages or seek other equitable relief; or
- (c) in the case of a substantial default of a material provision of this Agreement, seek to revoke the Franchise in accordance with subsection 6.5 below.

6.5 Revocation.

6.5.1 After the hearing and determination provided for in Section 6.3 and prior to the revocation or termination of the Franchise, the Franchising Authority shall give written notice to the Company of its intent to revoke the Franchise on the basis of an alleged substantial default of a material provision of this Agreement. The notice shall set forth the exact nature of the alleged default. The Company shall have thirty (30) days from receipt of such notice to submit its written objection to the Franchising Authority or to cure the

alleged default. If the Franchising Authority is not satisfied with the Company's response, the Franchising Authority may seek to revoke the Franchise at a public hearing. The Company shall be given at least thirty (30) days' prior written notice of the public hearing, specifying the time and place of the hearing and stating the Franchising Authority's intent to revoke the Franchise.

6.5.2 At the public hearing, the Company shall be permitted to state its position on the matter, present evidence, and question witnesses, after which the Franchising Authority's governing board shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Company within ten (10) business days. The decision of the Franchising Authority's governing board shall be made in writing and shall be delivered to the Company. The Company may appeal such decision to an appropriate court, which shall have the power to review the decision of the Franchising Authority's governing board. The Company may continue to operate the Telecommunications System until all legal appeals procedures have been exhausted.

6.5.3 Notwithstanding the provisions of this Section 6, the Company does not waive any of its rights under federal law or regulation.

6.6 Technical Violations. The parties hereby agree that it is not the Franchising Authority's intention to subject the Company to penalties, fines, forfeiture, or revocation of the Agreement for so-called "technical" breach(es) or violation(s) of the Agreement, where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area or where strict performance would result in practical difficulties and hardship to the Company which outweigh the benefit to be derived by the Franchising Authority or Subscribers.

SECTION 7 ASSIGNMENTS AND OTHER TRANSFERS

The Franchise shall be fully transferable to any successor in interest to the Company. A notice of transfer shall be filed by the Company to the Franchising Authority within forty-five (45) days of such transfer. The transfer notification shall consist of an affidavit signed by an officer or general partner of the transferee that contains the following:

- (a) an affirmative declaration that the transferee shall comply with the terms and conditions of this Agreement, all applicable federal, state, and local laws, regulations, and ordinances regarding the placement and maintenance of facilities in any public right-of-way that are generally applicable to users of the public right-of-way and specifically including the Alabama Underground Damage Prevention Act (Ala. Code § 37-15-1, *et seq.*);
- (b) a description of the transferee's service area; and
- (c) the location of the transferee's principal place of business and the name or names of the principal executive officer or officers of the transferee.

No affidavit shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Company in the Franchise or in the

Telecommunications System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Uniti Group Inc. or Uniti Fiber GulfCo LLC.

SECTION 8 INSURANCE AND INDEMNITY

8.1 Insurance.

8.1.1 Liability Insurance. Throughout the term of this Agreement, the Company shall, at its sole expense, maintain comprehensive general liability insurance, issued by a company licensed to do business in the State of Alabama with a rating of not less than “A minus,” and provide the Franchising Authority certificates of insurance demonstrating that the Company has obtained the insurance required in this Section 8.1.1. This liability insurance policy or policies shall be in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury or death of any one person, One Million Dollars (\$1,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and One Million Dollars (\$1,000,000.00) for property damage resulting from any one accident. The policy or policies shall not be canceled except upon thirty (30) days’ prior written notice of cancellation to the City.

8.1.2 Workers’ Compensation. The Company shall ensure its compliance with the Alabama Workers’ Compensation Law.

8.2 Indemnification. The Company shall indemnify, defend, and hold harmless the Franchising Authority, its officers, employees, and agents acting in their official capacities from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Company’s construction, operation, maintenance, or removal of the Telecommunications System, including but not limited to reasonable attorneys’ fees and costs, provided that the Franchising Authority shall give the Company written notice of its obligation to indemnify and defend the Franchising Authority within thirty (30) business days of receipt of a claim or action pursuant to this Section 8.2. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority. Notwithstanding the foregoing, the Company shall not be obligated to indemnify the Franchising Authority for any damages, liability, or claims resulting from the willful misconduct of the Franchising Authority or for the Franchising Authority’s use of the Telecommunications System.

8.3 Liability and Indemnity. In accordance with the Telecommunications Act, the Franchising Authority, its officials, employees, members, or agents shall have no liability to the Company arising from the regulation of Telecommunications Service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Franchise. Any relief, to the extent such relief is required by any other provision of federal, state, or local law, shall be limited to injunctive relief and declaratory relief.

**SECTION 9
PUBLIC, EDUCATION, GOVERNMENT ACCESS**

NOTE: AS LONG AS THE COMPANY DOES NOT PROVIDE VIDEO SERVICE OR CABLE SERVICE, THIS SECTION 9 SHALL NOT APPLY.

9.1 Channel Capacity. The Company agrees to make available channel capacity, up to one (1) fully dedicated Channel position, on the digital tier, to be designated for non-commercial, non-revenue generating public, educational, or governmental (“PEG”) access purposes. Unused time on the PEG Channel position may be utilized by the Company subject to terms to be mutually agreed upon by the Company and the Franchising Authority. The Company shall provide the PEG channel within one hundred eighty (180) days of the Franchising Authority’s request.

9.2 Channel Positions. At any time during the term of this Agreement and at the Company’s sole option and discretion, the Company may (i) change the transmission technology by which PEG access programming is delivered to Subscribers, provided, however, that the quality of PEG access programming transmitted over the System to Subscribers is of a quality comparable to that which was delivered to the Company by the PEG programmer, or (ii) relocate any PEG programming to a Channel position on its lowest digital tier service delivered to all of the Company’s Subscribers. The Company shall notify the Franchising Authority at least thirty (30) days in advance of such changes.

9.3 Ownership. The Company does not relinquish its ownership of its ultimate right of control over a Channel position by designating it for PEG access use. A PEG access user, whether such user is an individual, educational, or governmental user, acquires no property or other interest in the Channel position by virtue of the use of a Channel position so designated.

9.4 Equipment. It shall be the sole responsibility of the Franchising Authority to obtain, provide, and maintain any equipment necessary to produce and broadcast PEG programming over the System. The Company shall not be responsible for obtaining, providing, or maintaining any such equipment.

9.5 No Liability. The Company shall have no liability nor shall it be required to provide indemnification to the Franchising Authority for PEG programming broadcast over the Telecommunications System.

**SECTION 10
MISCELLANEOUS**

10.1 Controlling Authorities. This Agreement is made with the understanding that its provisions are controlled by the Telecommunications Act, other federal laws, state laws, and all applicable local laws, ordinances, and regulations. Subject to Section 1.4 above, to the extent such local laws, ordinances, or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of such local laws, ordinances, or regulations shall prevail.

10.2 Appendices. The Appendices to this Agreement and all portions thereof are, except as otherwise specified in this Agreement, incorporated by reference in and expressly made a part of this Agreement.

10.3 Enforceability of Agreement; No Opposition. By execution of this Agreement, the Company and the Franchising Authority acknowledges the validity of the terms and conditions of this Agreement under applicable law in existence on the Effective Date and pledges that it will not assert in any manner at any time or in any forum that this Agreement, the Franchise, or the processes and procedures pursuant to which this Agreement was entered into and the Franchise was granted are not consistent with the applicable law in existence on the Effective Date.

10.4 Governmental Powers. The Franchising Authority expressly reserves the right to exercise the full scope of its powers, including, but not limited to, its police power and contracting and governmental authority, to promote the public interest and to protect the health, safety, and welfare of the citizens of the City of Spanish Fort, Alabama.

10.5 Entire Agreement. This Agreement, including all Appendices, embodies the entire understanding and agreement of the Franchising Authority and the Company with respect to the subject matter hereof and merges and supersedes all prior representations, agreements, and understandings, whether oral or written, between the Franchising Authority and the Company with respect to the subject matter hereof, including without limitation all prior drafts of this Agreement and any Appendix to this Agreement, and any and all written or oral statements or representations by any official, employee, agent, attorney, consultant, or independent contractor of the Franchising Authority or the Company.

10.6 Notices. All notices shall be in writing and shall be sufficiently given and served upon the other party by first class mail, registered or certified, return receipt requested, postage prepaid; by third-party commercial carrier; or via facsimile (with confirmation of transmission) and addressed as follows:

THE FRANCHISING AUTHORITY:
City of Spanish Fort
Attn: Mayor
7361 Spanish Fort Blvd
Spanish Fort, Alabama 36527

COMPANY:
Uniti Fiber GulfCo LLC
Attn: Kelly A. McGriff, Esq.
Vice President and Deputy General Counsel
Uniti Group Inc.
107 St. Francis Street, Suite 1800
Mobile, Alabama 36602

10.7 Additional Representations and Warranties. In addition to the representations, warranties, and covenants of the Company to the Franchising Authority set forth elsewhere in this Agreement, the Company represents and warrants to the Franchising Authority and covenants and agrees (which representations, warranties, covenants and agreements shall not be affected or waived by any inspection or examination made by or on behalf of the Franchising Authority) that, as of the Effective Date:

10.7.1 Organization, Standing, and Authorization. The Company is a limited liability company validly existing and in good standing under the laws of the State of Alabama and is duly authorized to do business in the State of Alabama and in the Franchise Area.

10.7.2 Compliance with Law. The Company, to the best of its knowledge, has obtained all government licenses, permits, and authorizations necessary for the operation and maintenance of the Telecommunications System.

10.8 Maintenance of System in Good Working Order. Until the termination of this Agreement and the satisfaction in full by the Company of its obligations under this Agreement, in consideration of the Franchise, the Company agrees that it will maintain all of the material properties, assets, and equipment of the Telecommunications System, and all such items added in connection with any upgrade, in good repair and proper working order and condition throughout the term of this Agreement.

10.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted transferees, and assigns. All of the provisions of this Agreement apply to the Company, its successors and assigns.

10.10 No Waiver; Cumulative Remedies. No failure on the part of the Franchising Authority or the Company to exercise, and no delay in exercising, any right or remedy hereunder including without limitation the rights and remedies set forth in this Agreement, shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other right or remedy, all subject to the conditions and limitations established in this Agreement. The rights and remedies provided in this Agreement including without limitation the rights and remedies set forth in Section 6 of this Agreement, are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Agreement shall impair any of the rights or remedies of the Franchising Authority or Company under applicable law, subject in each case to the terms and conditions of this Agreement.

10.11 Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions of this Agreement, which shall continue in full force and effect.

10.12 No Agency. The Company shall conduct the work to be performed pursuant to this Agreement as an independent entity and not as an agent of the Franchising Authority.

10.13 Governing Law. This Agreement shall be deemed to be executed in the City of Spanish Fort, Alabama, and shall be governed in all respects, including validity, interpretation, and effect, by and construed in accordance with the laws of the State of Alabama, as applicable to contracts entered into and to be performed entirely within that state.

10.14 Claims Under Agreement. The Franchising Authority and the Company, agree that, except to the extent inconsistent with any applicable provisions of the Telecommunications Act, any and all claims asserted by or against the Franchising Authority arising under this Agreement or related thereto shall be heard and determined either in a court of the United States located in Alabama

("Federal Court") or in a court of the State of Alabama of appropriate jurisdiction ("Alabama State Court"). To effectuate this Agreement and intent, the Company agrees that if the Franchising Authority initiates any action against the Company in Federal Court or in Alabama State Court, service of process may be made on the Company either in person or by registered mail addressed to the Company at its offices as defined in Section 10.6, or to such other address as the Company may provide to the Franchising Authority in writing.

10.15 Modification. The Company and Franchising Authority may at any time during the term of this Agreement seek a modification, amendment, or waiver of any term or condition of this Agreement. No provision of this Agreement nor any Appendix to this Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Company, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution, letter of agreement, or order by the Franchising Authority, as required by applicable law.

10.16 Delays and Failures Beyond Control of Company. Notwithstanding any other provision of this Agreement, the Company shall not be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this Agreement due to strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, technical failure, sabotage, or other events, where the Company has exercised all due care in the prevention thereof, to the extent that such causes or other events are beyond the control of the Company and such causes or events are without the fault or negligence of the Company. In the event that any such delay in performance or failure to perform affects only part of the Company's capacity to perform, the Company shall perform to the maximum extent it is able to do so and shall take all steps within its power to correct such cause(s). The Company agrees that in correcting such cause(s), it shall take all reasonable steps to do so in as expeditious a manner as possible. The Company shall promptly notify the Franchising Authority in writing of the occurrence of an event covered by this Section 10.16.

10.17 Duty to Act Reasonably and in Good Faith. The Company and the Franchising Authority shall fulfill their obligations and exercise their rights under this Agreement in a reasonable manner and in good faith. Notwithstanding the omission of the words "reasonable," "good faith," or similar terms in the provisions of this Agreement, every provision of this Agreement is subject to this section.

10.18 Contractual Rights Retained. Nothing in this Agreement is intended to impair the contractual rights of the Franchising Authority or the Company under this Agreement.

10.19 No Third-Party Beneficiaries. Nothing in this Agreement, or any prior agreement, is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of such agreements or Franchise.

IN WITNESS WHEREOF, the party of the first part, by its Mayor, thereunto duly authorized by the City Council of said Franchising Authority, has caused the name of said Franchising Authority to be hereunto signed and the corporate seal of said Franchising Authority to be hereunto affixed, and the Company, the party of the second part, by its officers thereunto

duly authorized, has caused its name to be hereunto signed and its seal to be hereunto affixed as of the date and year first above written.

City of Spanish Fort, Alabama

By: _____

Name:

Title: Mayor

(Seal)

Attest: _____

Date: _____

Uniti Fiber GulfCo LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

Attest: _____

Date: _____

APPENDIX A DEFINED TERMS

For purposes of the Agreement to which this Appendix A is appended, the following terms, phrases, words, and their derivations shall have the meanings set forth herein, unless the context clearly indicates that another meaning is intended.

“Agreement” means the Agreement to which this Appendix A is appended, together with all Appendices attached thereto and all amendments or modifications thereto.

“Cable Act” means Title VI of the Communications Act of 1934 as amended, 47 U.S.C. § 521, *et seq.*

“Cable Service” means the one-way transmission to Subscribers of Video Programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service. “Telecommunications Service” does not include any Video Programming provided by a commercial mobile service provider as defined in 47 U.S.C. § 332(d).

“Cable Service Provider” or **“CSP”** means any person or group of persons (A) who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System, or (B) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

“Cable System” means a facility, consisting of a set of closed transmission paths and associated Signal generation, reception, and control equipment, that is designed to provide Cable Service, which includes Video Programming and which is provided to multiple Subscribers within a community, but “Cable System” does not include:

(A) a facility that serves only to retransmit the television Signals of one (1) or more television broadcast stations;

(B) a facility that serves Subscribers without using any public right-of-way as defined herein;

(C) a facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. §§201–276, except that such facility shall be considered a Cable System, other than for purposes of __47 U.S.C. § ____, to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;

(D) an open video system that complies with 47 U.S.C. § 573; or

(E) any facilities of any electric utility used solely for operating its electric utility system.

“Channel” means a “channel” as defined in __ U.S.C. § ____.

“Company” means Uniti Fiber GulfCo LLC, a limited liability company validly existing under the laws of the State of Delaware, or lawful successor, transferee, designee, or assignee thereof.

“FCC” means the Federal Communications Commission, its designee, or any successor thereto.

“Franchise Area” means the incorporated areas of the City of Spanish Fort, Alabama, including any areas annexed by the Franchising Authority during the term of the Franchise.

“Franchising Authority” means the City of Spanish Fort, Alabama, or lawful successor, transferee, designee, or assignee thereof.

“Gross Revenues” means: all revenue derived by Company, its affiliates, subsidiaries, or parent, or Person from the operation of its Telecommunications System to provide Telecommunications Service within the Franchise Area. Gross Revenues shall include, but not be limited to, Telecommunications Service fees, advertising sales booked in accordance with Applicable Laws and GAAP, home shopping revenue, installation, disconnection and reconnection fees, equipment rental fees, late fees, guides and Franchise Fees. The term Gross Revenue shall not include refundable deposits, bad debt (provided that if amounts previously representing bad debt are collected, then those amounts shall be included in Gross Revenues for the period in which they are collected), investment income, programming launch support payments so long as not booked as revenue by Company, nor any taxes on services furnished by Company imposed by any county, state, or other governmental unit and collected by Company for such governmental unit or non-sufficient fund charges. A Franchise Fee is not such a tax. The Franchising Authority acknowledges and accepts that Company maintains its books and records in accordance with Generally Accepted Accounting Principles ("GAAP").

Resolution of any disputes over the classification of revenue should first be attempted by agreement of the Parties, but should no resolution be reached, the Parties agree that deference shall be given to generally accepted accounting principles ("GAAP") as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/ or the U.S. Securities and Exchange Commission ("SEC"). Notwithstanding the forgoing, the Franchising Authority reserves its right to challenge Company's calculation of Gross Revenues, including the use or interpretation of GAAP as promulgated and defined by the FASB, EITF and/or the SEC.

Notwithstanding anything in this Agreement to the contrary, the Franchising Authority reserves the right to charge a franchise fee on the gross revenues from any and all services or equipment provided by the Company to the extent allowed by law, as the same may be amended, and may impose, charge, levy, decrease or increase such fee upon sixty (60) days written notice to the Company.

“Person” means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not mean the Franchising Authority.

“Signal” means any transmission of radio frequency energy or of optical information.

“Streets” means the surface of, and the space above and below, any and all streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parkways, and waterways within and belonging to the Franchising Authority and any other property within the Franchise Area to the extent to which there exist public easements or public rights-of-way.

“Subscriber” means any Person lawfully receiving Video Service from a Video Service Provider, Cable Service from a Cable Service Provider, or Telecommunications Service from a Telecommunications Service Provider.

“Telecommunications” means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

“Telecommunications Service” means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

“Telecommunications Act” means Title 47 of the Communications Act of 1934, 47 U.S.C. § 151, *et seq.*, as it may be amended and applicable to Franchisee.

“Telecommunications Service Provider” or **“TSP”** means any person or group of persons (A) who provides Telecommunications Service over a Telecommunications System and directly or through one or more affiliates owns a significant interest in such Telecommunications System, or (B) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Telecommunications System.

“Telecommunications System” means a facility, consisting of pipes, transmission lines, meters, equipment and other facilities associated with the operation of a fiber optics transmission line by the Franchisee to provide Telecommunications Service.

“Video Programming” means programming provided by or generally considered comparable to programming provided by a television broadcast station, as set forth in 47 U.S.C. § 522(20).

“Video Service” means the provision of Video Programming through wireline facilities located at least in part in the public rights-of-way without regard to delivery technology, including Internet protocol technology. This definition does not include any Video Programming provided by a commercial mobile service provider as defined in 47 U.S.C. § 332(d) or Video Programming provided as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public Internet.

“Video Service Provider” or **“VSP”** means an entity providing Video Service as defined herein, but does not include a Cable Service Provider.

APPENDIX B
CUSTOMER SERVICE STANDARDS

Customer service standards shall be such standards as may be set forth in the contracts between Franchisee and its customers and as required by municipal, state and federal laws, rules and regulations, including, but not limited to, the Telecommunications Act.

APPENDIX C

FRANCHISE FEE AND PAYMENTS

The Franchisee shall pay a quarterly fee equal to the greater of twenty-five percent (25%) of the Minimum Annual Franchisee Fee of Eighteen Thousand Dollars (\$18,000.00) or five percent (5%) of the Franchisee's quarterly gross receipts from the provision of services in the City.

All payments made under the terms of this Agreement shall be made within forty-five (45) business days after the close of each fiscal quarter, and the Franchisee shall file a statement with the City, signed by an authorized accounting or financial representative of the Franchisee, setting forth the gross receipts derived in the preceding quarter. Acceptance of any fee payment shall not be deemed a waiver or release of any claims the City may have for additional sums, nor construed as an accord or agreement that the amount paid is correct.

If any payment is not received by the City on the date due, the Franchisee shall pay interest on any such unpaid portion at the rate of fifteen percent (15%) per annum from the first day after the same shall become due until paid to the City, and the Franchisee shall reimburse the City for all costs incurred by the City in collecting or attempting to collect any sums due under this Agreement, including, but not limited to, reasonable attorney's fees and court costs.

Based on information provided by the Franchisee and in recognition of the expense and time required to design, install and construct the system, including individual customer services, the minimum annual franchisee fee shall be paid by the provision of services and equipment by Franchisee as follows:

1. The Franchisee shall be given a credit of \$18,000.00 toward the minimum annual franchise fee for the provision of the in-kind services set forth below:
 - A. The Franchisee shall provide (1) 50 Mbps of Fiber Optic Internet at the Community Center, (1) 50 Mbps of Fiber Optic Internet at the Police Department, (1) 50 Mbps of Fiber Optic Internet at the Fire Station 1 and (1) 50 Mbps Fiber Optic Internet at Fire Station 2. Each facility will be provided with one static IP address unless more are purchased.
 - B. The Franchisee shall provide the same Internet service to all City owned, operated or leased facilities, including, but not limited to, all municipal buildings, police department, fire department, library, and any other municipal building constructed or leased hereafter ("municipal property").
 - C. The Franchisee agrees to extend its existing backbone up to 1,000' along the rights-of-way to reach City owned, operated or

leased property and to extend all necessary lines to reach municipal facilities on said property.

- D. The Franchisee shall provide one IP/30 at each building.
- E. The following services will be provided as set forth below:
 - (i) Additional static IP addresses of /30s or \$10/month;
 - (ii) Additional 5 usable IPv4 addresses or /29 are \$50 per month; and
 - (iii) IPv6 addresses will be made available for no additional fees per month.

2. The Franchisee shall receive a credit of \$10,000.00 toward the application fee charged by the City by providing the following services:

A. The Franchisee shall provide fiber installation and services at the entrance to the Community Center. The Franchisee has established a market value for the services to be provided between \$5,000.00 and \$10,000.00. The Franchisee will provide service to any other City building entrance as described above at the Franchisee's cost.

B. The Franchisee will provide standard telecom equipment of the Franchisee's choosing for the delivery of IP service to the City at no cost. The Franchisee has established a market value for this item at approximately \$4,500.00. The Franchisee will be responsible for installing the aforementioned items at the Community Center and ensuring that the system is operational.

C. Franchisee shall provide all necessary equipment and lines to provide Fiber Optic Internet to the City and all facilities owned, operated or leased by the City.

3. In the event three percent (5%) of the Franchisees gross receipts from the provision of services in the corporate limits of the City of Spanish Fort exceeds \$18,000.00, the Franchisee shall be responsible for paying the difference in accordance with the terms set forth above.

After January 1, 2005, the City Council may elect at any time and from time to time to increase the franchise fee or compensation payable by the Franchisee to a percentage or amount deemed appropriate by the City Council, but in no event shall such percentage or amount be increased above the maximum percentage or amount allowable under the law.

SECTION 2. Severability Clause. If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

SECTION 3. Repealer Clause. Any Ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

SECTION 4. Effective Date. This Ordinance shall become effective only upon receipt of a written unconditional acceptance by the Franchisee of the terms and conditions contained herein within thirty (30) days of the passage of this Ordinance.

ADOPTED AND APPROVED this _____ *day of* _____, **2024.**

CITY OF SPANISH FORT, ALABAMA

BY: _____
Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines
City Clerk, CMC

ORDINANCE NO. 683-2024

AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE TO SOUTHERN LIGHT, LLC, FOR THE PURPOSE OF MAINTAINING FIBER OPTIC TRANSMISSION LINES WITHIN THE PUBLIC RIGHTS-OF-WAY WITHIN THE CITY OF SPANISH FORT, ALABAMA

WHEREAS, on May 18, 2020, the City of Spanish Fort, Alabama ("City") adopted Ordinance No. 562-2020 which granted Southern Light, LLC ("Southern Light ") a non-exclusive franchise ("Southern Light 2020 Franchise") to construct and operate a fiber optic transmission line in the City; and

WHEREAS, Southern Light is an indirectly owned subsidiary of Uniti Group Inc. ("Uniti Group"); and

WHEREAS, Uniti Fiber GulfCo LLC ("Uniti GulfCo") is also an indirectly owned subsidiary of Uniti Group; and

WHEREAS, Uniti Group now seeks from the City another franchise to secure an asset backed securities lending facility ("ABS") whereby Uniti Group will transfer certain assets from Southern Light to Uniti GulfCo; and

WHEREAS, Uniti Group will assign certain assets so Uniti GulfCo in support of the ABS; and

WHEREAS, certain facilities installed and operating in the City's right-of-way may be owned by Uniti GulfCo while others will be owned by Southern Light; and

WHEREAS, to the extent that the facilities in the rights-of-way are shared between Uniti GulfCo and Southern Light, Uniti GulfCo and Southern Light will enter an intercompany agreement to allow access to those shared facilities; and

WHEREAS, the City intends by adoption of this Agreement to grant Southern Light a new franchise, and the City also plans to adopt a separate, substantially identical franchise agreement for Uniti GulfCo; and

WHEREAS, Uniti GulfCo and Southern Light will be jointly and severally liable for any noncompliance that may occur under the Uniti GulfCo franchise agreement and the Southern Light franchise agreement since each franchise contains identical terms for the use of the right-of-way in the City of Spanish Fort, Alabama; and

WHEREAS, the City Council wishes to grant a franchise for the construction and maintenance of the fiber-optic transmission line in accordance with the terms and conditions contained herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:

SECTION 1. The City Council of the City of Spanish Fort does hereby grant to Southern Light, LLC, a Delaware limited liability company, a non-exclusive franchise granting the authority to construct and maintain fiber optic transmission lines for the provision of internet service in the City of Spanish Fort, subject to the terms and conditions set forth in the following agreement:

=====

Franchise Agreement

between

City of Spanish Fort, Alabama

and

Southern Light, LLC

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AGREEMENT

This **AGREEMENT** is effective as of the ____ day of _____, 2024 (the “Effective Date”), and is between the City of Spanish Fort, Alabama (the “Franchising Authority” or the “City”), and Southern Light, LLC (the “Company”). For purposes of this Agreement, unless otherwise defined in this Agreement, the capitalized terms, phrases, words, and their derivations, shall have the meanings set forth in Appendix A.

The Franchising Authority, having determined that the financial, legal, and technical ability of the Company is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the current and future telecommunications-related needs of the community, desires to enter into this Agreement with the Company for the construction, operation, and maintenance of a Telecommunications System on the terms and conditions set forth herein. In consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

SECTION 1 GRANT OF AUTHORITY

1.1 Grant of Franchise. The Franchising Authority hereby grants under the Telecommunications Act a nonexclusive franchise (the “Franchise”) to occupy and use the Streets within the Franchise Area in order to construct, operate, maintain, upgrade, repair, and remove the Telecommunications System, and provide Telecommunications Services through the Telecommunications System, subject to the terms and conditions of this Agreement. This Franchise authorizes Telecommunications Service, and it does not grant or prohibit the right(s) of the Company to provide other services.

1.2 Term of Franchise. This Franchise shall be in effect for a period of ten (10) years commencing on the Effective Date, unless renewed or lawfully terminated in accordance with this Agreement and the Telecommunications Act.

1.3 Renewal. The Franchising Authority reserves the right to grant or deny renewal of the Franchise.

1.4 Reservation of Authority. The Company specifically agrees to comply with the lawful provisions of the City and applicable regulations of the Franchising Authority. Subject to any express federal or state preemption, the Company acknowledges that the Franchising Authority may modify its City code, ordinances or any regulatory policies by lawful exercise of the Franchising Authority’s police powers throughout the term of this Agreement. The Company agrees to comply with such lawful modifications to the City code, ordinances or regulations; however, the Company reserves all rights it may have to challenge such modifications to the City code, ordinances or regulations. The Franchising Authority reserves all of its rights and defenses to such challenges. Nothing in this Agreement shall (i) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (ii) be construed as a waiver of any codes or ordinances of the Franchising Authority or of the Franchising Authority’s right to require the Company or any Person utilizing the Telecommunications System

to secure the appropriate permits or authorizations for its use, or (iii) be construed as a waiver or release of the rights of the Franchising Authority in and to the Streets. Notwithstanding the above, in the event of any conflict between this Agreement and any City code, ordinance or regulation adopted by the Franchising Authority in the exercise of its police powers, the terms and conditions of such code, ordinance or regulation shall prevail.

1.5 Competitive Equity and Subsequent Action Provisions.

NOTE: AS LONG AS THE COMPANY DOES NOT PROVIDE VIDEO SERVICE OR CABLE SERVICE, THIS SECTION 1.5 SHALL NOT APPLY.

1.5.1 Purposes. The Company and the Franchising Authority acknowledge that there is increasing competition in the video marketplace among cable operators, direct broadcast satellite providers, telephone companies, broadband content providers, and others; new technologies are emerging that enable the provision of new and advanced services to City residents; and changes in the scope and application of the traditional regulatory framework governing the provision of Video Services are being considered in a variety of federal, state, and local venues. To foster an environment where all Cable Service Providers and Video Service Providers using the Streets can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to City residents; promote local communications infrastructure investments and economic opportunities in the City; and provide flexibility in the event of subsequent changes in the law, the Company and the Franchising Authority have agreed to the provisions in this Section 1.5, and these provisions should be interpreted and applied with these purposes in mind. The parties agree that the Franchising Authority shall not be required to execute a franchise agreement or authorization with a competitive CSP or VSP that is identical, word-for-word, with this Agreement to avoid triggering the provisions of this Section 1.5, so long as the regulatory and financial burdens on and benefits to each CSP or VSP are materially equivalent to the burdens on and benefits to the Company. “Materially equivalent” provisions include but are not limited to: franchise fees and the definition of Gross Revenues; system build-out requirements; security instruments; public, education and government access channels and support; customer service standards; and audits.

1.5.2 Fair Terms for All Providers. Notwithstanding any other provision of this Agreement or any other provision of law,

(a) If any VSP or CSP enters into any agreement with the Franchising Authority to provide Video Services or Cable Services to Subscribers in the Franchise Area, the Franchising Authority and the Company, upon written request of the Company, will use best efforts in good faith to negotiate the Company’s proposed Franchise modifications, and such negotiation will proceed and conclude within sixty (60) days, unless that period is reduced or extended by mutual agreement of the parties. If the Franchising Authority and the Company agree to Franchise modifications pursuant to such negotiations, then the Franchising Authority shall amend this Agreement to include the modifications.

If there is no written agreement or other authorization between the new VSP or CSP and the Franchising Authority, the Company and the Franchising Authority shall use the sixty (60) day period to develop and enter into an agreement or other appropriate authorization (to the extent the Company determines an agreement or authorization is necessary) that to the maximum extent possible contains provisions that will ensure competitive equity between the Company and other VSPs or CSPs, taking into account the terms and conditions under which the new VSP or CSP is allowed to provide Video Services or Cable Services to Subscribers in the Franchise Area.

(b) Following the Franchise modification negotiations provided for in Section 1.5.2(a), if the Franchising Authority and the Company fail to reach agreement in such negotiations, the Company may, at its option, elect to replace this Agreement by opting in to the same franchise agreement or other lawful authorization that the Franchising Authority has granted to the new VSP or CSP.

1.5.3 Subsequent Change in Law. If there is a change in federal, state, or local law that provides for a new or alternative form of authorization, subsequent to the Effective Date, for a VSP or CSP utilizing the Streets to provide Video Services or Cable Services to Subscribers in the Franchise Area, or that otherwise changes the nature or extent of the obligations that the Franchising Authority may request from or impose on a VSP or CSP providing Video Services or Cable Services to Subscribers in the Franchise Area, the Franchising Authority and Company agree that, notwithstanding any other provision of law, upon the written request by either party, the Franchising Authority shall: (i) permit the Company to provide Video Services or Cable Services to Subscribers in the Franchise Area on substantially the same terms and conditions as are applicable to a VSP or CSP under the changed law; (ii) modify this Agreement to comply with the changed law; or (iii) modify this Agreement to ensure competitive equity between the Company and other VSPs or CSPs, taking into account the conditions under which other VSPs or CSPs are permitted to provide Video Services or Cable Services to Subscribers in the Franchise Area. The Franchising Authority and the Company shall implement the provisions of this Section 1.5.3 within sixty (60) days after either party submits a written request to the other party. Should the Franchising Authority fail to implement these provisions within the time specified, this Agreement shall, at the Company's option and upon written notice to the Franchising Authority, be deemed amended as initially requested by the Company under this Section 1.5.3. Notwithstanding any provision of law that imposes a time or other limitation on the Company's ability to take advantage of the changed law's provisions, the Company may exercise its rights under this Section 1.5.3 at any time, but not sooner than thirty (30) days after the changed law goes into effect.

1.5.4 Effect on This Agreement. Any agreement, authorization, right, or determination to provide Cable Services or Video Services to Subscribers in the Franchise Area under this Section 1.5 shall supersede this Agreement.

SECTION 2
THE TELECOMMUNICATIONS SYSTEM

2.1 The System and Its Operations.

2.1.1 Service Area. As of the Effective Date, the Company operates a Telecommunications System within the Franchise Area.

2.1.2 System. As of the Effective Date, the Company maintains and operates a Telecommunications System which consists of pipes, transmission lines, meters, equipment and other facilities associated with the operation of a fiber optic transmission line by the Franchisee to provide Telecommunications Service.

2.1.3 System Technical Standards. Throughout the term of this Agreement, the Telecommunications System shall be designed, maintained, and operated such that quality and reliability of System Signal will be in compliance with all applicable consumer electronics equipment compatibility standards, including, but not limited to, the Telecommunications Act, as may be amended from time to time.

2.1.4 Testing Procedures; Technical Performance. Throughout the term of this Agreement, the Company shall operate and maintain the Telecommunications System in accordance with the testing procedures and the technical performance standards of the FCC.

2.2 Requirements with Respect to Work on the System.

2.2.1 General Requirements. The Company shall comply with ordinances, rules, and regulations established by the Franchising Authority pursuant to the lawful exercise of its police powers. Subject to Section 1.4 above, to the extent that local ordinances, rules, or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of such local ordinances, rules, or regulations shall prevail.

2.2.2 Protection of Underground Utilities. The Company shall comply with the Alabama Underground Damage Prevention Act (Ala. Code § 37-15-1, *et seq.*), relating to notification prior to excavation near underground utilities, as may be amended from time to time.

2.3 Permits and General Obligations.

2.3.1 The Company shall be responsible for obtaining all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain, or repair the Telecommunications System, or any part thereof, prior to the commencement of any such activity. The Franchising Authority shall make all reasonable efforts to issue permits, licenses, or other approvals within ten (10) business days. The Company shall be solely responsible, either through its employees or its authorized contractors, for constructing, installing, and maintaining the Telecommunications System in a safe, thorough, and reliable manner in accordance with all applicable standards and using materials of good and durable quality. The Company shall assure that any person installing, maintaining, or

removing its facilities is fully qualified and familiar with all applicable standards. No third party shall tamper with, relocate, or otherwise interfere with the Company's facilities in the rights-of-way without the Company's approval and supervision; provided, however, that the Company shall make all reasonable efforts to coordinate with other users of the Streets to facilitate the execution of projects and minimize disruption in the public rights-of-way. All transmission and distribution structures, poles, other lines, and equipment installed by the Company for use in the Telecommunications System in accordance with this Agreement shall be located so as to minimize interference with the proper use of the Streets and the rights and reasonable convenience of property owners who own property adjoining the Streets.

2.3.2 Code Compliance. The Company shall comply with all applicable building, safety, and construction codes.

2.4 Conditions on Street Occupancy.

2.4.1 New Grades or Lines. If the grades or lines of any Street within the Franchise Area are lawfully changed at any time during the term of this Agreement, then the Company shall, upon at least ninety (90) days' advance written notice from the Franchising Authority and at the Company's own cost and expense, protect or promptly alter or relocate the Telecommunications System, or any part thereof, so as to conform with the new grades or lines. If public funds are available to any Person using the Street for the purpose of defraying the cost of any of the foregoing work, the Franchising Authority shall make application for such funds on behalf of the Company. The Company shall be entitled to reimbursement of its costs should any other utility be so compensated as a result of a required protection, alteration, or relocation of its facilities. Notwithstanding the above, the Company shall not be liable for the cost of protecting, altering, or relocating facilities, aerial or underground, where such work is required to accommodate a beautification project or private development project.

2.4.2 Relocation at Request of Third Party. The Company shall, upon reasonable prior written request of any Person holding a permit issued by the Franchising Authority to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Company may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii) the Company agrees to arrange for such temporary relocation to be accomplished as soon as reasonably practicable, not to exceed ninety (90) days without the prior agreement of the Franchising Authority.

2.4.3 Restoration of Streets. If in connection with construction, operation, maintenance, or repair of the Telecommunications System, the Company disturbs, alters, or damages any Street, the Company agrees that it shall at its own cost and expense restore the Street according to the standards set forth in the Alabama Department of Transportation's Utilities Manual. If the Franchising Authority reasonably believes that the Company has not restored the Street appropriately, then the Franchising Authority, after providing ten (10) business days' advance written notice and a reasonable opportunity to cure, may have the Street restored and bill the Company for the cost of restoration.

2.4.4 Trimming of Trees and Shrubbery. The Company shall have the authority to trim trees or other natural growth overhanging any of its Telecommunications System in the Franchise Area so as to prevent contact with the Company's wires, lines, cables, or other equipment, subject to all applicable local ordinances, rules and regulations, and the cost of such trimming shall not be borne by the Franchising Authority.

2.4.5 Aerial and Underground Construction. If at the time of Telecommunications System construction all of the transmission and distribution facilities of all of the respective public or municipal utilities in the construction area are underground, the Company shall place its Telecommunications System's transmission and distribution facilities underground. At the time of Telecommunications System construction, in any place within the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Company shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aurally or underground; however, at such time as all existing aerial facilities of the respective public or municipal utilities are placed underground, the Company shall likewise place its facilities underground, subject to the provisions of Section 2.4.1. Company facilities placed underground at the property owner's request in any area where any of the transmission or distribution facilities of the respective public or municipal utilities are aerial shall be installed with the additional expense paid by the property owner. Nothing in this Section 2.4.5 shall be construed to require the Company to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment. The Company shall be entitled to expand and upgrade its System as it deems reasonably necessary.

2.4.6 Use of Existing Poles. Where possible, the Company shall attach its facilities to existing utility poles and shall use all reasonable efforts to enter into a pole attachment agreement with the owners of such existing utility poles. The Franchising Authority acknowledges that the Company may pass through to Subscribers the costs of attaching to existing utility poles in the Franchise Area, and does not object.

2.5 Change in Franchise Area. In the event that the borders of the Franchise Area change, through annexation or otherwise, the Franchising Authority shall provide to the Company written notice of such change, including an updated map of the Franchise Area. Franchise fees on gross revenues earned from Subscribers in annexed areas shall not be payable to the Franchising Authority until sixty (60) days after the Company's receipt of such updated map, and shall not be remitted to the Franchising Authority until the next regularly scheduled quarterly franchise fee payment as provided in Section 4.1.2 below.

SECTION 3 CUSTOMER SERVICE

Customer Service. The Company shall comply in all respects with the requirements set forth in Appendix B. A minor violation of those requirements does not constitute a breach of this Agreement.

SECTION 4
COMPENSATION AND OTHER PAYMENTS

4.1 Compensation to the Franchising Authority. As compensation for the Franchise, the Company shall pay or cause to be paid to the Franchising Authority the amounts set forth in this Section 4.1.

4.1.1 Franchise Fees—Amount. The Company shall pay to the Franchising Authority franchise fees in an amount equal to five percent (5%) of Gross Revenues derived from the operation of the Telecommunications System to provide Telecommunications Services in the Franchise Area. See Appendix C regarding Minimum Annual Franchise and payment of Franchise Fees.

4.1.2 Franchise Fees—Payment. Payments of franchise fees shall be made on a quarterly basis and shall be remitted not later than thirty (30) days after the last day of March, June, September, and December throughout the term of this Agreement.

4.1.3 Company to Submit Franchise Fee Report. The Company shall submit to the Franchising Authority, not later than thirty (30) days after the last day of March, June, September, and December throughout the term of this Agreement, a report setting forth the basis for the computation of Gross Revenues on which the quarterly payment of franchise fees is being made.

4.1.4 Franchise Fee Payments Subject to Audit; Remedy for Underpayment. No acceptance of any franchise fee payment by the Franchising Authority shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount or a release of any claim that the Franchising Authority may have for further or additional sums payable under this Agreement. The Franchising Authority may conduct an audit no more than once annually to ensure payments in accordance with this Agreement. The audit of the Company's records shall take place at a location, in the State of Alabama, determined by the Company. The Franchising Authority is prohibited from removing any records, files, spreadsheets, or any other documents from the site of the audit. The audit period shall be limited to six (6) years preceding the end of the quarter of the most recent payment.

If, as a result of an audit or any other review, the Franchising Authority determines that the Company has underpaid franchise fees in any twelve (12) month period by ten percent (10%) or more, then, in addition to making full payment of the relevant obligation, the Company shall reimburse the Franchising Authority for all of the reasonable costs associated with the audit or review, including all reasonable out-of-pocket costs for attorneys, accountants, and other consultants. The Franchising Authority shall provide the Company with a written notice of audit results and a copy of the final report presented to the Franchising Authority. The Company shall remit any undisputed amounts owed to the Franchising Authority as the result of the audit within forty-five (45) days, or other mutually acceptable timeframe, after the date of an executed settlement and release agreement.

4.2 Payments Not to Be Set Off Against Taxes or Vice Versa. The parties agree that the compensation and other payments to be made pursuant to this Section 4 are not a tax and are not in the nature of a tax.

4.3 Interest on Late Payments. If any payment required by this Agreement is not actually received by the Franchising Authority on or before the applicable date fixed in this Agreement, the Company shall pay interest thereon, from the due date to the date paid, at a rate of one percent (1%) per month.

SECTION 5 COMPLIANCE REPORTS

5.1 Compliance. To the best of its knowledge, the Franchising Authority hereby acknowledges that as of the Effective Date, the Company is in material compliance with all material laws, rules, and ordinances of the Franchising Authority.

5.2 Reports. Upon written request by the Franchising Authority, the Company shall promptly submit to the Franchising Authority such information as may be necessary to reasonably demonstrate the Company's compliance with any term or condition of this Agreement.

5.3 File for Public Inspection. Throughout the term of this Agreement, the Company shall maintain and make available to the public those documents required pursuant to the FCC's rules and regulations.

5.4 Treatment of Proprietary Information. The Franchising Authority agrees to treat as confidential, to the maximum extent allowed under the Alabama Public Records Law (Ala. Code § 36-12-40, *et seq.*) or other applicable law, any requested documents submitted by the Company to the Franchising Authority that are labeled as "Confidential" or "Trade Secret" prior to submission. In the event that any documents submitted by the Company to the Franchising Authority are subject to a request for inspection or production, including but not limited to a request under the Alabama Public Records Law, the Franchising Authority shall notify the Company of the request as soon as practicable and in any case prior to the release of such information, by email or facsimile to the addresses provided in Section 10.6 of this Agreement, so that the Company may take appropriate steps to protect its interests in the requested records, including seeking an injunction against the release of the requested records. Upon receipt of said notice, the Company may review the requested records in the Franchising Authority's possession and designate as "Confidential" or "Trade Secret" any additional portions of the requested records that contain confidential or proprietary information.

5.5 Emergency Alert System. Company shall install and maintain an Emergency Alert System in the Franchise Area only as required under applicable federal and state laws. Additionally, the Franchising Authority shall permit only those Persons appropriately trained and authorized in accordance with applicable law to operate the Emergency Alert System equipment and shall take reasonable precautions to prevent any use of the Company's Telecommunications System in any manner that results in inappropriate use thereof, or any loss or damage to the Telecommunications System. Except to the extent expressly prohibited by law, the Franchising Authority shall hold the

Company and its employees, officers, and assigns harmless from any claims arising out of use of the Emergency Alert System, including but not limited to reasonable attorneys' fees and costs.

SECTION 6 ENFORCEMENT

6.1 Notice of Violation. If the Franchising Authority believes that the Company has not complied with the terms of this Agreement, the Franchising Authority shall first informally discuss the matter with the Company. If discussions do not lead to a resolution of the problem, the Franchising Authority shall notify the Company in writing of the nature of the alleged noncompliance ("Violation Notice").

6.2 Company's Right to Cure or Respond. The Company shall have thirty (30) days from the receipt of the Violation Notice, or any longer period specified by the Franchising Authority, to respond; cure the alleged noncompliance; or, if the alleged noncompliance, by its nature, cannot be cured within thirty (30) days, initiate reasonable steps to remedy the matter and provide the Franchising Authority a projected resolution date in writing.

6.3 Hearing. If the Company fails to respond to the Violation Notice received from the Franchising Authority, or the alleged noncompliance is not remedied within the cure period set forth above, the Franchising Authority's governing body shall schedule a hearing if it intends to continue its investigation into the matter. The Franchising Authority shall provide the Company at least thirty (30) days' prior written notice of the hearing, specifying the time, place, and purpose of the hearing. The Company shall have the right to present evidence and to question witnesses. The Franchising Authority shall determine if the Company has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, the Company may petition for reconsideration before any competent tribunal having jurisdiction over such matters.

6.4 Enforcement. Subject to applicable federal and state law, if after the hearing provided for in Section 6.3, the Franchising Authority determines that the Company is in default of the provisions addressed in the Violation Notice, the Franchising Authority may

- (a) seek specific performance;
- (b) commence an action at law for monetary damages or seek other equitable relief; or
- (c) in the case of a substantial default of a material provision of this Agreement, seek to revoke the Franchise in accordance with subsection 6.5 below.

6.5 Revocation.

6.5.1 After the hearing and determination provided for in Section 6.3 and prior to the revocation or termination of the Franchise, the Franchising Authority shall give written notice to the Company of its intent to revoke the Franchise on the basis of an alleged substantial default of a material provision of this Agreement. The notice shall set forth the exact nature of the alleged default. The Company shall have thirty (30) days from receipt of such notice to submit its written objection to the Franchising Authority or to cure the

alleged default. If the Franchising Authority is not satisfied with the Company's response, the Franchising Authority may seek to revoke the Franchise at a public hearing. The Company shall be given at least thirty (30) days' prior written notice of the public hearing, specifying the time and place of the hearing and stating the Franchising Authority's intent to revoke the Franchise.

6.5.2 At the public hearing, the Company shall be permitted to state its position on the matter, present evidence, and question witnesses, after which the Franchising Authority's governing board shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Company within ten (10) business days. The decision of the Franchising Authority's governing board shall be made in writing and shall be delivered to the Company. The Company may appeal such decision to an appropriate court, which shall have the power to review the decision of the Franchising Authority's governing board. The Company may continue to operate the Telecommunications System until all legal appeals procedures have been exhausted.

6.5.3 Notwithstanding the provisions of this Section 6, the Company does not waive any of its rights under federal law or regulation.

6.6 Technical Violations. The parties hereby agree that it is not the Franchising Authority's intention to subject the Company to penalties, fines, forfeiture, or revocation of the Agreement for so-called "technical" breach(es) or violation(s) of the Agreement, where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area or where strict performance would result in practical difficulties and hardship to the Company which outweigh the benefit to be derived by the Franchising Authority or Subscribers.

SECTION 7 ASSIGNMENTS AND OTHER TRANSFERS

The Franchise shall be fully transferable to any successor in interest to the Company. A notice of transfer shall be filed by the Company to the Franchising Authority within forty-five (45) days of such transfer. The transfer notification shall consist of an affidavit signed by an officer or general partner of the transferee that contains the following:

- (a) an affirmative declaration that the transferee shall comply with the terms and conditions of this Agreement, all applicable federal, state, and local laws, regulations, and ordinances regarding the placement and maintenance of facilities in any public right-of-way that are generally applicable to users of the public right-of-way and specifically including the Alabama Underground Damage Prevention Act (Ala. Code § 37-15-1, *et seq.*);
- (b) a description of the transferee's service area; and
- (c) the location of the transferee's principal place of business and the name or names of the principal executive officer or officers of the transferee.

No affidavit shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Company in the Franchise or in the

Telecommunications System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Uniti Group Inc. or Southern Light, LLC.

SECTION 8 INSURANCE AND INDEMNITY

8.1 Insurance.

8.1.1 Liability Insurance. Throughout the term of this Agreement, the Company shall, at its sole expense, maintain comprehensive general liability insurance, issued by a company licensed to do business in the State of Alabama with a rating of not less than “A minus,” and provide the Franchising Authority certificates of insurance demonstrating that the Company has obtained the insurance required in this Section 8.1.1. This liability insurance policy or policies shall be in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury or death of any one person, One Million Dollars (\$1,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and One Million Dollars (\$1,000,000.00) for property damage resulting from any one accident. The policy or policies shall not be canceled except upon thirty (30) days’ prior written notice of cancellation to the City.

8.1.2 Workers’ Compensation. The Company shall ensure its compliance with the Alabama Workers’ Compensation Law.

8.2 Indemnification. The Company shall indemnify, defend, and hold harmless the Franchising Authority, its officers, employees, and agents acting in their official capacities from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Company’s construction, operation, maintenance, or removal of the Telecommunications System, including but not limited to reasonable attorneys’ fees and costs, provided that the Franchising Authority shall give the Company written notice of its obligation to indemnify and defend the Franchising Authority within thirty (30) business days of receipt of a claim or action pursuant to this Section 8.2. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority. Notwithstanding the foregoing, the Company shall not be obligated to indemnify the Franchising Authority for any damages, liability, or claims resulting from the willful misconduct of the Franchising Authority or for the Franchising Authority’s use of the Telecommunications System.

8.3 Liability and Indemnity. In accordance with the Telecommunications Act, the Franchising Authority, its officials, employees, members, or agents shall have no liability to the Company arising from the regulation of Telecommunications Service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Franchise. Any relief, to the extent such relief is required by any other provision of federal, state, or local law, shall be limited to injunctive relief and declaratory relief.

**SECTION 9
PUBLIC, EDUCATION, GOVERNMENT ACCESS**

NOTE: AS LONG AS THE COMPANY DOES NOT PROVIDE VIDEO SERVICE OR CABLE SERVICE, THIS SECTION 9 SHALL NOT APPLY.

9.1 Channel Capacity. The Company agrees to make available channel capacity, up to one (1) fully dedicated Channel position, on the digital tier, to be designated for non-commercial, non-revenue generating public, educational, or governmental (“PEG”) access purposes. Unused time on the PEG Channel position may be utilized by the Company subject to terms to be mutually agreed upon by the Company and the Franchising Authority. The Company shall provide the PEG channel within one hundred eighty (180) days of the Franchising Authority’s request.

9.2 Channel Positions. At any time during the term of this Agreement and at the Company’s sole option and discretion, the Company may (i) change the transmission technology by which PEG access programming is delivered to Subscribers, provided, however, that the quality of PEG access programming transmitted over the System to Subscribers is of a quality comparable to that which was delivered to the Company by the PEG programmer, or (ii) relocate any PEG programming to a Channel position on its lowest digital tier service delivered to all of the Company’s Subscribers. The Company shall notify the Franchising Authority at least thirty (30) days in advance of such changes.

9.3 Ownership. The Company does not relinquish its ownership of its ultimate right of control over a Channel position by designating it for PEG access use. A PEG access user, whether such user is an individual, educational, or governmental user, acquires no property or other interest in the Channel position by virtue of the use of a Channel position so designated.

9.4 Equipment. It shall be the sole responsibility of the Franchising Authority to obtain, provide, and maintain any equipment necessary to produce and broadcast PEG programming over the System. The Company shall not be responsible for obtaining, providing, or maintaining any such equipment.

9.5 No Liability. The Company shall have no liability nor shall it be required to provide indemnification to the Franchising Authority for PEG programming broadcast over the Telecommunications System.

**SECTION 10
MISCELLANEOUS**

10.1 Controlling Authorities. This Agreement is made with the understanding that its provisions are controlled by the Telecommunications Act, other federal laws, state laws, and all applicable local laws, ordinances, and regulations. Subject to Section 1.4 above, to the extent such local laws, ordinances, or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of such local laws, ordinances, or regulations shall prevail.

10.2 Appendices. The Appendices to this Agreement and all portions thereof are, except as otherwise specified in this Agreement, incorporated by reference in and expressly made a part of this Agreement.

10.3 Enforceability of Agreement; No Opposition. By execution of this Agreement, the Company and the Franchising Authority acknowledges the validity of the terms and conditions of this Agreement under applicable law in existence on the Effective Date and pledges that it will not assert in any manner at any time or in any forum that this Agreement, the Franchise, or the processes and procedures pursuant to which this Agreement was entered into and the Franchise was granted are not consistent with the applicable law in existence on the Effective Date.

10.4 Governmental Powers. The Franchising Authority expressly reserves the right to exercise the full scope of its powers, including, but not limited to, its police power and contracting and governmental authority, to promote the public interest and to protect the health, safety, and welfare of the citizens of the City of Spanish Fort, Alabama.

10.5 Entire Agreement. This Agreement, including all Appendices, embodies the entire understanding and agreement of the Franchising Authority and the Company with respect to the subject matter hereof and merges and supersedes all prior representations, agreements, and understandings, whether oral or written, between the Franchising Authority and the Company with respect to the subject matter hereof, including without limitation all prior drafts of this Agreement and any Appendix to this Agreement, and any and all written or oral statements or representations by any official, employee, agent, attorney, consultant, or independent contractor of the Franchising Authority or the Company.

10.6 Notices. All notices shall be in writing and shall be sufficiently given and served upon the other party by first class mail, registered or certified, return receipt requested, postage prepaid; by third-party commercial carrier; or via facsimile (with confirmation of transmission) and addressed as follows:

THE FRANCHISING AUTHORITY:
City of Spanish Fort
Attn: Mayor
7361 Spanish Fort Blvd
Spanish Fort, Alabama 36527

COMPANY:
Southern Light, LLC
Attn: Kelly A. McGriff, Esq.
Vice President and Deputy General Counsel
Uniti Group Inc.
107 St. Francis Street, Suite 1800
Mobile, Alabama 36602

10.7 Additional Representations and Warranties. In addition to the representations, warranties, and covenants of the Company to the Franchising Authority set forth elsewhere in this Agreement, the Company represents and warrants to the Franchising Authority and covenants and agrees (which representations, warranties, covenants and agreements shall not be affected or waived by any inspection or examination made by or on behalf of the Franchising Authority) that, as of the Effective Date:

10.7.1 Organization, Standing, and Authorization. The Company is a limited liability company validly existing and in good standing under the laws of the State of Alabama and is duly authorized to do business in the State of Alabama and in the Franchise Area.

10.7.2 Compliance with Law. The Company, to the best of its knowledge, has obtained all government licenses, permits, and authorizations necessary for the operation and maintenance of the Telecommunications System.

10.8 Maintenance of System in Good Working Order. Until the termination of this Agreement and the satisfaction in full by the Company of its obligations under this Agreement, in consideration of the Franchise, the Company agrees that it will maintain all of the material properties, assets, and equipment of the Telecommunications System, and all such items added in connection with any upgrade, in good repair and proper working order and condition throughout the term of this Agreement.

10.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted transferees, and assigns. All of the provisions of this Agreement apply to the Company, its successors and assigns.

10.10 No Waiver; Cumulative Remedies. No failure on the part of the Franchising Authority or the Company to exercise, and no delay in exercising, any right or remedy hereunder including without limitation the rights and remedies set forth in this Agreement, shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other right or remedy, all subject to the conditions and limitations established in this Agreement. The rights and remedies provided in this Agreement including without limitation the rights and remedies set forth in Section 6 of this Agreement, are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Agreement shall impair any of the rights or remedies of the Franchising Authority or Company under applicable law, subject in each case to the terms and conditions of this Agreement.

10.11 Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions of this Agreement, which shall continue in full force and effect.

10.12 No Agency. The Company shall conduct the work to be performed pursuant to this Agreement as an independent entity and not as an agent of the Franchising Authority.

10.13 Governing Law. This Agreement shall be deemed to be executed in the City of Spanish Fort, Alabama, and shall be governed in all respects, including validity, interpretation, and effect, by and construed in accordance with the laws of the State of Alabama, as applicable to contracts entered into and to be performed entirely within that state.

10.14 Claims Under Agreement. The Franchising Authority and the Company, agree that, except to the extent inconsistent with any applicable provisions of the Telecommunications Act, any and all claims asserted by or against the Franchising Authority arising under this Agreement or related thereto shall be heard and determined either in a court of the United States located in Alabama

("Federal Court") or in a court of the State of Alabama of appropriate jurisdiction ("Alabama State Court"). To effectuate this Agreement and intent, the Company agrees that if the Franchising Authority initiates any action against the Company in Federal Court or in Alabama State Court, service of process may be made on the Company either in person or by registered mail addressed to the Company at its offices as defined in Section 10.6, or to such other address as the Company may provide to the Franchising Authority in writing.

10.15 Modification. The Company and Franchising Authority may at any time during the term of this Agreement seek a modification, amendment, or waiver of any term or condition of this Agreement. No provision of this Agreement nor any Appendix to this Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Company, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution, letter of agreement, or order by the Franchising Authority, as required by applicable law.

10.16 Delays and Failures Beyond Control of Company. Notwithstanding any other provision of this Agreement, the Company shall not be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this Agreement due to strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, technical failure, sabotage, or other events, where the Company has exercised all due care in the prevention thereof, to the extent that such causes or other events are beyond the control of the Company and such causes or events are without the fault or negligence of the Company. In the event that any such delay in performance or failure to perform affects only part of the Company's capacity to perform, the Company shall perform to the maximum extent it is able to do so and shall take all steps within its power to correct such cause(s). The Company agrees that in correcting such cause(s), it shall take all reasonable steps to do so in as expeditious a manner as possible. The Company shall promptly notify the Franchising Authority in writing of the occurrence of an event covered by this Section 10.16.

10.17 Duty to Act Reasonably and in Good Faith. The Company and the Franchising Authority shall fulfill their obligations and exercise their rights under this Agreement in a reasonable manner and in good faith. Notwithstanding the omission of the words "reasonable," "good faith," or similar terms in the provisions of this Agreement, every provision of this Agreement is subject to this section.

10.18 Contractual Rights Retained. Nothing in this Agreement is intended to impair the contractual rights of the Franchising Authority or the Company under this Agreement.

10.19 No Third-Party Beneficiaries. Nothing in this Agreement, or any prior agreement, is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of such agreements or Franchise.

IN WITNESS WHEREOF, the party of the first part, by its Mayor, thereunto duly authorized by the City Council of said Franchising Authority, has caused the name of said Franchising Authority to be hereunto signed and the corporate seal of said Franchising Authority to be hereunto affixed, and the Company, the party of the second part, by its officers thereunto

duly authorized, has caused its name to be hereunto signed and its seal to be hereunto affixed as of the date and year first above written.

City of Spanish Fort, Alabama

By: _____

Name:

Title: Mayor

(Seal)

Attest: _____

Date: _____

Southern Light, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

Attest: _____

Date: _____

APPENDIX A DEFINED TERMS

For purposes of the Agreement to which this Appendix A is appended, the following terms, phrases, words, and their derivations shall have the meanings set forth herein, unless the context clearly indicates that another meaning is intended.

“Agreement” means the Agreement to which this Appendix A is appended, together with all Appendices attached thereto and all amendments or modifications thereto.

“Cable Act” means Title VI of the Communications Act of 1934 as amended, 47 U.S.C. § 521, *et seq.*

“Cable Service” means the one-way transmission to Subscribers of Video Programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service. “Telecommunications Service” does not include any Video Programming provided by a commercial mobile service provider as defined in 47 U.S.C. § 332(d).

“Cable Service Provider” or **“CSP”** means any person or group of persons (A) who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System, or (B) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

“Cable System” means a facility, consisting of a set of closed transmission paths and associated Signal generation, reception, and control equipment, that is designed to provide Cable Service, which includes Video Programming and which is provided to multiple Subscribers within a community, but “Cable System” does not include:

(A) a facility that serves only to retransmit the television Signals of one (1) or more television broadcast stations;

(B) a facility that serves Subscribers without using any public right-of-way as defined herein;

(C) a facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. §§201–276, except that such facility shall be considered a Cable System, other than for purposes of __47 U.S.C. § ____, to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;

(D) an open video system that complies with 47 U.S.C. § 573; or

(E) any facilities of any electric utility used solely for operating its electric utility system.

“Channel” means a “channel” as defined in __ U.S.C. § ____.

“Company” means Southern Light, LLC, a limited liability company validly existing under the laws of the State of Delaware, or lawful successor, transferee, designee, or assignee thereof.

“FCC” means the Federal Communications Commission, its designee, or any successor thereto.

“Franchise Area” means the incorporated areas of the City of Spanish Fort, Alabama, including any areas annexed by the Franchising Authority during the term of the Franchise.

“Franchising Authority” means the City of Spanish Fort, Alabama, or lawful successor, transferee, designee, or assignee thereof.

“Gross Revenues” means: all revenue derived by Company, its affiliates, subsidiaries, or parent, or Person from the operation of its Telecommunications System to provide Telecommunications Service within the Franchise Area. Gross Revenues shall include, but not be limited to, Telecommunications Service fees, advertising sales booked in accordance with Applicable Laws and GAAP, home shopping revenue, installation, disconnection and reconnection fees, equipment rental fees, late fees, guides and Franchise Fees. The term Gross Revenue shall not include refundable deposits, bad debt (provided that if amounts previously representing bad debt are collected, then those amounts shall be included in Gross Revenues for the period in which they are collected), investment income, programming launch support payments so long as not booked as revenue by Company, nor any taxes on services furnished by Company imposed by any county, state, or other governmental unit and collected by Company for such governmental unit or non-sufficient fund charges. A Franchise Fee is not such a tax. The Franchising Authority acknowledges and accepts that Company maintains its books and records in accordance with Generally Accepted Accounting Principles ("GAAP").

Resolution of any disputes over the classification of revenue should first be attempted by agreement of the Parties, but should no resolution be reached, the Parties agree that deference shall be given to generally accepted accounting principles ("GAAP") as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/ or the U.S. Securities and Exchange Commission ("SEC"). Notwithstanding the forgoing, the Franchising Authority reserves its right to challenge Company's calculation of Gross Revenues, including the use or interpretation of GAAP as promulgated and defined by the FASB, EITF and/or the SEC.

Notwithstanding anything in this Agreement to the contrary, the Franchising Authority reserves the right to charge a franchise fee on the gross revenues from any and all services or equipment provided by the Company to the extent allowed by law, as the same may be amended, and may impose, charge, levy, decrease or increase such fee upon sixty (60) days written notice to the Company.

“Person” means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not mean the Franchising Authority.

“**Signal**” means any transmission of radio frequency energy or of optical information.

“**Streets**” means the surface of, and the space above and below, any and all streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parkways, and waterways within and belonging to the Franchising Authority and any other property within the Franchise Area to the extent to which there exist public easements or public rights-of-way.

“**Subscriber**” means any Person lawfully receiving Video Service from a Video Service Provider, Cable Service from a Cable Service Provider, or Telecommunications Service from a Telecommunications Service Provider.

“**Telecommunications**” means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

“**Telecommunications Service**” means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

“**Telecommunications Act**” means Title 47 of the Communications Act of 1934, 47 U.S.C. § 151, *et seq.*, as it may be amended and applicable to Franchisee.

“**Telecommunications Service Provider**” or “**TSP**” means any person or group of persons (A) who provides Telecommunications Service over a Telecommunications System and directly or through one or more affiliates owns a significant interest in such Telecommunications System, or (B) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Telecommunications System.

“**Telecommunications System**” means a facility, consisting of pipes, transmission lines, meters, equipment and other facilities associated with the operation of a fiber optics transmission line by the Franchisee to provide Telecommunications Service.

“**Video Programming**” means programming provided by or generally considered comparable to programming provided by a television broadcast station, as set forth in 47 U.S.C. § 522(20).

“**Video Service**” means the provision of Video Programming through wireline facilities located at least in part in the public rights-of-way without regard to delivery technology, including Internet protocol technology. This definition does not include any Video Programming provided by a commercial mobile service provider as defined in 47 U.S.C. § 332(d) or Video Programming provided as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public Internet.

“**Video Service Provider**” or “**VSP**” means an entity providing Video Service as defined herein, but does not include a Cable Service Provider.

APPENDIX B
CUSTOMER SERVICE STANDARDS

Customer service standards shall be such standards as may be set forth in the contracts between Franchisee and its customers and as required by municipal, state and federal laws, rules and regulations, including, but not limited to, the Telecommunications Act.

APPENDIX C

FRANCHISE FEE AND PAYMENTS

The Franchisee shall pay a quarterly fee equal to the greater of twenty-five percent (25%) of the Minimum Annual Franchisee Fee of Eighteen Thousand Dollars (\$18,000.00) or five percent (5%) of the Franchisee's quarterly gross receipts from the provision of services in the City.

All payments made under the terms of this Agreement shall be made within forty-five (45) business days after the close of each fiscal quarter, and the Franchisee shall file a statement with the City, signed by an authorized accounting or financial representative of the Franchisee, setting forth the gross receipts derived in the preceding quarter. Acceptance of any fee payment shall not be deemed a waiver or release of any claims the City may have for additional sums, nor construed as an accord or agreement that the amount paid is correct.

If any payment is not received by the City on the date due, the Franchisee shall pay interest on any such unpaid portion at the rate of fifteen percent (15%) per annum from the first day after the same shall become due until paid to the City, and the Franchisee shall reimburse the City for all costs incurred by the City in collecting or attempting to collect any sums due under this Agreement, including, but not limited to, reasonable attorney's fees and court costs.

Based on information provided by the Franchisee and in recognition of the expense and time required to design, install and construct the system, including individual customer services, the minimum annual franchisee fee shall be paid by the provision of services and equipment by Franchisee as follows:

1. The Franchisee shall be given a credit of \$18,000.00 toward the minimum annual franchise fee for the provision of the in-kind services set forth below:
 - A. The Franchisee shall provide (1) 50 Mbps of Fiber Optic Internet at the Community Center, (1) 50 Mbps of Fiber Optic Internet at the Police Department, (1) 50 Mbps of Fiber Optic Internet at the Fire Station 1 and (1) 50 Mbps Fiber Optic Internet at Fire Station 2. Each facility will be provided with one static IP address unless more are purchased.
 - B. The Franchisee shall provide the same Internet service to all City owned, operated or leased facilities, including, but not limited to, all municipal buildings, police department, fire department, library, and any other municipal building constructed or leased hereafter ("municipal property").
 - C. The Franchisee agrees to extend its existing backbone up to 1,000' along the rights-of-way to reach City owned, operated or

leased property and to extend all necessary lines to reach municipal facilities on said property.

- D. The Franchisee shall provide one IP/30 at each building.
- E. The following services will be provided as set forth below:
 - (i) Additional static IP addresses of /30s or \$10/month;
 - (ii) Additional 5 usable IPv4 addresses or /29 are \$50 per month; and
 - (iii) IPv6 addresses will be made available for no additional fees per month.

2. The Franchisee shall receive a credit of \$10,000.00 toward the application fee charged by the City by providing the following services:

A. The Franchisee shall provide fiber installation and services at the entrance to the Community Center. The Franchisee has established a market value for the services to be provided between \$5,000.00 and \$10,000.00. The Franchisee will provide service to any other City building entrance as described above at the Franchisee's cost.

B. The Franchisee will provide standard telecom equipment of the Franchisee's choosing for the delivery of IP service to the City at no cost. The Franchisee has established a market value for this item at approximately \$4,500.00. The Franchisee will be responsible for installing the aforementioned items at the Community Center and ensuring that the system is operational.

C. Franchisee shall provide all necessary equipment and lines to provide Fiber Optic Internet to the City and all facilities owned, operated or leased by the City.

3. In the event three percent (5%) of the Franchisees gross receipts from the provision of services in the corporate limits of the City of Spanish Fort exceeds \$18,000.00, the Franchisee shall be responsible for paying the difference in accordance with the terms set forth above.

After January 1, 2005, the City Council may elect at any time and from time to time to increase the franchise fee or compensation payable by the Franchisee to a percentage or amount deemed appropriate by the City Council, but in no event shall such percentage or amount be increased above the maximum percentage or amount allowable under the law.

SECTION 2. Severability Clause. If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

SECTION 3. Repealer Clause. Any Ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

SECTION 4. Effective Date. This Ordinance shall become effective only upon receipt of a written unconditional acceptance by the Franchisee of the terms and conditions contained herein within thirty (30) days of the passage of this Ordinance.

ADOPTED AND APPROVED this _____ *day of* _____, **2024.**

CITY OF SPANISH FORT, ALABAMA

BY: _____
Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines
City Clerk, CMC

ORDINANCE NO. 684-2024

AN ORDINANCE ANNEXING CERTAIN PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA

WHEREAS, on the 10th day of June, 2024, Wade Oney and Elizabeth Oney, being the owners of the parcel of real property hereinafter described, filed with the City Clerk of the City of Spanish Fort a petition requesting that said property be annexed into the corporate limits of the City of Spanish Fort; and

WHEREAS, said petition contained a description of the subject property, the signature of the owners of the subject property and a map of the subject property showing its relationship to the corporate limits of the City of Spanish Fort; and

WHEREAS, the City Council has determined that said property is contiguous to the corporate limits of the City of Spanish Fort and does not lie within the corporate limits of any other municipality; and

WHEREAS, the City Council of the City of Spanish Fort has determined that it is in the best interest of the City that the property described in Section 1 hereof be annexed into the corporate limits of the City of Spanish Fort, and that all of the requirements of Ala. Code §11-42-20 through §11-42-24 (1975), as amended, have been met.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:

SECTION 1. Consent to Annexation.

The City Council of the City of Spanish Fort, Alabama, hereby assents to the annexation of the property described below into the corporate limits of the City of Spanish Fort. The boundary lines and corporate limits of the City of Spanish Fort are hereby altered, extended and rearranged so as to embrace and include the additional property as described in Exhibit A and as depicted in Exhibit B of the petition filed by the owner of the property which is attached hereto as Exhibit 1 and incorporated by reference as though set forth fully herein.

SECTION 2. Filing in Probate Court.

The City Clerk of the City of Spanish Fort is hereby directed to file a copy of this Ordinance, which includes a description of the subject property, in the Office of the Judge of Probate of Baldwin County, Alabama, as required by Ala. Code §11-42-21 (1975), as amended.

SECTION 3. Repealer Clause.

Any ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

SECTION 4. Severability Clause.

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

SECTION 5. Effective Date.

This Ordinance shall become effective immediately upon its adoption or as otherwise required by state law.

ADOPTED AND APPROVED this _____ *day of* _____, 2024.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk

Exhibit 1

PETITION FOR ANNEXATION OF CERTAIN PROPERTY INTO
THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA

TO THE CITY OF SPANISH FORT, ALABAMA:

We, Mag 7 LLC (hereinafter referred to as the Petitioners), the owners of the hereinafter described property, do hereby execute and file with the City Clerk of the City of Spanish Fort, Alabama, this written petition asking and requesting that the property hereinafter described be annexed into the corporate limits of the City of Spanish Fort in accordance with Ala. Code §§11-42-20 through 11-42-24 (1975), as amended. As grounds for said petition, the undersigned Petitioners submit and show the following:

1. The property made the subject of this petition and request for annexation to the City of Spanish Fort is described in Exhibit A which is attached hereto and incorporated by reference as though set forth fully herein.


2. A map of the property described in Exhibit A showing its relationship to the corporate limits of the City of Spanish Fort is attached hereto as Exhibit B and incorporated by reference as though set forth fully herein.

3. The undersigned Petitioners hereby certify that they are the sole owners of the property made the subject of this petition and request for annexation.

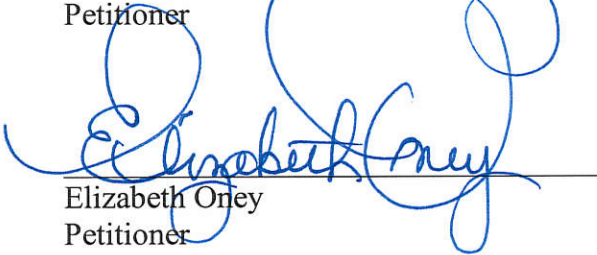
4. The undersigned Petitioners hereby represent and certify that the property described in Exhibit A is contiguous to the corporate limits of the City of Spanish Fort, and said property does not lie within the corporate limits of any other municipality. In addition, the undersigned Petitioners represent and certify that either (1) all of the property described in Exhibit A does not lie within the police jurisdiction of any other municipality, or (2) in the event any portion of the said property lies within the police jurisdiction of another municipality, the Petitioners hereby represents and certifies that all of the subject property is located closer to the corporate limits of the City of Spanish Fort than to any other municipality and satisfies the requirements for annexation as set forth in Ala. Code §11-42-21 (1975), as amended.

The Petitioners do hereby request that the City Council of the City of Spanish Fort adopt an ordinance assenting to the annexation of the above-described property into the corporate limits of the City of Spanish Fort.

IN WITNESS WHEREOF, the undersigned Petitioners have hereunto set their hand and seals on this the 10th day of June, 2024.



Wade Oney
Petitioner



Elizabeth Oney
Petitioner

STATE OF ALABAMA

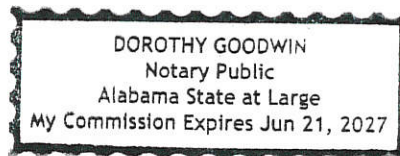
COUNTY OF BALDWIN

I, Dorothy Goodwin, Notary Public, in and for said County in said State, hereby certify that Wade Oney whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 10th day of June, 2024.

Dorothy Goodwin

Notary Public, Baldwin County, Alabama
My Commission Expires: 6-21-27



STATE OF ALABAMA

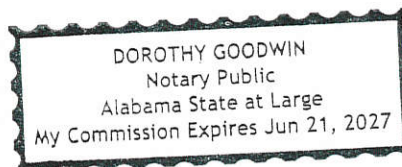
COUNTY OF BALDWIN

I, Dorothy Goodwin, a Notary Public, in and for said County in said State, hereby certify that Elizabeth Oney, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 10th day of June, 2024.

Dorothy Goodwin

Notary Public, Baldwin County, Alabama
My Commission Expires: 6-21-27



DESCRIPTION:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, WHITEHOUSE CREEK ACRES SUBDIVISION, AS RECORDED IN A MAP OR PLAT THEREOF, IN SLIDE 1262-B, IN THE OFFICE OF THE JUDGE OF PROBATE COURT, BALDWIN COUNTY, ALABAMA:

THENCE RUN SOUTHERLY ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 938 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA;

THENCE RUN WESTERLY ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 22 AND ALSO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 21, BOTH BEING IN TOWNSHIP 3 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA, A DISTANCE OF 3960 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA;

THENCE RUN NORTHERLY, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA,, A DISTANCE OF 1827 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERN BOUNDARY OF PARCEL NUMBER 05-29-05-21-0-000-001.002, CURRENT OWNER BEING DARYL LEE - LIFE ESTATE;

THENCE RUN SOUTHEASTERLY, ALONG SAID SOUTHERN BOUNDARY, A DISTANCE OF 166 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF PARCEL NUMBER 05-29-05-21-0-000-001.002, CURRENT OWNER BEING DARYL LEE - LIFE ESTATE;

THENCE RUN NORTHEASTERLY, ALONG THE EASTERN BOUNDARY OF PARCEL NUMBER 05-29-05-21-0-000-001.002, CURRENT OWNER BEING DARYL LEE - LIFE ESTATE, A DISTANCE OF 228 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF PARCEL NUMBER 05-29-05-21-0-000-001.002, CURRENT OWNER BEING DARYL LEE - LIFE ESTATE;

THENCE RUN NORTHWESTERLY, ALONG THE NORTHERN BOUNDARY OF PARCEL NUMBER 05-29-05-21-0-000-001.002, CURRENT OWNER BEING DARYL LEE - LIFE ESTATE, A DISTANCE OF 118 FEET, TO THE SOUTHEAST CORNER OF PARCEL NUMBER 05-29-05-21-0-000-001.001, CURRENT OWNER BEING DARYL LEE- LIFE ESTATE;

THENCE RUN NORTHEASTERLY, ALONG THE EASTERN BOUNDARY OF PARCEL NUMBER 05-29-05-21-0-000-001.001, CURRENT OWNER BEING DARYL LEE- LIFE ESTATE, A DISTANCE OF 243 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF PARCEL NUMBER 05-29-05-16-0-000-006.000, CURRENT OWNER BEING THOMAS EUGENE COOK SR.;

THENCE RUN NORTHERLY, ALONG THE EASTERN BOUNDARY OF PARCEL NUMBER 05-29-05-16-0-000-006.000, CURRENT OWNER BEING THOMAS EUGENE COOK SR., A DISTANCE OF 275 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF PARCEL NUMBER 05-29-05-16-0-000-006.000, CURRENT OWNER BEING THOMAS EUGENE COOK SR.;

THENCE RUN NORTHWESTERLY, ALONG THE NORTHERN BOUNDARY OF PARCEL NUMBER 05-29-05-16-0-000-006.000, CURRENT OWNER BEING THOMAS EUGENE COOK SR., A DISTANCE OF 334 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF PARCEL NUMBER 05-29-05-16-0-000-005.002, CURRENT OWNER BEING MILDRED DIANNE TENNANT;

THENCE RUN NORTHEASTERLY, ALONG THE EASTERN BOUNDARY OF PARCEL NUMBER 05-29-05-16-0-000-005.002, CURRENT OWNER BEING MILDRED DIANNE TENNANT, A DISTANCE OF 370 FEET, MORE OR LESS, TO THE SOUTHERN RIGHT-OF-WAY OF WHITEHOUSE FORK ROAD EXTENSION;

THENCE RUN SOUTHEASTERLY, ALONG SAID SOUTHERN RIGHT-OF-WAY, A DISTANCE OF 1964 FEET, MORE OR LESS, TO A POINT ON SAID SOUTHERN RIGHT-OF-WAY, BEING A DISTANCE OF 50 FEET, MORE OR LESS, FROM THE WESTERN BRIDGE END CROSSING WHITEHOUSE CREEK;

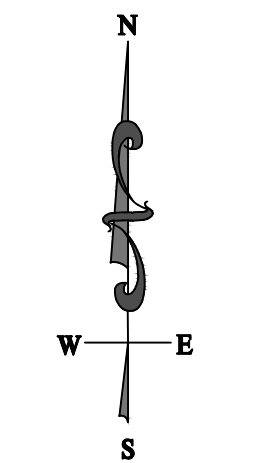
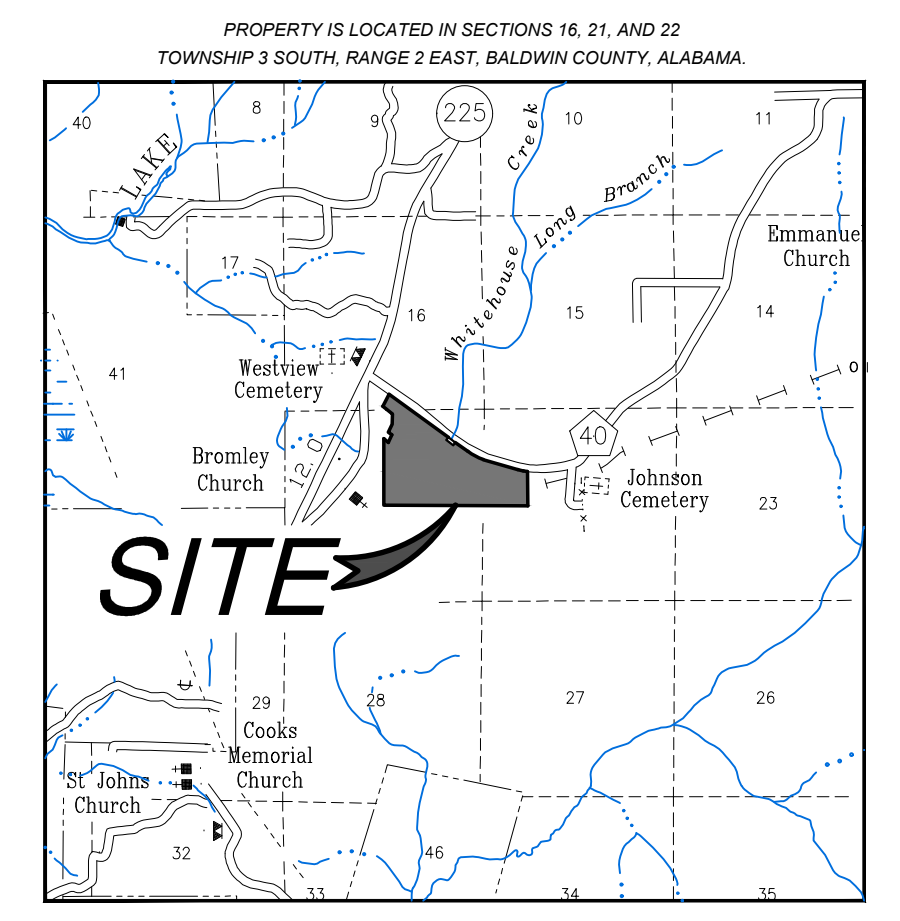
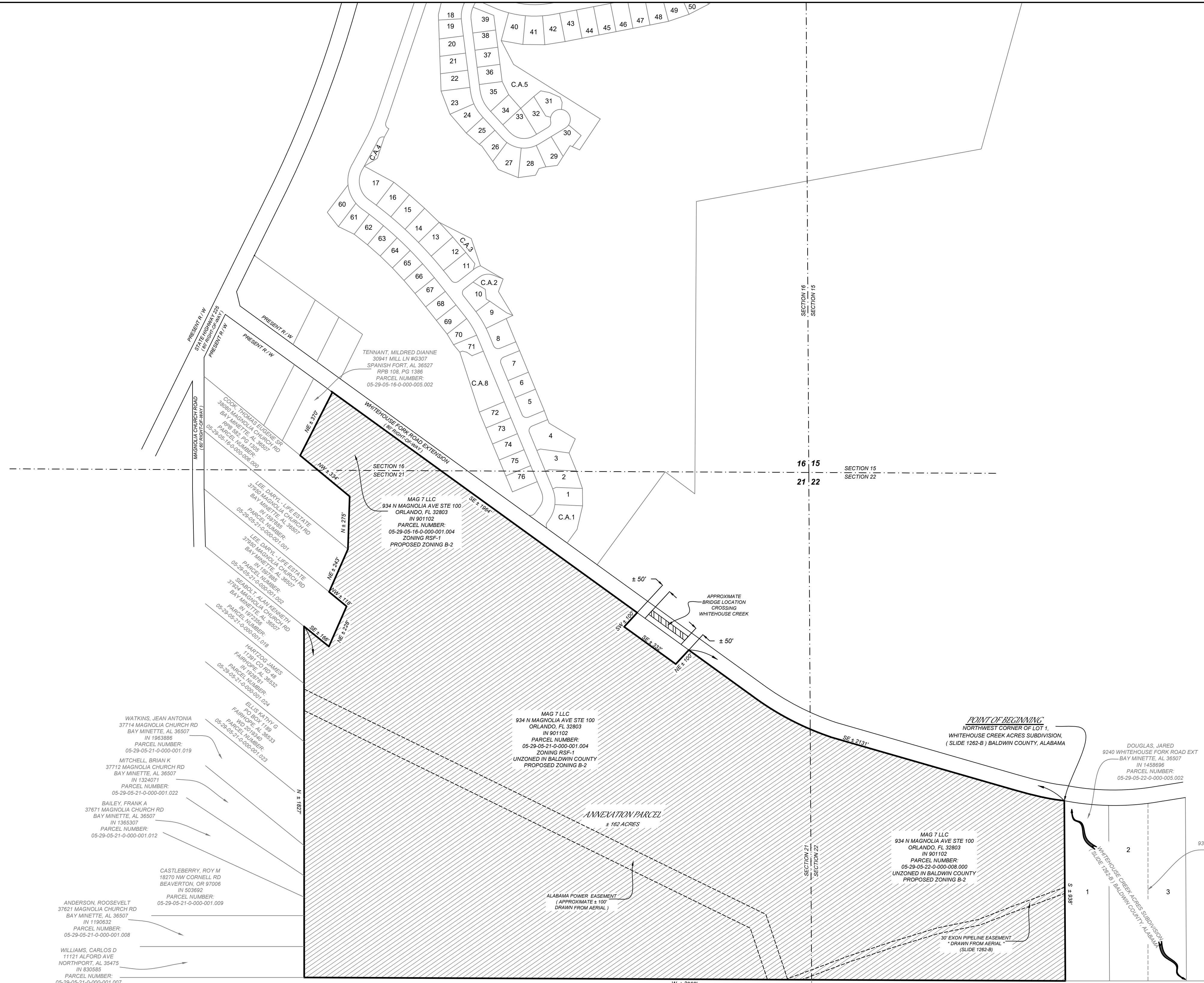
THENCE RUN SOUTHWESTERLY, LEAVING SAID SOUTHERN RIGHT-OF-WAY, A DISTANCE OF 100 FEET, MORE OR LESS;

THENCE RUN SOUTHEASTERLY A DISTANCE OF 332 FEET, MORE OR LESS;

THENCE RUN NORTHEASTERLY, A DISTANCE OF 100 FEET, MORE OR LESS, TO A POINT ON SAID SOUTHERN RIGHT-OF-WAY, BEING A DISTANCE OF 50 FEET, MORE OR LESS, FROM THE EASTERN BRIDGE END CROSSING WHITEHOUSE CREEK;

THENCE RUN SOUTHEASTERLY, ALONG SAID SOUTHERN RIGHT-OF-WAY, A DISTANCE OF 2131 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. SAID ANNEXATION PARCEL, CONTAINING 162 ACRES, MORE OR LESS, AND IS LYING IN AND BEING A PART OF SECTIONS 16, 21, AND 22, ALL BEING IN TOWNSHIP 3 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

(LEGAL DESCRIPTION ACCURACY IS NOT GUARANTEED AND WAS COMPOSED FROM PROBATE RECORDS. DESCRIPTION SHOULD BE USED FOR INFORMATIONAL PURPOSES ONLY BECAUSE OF NOT BEING DERIVED FROM AN ACCURATE BOUNDARY SURVEY OF THE LANDS DESCRIBED.)



SHEET SIZE (24"X36")

1 INCH = 300 FEET

LEGEND

S	SOUTHERLY
N	NORTHERLY
W	WESTERLY
E	EASTERLY
SW	SOUTHWESTERLY
SE	SOUTHEASTERLY
NW	NORTHWESTERLY
NE	NORTHEASTERLY
PG	PAGE
RFB	REAL PROPERTY BOOK
WD	WARRANTY DEED
IN	INSTRUMENT NUMBER

DESCRIPTION (NOT SURVEYED) ANNEXATION PARCEL:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, WHITEHOUSE CREEK ACRES SUBDIVISION, AS RECORDED IN A MAP OR PLAT THEREOF, IN SLIDE 1262-B, IN THE OFFICE OF THE JUDGE OF PROBATE COURT, BALDWIN COUNTY, ALABAMA:

THENCE RUN SOUTHERLY ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 938 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

THENCE RUN WESTERLY ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 22 AND ALSO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 21, BOTH BEING IN TOWNSHIP 3 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA, A DISTANCE OF 390 FEET, MORE OR LESS, TO A POINT ON THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

THENCE RUN NORTHERLY, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA, A DISTANCE OF 167 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERN BOUNDARY OF PARCEL NUMBER 05-29-05-21-0-000-001.002, CURRENT OWNER BEING DARYL LEE - LIFE ESTATE.

THENCE RUN SOUTHEASTERLY, ALONG SAID SOUTHERN BOUNDARY, A DISTANCE OF 166 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF PARCEL NUMBER 05-29-05-21-0-000-001.002, CURRENT OWNER BEING DARYL LEE - LIFE ESTATE.

THENCE RUN NORTHEASTERLY, ALONG THE EASTERN BOUNDARY OF PARCEL NUMBER 05-29-05-21-0-000-001.002, CURRENT OWNER BEING DARYL LEE - LIFE ESTATE, A DISTANCE OF 228 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF PARCEL NUMBER 05-29-05-21-0-000-001.002, CURRENT OWNER BEING DARYL LEE - LIFE ESTATE.

THENCE RUN NORTHWESTERLY, ALONG THE NORTHERN BOUNDARY OF PARCEL NUMBER 05-29-05-21-0-000-001.002, CURRENT OWNER BEING DARYL LEE - LIFE ESTATE, A DISTANCE OF 118 FEET, TO THE SOUTHWEST CORNER OF PARCEL NUMBER 05-29-05-21-0-000-001.001, CURRENT OWNER BEING DARYL LEE - LIFE ESTATE.

THENCE RUN NORTHEASTERLY, ALONG THE EASTERN BOUNDARY OF PARCEL NUMBER 05-29-05-21-0-000-001.001, CURRENT OWNER BEING DARYL LEE - LIFE ESTATE, A DISTANCE OF 243 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF PARCEL NUMBER 05-29-05-16-0-000-006.000, CURRENT OWNER BEING THOMAS EUGENE COOK SR.

THENCE RUN NORTHERLY, ALONG THE EASTERN BOUNDARY OF PARCEL NUMBER 05-29-05-16-0-000-006.000, CURRENT OWNER BEING THOMAS EUGENE COOK SR., A DISTANCE OF 276 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF PARCEL NUMBER 05-29-05-16-0-000-006.000, CURRENT OWNER BEING THOMAS EUGENE COOK SR.

THENCE RUN NORTHWESTERLY, ALONG THE NORTHERN BOUNDARY OF PARCEL NUMBER 05-29-05-16-0-000-006.000, CURRENT OWNER BEING THOMAS EUGENE COOK SR., A DISTANCE OF 334 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF PARCEL NUMBER 05-29-05-16-0-000-005.002, CURRENT OWNER BEING MILDRED DIANNE TENNANT.

THENCE RUN NORTHEASTERLY, ALONG THE EASTERN BOUNDARY OF PARCEL NUMBER 05-29-05-16-0-000-005.002, CURRENT OWNER BEING MILDRED DIANNE TENNANT, A DISTANCE OF 370 FEET, MORE OR LESS, TO THE SOUTHERN RIGHT-OF-WAY OF WHITEHOUSE FORK ROAD EXTENSION.

THENCE RUN SOUTHEASTERLY, ALONG SAID SOUTHERN RIGHT-OF-WAY, A DISTANCE OF 1964 FEET, MORE OR LESS, TO A POINT ON SAID SOUTHERN RIGHT-OF-WAY, BEING A DISTANCE OF 50 FEET, MORE OR LESS, FROM THE WESTERN BRIDGE END CROSSING WHITEHOUSE CREEK.

THENCE RUN SOUTHWESTERLY, LEAVING SAID SOUTHERN RIGHT-OF-WAY, A DISTANCE OF 100 FEET, MORE OR LESS.

THENCE RUN SOUTHEASTERLY A DISTANCE OF 332 FEET, MORE OR LESS.

THENCE RUN NORTHWESTERLY, A DISTANCE OF 100 FEET, MORE OR LESS, TO A POINT ON SAID SOUTHERN RIGHT-OF-WAY, BEING A DISTANCE OF 50 FEET, MORE OR LESS, FROM THE EASTERN BRIDGE END CROSSING WHITEHOUSE CREEK.

THENCE RUN SOUTHEASTERLY, ALONG SAID SOUTHERN RIGHT-OF-WAY, A DISTANCE OF 2131 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, SAID ANNEXATION PARCEL, CONTAINING 162 ACRES, MORE OR LESS, AND IS LYING IN AND BEING A PART OF SECTIONS 16, 21, AND 22, ALL BEING IN TOWNSHIP 3 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

1. LEGAL DESCRIPTION ACCURACY IS NOT GUARANTEED AND WAS COMPOSED FROM PROBATE RECORDS. DESCRIPTION SHOULD BE USED FOR INFORMATIONAL PURPOSES ONLY BECAUSE OF NOT BEING DERIVED FROM AN ACCURATE BOUNDARY SURVEY OF THE LANDS DESCRIBED. 1'

*** THIS IS NOT A PROPERTY BOUNDARY SURVEY ***

ANNEXATION AND ZONING SKETCH	
LONGLEAF	
Dewberry®	
25355 FRIENDSHIP ROAD DAPHNE, ALABAMA 36526 PHONE: 251.990.9930 WWW.DEWBERRY.COM CERTIFICATE OF AUTHORIZATION NO. 1109	
DATE:	05-23-24
SCALE:	1" = 300'
DRAWN BY:	JDG
CHECKED BY:	VLG AND CB
PROJECT#	SEC 16, 21, 22, T-3-S, R-2-E BALDWIN COUNTY, ALABAMA
REF #	50160611
DWG #	2780871
SHEET NO.	1 OF 1

ORDINANCE NO. 685-2024

AN ORDINANCE AMENDING ORDINANCE NO. 51-96 OF THE CITY OF SPANISH FORT CHANGING THE ZONING CLASSIFICATION OF CERTAIN PROPERTIES LOCATED NEAR THE INTERSECTION OF ALABAMA HIGHWAY 225 AND U.S. HIGHWAY 31, AND BEARING TAX PARCEL NOS. 05-32-09-28-0-001-024.000, FROM R-1 TO B-3, AND THE PROPERTY BEARING TAX PARCEL NO. TAX PARCEL NO. 05-32-09-30-2-002-042.000 FROM B-2 TO B-3

WHEREAS, the owner of the properties made the subject of this change in zoning classification has requested that the zoning classification on the properties bearing tax parcel nos. 05-32-09-28-0-001-024.000 be changed from R-1 to B-3, and the property bearing tax parcel no. 05-32-09-30-2-002-042.000 from B-2 to B-3; and

WHEREAS, the Planning Commission of the City of Spanish Fort, Alabama, held a meeting on Monday, October 14, 2024, for the purpose of receiving public comments on the proposed change in zoning classification, and at such meeting voted to forward a negative recommendation for rezoning the subject properties; and

WHEREAS, the City Council of the City of Spanish Fort held a meeting on Monday, November 4, 2024, for the purpose of receiving public comments on the proposed change in zoning classification.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:

SECTION 1. Change in Zoning Classification.

Ordinance No. 51-96, as amended, of the City of Spanish Fort, Alabama, is hereby amended by changing the zoning classification of certain property located near the intersection of Alabama Highway 225 and U.S. Highway 31, bearing tax parcel nos. 05-32-09-28-0-001-024.000 be changed from R-1, Single Family Low Density Residential District, to B-3, General Business District (and the property bearing tax parcel no. 05-32-09-30-2-002-042.000 from B-2, Local Business District, to B-3; General Business District.) Said properties are more particularly described in Exhibit 1 which is attached hereto and made a part of this Ordinance as though set forth fully herein. A map of the surrounding area is attached as Exhibit 2.

SECTION 2. Change in Zoning Map.

The official zoning map for the City of Spanish Fort is hereby amended, changed or altered to reflect the change in zoning classification of those properties bearing tax parcel nos. 05-32-09-28-0-001-024.000, be changed from R-1, Single Family Low Density Residential District, to B-3, General Business District (and that property bearing tax parcel no. 05-32-09-30-2-002-042.000 from B-2, Local Business District, to B-3; General Business District.)

SECTION 3. Repealer Clause.

Any ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict. Except as expressly amended herein, all terms and provisions contained in Ordinance No. 51-96, as amended, shall remain in full force and effect.

SECTION 4. Severability Clause.

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

SECTION 5. Effective Date.

This Ordinance shall become effective upon its adoption or as otherwise required by state law.

ADOPTED and APPROVED this ___day of_____, 2024.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk

STATE OF ALABAMA
BALDWIN COUNTY

Part of Section 30 and 38, Township 4 South, Range 2 East, Baldwin County, Alabama, being more particularly described as follows:

PARCEL 1

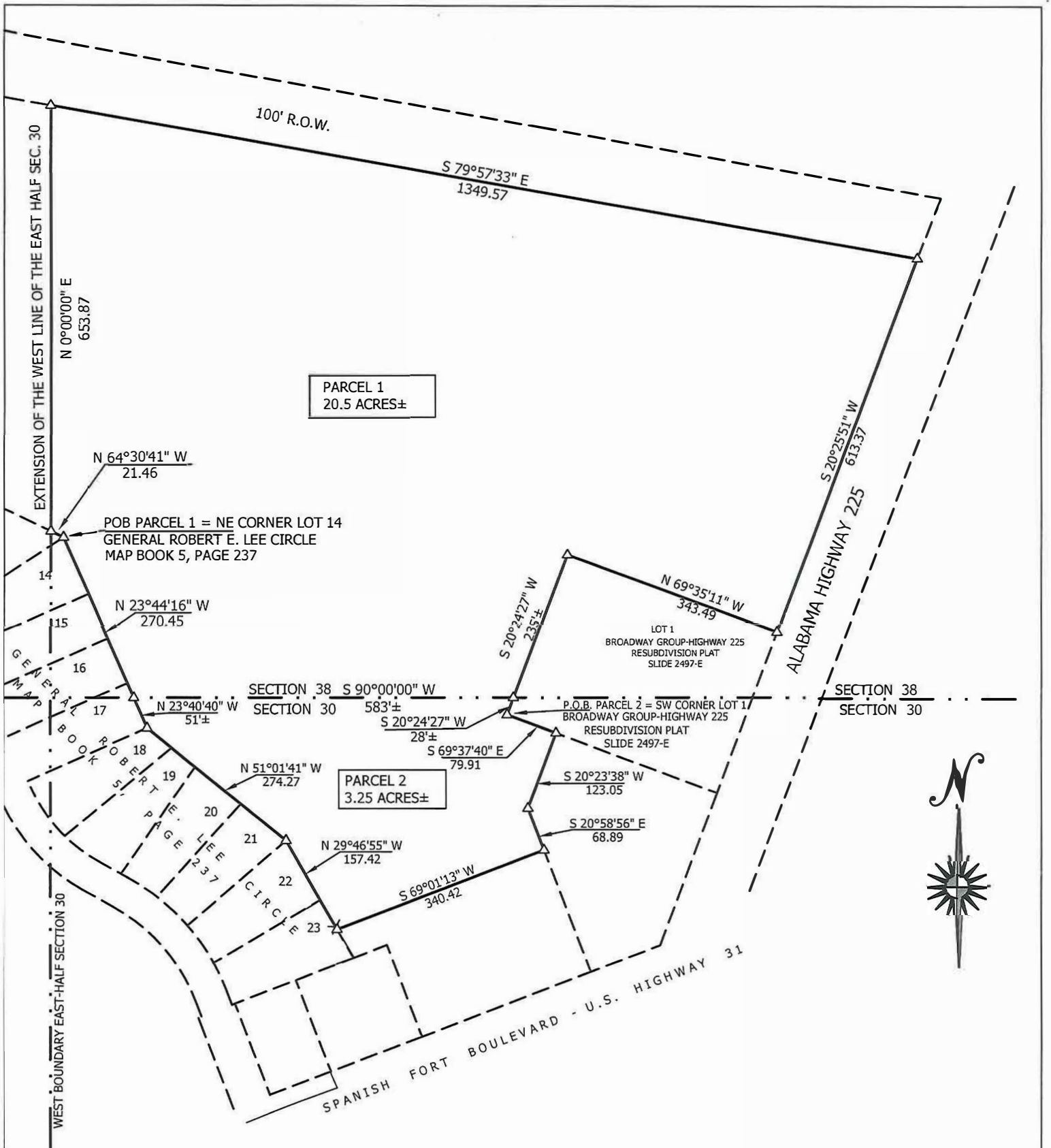
As the Point of Beginning, start at the northeast corner of Lot 14, of General Robert E. Lee Circle, as recorded in the Probate Office of Baldwin County, Alabama in Map Book 5, at Page 237; thence run North 64 degrees, 30 minutes, 41 seconds West, 21.46 feet, more or less, to a point on the extension of the west line of the east half of said Section 30; thence run North 0 degrees, 00 minutes, 00 seconds East, along said west line 653.87 feet to a point on the south right of way margin of a 100 foot wide right of way; thence run South 79 degrees, 57 minutes, 33 seconds East, along said right of way 1349.57 feet to a point on the west right of way margin of Alabama Highway 225; thence run South 20 degrees, 25 minutes, 51 seconds West, along said right of way margin 613.37 feet; thence run North 69 degrees, 35 minutes, 11 seconds West, 343.49 feet; thence run South 20 degrees, 24 minutes, 27 seconds West, 235.00 feet more or less to a point on the north line of said Section 38; thence run South 90 degrees, 00 minutes, 00 seconds West, along said Section line 583 feet, more or less to a point on the east boundary of said General Robert E. Lee Circle;; thence run North 23 degrees, 44 minutes, 16 seconds West, 270.45 feet to the Point of Beginning.

Said Parcel 1 containing 20.5 acres, more or less.

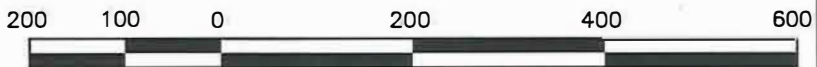
PARCEL 2

As the Point of Beginning, start at the southwest corner of Lot 1, of Broadway Group – Hwy 225 Resubdivision Plat, as recorded in the Probate Office of Baldwin County, Alabama on Slide 2497-E; thence run South 69 degrees, 37 minutes, 40 seconds East, 79.91 feet; thence run South 20 degrees, 23 minutes, 38 seconds West, 123.05 feet; thence run South 20 degrees, 58 minutes, 56 seconds East, 68.89 feet; thence run South 69 degrees, 01 minutes, 13 seconds West, 340.42 feet to a point on the east line of General Robert E. Lee Circle, as recorded in the Probate Office of Baldwin County, Alabama, in Map Book 5, at Page 237; thence run North 29 degrees, 46 minutes, 55 seconds West, along said line 157.42 feet; thence run North 51 degrees, 01 minutes, 41 seconds West, along said line 274.27 feet; thence run North 23 degrees, 40 minutes, 40 seconds West, along said line 51.00 feet, more or less to a point on the north line of said Section 30; thence run North 90 degrees, 00 minutes, 00 seconds East, along said Section line 583.00 feet, more or less; thence run South 20 degrees, 24 minutes, 27 seconds West, 28.00 feet, more or less to the Point of Beginning.

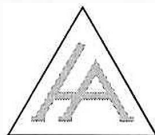
Said Parcel 2 containing 3.25 acres, more or less.



SKETCH TO ACCOMPANY DESCRIPTIONS.
PART OF SECTIONS 30 AND 38, TOWNSHIP 4
SOUTH, RANGE 2 EAST BALDWIN COUNTY ALABAMA.



SCALE: 1" = 200'



HERNDON, HICKS & ASSOCIATES, INC.
Professional Land Surveyors

2728 Lurleen Wallace Blvd. (P.O. Box 508) - Northport, AL 35476
Phone (205) 333-0003
mike@hhasurveyors.com

Drawn By	DRH
Scale	1"=200"
Date	9-04-24
Drawing No.	2307-027 Rezone Exhibit
Job No.	2307-027

ORDINANCE NO. 686-2024

AN ORDINANCE AMENDING ORDINANCE NO. 51-96 OF THE CITY OF SPANISH FORT CHANGING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY LOCATED AT 6625 SPANISH FORT BLVD, SPANISH FORT, ALABAMA, AND BEARING TAX PARCEL NO. 32-09-30-1-002-002.003 FROM B-2 TO B-3

WHEREAS, the owner of the property made the subject of this change in zoning classification has requested that the zoning classification on the property be changed from B-2 to B-3; and

WHEREAS, the Planning Commission of the City of Spanish Fort, Alabama, held a meeting on Monday, October 14, 2024, for the purpose of receiving public comments on the proposed change in zoning classification, and at such meeting voted to forward a positive recommendation for rezoning the subject property from B-2 to B-3, General Business District; and

WHEREAS, the City Council of the City of Spanish Fort held a meeting on Monday, April 1, 2024, for the purpose of receiving public comments on the proposed change in zoning classification.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:

SECTION 1. Change in Zoning Classification.

Ordinance No. 51-96, as amended, of the City of Spanish Fort, Alabama, is hereby amended by changing the zoning classification of certain property located at 6625 Spanish Fort Blvd., bearing tax parcel number 32-09-30-1-002-002.003, and being more particularly described in Exhibit 1 which is attached hereto and made a part of this Ordinance as though set forth fully herein, from B-2 Local Business District, to B-3, General Business District. A map of the surrounding area is attached as Exhibit 2.

SECTION 2. Change in Zoning Map.

The official zoning map for the City of Spanish Fort is hereby amended, changed or altered to reflect the change in zoning classification from B-2, Local Business District, to B-3, General Business District, on the above referenced property.

SECTION 3. Repealer Clause.

Any ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict. Except as expressly amended herein, all terms and provisions contained in Ordinance No. 51-96, as amended, shall remain in full force and effect.

SECTION 4. Severability Clause.

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

SECTION 5. Effective Date.

This Ordinance shall become effective upon its adoption or as otherwise required by state law.

ADOPTED and APPROVED this ___day of_____, 2024.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines
City Clerk

EXHIBIT "1" TO ORDINANCE NO. 686-2024

LEGAL DESCRIPTION:

STATE OF ALABAMA
BALDWIN COUNTY

The Land referred to herein below is situated in the County of Baldwin, State of Alabama, and is described as follows:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 23 OF GENERAL ROBERT E. LEE CIRCLE AS RECORDED IN MAP BOOK 5, PAGE 237 IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA, SAID POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE NORTH 29°32'05" WEST A DISTANCE OF 50.59 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE NORTH 69°13'45" EAST, PARALLEL WITH AND 50 FEET NORTH OF SAID LOT 23 SOUTH LINE PROLONGATION, A DISTANCE OF 340.22 FEET TO THE WEST LINE OF LOT 1, BARNES SUBDIVISION AS RECORDED IN SLIDE 2213-A IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA, SAID POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE SOUTH 20°46'03" EAST, ALONG SAID WEST LINE OF LOT 1, A DISTANCE OF 200.40 FEET TO THE NORTH MARGIN OF U.S. HIGHWAY 31, SAID POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE SOUTH 69°16'00" WEST, ALONG SAID NORTH MARGIN, A DISTANCE OF 277.51 FEET TO THE EAST LINE OF A PARCEL DESCRIBED IN INSTRUMENT 1210400, A POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE NORTH 20°43'45" WEST, ALONG SAID EAST PARCEL LINE, A DISTANCE OF 150.21 FEET TO THE NORTHEAST CORNER OF SAID PARCEL, SAID POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE SOUTH 69°13'45" WEST, ALONG THE NORTH LINE OF SAID PARCEL, A DISTANCE OF 55.09 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 58522.3 SQUARE FEET (1.3 ACRES), MORE OR LESS.



Maxar, Microsoft, KCS

ZONING CLASSIFICATION

- B-1: Professional Business
- B-2: Local Business

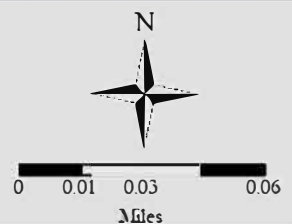
- B-3: General Business
- B-4: Major Business District
- B-5: Hotel/Motel
- M-1: Light Industrial

- T-1: Telecommunication Tower District
- State of Alabama
- Baldwin County
- City of Spanish Fort

- PUD: Planned Unit Development
- R-1: Low-Density Single-Family Residential

- R-2: Medium-Density Single-Family Residential
- R-3: Multi-Family Residential
- R-3D: Medium Density Multi-Family Residential

- R-4: Manufactured/Mobile Home Residential
- <all other values>
- Lot Lines



RESOLUTION NO. 1451-2024

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR SERVICES BETWEEN THE CITY OF SPANISH FORT, ALABAMA, AND THE CONSULTANT FOR PARK AND RECREATIONAL ACTIVITIES TO THE CITY COUNCIL

WHEREAS, the City Council desires to promote for the City's residents a lifestyle of family fitness and recreation; and

WHEREAS, Chase Smith is the Athletic Director and Head Football Coach at Spanish Fort High School; and

WHEREAS, the City has determined that its family fitness and recreation objectives would be well served by Mr. Smith's expertise and experience, and Mr. Smith is willing to serve as a Consultant to the City Council, as directed by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:

SECTION 1. The City Council requests and authorizes the Mayor to enter into an Agreement with Chase Smith (hereinafter referred to as "Consultant") for services to be rendered as consultant to the City of Spanish Fort in the provision of park and recreational activities. In consideration of such services, the City will pay the Consultant, in accordance with the terms of the attached Agreement, a consulting fee of Twenty-Five Thousand Dollars (\$25,000.00) per year for the services rendered pursuant to the attached Agreement. Such fee shall be paid to consultant in eleven (11) equal installments of Two Thousand Eighty-three Dollars and Thirty-three Cents (\$2083.33) and one installment of Two Thousand Eighty-three Dollars and Thirty-seven Cents (\$2083.37) in accordance with the terms of the Agreement. The Consultant acknowledges and agrees that he is entitled to no other compensation or benefits from the City with respect to this Agreement other than as expressly provided for in the Agreement. A copy of the proposed Agreement is attached hereto as Exhibit A, subject to any changes approved by the Mayor.

SECTION 2. The Mayor is hereby authorized to execute any and all documents deemed necessary for the City to comply with the Baldwin County Board of Education's Salary Enhancement Policy, as the same may be amended, throughout the term of the Agreement with the Consultant for enhancement terms not to exceed ninety (90) days each throughout the term of the Agreement. A copy of the Salary Enhancement Policy and memorandums of understanding are attached as Exhibit B, subject to any changes approved by the Mayor.

SECTION 3. If any part, section or subdivision of this Resolution shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Resolution which shall continue in full force and effect notwithstanding such holding.

ADOPTED and APPROVED this _____ day of October, 2024.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines
City Clerk

Exhibit A
INDEPENDENT CONTRACTOR CONSULTING AGREEMENT

THIS AGREEMENT is between CHASE SMITH, an individual ("Consultant"), and THE CITY OF SPANISH FORT, ALABAMA, an Alabama municipal corporation ("City"), located in Baldwin County, and is dated the ____ day of _____, 2024, but effective the 1st day of October, 2024.

BACKGROUND

The City Council desires to promote for the City's residents a lifestyle of family fitness and recreation. Consultant is the Athletic Director and Head Football Coach at Spanish Fort High School. The City has determined that its family fitness and recreation objectives would be well-served by the Consultant's expertise and experience, and Consultant is willing to serve as a consultant to the City Council on the terms and conditions set forth herein.

Now, therefore, the City and Consultant agree as follows:

1. Consultant shall serve as a consultant to the City Council. This service shall include, when not prevented from doing so by his Athletic Director or coaching responsibilities, attending City Council meetings or other meetings as directed by the City Council, and offering input when and where appropriate; researching and offering suggestions to the City Council concerning the development of community park and recreation facilities; counseling community youth sports coaches and coordinators on appropriate coaching and motivational methods; and providing such other consulting services as the City Council may agree are appropriate.

The term of this Agreement is one year commencing on October 1, 2024, and expiring September 30, 2025, provided, however, the term shall automatically renew for successive one (1) year terms unless either party gives the other party written notice of non-renewal at least sixty (60) days prior to the expiration of the then-pending term. In the event the Consultant is no longer employed by the Baldwin County Board of Education as the Athletic Director and Head Football Coach at Spanish Fort High School, this Agreement shall automatically terminate as of the date of such separation or termination of the Consultant's employment with the Baldwin County Board of Education. Furthermore, this Agreement may be terminated by either party, for any reason, or no reason at all with or without cause, by giving the other party sixty (60) days written notice of the termination. In that event, the parties shall have no further rights, duties or obligations pursuant to this Agreement.

2. The City will pay Consultant a consulting fee of Twenty-five Thousand Dollars (\$25,000.00) Dollars per year for the services rendered pursuant to this Agreement. Such fee shall be paid in eleven (11) equal installments of Two Thousand Eighty-three Dollars and Thirty-three Cents (\$2083.33) and one installment of Two Thousand Eighty-three Dollars and Thirty-seven Center (\$2083.37), in arrears, on the last day of each month. Consultant acknowledges and agrees that he is entitled to no other compensation or benefits from the City with respect to this Agreement other than as expressly provided for herein. In the event of termination of this Agreement, the City shall pay the Consultant only those amounts earned through the date of termination.

BY: _____
Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines
City Clerk

CONSULTANT

Chase Smith

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public in and for said County, in said State, hereby certify that MICHAEL M. MCMILLAN, whose name as Mayor of the CITY OF SPANISH FORT, ALABAMA, an Alabama municipal corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said municipal corporation.

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

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 CHASE SMITH, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

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

Notary Public, Baldwin County, Alabama
My Commission Expires:

RESOLUTION NO. 1452-2024

**A RESOLUTION AMENDING THE
EMPLOYEE PAY CLASSIFICATION GUIDELINES**

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:**

SECTION 1. The Pay Classification Guidelines adopted by the City Council of the City of Spanish Fort are hereby amended in their entirety by substituting the Administrative and Other Pay Scale which is attached hereto as Exhibit 1, the Police Pay Scale, attached as Exhibit 2, and the Fire Department Pay Scale, attached as Exhibit 3. These exhibits are incorporated by reference as though set forth fully herein.

SECTION 2. If any part, section or subdivision of this Resolution shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Resolution, which shall continue in full force and effect notwithstanding such holding.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

ADOPTED and APPROVED this ___ day of _____, 2024.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines
City Clerk

Exhibit 1

HOURLY RATE

ANNUAL RATE

JOB TITLE	GRADE	BEGINNING RATE	MAXIMUM RATE	BEGINNING ANNUAL	MAXIMUM ANNUAL
Secretary	I	\$15.82	\$25.29	\$32,908.39	\$52,609.00
Grounds Road Mtce/Custodian/Librarian Asst/Magistrate	II	\$16.71	\$26.72	\$34,759.86	\$55,568.86
	III				
Senior Center Administrative Assistant	IV	\$19.23	\$30.74	\$39,994.05	\$63,936.50
Court Clerk//Permit Clerk	V	\$19.80	\$31.66	\$41,190.30	\$65,848.88
	VI	\$20.02	\$32.00	\$41,635.08	\$66,559.93
	VII	\$20.94	\$33.48	\$43,557.42	\$69,633.08
Administrative Assistant	VIII	\$22.65	\$36.22	\$47,121.10	\$75,330.16
	IX	\$23.47	\$37.51	\$48,807.55	\$78,026.20
Planner & Zoning Official/Environmentalist/Revenue Officer/Building Inspector & Code Enforcement Officer	X	\$25.25	\$40.36	\$52,512.72	\$83,949.47
Librarian	XI	\$25.56	\$40.86	\$53,169.13	\$84,998.84
Public Works and Parks and Recreation Director/ Director of Marketing & Director of Senior Services	XII	\$30.03	\$48.00	\$62,452.62	\$99,839.89
City Clerk	XIII	\$32.18	\$51.44	\$66,930.27	\$106,998.09

Grade	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J	Step K	Step L	Step M	Step N	Step O	Step P	Step Q	Step R	Step S	Step T
I	\$32,908.39	\$33,731.10	\$34,574.38	\$35,438.74	\$36,324.71	\$37,232.82	\$38,163.64	\$39,117.73	\$40,095.68	\$41,098.07	\$42,125.52	\$43,178.66	\$44,258.13	\$45,364.58	\$46,498.69	\$47,661.16	\$48,852.69	\$50,074.01	\$51,325.86	\$52,609.00
II	\$34,759.86	\$35,628.86	\$36,519.58	\$37,432.57	\$38,368.38	\$39,327.59	\$40,310.78	\$41,318.55	\$42,351.51	\$43,410.30	\$44,495.56	\$45,607.95	\$46,748.15	\$47,916.85	\$49,114.77	\$50,342.64	\$51,601.21	\$52,891.24	\$54,213.52	\$55,568.86
III	\$37,602.85	\$38,542.92	\$39,506.49	\$40,494.16	\$41,506.51	\$42,544.17	\$43,607.78	\$44,697.97	\$45,815.42	\$46,960.81	\$48,134.83	\$49,338.20	\$50,571.65	\$51,835.94	\$53,131.84	\$54,460.14	\$55,821.64	\$57,217.18	\$58,647.61	\$60,113.80
IV	\$39,994.05	\$40,993.90	\$42,018.75	\$43,069.22	\$44,145.95	\$45,249.60	\$46,380.84	\$47,540.36	\$48,728.87	\$49,947.09	\$51,195.77	\$52,475.66	\$53,787.55	\$55,132.24	\$56,510.55	\$57,923.31	\$59,371.39	\$60,855.68	\$62,377.07	\$63,936.50
V	\$41,190.30	\$42,220.06	\$43,275.56	\$44,357.45	\$45,466.38	\$46,603.04	\$47,768.12	\$48,962.32	\$50,186.38	\$51,441.04	\$52,727.07	\$54,045.24	\$55,396.37	\$56,781.28	\$58,200.82	\$59,655.84	\$61,147.23	\$62,675.91	\$64,242.81	\$65,848.88
VI	\$41,635.08	\$42,675.96	\$43,742.86	\$44,836.43	\$45,957.34	\$47,106.27	\$48,283.93	\$49,491.03	\$50,728.30	\$51,996.51	\$53,296.42	\$54,628.83	\$55,994.55	\$57,394.42	\$58,829.28	\$60,300.01	\$61,807.51	\$63,352.70	\$64,936.52	\$66,559.93
VII	\$43,557.42	\$44,646.36	\$45,762.51	\$46,906.58	\$48,079.24	\$49,281.22	\$50,513.25	\$51,776.08	\$53,070.49	\$54,397.25	\$55,757.18	\$57,151.11	\$58,579.89	\$60,044.38	\$61,545.49	\$63,084.13	\$64,661.23	\$66,277.77	\$67,934.71	\$69,633.08
VIII	\$47,121.10	\$48,299.13	\$49,506.61	\$50,744.27	\$52,012.88	\$53,313.20	\$54,646.03	\$56,012.18	\$57,412.48	\$58,847.80	\$60,318.99	\$61,826.97	\$63,372.64	\$64,956.96	\$66,580.88	\$68,245.40	\$69,951.54	\$71,700.33	\$73,492.83	\$75,330.16
IX	\$48,807.55	\$50,027.74	\$51,278.43	\$52,560.39	\$53,874.40	\$55,221.26	\$56,601.79	\$58,016.84	\$59,467.26	\$60,953.94	\$62,477.79	\$64,039.74	\$65,640.73	\$67,281.75	\$68,963.79	\$70,687.89	\$72,455.08	\$74,266.46	\$76,123.12	\$78,026.20
X	\$52,512.72	\$53,825.54	\$55,171.18	\$56,550.46	\$57,964.22	\$59,413.32	\$60,898.66	\$62,421.12	\$63,981.65	\$65,581.19	\$67,220.72	\$68,901.24	\$70,623.77	\$72,389.36	\$74,199.10	\$76,054.08	\$77,955.43	\$79,904.31	\$81,901.92	\$83,949.47
XI	\$53,169.13	\$54,498.36	\$55,860.82	\$57,257.34	\$58,688.77	\$60,155.99	\$61,659.89	\$63,201.39	\$64,781.42	\$66,400.96	\$68,060.98	\$69,762.51	\$71,506.57	\$73,294.23	\$75,126.59	\$77,004.75	\$78,929.87	\$80,903.12	\$82,925.70	\$84,998.84
XII	\$62,452.62	\$64,013.94	\$65,614.28	\$67,254.64	\$68,936.01	\$70,659.41	\$72,425.89	\$74,236.54	\$76,092.45	\$77,994.76	\$79,944.63	\$81,943.25	\$83,991.83	\$86,091.63	\$88,243.92	\$90,450.02	\$92,711.27	\$95,029.05	\$97,404.77	\$99,839.89
XIII	\$66,930.27	\$68,603.53	\$70,318.61	\$72,076.58	\$73,878.49	\$75,725.46	\$77,618.59	\$79,559.06	\$81,548.03	\$83,586.74	\$85,676.40	\$87,818.31	\$90,013.77	\$92,264.12	\$94,570.72	\$96,934.99	\$99,358.36	\$101,842.32	\$104,388.38	\$106,998.09

Exhibit 2

HOURLY RATE

ANNUAL RATE

JOB TITLE	GRADE	BEGINNING RATE	MAXIMUM RATE	BEGINNING ANNUAL	MAXIMUM ANNUAL
Dispatcher	I	\$18.08	\$28.90	\$37,602.85	\$60,113.80
Patrol Police 84 hour	II	\$23.51	\$37.59	\$51,347.59	\$82,086.83
80 Hour Officer	II	\$23.51	\$37.59	\$48,902.46	\$78,177.93
Corporal	III	\$24.56	\$39.26	\$53,636.82	\$85,746.51
Investigator	III	\$24.56	\$39.26	\$51,082.68	\$81,663.34
Sergeant	IV	\$25.56	\$40.86	\$55,827.59	\$89,248.79
Lieutenant	V	\$26.82	\$42.88	\$55,794.77	\$89,196.32
	VI	\$27.25	\$43.57	\$56,685.59	\$90,620.43
Chief	VII	\$29.30	\$46.85	\$60,952.26	\$97,441.34

FY2024-25 Police Department

Grade	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J	Step K	Step L	Step M	Step N	Step O	Step P	Step Q	Step R	Step S	Step T
I	\$37,602.85	\$38,542.92	\$39,506.49	\$40,494.16	\$41,506.51	\$42,544.17	\$43,607.78	\$44,697.97	\$45,815.42	\$46,960.81	\$48,134.83	\$49,338.20	\$50,571.65	\$51,835.94	\$53,131.84	\$54,460.14	\$55,821.64	\$57,217.18	\$58,647.61	\$60,113.80
II 84 hour	\$51,347.59	\$52,631.28	\$53,947.06	\$55,295.74	\$56,678.13	\$58,095.09	\$59,547.46	\$61,036.15	\$62,562.05	\$64,126.10	\$65,729.26	\$67,372.49	\$69,056.80	\$70,783.22	\$72,552.80	\$74,366.62	\$76,225.79	\$78,131.43	\$80,084.72	\$82,086.83
II 80 Hour	\$48,902.46	\$50,125.02	\$51,378.15	\$52,662.60	\$53,979.17	\$55,328.64	\$56,711.86	\$58,129.66	\$59,582.90	\$61,072.47	\$62,599.28	\$64,164.27	\$65,768.37	\$67,412.58	\$69,097.90	\$70,825.34	\$72,595.98	\$74,410.88	\$76,271.15	\$78,177.93
III (84 hour)	\$53,636.82	\$54,977.74	\$56,352.18	\$57,760.99	\$59,205.01	\$60,685.14	\$62,202.27	\$63,757.32	\$65,351.26	\$66,985.04	\$68,659.66	\$70,376.16	\$72,135.56	\$73,938.95	\$75,787.42	\$77,682.11	\$79,624.16	\$81,614.76	\$83,655.13	\$85,746.51
III (80 Hour)	\$51,082.68	\$52,359.75	\$53,668.74	\$55,010.46	\$56,385.72	\$57,795.36	\$59,240.25	\$60,721.25	\$62,239.29	\$63,795.27	\$65,390.15	\$67,024.90	\$68,700.53	\$70,418.04	\$72,178.49	\$73,982.95	\$75,832.53	\$77,728.34	\$79,671.55	\$81,663.34
IV	\$55,827.59	\$57,223.28	\$58,653.86	\$60,120.21	\$61,623.21	\$63,163.79	\$64,742.89	\$66,361.46	\$68,020.50	\$69,721.01	\$71,464.04	\$73,250.64	\$75,081.90	\$76,958.95	\$78,882.92	\$80,855.00	\$82,876.37	\$84,948.28	\$87,071.99	\$89,248.79
V	\$55,794.77	\$57,189.64	\$58,619.38	\$60,084.86	\$61,586.99	\$63,126.66	\$64,704.83	\$66,322.45	\$67,980.51	\$69,680.02	\$71,422.02	\$73,207.57	\$75,037.76	\$76,913.71	\$78,836.55	\$80,807.46	\$82,827.65	\$84,898.34	\$87,020.80	\$89,196.32
VI	\$56,685.59	\$58,102.73	\$59,555.30	\$61,044.18	\$62,570.28	\$64,134.54	\$65,737.91	\$67,381.35	\$69,065.89	\$70,792.53	\$72,562.35	\$74,376.41	\$76,235.82	\$78,141.71	\$80,095.25	\$82,097.64	\$84,150.08	\$86,253.83	\$88,410.17	\$90,620.43
VII	\$60,952.26	\$62,476.07	\$64,037.97	\$65,638.92	\$67,279.89	\$68,961.89	\$70,685.93	\$72,453.08	\$74,264.41	\$76,121.02	\$78,024.05	\$79,974.65	\$81,974.01	\$84,023.36	\$86,123.95	\$88,277.05	\$90,483.97	\$92,746.07	\$95,064.72	\$97,441.34

Fire Pay Scale 2024-2025
Exhibit 3

Grade -100.08		2.5% Steps		1	2	3	4	5	6	7	8	9	10	
Std Hrs	2080	2080 Hrs	Firefighter Trainee	\$10.00	\$10.25	\$10.51	\$10.77	\$11.04	\$11.31	\$11.60	\$11.89	\$12.18	\$12.49	
OT Hrs	0			\$20,800.00	\$21,320.00	\$21,853.00	\$22,399.33	\$22,959.31	\$23,533.29	\$24,121.62	\$24,724.66	\$25,342.78	\$25,976.35	
8 hr, 5 day schedule				11	12	13	14	15	16	17	18	19	20	
				\$12.80	\$13.12	\$13.45	\$13.79	\$14.13	\$14.48	\$14.85	\$15.22	\$15.60	\$15.99	
			\$26,625.76	\$27,291.40	\$27,973.69	\$28,673.03	\$29,389.86	\$30,124.60	\$30,877.72	\$31,649.66	\$32,440.90	\$33,251.92		

Grade - 100.24		2.5% Steps		1	2	3	4	5	6	7	8	9	10	
Std Hrs	2756	2912 Hrs	Firefighter Trainee	\$10.00	\$10.25	\$10.51	\$10.77	\$11.04	\$11.31	\$11.60	\$11.89	\$12.18	\$12.49	
OT Hrs	156			\$29,900.00	\$30,647.50	\$31,413.69	\$32,199.03	\$33,004.01	\$33,829.11	\$34,674.83	\$35,541.70	\$36,430.25	\$37,341.00	
Fire Recruit School				11	12	13	14	15	16	17	18	19	20	
				\$12.80	\$13.12	\$13.45	\$13.79	\$14.13	\$14.48	\$14.85	\$15.22	\$15.60	\$15.99	
			\$38,274.53	\$39,231.39	\$40,212.18	\$41,217.48	\$42,247.92	\$43,304.12	\$44,386.72	\$45,496.39	\$46,633.80	\$47,799.64		

Grade - 200.08		2.5% Steps		1	2	3	4	5	6	7	8	9	10	
Std Hrs	2080	2080 Hrs	Administrative Assistant	\$16.63	\$17.05	\$17.47	\$17.91	\$18.36	\$18.82	\$19.29	\$19.77	\$20.26	\$20.77	
OT Hrs	0			\$34,590.40	\$35,455.16	\$36,341.54	\$37,250.08	\$38,181.33	\$39,135.86	\$40,114.26	\$41,117.12	\$42,145.04	\$43,198.67	
8 hr, 5 day schedule				11	12	13	14	15	16	17	18	19	20	
				\$21.29	\$21.82	\$22.37	\$22.92	\$23.50	\$24.09	\$24.69	\$25.30	\$25.94	\$26.59	
			\$44,278.64	\$45,385.60	\$46,520.24	\$47,683.25	\$48,875.33	\$50,097.21	\$51,349.64	\$52,633.38	\$53,949.22	\$55,297.95		

Grade - 300.08		2.5% Steps		1	2	3	4	5	6	7	8	9	10	
Std Hrs	2080	2080 Hrs	Fire Fighter	\$21.46	\$22.00	\$22.55	\$23.11	\$23.69	\$24.28	\$24.89	\$25.51	\$26.15	\$26.80	
OT Hrs	0			\$44,636.80	\$45,752.72	\$46,896.54	\$48,068.95	\$49,270.68	\$50,502.44	\$51,765.00	\$53,059.13	\$54,385.61	\$55,745.25	
8 hr, 5 day schedule				11	12	13	14	15	16	17	18	19	20	
				\$27.47	\$28.16	\$28.86	\$29.58	\$30.32	\$31.08	\$31.86	\$32.65	\$33.47	\$34.31	
			\$57,138.88	\$58,567.35	\$60,031.53	\$61,532.32	\$63,070.63	\$64,647.40	\$66,263.58	\$67,920.17	\$69,618.17	\$71,358.63		

Grade - 300.12		2.5% Steps		1	2	3	4	5	6	7	8	9	10	
Std Hrs	1976	2184 Hrs	Fire Fighter	\$19.50	\$19.99	\$20.49	\$21.00	\$21.52	\$22.06	\$22.61	\$23.18	\$23.76	\$24.35	
OT Hrs	208			\$44,616.00	\$45,731.40	\$46,874.69	\$48,046.55	\$49,247.72	\$50,478.91	\$51,740.88	\$53,034.40	\$54,360.26	\$55,719.27	
12 hr, 2 on - 2 off - 3 on schedule				11	12	13	14	15	16	17	18	19	20	
				\$24.96	\$25.59	\$26.23	\$26.88	\$27.55	\$28.24	\$28.95	\$29.67	\$30.41	\$31.17	
			\$57,112.25	\$58,540.06	\$60,003.56	\$61,503.65	\$63,041.24	\$64,617.27	\$66,232.70	\$67,888.52	\$69,585.73	\$71,325.38		

Grade - 300.24		2.5% Steps		1	2	3	4	5	6	7	8	9	10	
Std Hrs	2756	2912 Hrs	Fire Fighter	\$14.95	\$15.32	\$15.71	\$16.10	\$16.50	\$16.91	\$17.34	\$17.77	\$18.22	\$18.67	
OT Hrs	156			\$44,700.50	\$45,818.01	\$46,963.46	\$48,137.55	\$49,340.99	\$50,574.51	\$51,838.88	\$53,134.85	\$54,463.22	\$55,824.80	
24 hr, 1 on 2 off schedule				11	12	13	14	15	16	17	18	19	20	
				\$19.14	\$19.62	\$20.11	\$20.61	\$21.12	\$21.65	\$22.19	\$22.75	\$23.32	\$23.90	
			\$57,220.42	\$58,650.93	\$60,117.20	\$61,620.13	\$63,160.64	\$64,739.65	\$66,358.14	\$68,017.10	\$69,717.52	\$71,460.46		

Grade - 310.24		2.5% Steps		1	2	3	4	5	6	7	8	9	10	
Std Hrs	2756	2912 Hrs	Firefighter II	\$15.32	\$15.70	\$16.10	\$16.50	\$16.91	\$17.33	\$17.77	\$18.21	\$18.67	\$19.13	
OT Hrs	156			\$45,806.80	\$46,951.97	\$48,125.77	\$49,328.91	\$50,562.14	\$51,826.19	\$53,121.84	\$54,449.89	\$55,811.14	\$57,206.42	
24 hr, 1 on 2 off schedule				11	12	13	14	15	16	17	18	19	20	
				\$19.61	\$20.10	\$20.60	\$21.12	\$21.65	\$22.19	\$22.74	\$23.31	\$23.89	\$24.49	
			\$58,636.58	\$60,102.49	\$61,605.05	\$63,145.18	\$64,723.81	\$66,341.90	\$68,000.45	\$69,700.46	\$71,442.97	\$73,229.05		

Grade - 320.24		2.5% Steps		1	2	3	4	5	6	7	8	9	10	
Std Hrs	2756	2912 Hrs	AO1	\$15.55	\$15.94	\$16.34	\$16.75	\$17.16	\$17.59	\$18.03	\$18.48	\$18.95	\$19.42	
OT Hrs	156			\$46,494.50	\$47,656.86	\$48,848.28	\$50,069.49	\$51,321.23	\$52,604.26	\$53,919.37	\$55,267.35	\$56,649.03	\$58,065.26	
24 hr, 1 on 2 off schedule				11	12	13	14	15	16	17	18	19	20	
				\$19.91	\$20.40	\$20.91	\$21.44	\$21.97	\$22.52	\$23.08	\$23.66	\$24.25	\$24.86	
			\$59,516.89	\$61,004.81	\$62,529.93	\$64,093.18	\$65,695.51	\$67,337.90	\$69,021.35	\$70,746.88	\$72,515.55	\$74,328.44		

Grade - 330.24		2.5% Steps		1	2	3	4	5	6	7	8	9	10	
Std Hrs	2756	2912 Hrs	AO2	\$15.95	\$16.35	\$16.76	\$17.18	\$17.61	\$18.05	\$18.50	\$18.96	\$19.43	\$19.92	
OT Hrs	156			\$47,690.50	\$48,882.76	\$50,104.83	\$51,357.45	\$52,641.39	\$53,957.42	\$55,306.36	\$56,689.02	\$58,106.24	\$59,558.90	
24 hr, 1 on 2 off schedule				11	12	13	14	15	16	17	18	19	20	
				\$20.42	\$20.93	\$21.45	\$21.99	\$22.54	\$23.10	\$23.68	\$24.27	\$24.88	\$25.50	
			\$61,047.87	\$62,574.07	\$64,138.42	\$65,741.88	\$67,385.43	\$69,070.06	\$70,796.82	\$72,566.74	\$74,380.90	\$76,240.43		

Grade - 340.24		2.5% Steps		1	2	3	4	5	6	7	8	9	10	
Std Hrs	2756	2912 Hrs	AO3	\$16.34	\$16.75	\$17.17	\$17.60	\$18.04	\$18.49	\$18.95	\$19.42	\$19.91	\$20.41	
OT Hrs	156			\$48,856.60	\$50,078.02	\$51,329.97	\$52,613.21	\$53,928.54	\$55,276.76	\$56,658.68	\$58,075.14	\$59,527.02	\$61,015.20	
24 hr, 1 on 2 off schedule				11	12	13	14	15	16	17	18	19	20	
				\$20.92	\$21.44	\$21.98	\$22.52	\$23.09	\$23.67	\$24.26	\$24.86	\$25.48	\$26.12	
			\$62,540.58	\$64,104.09	\$65,706.70	\$67,349.36	\$69,033.10	\$70,758.92	\$72,527.90	\$74,341.09	\$76,199.62	\$78,104.61		

Grade - 400.24		2.5% Steps		1	2	3	4	5	6	7	8	9	10	
Std Hrs	2756	2912 Hrs	Lieutenant1	\$17.16	\$17.59	\$18.03	\$18.48	\$18.94	\$19.41	\$19.90	\$20.40	\$20.91	\$21.43	
OT Hrs	156			\$51,308.40	\$52,591.11	\$53,905.89	\$55,253.53	\$56,634.87	\$58,050.75	\$59,502.01	\$60,989.56	\$62,514.30	\$64,077.16	
24 hr, 1 on 2 off schedule				11	12	13	14	15	16	17	18	19	20	
				\$21.97	\$22.52	\$23.08	\$23.66	\$24.25	\$24.85	\$25.47	\$26.11	\$26.76	\$27.43	
			\$65,679.09	\$67,321.07	\$69,004.09	\$70,729.20	\$72,497.43	\$74,309.86	\$76,167.61	\$78,071.80	\$80,023.59	\$82,024.18		

Grade - 410.24		2.5% Steps		1	2	3	4	5	6	7	8	9	10	
Std Hrs	2756	2912 Hrs	Lieutenant2	\$17.41	\$17.85	\$18.29	\$18.75	\$19.22	\$19.70	\$20.19	\$20.70	\$21.21	\$21.74	
OT Hrs	156			\$52,055.90	\$53,357.30	\$54,691.23	\$56,058.51	\$57,459.97	\$58,896.47	\$60,368.88	\$61,878.11	\$63,425.06	\$65,010.69	
24 hr, 1 on 2 off schedule				11	12	13	14	15	16	17	18	19	20	
				\$22.29	\$22.84	\$23.41	\$24.00	\$24.60	\$25.21	\$25.85	\$26.49	\$27.15	\$27.83	
			\$66,635.95	\$68,301.85	\$70,009.40	\$71,759.63	\$73,553.62	\$75,392.46	\$77,277.28	\$79,209.21	\$81,189.44	\$83,219.17		

Grade - 420.08		2.5% Steps		1	2	3	4	5	6	7	8	9	10	
Std Hrs	2080	2912 Hrs	Captain	\$26.30	\$26.96	\$27.63	\$28.32	\$29.03	\$29.76	\$30.50	\$31.26	\$32.04	\$32.85	
OT Hrs	0			\$54,704.00	\$56,071.60	\$57,473.39	\$58,910.22	\$60,382.98	\$61,892.55	\$63,439.87	\$65,025.87	\$66,651.51	\$68,317.80	
8 hr, 5 day schedule				11	12	13	14	15	16	17	18	19	20	
				\$33.67	\$34.51	\$35.37	\$36.25	\$37.16	\$38.09	\$39.04	\$40.02	\$41.02	\$42.04	
			\$70,025.74	\$71,776.39	\$73,570.80	\$75,410.07	\$77,295.32	\$79,227.70	\$81,208.40	\$83,238.61	\$85,319.57	\$87,452.56		

Grade - 420.24		2.5% Steps		1	2	3	4	5	6	7	8	9	10	
Std Hrs	2756	2912 Hrs	Captain	\$18.30	\$18.76	\$19.23	\$19.71	\$20.20	\$20.70	\$21.22	\$21.75	\$22.30	\$22.85	
OT Hrs	156			\$54,717.00	\$56,084.93	\$57,487.05	\$58,924.22	\$60,397.33	\$61,907.26	\$63,454.94	\$65,041.32	\$66,667.35	\$68,334.04	
24 hr, 1 on 2 off schedule				11	12	13	14	15	16	17	18	19	20	
				\$23.43	\$24.01	\$24.61	\$25.23	\$25.86	\$26.50	\$27.17	\$27.85	\$28.54	\$29.26	
			\$70,042.39	\$71,793.45	\$73,588.28	\$75,427.99	\$77,313.69	\$79,246.53	\$81,227.69	\$83,258.39	\$85,339.85	\$87,473.34		

Grade - 600.08		2.5% Steps		1	2	3	4	5	6	7	8	9	10	
Std Hrs	2080	2080 Hrs	Battalion / Division Chief	\$30.00	\$30.75	\$31.52	\$32.31	\$33.11	\$33.94	\$34.79	\$35.66	\$36.55	\$37.47	
OT Hrs	0			\$62,400.00	\$63,960.00	\$65,559.00	\$67,197.98	\$68,877.92	\$70,599.87	\$72,364.87	\$74,173.99	\$76,028.34	\$77,929.05	
8 hr, 5 day schedule				11	12	13	14	15	16	17	18	19	20	
				\$38.40	\$39.36	\$40.35	\$41.36	\$42.39	\$43.45	\$44.54	\$45.65	\$46.79	\$47.96	
			\$79,877.28	\$81,874.21	\$83,921.06	\$86,019.09	\$88,169.57	\$90,373.81	\$92,633.15	\$94,948.98	\$97,322.70	\$99,755.77		

Grade - 600.24		2.5% Steps		1	2	3	4	5	6	7	8	9	10	
Std Hrs	2756	2912 Hrs	Battalion / Division Chief	\$20.87	\$21.39	\$21.93	\$22.47	\$23.04	\$23.61	\$24.20	\$24.81	\$25.43	\$26.06	
OT Hrs	156			\$62,401.30	\$63,961.33	\$65,560.37	\$67,199.37	\$68,879.36	\$70,601.34	\$72,366.38	\$74,175.54	\$76,029.92	\$77,930.67	
24 hr, 1 on 2 off schedule				11	12	13	14	15	16	17	18	19	20	
				\$26.72	\$27.38	\$28.07	\$28.77	\$29.49	\$30.23	\$30.98	\$31.76	\$32.55	\$33.36	
			\$79,878.94	\$81,875.91	\$83,922.81	\$86,020.88	\$88,171.40	\$90,375.69	\$92,635.08	\$94,950.96	\$97,324.73	\$99,757.85		

Grade - 700.08		2.5% Steps		1	2	3	4	5	6	7	8	9	10	
Std Hrs	2080	2080 Hrs	Fire Chief	\$37.11	\$38.04	\$38.99	\$39.96	\$40.96	\$41.99	\$43.04	\$44.11	\$45.21	\$46.35	
OT Hrs	0			\$77,188.80	\$79,118.52	\$81,096.48	\$83,123.90	\$85,201.99	\$87,332.04	\$89,515.34	\$91,753.23	\$94,047.06	\$96,398.23	
8 hr, 5 day schedule				11	12	13	14	15	16	17	18	19	20	
				\$47.50	\$48.69	\$49.91	\$51.16	\$52.44	\$53.75	\$55.09	\$56.47	\$57.88	\$59.33	
			\$98,808.19	\$101,278.39	\$103,810.35	\$106,405.61	\$109,065.75	\$111,792.40	\$114,587.21	\$117,451.89	\$120,388.18	\$123,397.89		

Grade - 500.08		2.5% Steps		1	2	3	4	5	6	7	8	9	10	
Std Hrs	2080	2080 Hrs	Fire Inspector	\$22.55	\$23.11	\$23.69	\$24.28	\$24.89	\$25.51	\$26.15	\$26.80	\$27.47	\$28.16	
OT Hrs	0			\$46,904.00	\$48,076.60	\$49,278.52	\$50,510.48	\$51,773.24	\$53,067.57	\$54,394.26	\$55,754.12	\$57,147.97	\$58,576.67	
8 hr, 5 day schedule				11	12	13	14	15	16	17	18	19	20	
				\$28.87	\$29.59	\$30.33	\$31.09	\$31.86	\$32.66	\$33.48	\$34.31	\$35.17	\$36.05	
			\$60,041.09	\$61,542.11	\$63,080.67	\$64,657.68	\$66,274.12	\$67,930.98	\$69,629.25	\$71,369.98	\$73,154.23	\$74,983.09		

Grade - 510.08		2.5% Steps		1	2	3	4	5	6	7	8	9	10	
Std Hrs	2080	2080 Hrs	Fire Inspector II	\$23.11	\$23.69	\$24.28	\$24.89	\$25.51	\$26.15	\$26.80	\$27.47	\$28.16	\$28.86	
OT Hrs	0			\$48,068.80	\$49,270.52	\$50,502.28	\$51,764.84	\$53,058.96	\$54,385.44	\$55,745.07	\$57,138.70	\$58,567.17	\$60,031.34	
8 hr, 5 day schedule				11	12	13	14	15	16	17	18	19	20	
				\$29.58	\$30.32	\$31.08	\$31.86	\$32.65	\$33.47	\$34.31	\$35.16	\$36.04	\$36.94	
			\$61,532.13	\$63,070.43	\$64,647.19	\$66,263.37	\$67,919.96	\$69,617.95	\$71,358.40	\$73,142.36	\$74,970.92	\$76,845.20		

**Adjusted FY 2025 includes 2.5% COLA

RESOLUTION NO. 1454-2024

**A RESOLUTION DECLARING A VACANCY IN SPANISH FORT CITY COUNCIL
DISTRICT 4**

WHEREAS, City Councilmember J. R. Smith has resigned as a member of the Spanish Fort City Council, effective October 15, 2024; and

WHEREAS, pursuant to *Alabama Code* (1975) § 11-44G-1, as amended, the City Council of the City of Spanish Fort intends to appoint a qualified person to fill this vacancy and serve the remainder of the unexpired term.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:

SECTION 1. A vacancy is hereby declared in Council District 4.

SECTION 2. The City Clerk is authorized to accept letters of intent and resumes from qualified applicants of City Council District 4, until Monday, November 4, 2024, at 1:00 p.m.

ADOPTED and APPROVED the _____ *day of October, 2024.*

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk

RESOLUTION NO. 1455-2024

A RESOLUTION AWARDING BID FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES FOR THE CITY OF SPANISH FORT, ALABAMA

WHEREAS, the Mayor and City Council finds that the lowest responsible bid submitted for the disaster debris removal for the City of Spanish Fort, Alabama, was submitted by T.F.R. Enterprises, Inc., whose address is 601 Leander Drive, Leander, Texas 78641; and

WHEREAS, the City Council desires to award the bid for Disaster Debris Removal and Disposal Services to T.F.R. Enterprises, Inc., as per their bid received on October 4, 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA. AS FOLLOWS:

SECTION 1. The City Council hereby authorizes the Mayor to execute and enter into a contract with T.F.R. Enterprises, Inc. for disaster debris removal and disposal services, subject to any terms and conditions approved by the Mayor. A copy of the Bid – Disaster Debris Removal and Disposal Services submitted by T.F.R. Enterprises, Inc. is on file in the City Clerk’s Office.

SECTION 2. If any part, section or subdivision of this Resolution shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Resolution which shall continue in full force and effect notwithstanding such holding.

Adopted and approved this _____ *day of* _____, 2024.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk

RESOLUTION NO. 1456-2024

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH POOL SERVICE TECHS, LLC

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:

SECTION 1. The City Council hereby authorizes the Mayor to enter into an agreement with Pool Service Techs, LLC, in the amount of \$22,185.00 to provide yearly inspection and routine maintenance service to the City Splash Pad at 29001 Bass Pro Drive, Spanish Fort, Alabama 36527. A copy of the proposal for the proposed work is attached hereto as Exhibit 1.

SECTION 2. This Resolution shall become effective immediately upon its adoption.

ADOPTED AND APPROVED this ____ day of _____, 2024.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk



SERVICE AGREEMENT

Pool Service Techs, LLC or Associates agrees to service the swimming pool / spa, located at the following address **29001 Bass Pro Dr Spanish Fort, AL. 36527**

For the sum of **Yearly Total \$22,185**

\$382.50 Monthly (Winter – November 1st Thru February 28th)

\$2,295 Monthly (Summer – March 1st Thru October 31st)

(Per Month which includes Pool Chemicals)

Location: The Fort Container Park Splash Pad

Owner agrees to pay for services outlined below in accordance with the term's hereafter set forth in this non- contractual agreement. This agreement displays an agenda for Pool Service Techs, LLC to assist the owner in their maintenance of a clean and healthy balanced pool.

Full Service: 7 visits per week (Summer) and 1 visit per week (Winter) which includes chemicals.

Services performed at each visit:

1. Check chemical level (Chlorine & pH)
2. Empty pump and skimmer baskets as needed.
4. Inspect filtration system for leaks and normal operation.
5. Email client of task completed with photo (Example of Email on last page of Service Agreement)

The items listed below are examples that are not covered in the monthly fee and Pool Service Techs LLC. will produce an additional invoice for such items after approved by owner:

1. Cleaning of the Cartridge Filter, which is usually cleaned depending on pool usage, every 4-6 months. Cleaning cost of filter based on size of filter. A 4 Cartridge filter is typically \$125.00 and single cartridge filter is \$45.00. Cartridges in filter tank cleaned quarterly is \$250.
2. Any repair to the pool or the pool equipment which may include an extra visit at \$85 for service call and a rate of \$125.00 an hour + materials.

Owner's Responsibility:

1. Clear access to pool area between the hours of 6am and 6pm. Properly working gates and no items left in the way of entry or exit ways.
2. Provide water source nearby pool with hose to reach pool and equipment.
3. Keep vegetation away from pool and equipment area. Be courtesy with the direction of lawn shredding's when mowing because phosphate and other chemicals in lawn care work against a healthy/chemically balanced pool.
4. Do not open pumps/filters, implement repairs, or add any chemicals without first communicating with Pool Service Techs, LLC.
5. Submit payment for immediate repair work upon completion.
6. Submit payment by the 15th of the month to avoid **a late fee of \$10.00. Returned Check Fee is \$20.00.**
7. If you would like to lock your gate, please install a lock with a 4-digit code. Example at end of Service Agreement. We do not store keys for gate locks. We desire a lock that has a simple 4-digit code, so we efficiently maintain the code in our pool service software. So, please no turn dials circular locks.

****If for any reason we are unable to perform services regarding a pool access issue, we will return the following week with no discount to monthly premium****

8. Repair or replace any nonworking equipment as needed. The system must be in full operating condition for PST to service the account.

Invoice Schedule: (PIA) All invoices are Payment in Advance; invoices are due on the 1st day of the month for which monthly services are rendered after payment. A \$10.00 late fee is applied for payments received after the 15th day of the

current month. An additional \$10.00 late fee is added for every 15 days past due. Monthly services cease if no payment applied by the 1st day of succeeding month. Invoices are emailed out on the 20th of each month prior to services.

1st Invoice: Invoices are emailed from QuickBooks's convenient online merchant software. If the month has already begun, the owner shall pay for the rate of per visit remaining in the month. For example, if pool service amount is \$200.00 a month and Pool Service Techs, LLC plans to visit location 2 times remaining in the month, the new client shall pay \$100.00 before beginning to service location.

Wear and Tear:

Pool Service Techs, LLC is NOT held responsible for wear and tear on equipment, accessories, surfaces, or any other items related to the pool. Pool liners become brittle over time and may disconnect from coping or attain arbitrary leaks. Stains can occur from a variety of issues involving the area in and around the pool. Even with a properly balanced pool running filtration 7 days a week, algetic and organic build-up can occur. If problem persists, other options must be exhausted such as Stain Treatments, Draining of water to lower Cyanuric Acid and Total Dissolved Solids (Metals, Minerals, Calcium, Phosphates, etc.)

Conclusion:

We are not able to foresee every obstacle and/or outcome; therefore, communication is important for a business relationship to thrive. Pool Service Techs, LLC hopes to provide you with exceptional service, and if at any time we fail to provide such service, please inform us on how we may be of better assistance. We are here to assist the owner in the spherical influence of pool maintenance, however, the owner must be responsible for preventing malfunctions of equipment throughout the week, such as making sure the skimmer basket is not clogged to which the pool's pump cannot function properly or may become damaged. Additionally, owner should have their own pool net and brush on site to skim/brush in between our weekly visits in case of need.

This is a **non-contractual agreement** and may be canceled at any time by written or oral notice by either party. Courtesy 10 days notice prior to the date of service is to be discontinued.



Please scroll down to see the below examples, as described in the Service Agreement.

Example Email After Every Service Visit



Hi [REDACTED] & [REDACTED]

Thanks for choosing us to keep your pool looking great!

Pool Service Techs, LLC

DATE OF SERVICE

October 8, 2020 at 3:52 PM

LOCATION

[REDACTED]
Spanish Fort, AL 36527

POOL SERVICE INFO

SERVICES PERFORMED

- ✓ Chemicals Balanced
- ✓ Vacuumed H
- ✓ Emptied Baskets
- ✓ Brushed Walls
- ✓ Natted Surface
- ✓ Shut Gate



Pool Service Techs, LLC
30941 Mill Lane, Ste G 289
Spanish Fort AL 36527

(251) 776-2279

Info@PoolServiceTechs.com

[www.PoolServiceTechs.com]www.PoolServiceTechs.com

All photos taken of pool, pool equipment, and any repairs performed may be used on social media platforms for advertisement purposes. This will be done anonymously and will not contain any personal information. If you object and do not wish for your pool to be in any photos that are shared, please inform us.

Recommended Pool Chemistry Balance:

PH:7.2-7.6 Chlorine:1-7ppm CYA:30-90ppm Alkalinity:80-140ppm Calcium Hardness:200-450ppm Salt:2700-3700ppm

Thank You for Reading

This concludes our Service Agreement.

Pool Service Techs, LLC

30941 Mill Lane Ste G 289

Spanish Fort, AL. 36527

RESOLUTION NO. 1457-2024

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES WITH AVIZO GROUP, INC.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:

SECTION 1. The City Council hereby authorizes the Mayor to execute a proposal with Avizo Group, Inc., for the accounting and auditing services for the City of Spanish Fort, Alabama, The Cooperative Improvement District of the City of Spanish Fort, Alabama – Highway 181 Public Facilities and The Cooperative Improvement District of the City of Spanish Fort, Alabama – Highway 98 Public Facilities in accordance with the proposed contracts which are attached hereto as Exhibit A, B and C, subject to any changes approved by the Mayor.

SECTION 2. This Resolution shall become effective upon its adoption.

ADOPTED AND APPROVED this ____ day of _____, 2024.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk

City Of Spanish Fort

Start On Acceptance

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Our planned timeline for the engagement is as follows:

December 9, 2024-Audit fieldwork begins

January 24, 2025-Draft of the financial statements ready for client review

January 31, 2025-Issuance of audit

Please note that this timeline is based on all requested items being provided to the auditors by the start of fieldwork. If at least 60% of requested items are not uploaded/provided by the Friday before the start of fieldwork, we will reach out to reschedule fieldwork dates and discuss the new timeline.

Services

Attestation Services - Independent Audit of Financial Statements

We will audit your financial statements for the year ended September 30, 2024.

Attestation Services - Single Audit

We will perform your Single Audit for year ended September 30, 2024.

Audit Services after 30 days

Progress on services rendered in connection with the audit of your financial statements for the year ended September 30, 2024. We will bill 1/3rd after 30 days.

Audit Services after 60 days

Progress on services rendered in connection with the audit of your financial statements for the year ended September 30, 2024. We will bill another 1/3rd after 60 days.

Audit Services at completion

Remaining billing in connection with the audit of your financial statements for the year ended September 30, 2024. We will bill at completion.

Pricing

Billed on completion

\$31,472.00

- ✓ Attestation Services - Independent Audit of Financial Statements
- ✓ Attestation Services - Single Audit
- ✓ Audit Services after 30 days
- ✓ Audit Services after 60 days
- ✓ Audit Services at completion

General Terms and Conditions

October 15, 2024

Mayor Michael McMillan
City Of Spanish Fort
P O BOX 7226
SPANISH FORT, AL, 36577

Dear Mayor McMillan,

ENGAGEMENT LETTER – Avizo Group, Inc. and City Of Spanish Fort

We are pleased to confirm our understanding of the services we are to provide City Of Spanish Fort for the year ended September 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of City Of Spanish Fort as of and for the year ended September 30, 2024. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI) to supplement City Of Spanish Fort 's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City Of Spanish Fort 's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Budgetary Comparison – General Fund
2. Note to Budgetary Comparison Schedule
3. Schedule of Changes in Net Pension Liability – GASB Statement No. 68
4. Schedule of Employer Contributions – GASB Statement No. 68

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditors' Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We may request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and GAAS.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City Of Spanish Fort 's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also assist in preparing the financial statements and related notes of City Of Spanish Fort in conformity with accounting principles generally accepted in the United States of America based on information provided by you. Additionally, we will perform the following non-attest services for the City Of Spanish Fort:

- Maintain capital assets listing and depreciation schedules
- Assist with the implementation of standards issued during the current audit period
- Assist with preparing GASB 34 journal entries
- Assist with preparing GASB 68 journal entries, as related to pension plans
- Assist with reclassifying capital assets from various expense accounts
- Assist with recording current year investment activity
- Assist with preparation of the data collection form, if necessary

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your

responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other non-audit services we provide including those listed above. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

Rachel Young is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

The audit documentation for this engagement is the property of Avizo Group, Inc. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to any federal or state regulatory agencies or its, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Avizo Group, Inc. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Fees

The fee for this engagement was stated above in this document.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to any federal or state regulatory agencies or a designee; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above

fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue a written report upon completion of our audit of City Of Spanish Fort's financial statements., Our report will be addressed to management and those charged with governance of City Of Spanish Fort Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

Services Not Disclosed

It is our understanding that any services not specifically identified in this agreement or any other current agreement with Avizo are being performed or will be performed by the client or another provider secured by the client.

We appreciate the opportunity to be of service to City Of Spanish Fort and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign a copy of this letter and return it to us.

Yours sincerely,

Rachel Young

Rachel Young
Avizo Group, Inc.

Acknowledgment of Terms of Engagement

By signing below, I confirm I have the authority to contract on behalf of City Of Spanish Fort Any services not specifically identified in this agreement or another signed agreement with Avizo, it is our understanding the client will perform such services or secure other providers. I hereby agree to the terms of engagement dated On Acceptance of Avizo Group, Inc. as set out above in this letter of engagement.

I, Mayor McMillan, of City Of Spanish Fort confirm that I understand and agree to the terms of engagement.

Signed:

Print Name: Mayor Michael McMillan

Date:

Agreement Summary

Sender	Avizo Group, Inc.
Sent Date	Tuesday, October 15, 2024 9:48 AM
Recipient	City Of Spanish Fort
Effective Start Date	On Acceptance
Payment Authority	None
Payment Method	None
Document ID	prop_m4gstk7pgxnaamiauypa
Status	Awaiting Acceptance

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City Of Spanish Fort

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Our planned timeline for the engagement is as follows:

December 9, 2024-Audit fieldwork begins

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January 31, 2025-Issuance of audit

Please note that this timeline is based on all requested items being provided to the auditors by the start of fieldwork. If at least 60% of requested items are not uploaded/provided by the Friday before the start of fieldwork, we will reach out to reschedule fieldwork dates and discuss the new timeline.

Services

Attestation Services - Independent Audit of Financial Statements

We will audit your financial statements for the year ended September 30, 2024.

Pricing

Billed on completion

\$5,215.00

✓ Attestation Services - Independent Audit of Financial Statements

General Terms and Conditions

October 15, 2024

Mayor Michael McMillan
Cooperative District of the City of Spanish Fort
Highway 181 Public Facilities
7581 Spanish Fort Blvd (US Hwy 31)
Spanish Fort, Alabama 36527

Dear Mayor McMillan,

ENGAGEMENT LETTER – Avizo Group, Inc. and Cooperative District of the City of Spanish Fort – Highway 181 Public Facilities

We are pleased to confirm our understanding of the services we are to provide Cooperative District of the City of Spanish Fort – Highway 181 Public Facilities for the year ended September 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Cooperative District of the City of Spanish Fort – Highway 181 Public Facilities as of and for the year ended September 30, 2024.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditors' Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We may request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and GAAS.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Cooperative District of the City of Spanish Fort – Highway 181 Public Facilities' compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also assist in preparing the financial statements and related notes of Cooperative District of the City of Spanish Fort – Highway 181 Public Facilities in conformity with accounting principles generally accepted in the United States of America based on information provided by you. Additionally, we will perform the following non-attest services:

- Maintain capital assets listing and depreciation schedules
- Assist with the implementation of standards issued during the current audit period
- Assist with preparing GASB 34 journal entries
- Assist with recording current year investment activity

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other non-audit services we provide including those listed above. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

Rachel Young is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

The audit documentation for this engagement is the property of Avizo Group, Inc. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to any federal or state regulatory agencies or its, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Avizo Group, Inc. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Fees

The fee for this engagement was stated above in this document.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to any federal or state regulatory agencies or a designee; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue a written report upon completion of our audit of Cooperative District of the City of Spanish Fort – Highway 181 Public Facilities' financial statements., Our report will be addressed to management and those charged with governance of Cooperative District of the City of Spanish Fort – Highway 181 Public Facilities Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

Services Not Disclosed

It is our understanding that any services not specifically identified in this agreement or any other current agreement with Avizo are being performed or will be performed by the client or another provider secured by the client.

We appreciate the opportunity to be of service to Cooperative District of the City of Spanish Fort – Highway 181 Public Facilities and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign a copy of this letter and return it to us.

Yours sincerely,

Rachel Young

Rachel Young
Avizo Group, Inc.

Acknowledgment of Terms of Engagement

By signing below, I confirm I have the authority to contract on behalf of Cooperative District of the City of Spanish Fort – Highway 181 Public Facilities. Any services not specifically identified in this agreement or another signed agreement with Avizo, it is our understanding the client will perform such services or secure other providers. I hereby agree to the terms of engagement dated On Acceptance of Avizo Group, Inc. as set out above in this letter of engagement.

I, Mayor McMillan, of Cooperative District of the City of Spanish Fort – Highway 181 Public Facilities confirm that I understand and agree to the terms of engagement.

Signed:

Print Name: Mayor Michael McMillan

Date:

Agreement Summary

Sender	Avizo Group, Inc.
Sent Date	Tuesday, October 15, 2024 9:48 AM
Recipient	City Of Spanish Fort
Effective Start Date	On Acceptance
Payment Authority	None
Payment Method	None
Document ID	prop_m4gtbpqephqaapya3sjq
Status	Awaiting Acceptance

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City Of Spanish Fort

Start On Acceptance

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Introduction



Our planned timeline for the engagement is as follows:

December 9, 2024-Audit fieldwork begins

January 24, 2025-Draft of the financial statements ready for client review

January 31, 2025-Issuance of audit

Please note that this timeline is based on all requested items being provided to the auditors by the start of fieldwork. If at least 60% of requested items are not uploaded/provided by the Friday before the start of fieldwork, we will reach out to reschedule fieldwork dates and discuss the new timeline.

Services

Attestation Services - Independent Audit of Financial Statements

We will audit your financial statements for the year ended September 30, 2024.

Pricing

Billed on completion

\$5,215.00

✓ Attestation Services - Independent Audit of Financial Statements

General Terms and Conditions

October 15, 2024

Mayor Michael McMillan
Cooperative District of the City of Spanish Fort
Highway 98 Public Facilities
7581 Spanish Fort Blvd (US Hwy 31)
Spanish Fort, Alabama 36527

Dear Mayor McMillan,

ENGAGEMENT LETTER – Avizo Group, Inc. and Cooperative District of the City of Spanish Fort – Highway 98 Public Facilities

We are pleased to confirm our understanding of the services we are to provide Cooperative District of the City of Spanish Fort – Highway 98 Public Facilities for the year ended September 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Cooperative District of the City of Spanish Fort – Highway 98 Public Facilities as of and for the year ended September 30, 2024.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditors' Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We may request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and GAAS.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Cooperative District of the City of Spanish Fort – Highway 98 Public Facilities' compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also assist in preparing the financial statements and related notes of Cooperative District of the City of Spanish Fort – Highway 98 Public Facilities in conformity with accounting principles generally accepted in the United States of America based on information provided by you. Additionally, we will perform the following non-attest services:

- Maintain capital assets listing and depreciation schedules
- Assist with the implementation of standards issued during the current audit period
- Assist with preparing GASB 34 journal entries
- Assist with recording current year investment activity

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

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You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other non-audit services we provide including those listed above. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

Rachel Young is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

The audit documentation for this engagement is the property of Avizo Group, Inc. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to any federal or state regulatory agencies or its, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Avizo Group, Inc. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Fees

The fee for this engagement was stated above in this document.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to any federal or state regulatory agencies or a designee; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue a written report upon completion of our audit of Cooperative District of the City of Spanish Fort – Highway 98 Public Facilities' financial statements., Our report will be addressed to management and those charged with governance of Cooperative District of the City of Spanish Fort – Highway 98 Public Facilities Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

Services Not Disclosed

It is our understanding that any services not specifically identified in this agreement or any other current agreement with Avizo are being performed or will be performed by the client or another provider secured by the client.

We appreciate the opportunity to be of service to Cooperative District of the City of Spanish Fort – Highway 98 Public Facilities and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign a copy of this letter and return it to us.

Yours sincerely,FRF

Rachel Young

Rachel Young
Avizo Group, Inc.

Acknowledgment of Terms of Engagement

By signing below, I confirm I have the authority to contract on behalf of Cooperative District of the City of Spanish Fort – Highway 98 Public Facilities. Any services not specifically identified in this agreement or another signed agreement with Avizo, it is our understanding the client will perform such services or secure other providers. I hereby agree to the terms of engagement dated On Acceptance of Avizo Group, Inc. as set out above in this letter of engagement.

I, Mayor McMillan, of Cooperative District of the City of Spanish Fort – Highway 98 Public Facilities confirm that I understand and agree to the terms of engagement.

Signed:

Print Name: Mayor Michael McMillan

Date:

Agreement Summary

Sender	Avizo Group, Inc.
Sent Date	Tuesday, October 15, 2024 9:48 AM
Recipient	City Of Spanish Fort
Effective Start Date	On Acceptance
Payment Authority	None
Payment Method	None
Document ID	prop_m4gtm7v6trhaapqaz3va
Status	Awaiting Acceptance