

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into by and between the City of Orange Beach, a Class 8 Alabama municipal corporation (hereinafter the "City") and The University of Alabama, a public corporation and constitutional instrumentality of the State of Alabama, by and through The University of Alabama, Tuscaloosa, Alabama (hereinafter the "University"), as follows:

1. Statement of Work.

By entering into this Agreement, the Contractor agrees to allow its Coastal Resources Director to perform the scope of services as outlined in the Statement of Work attached hereto as Attachment 1.

2. Payment for Work.

The University will pay the Contractor for the Work performed, based on the fee schedule detailed herein. The total fee for services performed under this agreement shall not exceed \$25,000 without the written agreement of the parties.

Payment Rate will be \$60.54 per hour, plus reimbursement of reasonable travel expenses, including food, lodging and mileage at the current rate established by the IRS.

3. Payment Schedule.

Payments will be made to the Contractor on a monthly basis over the course of the Period of Performance and shall be made within (30) days of receipt of invoice or installment date as indicated in paragraph 2 above, unless contested by the University.

4. Period of Performance.

This Agreement shall be effective on April 4, 2023 and shall expire (12) months thereafter, except by written agreement of the parties.

5. Notices.

Any notices required by this Agreement shall be in writing and shall be delivered by hand, facsimile, or by United States mail, postage prepaid to:

The City of Orange Beach
Attn: City Clerk; w/Copy to City Attorney
4099 Orange Beach Boulevard
Post Office Box 458
Orange Beach, Alabama 36561

The Board of Trustees of the University of Alabama
Office of Procurement Services
Contract Management
1500 Flint River Drive
Tuscaloosa, Alabama 35404

6. Entire Agreement.

This Agreement supersedes all prior agreements, written or oral, between Contractor and the University and will constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. The Agreement and each of its provisions will be binding

upon the parties and may not be waived, modified, amended or altered except by a writing signed by the University and the Contractor.

THE CITY OF ORANGE BEACH, A CLASS 8
ALABAMA MUNICIPALITY

By: Tony Kennon, Mayor

Date: _____

ATTEST:

City Clerk

THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF ALABAMA

By: _____

Title: _____

Date: _____

ATTACHMENT 1 - STATEMENT OF WORK

The Contractor's Coastal Resources Director will provide the following consultation and advisory support to the University's Center for Economic Development:

- Technical guidance on trail design, construction, and operation, given environmental and geotechnical assessments.
- Site evaluation and selection.
- Material selection.
- Construction approach.
- Inspection and maintenance.
- Guidance on materials sourcing.
- Guidance on local trail contractors.
- Inspection of trail construction progress and completion.