

ORDINANCE NO. 634-2023

AN ORDINANCE EXEMPTING CERTAIN “COVERED ITEMS” FROM THE MUNICIPAL SALES AND USE TAX DURING THE THIRD WEEKEND OF JULY, 2023, AS AUTHORIZED BY *CODE OF ALABAMA* (1975) § 40-23-210 THROUGH § 40-23-213, AS AMENDED, GENERALLY REFERRED TO AS THE STATE BACK-TO-SCHOOL SALES TAX HOLIDAY LEGISLATION

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

Section 1. In conformity with the provisions of *Code of Alabama* (1975) § 40-23-210 through § 40-23-213, providing for a State Back-to-School Sales Tax Holiday, the City of Spanish Fort, Alabama, exempts “covered items” from the 1½% municipal sales and use tax during the same period, beginning at 12:01 a.m. on the third Friday in July, 2023 (July 21, 2023) and ending at twelve o’clock midnight on the following Sunday (July 23, 2023).

Section 2. This Ordinance shall be subject to all terms, conditions, definitions, time periods, and rules as provided by *Code of Alabama* (1975) § 40-23-210 through § 40-23-213, except that the time period shall only be as specified in Section 1 above and not for all years thereafter.

Section 3. The City Clerk is hereby authorized and directed to certify a copy of this Ordinance under the seal of the City of Spanish Fort, Alabama, and to forward said certified copy to the Alabama Department of Revenue to be recorded and posted on the Department website.

Section 4. This Ordinance shall become effective upon adoption.

ADOPTED AND APPROVED this _____ day of _____, 2023.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines
City Clerk

ORDINANCE NO. 635-2023

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH DIRECTV LLC

WHEREAS, the City of Spanish Fort and BellSouth Telecommunications, Inc., d/b/a AT&T Alabama previously entered into an agreement for the provision of certain IP-Enabled Video Services, which agreement is set to expire on December 31, 2023 (“the Agreement”); and

WHEREAS, DIRECTV LLC (hereinafter referred to as DIRECTV) is the successor in interest to AT&T Alabama; and

WHEREAS, DIRECTV has requested a four-year extension of the Agreement, beginning on January 1, 2024, and expiring on December 31, 2027; and

WHEREAS, the City Council desires to grant DIRECTV’s request to renew the Agreement for an additional term of four years.

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

SECTION 1. The City Council hereby agrees to renew with DIRECTV the terms of the Agreement granted to BellSouth Telecommunications, Inc., d/b/a AT&T Alabama for provision of certain IP-Enabled Video Services for a term of four years beginning on January 1, 2024, and expiring on December 31, 2027, in accordance with the terms of the Agreement between the parties, as the same has been amended. The City Council hereby authorizes the Mayor to execute the First Amendment to Video Services Agreement which is attached hereto as Exhibit 1, subject to any changes approved by the Mayor and City Attorney.

SECTION 2. Except as expressly amended in this Ordinance and the First Amendment to Video Services Agreement, all terms and conditions contained in Ordinance No. 440-2013, as amended, shall remain in full force and effect.

SECTION 3. 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 4. This Ordinance shall become effective upon its adoption or as otherwise required by state law.

Adopted and approved this ____ *day of* _____, 2023.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines
City Clerk

Exhibit 1

FIRST AMENDMENT TO VIDEO SERVICES AGREEMENT

THIS FIRST AMENDMENT TO VIDEO SERVICES AGREEMENT ("First Amendment") is made on this _____ day of _____, 2023, by and between DIRECTV, LLC ("DIRECTV") and the City of Spanish Fort, Alabama ("City").

RECITALS

WHEREAS on or about July 31, 2021, BellSouth Telecommunications, LLC d/b/a AT&T Alabama ("AT&T Alabama") completed the transfer of its interest in the Video Services Agreement ("Agreement") with the City regarding the provision of the U-verse IPTV video service to its affiliate, DIRECTV; and

WHEREAS the initial Agreement with the City was entered on August 14, 2013 for a term expiring December 31, 2023, but allows for extending the Agreement upon written mutual request of the parties; and

WHEREAS the City and DIRECTV now desire to extend the term of the Agreement through December 31, 2027, and agree that there is sufficient mutual consideration for renewing and extending the term of the Agreement; and

WHEREAS DIRECTV and the City of Spanish Fort desire to make one other modification to the terms of the Agreement, which is fully set forth herein below and agree that there is sufficient mutual consideration for renewing and extending the term of the Agreement through December 31, 2027.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the original Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DIRECTV and the City of Spanish Fort agree as follows:

1. Paragraph 2 of the Agreement is hereby amended and acknowledged to read as follows

Term. The term of this Agreement shall be from the Effective Date of this Agreement through December 31, 2027. The term may be extended upon mutual agreement of the parties in writing.
2. Paragraph 13, the "Notices" paragraph of the Agreement, is amended by changing the address for AT&T Alabama to the following:

DIRECTV
Legal/External Affairs
2260 E. Imperial Hwy.
El Segundo, CA 90245

e-mail: scott.alexander@directv.com
3. Unless amended by the terms of this First Amendment, all other terms and conditions of the Agreement, shall remain unchanged and in full force and effect throughout the extended term. In the event the terms and conditions of the Agreement conflict with the terms of this First Amendment, this First Amendment shall be deemed to supersede and override the terms of the Agreement.
4. This First Amendment incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements and understandings between the parties concerning the subject matter hereof. No deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations, agreements or understanding, whether oral or written.

IN WITNESS WHEREOF, DIRECTV and the City of Spanish Fort have caused this First Amendment to be duly executed on their behalf by their duly authorized representative, as of the date first above written.

(Signature page immediately follows)

DIRECTV, LLC (DIRECTV)

Printed Name: Scott J. Alexander

Title: Senior Director, External Affairs

Signature: _____

Date: _____

City of Spanish Fort Alabama

Printed Name: _____

Title: _____

Signature: _____

Date: _____

ATTEST

Name: _____

Title: _____

Date: _____

RESOLUTION NO. 1326-2023

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF SPANISH FORT, ALABAMA, TO MAKE A GRANT APPLICATION FOR THE COMMUNITY ORIENTED POLICING SERVICES HIRING PROGRAM FROM THE UNITED STATES DEPARTMENT OF JUSTICE

WHEREAS, the U.S. Department of Justice Community Oriented Policing (COPS) Services Hiring Program (“COPS”) provides funding directly to law enforcement agencies to hire and/or rehire career law enforcement officers to increase their community policing capacity and crime prevention efforts; and

WHEREAS, the City wishes to apply for COPS grant funding to appoint new police officers and/or fill vacant police positions within the City of Spanish Fort; and

WHEREAS, the application must be submitted for and on behalf of the City by its Mayor who is authorized by this Resolution to sign the application and any related forms or documents on behalf of the City; and

WHEREAS, the agreement shall be executed in the name of the City for and on behalf of the City by its Mayor.

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 make an application for the Community Oriented Policing (COPS) Services Hiring Program grant funding for the purpose of hiring new police officers and/or filling vacant police positions within the City of Spanish Fort. The Mayor is hereby authorized to execute any documents deemed necessary to secure such funding assistance. The narrative portion of the proposed grant application is attached hereto as Exhibit 1 to this Resolution, subject to any changes deemed necessary by the Mayor.

SECTION 2 The City hereby affirms that the minimum local matching share of funds required for the COPS hiring grant, if awarded, is twenty-five percent (25%) of the estimated project cost, and the City shall make such available for expenditure upon the award of such grant.

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

ADOPTED and APPROVED this _____ day of _____, 2023.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines
City Clerk

Exhibit 1

2023 Community Oriented Policing Services Hiring Program (CHP)

The Spanish Fort Police Department Community Initiative

The Spanish Fort Police Department Community Initiative was developed by compiling community concern information and implementing the problem-oriented policing strategy to most effectively identify the needs of the Spanish Fort community which leads to a sustainable trusting relationship within the community we serve. A tailored program strategy that utilizes an Enhanced Neighborhood Police Officer was found to best address the needs and enhancement of our diverse community, businesses, schools, parks and recreation departments. With the implementation of the “Protecting the Fort”, Mental Health Awareness/Education, Youth Supporting Services, “Fort Knocks”, and “Fortify the Fort” programs, a strong foundation for a long standing commitment to the community can be achieved, while simultaneously bolstering a proactive approach to address the immediate conditions that give rise to public safety issues.

This initiative was developed by implementing the problem-oriented policing in combination with the SARA method to most effectively identify the needs of the Spanish Fort Alabama community, to address support for crime control measures, to bolster solutions and prevention of crimes and to foster a sustainable trusting relationship within the community we serve. Several challenges impede the successful implementation of crime-reduction and problem solving within diverse communities. Law enforcement is most notably faced with a negative perception of the police culture and a common belief that procedural justice will not meet desired expectations. Not only is the Spanish Fort Police Department responsible for the preservation of law and order, but also to serve as effective mediators when conflicting interests within the community impede establishing a common vision and resolution. The demand for daily service greatly inhibits a long-term solution to the immediate call. Notably, the Spanish Fort Police Department experiences a heavy volume of repeated calls for service, often involving the same people resulting in an ineffective and time-consuming outcome that require a greater cost financially, emotionally, and physically to the community, city and the officers involved. The calls for service that originate from the Spanish Fort community most commonly include abandoned buildings, heavy neighborhood traffic or street drug dealing, suspicious persons, nuisance complaints, transient persons, and property theft. The Spanish Fort Police Department is dedicated to solutions that contributes to the effective decline of these types of community crimes and to ultimately eliminate the fear of crime in our neighbors completely.

The Spanish Fort Police Department understands that the “one size fits all” routinized intervention lacks key elements to successful problem solving and is committed to tailored approach solutions to the diverse reality of each situation. In an effort to better address community needs with the use of, but not limited to, human services organizations, citizen volunteers, civic groups, and faith-based organizations. Our goal is to understand and prevent violence and disorder within our community with the use of a proactive approach by determining the nature and extent of the problem and actively strengthening the integration of families, the community, and the police. The Community Oriented Policing Services Hiring Program Grant will allow a tremendous opportunity for the Spanish Fort Police Department to implement community-based initiatives tailored to the specific needs and concerns of the citizens of Spanish Fort Alabama to positively impact results of process and establish sustainment.

Our mission is to create a safe environment where the citizens of Spanish Fort are able to live, work, play, and learn while improving the quality of life for the community as a whole. The programs outlined below have been developed with a shared interest consistent with our core values to encompass integrity, professionalism, courage, and resiliency.

Mental Health Awareness and Education

Many people that the Spanish Fort Police Department encounter who suffer from mental illness frequently lack social support, are difficult to manage, and may have present complications such as alcohol or drug abuse. More often, people who feel threatened by the strange behavior of a person who is mentally ill may call the police to handle the problem. The Spanish Fort Police Department most frequently receives reports from the community concerned about an individual with “bizarre, unusual, or strange behaviors.” Once the responding officer

has arrived on scene, these behaviors typically have exacerbated to exhibit confused thoughts or actions, and aggressive actions to include destructive, assaultive, violent, or suicidal behavior. Currently, suicide is 1 of the 10 leading causes of death in the United States with data supporting that a one-in-three chance that someone other than the suicidal individual will be injured or killed during a suicide by cop incident. (Mohandie et al., 2009)

The lack of available mental health treatment centers in the area has resulted in, most commonly, a postponement of treatment until a person with a mental illness ultimately lacks cognitive reasoning, becomes aggressive and poses a danger to community safety. This result ultimately forces police officers to attempt to de-escalate a once preventable situation, provide safety and guidance for those involved or nearby and become frontline mental health workers at the same time. By developing a Crisis Intervention Team with the selected Enhanced Neighborhood Police Officers, the Spanish Fort Police Department will participate in training to help improve the ability of officers to recognize symptoms of mental health crisis, enhance officer's confidence and knowledge in addressing mental health emergencies. The Enhanced Neighborhood Police Officers will also provide resources and references for alcohol and drugs abuse programs, local shelter information and mental health facility locations and services. This initiative is in a supporting effort to build relationships between law enforcement and the mental health community to improve the effectiveness of the response to mental health calls by educating our officers and the public, safely de-escalating situations on-scene, achieving desired outcomes, and to reduce inaccurate beliefs about mental illness in general.

Youth Supporting Services

Many youth are exposed to physical and emotional violence in their homes, schools, and neighborhoods with teenagers particularly at risk for high levels of assault, maltreatment, and property victimization. In a number of continuing surveys, SRO's are a driving force behind proactive steps that reduces bullying and peer to peer violence within the school systems.

Following the Final Report of the President's Task force on 21st Century Policing, creating opportunities in the schools, as well as the community, for positive nonenforcement interaction with the police, (2015, p15) the Enhanced Neighborhood Police Officers will be the primary driving force for this interaction and also serve, in part, as the backing units for our current 4 full time Student Resource Officers. These officers will in turn, provide additional service to 4 different schools within the City of Spanish Fort to include: Spanish Fort Elementary, Rockwell Elementary, Spanish Fort Middle School, and Spanish Fort High School.

Providing support for the community's youth that bolsters a healthy possession of developmental assets has shown to demonstrate healthy adaptive behaviors in young adults such as valuing diversity, maintaining good health, resisting danger and offers beneficial outcomes to include a positive, trust-building partnerships with law-enforcement and promotes the overall success of our youth. Maintaining a proactive nonenforcement involvement with the youth, and allowing an active role and voice therein, will assist in creating legitimacy, trust and strengthen the importance of responsibility. Through these efforts, the Spanish Fort Police Department will gain a better recognition and understanding involving children's emotional, intellectual, and physical development, identifying early predictors and create an opportunity for coaching, mentoring, instill responsible decision-making skills, and reduce the social distance between the youth and the police as a result.

Information Sharing Between Enhanced Neighborhood Police Officer and Community

By implementing technology such as the "Neighbors App by Ring, "Next Door," and other social media platforms, the Spanish Fort Police Department and connected residents are able to send and receive real-time crime and safety alerts, share pertinent updates, target messaging, and keep the community informed of when and where things are happening in the area. Technologies like these can become a highly effective tool not only to prevent and solve crime but can also serve as a diverse victim support avenue for those in need. Working together with the community with technology as a medium, we can better modify conditions that can encourage criminal behavior and expand focus on crime prevention activities by encouraging members to come forth with relevant information.

Fort Knocks

The Fort Knocks initiative is a social nonenforcement and preventative measure to provide our citizens with an opportunity to interact with the officers who work in their neighborhoods, open dialogue with questions and concerns, share information and to provide crime prevention materials specifically to address Spanish Fort's criminal property victimization and to its older population with a particular emphasis on financial crimes awareness. This movement was also developed to establish viable solutions by bringing new resources from both inside and outside the justice system to important livability issues and to connect and participate in local HOA's and the BLIGHT programs.

Fortify the Fort

According to the most recent census in 2020, the population of Spanish Fort has increased by 48% and continues to grow as the second fastest growing city in Alabama. The Fortify the Fort project is a community collaboration program that partners with local business, shopping centers, churches, park and event departments and schools to equip the Spanish Fort Police Department with available technology and establishes a live video feed systems to develop a virtual fortification of the city to respond quickly and efficiently to better protect our citizens and visitors. Spanish Fort consists of more than just local government and neighborhood residents. Currently, the city of Spanish Fort Alabama has over 15 Churches of differentiating denominations, 4 major School systems along with many social groups, private and public agencies, with an addition of 4 park and recreation areas and 2 major shopping centers. Those who visit our parks, shopping centers, churches and public park events do so for supply, cultural or recreational purposes, and it is an utmost importance to provide those community members with the feeling of security for their families from being victimized by crime. With the deployment of this program in collaboration with the Enhanced Neighborhood Police Officer initiative, a basic need is fulfilled within the City of Spanish Fort where a common goal is achieved that promotes safety, economic growth, and diverse culture enjoyment.

The Spanish Fort Police Department has already implemented one Enhanced Neighborhood Police (ENP) Officer position just under one year ago. Although it has only been a short time, that one position has proven to positively impact the relationship between the Spanish Fort Police Department and the community it serves by putting the Spanish Fort Police Department's Community Initiative into action. However, this Initiative has shown that the addition of another ENP Officer could have an even greater positive impact due to the extreme work load this initiative has placed on just one ENP Officer. The Community Oriented Policing Services Hiring Program Grant will allow a tremendous opportunity for the Spanish Fort Police Department to continue to implement community-based initiatives tailored to the specific needs and concerns of the citizens of Spanish Fort, Alabama, which will to continue to increase the positive impact results of process and sustainment.

The COPS Hiring Grant will cover up to \$125,000 per officer position over a three year period with at least a 25% match from the City. The three-year total per officer position including salary and fringe benefits is \$194,916.63. This would require a commitment from the City to match approximately 35.87% of the overall cost totaling \$69,916.63 over a three year period. Another stipulation of the grant, if awarded, is that the City would retain the funded officer position at 100% of the cost for at least 12 months after the final expenditure of the grant. The chart below is an example of the costs broken down over a three-year period.

	Year 1	Year 2	Year 3	Total
Salary	\$48,246.17	\$48,246.17	\$48,246.17	\$144,738.51
Fringe Benefits	\$16,726.04	\$16,726.04	\$16,726.04	\$50,178.12
Grant Funds	\$41,666.67	\$41,666.67	\$41,666.67	\$125,000
Total City Cost	\$23,305.54	\$23,305.54	\$23,305.54	\$69,916.63

RESOLUTION NO. 1328-2022

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT
BETWEEN THE CITY OF SPANISH FORT AND POWERDMS**

WHEREAS, the City of Spanish Fort wishes to enter into an agreement with PowerDMS for setup and management of a platform for policy and compliance for the City of Spanish Fort Police Department.

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

SECTION 1. The City Council hereby approves and ratifies the attached agreement with PowerDMS, and the Mayor is hereby authorized to enter into the agreement on behalf of the City, subject to any changes to the terms and conditions approved by the Mayor. A copy of the proposed agreement is attached hereto as Exhibit 1.

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

ADOPTED AND APPROVED this ____ day of _____, 2023.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines
City Clerk

Exhibit 1

RESOLUTION NO. 1329-2023

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SERVICES BETWEEN THE CITY OF SPANISH FORT, ALABAMA, AND UNITI FIBER

WHEREAS, the City Council of the City of Spanish Fort, Alabama, has determined that it is in the best interest of the City to retain the services of Uniti Fiber to install a 50 Mbps Internet Fiber Optic line from the Spanish Fort Police Department to the Baldwin County Commission Annex IV for the purpose of communicating with Baldwin County 911.

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 a Contract for Services with Uniti Fiber to install a 50 Mbps Internet Fiber Optic line to from the Spanish Fort Police Department to the Baldwin County Commission Annex IV for the purpose of communicating with Baldwin County 911, in accordance with the proposals which are attached hereto as Exhibit 1, subject to any changes approved by the Mayor.

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

ADOPTED AND APPROVED this _____ day of _____, 2023.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines
City Clerk

Exhibit 1



Service Order

Offer Date:	03/28/2023	
Description:	50 Mbps Ethernet SFPD to Baldwin County Annex IV	
Opp. Number:	OPP-278814	
Requested By:	City of Spanish Fort AL 1560206 Michael McMillan	mayor@cityofspanishfort.com (251) 626-4884
Offered By:	Uniti Fiber Scott McMahan	scott.mcmahan@uniti.com (251)445-1807
Term (Months):	60	
Opportunity Type	New	Contract Term Type: New

A Service Address	A CPE Location
30500 State Highway 181, Spanish Fort, AL 36527-5803	Spanish Fort Police Department

Z Service Address	Z CPE Location
105 West 3rd Street, Bay Minette, AL 36507	Baldwin County Commission Annex IV

Quantity	Service	CPE Location A	CPE Location Z	Unit Monthly Charge	Unit One-Time Charge	Extended Monthly Charge	Extended One-Time Charge
1	50 Mbps Ethernet	Spanish Fort Police Department	Baldwin County Commission Annex IV	\$385.00	\$0.00	\$385.00	\$0.00

Service Order Total Monthly Charge	Service Order Total Non-Recurring Charge
\$385.00	\$0.00

Remarks
No Additional Notes

DocuSign will be utilized to route this Service Order form for electronic signature, name, title, date.

Please provide separate Implementation Form as soon as possible via email as electronic or scanned document to orders@uniti.com, via fax to 251-445-0642, or via online form where provided.

Customer acknowledges that Customer is ordering the Services from Uniti Fiber LLC, and/or its affiliate or subsidiary companies (collectively "Uniti Fiber"), and that local, state, and federal taxes and surcharges may apply. By signing, Customer acknowledges full and complete authority to bind Customer. Additional charges for any requested demarcation extension will be passed on to Customer. Access or other fees imposed by property owner shall be borne by Customer.

By signing this Service Order, Customer requests the Service ordered hereunder subject to the existing master services agreement or standard terms and conditions signed by the parties; or if none exists, then such Service is subject to the applicable terms and conditions of Uniti Fiber's standard terms and conditions (which may be changed from time to time at Uniti Fiber's discretion), a copy of which is available upon request. Uniti Fiber's master service agreement, any IP Transit service ordered hereunder shall be subject to the terms of Uniti Fiber's IP Transit Addendum which may be provided to Customer upon request and at Uniti Fiber's discretion may be changed or updated from time to time.

This Service Order becomes binding on Uniti Fiber upon Order Acceptance.

This Service Order fully incorporates the agreement titled Standard Terms & Conditions signed by Customer on the date March , 2023

Uniti Fiber

Signature: _____
 Name (printed): _____
 Title: _____
 Date: _____

City of Spanish Fort AL

Signature: _____
 Name (printed): Michael McMillan
 Title: Mayor
 Date: _____

UNITI FIBER LLC SERVICES AGREEMENT - STANDARD TERMS AND CONDITIONS

This Services Agreement (this "Agreement") is by and between Uniti Fiber LLC, a Delaware limited liability company ("Uniti Fiber"), and City of Spanish Fort AL, a/an Alabama Municipality ("Customer"), and is effective as of the date signed by Uniti Fiber below ("Effective Date").

1. Attachments and Service Orders: Customer and Uniti Fiber may execute a written order for a particular service (a "Service Order") using such Service Order form as provided by Uniti Fiber at the time of the order. A Service Order shall be deemed incorporated herein at the time Uniti Fiber provides Order Acceptance. The Service Order(s) and other attachments attached hereto and incorporated by reference detail the price, location, FOC date and other information about the service(s) to be provided by Uniti Fiber or its affiliates to Customer ("Services"), and are incorporated herein by reference. Customers may be required to forms relevant to e911, directory listing, and letter of authorization forms if ordering voice-related Services. All Services are offered subject to availability, and Uniti Fiber has the right not to accept any Service Order submitted by Customer. A Service Order may only be submitted to orders@uniti.com and shall be deemed accepted only after Order Acceptance by Uniti Fiber. If Uniti Fiber elects not to accept a Service Order submitted by Customer, Uniti Fiber shall use reasonable efforts to notify Customer of such rejection. "Order Acceptance" shall mean execution of the applicable Service Order(s) by a representative who has proper signatory authority and written notification (email is acceptable) sent to the other party that the Service Order has been reviewed and accepted.

2. Authorized Use: Customer may use the Services only for purposes which (a) are lawful, (b) do not violate Uniti Fiber's AUP and (c) are in compliance with the terms of this Agreement and any applicable attachments related to the specific Service. Internet Service provided by Uniti Fiber is intended for Customer's use only and may not be resold by Customer. Uniti Fiber offers all Services subject to availability; provided, however, if Customer has received notice that a Service Order has been accepted by Uniti Fiber, Uniti Fiber will provide Services for the term of such Service Order, subject to the terms of this Agreement and the Service Order. Uniti Fiber has the right to limit the manner in which any portion of its network and facilities ("Network") is used to protect the technical integrity of the Network. Any Service provided to Customer that includes bandwidth service is subject to Uniti Fiber's Acceptable Use Policy (AUP), which is incorporated herein by reference and is located at <https://uniti.com/uploads/documents/Uniti-Acceptable-Use-Policy6.25.2020.pdf>. By its signature below, Customer acknowledges receipt of the Acceptable Use Policy and any updates to such policy made by Uniti Fiber.

3. Cancellation, Modification, Delay or Expedition of Orders: Charges referenced hereunder are subject to modification from time to time by Uniti Fiber.

(a) Customer may request to cancel any Service Order(s) if the request is received in writing by Uniti Fiber prior to the Service Date (as defined in Section 7 below). Upon receipt of such request, Uniti Fiber shall use reasonable efforts to cancel the Service Order as promptly as possible. Each such request shall result in a cancellation charge to be invoiced to Customer equal to the costs incurred by Uniti Fiber through the date the applicable Service is cancelled, not to exceed fifty percent (50%) of the total monthly charges that would have been due during the Service Term (as defined in the Service Order). Once cancelled, a new Service Order must be submitted and accepted by Uniti Fiber if Customer wishes to order the Service.

(b) Customer may request the modification (including delay of Service) of any Service Order(s). Such requests must be made in writing at least three (3) business days before the date that Uniti Fiber is committing to deliver the Service (the "FOC date") and such requests are subject to acceptance by Uniti Fiber. Each such modification accepted by Uniti Fiber shall result in the

assessment by Uniti Fiber of a Service Order modification charge of \$250 (the "Modification Charge"). However, in the case of a requested delay, the first requested delay will be allowed by Uniti Fiber at no charge. Requests for delay may not exceed thirty (30) days cumulative. Any subsequent requests for delay, if allowed by Uniti Fiber, will result in a Modification Charge. If Uniti Fiber receives a written modification request for delay of installation less than three (3) business days prior to the FOC date Customer must pay, in addition to the Modification Charge, all recurring charges for the shorter of one billing month or the period from the original due date to the requested installation date.

(c) Customer may request Uniti Fiber to expedite the initial anticipated delivery date of any Service. Such requests must be made in writing and are subject to acceptance by Uniti Fiber. Each such request to expedite accepted by Uniti Fiber shall result in the assessment by Uniti Fiber of a Service Order expedite charge equal to Uniti Fiber's standard rates at the time of the request to expedite (the "Expedite Charge"). The Modification Charge shall be waived in those cases where the Expedite Charge is solely applicable.

(d) In addition to any charges imposed under clauses (a), (b) or (c) above, Uniti Fiber reserves the right to assess Customer any third-party charges incurred by Uniti Fiber to fulfill any request to cancel, modify, or expedite the Service Order(s).

4. Equipment, Installation and Interconnection: Other than the facilities, termination equipment, software and other devices or equipment provided by Customer or its end users in connection with the receipt and use of the Services ("Customer Property"), and unless otherwise provided elsewhere in this Agreement or any attachments hereto, Uniti Fiber will pay for, provide, install, maintain, operate, control and own any equipment, cable or facilities connected to the Network ("System Equipment"), which equipment at all times remains Uniti Fiber's personal property, regardless of where located or attached. Uniti Fiber may change, replace or remove the System Equipment, regardless of where located, so long as the basic technical parameters of the Service are not altered, and this Agreement constitutes Customer's consent to such change, replacement or removal. Customer may not rearrange or move or disconnect the System Equipment and is responsible for any damage to or loss of System Equipment caused by Customer's actions or omissions or that of its end users. Uniti Fiber has no obligation to install, maintain or repair any Customer Property. If any Customer Property is incompatible with Service(s) provided by Uniti Fiber, Customer is responsible for any special interface equipment, software or facilities necessary to ensure compatibility and Uniti Fiber shall not be required to deliver such Service(s) unless and until such additional Customer Property is installed and properly functioning. If, in responding to a service call from Customer, Uniti Fiber reasonably determines that the cause of such service call is a failure, malfunction or inadequacy of Customer Property, including any installed for purposes of compatibility, Customer will pay Uniti Fiber for such service call at Uniti Fiber's then prevailing rates.

5. Special Construction Charge: During the term of this Agreement as set forth in Section 16, Customer may request Uniti Fiber to construct a network path to meet Customer's specific needs with respect to the provision of Services. In the event Uniti Fiber elects to accept such request, Customer shall pay Uniti Fiber a "Special Construction Charge" as agreed upon by the parties in writing prior to the commencement of said construction. The parties understand and acknowledge that payment of the Special Construction Charge in no way shall grant to Customer any ownership of said network path being constructed, including any fiber therein, the System Equipment, Uniti Fiber's other equipment or materials, or any portion of the Uniti Fiber Network whatsoever, all of which shall remain the sole and separate property of Uniti Fiber.

UNITI FIBER LLC
SERVICES AGREEMENT - STANDARD TERMS AND CONDITIONS

6. Access: Uniti Fiber requires a Customer point of contact that can be reached 24x7. Uniti Fiber may require access to Customer's or its end user's premises to install and maintain the Service and System Equipment necessary for the provision of Service. Customer must provide, or cause its end users to provide, at no cost to Uniti Fiber, reasonable access, space, power and environmental conditioning as applicable to the particular installation, and must use, and cause its end users to use, commercially reasonable efforts to obtain any necessary consents or rights of way from third parties for such purposes. The failure of Customer to obtain such consents or rights shall excuse Uniti Fiber's delay in performing the Services until such consent or right is obtained.

7. Commencement of Service: Uniti Fiber will promptly notify Customer on the date that Uniti Fiber has completed its obligations for the commencement of Service and such Service is available for Customer's use (the "Service Date"). Unless Customer notifies Uniti Fiber in writing by close of business on the Service Date that Service is not operational as a result of Uniti Fiber's failure to deliver the Service, the term of the Service Order will begin on the Service Date and billing will commence. If Customer so notifies Uniti Fiber, Uniti Fiber will use reasonable efforts to inspect the purported issue and correct any compliance issues. If Uniti Fiber does not identify a compliance issue with the Service, Uniti Fiber will notify Customer, and the Service Date will remain unchanged. If Uniti Fiber does identify a compliance issue, the Service Date for such Service will be deemed to be the date upon which Uniti Fiber corrects such issue.

8. Charges, Billing and Payment: Acceptance of a Service Order submitted by Customer and the provision of Service is subject to Uniti Fiber's approval of Customer's credit standing. Uniti Fiber may require a deposit prior to the provision of Service or at any time as a condition to the continued provision of Service, if Uniti Fiber reasonably believes Customer's credit standing or payment record so requires such additional security for payment. Billing for Service begins on the Service Date and will not be delayed due to Customer Property not being ready or Customer's readiness to accept or use the Service. Uniti Fiber bills in advance for Service, except for usage-based charges for voice-related services. Any installation charges or other non-recurring charges, which are non-refundable, should appear on the first monthly invoice but may be delayed. Taxes, surcharges, any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise, and governmental fees are not included in Uniti Fiber's charges and will be billed and paid by Customer as separate line items. Customer will pay all taxes, fees, surcharges or assessments unless and until Customer provides Uniti Fiber with a valid exemption certificate or other supporting documentation reasonably requested by Uniti Fiber. All amounts billed are due by the next billing date. Any payment or portion thereof not made when due is subject to a late charge of 1.5% per month on the unpaid amount or, if lesser, the maximum rate permitted under applicable state law. Notwithstanding anything to the contrary herein, in the event of the nonpayment by Customer of an invoice for any Service(s) or equipment for a period exceeding thirty (30) days after the invoice due date, Uniti Fiber may, in its sole and absolute discretion, suspend providing Services to Customer (whether under this Agreement or other contract between Customer and Uniti Fiber), retrieve any equipment and pursue all legal remedies available to Uniti Fiber for such breach. Upon notice to Customer, Uniti Fiber may change rates ("New Rate(s)") offered pursuant to special arrangement or individual case basis pricing if the provision of service at the original rate(s) becomes economically infeasible. If Customer does not accept the applicable Service(s) at the New Rate(s), Customer may terminate such Service(s) without Termination Liability by submitting a termination request in writing to Uniti Fiber within fourteen (14) days of receiving notice from Uniti Fiber of the New Rate(s). Billing for a terminated Service

will stop thirty (30) days from the date the disconnect request is acknowledged by Uniti Fiber unless a specific date of greater than thirty (30) days is requested.

9. Claims and Disputes: If Customer reasonably disputes any charges billed hereunder, Customer must submit a documented claim regarding the disputed amount within 30 days of receipt of the bill on which the disputed charges appear. All claims regarding disputed charges not submitted to Uniti Fiber within such time are deemed waived and such charges accepted. Withheld disputed amounts determined in favor of Uniti Fiber will bear interest at the lesser of 1.5% per month or the maximum rate allowed by applicable state law from the date payment was due to the date payment was made.

10. Service Level Guarantee on Uniti Facilities and Available Credits: Uniti Fiber will issue credit allowances for service outages on Uniti facilities as set forth below following Customer's written request. Such credit will appear on the next invoice following processing. An outage of Service on Uniti facilities (excluding managed network, IT services, and LTE Services) begins when Customer reports the outage to the appropriate Uniti Fiber number(s) to open a trouble ticket, and ends when the affected circuit is fully operational, as evidenced by the closing of the trouble ticket. No credits will be given for outages that are (a) caused by Customer or an end user; (b) due to failure of power or Customer Property; (c) during any period in which Uniti Fiber is not given access to the Service premises; (d) part of a planned outage for maintenance; or (e) due to a Force Majeure Event. Services provisioned entirely on Uniti Fiber's Network will be credited at 1/1440 of the monthly recurring charges per 30-minute outage up to and including a 24-hour period, or if an outage is greater than 24 consecutive hours, at 1/144 of the monthly recurring charges per 3-hour outage. If 3 or more trouble tickets have been opened for a particular Service in a 30-day period for outages totaling an aggregate of 6 hours of outage in that 30-day period, and the cause of each outage is determined to be in Uniti Fiber's Network or System Equipment and is not due to a Force Majeure Event, such Service will be deemed a chronic trouble Service, and Customer may terminate the Service without incurring a Termination Liability.

11. Wireless LTE Services: For Customers purchasing wireless LTE Services, the underlying wireless carrier service is not directly provided by Uniti Fiber. The underlying wireless carrier has the right to manage its network, which may include throttling of speed or other measures up to and including suspension or termination of Service.

12. Cloud Connect Services: For Customers purchasing Cloud Connect Services, in addition to Uniti Fiber's Acceptable Use Policy, any Customer purchasing Cloud Connect Service hereby agrees to the Cloud Connect Acceptable Use Policy and the Cloud Connect Privacy Policy. "Cloud Connect Acceptable Use Policy" means the policy as it may be amended by PacketFabric from time to time, which is available at <https://www.packetfabric.com/acceptable-use-policy/> or at an alternate link identified on www.packetfabric.com. "Cloud Connect Privacy Policy" means PacketFabric's privacy policy as amended by PacketFabric from time to time, which is available at <https://www.packetfabric.com/privacy/> or at an alternate link identified on www.packetfabric.com. Uniti Fiber's Cloud Connect Service is a Layer 2 private connection to Cloud service providers ("CSPs") from the Uniti Fiber network. Customer understands and acknowledges that for Cloud Connect Services, Uniti Fiber is only responsible for the connectivity to the CSP provider. Uniti Fiber is not responsible for configuration, deployment, management, or performance of the CSP infrastructure or application services nor shall Uniti Fiber be liable for same.

13. Governmental Authorization, Regulatory Changes: Each party must comply with all applicable federal, state and local laws,

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rules, regulations and orders in performing its obligations hereunder. To the extent any provision of this Agreement conflicts with any such applicable law, rule or regulation, such law, rule or regulation will supersede the conflicting provision, however, all other provisions will be enforced to the extent permitted by law and in accordance with the commercial intent of the parties. Uniti Fiber may discontinue, limit or impose additional requirements to the provision of Service, upon 15 days written notice, as required to meet governmental regulatory requirements or when such requirements have a material adverse impact on the economic feasibility of Uniti Fiber providing Service, as determined in Uniti Fiber's reasonable business judgment.

14. Indemnification: Each party ("Indemnitor") must indemnify, defend and hold harmless the other party ("Indemnitee") from all losses or damages arising from or related to personal injury or property damage caused by the negligence or willful misconduct of Indemnitor. Customer must indemnify, defend and hold harmless Uniti Fiber from all losses or damages arising from Customer's breach of this Agreement, violation by Customer of any 3rd party intellectual property right, all claims of any kind by Customer's end users, or any act or omission of Customer in connection with any Service provided hereunder.

15. Limitation of Liability: Uniti Fiber is not liable for any indirect, incidental, consequential, special or punitive damages (including without limitation, lost profits or revenue) arising out of or related to the provision of Services hereunder or its indemnification obligations hereunder, including any claims made by or through third parties, or for any claim by Customer made more than one year after the occurrence of the event for which a claim is made. Uniti Fiber's liability to Customer shall in no event exceed one month's calculation of monthly recurring charges for the applicable Services. Uniti Fiber has no liability or obligation to Customer or its end users whatsoever for the content of information passing through its Network. Note for Customers purchasing SD WAN Services: VeloCloud will not have any direct relationship with or obligation to Customer under this Agreement.

16. Term: Subject to Section 17 and Section 18 below, this Agreement is effective for a period of five (5) years and commences upon the Effective Date. Thereafter, this Agreement remains in effect solely with respect to any then-current Service Order until the expiration or earlier termination of such Service Order(s). The term for which Customer is purchasing Services ("Service Order Term") shall be set forth on the applicable Service Order. Uniti Fiber and Customer may negotiate a renewal term at least thirty (30) days prior to the expiration of the initial Service Order Term. If the parties do not agree in writing to a renewal of the Service Order Term prior to its expiration, then Service(s) shall continue on a month-to-month basis at a rate not to exceed 150% of the prior rate until either of the parties terminates the Service(s) upon thirty (30) days' written notice. Upon termination of this Agreement, all rights of Customer to order new Services cease and Uniti Fiber has no further obligations to furnish Services to Customer.

17. Termination by Uniti Fiber:

(a) Uniti Fiber may terminate this Agreement or any Service Order hereunder or suspend Services, with prior written notice, upon: (i) Customer's failure to pay any amounts as provided herein; (ii) Customer's breach of any provision of this Agreement or any law, rule or regulation governing the Services; (iii) any insolvency, bankruptcy, assignment for the benefit of creditors, appointment of trustee or receiver or similar event with respect to Customer or its affiliates; (iv) any governmental prohibition or required alteration of the Services or if Uniti Fiber is unable to reasonably maintain any necessary Underlying Rights. "Underlying Rights" shall mean any right to use a service, facility or asset used by Uniti Fiber to deliver Service(s) to the Customer; including but not limited to pole attachments, franchise agreements, colocation agreements and dark fiber agreements.

(b) Uniti Fiber may terminate or suspend Services without notice if: (i) necessary to protect Uniti Fiber's Network; (ii) Uniti Fiber has reasonable evidence of Customer's fraudulent or illegal use of Services; or (iii) required by regulatory or other governmental authority.

(c) Any termination pursuant to this Section 17 shall not relieve Customer of any liability incurred prior to such termination or for payment of unaffected Services. All terms and conditions of this Agreement shall continue to apply to any Service or applicable Service Order not so terminated, regardless of the termination of this Agreement. If the Service provided under any Service Order hereunder has been terminated by Uniti Fiber in accordance with this Section 17 part (a)(i), (a)(ii), (a)(iii) or (b)(ii) and/or any other breach of this Agreement by Customer, and Customer wants to restore such Service, Customer first must pay all past due charges, any applicable non-recurring charge(s) and/or reconnection charge and a deposit equal to 2 months' recurring charges. All requests for termination will be processed by Uniti Fiber in 30 days or less. Customer must pay for Services until such termination occurs.

18. Termination Liability: If Uniti Fiber terminates this Agreement or any Service Order(s) hereunder pursuant to Section 17 above, or if Customer terminates this Agreement or any Service Order(s) hereunder for any reason (other than Uniti Fiber's material breach of this Agreement that remains uncured after written notice and a reasonable cure period of at least thirty (30) days or termination as permitted by Section 21), Customer must pay immediately to Uniti Fiber all monthly recurring charges associated with the terminated Service(s) for the balance of the Service Order Term(s) in such Service Order(s) and any outstanding non-recurring or other charges permitted hereunder ("Termination Liability").

19. Assignment: Customer may not assign or otherwise transfer this Agreement, any Service Order or any rights and/or obligations contained therein (including pursuant to a merger or change of control of Customer) without the prior written consent of Uniti Fiber, not to be unreasonably conditioned, withheld or delayed.

20. Entire Agreement: This Agreement, together with the Service Order(s), the Acceptable Use Policy, any attachments and all applicable tariffs incorporated herein by this reference, sets forth the entire agreement of the parties with respect to the subject matter hereof, and supersedes any prior agreements, promises, representations, understandings and negotiations between the parties with respect thereto. In the event of a conflict, the applicable Service Order shall prevail over this Agreement and any applicable tariff shall prevail over both. Any modifications, amendments, supplements to or waivers of this Agreement must be in type and executed by authorized representatives of both parties. Any handwritten changes or edits that have been inserted without authorization by both parties shall not be incorporated into this Agreement.

21. Force Majeure: Uniti Fiber is not liable to Customer or any third party for any failure of performance if such failure is due to any cause or causes beyond its reasonable control (a "Force Majeure Event"), including without limitation, acts of God, fire, explosion, vandalism, acts of terrorism, cable cut, adverse weather conditions, governmental action or inaction, labor difficulties and supplier failures. Invocation of this clause shall not relieve Customer of its obligation to pay for any Services provided to Customer. In the event such Force Majeure Event continues for 45 days, Customer may terminate the affected portion of the Services upon no less than thirty (30) days prior written notice.

22. Governing Law: This Agreement is governed by and subject to the laws of the State of Delaware, excluding its principles of conflicts of law.

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23. Headings: The headings herein are for convenience only and are not intended to have any substantive significance in interpreting this Agreement.

24. Relationship of Parties: The parties are independent contractors, and nothing herein creates or implies an agency relationship or a joint venture or partnership between the parties.

25. Jurisdictional Reports: At least annually and at any time upon Uniti Fiber's request, Customer will provide Uniti Fiber with reports of its estimated or actual percentage of interstate and intrastate use of Uniti Fiber's Services.

26. Litigation: If either party commences litigation under this Agreement, the prevailing party is entitled to reimbursement of its costs and attorneys' fees from the other party.

27. Non-Exclusivity: This Agreement is non-exclusive. Nothing herein prevents either party from entering into similar arrangements with other entities.

28. Notices: Whenever written notice is required to be provided by this Agreement, Uniti Fiber must provide such notice to Customer's billing address, and Customer must provide such notice to Uniti Fiber at 107 St. Francis Street, Suite 1800, Mobile, AL 36602, Attn: Finance. A notice is deemed given when delivered at such designated address.

29. No Waiver: Either party's failure to enforce any provision or term of this Agreement shall not be construed as a future or continuing waiver of such provision or term of this Agreement.

30. Confidentiality; Use of Name: Customer may not issue a news release, public announcement, advertisement or other form of publicity concerning the existence of this Agreement, the Services provided hereunder or the terms, conditions or pricing set forth in this Agreement or any Service Order without the prior written consent of Uniti Fiber. Customer may not use Uniti Fiber's name, logo or service mark in marketing services to end users.

31. Representations and Warranties: Each party represents and warrants that it is fully authorized to enter into this Agreement and any Service Order hereunder. Uniti Fiber represents and warrants to Customer that any Services provided hereunder will be performed in a professional manner by qualified and trained personnel. UNLESS SPECIFICALLY STATED HEREIN OR IN ANY SERVICE ORDER, UNITI FIBER MAKES NO OTHER

WARRANTIES, REPRESENTATIONS OR AGREEMENTS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

32. Severability: If any provision hereunder is declared or held invalid, illegal or unenforceable, this Agreement will be revised only to the extent necessary to make such provision(s) legal and enforceable, or if impossible, the unaffected portions of this Agreement shall remain in full force and effect so long as the Agreement remains consistent with the parties' original intent.

33. Survival: The terms and conditions of this Agreement will survive the expiration or other termination of this Agreement to the fullest extent necessary for their enforcement and for the realization of the benefit thereof by the party in whose favor they operate.

UNITI FIBER LLC

Signature: _____

Name (printed): _____

Title: _____

Date: _____

City of Spanish Fort AL

Signature: _____

Name (printed): _____

Title: _____

Date: _____

RESOLUTION NO. 1330-2023

**A RESOLUTION AMENDING THE SPANISH FORT POLICE DEPARTMENT
POLICY MANUAL**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPANISH
FORT, ALABAMA, as follows:**

SECTION 1. The City Council of the City of Spanish Fort has established and adopted certain policies and procedures for the Police Department of the City of Spanish Fort, and the City Council hereby adopts and approves certain amendments to the Spanish Fort Police Department Policy Manual, as approved by the Mayor.

SECTION 2. The Spanish Fort Police Department Policy Manual may be amended from time to time as approved by the Mayor.

SECTION 3. No part of this Resolution should be construed to exempt any Police Department Personnel from adhering to the City of Spanish Fort Personnel Manual as adopted in Resolution No. 1239-2022, or any amendments thereto.

SECTION 4. 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 5. Any resolution heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Resolution is hereby repealed to the extent of such conflict. Notwithstanding the foregoing, Resolution No. 1239-2022, as amended, shall continue in full force and effect, and the more stringent standards or requirements contained either in the Personnel Manual or the Police Policy and Procedure Manual shall govern. Except as expressly amended herein, all terms, conditions and provisions contained in the Spanish Fort Police Department Policy Manual shall remain in full force and effect.

ADOPTED AND APPROVED this ____ day of _____, 2023.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines
City Clerk

RESOLUTION NO. 1331-2023

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR SERVICES BETWEEN THE CITY OF SPANISH FORT, ALABAMA, AND THE SPANISH FORT SPORTS ASSOCIATION

WHEREAS, the SPANISH FORT SPORTS ASSOCIATION (“the Association”) provides a valuable service to the City of Spanish Fort and its citizens by providing organized league play in baseball and softball activities for the general public within the City; and

WHEREAS, the City has recognized and continues to recognize the benefits conferred upon the City and its citizens as a direct result of the services performed by the Association on an annual basis; and

WHEREAS, the City desires to continue the benefits conferred upon the public as a direct result of the Association’s efforts.

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

The City Council requests and authorizes the Mayor to enter into an agreement with the Association for services rendered to the City of Spanish Fort in the provision of league play activities. In consideration of such services, there is hereby appropriated the sum of Twenty Thousand Dollars (\$20,000.00) to the Spanish Fort Sports Association. A copy of the proposed Agreement is attached hereto as Exhibit A, subject to any changes approved by the Mayor.

ADOPTED and APPROVED this _____ day of _____, 2023.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines
City Clerk

Exhibit A

AGREEMENT

This Agreement is entered into on this the ____ day of _____, 2023, by and between the City of Spanish Fort (“City”) and the SPANISH FORT SPORTS ASSOCIATION (“Association”).

WHEREAS, the SPANISH FORT SPORTS ASSOCIATION provides a valuable service to the City of Spanish Fort and its citizens by providing league play in baseball and softball for the general public within the City; and

WHEREAS, the City has recognized and continues to recognize the benefits conferred upon the City and its citizens as a direct result of the services performed by the Association on an annual basis; and

WHEREAS, the parties desire to enter into an agreement to continue the aforesaid benefits conferred upon the citizens of the City.

WITNESSETH:

For and in consideration of the premises contained herein, the parties hereby agree as follows:

1. The City hereby agrees to provide to the ASSOCIATION the sum of TWENTY THOUSAND DOLLARS (\$20,000.00) as consideration for the services to be performed by the Association.
2. The Association agrees to provide league play in baseball and softball for the general public within the City, without discrimination, and the Association shall be responsible for all aspects of the programs.
3. The term of this Agreement shall be for the remainder of the 2023 calendar year.

DONE THIS ____ DAY OF _____, 2023.

Michael M. McMillan, Mayor

ATTEST:

Rebecca A. Gaines
City Clerk

SPANISH FORT SPORTS
ASSOCIATION

By: _____

Its: _____