

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

Regular Meeting
May 5, 2025
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 April 21, 2025
Regular Meeting April 21, 2025

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

The 15th Annual Delta Woods and Waters Expo, sponsored by the City of Spanish Fort and the 5 Rivers Delta Resource Center, was a great success. Thank you to the staff at the City of Spanish Fort and 5 Rivers Delta Resource Center. Thank you to our title sponsor Mobile Infirmary, and thank you to all of the volunteers, sponsors, and presenters who made the event possible.

On Sunday, May 18, 2025, the Baldwin Pops Band will be performing a free concert at the Spanish Fort Community Center at 6:00 p.m. Bring your tailgate chairs and enjoy Pops by the Pond! FAME, Fine Arts, Music & Entertainment will have an art guild show prior to the concert beginning at 5:00 p.m. inside the Community Center.

- IX. OLD BUSINESS
- X. NEW BUSINESS

Swearing in of Fire Department Employees

Proclamation of the Week of May 18-24, 2025, as Emergency Medical Services Week in the City of Spanish Fort

Proclamation of May 2025, as Mental Health Month in the City of Spanish Fort

Recognition of Graduating Library Volunteers

Recognition of Junior City Council

Ordinance No. 703-2025-----An Ordinance Exempting Certain “Covered Items” from the Municipal Sales and Use Tax During the Third Weekend of July, 2025, as Authorized by the State Back-to-School Sales Tax Holiday Legislation

Ordinance No. 704-2025-----An Ordinance Establishing the Use of Electronic Vote Counting Devices

Resolution No. 1502-2025----A Resolution Setting Forth the Rules and Regulations for the Rental and/or Use of the Spanish Fort Community Center

Resolution No. 1503-2025----A Resolution Authorizing the Mayor and the Fire Chief of the City of Spanish Fort, Alabama, to Make Application for the State Homeland Security Grant Program on Behalf of the Spanish Fort Fire Rescue Department

Resolution No. 1506-2025-----A Resolution Authorizing the Mayor and the Police Chief of the City of Spanish Fort, Alabama, to Make Applications for the Homeland Security Grant Program

Resolution No. 1507-2025-----A Resolution Awarding a Bid for a Portable Training Facility for the Spanish Fort Police Department

Resolution No. 1509-2025-----A Resolution Authorizing the Mayor and/or the Chief of Police to Execute a Memorandum of Understanding between the City of Spanish Fort Police Department and the Southwest Alabama Regional Highway Safety Office

Resolution No. 1510-2025----A Resolution Authorizing the Mayor of the City of Spanish Fort to Make a Grant Application for a Grant Administered through the Alabama Coastal Management Program

Resolution No. 1511-2025----A Resolution Amending the Employee Pay Classification Guidelines

Resolution No. 1512-2025-----A Resolution Authorizing the Mayor to Execute an Agreement between the City of Spanish Fort, Alabama, and Axon Enterprises, Inc.

Resolution No. 1513-2025----A Resolution Authorizing the Mayor to Enter into an Intergovernmental Services Agreement with Baldwin County for the Purpose of Mowing Certain Rights-of-Way

Resolution No. 1514-2025----A Resolution Authorizing the Mayor to Execute a Lease Agreement between the City of Spanish Fort, Alabama, and Safe Haven Baby Boxes, Inc.

Resolution No. 1515-2025-----A Resolution Authorizing An Amendment to an Intergovernmental Services Agreement with the Baldwin County Commission for Assistance with Funding for a Transportation Alternatives Program Project for the Construction of Multi-Use Sidewalk Improvements Along Jimmy Faulkner Drive from Dunlin Avenue to Spanish Fort Middle School

- XI. ADJOURN TO NEXT MEETING
Work Session May 8, 2025
Work Session and Regular Meeting, May 19, 2025

Spanish Fort City Council

Minutes, Work Session, Monday, April 21, 2025

The City Council of the City of Spanish Fort, Alabama, met April 21, 2025, at 5:07 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, Stephen Winn, 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; and 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. 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 Perry and seconded by Councilmember Winn to go into executive session at 5:47 p.m. to discuss the aforementioned matters. Mayor McMillan called for the polling of votes. Voting “aye” were Councilmembers Smith, Gustafson, Perry, Winn, 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 6:03 p.m.

The Council discussed general municipal business.

There being no further business before the Council, the work session adjourned at 6:03 p.m.

Approved this _____ day of May 2025.

Rebecca A. Gaines, CMC
City Clerk

**Spanish Fort City Council
Minutes, Regular Meeting, April 21, 2025**

CALL TO ORDER

The City Council of the City of Spanish Fort, Alabama, met Monday, April 21, 2025, at 6:03 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, Stephen Winn, Mary Brabner and Mayor McMillan. A quorum being present, the meeting proceeded.

INVOCATION AND PLEDGE OF ALLEGIANCE

Councilmember Shane Perry led the invocation and Pledge of Allegiance.

APPROVAL OF MINUTES OF PREVIOUS MEETINGS

The minutes of the Meeting and Work Session of April 7, 2025, and the Special Meeting of April 10, 2025, were distributed to each member, and Mayor McMillan called for any corrections. Mayor McMillan declared the minutes approved as submitted.

REPORTS OF COMMITTEES AND OFFICERS

Councilmember Gustafson reported that the Junior City Council will be assisting with the upcoming Delta Woods and Waters event.

Councilmember Curt Smith reported that the Planning Commission, at its April 14, 2025, meeting, approved the final plat for Brentwood Phase IV and approved a plat in Cambron combining 2 lots into 1 lot.

Councilmember Brabner presented the Public School Commission, 3-mil tax report, presenting a video showcasing the AP Environmental program at Spanish Fort High School. The program is able to use funds from the 3-mil tax to purchase supplies for studying environmental aquatic habitats, photosynthesis, hermit crabs, and the effects of environment on various types of plants. The additional supplies and resources allow students to be hands on and “do science”, rather than just study science.

PUBLIC PARTICIPATION

There was none.

ANNOUNCEMENTS

The City would like to thank Wallace Gilberry for co-sponsoring the annual Easter Egg Hunt. It was a great success. Over 10,000 eggs were picked up, and the children and adults had a great time.

The 15th Annual Delta Woods and Waters Expo, sponsored by the City of Spanish Fort and the 5 Rivers Delta Resource Center, will be held at 5 Rivers on the Causeway on April 26, 2025, from 9:00 a.m. to 3:00 p.m. Featuring presentations and exhibitions by experienced outdoorsmen, professionals, educators and enthusiasts, the Delta Woods & Waters Expo includes numerous fun and exciting hands-on demonstrations which allow attendees to learn and practice new skills with one-on-one instruction. This event is free to the public.

On Sunday, May 18, 2025, the Baldwin Pops Band will be performing a free concert at the Spanish Fort Community Center at 6:00 p.m. Bring your tailgate chairs and enjoy Pops by the Pond! FAME, Fine Arts, Music & Entertainment will have an art guild show prior to the concert beginning at 5:00 p.m. inside the Community Center.

The City Council and Mayor would like to thank City Magistrate April McDonald for her efforts in organizing meals and recognitions for our police dispatchers during National Public Safety Telecommunications Week, held April 13-18.

OLD BUSINESS

There was none.

NEW BUSINESS

Swearing in Ceremony for City Firefighters

Mayor McMillan called upon Fire Chief Roger Few and City Clerk Rebecca Gaines who swore in new Spanish Fort Fire Rescue Firefighters Jace Menard and David Hall.

Recognition of Fire Department Employees

Mayor McMillan called upon Fire Chief Roger Few who presented CPR Save, life saver awards to Firefighters Jase Menard and Chase Bozeman.

Ordinance No. 702-2025

Mayor McMillan presented Ordinance No. 702-2025, an ordinance amending Ordinance No. 688-2024, altering and establishing the district lines or boundaries for the 2025 and subsequent municipal elections. David Conner explained the proposed Ordinance. Discussion followed. Mayor McMillan opened the public hearing. There were no speakers. Mayor McMillan closed the public hearing.

A motion was made by Councilmember Smith and seconded by Councilmember Perry to adopt Ordinance No. 702-2025 with amendments offered during the work session and at the meeting. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Smith, Gustafson, Perry, Winn, Brabner and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the Ordinance adopted.

Ordinance No. 703-2025

Mayor McMillan introduced Ordinance No. 703-2025, an ordinance exempting certain “Covered Items” from the municipal sales and use tax during the third weekend of July, 2025, as authorized by the state Back-to-School Sales Tax Holiday legislation. David Conner explained the proposed Ordinance. Discussion followed.

Resolution No. 1491-2025

Mayor McMillan presented Resolution No. 1491-2025, a resolution accepting certain streets for maintenance. David Conner explained the proposed Resolution. Discussion followed.

A motion was made by Councilmember Brabner and seconded by Councilmember Gustafson to adopt Resolution No. 1491-2025. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Smith, Gustafson, Perry, Winn, Brabner and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the Resolution adopted.

Resolution No. 1494-2025

Mayor McMillan presented Resolution No. 1494-2025, a resolution authorizing the Mayor to enter into an agreement with Forever Lawn, Inc., for materials and installation of a children’s playground. David Conner explained the proposed Resolution. Discussion followed.

A motion was made by Councilmember Perry and seconded by Councilmember Winn to adopt Resolution No. 1494-2025, to reflect that the contract was for the provision of turf for the children’s playground. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Smith, Gustafson, Perry, Winn, Brabner and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the Resolution adopted.

Resolution No. 1495-2025

Mayor McMillan presented Resolution No. 1495-2025, a resolution approving an agreement between the City of Spanish Fort and the Alabama Department of Transportation for grading and/or landscaping on a right-of-way. David Conner explained the proposed Resolution. Discussion followed.

A motion was made by Councilmember Winn and seconded by Councilmember Perry to adopt Resolution No. 1495-2025. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Smith, Gustafson, Perry, Winn, Brabner and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the Resolution adopted.

Resolution No. 1496-2025

Mayor McMillan introduced Resolution No. 1496-2025, a resolution approving an agreement between the City of Spanish Fort and KultureCity for the provision of sensory inclusive training and equipment for the Spanish Fort Fire Rescue Department. David Conner explained the proposed Resolution. Discussion followed.

A motion was made by Councilmember Smith and seconded by Councilmember Brabner to adopt Resolution No. 1496-2025. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Smith, Gustafson, Perry, Winn, Brabner and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the Resolution adopted.

Resolution No. 1498-2025

Mayor McMillan presented Resolution No. 1498-2025, a resolution authorizing the Mayor to enter into an agreement with Turf Tank USA Inc. for the rental of a robotic paint sprayer for athletic fields. David Conner explained the proposed Resolution. Discussion followed.

A motion was made by Councilmember Winn and seconded by Councilmember Gustafson to adopt Resolution No. 1498-2025. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Smith, Gustafson, Perry, Winn, Brabner and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the Resolution adopted.

Resolution No. 1502-2025

Mayor McMillan introduced Resolution No. 1502-2025, a resolution setting forth the rules and regulations for the rental and/or use of the Spanish Fort Community Center. David Conner explained the proposed Resolution. Discussion followed.

Resolution No. 1503-2025

Mayor McMillan introduced Resolution No. 1503-2025, a resolution authorizing the Mayor and/or the Fire Chief of the City of Spanish Fort, Alabama, to make application for the State Homeland Security Grant Program on behalf of the Spanish Fort Fire Rescue Department. David Conner explained the proposed Resolution. Discussion followed.

Resolution No. 1504-2025

Mayor McMillan introduced Resolution No. 1504-2025, a resolution appointing members to the Spanish Fort Public School Commission. Discussion followed.

A motion was made by Councilmember Perry and seconded by Councilmember Gustafson to adopt Resolution No. 1504-2025. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Smith, Gustafson, Perry, Winn, Brabner and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the Resolution adopted.

Resolution No. 1505-2025

Mayor McMillan introduced Resolution No. 1505-2025, a resolution appointing a voting delegate for the City of Spanish Fort to serve as the City’s voting delegate to the Alabama League of Municipalities 2025 Annual Convention. Discussion followed.

A motion was made by Councilmember Smith and seconded by Councilmember Winn to suspend the rules to allow for immediate consideration of Resolution No. 1505-2025. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Smith, Gustafson, Perry, Winn, Brabner and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the rules suspended to allow for immediate consideration of the Resolution.

A motion was made by Councilmember Smith and seconded by Councilmember Perry to adopt Resolution No. 1505-2025. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Smith, Gustafson, Perry, Winn, Brabner and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the Resolution adopted.

Resolution No. 1506-2025

Mayor McMillan introduced Resolution No. 1506-2025, a resolution authorizing the Mayor and the Police Chief of the City of Spanish Fort, Alabama, to make applications for the Homeland Security Grant Program. Discussion followed.

Resolution No. 1507-2025

Mayor McMillan introduced Resolution No. 1507-2025, a resolution awarding a bid for a portable training facility for the Spanish Fort Police Department. Discussion followed.

Resolution No. 1508-2025

Mayor McMillan introduced Resolution No. 1508-2025, a resolution approving an agreement between the City of Spanish Fort and Hunter Security for Monitoring of Internal Two-Way Communications for the Elevator at the City of Spanish Fort Community Center. Discussion followed.

A motion was made by Councilmember Perry and seconded by Councilmember Brabner to suspend the rules to allow for immediate consideration of Resolution No. 1508-2025. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Smith, Gustafson, Perry, Winn, Brabner and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the rules suspended to allow for immediate consideration of the Resolution.

A motion was made by Councilmember Perry and seconded by Councilmember Brabner to adopt Resolution No. 1508-2025. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Smith, Gustafson, Perry, Winn, Brabner 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 6:45 p.m.

Approved this ____ day of April, 2025.

Rebecca A. Gaines
City Clerk.

ORDINANCE NO. 703-2025

AN ORDINANCE EXEMPTING CERTAIN “COVERED ITEMS” FROM THE MUNICIPAL SALES AND USE TAX DURING THE THIRD WEEKEND OF JULY 2025, AS AUTHORIZED BY 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 2025 (July 18, 2025) and ending at twelve o’clock midnight on the following Sunday (July 20, 2025).

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 _____, 2025.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk

ORDINANCE NO. 704-2025

AN ORDINANCE ESTABLISHING THE USE OF ELECTRONIC VOTE COUNTING DEVICES

WHEREAS, Chapter 7 of Title 17 of the Alabama Code of 1975, and the regulations adopted pursuant thereto by the Alabama Electronic Voting Committee, provide for the use of Electronic Vote Counting Systems; and

WHEREAS, Section 17-7-21 of the *Code of Alabama*, 1975 provides that a municipality may in its discretion, by adoption of an appropriate resolution, authorize, adopt, and direct the use of electronic vote counting systems for use in all elections held in such municipality.

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

SECTION 1. The City of Spanish Fort, for all elections held subsequent to the passage of this resolution, hereby adopts and directs (1) the use of the DS200 Electronic Vote Counting System used by Baldwin County for elections, a system which complies with Section 17-7-21 of the *Code of Alabama*, or (2) any subsequent model device, which complies with Section 17-7-21, Code of Alabama, 1975; and also adopts the ExpressVote System used by Baldwin County, or any subsequent model device, which complies with Section 17-7-21 and Section 17-2-4 of the *Code of Alabama*, 1975; and (3) adopts any regulations adopted pursuant thereto, which are hereby authorized for the reporting, counting, and tabulation of any and all municipal election results of the City; and

SECTION 2. That the Mayor of the City of Spanish Fort, Alabama, is hereby directed to file a copy of this Resolution with the Secretary of State as provided in Section 17-24-21 of the Code of Alabama 1975.

SECTION 3. Any Ordinance or Resolution which conflicts with this Ordinance is hereby repealed.

SECTION 4. This Resolution shall become effective upon its adoption.

ADOPTED AND APPROVED this ____ day of ____, 2025.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk

RESOLUTION NO. 1502-2025

A RESOLUTION SETTING FORTH THE RULES AND REGULATIONS FOR THE RENTAL AND/OR USE OF THE SPANISH FORT COMMUNITY CENTER

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

SECTION 1. Reservations.

Reservations shall be on a first come, first serve basis, except for governmental functions which shall take precedence over all other functions. Persons or groups wishing to reserve the facility must complete, date and sign an Application for Use of Activity Center form, Cancellation Policy, Indemnity/Hold Harmless Agreement, and pay the required rental deposit in order for the reservation to be entered on the Activities Calendar located in the Spanish Fort Community Center. No reservations will be confirmed until the aforementioned documents are received and the deposit is paid. Those persons signing the rental agreement will be considered the renting party and will be responsible for all payments. All refunds, deposits and paperwork must be received from the party listed on the rental agreement, and that party must be physically present on the premises at all times during the event.

Cancellations or date changes must be in writing and signed by the same person who signed the application and paid the rental fees and must be given to the City Representative at the Spanish Fort Community Center not less than thirty (30) days prior to the event for any refund to be given. Fee refunds will be made by check, less 20% of the deposit as a handling charge. All required fees shall be paid in full at least thirty (30) days prior to the event. No refunds will be made for cancellations made within 30 days of the event. The Damage Deposit shall be paid seven days prior to event.

No Sunday rentals are allowed without the written permission of the Mayor or City Clerk. Home/Property Owners Associations located within the City of Spanish Fort may be allowed to use the facility for Annual Meetings of their Association on weeknights with the permission of the Mayor or City Clerk. No more than one Home/Property Owners Association meeting shall be scheduled per week, unless allowed in writing by the Mayor or City Clerk.

SECTION 2. Rental Rates.

A. Multi-Purpose Room and Lobby

The Multi-Purpose Room will accommodate gatherings of up to 200 banquet-style seating or 300 auditorium style seating. The room is best utilized for weddings, receptions, anniversaries, birthdays, family reunions and parties. The use of the Lobby is included in the rental of the Multi-Purpose Room.

The Rental Fee for persons residing in the corporate limits of the City of Spanish Fort ("Residents") is \$850.00 per day up to 6 hours. Each additional hour is \$150.00 per hour.

Resident Applicants must provide proof of residency in the corporate limits of the City of Spanish Fort, Alabama. Residency rates are only applicable to individual events, including, but not limited to, weddings, birthday parties, family reunions, etc. Residency rates are not available for commercial, group or corporate/business events.

The Rental Fee for Non-Residents is \$1,100.00 per day for up to 6 hours. Each additional hour is \$150.00 per hour.

The Rental Fee for Commercial or Business renters is \$1100.00 per day up to 6 hours. Each additional hour is \$150.00 per hour.

The lobby gathering space is only available when used in conjunction with the multi-purpose room and would allow wedding ceremony, overflow, refreshments, space to greet guests or similar uses.

The lobby gathering space is only available when used in conjunction with the multi-purpose room and would allow wedding ceremony, overflow, refreshments, space to greet guests or similar uses.

B Kitchen

The kitchen is not a full-service kitchen and does not have a stove/oven. The kitchen is equipped with warming cabinet, refrigerator, freezer and ice machine.

Rental Fee is \$50.00.

Use of the kitchen is allowed only on the day of the event, during the event rental time, unless otherwise approved by the Mayor and/or City Clerk. If storage of items in the kitchen is necessary, a renter should contact the City Clerk to seek permission to store items in the kitchen. An additional fee may be charged for overnight storage.

C. Linens.

The City has white linen 132” round tablecloths. The rental fee is \$20.00 per cloth.

D. SECURITY

If security and/or fire watch personnel are required by this Resolution, the following rates shall apply:

Police Officer rate is \$45.00 per hour.

Fire Watch Personnel rate is \$45.00 per hour.

E. DEPOSITS

The Reservation Deposit is \$175.00 for residents and \$300.00 for non-residents and Commercial or Business Users.

The Damage Deposit is \$500.00.

The Mayor has sole discretion to waive or reduce the rental fee for civic or non-profit groups. Any and all requests for a waiver of rental fees must be submitted in writing. In the event Mayor agrees to waive the rental fee, the user will be required to pay a \$150.00 clean up fee which shall be paid upon reservation, unless the clean up fee is waived by the Mayor, and all other fees shall be paid as set forth above.

SECTION 3. Rules and Regulations.

A. Alcoholic Beverages

1. Alcoholic beverages may not be consumed in the parking area.
2. If alcoholic beverages are to be consumed on City property, all State guidelines must be followed in accordance with the Alcoholic Beverage Control Board (ABC) licensing and all applicable laws, rules and regulations. A minimum of two (2) law enforcement Officers, certified by the Alabama Peace Officers Standards and Training Commission (APOST), must be employed by the renter and be on site at any time in which alcohol is to be served. In addition, one qualified Fire Watch shall be employed by the renter and be on site at any time in which alcohol is to be served. City of Spanish Fort Police Officers and Spanish Fort Fire Rescue Department personnel are preferred and should be given the right of first refusal. The renter shall be responsible for securing police and/or fire personnel to work their event and shall be responsible for paying such personnel. If an Alabama Alcoholic Beverage Control license is required for the event, it is the renter's responsibility to secure all licenses, insurance and permissions required.

B. Business License

1. A City of Spanish Fort Business License is required for all vendors involved/engaged with the event which includes, but not limited to, the event coordinator/planner, florist, caterer, bakery, cake shop, rental companies and musician.
2. Applicant must provide a list of all vendors per application no later than ten (10) days prior to the event.

B. Kitchen

- 1 A kitchen fee will be assessed if the kitchen is used for any reason.
2. It is the responsibility of the renter to inform the caterer and other vendors of the rules and regulations. The caterer and/or renter are responsible for ensuring that the kitchen is cleaned and returned in the condition delivered.

C. Music

Music must be kept to a reasonable volume. Music must be turned down or off if any complaint is received from a neighbor or deemed too loud by Police Officers or any City Official. Use of the City's sound booth and/or projection system is not included in the rental package.

D. Minors

1. Anyone under the age of 21 attending an event where alcohol is to be consumed must have a legal adult guardian present.
2. Events held for the benefit of minors require adult chaperones. Adult chaperones must be present at the complex at all times.
3. A list of Adult chaperones must be approved by the City Representative before the event can take place.

E. Conduct

1. Appropriate conduct is required by all attendees.
2. Any person on City property whose conduct is disorderly or disruptive may be ejected.
3. Any person may be ejected for one or more of the following reasons:
 - a. Intoxication;
 - b. Use of abusive, indecent, profane or vulgar language;
 - c. Making offensive gestures or displays;
 - d. Abusing or threatening another attendee;
 - e. Fighting;
 - f. Vandalism; or
 - g. Disorderly conduct or behavior.

F. Security

1. If alcohol is to be present, Law Enforcement Officers must be certified by the Alabama Peace Officers Standards and Training Commission (APOST)

and must be employed by the renter and be on site at all times. City of Spanish Fort Police Officers are preferred and should be given the right of first refusal.

2. If no alcohol is to be present, renters may provide his/her own security under the following conditions:
 - a. Any person who will be in a security position must be approved by the Chief of Police of the City of Spanish Fort or the Chief's designated Representative.
 - b. A list of persons who will serve as security must be submitted to the Chief of Police fourteen (14) days before the event takes place for approval and a background check. If this list is not submitted, the event will not take place and renter forfeits any deposit or rental fees paid.

G. Decorations/Set-Ups

1. The City of Spanish Fort does not provide linens. Tablecloths are available for rent.
2. Decoration/set up of the facility shall be coordinated and planned with the designated City staff upon filing of the application. Set up may be allowed during City business hours, upon approval by the Mayor and/or City Clerk, but is not guaranteed due to the occurrence of City events. If set up is allowed during business hours, activities should be completed no later than twenty minutes prior to the scheduled. Administrative Department closing time. Administrative Department Business hours generally are 8:00 a.m. to 4:30 p.m. Monday through Friday.
3. No equipment or materials will be accepted for storage prior to the event without arrangements being made with City Representative. There will be a fee for this service.
4. No painting of any type will be permitted inside the facility.
5. All decorations are to be free-standing. Any flammable decorations must be fire retardant. No nails, tacks, brackets, self-adhesive tape, or any material that will deface, mar or damage a finished surface will be allowed on or in the walls, ceilings, floors, doors, windows or any finished surface.
6. No shaving cream, toilet paper, silly string, rice, birdseed, sparklers, bubbles, glitter, confetti (including decorative jewels), or the like will be thrown or used for decoration inside or outside the facility. If any of these are found on the floor, the renter forfeits any deposit.
7. No open flame candles will be allowed, with the exception of unity candles as part of a marriage ceremony, subject to approval by the Mayor.
8. All decorations must be removed following an event before the renter leaves the premises. Decorations that are to be shared with other groups may be left in place if prior arrangements are made with and approved by City Representative.
9. Set up for the event shall be completed at least one hour before the event in Order to allow for fire inspection.
10. Wedding parties may be allowed use of City classrooms/conference rooms, if available, for dressing rooms. No decorations are allowed in dressing rooms. Dressing rooms/conference rooms are offered as a courtesy and are not guaranteed.

11. No boiled or steamed seafood, including crawfish, may be served at an event without written permission of the Mayor.

H. Clean up

1. Renter is responsible for all clean up inside the building and all grounds surrounding the building.
2. In the event the renter does not clean the facility and grounds, renter will forfeit the deposit.
3. Building and grounds must be cleaned and returned to its pre-rental condition and as delivered. The building and grounds will be inspected by a City Representative, and that inspection will determine if the facility is clean.
4. Clean-up must be completed by 12:00 a.m. (midnight), unless other arrangements are made and approved by the authorized City Representative. If clean-up is not completed and if no other arrangements are made, the renter will forfeit the deposit.

I. Hours and Operations

1. The building will not be occupied after 12:00 a.m. (midnight). Failure to vacate the building and grounds by 12:00 a.m. (midnight) may result in forfeiture of deposit.
2. All City of Spanish Fort properties are non-smoking facilities. Smoking will not be allowed in any City-owned buildings. Smokeless tobacco may not be used in the buildings. Failure to comply may result in a forfeiture of the deposit. Vaping is not allowed inside the building.

J. Occupancy Seating or Crowd Capacity

1. Seating of the Multi-Purpose Room with tables is 200 people plus the head table. Twenty 72" round tables are available for use. Guests are more comfortable with 8 guest per table which would accommodate 160 guests. Tables can accommodate up to 10 guests.
2. Without tables, the Multi-Purpose Room may seat a maximum of 300 people.
3. It is the responsibility of the renter to ensure the occupancy rate is not exceeded.
4. The Fire Chief or his/her designated representative, and or the Chief of Police or his/her designated representative, may inspect the facility at any time an event is in progress to determine if occupancy rates are exceeded. If the occupancy rates are exceeded in the opinion of the above mentioned individuals, the event, at the City Representative's discretion, may be shut down. If the event is shut down, no refund will be granted, and the deposit will be forfeited.
5. In the event more than 250 people are expected to attend or actually attend an event, one Law Enforcement Officer and one qualified Fire Watch shall be employed by the renter and shall be on site at all times.

K: Animals

No animals, domestic or livestock, will be permitted in City-owned buildings, with the exception of service animals, unless authorized by the Mayor in writing. Other than registered service animals, no animals are allowed at City events held at the Community Center, unless authorized by the Mayor in writing. Unless otherwise prohibited, domestic animals may be on City-owned property if leashed and in the immediate company of their adult owner/attendant. Animals which meet the

definition of vicious animals as defined in the City’s Animal Control Ordinance are prohibited on City-owned property at all times. No animal may be left unattended. The City reserves the right to request that any non-service animal be removed from City property at any time.

SECTION 4. Severability Clause.

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. Repealer Clause.

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. Resolution No. 1295-2023 is hereby repealed in its entirety.

SECTION 6. Effective Date.

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

ADOPTED AND APPROVED this ____ *day of* _____, **2025**.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines
City Clerk

RESOLUTION NO. 1503-2025

A RESOLUTION AUTHORIZING THE MAYOR AND/OR THE FIRE CHIEF OF THE CITY OF SPANISH FORT, ALABAMA, TO MAKE APPLICATION FOR THE STATE HOMELAND SECURITY GRANT PROGRAM ON BEHALF OF THE SPANISH FORT FIRE RESCUE DEPARTMENT

WHEREAS, the Alabama Department of Law Enforcement Agencies (ALEA)/Homeland Security administers the State Homeland Security Grant Program, offering grant funding for the purpose of enhancing the protection of soft targets; and

WHEREAS, the City desires to seek funding for the installation of security cameras and access control points for each fire station in the City of Spanish Fort; and

WHEREAS, the application must be submitted for and on behalf of the City by its Mayor and/or its Fire Chief, and the grant application deadline is May 15, 2025; and

WHEREAS, the agreement is required to be executed in the name of the City for and on behalf of the City by its Mayor and/or the Fire Chief.

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 authorizes the filing of a grant application by the Mayor and/or the Fire Chief with the State Homeland Security Grant Program for the purpose of receiving funding for the installation of security cameras and access control points for each fire station in the City of Spanish Fort for the purpose of enhancing the protection of soft targets. The Mayor and/or the Fire Chief are hereby authorized to execute any documents deemed necessary to secure such funding assistance. A letter and cost proposal are attached to this Resolution as Exhibit 1.

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

ADOPTED and APPROVED this ____ day of _____, 2025.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines
City Clerk, CMC



CITY OF SPANISH FORT

7361 Spanish Fort Blvd.
Spanish Fort, Alabama 36527
(251) 626-4884
(251) 626-4880 Fax

Michael M. McMillan
Mayor
Rebecca A. Gaines
City Clerk/Treasurer

City Council

Carl L. Gustafson, Jr.
Robert Curtis Smith
Shane M. Perry
Clewis W. Smith, Jr.
Mary W. Brabner

April 11, 2025

To: Mayor McMillan:
From: Fire Chief Roger Few

RE: Grant Opportunity

The Fire Department would like to apply for a 2025 State Homeland Security grant administered by the Alabama Law Enforcement Agency for the purpose of "Hardening Soft Targets" by installing security cameras and access control points at each fire station. The grant has a zero match, \$10,000 minimum request and \$200,000 maximum cap.

For the purposes of developing this grant, Hunter Security provided estimates for access control points and security / video cameras.

Access Control points for

Station 1 \$13,756

Station 2 \$15,261

Station 4 \$3,858

Total of \$32,695. Monthly recurring charges would be \$185.00. The recurring charge may be reduced once the new station 1 comes on-line since it will have fire monitoring / baby box monitoring already in place.

Security cameras for

Station 1 \$14,390

Station 2 \$7,508

Station 4 \$7,508

Total of \$29,406. No monthly recurring charges.

The total grant would be for \$62,101. The application opened on April 1st and the application deadline is May 15th. ALEA anticipates making awards in October / November time frame.



Mailing Address: P.O. Box 1320 * Daphne, AL 36526
28228 North Main Street * Daphne, AL 36526
251-626-5112 * Fax: 251-626-0836
1-800-344-1354

PROPOSAL

Date: April 4, 2025

SOLD TO: Spanish Fort Fire Department Station 1

SHIP TO (If different from Sold to):

7580 Spanish Fort Blvd
Spanish Fort AL 36527

Phone: 251-410-6170

Email Address: rfew@spanishfortfire.org

Phone Number:

Email Address:

Sales Rep

Name Leon Love

Phone. 205-410-2295

leon@huntersecurity.net

We hereby propose to furnish materials and labor necessary for the completion of:

Line	Description
	HUNTER SECURITY SYSTEM

This is a proposal to install an access control system at the above address.

1-Control Panel
1-Transformer
1-Cell Unit
1-Keypad
8-Keypad/Card Readers
8-734 Modules
8-Maglocks
8-Exit Buttons
8-Exit Motions
2-Backup Batteries
1-Power Supply
Wire and Labor

Customer shall be responsible for
Acceptable 120 VAC power for all head end equipment and remote Power Supplies if required.

WE PROPOSE hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Monthly Charge for app and door control \$75.00
(Billed Quarterly)

Total \$13,576.00

Balance Due After Installation: \$13,576.00

Authorized Signature *Leon Love*

All material is guaranteed to be as specified. All work to be completed in a substantial workman-like manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays that are beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.
Payments will be made as outlined.

Signature _____ Signature _____

Date of Acceptance _____



Mailing Address: P.O. Box 1320 * Daphne, AL 36526
28228 North Main Street * Daphne, AL 36526
251-626-5112 * Fax: 251-626-0836
1-800-344-1354

PROPOSAL

Date: April 4, 2025

SOLD TO: Spanish Fort Fire Department Station 1

SHIP TO (If different from Sold to):

7580 Spanish Fort Blvd
Spanish Fort AL 36527

Phone: 251-410-6170

Email Address: rfew@spanishfortfire.org

Phone Number:

Email Address:

Sales Rep

Name Leon Love

Phone. 205-410-2295

leon@huntersecurity.net

We hereby propose to furnish materials and labor necessary for the completion of:

Line	Description
	HUNTER SECURITY SYSTEM

This is a proposal to install a camera system at the above address.

1-16 Camera NVR 8TB
1-28inch 4K Monitor
14-Turret Cameras 2.8mm fixed lens 8mp
14-Back Boxes
1-UPS
28-Cat 5 Connectors
Wire and Labor

Customer shall be responsible for
Providing sufficient illumination for desired scene illumination for each camera.
Providing Internet connectivity for remote viewing of Video Stream
Sufficient internet/Network Bandwidth for remote viewing of Video Stream
Acceptable 120 VAC power for all head end equipment and remote Power Supplies if required.

WE PROPOSE hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Balance Due After Installation: \$14,390.00

Total \$14,390.00

Authorized Signature *Leon Love*

All material is guaranteed to be as specified. All work to be completed in a substantial workman-like manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays that are beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.
Payments will be made as outlined.

Signature _____ Signature _____

Date of Acceptance _____



Mailing Address: P.O. Box 1320 * Daphne, AL 36526
28228 North Main Street * Daphne, AL 36526
251-626-5112 * Fax: 251-626-0836
1-800-344-1354

PROPOSAL

Date: April 4, 2025

SOLD TO: Spanish Fort Fire Department Station 2

SHIP TO (If different from Sold to):

10628 US Highway 98
Spanish Fort AL 36527

Phone: 251-410-6170
Email Address: rfew@spanishfortfire.org

Phone Number:
Email Address:

Sales Rep

Name Leon Love
Phone. 205-410-2295

leon@huntersecurity.net

We hereby propose to furnish materials and labor necessary for the completion of:

Line	Description
	HUNTER SECURITY SYSTEM

This is a proposal to install an access control system at the above address.

1-Control Panel
1-Transformer
1-Cell Unit
1-Keypad
7-Keypad/Card Readers
7-734 Modules
7-Maglocks
7-Exit Buttons
7-Exit Motions
2-Backup Batteries
1-Power Supply
Wire and Labor

Customer shall be responsible for

Acceptable 120 VAC power for all head end equipment and remote Power Supplies if required.

WE PROPOSE hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Monthly Charge for App and door control \$70.00
(Billed Quarterly)

Total \$15,261.00

Balance Due After Installation: \$15,261.00

Authorized Signature *Leon Love*

All material is guaranteed to be as specified. All work to be completed in a substantial workman-like manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays that are beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Payments will be made as outlined.

Signature _____ Signature _____

Date of Acceptance _____



Mailing Address: P.O. Box 1320 * Daphne, AL 36526
28228 North Main Street * Daphne, AL 36526
251-626-5112 * Fax: 251-626-0836
1-800-344-1354

PROPOSAL

Date: April 4, 2025

SOLD TO: Spanish Fort Fire Department Station 2

SHIP TO (If different from Sold to):

10628 US Highway 98
Spanish Fort AL 36527

Phone: 251-410-6170

Email Address: rfew@spanishfortfire.org

Phone Number:

Email Address:

Sales Rep

Name Leon Love

Phone. 205-410-2295

leon@huntersecurity.net

We hereby propose to furnish materials and labor necessary for the completion of:

Line	Description
	HUNTER SECURITY SYSTEM

This is a proposal to install a camera system at the above address.

1-8 Camera NVR 4TB
1-28inch 4K Monitor
6-Turret Cameras 2.8mm fixed lens 8mp
6-Back Boxes
1-UPS
12-Cat 5 Connectors
Wire and Labor

Customer shall be responsible for
Providing sufficient illumination for desired scene illumination for each camera.
Providing Internet connectivity for remote viewing of Video Stream
Sufficient internet/Network Bandwidth for remote viewing of Video Stream
Acceptable 120 VAC power for all head end equipment and remote Power Supplies if required.

WE PROPOSE hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Balance Due After Installation: \$7,508.00

Total \$7,508.00

Authorized Signature *Leon Love*

All material is guaranteed to be as specified. All work to be completed in a substantial workman-like manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays that are beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.
Payments will be made as outlined.

Signature _____ Signature _____

Date of Acceptance _____



Mailing Address: P.O. Box 1320 * Daphne, AL 36526
28228 North Main Street * Daphne, AL 36526
251-626-5112 * Fax: 251-626-0836
1-800-344-1354

PROPOSAL

Date: April 4, 2025

SOLD TO: Spanish Fort Fire Department Station 4

SHIP TO (If different from Sold to):

9871 D'Olive Road
Spanish Fort AL 36527

Phone: 251-410-6170
Email Address: rfew@spanishfortfire.org

Phone Number:
Email Address:

Sales Rep

Name Leon Love
Phone. 205-410-2295

leon@huntersecurity.net

We hereby propose to furnish materials and labor necessary for the completion of:

Line	Description
	HUNTER SECURITY SYSTEM

This is a proposal to install an access control system at the above address.

1-Control Panel
1-Transformer
1-Cell Unit
1-Keypad
1-Keypad/Card Reader
1-734 Module
1-Maglock
1-Exit Motion
1-Exit Button
2-Backup Batteries
1-Power Supply
Wire and Labor

Customer shall be responsible for
Acceptable 120 VAC power for all head end equipment and remote Power Supplies if required.

WE PROPOSE hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Monthly Charge for App and door control \$40.00
(Billed Quarterly)

Total \$3,858.00

Balance Due After Installation: \$3,858.00

Authorized Signature *Leon Love*

All material is guaranteed to be as specified. All work to be completed in a substantial workman-like manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays that are beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.
Payments will be made as outlined.

Signature _____ Signature _____
Date of Acceptance _____



Mailing Address: P.O. Box 1320 * Daphne, AL 36526
28228 North Main Street * Daphne, AL 36526
251-626-5112 * Fax: 251-626-0836
1-800-344-1354

PROPOSAL

Date: April 4, 2025

SOLD TO: Spanish Fort Fire Department Station 4

SHIP TO (If different from Sold to):

9871 D'Olive Road
Spanish Fort AL 36527

Phone: 251-410-6170
Email Address: rfew@spanishfortfire.org

Phone Number:
Email Address:

Sales Rep

Name Leon Love
Phone. 205-410-2295

leon@huntersecurity.net

We hereby propose to furnish materials and labor necessary for the completion of:

Line	Description
	HUNTER SECURITY SYSTEM

This is a proposal to install a camera system at the above address.

1-8 Camera NVR 4TB
1-28inch 4K Monitor
6-Turret Cameras 2.8mm fixed lens 8mp
6-Back Boxes
1-UPS
12-Cat 5 Connectors
Wire and Labor

Customer shall be responsible for
Providing sufficient illumination for desired scene illumination for each camera.
Providing Internet connectivity for remote viewing of Video Stream
Sufficient internet/Network Bandwidth for remote viewing of Video Stream
Acceptable 120 VAC power for all head end equipment and remote Power Supplies if required.

WE PROPOSE hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Balance Due After Installation: \$7,508.00

Total \$7,508.00

Authorized Signature *Leon Love*

All material is guaranteed to be as specified. All work to be completed in a substantial workman-like manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays that are beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.
Payments will be made as outlined.

Signature _____ Signature _____
Date of Acceptance _____

RESOLUTION NO. 1506-2025

A RESOLUTION AUTHORIZING THE MAYOR AND THE POLICE CHIEF OF THE CITY OF SPANISH FORT, ALABAMA, TO MAKE APPLICATIONS FOR THE HOMELAND SECURITY GRANT PROGRAM

WHEREAS, the Alabama Department of Law Enforcement Agencies (ALEA)/Homeland Security Division serves as a grant recipient under the Homeland Security Grant Program for the purpose of conducting exercises, receiving training and/or the purchase of equipment for recipient departments; and

WHEREAS, the City regularly applies for Homeland Security Grant Program funding through Baldwin County EMA and/or ALEA and desires to seek funding for a virtual firearms simulator for the City of Spanish Fort Police Department; and

WHEREAS, the application must be submitted for and on behalf of the City by its Mayor and/or its Chief of Police, and the grant application deadline is May 15, 2025; and

WHEREAS, the agreement is required to be executed in the name of the City for and on behalf of the City by its Mayor and/or the Chief of Police.

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 authorizes the filing of grant applications by the Mayor and/or the Chief of Police with the Homeland Security Grant Program 2025 for enhancing the protection of soft targets/crowded places and for law enforcement homeland security operations for the City of Spanish Fort Police Department. The grant applications are seeking grant funding for the purchase of a discreet armored vehicle and digital signs. The Mayor and/or the Police Chief are hereby authorized to execute any documents deemed necessary to secure such funding assistance.

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

ADOPTED and APPROVED this ____ day of _____, 2025.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk

RESOLUTION NO. 1507-2025

A RESOLUTION AWARDING THE BID FOR A PORTABLE TRAINING FACILITY FOR THE SPANISH FORT POLICE DEPARTMENT

WHEREAS, the Mayor and City Council have determined that the lowest responsible and responsive bid submitted for a portable training facility for the Spanish Fort Police Department; and

WHEREAS, the City Council desires to award the bid for a portable training facility for the Spanish Fort Police Department to GT Distributors, Inc.

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

SECTION 1. The City Council awards the bid to GT Distributors, Inc., for a portable training facility for the Spanish Fort Police Department in accordance with the bid dated April 3, 2025, which is attached as Exhibit 1, subject to any changes to the terms and conditions deemed necessary by the Mayor.

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 _____, 2025.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk



GT Distributors - Austin
 1124 New Meister Ln., Ste 100
 Pflugerville TX 78660
 (512) 451-8298 Ext. 0000

Quote	QTE0187667
Date	11/14/2024
Page:	1

Bill To:

Spanish Fort City of (AL)
 Attn: Accounts Payable
 30500 State Hwy 181, Suite 618
 Spanish Fort AL 36527

Ship To:

Spanish Fort City of (AL)
 30500 State Hwy 181, Suite 618
 Attn: Sgt. Mooney
 Spanish Fort AL 36527

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Reg Ship Date	Master No.
UTM PTF 11/14/24	010221	JP	FACTORY DIRECT	NET 15	0/0/0000	2,883,775
Quantity	Item Number	Description	UOM	Unit Price	Ext. Price	
2	UTM-PTF-TAN*	Portable Training Facility 16x24	EA	\$9,867.00	\$19,734.00	
1	FREIGHT	UTM Freight	EA	\$535.00	\$535.00	

QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE
 PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR
 REFERENCE QUOTE NUMBER ON PO OR REQUISITION

Subtotal	\$20,269.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Total	\$20,269.00

DAVID CURTIS, BIDS MANAGER

ORIGINAL

RESOLUTION NO. 1509-2025

**A RESOLUTION AUTHORIZING THE MAYOR AND/OR THE CHIEF OF
POLICE TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF SPANISH FORT POLICE DEPARTMENT AND THE
SOUTHWEST ALABAMA REGIONAL HIGHWAY SAFETY OFFICE**

**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, Alabama, hereby authorizes the Chief of Police to execute a Memorandum of Understanding between the City of Spanish Fort Police Department and the Southwest Alabama Regional Highway Safety Office, by and through the Mobile County Commission, for the purpose of participating in SWARHSO's Community Traffic Safety Program grants; for salary and certain benefits for overtime traffic safety enforcement; and for traffic enforcement/traffic safety equipment. A copy of the proposed Agreement is attached hereto as Exhibit 1.

SECTION 2. The Agreement shall be executed by the Chief of Police on behalf of the City.

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

ADOPTED and APPROVED this _____ day of _____ *2025*.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk

**MOBILE COUNTY COMMISSION
SOUTHWEST ALABAMA REGIONAL HIGHWAY SAFETY OFFICE**

P.O. BOX 1443 • MOBILE, AL 36633 • PHONE # 251-222-9233

Community Traffic Safety Program (CTSP)

Agreement for CTSP Grant Participation

Fiscal Period: October 01, 2024 – September 15, 2025

(NOT the same as a grant's authorized spending period during this Contract Period)

THIS AGREEMENT ("Agreement" and/or "Contract") is entered into between the SOUTHWEST ALABAMA REGIONAL HIGHWAY SAFETY OFFICE, by and through the MOBILE COUNTY COMMISSION (together, "SWARHSO"), and the governing entity of the **Spanish Fort Police Department** hereinafter referred to as "AGENCY"), for official participation in SWARHSO's Community Traffic Safety Program (CTSP) grant(s), and for 100% funded salary, plus allowable FICA fringe, for overtime traffic safety enforcement (and other time as approved by the Alabama Department of Economic Community Affairs ("ADECA" and/or SWARHSO), and for traffic enforcement/traffic safety equipment, dependent upon approval of applicable grant(s).

1. The term of this Agreement will be from **October 01, 2024, through September 15, 2025**; however, this **contract period will not be the same as any grant's authorized spending period during the fiscal year.** Expenditure of CTSP grant funds will only be allowable under this agreement for the AGENCY's grant activity performed within the state-designated Southwest Region's Counties of: Baldwin, Bibb, Chilton Choctaw, Conecuh, Clark, Dallas, Escambia, Greene, Hale, Marengo, Mobile, Monroe, Perry, Pickens, Sumter, Tuscaloosa, Washington and Wilcox.
2. Grants covered under the Community Traffic Safety Program (CTSP) are as follows:
 - *Selective Traffic Enforcement Program, **October 1, 2024 - September 15, 2025***
 - *Hot Spot Impaired Driving Enforcement Program **October 1, 2024- September 15, 2025***
 - *Click It or Ticket Memorial Day Enforcement Program, **May 16, 2025 – June 1, 2025***
 - *Drive Sober or Get Pulled Over Labor Day Enforcement Program, **August 15, 2025 – September 1, 2025***
3. The funds for this agreement were awarded by the National Highway Traffic Safety Administration (NHTSA) and are passed through ADECA and SWARHSO. Therefore, all expenditures are subject to all federal and state laws, rules and regulations, including LETS policy letters.
4. The United States Federal Government has set forth that NO entity may supplant funds or use Federal grant funds for budget relief of state, regional, county, city, local, or any other non-federal funds. Federal grant funds are intended for the purpose of providing monies for overtime traffic enforcement/traffic safety activities conducted outside of the AGENCY's budgeted initiatives. According to the State of Alabama ADECA/LETS Policy Letters, "Supplanting" is defined as, "to deliberately reduce State or local funds because of the existence of Federal funds." **GRANT FUNDS ARE TO BE SPECIFICALLY UTILIZED FOR WORKING TRAFFIC GRANT DETAILS ONLY. THEY ARE NOT TO BE USED FOR SERVING WARRANTS, CHECKING BUILDINGS, BACKING UP REGULAR DUTY OFFICERS, ETC. FUNDS ARE FOR TRAFFIC ENFORCEMENT ONLY PURSUANT TO THE GRANT OBJECTIVE AS OUTLINED BY THE SWARHSO.**
5. Upon approval of grant(s), funding will be made available to the AGENCY through the CORE reporting system by SWARHSO as authorized by the Alabama Department of Economic and Community Affairs (ADECA). **This Agreement for CTSP Grant Participation is not a notice of grant approval, but is required for the AGENCY's receipt of CTSP grant funds and equipment once or if such become available.**
6. **NO AGENCY** will be approved to receive overtime enforcement funding without having entered into this Agreement with the SWARHSO and being registered with the CORE system. **NO AGENCY** will be approved to receive overtime enforcement funding without having an approved overtime policy adopted by or on behalf of the AGENCY. If an agency does not have an approved overtime policy, its GOVERNING ENTITY may agree to

Mobile County Commission

Southwest Alabama Regional Highway Safety Office, Community Traffic Safety Program

Agreement for CTSP Grant Participation, Fiscal Period: October 01, 2024 – September 15, 2025

adopt the one attached to this Agreement, which meets the minimum requirements set forth to participate in this program. Once a grant is approved by ADECA, applicable funding allocations under such grant will then be awarded by SWARHSO, to AGENCY's that meet all funding requirements, and have submitted all required documentation. If an AGENCY is awarded traffic overtime funds, the fund dates and amount will be recorded on the CORE reporting system. The AGENCY will be notified of the grant award by SWARHSO. Such notification will include information such as the grant's name and number, amount of funding allocated, the spending period during which the grant funds must be spent, the final deadline required for submitting the reimbursement claim, and other guidelines and/or requirements such as hotspot locations, as applicable.

7. During the applicable grant period(s), AGENCY grant expenditures will be evaluated by SWARHSO to determine if the AGENCY would likely utilize allocated funds before the end of a grant's authorized work period. Any funds determined to be surplus may be transferred to other agencies that can utilize the funds by SWARHSO through the CORE reporting system website. The AGENCY should inform SWARHSO as soon as possible, if any grant funds will likely not be expended, for voluntary release of such funds. The sooner the notification, the sooner SWARHSO may transfer such funds elsewhere to be spent. SWARHSO and/or ADECA have the authority to rescind the AGENCY's grant funding at any time, even without voluntary release of such funds by the AGENCY, due to non-compliance, non-expenditure, lack of submitted reimbursement claims, or for any other reason deemed necessary by SWARHSO and/or ADECA.
8. **Each agency will be responsible for keeping on file ALL paperwork pertaining to each grant that a reimbursement claim is filed.** ADECA reserves the right to audit any agency at any time to assure that all documents that have been submitted are correct. Documents that should be kept on file by the agency are as follows: (1.) contract with SWARHSO, (2.) CORE Project Reimbursement Form, (3.) CORE Roll-Up form, (4.) CORE contact report(s) for each person claiming reimbursement hours on the grant, (5.) copy of every citation and warning citation claimed on the grant, (6.) time sheets or time cards identifying regular hours worked and overtime hours worked on traffic grant, (7.) City or County overtime policy. Basically, any agency claiming reimbursement for overtime hours worked, should have documentation on file to account for hours worked and traffic statistics claimed. The above mentioned paperwork should be kept on file by each agency for no less than 3 years from the date of the claim. Each agency will be notified if a file audit/review is requested. Any agency that is unable to produce ALL forms required to verify the claims that have been submitted to the SWARHSO, may be required to refund ALL funds that were reimbursed on the grant in question.
9. The AGENCY agrees to utilize the CORE reporting system for ALL funding awards made by SWARHSO. Submission of reimbursement forms, other than those forms required by SWARHSO for the contract period, will result in return of an AGENCY's reimbursement claim for completion on the proper forms; and therefore, delay reimbursement to the AGENCY. Each different grant requires separate reimbursement forms and reports to be submitted to SWARHSO. Combining information from different grants into a claim will result in return of an AGENCY's reimbursement claim for correction; and therefore, delay reimbursement to the AGENCY.
10. **At a minimum, reimbursement claims (CORE forms or an email if no activity) are required to be submitted to SWARHSO by the 7th of the month following the enforcement period, whether grant activity occurred during the previous month or not, to allow SEARHSO to have an accurate account of activity in the region.**
11. Suspension of funds, until all documentation is properly completed by the AGENCY and received by SWARHSO, may occur for those departments not in compliance with program requirements.
12. **The FINAL deadline for receipt of FINAL reimbursement claims/requests from the AGENCY will be seven (7) business days from the closing date of September 15, 2025 (received by SWARHSO – in the CTSP office). Any claims received by SWARHSO after this date will NOT be reimbursed.** It is the AGENCY's

Mobile County Commission

Southwest Alabama Regional Highway Safety Office, Community Traffic Safety Program

Agreement for CTSP Grant Participation, Fiscal Period: October 01, 2024 – September 15, 2025

responsibility to ensure that all of their reimbursement claims are submitted to SWARHSO in a timely manner, so as to meet these monthly timelines and final deadline. Though the contract period of this agreement extends to September 15th (for CTSP participation purposes), the AGENCY must comply with each grant's designated work period and final reimbursement claims deadline, i.e., Click It or Ticket Program. **No reimbursement will be made for work performed outside of each grant's regionally authorized work period.**

13. The AGENCY is solely and exclusively responsible for all expenditure documentation submitted to SWARHSO and shall ensure the accuracy of all such documentation and reports submitted, including but not limited to, hours reported, computation of salary/fringe benefits and reimbursement, and pay rates. The AGENCY shall hold harmless and indemnify SWARHSO from and against any loss, claim for reimbursement, or any claim whatsoever in any way, relating to any error or omission in the reimbursements claimed, documentation and reports submitted, and/or grant funds distributed in reliance thereon.
14. The AGENCY, in performance of its operations and obligations, shall not be deemed to be an agent of SWARHSO, but shall be an independent contractor in every respect. The AGENCY is solely responsible for the acts and omissions of its employees and agents. SWARHSO assumes no responsibility for the manner in which or means by which the AGENCY performs its activities pursuant to this agreement. SWARHSO enters into this agreement for the sole purpose of distributing grant funds and/or equipment made available by ADECA. The AGENCY agrees to hold SWARHSO harmless from any liability for any damages arising from any acts or omissions occurring in connection with the AGENCY's performance under this Agreement.
15. The AGENCY agrees to comply with all other requirements as set forth by ADECA and/or SWARHSO, which are needed to carry out the scope and intent of this project, in accordance with applicable agreement(s) into which are entered between SWARHSO and ADECA. Reimbursement of funds may be suspended until all applicable CTSP grant and agreement requirements are met.
16. Subject to the terms of the grant, SWARHSO agrees to reimburse the AGENCY, subject to availability of grant funds, for actual overtime traffic enforcement worked under a CTSP grant project, provided the activity is documented in accordance program requirements, as set forth by SWARHSO, with final approval by ADECA, and in accordance with funding guidelines. All commitments for reimbursement shall be limited to the availability of grant funds.
17. **Termination for Cause.** If, through any cause, the Agency shall fail to fulfill in a timely manner its obligations under this Agreement, or if the Agency shall violate any of the covenants, agreements or stipulations of this Agreement, and such failure or violation is not corrected immediately, SWARHSO will immediately terminate this Agreement by giving verbal and written notice to the Agency of such termination.
18. This Agreement shall be deemed to have been executed in Alabama and all questions of interpretation shall be governed by the laws of the State of Alabama with proper venue for any claim arising hereunder lying in Baldwin County.
19. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

Mobile County Commission
Southwest Alabama Regional Highway Safety Office, Community Traffic Safety Program
Agreement for CTSP Grant Participation, Fiscal Period: October 01, 2024 – September 15, 2025

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this Agreement to be signed, sealed and delivered.

AGENCY:

By: _____
Its: Authorized Official
Date: _____

ATTEST:

By: _____
Its: County Administrator/City Financial Officer
Date: _____

AGENCY:

By: _____
Its: Sheriff/Police Chief
Date: _____

To what Address should reimbursement checks be mailed? (Changes only)
(Any changes to such address must be submitted in writing to SWARHSO)

Mobile County Commission

Southwest Alabama Regional Highway Safety Office, Community Traffic Safety Program

Agreement for CTSP Grant Participation, Fiscal Period: October 01, 2024 – September 15, 2025

Signature of Authorized Official

Merceria Ludgood, President

Mobile County Commission

Date

RESOLUTION NO. 1510-2025

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF SPANISH FORT TO MAKE A GRANT APPLICATION FOR A GRANT ADMINISTERED THROUGH THE ALABAMA COASTAL AREA MANAGEMENT PROGRAM

WHEREAS, the Alabama Department of Conservation and Natural Resources State Lands Division, Coastal Section is accepting grant proposals for projects to be performed in the Alabama Coastal Area which protect, enhance, and improve the management of natural, cultural and historical cultural resources and that increase the sustainability, resiliency and preparedness of coastal communities; and

WHEREAS, the City wishes to apply for grant funding to develop a new comprehensive plan for the City of Spanish Fort; and

WHEREAS, the application will be executed 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.

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 grant funding through the Alabama Department of Conservation and Natural Resources State Lands Division, Coastal Section, administered by the State Land's Coastal Area Management Program up to a maximum of \$50,000.00 for development of a comprehensive plan for the City of Spanish Fort. The City Council authorizes matching funds in a 1:1 ratio.

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

ADOPTED and APPROVED this _____ day of May, 2025.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines
City Clerk

RESOLUTION NO. 1511-2025

**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 in accordance with Resolution No. 1452-2024 are hereby amended in their entirety by substituting the Administrative and Other Pay Scale which is attached hereto as Exhibit 1 and incorporated by reference as though set forth fully herein. The Fire Department and Police Pay Scales as established in Resolution No. 1452-2024 shall remain in full force and effect.

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 _____, 2025.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk

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
Parks and Recreation Supervisor/Public Works Supervisor	VII	\$20.94	\$33.48	\$43,557.42	\$69,633.08
Accounting Clerk	VIII	\$22.65	\$36.22	\$47,121.10	\$75,330.16
Assistant City Clerk	IX	\$24.05	\$38.45	\$50,027.74	\$79,976.86
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	\$50,027.74	\$51,278.43	\$52,560.39	\$53,874.40	\$55,221.26	\$56,601.80	\$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	\$79,976.86
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

RESOLUTION NO. 1512-2025

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF SPANISH FORT, ALABAMA, AND AXON ENTERPRISES, INC.

WHEREAS, the City Council desires to enter into an agreement for the purchase and maintenance of tasers for the 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 finds that Axon Enterprises, Inc., is the sole manufacturer of a taser energy weapon system and equipment meeting the needs of the Spanish Fort Police Department. A copy of the sole source letter from Axon Enterprises, Inc., is attached as Exhibit 1.

SECTION 2. The City Council hereby authorizes the Mayor to execute and enter into a Agreement with Axon Enterprises, Inc., for the purchase and maintenance of tasers for the Spanish Fort Police Department. A copy of the proposed agreement is attached as Exhibit 2, subject to any changes deemed necessary 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.

SECTION 4. This Resolution shall be effective upon its adoption or as otherwise required by State law.

ADOPTED and APPROVED this ____ day of _____, 2025.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

1/17/2025

To: Spanish Fort Police Department

Re: Sole Source Letter for Axon Enterprise, Inc.'s TASER Energy Weapons, Axon brand products, and Axon Evidence (Evidence.com) Digital Evidence Management Solutions¹

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise. Axon is also the sole distributor and retailer of all TASER brand products for the agency identified in this letter.

TASER Energy Weapon Descriptions



TASER 10 Energy Weapon

- Multi-shot energy weapon
- Detachable magazine holding 10 TASER 10 Cartridges
- 45-foot (13.7-meter) range
- High-efficiency flashlight
- Green LASER sight
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous selector switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 10 Cartridges only

TASER 7 Energy Weapon

- Multiple-shot energy weapon
- High-efficiency flashlight
- Close Quarter and Standoff cartridges

¹ Axon is also the sole developer and offeror of the Axon Evidence (Evidence.com) data management services. Axon Evidence is both a division of Axon and a data management product solution offered by Axon. Axon Evidence is not a separate corporate entity.



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SCOTTSDALE, ARIZONA 85255

AXON.COM

- Green LASER and dual red LASERs that adjust for cartridge angle
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 7 Cartridges only

TASER 7 CQ Energy Weapon

- Multiple-shot energy weapon for agencies that deploy energy weapons mostly at close quarters (CQ)
- High-efficiency flashlight
- Close Quarter cartridges
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with 12-degree TASER 7 Cartridges only

X2 Energy Weapon

- Multiple-shot energy weapon
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a



universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.

- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch

- Capable of audio/video recording with optional TASER CAM HD recorder

The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position

- Compatible with TASER Smart Cartridges only

X26P Energy Weapon

- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER standard series cartridges

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the X2 and X26P conducted energy weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

TASER Brand Energy Weapon Model Numbers

1. Energy Weapons:

TASER 10 Models: 100390, 100391

- TASER 7 Models: 20008, 20009, 20010, and 20011
- TASER 7 CQ Models 20213, 20214
- TASER X2 Models: 22002 and 22003
- TASER X26P Models: 11002 and 11003

2. Optional Extended Warranties for Energy Weapons:

- TASER 7 – 4-year extended warranty, item number 20040
- X2 – 4-year extended warranty, item number 22014
- X26P – 2-year extended warranty, item number 11008
- X26P – 4-year extended warranty, item number 11004

3. TASER 7 Cartridges (compatible with the TASER 7; required for this Energy Weapon to function in the probe deployment mode) • Standoff cartridge, 3.5 degrees, Model 22175

- Close Quarter cartridge, 12 degrees, Model 22176



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SCOTTSDALE, ARIZONA 85255

- Hook and Loop Training (HALT) cartridge, 3.5 degrees, Model 22177
 - Hook and Loop Training (HALT) cartridge, 12 degrees, Model 22178
 - Inert cartridge, 3.5 degrees, Model 22179
 - Inert cartridge, 12 degrees, Model 22181
4. **TASER 10 Magazines**
 - TASER 10 live duty magazine (black), item number 100393
 - TASER 10 Hook and Loop Training (HALT) magazine (blue), item number 100394
 - TASER 10 live training magazine (purple), item number 100395
 - TASER 10 inert training magazine (red), item number 100396
 5. **TASER 10 Cartridges (compatible with the TASER 10, required for this energy weapon to function in the probe deployment mode)** • TASER 10 live cartridge, item number 100399
 - TASER 10 HALT cartridge, item number 10400
 - TASER 10 inert cartridge, item number 100401
 6. **TASER standard cartridges (compatible with the X26P; required for this energy weapon to function in the probe deployment mode):**
 - 15-foot Model: 22188
 - 21-foot Model: 22189
 - 21-foot non-conductive Model: 44205
 - 25-foot Model: 22190
 7. **TASER Smart cartridges (compatible with the X2; required for this energy weapon to function in the probe deployment mode):**
 - 15-foot Model: 22184
 - 25-foot Model: 22185
 - 25-foot inert simulation Model: 22155
 - 25-foot non-conductive Model: 22157
 8. **Battery Packs for TASER 7 and TASER 10 energy weapons:**
 - Tactical battery pack Model 22018
 - Compact battery pack Model 22019
 - Non-Rechargeable battery pack Model 22020
 - Disconnect battery pack Model 20027
 9. **TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible with both the X26P and X2 energy weapons.** • TASER CAM HD replacement battery Model: 26764
 - TASER CAM HD Download Kit Model: 26762
 - TASER CAM HD optional 4-year extended warranty, item number 26763
 10. **Battery Packs for X26P and X2 Energy Weapons:**
 - Performance Power Magazine (PPM) Model: 22010
 - Tactical Performance Power Magazine (TPPM) Model: 22012
 - Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
 - eXtended Performance Power Magazine (XPPM) Model: 11010
 - eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
 - Axon Signal Performance Power Magazine (SPPM) Model: 70116
 11. **TASER Weapons Dock, used with TASER 7 and TASER 10 battery packs:**
 - TASER Weapons Dock Core and Multi-bay Module: 74200
 - TASER Weapons Dock Core and Single-bay Module: 74201 TASER Weapons Dock Single Bay Dataport: 74208
 12. **TASER Dataport Download Kits:**



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- Dataport Download Kit for the X2 and X26P Model: 22013
- 13. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023
- 14. Energy Weapon Holsters:
 - Right-hand TASER 10 holster by Safariland Model: 100611
 - Left-hand TASER 10 holster by Safariland Model: 100613
 - Right-hand TASER 10 holster by Blade-Tech Model: 100614
 - Left-hand TASER 10 holster by Blade-Tech Model: 100615
 - Right-hand TASER 10 holster by BLACKHAWK Model: 100616
 - Left-hand TASER 10 holster by BLACKHAWK Model: 100617
 - Ambidextrous TASER 10 holster by So-Tech Model: 100621
 - Right-hand TASER 7 holster by Safariland Model: 20063
 - Left-hand TASER 7 holster by Safariland Model: 20068
 - Right-hand TASER 7 holster with cartridge carrier by Safariland Model: 20160
 - Left-hand TASER 7 holster by with cartridge carrier by Safariland Model: 20161
 - Right-hand X2 holster by BLACKHAWK Model: 22501
 - Left-hand X2 holster by BLACKHAWK Model: 22504
 - Right-hand X26P holster by BLACKHAWK Model: 11501
 - Left-hand X26P holster by BLACKHAWK Model: 11504
- 15. Enhanced HALT Suit Model: 100623
- 16. TASER Simulation Suit II Model 44550
- 17. TASER 7 conductive target Model: 80087
- 18. Blue X26P Demonstrator/LASER Pointer Model: 11023

Axon Products & Services Descriptions

Axon Body 4 Video Camera (DVR)

- Improved, 160-degree field of view
- Upgraded sensor provides sharper, more detailed images
- 13-hour battery, even when using Axon Respond real-time services
- Bi-directional communications with Watch Me button allows wearers to request that a supervisor watch their livestream and provide guidance. (Requires Axon Respond)
- Configurable automatic activation capabilities
- Option of 4:3 or 16:9 aspect ratio
- Multiple mounting options available for a variety of needs, uniforms, and use cases
- Real-time support allows supervisor or dispatcher to view user locations on live maps, receive alerts, and view live streams. (Requires Axon Respond location services)
- Video Recall allows for recovery of footage up to 18 hours prior in the event a camera was not activated
- Fast-charge cable (20 percent in 30 minutes) with magnetic disconnect
- Optional point-of-view (Flex POV) camera module
- Up to 120-second buffering period to record footage before pressing the record button
- Simplified registration

Axon Body 3 Video Camera (DVR)

- Improved video quality with reduced motion blur and better low-light performance
- Multi-mic audio—four built-in microphones
- Wireless upload option
- Gunshot detection and alerts



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- Streaming audio and video capability (requires the Axon Respond operations platform)
- "Find my camera" feature
- Verbal transcription with Axon Records
- End-to-end encryption
- Twelve-hour battery
- Up to 120-second buffering period to record footage before pressing record button

Axon Flex 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens, 102-degree horizontal field of view, and 55-degree vertical field of view

Axon Flex 2 Controller

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Haptic notification available
- Tactical beveled button design for use in pocket
- Compatible with Axon Signal technology

Axon Air System

- Purpose-built solution for law enforcement UAV programs
- Supported applications on iOS and Android
- Automated tracking of pilot, aircraft, and flight logs
- Unlimited Storage of UAV data in Axon Evidence (Evidence.com)
- In application ingestion of data in Axon Evidence (Evidence.com)
- Axon Respond integration for live streaming and situational awareness

Axon Body 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to 2-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

Axon Fleet 3 Camera

- High-definition Dual-View Camera with panoramic field of view, 12x zoom, and AI processing for automatic license plate reader (ALPR)
- High-definition Interior Camera with infrared illumination for back seat view in complete darkness
- Wireless Mic and Charging Base for capturing audio when outside of vehicle



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- Fleet Hub with connectivity, global navigation satellite system (GNSS), secure solidstate storage, and Signal inputs
- Automatic transition from Buffering to Event mode with configurable Signals
- Video Recall records last 24 hours of each camera in case camera not activated for an event
- Intuitive mobile data terminal app, Axon Dashboard, for controlling system, reviewing video, quick tagging, and more
- Ability to efficiently categorize, play back and share all video and audio alongside other digital files on Evidence.com
- Multi-cam playback, for reviewing up to four videos, including body-worn and in-car footage, at the same time
- Fully integrated with Evidence.com services and Axon devices
- Automatic time synchronization with all Axon Fleet and other Axon on-officer cameras allows for multi-camera playback on Evidence.com.
- Prioritized upload to Evidence.com of critical event videos via 4G/LTE
- Wireless alerts from the TASER energy weapon Signal Performance Power Magazine (SPPM) and Signal Side Arm (SSA).
- Best-in-class install times, wireless updates and quick remote troubleshooting
- Optional Axon Respond live stream, alerts, and location updates for situational awareness
- Optional Axon ALPR hotlist alerts, plate read retention, and investigative search

Axon Fleet 2 Camera

- Fully integrated with Axon Evidence services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Axon Evidence.
- Immediate upload to Axon Evidence of critical event videos via 4G/LTE
- Wireless alerts from the TASER energy weapon Signal Performance Power Magazine (SPPM).
- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit
- Decentralized system architecture without a central digital video recorder (DVR).
- Cameras that function independently and communicate wirelessly with the computer in the vehicle (MDT, MDC, MDU) for reviewing, tagging and uploading video.
- Wireless record alert based on Bluetooth communication from Axon Signal Vehicle when a configured input is enabled (e.g. emergency light, siren, weapon rack, etc.).
- Receives alerts from Axon Signal Sidearm.
- Plug-And-Play design allowing for cameras to be easily replaced and upgraded.
- Ability for an unlimited number of agency vehicles recording in the same vicinity with an Axon Fleet system to be automatically associated with one another when reviewing video in the video management platform. This feature is also supported across body cameras.

Axon Signal Vehicle Unit

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the TASER X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.



Axon Signal Sidearm Sensor

- Can be installed on common duty holsters
- Drawing a service handgun from the holster sends a signal from the Axon Signal Sidearm sensor. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Interview Solution

- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to 7-minute pre- and post-event buffering period
- Full hardware and software integration
- Upload to Axon Evidence services
- Interview room files can be managed under the same case umbrella as files from Axon on-officer cameras and Axon Fleet cameras; i.e., Axon video of an arrest and interview room video are managed as part of the same case in Axon Evidence
- Dual integration of on-officer camera and interview room camera with Axon Evidence digital evidence solution

Axon Signal Technology

- Sends a broadcast of status that compatible devices recognize when certain status changes are detected
- Only compatible with TASER energy weapons and other Axon products

Axon Dock

- Automated docking station uploads to Axon Evidence services through Internet connection
- No computer necessary for secure upload to Axon Evidence
- Charges and uploads simultaneously
- The Axon Dock is tested and certified by TUV Rheinland to be in compliance with UL 60950-1: 2007 R10.14 and CAN/ CSA-C22.2 NO.60950-I-07+AI:2011+A2:2014 Information Technology Equipment safety standards.

Axon Evidence Digital Evidence Management System (DEMS)

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and predefined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management
- Deleted files are sent to a deletion queue for 7 days, to help prevent unintentional deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Axon Evidence via an Internet browser



- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage

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- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Axon Evidence is protected from local malware that may penetrate agency infrastructure
- Stability: Axon Enterprise is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Axon Evidence and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Easily redact videos utilizing Redaction Studio within the system. With the optional Redaction Assistant add-on, leverage additional features that includes automated assistants of heads, license plates, and screens

Axon Evidence for Prosecutors

- All the benefits of the standard Axon Evidence services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Axon Evidence services
- Unlimited storage for data collected by Axon cameras and Axon Capture

Axon Justice

- Productivity tool for prosecutors and defense attorneys
- Streamlined evidence management
- Purpose-built user interface based on prosecutors' and public defenders' workflow. Optimizes evidence collection, management and review functionalities, and disclosure capabilities
- Unlimited AI transcription of playable video and audio files
- Native image and PDF redaction software
- Ability to natively play a wide variety of 3rd party video codecs (CCTV) and extract file into an MP4
- Ability to obtain evidence directly from members of the community via secure web link
- Ability to collect digital evidence from LEAs not using axon products today via a trusted user or an ingestion portal
- Unlimited storage and data collected and shared by Axon partner agencies via Axon Evidence (Evidence.com)
- Available unlimited 3rd party data source storage plan
- Pro Licenses – all users have access to pro license features, including the Redaction Studio, Transcription Assistant, and Multi-Cam, and Reporting functionalities
- Transcription is Unlimited and automatic (i.e. all videos ingested into Axon Justice Premier are automatically transcribed)
- Discovery module designed to optimize all aspects of discovery management



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- Chain of custody reports with extensive audit trail
- Free sharing with partners
- Customer-defined data retention policies

Axon Capture Application

- Free app for iOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Axon Evidence account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

Axon Evidence Local Services

- On-premises data management platform
- Chain of custody reports with extensive audit trail
- Automated workflows, access control, storage, and retention
- Compatible with multiple file formats

Axon View Application

- Free app for iOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 camera in real-time
- Allows for playback of videos stored on a paired Axon Body, Axon Body 2, Axon Body 3, Axon Body 4, Axon Flex, or Axon Flex 2 system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

Axon App

- Free application (app) for iOS and Android mobile devices
- Allows user access to key features of Axon Evidence, Axon Records, Axon Standards on the go
- Manage evidence missing ID & categories. Create and submit reports
- Initiate Community Requests

Axon Records

- Continuously improving automated report writing by leveraging AI and ML on officer recorded video, and audio from BWC, In-Car, Mobile App (Axon Capture), or other digital media
- Collaborative report writing through instantly synced workspaces allowing officers to delegate information gathering on scene
- Detectives can begin their investigations, and records clerks can update information exchanges on things like missing people or stolen property as a draft report exists
- Close integration with Axon Evidence sharing allows fast, efficient, digital, and secure sharing of records and cases to DAs and Prosecutors
- Robust APIs allow data to be easily ingested and pushed out to other systems—preventing data silos
- In-context search of master indexes (people, vehicles, locations, charges)—promoting efficient report writing through prefilling of existing data, which promotes clean and deduped data in the system
- Quick views for users to track calls for service and reports in draft, ready for review, kicked back for further information, or submitted to Records for archiving.



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- Federal and State IBRS fields are captured and validated—ensuring the officer knows what fields to fill and what information needs to be captured
- Intuitive validation ensures officers know what information to submit without being burdened by understanding the mapping of NIBRS to state or local crime codes
- Ability to create custom forms and add custom fields to incident reports—allowing your agency to gather the information you find valuable
- Software as a Service (SaaS) delivery model that allows agencies to write, manage, and share digital incident reports without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Controlled access based on pre-defined users, groups, and permissions
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff

Axon Standards

- Internal affairs case management and use of force and professional standards reporting
- Can be deployed with and used alongside Axon Records, while ensuring Use-of-Force data remains safely silo'd and permissioned
- Deep integration with Axon Evidence for efficient, digital, and secure sharing of records and cases
- Customizable information display, including custom forms
- Customizable workflows and user groups
- Automated alerts
- Data Store allowing custom summary reports and integration into 3rd-party analytic tools.
- Workflow analytics to provide SLA on throughputs
- Integration with the TASER 7 and TASER 10 energy weapons for automatically pulling firing logs (alpha)

Axon Professional Services

- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

Axon Auto-Transcribe

- Transcribes audio to text, producing a time-synchronized transcript of incidents
- Allows searches for keywords (e.g., names, and addresses)
- Embedded time stamps when critical details were said and events occurred
- Produce transcripts in substantially less time than with manual methods
- Pull direct quotes and witness statements directly into reports

Axon Support Engineer:



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- Dedicated Axon Regional/Resident Support Engineer Services
- Quarterly onsite visits
- Solution and Process Guidance custom to your agency
- White-Glove RMA and TAP (if applicable) Service for devices
- Monthly Product Usage Analysis
- Resident Support Engineer also includes onsite product maintenance, troubleshooting, and beta testing assistance

Axon Fusus

- Integration with Axon Fusus for Axon Fleet cameras and body cameras for location and/or live streaming.
- Integration with Axon Signal Sidearm, TASER 7 and TASER 10 energy weapons for enhanced situational awareness.
- Integration with Axon Air, Skydio, and Dedrone systems.
- SaaS model reduces security and administration by local IT staff: no local installation
- Robust API and SDK allows data to be easily ingested and pushed out to other systems -- preventing data silos. Technology agnostic platform enables integration of a vast array of third-party technologies as required by the agency.
- Complete leveraging of Axon Evidence (Evidence.com) sharing to allow fast, efficient, digital and secure sharing of data to DAs and Prosecutors.
- Future versions/enhancements included with minimal down time and no need to purchase an upgrade to the latest version.
- Native integration with Axon Records.
- Reliability: Fault – and disaster – tolerant infrastructure in at least four redundant data centers in both the East and West regions of the United States.
- Security Testing: Independent security firms perform in- depth security and penetration testing.
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement.

Axon Investigate

- Video analysis software
- Compatible with video from cell phones, on-officer cameras, in-car camera systems, social media, and other sources
- Oriented to investigators and prosecutors
- Integration with Axon Evidence services
- Automatically identify video file codecs, formats, hash values, and other metadata
- Automatically determine the required codec necessary to play a wide variety of video formats
- Play forwards/backwards and fast forward through almost any video file
- Scrub forwards/backwards through almost any video file
- Mark and auto export an unlimited number of tagged video frames
- Create subclips from any readable media
- Batch transcode files to standard file formats (including uncompressed, lossless h.264, wmv, and more)
- Add filters to transcode workflow (including resize, deinterlace, pad, crop, blur, concatenate, etc.)



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- Provide enhancement capabilities, such as stabilization, brightness adjustments, and frame averaging
- Produce dynamic frame analysis spreadsheets to xml documents
- Validate results compared with hexadecimal analysis tools
- Build and share workflows with other users
- Transcode files directly to Avid Media Composer projects
- Identify duplicate files in any folder based on md5 hash
- Produce detailed written reports via interactive PDF with embedded video and image content within INPUT-ACE
- Extract I-frames
- Decimate
- Canvas Editor (picture-in-picture)
- Add raw FFmpeg arguments
- Perform four types of macroblock analysis
 - 4x4 prediction removed
 - 8x8 prediction removed
 - Color coded block types
 - Quantization parameter evaluation
- Offered INPUT-ACE Software (from Axon Enterprise)
- Variable frame rate (VFR) lightboard designed to accurately calculate time and vehicle speed from any video surveillance camera. This feature is designed to eliminate common errors that might occur during calculations based on frame rate.
- Camera match overlay tool that provides margin of error reports based on scanner, calibration, and resolution accuracy (e.g., a margin of error of +0.5 feet) for data collected from footage.

Draft One

- AI-powered report-writing assistant
- Audio from Axon body-worn camera (BWC) footage is uploaded over long-term evolution (LTE) and transcribed automatically so report drafts are available within five minutes of an incident ending, without having to dock camera (this feature requires Axon Respond+)
- Create a single narrative from one or more body-worn camera recordings
- Supports audio from multiple devices, including 3rd party devices (anything that's playable on Axon Evidence)
- Integrates with Axon Records, allowing you to insert narratives into your report
- Multiple safeguards in place to ensure officers proofread and sign off on reports
- Security: all data processed in CJIS GovCloud environment (in US)
- Compatible with any 3rd-party RMS system
- No statistically significant levels of racial bias towards suspect's race
- Ability to include header and footer language to note when Draft One was used on a given report
- Ability to specify which incident types and level of charges can be used with Draft One
- Ability to warn or block users if they don't edit a certain percentage of words before submitting

Axon Customer Support

- Online and email-based support available 24/7



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- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting



Axon Brand Model Numbers

1. Axon Body 4 Cameras:

- Axon Body 4 Camera Model: 100147
- Axon Body 4 Flex POV Module Model: 100200

2. Axon Body 3
Camera Model: 73202

3. Axon Flex 2 Cameras:

- Axon Flex 2 Camera (online) Model: 11528
- Axon Flex 2 Camera (offline) Model: 11529

4. Axon Flex 2 Controller Model: 11532

5. Axon Flex 2 USB Sync Cable Model: 11534

6. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48" (1.2 m)

7. Axon Flex 2 Camera Mounts:

- Oakley Flak Jacket Kit Model: 11544
- Collar Mount Model: 11545
- Oakley Clip Model: 11554
- Epaulette Mount Model: 11546
- Ballcap Mount Model: 11547
- Ballistic Vest Mount Model: 11555

8. Universal Helmet Mount Model: 11548

9. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332

10. Axon Body 2 Camera Model: 74001

11. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:

- Z-Bracket, Men's, Axon RapidLock Model: 74018
- Z-Bracket, Women's Axon RapidLock Model: 74019
- Magnet, Flexible, Axon RapidLock Model: 74020
- Magnet, Outerwear, Axon RapidLock Model: 74021
- Small Pocket, 4" (10.1 cm), Axon RapidLock Model: 74022
- Large Pocket, 6" (15.2 cm), Axon RapidLock Model: 74023
- MOLLE Mount, Single, Axon RapidLock Model: 11507
- MOLLE Mount, Double, Axon RapidLock Model: 11508



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- Belt Clip Mount, Axon RapidLock Model: 11509

12. Axon Fleet Camera

- Axon Fleet 2 Front Camera: 71079
- Axon Fleet 2 Front Camera Mount: 71080
- Axon Fleet 2 Rear Camera: 71081
- Axon Fleet 2 Rear Camera Controller: 71082
- Axon Fleet 2 Rear Camera Controller Mount: 71083
- Axon Fleet Battery System: 74024
- Axon Fleet Bluetooth Dongle: 74027
- Axon Fleet 3 Dual View Camera: 72000
- Axon Fleet 3 Interior Camera: 72037
- Axon Fleet Hub: 72010

14. Axon Dock Models:

- Axon Body 3 Dock – 8-Bay Model AX1026
- Axon Body 3 Dock – 1-Bay Model AX1027
- Power cord for Axon Body 3 6-Bay and Axon Body 2 6-Bay and 1-Bay Docks Model: 71019
- Axon Dock – Individual Bay and Core for Axon Flex 2
- Axon Dock – 6-Bay and Core for Axon Flex 2
- Individual Bay for Axon Flex 2 Model: 11538
- Core (compatible with all Individual Bays and 6-Bays) Model: 70027
- Wall Mount Bracket Assembly for Axon Dock: 70033
- Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
- Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
- Individual Bay for Axon Body 2 and Axon Fleet Model: 74011
- Axon Signal Performance Power Magazine (SPPM) Model: 70116



Axon Brand Model Numbers

1. Axon Body 3 Camera Model: 73202
2. Axon Flex 2 Cameras:
 - Axon Flex 2 Camera (online) Model: 11528
 - Axon Flex 2 Camera (offline) Model: 11529
3. Axon Flex 2 Controller Model: 11532
4. Axon Flex 2 USB Sync Cable Model: 11534
5. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48" (1.2 m)
6. Axon Flex 2 Camera Mounts:
 - Oakley Flak Jacket Kit Model: 11544
 - Collar Mount Model: 11545



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- Oakley Clip Model: 11554
 - Epaulette Mount Model: 11546
 - Ballcap Mount Model: 11547
 - Ballistic Vest Mount Model: 11555
 - Universal Helmet Mount Model: 11548
7. Axon Body 2 Camera Model: 74001
8. Axon Body 2 Camera Mounts:
- Axon RapidLock Velcro Mount Model: 74054
9. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
- Z-Bracket, Men's, Axon RapidLock Model: 74018
 - Z-Bracket, Women's Axon RapidLock Model: 74019
 - Magnet, Flexible, Axon RapidLock Model: 74020
 - Magnet, Outerwear, Axon RapidLock Model: 74021
 - Small Pocket, 4" (10.1 cm), Axon RapidLock Model: 74022
 - Large Pocket, 6" (15.2 cm), Axon RapidLock Model: 74023
 - MOLLE Mount, Single, Axon RapidLock Model: 11507
 - MOLLE Mount, Double, Axon RapidLock Model: 11508
 - Belt Clip Mount, Axon RapidLock Model: 11509
10. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332
11. Axon Fleet 2 Camera
- Axon Fleet 2 Front Camera: 71079
 - Axon Fleet 2 Front Camera Mount: 71080
 - Axon Fleet 2 Rear Camera: 71081
 - Axon Fleet 2 Rear Camera Controller: 71082
 - Axon Fleet 2 Rear Camera Controller Mount: 71083
 - Axon Fleet Battery System: 74024
 - Axon Fleet Bluetooth Dongle: 74027
12. Axon Signal Unit Model: 70112
13. Axon Dock Models:
- Axon Dock – Individual Bay and Core for Axon Flex 2
 - Axon Dock – 6-Bay and Core for Axon Flex 2
 - Individual Bay for Axon Flex 2 Model: 11538
 - Core (compatible with all Individual Bays and 6-Bays) Model: 70027
 - Wall Mount Bracket Assembly for Axon Dock: 70033
 - Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
 - Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
 - Individual Bay for Axon Body 2 and Axon Fleet Model: 74011
 - Axon Dock – 1-Bay for Axon Body 3 Model: 71104
 - Axon Dock – 8-Bay for Axon Body 3 Model: 74210
 - Axon Dock – Individual Bay for Axon Body 4 Model: 100201
 - Axon Dock – Multi-Bay for Axon Body 4 Model: 100206
- TASER 7 Warranties**
1. Tactical Battery Pack Model 20041
2. TASER 7 Dock and Core Warranty Model: 20042



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3. TASER 7 Single Bay Dock and Core Warranty Model: 20047 **Axon Product**

Packages

1. **Officer Safety Plan 10:** Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),² Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100 users), TASER 10 certification bundle, Axon Signal Sidearm,³ Axon Standards,⁴ Axon Respond, Axon Respond+, and third-party storage (100 GB)..
2. **Officer Safety Plan 10 Plus (Officer Safety Plan 10+):** Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),² Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100 users), Axon Signal

Sidearm,³ Axon Standards,⁴ Axon Respond, Axon Respond+, Axon Performance, Axon Community Request, Axon Investigate, Redaction Assistant, auto-tagging with implementation, channel services (3), and third-party video storage (100 GB), third-party video playback, Redaction Assistant, auto-tagging with implementation, channel services, Axon Records,⁴ and Axon VR training.

3. **Officer Safety Plan 10 Premium:** Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),² Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100 users), Axon Signal Sidearm,³ Axon Standards, Axon Respond, Axon Respond+, Axon Performance, Axon Community Request, Axon Investigate, Redaction Assistant, auto-tagging with implementation, channel services (unlimited), third-party video storage (unlimited), Axon Community Request, Axon Investigate Pro, third-party video playback, Redaction Assistant, auto-tagging with implementation, channel services, Axon Records,⁵ Axon VR training, Axon AutoTranscribe, My90 by Axon, and the Fusus Real-Time Crime Center.⁵
4. **TASER 10 Basic:** Pays for the TASER 10 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
5. **TASER 10 Certification:** Pays for TASER 10 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.

² Technology Assurance Plan for warranties and refreshes. Axon Body 3 or Axon Body 4 & Axon Dock (for cameras) hardware purchased separately. Includes two Axon camera upgrades and one camera dock upgrade, which apply to 5-year contracts only.

³ Additional configuration may be needed to ensure Axon Signal compatibility, and not all holster arrangements may be compatible. Reach out to your Axon representative to learn more. ⁴ License subscription only. Does not include implementation costs. Available for agencies with 15+ sworn officers.

⁴ License subscription only. Does not include implementation costs. Available for agencies with 50+ sworn officers.

⁵ For more details on Fusus tiers, reach out to your account manager.



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6. **TASER 10 Certification with Virtual Reality (VR):** Pays for the TASER 10 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
7. **Axon Core 10:** Pays for TASER 10 certification, Axon Body 4 camera, Axon Dock, warranty, TAP refresh, Professional Axon Evidence license, unlimited first-party storage, a la carte third-party storage (30 GB), Axon Signal Sidearm (1:1),³ and Axon Respond.
8. **Corrections Officer Safety Plan:** Includes a TASER 7 energy weapon, Axon Body 3 Camera, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage.
9. **Officer Safety Plan:** Includes an X26P energy weapon, Axon camera and Dock upgrade, and Evidence.com license and storage. See your Sales Representative for further details and Model numbers.
10. **Officer Safety Plan 7:** Includes a TASER 7 energy weapon, Axon Body-worn camera (BWC) with the TASER Assurance Plan (TAP)², Axon Evidence (Evidence.com), unlimited BWC and Axon Capture storage, Command Staff Pro license (1 per 100 users), TASER 7 certification bundle, Axon Signal Sidearm,³ Axon Standards⁴, Axon Respond, Axon Respond+, and third-party storage (100 GB).
11. **Officer Safety Plan 7 Plus (Officer Safety Plan 7+):** Includes a TASER 7 energy weapon, Axon Body-worn camera, Axon Evidence , unlimited BWC and Axon capture storage, Axon Signal Sidearm,³ Axon Standards,⁴ Axon Respond, Axon Respond+, thirdparty storage (100 GB), Axon Performance, Axon Community Request, Axon Investigate Pro, third-party video playback, Redaction Assistant, auto-tagging with implementation, channel services, Axon Records,⁵ and Axon VR training.
12. **Officer Safety Plan 7 Premium:** Includes a TASER 7 energy weapon, Axon BWC with TAP, Axon Evidence (Evidence.com), unlimited BWC and Axon Capture storage, Command Staff Pro license (1 per 100 users), TASER 7 certification bundle, Axon Signal Sidearm,³ Axon Standards,⁴ Axon Respond, Axon Respond+, third-party storage (unlimited), Axon Performance, Axon Community Request, Axon Investigate Pro, thirdparty video playback, Redaction Assistant, auto-tagging with implementation, channel services, Axon Records,⁵ Axon VR training, unlimited Axon Auto-Transcribe, My90 by Axon, and the Fusus Real-Time Crime Center.⁶
13. **TASER 7 Basic:** Pays for TASER 7 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
14. **TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years including access to Axon Evidence for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
15. **TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.



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- 16. TASER 7 Certification with Virtual Reality (VR):** Pays for the TASER 7 program in installments over 5 years including access to Axon Evidence for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
- 17. Unlimited Cartridge Plan:** Allows the agency to pay an annual fee to receive annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P energy weapons.
- 18. TASER 7 Close Quarters Dock Plan:** Pays for TASER 7 Close Quarters Plan over a 5year period in installments including access to Axon Evidence for energy weapon program management, rechargeable batteries, annual cartridge shipments, unlimited duty cartridges, and access to online training.
- 19. Axon Core 7:** Pays for TASER 7 certification, Axon Body 4 camera, Axon Dock, warranty, TAP refresh, Professional Axon Evidence License, unlimited first-party storage, a la carte third-party storage (30 GB), Axon Signal Sidearm (1:1),³ and Axon Respond.
- 20. Corrections Post OSP:** Includes one TASER 7 energy weapon for every two licenses, one Axon Body 3 Camera for every two licenses, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage for each license.
- 21. TASER 60:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years.
- 22. TASER 60 Unlimited:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.

SOLE AUTHORIZED DISTRIBUTOR FOR AXON BRAND CAMERAS AND TASER BRAND ENERGY WEAPON PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR AXON BRAND CAMERAS AND TASER BRAND ENERGY WEAPON PRODUCTS
Axon Enterprise, Inc. 17800 N. 85 th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791	Axon Enterprise, Inc. 17800 N. 85 th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,

Josh Isner
President
Axon Enterprise, Inc.

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The Delta Logo, the Axon + Delta Logo, Axon, Axon Fleet, Axon Respond, Axon Citizen, Axon Evidence, Axon Flex, Axon Interview, Axon Records, Axon Respond, X2, X26P, TASER 7, TASER 10, TASER, and the Lightning Bolt in Circle Logo are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit www.axon.com/legal. All rights reserved. © 2025 Axon Enterprise, Inc.



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-689296-45769EL

Issued: 04/22/2025

Quote Expiration: 06/06/2025

Estimated Contract Start Date: 08/01/2025

Account Number: 472541

Payment Terms:

Mode of Delivery: UPS-GND

SHIP TO	BILL TO
Spanish Fort Police Dept. - AL 30500 State Highway 181 Spanish Fort, AL 36527-5803 USA	Spanish Fort Police Dept. - AL 30500 State Highway 181 Spanish Fort, AL 36527-5803 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Evan Llanes Phone: Email: ellanes@axon.com Fax:	Steven Mooney Phone: 251-626-4914 Email: smooney@spanisfortal.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$39,595.20
ESTIMATED TOTAL W/ TAX	\$39,595.20

Discount Summary

Average Savings Per Year	\$4,758.40
TOTAL SAVINGS	\$23,792.00

Payment Summary

Date	Subtotal	Tax	Total
Jul 2025	\$39,595.20	\$0.00	\$39,595.20
Total	\$39,595.20	\$0.00	\$39,595.20

Quote Unbundled Price: \$63,387.20
 Quote List Price: \$43,596.80
 Quote Subtotal: \$39,595.20

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	8	60	\$127.89	\$86.66	\$82.49	\$39,595.20	\$0.00	\$39,595.20
A la Carte Services									
101186	AXON VR - PSO - VIRTUAL	1			\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$39,595.20	\$0.00	\$39,595.20

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	100126	AXON VR - TACTICAL BAG	1	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100330	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	8	2	07/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100334	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100336	AXON TASER 10 - MAGAZINE - INERT RED	1	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100399	AXON TASER 10 - CARTRIDGE - LIVE	120	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	60	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100401	AXON TASER 10 - CARTRIDGE - INERT	10	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100591	AXON TASER - CLEANING KIT	1	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	7	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100613	AXON TASER 10 - SAFARILAND HOLSTER - LH	1	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100748	AXON VR - CONTROLLER - TASER 10	1	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	1	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	1	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	8	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	3	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	2	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	8	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	20378	AXON VR - HEADSET - HTC FOCUS 3	1	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	40	1	07/01/2026

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	40	1	07/01/2027
BUNDLE - TASER 10 CERTIFICATION STANDARD	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	1	1	01/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	20373	AXON VR - TAP REFRESH 1 - HEADSET	1	1	01/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	40	1	07/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	40	1	07/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	101180	AXON TASER - DATA SCIENCE PROGRAM	8	08/01/2025	07/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	101703	AXON VR - USER ACCESS - TASER SKILLS	8	08/01/2025	07/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	20248	AXON TASER - EVIDENCE.COM LICENSE	1	08/01/2025	07/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	20248	AXON TASER - EVIDENCE.COM LICENSE	8	08/01/2025	07/31/2030

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION STANDARD	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	8
A la Carte	101186	AXON VR - PSO - VIRTUAL	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	100197	AXON VR - EXT WARRANTY - HEADSET	1	07/01/2026	07/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	8	07/01/2026	07/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	101007	AXON VR - EXT WARRANTY - CONTROLLER	1	07/01/2026	07/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	2	07/01/2026	07/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	8	07/01/2026	07/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	07/01/2026	07/31/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	30500 State Highway 181	Spanish Fort	AL	36527-5803	USA
2	30500 State Highway 181	Spanish Fort	AL	36527-5803	USA

Payment Details

Jul 2025					
Invoice Plan	Item	Description	Qty	Subtotal	Tax
Year 1	101186	AXON VR - PSO - VIRTUAL	1	\$0.00	\$0.00
Year 1	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	8	\$39,595.20	\$0.00
Total				\$39,595.20	\$0.00
					\$39,595.20

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

4/22/2025

Date Signed



RESOLUTION NO. 1513-2025

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN
INTERGOVERNMENTAL SERVICES AGREEMENT WITH BALDWIN
COUNTY FOR THE PURPOSE OF MOWING CERTAIN RIGHTS-OF-WAY**

WHEREAS, Baldwin County has assisted the City in mowing certain rights-of-way within the corporate limits of the City of Spanish Fort; and

WHEREAS, the City Council desires to seek the assistance of Baldwin County in mowing Bromley Road, County Road 39, D'Olive Road and Jimmy Faulkner Drive.

**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 enter into an Intergovernmental Service Agreement with Baldwin County for the purpose of mowing Bromley Road, County Road 39, D'Olive Road and Jimmy Faulkner Drive, quarterly, in accordance with quarterly payments for the actual cost. A copy of the agreement is 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 ____, 2025.

Michael M. McMillan
Mayor

Attest:

Rebecca A. Gaines, CMC
City Clerk

INTERGOVERNMENTAL SERVICE AGREEMENT

This Intergovernmental Service Agreement (“Agreement”) is entered into by and between the Baldwin County Commission (hereinafter “County”) and the City of Spanish Fort, Alabama (hereinafter “City”), as follows:

RECITALS

Whereas, County is the duly formed governing body in and for Baldwin County, Alabama, and City is an incorporated municipality of the State of Alabama; and

Whereas, County and City are authorized under Alabama law to control, manage, supervise, regulate, repair, maintain and improve (hereinafter collectively “control”) certain public roads inside their respective jurisdictions; and

Whereas, with the consent of the City Council of a municipality, the County may establish, construct, and maintain any road or street within the corporate limits of such municipality; and

Whereas, County and City acknowledge and agree that Bromley Road, County Road 39, D’Olive Road and Jimmy Faulkner Drive, as identified and depicted on *Exhibit A* hereto, are situated inside the present incorporated municipal limits of City, and are roads over which City is responsible for and over which City exercises control; and

Whereas, the City has requested that the County assist the City in its efforts to mow Bromley Road, County Road 39, D’Olive Road and Jimmy Faulkner Drive, that lie inside the Spanish Fort City Limits; and

Whereas, the City agrees to remit to the County any and all costs incurred by the County in its performance of this Agreement; and

Whereas, the City agrees to remit to the County any and all actual costs for labor and equipment incurred by County in its performance of this Agreement; and

Whereas, County and City now wish to enter into this Agreement to provide mowing on Bromley Road, County Road 39, D’Olive Road and Jimmy Faulkner Drive, inside the City’s jurisdiction.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the sufficiency of which being hereby acknowledged, County and City do hereby agree as follows:

1. **Recitals:** The recitals set out above are incorporated into this Agreement, as though the same were set out in full in this paragraph.
2. **Purpose:** The parties acknowledge and agree that the purpose of this Agreement is to provide mowing on the above listed public roads and rights-of-way inside the corporate limits of the City.
3. **City Remains Owner of Right-of-Way:** The City, at all times, including during the effective term of this Agreement and beyond, shall retain exclusive responsibility for and control over Bromley Road, County Road 39, D’Olive Road and Jimmy Faulkner Drive, inside Spanish Fort City Limits specifically identified and depicted on *Exhibit A* hereto. The

County shall obtain no rights, responsibilities or control over the road portions as a result of this Agreement or the duties and/or obligations contained anywhere herein either during or following the effective term of this Agreement. Nothing contained herein shall be construed to require or result in the County assuming responsibility for any public streets inside the Spanish Fort City Limits.

4. **No Joint Ownership of Property:** The parties acknowledge and agree that they will not jointly acquire, own or otherwise come into joint or common possession of any property as a result of or in relation to this Agreement.
5. **Inapplicability to Roads Not Expressly Identified:** The parties acknowledge and agree that this Agreement does not address or affect, and that the parties do not intend by this Agreement to address or affect, the responsibility for or control of any roads or road portions not expressly identified and depicted herein.
6. **Financing and Budgeting:** Each party shall be responsible for financing the obligations undertaken by that party hereunder, and shall not be responsible for financing, or in any other manner contributing to, the costs or expenses of the obligations undertaken by the other party unless expressly identified herein.
7. **Approval and Effective Date:** This Agreement shall become effective upon the date of full execution by both parties ("Effective Date").
8. **Term:** The term of this Agreement shall be for twenty-four (24) months from its Effective Date. This document may be amended only upon written approval by the Parties hereto, and any such amendment shall be approved by the same method by which this original Agreement has been approved by the Parties.
9. **Services to be Performed by County:**
 - A. County forces and equipment to perform mowing on Bromley Road, County Road 39, D'Olive Road and Jimmy Faulkner Drive, as depicted on *Exhibit A*, inside Spanish Fort City Limits, as the County performs its normal mowing routes of the general area of where the roads are located.
 - B. Remit quarterly invoices to the City for actual labor and equipment costs incurred.
Note: County cannot sell bid item materials to the City.
10. **Services to be Performed by City (the Project):**
 - A. Comply with all necessary local, State and Federal rules, regulations and laws applicable to the Project and this Agreement.
 - B. Furnish and/or acquire all necessary property rights, including without limitation any necessary access and ownership rights, for access to the right-of-way without cost or liability to the County.
 - C. Adjust and/or relocate all utilities for the project without cost to the County, if applicable.
 - D. Promptly remit payment within 30 days of the receipt of invoice for all actual labor and equipment costs incurred by the County.
11. **Termination and Notice:** Notwithstanding the foregoing, either party may terminate this Agreement, with or without cause, upon written notice to the other party. A party's said notice shall be deemed effective, and the Agreement deemed terminated thirty (30) days after

the date such notice is mailed by certified mail to the other party. In the event of termination by either party, the City shall be responsible for all costs incurred by the County through the date of receipt of the requisite termination notice. All notices provided for herein shall be sent as follows:

To City: City of Spanish Fort
7361 Spanish Fort Boulevard
Spanish Fort, Alabama 36527

To County: Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

12. **Indemnity:** City accepts the improvement, work, property, product and services of the County as a result of the Project in its "WHERE IS", "AS IS", condition and acknowledges that the County has made no representation or warranty to City as to, and has no obligation for the condition of the improvements, work, property, product and services of the County. City assumes the risk of any latent or patent defects or problems that are or may be contained in the improvements, work, property, product and services of the County or City. City agrees that the County shall not be liable for any injury, loss or damage on account of any defects or problems. City for itself and City Representatives waive and release the County from any claims for injury to persons or damage to the personal property by reason of the condition of the improvements, work, property, product and services of the County or otherwise.

Furthermore, to the fullest extent allowed by law, City shall defend, indemnify and hold County harmless from and against all demands, actions and claims of any description whatsoever, for property damage, personal injury (including death), actions in trespass and all other claimed loss, injury or damage, including, but not limited to, attorneys' fees and costs, arising out of, relating to, or resulting from, any and all acts or omissions in relation to the obligations hereunder.

All guarantees, duties, representations, assurances, without limitation, contained within this Agreement shall survive and exist beyond the date of termination or expiration of this Agreement, and time, or the lapse thereof, shall not be used for or argued as a defense for the City against the same.

Nothing contained herein shall be construed to limit or modify the laws of Alabama as the same may apply to the County or City or in any way diminish any immunity, absolute or qualified, to which the County and City are otherwise entitled by law.

13. **Entire Agreement:** This Agreement represents the entire and integrated agreement between County and City and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the parties.
14. **Both Parties Contributed Equally to the Agreement.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both County and City have contributed substantially and materially to the preparation of this Agreement.

15. **Failure to Strictly Enforce Performance:** The failure of either party to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Agreement shall not constitute a default or be construed as a waiver or relinquishment of the right of a party to thereafter enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.
16. **Assignment:** Neither this Agreement nor any interest herein shall be assigned, transferred or otherwise encumbered without a prior written agreement providing for such assignment, transfer or other encumbrance signed by the parties.
17. **Choice of Law:** The parties acknowledge and agree that this Agreement shall in all respects be governed by the laws of the state of Alabama, including, without limitation, all issues relating to capacity, formation, interpretation and available remedies, without regard to Alabama conflict of law principles.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of full execution below.

COUNTY:
BALDWIN COUNTY

MATTHEW P. MCKENZIE / DATE
CHAIRMAN

ATTEST:

ROGER H. RENDLEMAN / DATE
COUNTY ADMINISTRATOR

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that Matthew P. McKenzie and Roger H. Rendleman, whose names as Chairman and County Administrator of the Baldwin County Commission, respectively, are signed to the foregoing instrument and who are known to me, acknowledged before me on this date that, being informed of the contents of said instrument, they executed the same voluntarily with full authority to do so for and as an act of the Baldwin County Commission.

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

Notary Public

My Commission Expires: _____

CITY:
THE CITY OF SPANISH FORT

_____/_____
Mayor Michael M. McMillan /Date

ATTEST:

_____/_____
Rebecca A. Gaines /Date
City Clerk

STATE OF ALABAMA
COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that Michael M. McMillan and Rebecca A. Gaines, whose names as Mayor and City Clerk of CITY OF SPANISH FORT, respectively, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they executed the same voluntarily with full authority to do so for and as an act of the City of Spanish Fort, Alabama.

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

Notary Public

My Commission Expires:_____

RESOLUTION NO. 1514-2025

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT BETWEEN THE CITY OF SPANISH FORT, ALABAMA, AND SAFE HAVEN BABY BOXES, INC.

WHEREAS, the City Council desires to install a baby box at the new Spanish Fort Fire Rescue Department Fire Station No. 1, currently under construction; and

WHEREAS, the City Council wishes to authorize the Mayor to enter into a Lease Agreement with Safe Haven Baby Boxes, Inc. for the installation and service of a baby box.

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 Lease Agreement with Safe Haven Baby Boxes, Inc., for an initial fee of \$15,500.00, and a yearly fee of \$500.00 for installation and service of a baby box at the new Spanish Fort Fire Rescue Department Fire Station No. 1, currently under construction. A copy of the proposed Lease Agreement is attached hereto as Exhibit 2, subject to any changes approved by the Mayor.

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 be effective upon its adoption or as otherwise required by State law.

ADOPTED and APPROVED this ____ day of _____, 2025.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk

SHBB LEASE AND SERVICE AGREEMENT

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THIS LEASE AND SERVICE AGREEMENT (“Agreement”) is made and entered into effect as of _____, 202_ by and between Safe Haven Baby Boxes, Inc., an Indiana nonprofit corporation, (“SHBB”) and the _____ (“Provider”).

RECITALS

WHEREAS, SHBB is a nonprofit educational organization that provides information and services related to child welfare, safe haven laws, initiation and implementation of newborn safety devices (“Safety Device”) (as that term is defined under Alabama Law), and awareness related to preventing child abandonment.

WHEREAS, Alabama Code § 26-25-1, *et al* (the “Safe Haven Laws”), provides certain protections to emergency medical service providers that install a newborn safety device (the “Safety Device”);

WHEREAS, Provider desires to install a Safety Device on Provider’s premises pursuant to the Safe Haven Laws; and

WHEREAS, SHBB is agreeable to placing a Safety Device to the Provider’s premises and undertaking certain services in relation thereto;

WHEREAS, Provider has consulted its legal, financial and insurance related advisors and has confirmed that its location and operation is acceptable under the laws and regulations of its jurisdiction for the placement of a Safety Device.

NOW, THEREFORE, for and in consideration of the mutual terms and premises contained herein and for other good and valuable consideration, the parties agree as follows:

Section 1. Installation. SHBB shall provide to Provider one (1) Safety Device for installation by Provider on the premises located at (Insert location information and address). Delivery of the Safety Device shall be at the expense of the Provider. SHBB has the option at any time to oversee the installation of the Safety Device and advise as to installation on the appropriate placement to maximize awareness and implementation of its educational objectives as set forth in this Agreement. SHBB and Provider agree to cooperate with respect to the appropriate third-party contractors for the placement of the Safety Device and to ensure that such third-party has the appropriate skill and knowledge for constructing improvements to Provider’s facility. Provider is to pay for all installation costs and expenses for labor and/or materials. Provider is responsible for compliance with all applicable federal, state, and municipal or local laws, rules, and regulations and all laws, rules, and regulations pertaining to permitting requirements for the installation of the Safety

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Device. Provider agrees to abide by the policies and procedures for installation as outlined in Exhibit “A” (the “Policies and Procedures”) of this Agreement, which is hereby made a substantive part of this Agreement by reference.

Section 2. Services by SHBB. SHBB shall provide annual services related to the performance of this Agreement. Such services shall include: (1) providing educational materials to Provider and policies and procedures relating to the maintenance of the Safety Device to Provider; (2) operating a toll-free phone number for the general public to utilize in emergency situations involving abandoned children or issues related thereto; (3) educating emergency services personnel related to the use of the Safety Device; (4) providing educational information to the general public regarding the location and awareness of the Safety Device at the Provider’s facility as well as other educational resources related to child welfare advocacy and safe haven law awareness; (5) provide at minimum annual inspection and maintenance on the Safety Device; and (6) Will exclusively repair or replace parts if/when the Safety Device is malfunctioning at expense of Provider as set forth under Section 4 of this Agreement and as otherwise provided in this Agreement (collectively the “Services”).

Section 3. Lease and Service Term. The term of this Agreement shall be for five (5) years (“Term”) and shall renew for successive five (5) year terms upon the mutual agreement of terms, fees, and conditions or unless terminated in accordance with Section 9, below or as otherwise agreed to by the parties.

Section 4. Consideration. In consideration for leasing the Safety Device and providing the Services described under Sections 1 and 2 above, Provider agrees to pay SHBB an initial fee of Fifteen Thousand Five Hundred and 00/100 Dollars (\$15,500.00), unless otherwise agreed to by the Parties under Section 3 of this Agreement. Provider shall pay a renewal fee of Five Hundred and 00/100 Dollars (\$500.00) for each successive Term under this agreement, due within thirty (30) days of the start of each successive Term. Additionally, Provider shall pay an annual fee of Five Hundred and 00/100 Dollars (\$500.00) and other associated expenses as determined from time to time by SHBB on January 1 of every year that this Agreement is in force. The foregoing fees and expenses include but are not limited to the services and expenses listed in the Services, Fees, and Expenses Schedule attached hereto as Exhibit “B”.

Section 5. Obligations of Provider. In addition to any and all other obligations of the Provider set forth herein, Provider agrees to follow all policies and procedures provided by SHBB which may change from time to time. SHBB shall provide thirty (30) days’ prior Notice to Provider. Such policies and procedures are included as Exhibit A to this Agreement and, by way of Provider’s signature hereto, shall evidence Provider’s acknowledgement and receipt of the Policies and Procedures. Provider

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agrees to maintain the Safety Device in good working order, the costs of which are to be borne by Provider. Provider agrees to not change, add to, subtract from, alter, rebrand, or otherwise modify the Safety Device and accompanying signage as set forth in Exhibit A in any manner whatsoever without the prior written approval of SHBB. Provider agrees to use best efforts to prevent any third parties from adding to, subtracting from, altering, rebranding, or otherwise modifying the Safety Device and accompanying materials/signage as set forth in Exhibit A in any manner whatsoever without prior written approval by SHBB. Provider agrees to immediately notify SHBB of any modification to the Safety Device. Provider agrees to accept complete liability for any and all unapproved modifications to the Safety Device and any and all unapproved modifications to accompanying parts of the Safety Device, including required signage/materials. Provider agrees to accept complete liability for modifications to the Safety Device which are the result of: its own actions, omissions, and/or failure to use best efforts to maintain the Safety Device in good working order or best efforts to prevent any modifications to the Safety Device by a third party. Provider shall refer to the Safety Device as a "Safe Haven Baby Box". Further, Provider shall procure and maintain a twenty-four (24) hour alarm monitoring of the Safety Device at all times and shall confirm with SHBB that such service is acceptable. Should alarm monitoring service be disconnected for any reason, Provider shall immediately notify SHBB and shall secure the Safety Device by locking its exterior door and removing all signage and materials related to its use and functionality. SHBB may, but is not required to, inspect the Safety Device at any time, including, but not limited to: to ensure that it is in good working order, to ensure proper branding and signage is being displayed, and to conduct tests related to its functionality and monitoring and alarm systems.

IT IS IMPERATIVE THAT ANY MALFUNCTION IDENTIFIED WITH RESPECT TO THE SAFETY DEVICE OR ANY DISCONNECTION IN THE SAFETY DEVICE MONITORING SYSTEM RESULT IN THE IMMEDIATE SECURING AND LOCKING OF THE SAFETY DEVICE SO THAT IT MAY NOT BE USED BY THE PUBLIC DURING THIS TIME PERIOD. FAILURE TO DO SO MAY RESULT IN A THREAT OF BODILY HARM OR DEATH TO AN INFANT PLACED IN THE SAFETY DEVICE DURING ANY PERIOD OF TIME IN WHICH THE SAFETY DEVICE IS MALFUNCTIONING OR NOT.

Section 6. Representations and Warranties.

- A. Representations & Warranties of Provider. Provider represents and warrants that the undersigned is a duly acting and authorized agent of Provider who is empowered to execute this Agreement with full authority of Provider. Further, Provider has undertaken a

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reasonable investigation into the laws and regulations governing the jurisdiction with which it intends to place the Safety Device and has confirmed that such placement and administration of the Safety Device does not violate any provision of any law, ordinance, governmental regulation, court order or other similar governmental controls.

- B. Representations & Warranties of SHBB. SHBB represents and warrants that the undersigned is a duly acting and authorized agent of SHBB who is empowered to execute this Agreement with full authority of SHBB. Further, SHBB has full ownership of the Safety Device.

SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT A MEDICAL DEVICE AND HAS CONFIRMED SUCH WITH THE FOOD AND DRUG ADMINISTRATION. SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT INTENDED AS A CONSUMER PRODUCT AND THUS IS NOT REGISTERED WITH THE CONSUMER PRODUCT SAFETY COMMISSION. SHBB FURTHER REPRESENTS THAT THE SAFETY DEVICE IS NOT REGISTERED WITH THE FEDERAL TRADE COMMISSION AND/OR THE FEDERAL COMMUNICATIONS COMMISSION. SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT TESTED BY NATIONALLY RECOGNIZED TESTING LABORATORIES PROGRAM.

Section 7. Insurance. Provider agrees to procure and maintain in full force and effect at all times during the Term of this Agreement and any renewals thereof, at its own cost and expense, a policy or policies of comprehensive commercial general liability insurance on an occurrence basis, in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate and a \$2,000,000 limit umbrella coverage related to the Safety Device's placement and operation in or about Provider's facility against all loss, damage or liability for personal injury or death of any person or loss or damage to property occurring in upon or about the Safety Device during the Term of this Agreement and all extensions thereof. This insurance policy shall not be a separate policy solely because of this Agreement but, rather, will be part of the [City / Hospital]'s master general liability and umbrella policies. SHBB's liability as to the Safety Device in relation to the Provider under this Agreement is covered under [City / Hospital]'s master general liability and umbrella policies.

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Section 8. Indemnification. Provider agrees to defend and indemnify, protect and hold harmless SHBB, its officers, directors, employees, volunteers, independent contractors, agents and all other persons and related entities thereof against any loss, claim at law or equity, cause of action, expenses, damages or any other liability (collectively, "Claim") arising in relation to and to the extent of the indemnifying provider's gross negligence or willful or wanton misconduct, whether acts or omissions, in the installment, placement, removal, use, and maintenance of the Safety Device in, on, or about Provider's facility or premises.

Section 9. Termination. Provider may terminate this Agreement upon sixty (60) days prior written notice from Provider to SHBB. SHBB may terminate this Agreement for any reason specified under Section 10, below. At the point of termination of this Agreement, Provider shall secure and lock the Safety Device and remove all signage provided by SHBB. Provider shall place new visible signage denoting that the Safety Device is not functional and that any person desiring to utilize the Safety Device should instead contact emergency services. If Provider removes the Safety Device, then it shall make arrangements with SHBB for its conveyance or retrieval to SHBB. SHBB shall not be obligated to remove the Safety Device; however, at any time after this Agreement has terminated, SHBB may, at its sole discretion, notify Provider that it intends to remove and recover the Safety Device. Under such circumstances, Provider agrees to cooperate with SHBB in the retrieval of the Safety Device, the expenses of which shall be borne by SHBB, so long as expenses do not exceed \$500 and unless the termination of this Agreement was under Section 10, below, in which case the costs hereunder shall be borne by Provider.

Section 10. Remedies.

- A. Option to Cure.** Any uncured breach of this Agreement by Provider shall give SHBB the option of immediately terminating this Agreement and retrieving the Safety Device from Provider's facility at Provider's own cost and expense. If Provider is notified by SHBB that the Safety Device is not properly functional or lacks monitoring required by this Agreement, then SHBB may order the Safety Device secured and locked until further inspection. Provider shall have thirty (30) days to cure any lack of monitoring or improper functioning of the Safety Device, such time may be extended by any delay attributable to SHBB. If Provider does not cure any lack of monitoring or improper functioning of the Safety Device within the initial thirty (30) day period upon SHBB's review and report, Provider may have an additional thirty (30) days to cure any breach. If Provider fails to cure any breach of this

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Agreement after two attempts to cure as set forth above, SHBB may terminate this Agreement if it concludes in its sole discretion that Provider has not upheld its obligations under this Agreement. Any breach of this Agreement by Provider which has not been cured by Provider within thirty (30) days after notice received from SHBB shall give SHBB the option of terminating this Agreement and retrieving the Safety Device from Provider's facility at Provider's own cost and expense.

B. Attorneys' fees. Attorneys' fees, costs and expenses, shall be awarded to the prevailing party for any dispute relating to or arising from this Agreement.

Section 11. Ownership of Safety Device. Provider agrees and acknowledges that ownership of the Safety Device remains with SHBB and this Agreement is merely a services and lease agreement. Provider shall not sell or otherwise transfer the Safety Device during or after the term of this Agreement without the specific written consent of SHBB.

Section 12. Disclaimer and Limitation of Warranties.

- A. SHBB has a policy of testing the Safety Device at its principal office prior to delivery of Safety Device to Provider in order to ensure it is functioning properly. SHBB also has a policy of testing the Safety Device once it is installed on the Premises to ensure it is functioning properly. SHBB's testing of the Safety Device is strictly limited to ensuring it functions properly and is further limited by the limitations and disclaimers on all warranties, express or implied, set forth in this Agreement regarding disclaimer and limitation of warranties.
- B. SHBB IS ONLY THE ASSEMBLER OF THE SAFETY DEVICE AND MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER OF ANY KIND, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE SAFETY DEVICE. WITH RESPECT TO SAFETY DEVICE, PROVIDER ACCEPTS IT "AS IS." THE SAFETY DEVICE SHALL BE SUBJECT TO ANY WARRANTIES PROVIDED TO PROVIDER BY THE SAFETY DEVICE MANUFACTURER AND/OR AVAILABLE BY THE SAFETY DEVICE'S COMPOSITE PARTS.**
- C. **DUE DILLIGENCE BY PROVIDER.** IF PROVIDER HAS NOT INSPECTED DEVICE AND CHOOSES TO, PROVIDER AGREES AND ACKNOWLEDGES THAT PROVIDER HAS THIRTY (30) DAYS FROM THE AGREED-UPON INSTALLATION DATE TO INSPECT THE SAFETY DEVICE AND ADVISE SHBB OF ANY OPERATIONAL DEFECTS, OTHERWISE ON THE THIRTY-

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FIRST (31ST) DAY PROVIDER AGREES AND ACKNOWLEDGES THAT PROVIDER HAS WAIVED SAID OPPORTUNITY TO PERFORM ITS OWN DUE DILLIGENCE AS TO ANY APPARENT OR LATENT DEFECT(S) OR FAULT(S).

(PROVIDER, BY: _____, ITS _____).

- D. IN ALL CIRCUMSTANCES, PROVIDER AGREES AND ACKNOWLEDGES THAT PROVIDER ACCEPTS, TAKES, AND/OR OTHERWISE LEASES THE SAFETY DEVICE CONTEMPLATED BY THIS AGREEMENT ON AN “AS-IS” AND “WITH ALL FAULTS” BASIS.
- E. SHBB neither assumes nor authorizes any other person associated or related by legal right, corporate entity, governmental entity, or any other entity associated or related by legal right to assume for it, or any other liability in connection with the use, maintenance, operation, or installation of the Safety Device nor this lease of the Safety Device. There are no warranties which extend beyond the terms of this Agreement, unless otherwise stated or provided for herein or by law via preemption. These warranties shall not apply to the Safety Device or improvements, restoration, repair, servicing, remodel, modifications, and/or any other construction work on the Safety Device, related to the Safety Device, or any other part thereof which has been subject to accident, negligence, alteration, abuse or misuse. SHBB makes no warranty whatsoever with respect to accessories or parts not supplied by it.

Section 13. Miscellaneous.

- A. Notice. Notice is effective when made in writing and sent to the parties' addresses or by email. Notice will be considered given as of the date of mailing.

SHBB Notice shall be given to:

Safe Haven Baby Boxes
Attn: Monica Kelsey
P.O. Box 185
Woodburn, IN 46797

Provider Notice shall be given to:

- B. Assignability. This Agreement is binding and benefits the successors and assignees of the Provider, which includes any entity with which

SHBB LEASE AND SERVICE AGREEMENT

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the Provider may merge or consolidate, or to which it may transfer substantially all of its assets or equity interests. Provider shall not transfer or assign this Agreement, however, without the specific written consent of SHBB, which consent shall not be unreasonably withheld.

- A. Governing Law/Jurisdiction. The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of Alabama and Alabama courts. Each Party waives, to the fullest extent it may legally and effectively do so, any objection which it may now or subsequently have to the laying of venue of any claim or dispute at law or equity arising out of or relating to this Agreement or the transactions contemplated by it in any Alabama court. Parties agree that any and all claims of any kind arising out of and relating to this Agreement if brought in a Court shall be brought in a court in Allen County, State of Alabama, United States of America. Each party waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. Each party agrees and acknowledges that any term not defined herein shall be construed to have its every-day, contextual meaning as defined in the latest editions of the Merriam Webster Dictionary, and if a legal term, Black's Law Dictionary; and should any term, condition, or provision of this Agreement be deemed vague, ambiguous, or confusing, it shall not be construed in favor of either party.
- C.
- D. Integration. This Agreement along with the attached exhibits is the final written expression of the parties' agreement with respect to such terms included and may not be contradicted by evidence of any prior agreement.
- E. No Oral Modification. No change, modification, extension, termination, or waiver of this Agreement, or any of the provisions contained, will be valid unless made in writing and signed by duly authorized representatives of the parties.
- F. Waivers. No waiver of any of the provisions of this Agreement shall be valid and enforceable unless such waiver is in writing and signed by the Parties to be charged, and, unless otherwise stated, no such waiver shall constitute a waiver of any other provision or a continuing waiver.

SHBB LEASE AND SERVICE AGREEMENT

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- G. Severability. In the event that one or more of the provisions of this Agreement shall become invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained shall not be affected as a whole.
- H. Time of the Essence. The Parties expressly recognize that in the performance of their respective obligations under this Agreement and that each Party is relying on timely performance by the other Party and will schedule operations and incur obligations to third parties in reliance upon timely performances by the other Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and be effective on the date first above written.

“SHBB”

X

Monica Kelsey
CEO, Safe Haven Baby Boxes

“PROVIDER”

By: _____

Its: _____

EXHIBIT A

SAFE HAVEN BABY BOXES, INC. POLICIES AND PROCEDURES

I. Purpose:

- A. Safe Haven Baby Boxes, Inc.'s product is the Baby Box. A Baby Box is a safety device provided for under Alabama Code §26-25-1, et seq and legally permits a parent in crisis to safely, securely, and anonymously surrender his or her newborn. A Baby Box is installed in an exterior wall of a designated fire station or hospital. It has an exterior door that automatically locks upon placement of a newborn inside the Baby Box and an interior door which allows a medical staff member to secure the surrendered newborn from inside the designated building.

II. Policies:

- A. A Provider is an emergency medical services provider as defined by state law, staffed on a twenty-four (24) hour, seven (7) day a week basis and provides a legal location and maintenance for a Safe Haven Baby Box where a newborn may be dropped off by a person who wishes to relinquish custody under the Safe Haven Law of the applicable jurisdiction.
- B. The Baby Box is designed with three independent alarms and is activated:
 - 1. When the door is accessed from the outside.
 - 2. When the newborn is placed in the box and activates the motion sensor.
 - 3. When electrical failure occurs to the Baby Box.

III. Generic procedures when the Baby Box is Activated:

- A. Emergency Personnel, including, Firefighters, Police Officers, EMT's, and Paramedics must perform the act of retrieving a newborn and taking said newborn into custody when he or she is voluntarily placed in a Box and the parent does not express an intent to return for the newborn.
- B. Emergency Personnel who take custody of a newborn shall perform any act necessary to protect the child's health and safety.
- C. Emergency Personnel must respond every time an alarm is activated at the Baby Box to verify whether a newborn has been dropped off.
- D. Emergency personnel may access the Baby Box on the inside of the Provider's building. An alarm is activated to signal 911 when the door is opened, and the newborn may be inside the bassinet.
- E. Newborns will be evaluated by medical personnel at the location and immediately transported to the closest hospital for further evaluation. The

evaluation at the hospital may include screenings and examinations by physicians as necessary.

- F. EMS transporting newborn to hospital will notify the hospital personnel that this was a Safe Haven Baby Box newborn surrendered under the current Safe Haven Law.
- G. The hospital supervisor will notify the appropriate state agency and have a social services consult order placed.

IV. Additional Procedures for designated Providers:

- A. All Baby Boxes must be leased from Safe Haven Baby Boxes, Inc. and may not be re-sold. All Baby Boxes shall remain the property of Safe Haven Baby Boxes, Inc. throughout each and every Term of any Agreement between Provider and Safe Haven Baby Boxes, Inc.
- B. To support the education of, and to avoid confusion in the market, the Baby Box may not be rebranded or called anything but a "Safe Haven Baby Box", a "Baby Box", or referred to as a "Box".
- C. Each Provider will maintain uniform signage purchased from Safe Haven Baby Boxes, Inc. at its own expense. Any additional signage must have prior approval from Safe Haven Baby Boxes, Inc.
- D. The Baby Box will be delivered in accordance the following:
 - i Initial fee has been paid to Safe Haven Baby Boxes.
 - ii Provider location is able to agree to install, test, train personnel, and schedule the unveiling / blessing within sixty (60) days of receipt of the Baby Box.
 - iii Provider understands delivery of the Baby Box will be scheduled approximately 8 weeks after payment is received and with mutual agreement of the installation and unveiling / blessing dates.
- E. The Baby Box will not be announced to the public or otherwise discussed with third parties or go "live" prior to the official unveiling/blessing of the Baby Box. The unveiling/blessing date must be agreed upon between only the Provider and SHBB prior to "going live".
- F. The "Go-Live" date will be determined after the following:
 - i Installation is completed and the alarm system is ready for testing.
 - ii Seven consecutive days of successful alarm testing is completed. The first day of testing must be completed with the appropriate SHBB personnel present either over the phone or via video streaming.
 - iii Training of staff is completed via online certification and in-person by SHBB.
 - iv Final Inspection is completed.
- G. Each Provider must maintain security monitoring at its own expense and may not turn off security monitoring without giving Safe Haven Baby Boxes, Inc. sixty (60) days' notice.
 - i If a Provider has the service discontinued without Safe Haven Baby Boxes, Inc.'s knowledge, the location is subject to liability.
 - ii Pending notice or drop of security monitoring, Safe Haven Baby Boxes, Inc. will uninstall the non-conforming location.

- H. Each Provider will provide medical information and a copy of parents' rights located in the orange bag inside the Baby Box. The bag is to be placed on the medical bassinet and leaning against the outside door so that it will fall out when the door is opened.
- I. Each Provider must test the security/alarm system on the Baby Box at least once a week. Provider must keep a log or record of tests and submit the log or record to Safe Haven Baby Boxes, Inc. quarterly and upon the demand of Safe Haven Baby Boxes, Inc. The log or record shall list at least the name of the persons testing the Baby Box, the date tested, and the result of the test. A scanned copy of the alarm logs shall be sent to logs@safehavenbabyboxes.com
- J. Provider will ensure that no video monitoring will occur around the part of the building containing or facing the Baby Box.
- K. Provider must perform daily checks of the Baby Box to ensure:
 - i The presence of a clean fitted bassinet sheet and a blanket
 - ii The bassinet sensor has the green light only illuminated
 - iii Heater fan is operating
 - iv Alarm system is powered on and ready
- L. Provider must ensure a climate-controlled environment inside the Baby Box maintains a reasonable temperature for a newborn.
- M. Each Provider is responsible for training personnel on the use, features, and procedures of the Baby Box. Provider can contact Safe Haven Baby Boxes, Inc. for group training services.
- N. After retrieving a newborn from the Baby Box, the Provider must verify that the door to the Baby Box is secured and closed.
- O. After retrieving a newborn from the Baby Box, the Provider must reset the alarm system after deactivation.
- P. All safe surrenders are required to be reported to Safe Haven Baby Boxes Inc. by phone at 260-750-3668 within two (2) hours after the surrender. All safe surrenders must also be reported no later than the close of the first business day after the date on which an emergency medical services provider takes possession of a child to the Department of Human Resources (DHS).
- Q. In the event that the Agreement with Safe Haven Baby Boxes, Inc. is terminated for whatever reason, Provider is responsible for all costs and expenses of removing respective Baby Boxes at Provider location(s).
- R. Provider is to use best efforts to secure the integrity and good working function of the Baby Box at all times, including upon removal of any Baby Box, if necessary. Damage to Provider's leased Baby Box(es) is compensable to Safe Haven Baby Boxes, Inc. by Provider. Provider is to reimburse Safe Haven Baby Boxes, Inc. for any and all damage to the Baby Box during the pendency of the Agreement and any termination or expiration of it. Any such reimbursements are to be sent within thirty (30) days to the name and address listed in the Notice provision of the Agreement.

V. Documentation (Documents & Forms):

A. Documents

1. Weekly Safe Haven Baby Box alarm system checks
2. All Safe Surrenders by date and time

By signing below, the undersigned agrees to the terms and conditions set forth in Exhibit A.

Provider:

Signature: _____

Printed Name: _____

Date: _____

EXHIBIT B
SAVE HAVEN BABY BOXES INC.
SERVICES, FEES, AND EXPENSES SCHEDULE
ALABAMA

Initial Fee: \$15,500.00 Internal camera included

1. "Pre-installation" Services:
 - a. Assistance with device location placement
 - b. Administrative resources
 - c. Consultation on programs
 - d. Assistance with raising funds to support the cost of the box (optional)
2. Installation Services:
 - a. Inspection of installation via pictures sent electronically
 - b. Training to all emergency personnel
3. Post Installation Services:
 - a. Marketing of the box
 - b. 24/7 hotline available to the community
 - c. Advertising of the box
 - d. Efforts to support raising awareness on a local, state, and national level supporting the box in each community.

Annual Fee: \$500

1. Annual Fee Services
 - a. Recertification of the box by an authorized SHBB technician
 - b. Maintenance of box from expected use
 - c. Unlimited repairs and parts replacement as a result of a malfunction and not as a result of negligence or vandalism.

Term Renewal (every 5 years): \$500.00

1. Beginning five (5) years after the date of the original signed contract and every five (5) years thereafter.

OTHER COSTS TO CONSIDER NOT INCLUDED IN INITIAL FEE: (Estimated at \$5,000-\$7,500)

**Fees vary based on location and/or services donated by local community members. The below items are estimates and not a guarantee of cost. These are typically paid to local vendors by the provider or donor.*

1. Delivery: Minimum \$500.00. Cost based on location and transportation from Indiana. You can pick the device up at our Woodburn IN manufacturing facility to waive the delivery charge. (Must be pre-scheduled)
2. Installation: Labor and materials~\$2,000-\$3,500 (Location may be able to get this donated)
3. Electrical and Alarm: hook up to internal alarm system (Internal alarm must go to 911 dispatch for use with the baby box) ~\$1,200
4. Annual Alarm Service: Annual fee for monitoring~\$300 annually paid by location to Alarm Company
5. Permits or other requirements prior to construction. (varies)

RESOLUTION NO. 1515-2025

A RESOLUTION AUTHORIZING AN AMENDMENT TO AN INTERGOVERNMENTAL SERVICE AGREEMENT WITH THE BALDWIN COUNTY COMMISSION FOR ASSISTANCE WITH FUNDING FOR A TRANSPORTATION ALTERNATIVES PROGRAM PROJECT FOR THE CONSTRUCTION OF MULTI-USE SIDEWALK IMPROVEMENTS ALONG JIMMY FAULKNER DRIVE FROM DUNLIN AVENUE TO SPANISH FORT MIDDLE SCHOOL

WHEREAS, the City of Spanish Fort has been awarded grant funds from the Transportation Alternatives Program (TAP) funding assistance from the State of Alabama Department of Transportation for the purpose of undertaking a project to construct multi-use sidewalk improvements along the west side of Jimmy Faulkner Drive from a tie in with an existing sidewalk on Dunlin Avenue, and running north along the west side of Jimmy Faulkner Drive for approximately 5600 linear feet and ending at Spanish Fort Middle School in Spanish Fort, Alabama (“the Project”); and

WHEREAS, a portion of the property over which the improvements are to be constructed lies within the jurisdiction of Baldwin County and is maintained by Baldwin County; and

WHEREAS, Baldwin County, Alabama, acting by and through the Baldwin County Commission agreed to commit funding in the amount of \$93,682.00 to assist with the City’s portion of construction costs for the Project; and

WHEREAS, the City and County entered into an Intergovernmental Services Agreement for a term of 36 months, with an effective date of June 7, 2022; and

WHEREAS, additional time is needed to complete the project; and

WHEREAS, the City and County desire to amend the Intergovernmental Services Agreement and extend the term of the same by twelve (12) months.

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 enter into an amendment of the Intergovernmental Service Agreement entered into with the Baldwin County Commission for assistance with funding for a Transportation Alternatives Program Project for the purpose of constructing multi-use sidewalk improvements along Jimmy Faulkner Drive from Dunlin Avenue to Spanish Fort Middle School. A copy of the agreement is 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 _____, 2025.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines
City Clerk

Exhibit 1

INTERGOVERNMENTAL SERVICE AGREEMENT

This Intergovernmental Service Agreement ("Agreement") is entered into by and between the Baldwin County Commission (hereinafter "County") and the City of Spanish Fort, Alabama (hereinafter "City"), as follows:

RECITALS

Whereas, County is the duly formed governing body in and for Baldwin County, Alabama, and City is an incorporated municipality of the State of Alabama; and

Whereas, County and City are authorized under Alabama law to control, manage, supervise, regulate, repair, maintain and improve (hereinafter collectively "control") certain public roads inside their respective jurisdictions; and

Whereas, the City has been approved by the Alabama Department of Transportation for a Transportation Alternatives Program Project (TAP) sidewalk project along Jimmy Faulkner Dr. from Dunlin Avenue to Spanish Fort Middle School; and

Whereas, County and City acknowledge and agree County maintains Jimmy Faulkner Dr. beginning 250 +/- feet north of Tanager Ln and continues north for 2,660 +/- feet; and

Whereas, County and City acknowledge and agree City maintains Jimmy Faulkner Dr. within the project limits except for the portion maintained by the County listed above; and

Whereas, County and City acknowledge and agree that the Jimmy Faulkner Dr., as identified and depicted on *Exhibit A* hereto, are situated inside current County maintained right-of-way, or are inside the present incorporated municipal limits of City which City is responsible for and over which City exercises control; and

Whereas, the City has requested that the County assist the City in its efforts to fund the matching Construction and Construction Engineering & Inspection (CE&I) costs for the sidewalk project only located along Jimmy Faulkner Dr. from Dunlin Avenue to Spanish Fort Middle School; and

Whereas, the County agrees to commit funds in the amount of \$93,682 to the City the Sidewalk project located along Jimmy Faulkner Dr from Dunlin Avenue to Spanish Fort Middle School; and

Whereas, the City shall be responsible for any overruns on the project; and

Whereas, the City shall be responsible for all phases of construction of the project only, and the County shall only be responsible for the funds mentioned above; and

Whereas, County and City now wish to enter into this Agreement to construct a sidewalk on Jimmy Faulkner Dr. from Dunlin Avenue to Spanish Fort Middle School which is inside the County's and City's jurisdictions as described.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the sufficiency of which being hereby acknowledged, County and City do hereby agree as follows:

1. **Recitals:** The recitals set out above are incorporated into this Agreement, as though the same were set out in full in this paragraph.
2. **Purpose:** The parties acknowledge and agree that the purpose of this Agreement is to provide for sidewalk construction on the above listed public right-of-way.
3. **City Remains Owner of Right-of-Way:** The City, at all times, including during the effective term of this Agreement and beyond, shall retain exclusive responsibility for and control over the road portions within the City Limits as specifically identified and depicted on *Exhibit A* hereto. The County shall obtain no rights, responsibilities or control over the road portions as a result of this Agreement or the duties and/or obligations contained anywhere herein either during or following the effective term of this Agreement. Nothing contained herein shall be construed to require or result in the County assuming responsibility for any public streets inside the Spanish Fort City Limits. The County shall remain solely responsible for all portions of the right-of-way maintained by the County as identified and depicted in Exhibit A hereto and shall be responsible for maintenance of the sidewalk constructed within the County maintained right-of-way identified and depicted on Exhibit A.
4. **No Joint Ownership of Property:** The parties acknowledge and agree that they will not jointly acquire, own or otherwise come into joint or common possession of any property as a result of or in relation to this Agreement.
5. **Inapplicability to Roads Not Expressly Identified:** The parties acknowledge and agree that this Agreement does not address or affect, and that the parties do not intend by this Agreement to address or affect, the responsibility for or control of any road or road portion not expressly identified and depicted herein.
6. **Financing and Budgeting:** Each party shall be responsible for financing the obligations undertaken by that party hereunder, and shall not be responsible for financing, or in any other manner contributing to, the costs or expenses of the obligations undertaken by the other party unless expressly identified herein.
7. **Approval and Effective Date:** This Agreement shall become effective upon the date of full execution by both parties ("Effective Date").
8. **Term:** The term of this Agreement shall be for thirty-six (36) months from its Effective Date. This document may be amended only upon written approval by the Parties hereto, and any such amendment shall be approved by the same method by which this original Agreement has been approved by the Parties.
9. **Services to be Performed by County:**
 - A. Assist the City by providing funding in the amount of \$93,682 for a sidewalk project located along Jimmy Faulkner Dr. from Dunlin Avenue to Spanish Fort Middle School.
 - B. Promptly remit payment within 30 days of the receipt of invoice.
10. **Services to be Performed by City (the Project):**
 - A. Comply with all necessary local, State and Federal rules, regulations and laws applicable to the Project and this Agreement.

- B. Construct the improvements in accordance with the Alabama Department of Transportation construction standards.
 - C. Furnish and/or acquire all necessary property rights, including without limitation any necessary access and ownership rights, for access to the right-of-way without cost or liability to the County.
 - D. Adjust and/or relocate all utilities for the project without cost to the County, if applicable.
 - E. Remit invoice to the County for \$93,682 within 30 days of project completion; and
11. **Termination and Notice:** Notwithstanding the foregoing, either party may terminate this Agreement, with or without cause, upon written notice to the other party. A party's said notice shall be deemed effective, and the Agreement deemed terminated thirty (30) days after the date such notice is mailed by certified mail to the other party. All notices provided for herein shall be sent as follows:

To City: City of Spanish Fort
7361 Spanish Fort Boulevard
Spanish Fort, Alabama 36527

To County: Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

12. **Indemnity:** To the fullest extent allowed by law, City shall defend, indemnify and hold County harmless from and against any and all demands, actions and claims of any description whatsoever, for property damage, personal injury (including death), breach of contract, actions in trespass and any and all other claimed losses, injuries or damages of any kind, including, without limitation, attorneys' fees and costs, arising out of, relating to, or resulting from, any and all acts or omissions of the City in relation to the obligations hereunder, including without limitation, the execution and delivery of the Agreement, the City's obligations in Section 10 of this Agreement (including, without limitation, the acquisition of any real property interests related to the Project), and the conception, funding, financing, planning and design of this Project.

All guarantees, duties, representations, assurances, without limitation, contained within this Agreement shall survive and exist beyond the date of termination or expiration of this Agreement, and time, or the lapse thereof, shall not be used for or argued as a defense for the City against the same.

Nothing contained herein shall be construed to limit or modify the laws of Alabama as the same may apply to the County or City or in any way diminish any immunity, absolute or qualified, to which the County and City are otherwise entitled by law.

13. **Entire Agreement:** This Agreement represents the entire and integrated agreement between County and City and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the parties.
14. **Both Parties Contributed Equally to the Agreement.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact

that it may have been prepared by counsel for one of the parties, it being recognized that both County and City have contributed substantially and materially to the preparation of this Agreement.

15. **Failure to Strictly Enforce Performance:** The failure of either party to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Agreement shall not constitute a default or be construed as a waiver or relinquishment of the right of a party to thereafter enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.
16. **Assignment:** Neither this Agreement nor any interest herein shall be assigned, transferred or otherwise encumbered without a prior written agreement providing for such assignment, transfer or other encumbrance signed by the parties.
17. **Choice of Law:** The parties acknowledge and agree that this Agreement shall in all respects be governed by the laws of the state of Alabama, including, without limitation, all issues relating to capacity, formation, interpretation and available remedies, without regard to Alabama conflict of law principles.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of full execution below.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

COUNTY:
BALDWIN COUNTY

_____/_____
JAMES E. BALL / DATE
CHAIRMAN

ATTEST:

_____/_____
WAYNE DYESS / DATE
COUNTY ADMINISTRATOR

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that JAMES E. BALL, and WAYNE DYESS, whose names as Chairman and County Administrator of the Baldwin County Commission, respectively, are signed to the foregoing instrument and who are known to me, acknowledged before me on this date that, being informed of the contents of said instrument, they executed the same voluntarily with full authority to do so for and as an act of the Baldwin County Commission.

Given under my hand and official seal this the _____ day of _____, 2021.

Notary Public

My Commission Expires: _____

CITY:
THE CITY OF SPANISH FORT

_____/_____
MAYOR MICHAEL M. MCMILLAN /Date

ATTEST:

_____/_____
REBECCA A. GAINES /Date
CITY CLERK

STATE OF ALABAMA
COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that MICHAEL M. MCMILLAN, and REBECCA A. GAINES, whose names as Mayor and City Clerk of CITY OF SPANISH FORT respectively, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they executed the same voluntarily with full authority to do so for and as an act of the City of Spanish Fort, Alabama.

Given under my hand and official seal this the _____ day of _____, 2021.

Notary Public

My Commission Expires: _____