

**TOWN OF PERDIDO BEACH
Council Meeting Minutes
October 12, 2015-6:00 pm**

The Town Council of the Town of Perdido Beach met in Regular Session on Monday, October 12, 2015 at 6:00 pm at the Town Hall with Mayor Patsy Parker presiding. Mayor Parker called the Meeting to order at 6:16 pm.

Members Present: Council Members: Andy Holk, Gary Fishbein, Sean Hickey, Priscilla Condon, Ellen Leslie and Mayor Patsy Parker.

Members Absent: None

Others Present: Marcus McDowell-Town Attorney, Mrs. Lynn Thompson- Town Clerk and Members of the Town.

Pledge of Allegiance: Chief Ken Wright-Perdido Beach Volunteer Fire Department

Public Comments:

Mr. Tom Cunningham commented on prioritizing the Council agenda.
Mrs. Cheryl Jensen commented on division in the Town.
Mrs. Christi Koehle commented on division in the Town.
Mr. John McCall commented on safety issues on Escambia Avenue.

ITEM: Approve:

Special Workshop Minutes:	September 10, 2015
Council Workshop and Council Meeting Minutes	September 15, 2015
Special Workshop Minutes	October 6, 2015

Motion by Council Member Hickey, seconded by Council Member Condon to approve all 3 sets of minutes.

No Discussion:

All in favor-none opposed the motion carried to approve the minutes as presented.

ITEM: Approve September 2015 Financial Report:

Motion by Council Member Condon, seconded by Council Member Leslie to approve the September Financial Report.

No Discussion:

Roll Call Vote:
"ABSTAIN"

"YES"

"NO"

Council Member Holk
Council Member Fishbein
Council Member Hickey
Council Member Condon
Council Member Leslie

Mayor Patsy Parker
All in favor – Financial Report approved as presented.

Presentations: Chief Ken Wright-Perdido Beach Volunteer Fire Department (PBVFD) made a presentation on Hazardous Materials Mitigation.

ITEM: ORDINANCE 2015-03 AMENDING ORDINANCE 2012-13 ADOPTING COUNCIL MEETING ORDER OF PROCEDURES.

Motion by Council Member Condon, seconded by Council Member Hickey for immediate consideration.

“YES”

Roll Call Vote:
“ABSTAIN”

“NO”

Council Member Holk
Council Member Fishbein
Council Member Hickey
Council Member Condon
Council Member Leslie
Mayor Patsy Parker

All in favor-Motion carried unanimously for immediate consideration

Motion by Council Member Condon, seconded by Council Member Leslie to waive the reading.

All in favor-motion carried to waive the reading.

Motion by Council Member Condon, seconded by Council Member Leslie to adopt Ordinance 2015-03 **AMENDING ORDINANCE 2012-13 ADOPTING COUNCIL MEETING ORDER OF PROCEDURES**

**Discussion: Section 2. Amended
Section 8. Removed**

Section 2. Workshop meetings of the council shall be held on the **second Monday** of each month, unless prescheduled and announced otherwise. Regular meetings of the council shall be held on the **second Monday** of each month, immediately following the workshop meeting, unless prescheduled and announced otherwise.

Pursuant to Section 11-45-6, Code of Alabama, 1975, **Section 2 of the Town of Perdido Beach ORDINANCE 2012-13 ADOPTING COUNCIL MEETING PROCEDURES** referenced above is hereby **AMENDED** and **Section 8**, as follows is removed.

Section 8. The public shall not be allowed to address the council while in session without the permission of the presiding officer. Public participation will be limited to a maximum of 3 persons pro and 3 persons con per subject discussed at the meeting, and 5 minutes per person. The

presiding officer, at his or her discretion, can allow changes to these limitations. No member of the public may speak after a motion and second has been made.

Roll Call Vote:
"ABSTAIN"

"YES"

"NO"

Council Member Holk
Council Member Fishbein
Council Member Hickey
Council Member Condon
Council Member Leslie
Mayor Patsy Parker

All in favor-motion carried unanimously to adopt Ordinance 2015-03

ITEM: Resolution 2015- Resolution 2015-_____ Adopting 2015-2016 Annual Town Budget (First Reading)

Motion by Council Member Leslie, seconded by Mayor Parker for immediate consideration.

Roll Call Vote:
"ABSTAIN"

"YES"

"NO"

Council Member Fishbein
Council Member Condon
Mayor Patsy Parker

Council Member Holk
Council Member Hickey
Council Member Leslie

3 Council Members voting "Aye" and 3 Council Members voting "Nay" motion for Immediate consideration failed for lack of a unanimous vote.

ITEM: Resolution 2015-16 Accepting Sub-award #PB-CZM-306-16-1 Between Alabama Department of Conservation, Natural Resources (ADCNR) and the Town of Perdido Beach to Develop a Stormwater Management Plan

Motion by Council Member Hickey, seconded by Council Member Condon for Immediate consideration.

Roll Call Vote:
"ABSTAIN"

"YES"

"NO"

Council Member Holk
Council Member Fishbein
Council Member Hickey
Council Member Condon
Council Member Leslie

Mayor Patsy Parker

All in favor-motion carried unanimously for immediate consideration.

Mayor Parker read aloud Resolution 2015-16.

Motion by Council Member Condon, seconded by Council Member Hickey to adopt Resolution 2015-16

"YES"

Roll Call Vote:

"ABSTAIN"

"NO"

Council Member Holk
Council Member Fishbein
Council Member Hickey
Council Member Condon
Council Member Leslie
Mayor Patsy Parker

All in favor-motion carried unanimously to adopt Resolution 2015-16.

Motions/Request from Council:

Council Member Fishbein stated that he would like to see the Baldwin County Sheriff's Department monthly crime report for the Town of Perdido Beach. Mayor Parker asked him if he would like to contact the Sheriff's Department. Council Member Fishbein agreed to contact the sheriff's department regarding the crime report.

Committee Recommendations:

- Council Member Hickey stated that he had asked Mrs. Kim Hargrove if she would like to join the Public Works Committee. Mayor Parker made the appointment and thanked Mrs. Hargrove for her service to the Town.

Council/Legal/Staff Comments: **None**

Other Business: **None**

ITEM: **Motion to "add" Executive Session to the Council Agenda**

Motion by Council Member Condon, seconded by Council Member Hickey calling for adding "Move Into Executive Session" to Council agenda.

No Discussion:

"YES"

Roll Call Vote:

"ABSTAIN"

"NO"

Council Member Holk
Council Member Fishbein
Council Member Hickey

Council Member Condon
Council Member Leslie
Mayor Patsy Parker

All in favor-motion carried unanimously.

ITEM: Motion to move into Executive Session

Motion by Council Member Leslie, seconded by Council Member Hickey to move into Executive Session and to reconvene for adjournment following the conclusion of the Executive Session.

Roll Call Vote:
"ABSTAIN"

"YES"

Council Member Holk
Council Member Fishbein
Council Member Hickey
Council Member Condon
Council Member Leslie
Mayor Patsy Parker

"NO"

All in favor, motion carried unanimously.

The Council meeting reconvened and being no further business the meeting adjourned at 7:06 pm.



Patsy W. Parker, Mayor

ATTEST:



Lynn Thompson, Town Clerk

PM
10/08/15

Special Revenue Reconciliation Detail

1200 - 4 & 5 Cent Gas Tax, Period Ending 09/30/2015

Type	Date	Num	Name	Cir	Amount	Balance
Beginning Balance						8,630.39
Cleared Transactions						
Deposits and Credits - 2 items						
Deposit	09/10/2015			X	133.18	133.18
Deposit	09/30/2015			X	0.72	133.90
Total Deposits and Credits					133.90	133.90
Total Cleared Transactions					133.90	133.90
Cleared Balance					133.90	8,764.29
Register Balance as of 09/30/2015					133.90	8,764.29
Ending Balance					133.90	8,764.29

3:01 PM

10/08/15

**Special Revenue
Reconciliation Detail**
1300 - 7 Cent Gas Tax, Period Ending 09/30/2015

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						9,237.72
Cleared Transactions						
Deposits and Credits - 2 items						
Deposit	09/10/2015			X	153.85	153.85
Deposit	09/30/2015			X	0.77	154.62
Total Deposits and Credits					154.62	154.62
Total Cleared Transactions					154.62	154.62
Cleared Balance					154.62	9,392.34
Register Balance as of 09/30/2015					154.62	9,392.34
Ending Balance					154.62	9,392.34

2:37 PM

10/08/15

Town of Perdido Beach-Capital Improvement Fund
Reconciliation Detail
Capital Improvement -Centennial, Period Ending 09/30/2015

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						36,297.35
Cleared Transactions						
Deposits and Credits - 1 item						
Deposit	09/30/2015			X	2.98	2.98
Total Deposits and Credits					2.98	2.98
Total Cleared Transactions					2.98	2.98
Cleared Balance					2.98	36,300.33
Register Balance as of 09/30/2015					2.98	36,300.33
Ending Balance					2.98	36,300.33

3:16 PM

10/08/15

Town of Perdido Beach Oil Acct
Reconciliation Detail
Centennial Bank-SPECIAL ACCOUNT, Period Ending 09/30/2015

Type	Date	Num	Name	Cir	Amount	Balance
Beginning Balance						102,982.26
Cleared Transactions						
Deposits and Credits - 1 item						
Deposit	09/30/2015			X	12.70	12.70
Total Deposits and Credits					12.70	12.70
Total Cleared Transactions					12.70	12.70
Cleared Balance					12.70	102,994.96
Register Balance as of 09/30/2015					12.70	102,994.96
Ending Balance					12.70	102,994.96

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10/08/15

Town of Perdido Beach Money Market
Reconciliation Detail
Centennial Bank, Period Ending 09/30/2015

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						813,317.08
Cleared Transactions						
Deposits and Credits - 1 item						
Deposit	09/30/2015			X	100.27	100.27
Total Deposits and Credits					100.27	100.27
Total Cleared Transactions					100.27	100.27
Cleared Balance					100.27	813,417.35
Register Balance as of 09/30/2015					100.27	813,417.35
Ending Balance					100.27	813,417.35

3:05 PM

10/08/15

Accrual Basis

Town of Perdido Beach
Checking and Deposit Detail
As of September 30, 2015

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
ASSETS								202,633.75
Current Assets								169,633.75
Checking/Savings								169,633.75
1000 - Capital Improvement Fund								0.00
Total 1000 - Capital Improvement Fund								0.00
1200 - General Fund - Centennial								169,633.75
Check	09/01/2015	2330	Office Depot	chair pads	X	5020 - Offices ...	-109.10	169,524.65
Check	09/01/2015	2331	Office Depot	ink for FAX m...	X	5020 - Offices ...	-23.47	169,501.18
Check	09/01/2015	2332	Office Depot	charger for ca...	X	5020 - Offices ...	-24.99	169,476.19
Check	09/01/2015	2333	Riviera Utilities	Storage bldg	X	5045 - Electric ...	-20.45	169,455.74
Check	09/01/2015	2334	Riviera Utilities	Town Hall	X	5045 - Electric ...	-181.64	169,274.10
Check	09/01/2015	2335	ALABAMA LEAGUE...	Annual Dues	X	5085 - Training...	-468.11	168,805.99
Check	09/01/2015	2336	All Season's Lawn S...	5th mowing of 6	X	5360 - PUBLIC...	-1,500.00	167,305.99
Paycheck	09/04/2015	2337	Lynn Thompson		X	-SPLIT-	-426.35	166,879.64
Deposit	09/04/2015			Deposit	X	-SPLIT-	97.00	166,976.64
Deposit	09/10/2015			Deposit	X	-SPLIT-	46.50	167,023.14
Paycheck	09/11/2015	2339	Lynn Thompson		X	-SPLIT-	-437.74	166,585.40
Check	09/15/2015	2340	Marcus McDowell-T...	September re...	X	5005 - Attorne...	-1,000.00	165,585.40
Deposit	09/16/2015			Deposit	X	4900 - FRANC...	48,803.47	214,388.87
Paycheck	09/18/2015	2341	Lynn Thompson		X	-SPLIT-	-437.74	213,951.13
Deposit	09/18/2015			Deposit	X	-SPLIT-	1,977.22	215,928.35
Check	09/18/2015	2344	Park National Bank	Bottled Water	X	5095 - Misc.	-10.00	215,918.35
Deposit	09/18/2015			Deposit	X	4550 - Busines...	123.75	216,042.10
Check	09/21/2015	2342	SARPC	AL 4176-DR	X	5600 - Grant (...)	-549.45	215,492.65
Check	09/21/2015	2343	Park National Bank	Turkey Fry-W...	X	5601 - Grant (...)	-537.16	214,955.49
Check	09/21/2015	2345	Office Depot	Binders	X	5020 - Offices ...	-47.94	214,907.55
Check	09/21/2015	2346	Office Depot	divider tabs	X	5020 - Offices ...	-23.34	214,884.21
Check	09/22/2015	2338	US Postal Service	certified mail	X	5025 - US Post...	-49.00	214,835.21
Deposit	09/24/2015			Deposit	X	4520 - Sales T...	59.60	214,894.81
Check	09/25/2015	draft	AC Deluxe Business...	cost of checks	X	5011 - Interest/...	-117.64	214,777.17
Deposit	09/25/2015			Deposit	X	4520 - Sales T...	177.08	214,954.25
Paycheck	09/25/2015	2347	Lynn Thompson		X	-SPLIT-	-426.35	214,527.90
Check	09/30/2015	2348	1 Man & A Tractor	Sept Lawn Mtc		5340 - BUILDI...	-230.00	214,297.90
Deposit	09/30/2015			Interest	X	4200 - Interest ...	15.11	214,313.01
Total 1200 - General Fund - Centennial							44,679.26	214,313.01
Total Checking/Savings							44,679.26	214,313.01
Accounts Receivable								0.00
11000 - Accounts Receivable								0.00
Total 11000 - Accounts Receivable								0.00
Total Accounts Receivable								0.00
Other Current Assets								0.00
12000 - Undeposited Funds								0.00
Total 12000 - Undeposited Funds								0.00



8450 Escambia Ave
Perdido Beach, AL 36530
251-961-7116
Fax: 251-961-1002
kwpbfire@gulftel.com

October 12, 2015

Like most other volunteer fire departments, Perdido Beach VFD's response to a Hazardous Materials incident would be limited.

Our training is limited to HAZMAT Operations and Awareness. This allows us to respond, assess and contain a small spill of materials such as gasoline, diesel fuel, hydraulic fluid, oil and anti-freeze. We are able to do clean ups from an incident such as a MVA.

We do carry items such as absorbent pads and smaller absorbent boom on our service truck as well as oil absorbent material on our engines. We would be able to attempt to contain a larger spill of the above liquids until a more trained and equipped fire department or agency got on scene. We would call Foley Fire or Orange Beach Fire first then once EMA is on scene if it was something larger Saraland Fire Department may be called. Once the HAZMAT Team got on scene our personnel would assist in the Cold Zone.

We also carry enough Alcohol Resistant Foam on our Engines and on the boat to lay a blanket of foam on a good size spill. We have approximately 200 gallons of foam in storage as well and also still have the absorbent boom we received from the town.

In the event of a spill on the water or that ran off into the water, EMA, Marine Police and US Coast Guard would be notified.

Determination of mutual aid response would be up to the Incident Commander following our department SOGs.



ORDINANCE 2015-03 AMENDING ORDINANCE 2012-13 ADOPTING COUNCIL MEETING ORDER OF PROCEDURES

BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF PERDIDO BEACH, ALABAMA, that ORDINANCE 2012-13 is amended as follows:

Section 2. Workshop meetings of the council shall be held on the **second Monday** of each month, unless prescheduled and announced otherwise. Regular meetings of the council shall be held on the **second Monday** of each month, immediately following the workshop meeting, unless prescheduled and announced otherwise.

Pursuant to Section 11-45-6, Code of Alabama, 1975, **Section 2 of the Town of Perdido Beach ORDINANCE 2012-13 ADOPTING COUNCIL MEETING PROCEDURES** referenced above is hereby **AMENDED** and **Section 8**, as follows,

Section 8. The public shall not be allowed to address the council while in session without the permission of the presiding officer. Public participation will be limited to a maximum of 3 persons pro and 3 persons con per subject discussed at the meeting, and 5 minutes per person. The presiding officer, at his or her discretion, can allow changes to these limitations. No member of the public may speak after a motion and second has been made.

has been OMITTED and Ordinance 2015-03 is hereby adopted by the Town Council on this **12th day of October, 2015** in regular session assembled and under the Seal of the Town of Perdido Beach, Alabama.

Patsy W. Parker
Patsy W. Parker, Mayor

ATTEST:

Lynn Thompson
Lynn Thompson, Town Clerk

TOWN OF PERDIDO BEACH Certificate of Publication. This is to certify that Ordinance Number 2015-03 Town of Perdido Beach, Alabama was published by posting on at least three (3) Bulletin Boards in the Town from **October 12, 2015** to **November 12, 2015**.

Town Hall, Perdido Beach VFD, Perdido Beach Baptist Church and St. Andrews By the Sea Church

Lynn Thompson
Lynn Thompson, Town Clerk



Town of Perdido Beach

**RESOLUTION 2015-16 AUTHORIZING THE MAYOR TO SIGN AND SUBMIT
ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
GRANT AGREEMENT #PB-CZM-306-16-1 AWARDED TO COMPLETE A
STORMWATER MANAGEMENT PLAN FOR THE TOWN OF PERDIDO BEACH**

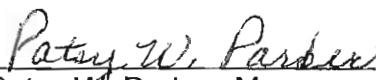
WHEREAS, in March 2015, the council voted unanimously to submit a grant application to Alabama Department of Conservation and Natural Resources Grant Agreement #PB-CZM-306-16-1 to complete a storm water management plan for the Town of Perdido Beach.

WHEREAS, on October 6, 2015, the Town received a grant agreement and instructions from Amy King, Natural Resources Planner (ADCNR) State Lands Division, Coastal Section with information as follows:


- (1) Sub award #PB-CZM-306-16-1 is between the Town of Perdido Beach and ADCNR in the federal amount of \$50,000. The Town of Perdido Beach will be responsible for a cash or in-kind match of \$50,000.
- (2) The performance period is October 1, 2015 to September 30, 2016.
- (3) The award is to develop a storm water management plan for the Town.
- (4) Three copies of the award with original signatures to be sent to Amy King, Natural Resources Planner, ADCNR State Lands Division, Coastal Section.
- (5) Phillip Hinesley, ADCNR, will be the contact for the award.

NOW, THEREFORE BE IT RESOLVED by the Town Council of the Town of Perdido Beach that Mayor Parker is hereby authorized to sign and submit Grant Award #PB-CZM-306-16-1.

ADOPTED this **12th day of October, 2015** by the Town Council in regular session assembled and under the Seal of the Town of Perdido Beach, Alabama.


Patsy W. Parker, Mayor

ATTEST:


Lynn Thompson, Town Clerk

Grant

This Grant is effective as of October 1, 2015, by and between the Alabama Department of Conservation and Natural Resources, State Lands Division, hereinafter referred to as "Lands," and the Town of Perdido Beach, hereinafter referred to as the "Grantee." The agreement consists of five (5) typewritten pages and three (3) attachments, as described in Section II.

I. GENERAL PROVISIONS

A. PURPOSE:

The purpose of this Grant is to implement the provisions of Section 306 of the Coastal Zone Management Act of 1972, as amended.

B. SCOPE OF SERVICES:

The Scope of Services is provided and is set out in Attachment A, which is hereby made a part of this agreement.

C. PROGRAM TITLE & FUNDING:

1. The Coastal Zone Management Program under which this agreement is made is financed in part with funds under provisions of the National Oceanic and Atmospheric Administration (NOAA) for the fiscal year 2016, CFDA# 11.419. The commitment of Lands under this agreement shall be within the budgetary limits as may be described herein for the purposes of the above-described program and shall not exceed a total of fifty thousand and no/100 Dollars (\$50000.00) for full and complete satisfactory performance of the Scope of Services in Attachment A.

2. The Grantee shall provide a contribution in the amount of fifty thousand and no/100 Dollars (\$50000.00) either cash or in-kind services in the performance of the items identified in the Scope of Services.

3. Lands shall make payment under this Grant in accordance with the following method, such payment to be made upon presentation of a payment requisition(s) by the Grantee. All expenditures shall be made in accordance with the Scope of Services. The payment requisition shall document the cash or in-kind match and include a narrative description of activities conducted during the period indicated on the requisition.

4. The Grantee may invoice monthly, quarterly or at its convenience as long as all invoices are cleared within thirty (30) days of the close of any fiscal year (September 30) and final invoices are cleared within thirty (30) days of the close of the agreement and appropriate backup data is maintained on file at the Grantee's place of business.

D. SUBGrant:

No SubGrant shall be awarded without prior written consent from Lands unless otherwise stipulated in the Scope of Services.

E. SPECIAL AWARD CONDITIONS:

The Grantee shall comply with all applicable Special Award Conditions pertaining to this FY2016 agreement as set forth by NOAA and by Lands in Attachment B.

F. DURATION:

The Grantee shall commence performance of this agreement on October 1, 2015, and shall complete performance to the satisfaction of Lands no later than September 30, 2016.

G. CONTINGENCY CLAUSE:

It is expressly understood and mutually agreed that any commitment of funds herein shall be contingent upon the receipt and availability by Lands of funds under the program to which this agreement relates.

H. ASSURANCES:

The Grantee, by his/her/its signature, certifies compliance with the following assurances.

1. DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS:

The Grantee and its principals, to the best of its knowledge and belief,

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) have not within a three-year period preceding this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. ACCESS TO RECORDS:

(a) The head of the federal grantor agency, Comptroller General of the United States, Director of Lands or any of their duly authorized representatives shall have access to any pertinent books, documents, papers, records of the Grantee and its agents to make audits, financial reviews, examinations, excerpts and transcripts.

(b) The Grantee shall maintain such records and accounts, including property, personnel and financial records, as are deemed necessary by Lands to assure a proper accounting for all project funds. These records will be made available for audit purposes to the State, Comptroller General of the United States or any authorized representative and will be retained for three (3) years after expiration of this Grant unless permission to destroy them is granted by Lands.

3. AUDITS:

(a) The Grantee will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

(b) Pursuant to Alabama Act 94-414, the Grantee must forward a copy of every audit report issued as a result of this agreement where public funds are received and/or disbursed to: Department of Examiners of Public Accounts; P. O. Box 302251; Montgomery, AL 36130-2251, ATTN.: Audit Report Repository.

4. CONFLICT OF INTEREST:

To the Grantee's best knowledge and belief, no conflicts of interest existed or now exist which have, may have or have had any effect on the Grant award.

5. POLITICAL ACTIVITY:

The Grantee shall comply with the Hatch Act (5 USC 1501 et seq.) regarding political activity by public employees or those paid with federal funds.

6. RIGHTS TO INVENTIONS MADE BY SMALL BUSINESS FIRMS AND NONPROFIT ORGANIZATIONS:

The Grantee shall comply with Public Law 96-620, amended Chapter 18 of Title 35, United States Code, dealing with patent rights in inventions made with Federal funding by nonprofit organizations and small business firms (see Attachment C).

7. NONDISCRIMINATION:

The Grantee shall be and is prohibited from discriminating based on race, color, national origin, religion, sex, age, genetic information, or disability. In addition, the Grantee shall comply with the Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse; the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; the Public Health Service Act of 1912, as amended, relating to confidentiality of alcohol and drug abuse patient records; and Title VIII, Civil Rights Act of 1968, as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made and the requirement of any other nondiscrimination statute(s) which may apply to the application.

8. TREATMENT OF DISPLACED PERSONS:

The Grantee shall comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970 (P.L. 91-646), which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs, regardless of Federal participation in purchases.

9. ENVIRONMENTAL STANDARDS:

The Grantee shall comply with environmental standards which may be prescribed pursuant to the following:

(a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;

(b) notification of violating facilities pursuant to EO 11738;

(c) protection of wetlands pursuant to EO 11990;

(d) evaluation of flood hazards in floodplains in accordance with EO 11988;

(e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);

(f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);

(g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and

(h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

10. FLOOD INSURANCE:

The Grantee shall comply with flood insurance purchase requirements of Section 102(a) of the flood Disaster Protection Act of 1973 (P.L. 93-234) requiring participation in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. NATIONAL WILD & SCENIC RIVER SYSTEM:

The Grantee shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

12. NATIONAL HISTORIC PRESERVATION:

The Grantee shall comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

13. COMPLIANCE WITH FEDERAL AND LOCAL LAWS:

The Grantee shall comply with all applicable laws, ordinances and codes of the federal, state and local governments in the performance of this agreement. The Grantee shall procure all applicable federal, state and local permits and pay all said fees.

14. ALABAMA IMMIGRATION LAW:

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

I. REPORTING AND FINAL PRODUCTS:

1. The Grantee shall submit to Lands periodic reports on programmatic and fiscal operations. These reports shall be submitted in the form and manner determined by Lands. It is expressly agreed that full compliance with programmatic, fiscal and reporting requirements is a condition for the continuation of funds under this agreement. Failure to submit such reports in a timely manner could result in the termination or suspension of funds (see Paragraph N).

2. The Grantee agrees to furnish one (1) electronic copy of performance reports unless otherwise specified in the Scope of Services in Attachment A. These performance reports are due on March 31 and September 30 of each year this agreement is in effect, unless otherwise specified in the Scope of Services in Attachment A. A final report is due at the close of the agreement if the closing date is other than March 31 or September 30. These reports shall include, but not be limited to the following:

- (a) Activities undertaken during the period
- (b) Difficulties encountered
- (c) Changes needed
- (d) Observations and/or recommendations

3. The Grantee agrees to deliver all final products by closing date of this agreement. For publishable products such as data, reports or other documents, the Grantee agrees to deliver one (1) electronic copy in the original format and five (5) paper copies, unless otherwise specified in the Scope of Services in Attachment A. Additionally, data, reports or other documents generated or compiled within the Scope of Services specified herein, shall be provided in the format specified by Lands in Attachment B.

J. AMENDMENTS:

Lands may, from time to time, request amendments to various provisions of this agreement, including any increase or decrease in the amount of funds paid to the Grantee. Such amendments, which are mutually agreed on between Lands and the Grantee, must be incorporated as written amendments to this agreement and approved by all signatory authorities prior to implementation.

K. DISCLAIMER:

1. Lands specifically denies liability for any claim arising out of any act or omission by any person or agency receiving funds from Lands whether by Grant or by any other means.
2. No Grantee or agency performing services under any Grant, agreement or any other understanding, oral or written, other than an actual employee of Lands shall be considered as an agent or employee of the State of Alabama, the Department of Conservation and Natural Resources, or any division. The State of Alabama, the Department of Conservation and Natural Resources, their agents and employees assume no liability to any Grantee, agency or any third party for any damages to property, both real and personal or personal injuries, including death, arising out of or in any way connected with the acts or omissions of any Grantee, agency or any other person.

L. NOT TO CONSTITUTE A DEBT OF THE STATE:

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article XI, Section 213, Constitution of Alabama 1901, as amended by Amendment No. 26. It is further agreed that if any provision of this Grant shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the term of this agreement, be enacted, then that conflicting provision in this Grant shall be deemed null and void. The Grantee's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

It is expressly understood by the parties hereto that under no circumstances shall any commitment under this Grant constitute a debt of the State of Alabama as prohibited by Section 213, Constitution of Alabama 1901, as amended by Amendment No. XXVI.

M. ALABAMA DISPUTE RESOLUTION:

For any and all disputes arising under the terms of this Grant, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative Hearings or, where appropriate, private mediators.

N. TERMINATION OR SUSPENSION:

Lands or the Grantee may terminate this agreement at any time by giving written notice of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date. In the event of termination, all property and finished or unfinished documents, data, studies and reports for Lands shall become its property and the Grantee shall be entitled to compensation of any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the Grantee shall not be relieved of any liability to Lands for damages sustained by it by virtue of any breach of the agreement by the Grantee.

O. SUSPENSION OF PAYMENTS UNDER THIS Grant:

Payments under this agreement may be suspended in the event there is an outstanding audit exception under any program administered by any division of the Department of Conservation and Natural Resources or an amount owing to the federal government under any program administered by any division of the Department of Conservation and Natural Resources that is not resolved in a reasonable and timely manner.

P. PUBLICATIONS:

Any and all publications produced in whole or in part under this Grant shall have prior Lands approval and contain proper acknowledgements as stipulated by Lands in Attachment B.

-End of Section I-

II. SPECIAL AND SPECIFIC PROVISIONS

The parties agree that the following described three (3) attachments, appended hereto and made part of this Grant, shall be considered as binding as any other provisions of this Grant. These attachments are as follows:

<u>Attachment</u>	<u>Date</u>	<u>No. of Pages</u>
A. Scope of Services	October 1, 2015	1
B. Special Award Conditions	October 1, 2015	1
C. Rights to Inventions	July 1, 2014	2

IN WITNESS WHEREOF, Lands and the Grantee have executed this agreement as evidenced by the signatures below:

ALABAMA DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES

Patricia J. Powell
State Lands Division Director

N. Gunter Guy, Jr.
Commissioner

APPROVED LEGAL

FUNDS AVAILABLE
FUND

DCNR Acctg. Director

Town of Perdido Beach

Patsy Parker, Mayor

80-0472714
Federal Identification No.

Witness

Contact Person/Telephone No.

FY2015/2016
(306 – 07, ADCNR)
Scope of Services
Town of Perdido Beach

TITLE: STORMWATER MANAGEMENT PLAN – TOWN OF PERDIDO BEACH

Description

The Alabama Department of Conservation and Natural Resources, State Lands Division, Coastal Section will provide funding to the Town of Perdido Beach to produce a Comprehensive Stormwater Management Plan. The plan is intended to reduce hazards, improve resilience, protect the health of local waterways and enhance partnerships with residents and other agencies in the coastal area.

Products/Outcomes

1. Stormwater Management Plan

The Town will lead this project. Activities included in the proposed Plan are designed to identify drainage problems, identify recommended remedies and identify policies to reduce negative effects of stormwater as the Town develops and grows. Also, the Plan will identify actions to improve communication with residents and other groups and agencies that can assist the Town in addressing stormwater problems. Specific actions include a study of the existing drainage system in the Town that identifies and prioritizes immediate, short term and long term repairs or improvements. The study will show flows developed from existing drainage courses, while including proposed drainage courses with determined drainage basins and sub-basins. Characteristics within each major basin will be described along with the study's findings and suggested improvements to be made. The Plan will include recommendations and model policies based on low impact development methodology that affect community-wide issues related to stormwater management. It will summarize relevant information utilizing narrative, tabular data, and digitized and printed maps.

The Town will contract with a qualified firm to assist in the development of the Plan.

2. Outreach

The Town will hold a minimum of four town hall meetings during the critical phases of development of the plan. Notice of meetings will be posted on the Town's website and the town sign. Residents of out of town property owners will be notified of scheduled Town Hall meetings.

3. Reporting

The Town will adhere to the requirements described under grant clause: I: REPORTING AND FINAL PRODUCTS.

4. Special Award Conditions

The Town will adhere to the Special Award Conditions as listed in Appendix B.

5. Budget and Invoicing

The Town will adhere to the requirements described under grant clause: C: PROGRAM TITLE & FUNDING. All invoices must be received within thirty (30) days of the close of any fiscal year (September 30) and final invoices must be received within thirty (30) days of the close of the agreement.

Category	Federal	Non-Federal (PERDIDO BEACH)	Total
Salary	\$17,500	\$17,500	\$35,000
Fringe Benefits	\$5,000	\$5,000	\$10,000
Supplies	\$2,500	\$2,500	\$5,000
Subcontract	\$25,000	\$25,000	\$50,000
Total	\$50,000	\$50,000	\$100,000

Requests for payment will be mailed to

Phillip Hinesley, Chief, Coastal Section
ADCNR-State Lands Division-Coastal Section
31115 - 5 Rivers Blvd., Spanish Fort, AL 36527
Voice: 251-621-1216 Fax: 251-621-1331

Invoices must provide sufficient details regarding the non-federal match in cash or in-kind services.

Special Award Conditions

**Town of Perdido Beach, Federal I.D. #80-0472714
Grant # PB-CZM-306-16-1**

These conditions are part of the NOAA Special Award Conditions. Please review carefully

1) ACKNOWLEDGEMENTS

The cover of the title page of all reports, studies, or other documents, published or distributed electronically or hardcopy, and acknowledgement pages of websites/webpages, that are supported in whole or in part by this award or any subawards shall acknowledge the financial assistance provided by the Alabama Department of Conservation and Natural Resources, State Lands Division and by the Coastal Zone Management Act of 1972, as amended, administered by the Office of Ocean and Coastal Resource Management, National Oceanic and Atmospheric Administration. Wording for the acknowledgement is as follows:

Funding for this project provided by the Alabama Department of Conservation and Natural Resources, State Lands Division, Coastal Section, in part, by a grant from the National Oceanic and Atmospheric Administration, Office of Ocean and Coastal Resource Management, Award # 15NOS4190159.

2) GEOSPATIAL DATA COLLECTION AND SHARING SPECIAL AWARD CONDITION

Environmental data and information, collected and/or created under this award will be made visible, accessible and independently understandable to users, free of charge or at minimal cost, in a timely manner (typically no later than two (2) years after the data are collected or created), except where limited by law, regulation, policy or by security requirements.

The Data/Information Sharing Plan (and any subsequent revisions or updates) will be made publicly available at time of award and, thereafter, will be posted with the published data.

Environmental data and information produced under this award and which are made public must be accompanied by the following statement: These environmental data and related items of information have not been formally disseminated by NOAA and do not represent and should not be construed to represent any agency determination, view, or policy.

NOAA may at its own discretion, use information from the Data/Information Sharing Plan to produce a formal metadata record and include that metadata in a catalogue to indicate the pending availability of new data.

Failing to share environmental data and information in accordance with the submitted Data/Information Sharing Plan may lead to disallowed costs and be considered by NOAA when making future award decisions.

Current FGDC standards can be found at: <http://www.fgdc.gov/metadata/csdsdm/>. Metadata that conforms to the proposed North American Profile of the ISO (International Organization for Standardization) 19115, which may be adopted by the FGDC, is also acceptable.

3) EQUIPMENT PURCHASES

Requests for purchase of equipment not specified in the Scope of Services must be submitted in writing to Lands and approved by Lands.

4) LOBBYING

Pursuant to the terms and conditions of this award, no funds used for the payment of membership dues to any entity are to be used by that entity to engage in lobbying activities, as provided on OMB Circular No. A-87 and other relevant law and regulation.

5) DOCUMENTATION FORMATS

All final documentation prepared under this award will be submitted electronically in any of the following formats (or earlier versions of the formats): Microsoft Word 2010, Microsoft Excel 2010, Microsoft Access 2010, Microsoft Publisher 2010, Microsoft PowerPoint 2010; Adobe Acrobat 8.0. Exceptions to the document submission protocols and digital formats listed above must be pre-approved by Lands.

OMB Approval No. 0648-0119

*If you require additional guidance in meeting these conditions, please contact
ADCNR Lands Division, Coastal Section
31115 ~ 5 Rivers Blvd., Spanish Fort, AL 36527
Phone: 251-621-1216 FAX: 251-621-1331*

[Code of Federal Regulations]
[Title 37, Volume 1] [Revised as of July 1, 2014]
From the U.S. Government Printing Office
[Cite: 37CFR401.14]

TITLE 37- PATENTS, TRADEMARKS, AND COPYRIGHTS

CHAPTER IV- NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY, DEPARTMENT OF COMMERCE

PART 401- RIGHTS TO INVENTIONS MADE BY NONPROFIT ORGANIZATIONS AND SMALL BUSINESS FIRMS UNDER GOVERNMENT GRANTS, CONTRACTS, AND COOPERATIVE AGREEMENTS

§ 401.14 Standard patent rights clauses.

(a) The following is the standard patent rights clause to be used as specified in § 401.3(a).

Patent Rights (Small Business Firms and Nonprofit Organizations)

(a) Definitions

(1) Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).

(2) Subject invention means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(3) Practical Application means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) Small Business Firm means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) Nonprofit Organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have

practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by Contractor

(1) The contractor will disclose each subject invention to the Federal Agency within two months after the inventor discloses it in writing to contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the contractor.

(2) The Contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within two years of disclosure to the Federal agency. However, in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The contractor will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the agency, be granted.

(d) Conditions When the Government May Obtain Title

The contractor will convey to the Federal agency, upon written request, title to any subject invention—

(1) If the contractor fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the agency may only request title within 60 days after learning of the failure of the contractor to disclose or elect within the specified times.

(2) In those countries in which the contractor fails to file patent applications within the times specified in (c) above; provided, however, that if the contractor has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the Federal agency, the contractor shall continue to retain title in that country.

(3) In any country in which the contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to Contractor and Protection of the Contractor Right to File

(1) The contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the contractor fails to disclose the invention within the times specified in (c), above. The contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the contractor is a party and includes the right to grant sublicenses of the same scope to the extent the contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the Federal agency except when transferred to the successor of that party of the contractor's business to which the invention pertains.

(2) The contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the contractor, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency will furnish the contractor a written notice of its intention to revoke or modify the license, and the contractor will be allowed thirty days (or such other time as may be authorized by the funding Federal agency for good cause shown by the contractor) after the notice to show cause why the license should not be revoked or modified. The contractor has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and agency regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Contractor Action to Protect the Government's Interest

(1) The contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the

contractor each subject invention made under contract in order that the contractor can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The contractor will notify the Federal agency of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the contract) awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts

(1) The contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a small business firm or domestic nonprofit organization. The subcontractor will retain all rights provided for the contractor in this clause, and the contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The contractor will include in all other subcontracts, regardless of tier, for experimental, developmental or research work the patent rights clause required by (cite section of agency implementing regulations or FAR).

(3) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(h) Reporting on Utilization of Subject Inventions

The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the agency may reasonably specify. The contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the agency agrees it will not disclose such information to persons outside the government without permission of the contractor.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States

unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the contractor, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that:

(1) Such action is necessary because the contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the contractor, assignee or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the contractor, assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Contracts with Nonprofit Organizations

If the contractor is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the contractor;

(2) The contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the contractor agrees that the Secretary may review the contractor's licensing program and decisions regarding small business applicants, and the contractor will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the contractor could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

Council Meeting – 10-12-15

Ad Hoc Committee Report

The Ad Hoc Committee met October 1, 2015. Meeting was attended by Ellen Leslie, Steve Love, Glenna Smith and Patsy Parker. Ken Wright was absent.

Discussed were:

- Proposed property purchase on Soldier Creek
 - Letter from adjacent and nearby property owners objecting to the purchase was discussed.
 - Recommendation to the Town Council to purchase the property was rescinded
- Hoover property north of Resmondo Boat Works
 - Message left for Mr. James Hoover to inquire if his property is still for sale.
- Yupon Street Boat Launch
 - Patsy informed the committee that the Town Council has approved the Ad Hoc Recommendation "that a declaratory judgement be sought" with one modification ("investigate" in the place of "sought") by the town attorney.

Public Works Report – 12 Oct 2015

Work in Progress

- WO Issued for edge repairs of roadways including asphalt repairs and dirt delivery and packing along roads. Also Potholes to be filled. **Expected completion week of 19 Oct.**
- Grading. **WO issued to dig out carpets and regrade road**
- FEMA. **Outstanding asphalt work on edges. Expected completion week of 19 Oct.**
- Pine Street - **Rock spreading in progress. Expected completion week of 19 Oct.**
- Pothole developing on Cypress at Escambia. **Repaired by BCSS.**

Pending work:

- Parkway mowing on going.
- Repair / resurface of Escambia – database of roadway problems. **In Budget for 2015 / 2016**

Request from the Public:

- A request was made to lower the speed limit on Anniston St. to 10 MPH.
- A request to spread more rock on Anniston has been received. **FEMA rock may be available.**

Meetings Attended:

- None

Pending Recommendation to the Council:

No New recommendations.

Attachments:



Sean Hickey
Chairman, Public Works