

Sponsor: Bill Jordan

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, that the attached Addendum to the Memorandum of Understanding between the City of Florence and E-Footprints Partners, LLC ("EFP"), authorizing EFP to explore and apply for additional grants is hereby approved, ratified and confirmed and that the Mayor in his official capacity is hereby authorized to execute any necessary documents to complete said addendum.

ADOPTED this _____ day of _____, 2025.

CITY COUNCIL

APPROVED this _____ day of _____, 2025.

MAYOR

ADOPTED & APPROVED this _____ day of _____, 2025.

CITY CLERK - TREASURER

Sponsor: Bill Jordan

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, as follows:

Section 1. The City of Florence is hereby authorized to apply to Innovate Alabama to provide Wi-Fi Hotspots at McFarland Campgrounds.

Section 2. Andrew Betterton, in his official capacity as Mayor, is hereby authorized to execute any necessary documents to complete said grant application.

ADOPTED this 4TH day of JANUARY, 2024.

[Signature]

Michelle Pope Eubank

[Signature]

[Signature]
CITY COUNCIL

APPROVED this 4TH day of JANUARY, 2024.

[Signature]
MAYOR

ADOPTED & APPROVED this 4TH day of JANUARY, 2024.

Robert M. Seyde
CITY CLERK - TREASURER



Memorandum of Understanding (MOU) Between
City of Florence and
E-Footprints Partners, LLC

The City of Florence desires to engage the services of E-Footprints Partners, LLC (E-Footprints) to help with a grant application process as well as the grant-funded project design and deployment.

The purpose of this MOU is to outline the responsibilities and commitments each party agrees to.

E-Footprints (EF) Responsibilities:

- (EF) will engage with the client to gather the required information to complete the grant application.
- (EF) will obtain a signature on this MOU from the client to ensure (EF) is paid for services rendered.
- (EF) will prepare an initial design of the grant-funded project.
- (EF) will prepare the grant application for the client to submit to Innovate Alabama.
- Upon award notification, (EF) will work with the client to assist them in securing their grant payment.
- (EF) will provide a services agreement for your review and signature, with a summary of project Scope of Services, Timeframe, Budget, and Payment Terms
- (EF) will bill and collect the first 50% payment from the client.
- (EF) will complete a site visit to finalize the design.
- (EF) will schedule and complete the installation of the services contracted for.
- (EF) will bill the client for the remaining payment.
- (EF) will help provide project data and related information Client needs to address reporting requirements of the grant.

Client's Responsibilities:

- Client agrees to engage E-Footprints Partners, LLC as contractor/vendor to complete the grant-funded project.
- Client agrees to sign EF's services agreement
- Client will provide dates and access onsite to complete installation/deployment
- Client is responsible for reporting requirements as part of the Innovate Alabama Funding Agreement (EF will help provide project data and craft reports as needed)
- Client understands this agreement offers no guarantee of gaining membership to Innovate Alabama Network, nor obtaining a grant from Innovate Alabama, nor a specific grant amount from Innovate Alabama.

City of Florence

E-Footprints Partners, LLC



Signature

12/21/23

Date

Signature

Date

Andrew Betterton

Mayor

Printed Name

Innovate Alabama Network Program Application

City of Florence, Alabama

2.2 SECTION 1

Name, position, organization, address, email, and phone number of applicant:

Bill Jordan
Director Florence Parks and Recreation Department
2830 Darby Dr. Florence, AL 35630
bjordan@florenceal.org
256-760-6417

The City of Florence, Alabama is the municipality seeking to join the Innovate Alabama Network.

Biography of the City of Florence

Biography

Situated on the banks of the beautiful Tennessee River, Florence has a rich history. Florence hosts numerous festivals and events throughout the year including the NCAA Division II Championship Football Game. Florence is the site for the Alabama Renaissance Faire, held each October, as well as Arts Alive, Frontier Days Celebration, the Freedom of America Celebration on the Fourth of July, an annual Trail of Tears Celebration, and many others.

A mix of manufacturing, service industries, retail, medical, and financial institutions gives Florence stability and strength. This is a shopping and medical & educational hub for the tri-state area. Florence and the Shoals Area is the sixth largest market in Alabama and offers numerous opportunities for business investment and enhanced quality of life. From world-class bass fishing to the renowned W.C. Handy Music Festival, you will find it all here.

Florence is an outdoor lover's dream. Golfers pick from a variety of public and private courses. The river and its system of lakes offer a variety of recreational activities. Nature lovers and bird watchers find much to enjoy in the area's public parks, camping areas, and walking trails. In the spring, neighborhoods come alive with flowering dogwoods and azaleas, and the downtown areas buzz with activity as restaurants move tables to the sidewalk and enjoy another change of season.

McFarland Park is one of the crown jewels of the Florence Parks and Recreation Department. This park, nestled between the Tennessee River and Downtown Florence, is conveniently located to almost everything Florence has to offer. The park is host to numerous festivals and special events such as the annual Trail of Tears motorcycle ride and the Bassmaster's Fishing Tournament. McFarland Park features: Sixty Campsites - with all amenities. McFarland Park, near the mouth of Cypress Creek, was inhabited by Archaic people as early as 8,000 B.C. Their main food consisted of freshwater mollusks from the river. The mussels and the bicep shape formed by the bend in the river here were the origin of the name "Muscle Shoals." Other historic inhabitants included the Woodland and Copena cultures, the Mississippian Civilization, the Euchees from the Great Lakes areas, the Shawnees from the Ohio River, the Cherokee, the Chickasaws and the Creeks. The Indian Mound Museum is located at a domiciliary mound near the river.

The Kennedy-Douglass Center for the Arts offers exhibits, classes, and juried shows. Theater groups and dance studios perform; museums offer educational programs.

The Florence First Economic Development Program is a program funded by a Community Development Block Grant and provides cost reimbursement grants to small, local businesses to stimulate economic growth in HUD-defined low- moderate-income areas, and to support economic development projects that spur job creation or retention for low to moderate income (LMI) residents located in the City of Florence. Grant proceeds can be used by a business to provide startup costs. Florence First has assisted dozens of disadvantaged, minority-owned and women-owned business enterprises with job creation and retention.

Florence First is designed to revitalize economically depressed communities within the City of Florence through a combination of micro enterprise and small business grants. What began as a COVID-19 Pandemic Relief program has found a permanent home within our Community Development division. This mission is carried out by providing assistance to new and expanding businesses within or locating to the city of Florence including grants, workforce solutions and technical assistance that will encourage investment in the community.

Community Service Partnership with Juvenile Drug Court. The City of Florence Juvenile Drug Court is an accountability Court dedicated to changing the behavior of the individual. The Court offers an innovative way for non-violent juvenile offenders to break out of the vicious cycle of criminal behavior and alcohol/drug abuse through early intervention and intensive treatment. The program was created to help juvenile offenders end their substance abuse, stop criminal behavior, improve family and community relationships and provide them methods for living a healthier and happier drug free lifestyle.

The Joel R. Anderson Center for Innovation and Entrepreneurial Studies on the campus of the University of North Alabama (UNA) is home to a 6,000 square foot student incubator and maker space called The Generator. The goal of The Generator is to assist students who desire to start a business or commercialize their innovations with resources and expertise. The Generator is open to all UNA students interested in starting or growing a business. Services include assisting new student business owners in developing a working business model, establishing their company and progressing to independent operations. Accepted students are given access to co-working space, connection with mentors from faculty and the business community, taught skills to become fiscally responsible, and provided guidance in solving the problems every newly launched venture faces. Students will be exposed to teaching that focuses on building sustainable companies.

Following are three programs sponsored by the City of Florence relevant to the mission and purpose of the Innovate Alabama Network:

Women in Business. The Shoals Chamber "Women in Business" initiative was started in 2017 for the purpose of creating a network of support for women-owned, women-managed, and women working in businesses in the Shoals area of Alabama. The vision is to NETWORK, MENTOR, SUPPORT, and EDUCATE. The goal for each of event associated with the Women in Business initiative is to meet all four tenets of the vision, to encourage one another, and to build new relationships that champion our mantra for The Shoals: "Community over Competition."

Shoals Works. Shoals Works is a collaboration of business, industry, and educators in Colbert and Lauderdale Counties aimed at expanding the local economy, strengthening communication, and providing meaningful opportunities to local students and residents.

EMERGE: Leadership Shoals. The mission of EMERGE is to develop tenacious, capable young professionals who will continue cultivating a region that supports entrepreneurship, business, and education. The vision of the program is to create opportunities to increase exposure of The Shoals comprehensive culture by constructing programming that demonstrates the region's commitment to culture, quality of life, economic development, entrepreneurship, and growth.

The City of Florence acknowledges its understanding of and compliance with the reporting requirements if awarded a designation. The City of Florence has read and understood the program guidelines found on the Innovate Alabama website.

2.3 SECTION 2

The **Innovation Asset Inventory** is attached with our application.

2.4 SECTION 3. NARRATIVE APPLICATION

How the City of Florence's Assets and Programming Advance Innovate Alabama's Areas of Focus

Florence seeks to create a smart-city-ready platform, to grow and thrive in the 21st century, making it an even more attractive place for people seeking an enjoyable, invigorated community with a variety of resources essential to attract new businesses, business professionals, and more skilled workers to the community.

1. How does the applicant's existing or planned programming or assets advance Innovate Alabama's people focus?

People: The Florence First Economic Development Program is a program funded by a Community Development Block Grant and provides cost reimbursement grants to small, local businesses to stimulate economic growth in HUD-defined low- moderate-income areas, and to support economic development projects that spur job creation or retention for low to moderate income (LMI) residents located in the City of Florence. Grant proceeds can be used by a business to provide startup costs. Florence First has assisted dozens of disadvantaged, minority-owned and women-owned business enterprises with job creation and retention. Our Community Service Partnership with Juvenile Drug court helps juvenile offenders end their substance abuse, stop criminal behavior, improve family and community relationships and provide them methods for living a healthier and happier drug free lifestyle.

The City of Florence Needs Public Wi-Fi Access to Strengthen the Community and Its Workforce. The City of Florence's most abundant and precious asset is its people. The implementation of public Wi-Fi access as part of the smart city infrastructure will empower the community, allowing residents and visitors to stay connected and access information easily. This will foster a sense of inclusivity and enable the city to host its many events and festivals and process transactions for vendors more efficiently. The availability of Wi-Fi in public spaces will benefit our low income residents, our businesses in HUD-defined low- moderate-income areas, and encourage community engagement and promote local businesses and events such Alabama Renaissance Faire, Arts Alive, Frontier Days Celebration, the Freedom of America Celebration, our annual Trail of Tears Celebration and more.

2. How does the applicant's existing or planned programming or assets advance Innovate Alabama's place focus?

Place: Economic Development is Essential Here. A mix of manufacturing, service industries, retail, medical, and financial institutions gives Florence stability and strength. This is a shopping and medical & educational hub for the tri-state area. Florence and the Shoals Area is the sixth largest market in Alabama and offers numerous opportunities for business investment, enhanced quality of life, and recreation, health and wellness opportunities. We've already mentioned our Florence First Economic Development Program and the positive impact it brings to disadvantaged businesses and on job creation and retention in our city. A Smart City infrastructure would help lay the groundwork for a more connected, efficient, and forward-looking city. With a dedicated private network, Florence will be better equipped to meet the needs of its residents and attract further development and investment in the future. The many events in our downtown area already attract thousands of tourists hold promise of future growth by way of people and businesses seeking an inviting place to relocate. As tourism ramps up in the future, new families will move in and the city will need to draw small and large businesses here to develop the economy, making Florence a city that continues to attract and retain workers, and where people can thrive.

3. How does the applicant's existing or planned programming or assets advance Innovate Alabama's resources focus?

Resources: As the sixth-largest market in Alabama, Florence has existing programs and assets that greatly benefit its citizens and the surrounding region. The City of Florence is steadfast in its commitment to allocate increased financial and programmatic resources to foster an environment conducive to nurturing new businesses, professional mentoring programs, workforce development, and innovative initiatives aimed at propelling the city forward. The foundational step in cultivating an environment conducive to fostering new businesses and advancing professional and workforce development involves establishing a groundwork for innovation. This groundwork aims to catalyze an upward trend in welcoming new residents and businesses, coinciding with the steady influx of visitors to Florence. Our strategy begins with the establishment of a smart city-ready infrastructure, laying the groundwork for a more interconnected and resilient city that champions innovation. This approach positions Florence as a model for smart development, serving as a pivotal magnet for attracting new businesses within our city limits.

4. How does the applicant leverage its assets and programming to create or contribute a regional innovation ecosystem?

Create or contribute to a regional innovation ecosystem: As a shopping and medical & educational hub for the tri-state area, Florence is already on the path of partnering with neighboring Alabama communities in the region. The City of Florence seeks funding to create a Smart City-ready network, including implementation of Wi-Fi hotspots and smart devices to create the needed infrastructure for eventual installation of IoT and other Smart Applications. Implementing this smart city-ready infrastructure plan will pave the way for a more connected and resilient city that embraces innovation and positions itself as a model for smart development of a small rural community. With this foundation, Florence will take the first steps to be positioned to join along with our neighbor municipalities in forging a regional ecosystem of innovation in community connectivity. Transparency and communication with our neighboring towns and cities can lead to active co-creation and collaboration. In the months and years ahead, teaming up with the private sector or local nonprofits, colleges or universities can help Florence and our neighboring communities to better implement smart city strategies to the benefit of the region as a whole.

2.5 SECTION 4. (EXECUTIVE SUMMARY)

The City of Florence has completed and attached the required Executive Summary to its email submission.

2.6 SECTION 5. (CAPACITY ASSESSMENT)

N/A FOR COMMUNITY APPLICANTS



Applicant Information

Organization Name	City of Florence
Organization Bio	<p>Situated on the banks of the beautiful Tennessee River, Florence has a rich history. Florence hosts numerous festivals and events throughout the year including the NCAA Division II Championship Football Game. Florence is the site for the Alabama Renaissance Faire, held each October, as well as Arts Alive, Frontier Days Celebration, the Freedom of America Celebration on the Fourth of July, an annual Trail of Tears Celebration, and many others.</p> <p>A mix of manufacturing, service industries, retail, medical, and financial institutions gives Florence stability and strength. This is a shopping and medical & educational hub for the tri-state area. Florence and the Shoals Area is the sixth largest market in Alabama and offers numerous opportunities for business investment and enhanced quality of life. From world-class bass fishing to the renowned W.C. Handy Music Festival, you will find it all here.</p> <p>Florence is an outdoor lover's dream. Golfers pick from a variety of public and private courses. The river and its system of lakes offer a variety of recreational activities. Nature lovers and bird watchers find much to enjoy in the area's public parks, camping areas, and walking trails. In the spring, neighborhoods come alive with flowering dogwoods and azaleas, and the downtown areas buzz with activity as restaurants move tables to the sidewalk and enjoy another change of season.</p> <p>McFarland Park is one of the crown jewels of the Florence Parks and Recreation Department. This park, nestled between the Tennessee River and Downtown Florence, is conveniently located to almost everything Florence has to offer. The park is host to numerous festivals and special events such as the annual Trail of Tears motorcycle ride and the Bassmaster's Fishing Tournament. McFarland Park features: Sixty Campsites - with all amenities. McFarland Park, near the mouth of Cypress Creek, was inhabited by Archaic people as early as 8,000 B.C. Their main food consisted of freshwater mollusks from the river. The mussels and the bicep shape formed by the bend in the river here were the origin of the name "Muscle Shoals." Other historic inhabitants included the Woodland and Copena cultures, the Mississippian Civilization, the Euchees from the Great Lakes areas, the Shawnees from the Ohio River, the Cherokee, the Chickasaws</p>



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Designation Type	Community
Point of Contact Name	Bill Jordan Director Florence Parks and Recreation Department
Contact Information	bjordan@florenceal.org 256-760-6417

Narrative Application

Question 1: How does the applicants existing or planned programming or assets advance Innovate Alabama's people focus?

The Florence First Economic Development Program is a program funded by a Community Development Block Grant and provides cost reimbursement grants to small, local businesses to stimulate economic growth in HUD-defined low- moderate-income areas, and to support economic development projects that spur job creation or retention for low to moderate income (LMI) residents located in the City of Florence. Grant proceeds can be used by a business to provide startup costs. Florence First has assisted dozens of disadvantaged, minority-owned and women-owned business enterprises with job creation and retention. Our Community Service Partnership with Juvenile Drug court helps juvenile offenders end their substance abuse, stop criminal behavior, improve family and community relationships and provide them methods for living a healthier and happier drug free lifestyle.

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Question 3: How does the applicants existing or planned programming or assets advance Innovate Alabama's resource focus?

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As a shopping and medical & educational hub for the tri-state area, Florence is already on the path of partnering with neighboring Alabama communities in the region. The City of Florence seeks funding to create a Smart City-ready network, including implementation of Wi-Fi hotspots and smart devices to create the needed infrastructure for eventual installation of IoT and other Smart Applications. Implementing this smart city-ready infrastructure plan will pave the way for a more



connected and resilient city that embraces innovation and positions itself as a model for smart development of a small rural community. With this foundation, Florence will take the first steps to be positioned to join along with our neighbor municipalities in forging a regional ecosystem of innovation in community connectivity. Transparency and communication with our neighboring towns and cities can lead to active co-creation and collaboration. In the months and years ahead, teaming up with the private sector or local nonprofits, colleges or universities can help Florence and our neighboring communities to better implement smart city strategies to the benefit of the region as a whole.

Award Information

If the applicant earns the designation and accompanying financial award, do you already have a specific project you intend to use the funds on? If yes, please provide a description of that project.

PROJECT DESCRIPTION: City of Florence Smart City Infrastructure Project
The City of Florence seeks funding to create a Smart City-ready network.

Florence currently has no Smart infrastructure. This project seeks to deploy a privatized wireless network to extend to 10 Locations to include a PTZ (*pan-tilt-zoom*) and Fixed camera, Wireless backhaul, public access for Wi-Fi and hot ports for IOT applications.

Implementing a smart city infrastructure brings many advantages:

1. **Enhanced Safety and Security:** 360-degree viewing and panning allow for real-time monitoring of intersections, downtown, other areas to deter criminal activities, ensure a safer environment for residents and visitors, and provide online viewing/marketing of city events.
2. **Cost Savings / Independence:** With a private wireless network, Florence will gain more control over infrastructure and reduce long-term expenses.
3. **Community Empowerment:** Public Wi-Fi access empowers residents / visitors to access information easily, encourages community engagement and promotes local businesses / events. Wi-Fi in parks can support time clocks, cameras, card readers.
4. **Cloud-Based Management:** Enables remote access to camera feeds, video storage, efficient management of surveillance.
5. **Scalability, Future-Proofing:** Hot ready ports for IoT applications provides flexibility to scale infrastructure without major overhauls.
6. **Dedicated Private Network:** A private network configuration for Florence ensures data security / reliability.



7. **Full Hardware / Services Package:** Encompasses all essential components to build a strong foundation for smart city infrastructure.
8. **Expert Installation / Support:** Installation materials, accessories, and three years of network support ensure seamless and successful implementation. E-Footprints team will ensure the network operates optimally and remains well-maintained.
9. **IoT-Ready Infrastructure:** The smart city-ready locations with IoT hot ports create a foundation for integrating future IoT devices. This forward-thinking approach allows Florence to leverage emerging technologies efficiently and stay ahead in the smart city ecosystem.

BUDGET JUSTIFICATION

List of Provided Hardware and Services

1. 10 AXIS Q60E PTZ and Fixed Camera
2. 10 Wi-Fi AP with POE out
3. 10 Power/Data outdoor rated switch with enclosures
4. 10 Private LTE wireless backhaul radios.
5. Internet bandwidth for cloud app and public Wi-Fi
6. Router / Firewall for private network configuration
7. Installation materials and accessories to include mounts, coax, grounding, and cabling.
8. Outdoor UPS and cabinet
9. Installation and Support of Network for 3 years
10. IoT-ready hot ports

BUDGET AND PROJECT TIMELINE

1. Equipment Ordered and Delivered 60 Days
2. Installation 60 Days
3. Support for Network and Internet 3 years

PROJECT BUDGET

1. Materials \$121,432.50
2. Professional Services \$60,000
3. Support for Cloud Services 3 years \$ 68,400

Total Budget – \$249,832.50 (see attached spreadsheet for detailed listing of materials and equipment.)

Budget and Budget Justification (Materials and Equipment)
 City of Florence
 Innovate Alabama Network and Grant Application



Project - City of Florence Smart City Infrastructure Project
 Camera and IoT Wifi Network
 City of Florence, Alabama

MATERIAL / EQUIPMENT DESCRIPTION	MANF. PART #	QTY
Router	Router	1
MicroTik Outdoor Switch Ethernet	Microtik Outdoor POE	10
Axis Q6100 Multisensor and Q 60E PTZ Camera	AXIS PTZ -Q6100	10
NVR	NVR	1
Cambium XV2-2T	XV2-2T	10
PTMP RADIO	PTMP	12
Outdoor Cabinet with UPS	OD CABINET WITH UPS	1
Cat6 Outdoor Ethernet Cable Shielded	ODCAT6-S	3
Universal Adjustable TV Antenna Mount 11" Inch Weather Proof J Pole, WirelessBridge Bracket Mount, Pole Mount for AP Access Point Client Bridge CPE, OutsideAntenna Mounting Pole Bracket 2 Pack White	J-Mount	10
Outdoor CAT6 jumper	cat6 3'	45
Platinum Tools EZ-RJ45 CAT6 Connectors. 100/Jar - 100 Pack - 1 x RJ-45 NetworkMale - Clear, Transparent - TAA Compliant	ez rj45 Cat 6 100 count	1
Shielded Ez-Rj45 for CAT5e & CAT6 With Internal Ground	Cat 6 shielded end RJ-45	1
APC Ethernet	APC Eth Surge	30
Outdoor POE Injector Camera	ODPOE	10
Shipping, cabling for rackmount cabinets and misc	misc	10

Materials	\$121,432.50
Professional Services	\$60,000.00
Internet and Support	\$68,400.00
GRAND TOTAL	\$249,832.50

TIMELINE: EQUIPMENT ORDERED AND DELIVERED - 60 DAYS; INSTALLATION - 60 DAYS

Addendum to EFP Broadband MOU and Service Agreement

We authorize EFP Broadband to (EFPB) explore and apply for additional grants to help complete the current Innovate Alabama Grant Funded project we are partnering on.

If EFPB is successful securing the additional grant(s) for our project, EFPB will be compensated based on the terms and conditions of the existing agreement(s).

Name of City

Signature

Date

Printed Name

City of Florence, Alabama Funding

**Alabama Innovation Corporation
Innovate Alabama Network Grant Agreement**

This Grant Agreement (this "Agreement"), pursuant to the Innovate Alabama Network Grant Program (the "Network Grant Program"), is entered into by and between the Applicant (listed below) and the Alabama Innovation Corporation, an Alabama public corporation, hereinafter referred to as "Innovate Alabama," together with the Applicant, the "Parties" and, each, a "Party". Award of this grant (the "Grant") is subject to the Applicant's acceptance of the terms set forth in the Grant Agreement Terms, a copy of which is attached hereto as Exhibit A and incorporated herein by reference.

The following terms shall have their respective meanings in this Agreement and in the Grant Agreement Terms:

Applicant	City of Florence, Alabama
Applicant Address	PO Box 98
Applicant Primary Contact Name	Shana Balch
Applicant Primary Contact Phone Number	256-760-6640
Applicant Primary Contact Email	sbalch@florenceal.org
Amount of Grant Funding Awarded	\$50,000
Project Description	Florence currently has no Smart infrastructure. This project seeks to deploy a privatized wireless network to extend to 10 Locations to include a PTZ (pan-tilt-zoom) and Fixed camera, Wireless backhaul, public access for Wi-Fi and hot ports for IOT applications.
Grant Period Expiration	One year from disbursement of funds.

To accept this Agreement and have rights to the funds as provided herein (the "Grant Fund") the Applicant must return a signed copy of this Agreement to Innovate Alabama. Execution of this Agreement signifies the Applicant's agreement to comply with the Grant Agreement Terms set forth in Exhibit A. Should any part of this Agreement not be satisfactory, please return any Grant Funds paid herewith until the issues are resolved.

Alabama Innovation Corporation

Name: **Cynthia Crtutchfield**

Title: CEO

Date: 5/23/24



Applicant: Grant Florence

Name: Grant Florence

Title: CFO

Date: 5/23/24

Exhibit A
Grant Agreement Terms

1. Certification of the Applicant's Eligibility under the Network Grant Program.

- a. The Applicant certifies it is either a non-profit organization, municipality, or educational institute as defined below.
- i. Non-profit organization is defined as a nonprofit validly existing and registered to do business in Alabama, with a determination letter from the Internal Revenue Service evidencing its 501(c)(3) status.
 - ii. A municipality is defined as a municipality in Alabama; a county in Alabama; or a federally recognized Native American tribe in Alabama.
 - iii. An educational institution is a public or private university or college, accredited by any of the following institutions:
 - Southern Association of Colleges and Schools Commission on Colleges (SACSCOC)
 - National Accrediting Commission of Career Arts and Sciences (NACCAS)
 - Higher Learning Commission (HLC)
 - Association for Biblical Higher Education (ABHE)
 - Council on Occupational Education (COE)
 - Accrediting Commission of Career Schools and Colleges (ACCSC)
 - Accrediting Bureau of Health Education Schools (ABHES)
 - Distance Education Accrediting Commission (DEAC)
 - American Osteopathic Association (AOA)

2. Disbursement of Grant Funds. This Agreement may condition the disbursement of Grant Funds on certain milestones which the Parties will agree to in writing and attach to this Agreement. In such event, Innovate Alabama will have sole and absolute discretion to determine whether such milestones are met and additional disbursements should be made.

3. Expenditure of Grant Funds.

- a. The Grant Funds may only be used for those reasonable expenses incurred by the Applicant, pursuant to the Applicant's proposed use of funds submitted with its application for the Network Designation Grant Program. The Applicant shall maintain records sufficient to prove to Innovate Alabama, subject to its sole and absolute discretion, that none of the Grant Funds have been used for any purpose other than as provided in the Applicant's proposed use of funds.
- b. The Applicant is responsible for the expenditure of Grant Funds in accordance with the submitted project budget, and for maintaining adequate supporting records consistent with generally accepted accounting practices or the Applicant's historical accounting principles, each consistently applied. All such records shall be maintained for at least five years after the Grant Period Expiration and, upon request by Innovate Alabama, shall be made electronically available to Innovate Alabama, its auditors, or other agents.
- c. Except as provided in this Agreement, Innovate Alabama has no obligation to provide additional support to the Applicant. Innovate Alabama's obligation to provide support under this Agreement shall terminate if it determines that the Applicant has failed to perform in accordance with the terms of this Agreement.

- d. Awards should be utilized to advance the applicant's efforts to enhance the existing innovation ecosystem. Funds cannot be used to recoup a personal investment or to pay off debt. Legal fees related to any eligible cost should not exceed 10% of the awarded funds. If there are elements of funding not allowed in the underlying award, but which the applicant deems critical to the proposed project, the applicant may request funding, but must clearly indicate in the request that these are not otherwise allowable and justify the request.
 - e. No portion of the Grant Funds provided under the terms of this Agreement may be used to support the following:
 - i. Any contributions or expenditures in support of, or in opposition to, any candidate for political office (federal, state, or local), political party, political committee that supports political candidates or parties, or nonprofit organization that will use the funds for political activities;
 - ii. Any "electioneering communications" as that term is defined under federal or state law;
 - iii. Any action to carry on propaganda or otherwise attempt to influence legislation; and
 - iv. Any action to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive.
4. **Semi-Annual Reporting.** An applicant awarded funds under the Innovate Alabama Network Designation Program must complete and submit to Innovate Alabama reports at 6 months and 12 months after the grant has been made. A copy of the form that the Applicant must use for such reports is attached hereto as Exhibit B. Innovate Alabama reserves the right to make amendments to Exhibit B from time to time, in which case the Applicant agrees to make its reports on such amended form.
5. **Compliance with Laws.**
- a. The Applicant represents, to the best of its knowledge, that it is in compliance with all applicable laws, ordinances, codes, rules, requirements, and regulations of foreign, federal, state, and local governments and all agencies thereof relating to the operation of its business and the maintenance and operation of its properties, assets, employees, and independent contractors.
 - b. The Applicant represents, to the best of its knowledge, that no Applicant investor, director, officer, or employee is a member of the Innovate Alabama Board ("the Board") or an employee of Innovate Alabama, or a family member of any such individual. Further, the Applicant represents, to the best of its knowledge, that no family member of a Applicant investor, director, officer, or employee is either a member of the Board or an employee of Innovate Alabama, or a family member of any such individual. To the extent that the Applicant cannot make this representation, Applicant represents that these relationships have been disclosed in its application.
 - c. The Applicant certifies that any public official or public employee (or the family members of such public official or public employee) under the Alabama Ethics Act (Section 36-25-1, et seq. Code of Alabama (1975)), who is an investor, director, officer, or employee of the Applicant, has not and will not use his or her public position to obtain any personal gain or financial benefit, except as specifically authorized by law or as provided pursuant to a lawful university or agency policy or employment agreement.
6. **Publicity.** Announcement of the Grant to the public may be made by the Applicant or Innovate

Alabama, except as provided herein. The Applicant shall provide notice to Innovate Alabama prior to the use of Innovate Alabama's name or logo and shall send to Innovate Alabama a copy of any published accounts mentioning the Grant. The Applicant grants a royalty-free, non-transferable limited license to Innovate Alabama for the use of the Applicant's name and logo in any publications made by or for Innovate Alabama. The Applicant agrees to use or display the Innovate Alabama Network Designation Logo, a sample of which is attached hereto on Exhibit C, on the Applicant's buildings, websites, and other marketing materials related to or associated with the Network Grant Program.

7. **Evaluation.** Innovate Alabama may, at its own expense, monitor and conduct an evaluation of the Applicant's activities utilizing the Grant Funds. Innovate Alabama has the right, upon reasonable notice, to inspect the accounts, books, and records of the Applicant to ensure, in its sole discretion, compliance with this Agreement. This evaluation may include site visits. Such visits will be made at Innovate Alabama's discretion and upon reasonable notice to the Applicant.
8. **Return of Grant Funds.**
 - a. The Applicant shall return to Innovate Alabama any unexpended Grant Funds within 60 days of the Grant Period Expiration unless the Applicant has requested and received from Innovate Alabama a written extension of the Grant Period Expiration.
 - b. The Applicant shall promptly return any unexpended Grant Funds to Innovate Alabama if the Applicant violates any of the terms in this Agreement; provided, however, that the Applicant shall return to Innovate Alabama an amount equal to the full amount of the Grant Funds, regardless of whether or not the Applicant has already used any portion of such funds, if any of the following occurs:
 - i. The Applicant makes any misrepresentations or false statements to Innovate Alabama in the Application or this Agreement;
 - ii. The Applicant violates Section 1 of this Agreement; or
 - iii. The Applicant violates Section 3 of this Agreement.
9. **Indemnification.** Except to the extent prohibited by law, the Applicant shall indemnify, defend, and hold harmless Innovate Alabama, and the officers, directors, employees, agents, and contractors of Innovate Alabama, from and against any and all losses, damages, expenses, liabilities, demands, claims, suits, and judgments, including without limitation all court costs and reasonable attorneys' fees, arising out of or relating to either (a) the Applicant's performance under this Agreement or breach thereof, or (b) the intentional misconduct or negligent acts or omissions of the Applicant, its employees, agents, contractors, or consultants in connection with the performance of its obligations under this Agreement. The Applicant covenants not to sue Innovate Alabama, its officers, directors, employees, agents, or contractors, under any circumstances or upon any grounds with respect to the services bargained for under the terms of this Agreement, or any part thereof, or any injury, damage, or loss, whether physical or economic, to the persons or property resulting therefrom. This provision shall survive the termination of this Agreement.
10. **Rights to Reports, Materials, Books, and Articles.** All reports, materials, books, and articles resulting from the Grant are considered to be the copyrighted works of the Applicant or the author, in accordance with the policies of the Applicant toward the goal of obtaining the widest dissemination of such reports, materials, books, and articles. Applicant and author hereby grant to Innovate Alabama and its affiliates a non-exclusive, non-transferrable, royalty-free license solely to use, copy and distribute on all types of media any and all published reports, materials, books, and articles resulting from the Grant.
11. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications

hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Party at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this paragraph):

If to Innovate Alabama:

Innovate Alabama

Attn: Cynthia Crutchfield

1320 1st Avenue South

Birmingham, AL 35233

Email: Partners@innovatealabama.org

If to the Applicant, such communication may be addressed to the Applicant, in care of the Applicant Primary Contact, at the Applicant Address. Email communications may be sent to the Applicant Primary Contact Email.

12. **Independent Contractor.** Nothing in this Agreement shall constitute the naming of the Applicant as an agent or legal representative of Innovate Alabama for any purpose whatsoever. This Agreement shall not be deemed to create any relationship of agency, partnership or joint venture between the Parties hereto, and the Applicant shall make no such representation to anyone.
13. **Dispute Resolution.** Subject to either Party's right to seek remedies available to it at law and in equity, in the event of a dispute of any kind arising out of or in any way related to this Agreement, the Parties shall endeavor in good faith to settle the dispute through negotiation. If the dispute cannot be resolved through negotiation, or another mutually agreeable dispute resolution mechanism, either of the Parties has the right to request non-binding mediation where a mutually agreed upon neutral third party assists the Parties in reaching a negotiated settlement.
14. **Remedies Cumulative.** The remedies afforded to a Party in this Agreement are not intended to be exclusive, and each remedy shall be cumulative and shall be in addition to all other remedies available to a Party at law or in equity.
15. **Third-Party Beneficiaries.** This Agreement shall not be construed to confer any rights or remedies upon any person or entity, except the Applicant and Innovate Alabama.
16. **Waivers.** No delay or omission by either Party in exercising any rights or remedies under this Agreement or applicable law shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of that right or remedy or the exercise of any other right or remedy. No waiver shall be valid unless in writing signed by the Party to be bound.
17. **Applicable Law.** All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to its conflict of laws principles, and, where applicable, the laws of the United States.
18. **Venue and Consent to Jurisdiction.** Any action at law, suit in equity, or other judicial

proceeding for the enforcement of this Agreement or any provision hereof may take place in the State of Alabama, in Montgomery County. The Parties hereby irrevocably consent to the personal jurisdiction of the state and federal courts in or for Montgomery County, in any dispute arising from or relating to this Agreement.

19. **Captions and Headings.** The captions and headings contained in this Agreement are for convenience of reference only and shall not be used to limit the applicability or meaning of any provisions of this Agreement.
20. **Pronouns and Plurals.** All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders where the context so requires. The use of the singular form shall include the plural and the use of the plural shall include the singular where the context so requires.
21. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision shall be valid and enforceable to the fullest extent permitted by law.
22. **Construction.** This Agreement shall be interpreted and construed in a fair and impartial manner without regard to such factors as the Party which prepared the instrument or drafted any provision thereof, the relative bargaining powers of the Parties or the domicile of any Party.
23. **Modification and Amendment.** This Agreement shall not be modified or amended in any respect except by a written instrument executed by the Parties.
24. **Assignments.** This Agreement may not be assigned by the Applicant without the prior written consent of Innovate Alabama. This Agreement shall be binding upon the Parties and their respective successors and permitted assigns and shall inure to the benefit of the Parties and their respective successors and permitted assigns.
25. **Entire Agreement.** This Agreement, together with the Network Designation Guidelines and Application, contains the entire agreement of the Parties in respect of the subject matter hereof, and supersede all prior and contemporaneous understandings, instruments, and agreements, both written and oral, with respect to such subject matter. Neither party is relying upon any statement or representation not provided in writing herein.
26. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same document. Any executed counterpart transmitted by facsimile, electronic communication in portable document format (.pdf), or similar transmission by any Party shall be deemed to be, and shall have the same force and effect as, an original.

Exhibit B**Innovate Alabama Network Designation Grant Program Reporting Form**

Date of Report: _____

<i>Section 1 - General Information</i>	
Applicant Name	City of Florence, Alabama
Applicant Address	PO Box 98 Florence, AL 35631
Primary Contact Name	Shana Balch
Primary Contact Title	CFO
Primary Contact Email	sbalch@florenceal.org
Primary Contact Phone	256-760-6640

<i>Section 2 - Reporting</i> <i>(Please report on achieved during this 6-month reporting period)</i>	
Project Description	Florence currently has no Smart infrastructure. This project seeks to deploy a privatized wireless network to extend to 10 Locations to include a PTZ (pan-tilt-zoom) and Fixed camera, Wireless backhaul, public access for Wi-Fi and hot ports for IOT applications.
Total Grant Funds Used	None to date
Amount of Additional Capital Raised From:	
Grants	None to date
Venture Capital	None to date
Other (please specify)	None to date
Participants Impacted <i>(Please indicate if there are any KPIs or evaluation metrics being used)</i>	None to date
Major Outcomes of Granted Funds	None to date

Describe the Applicant's milestones, how they have been achieved, and, if not achieved, when the milestones will be achieved. Using the budget submitted with your Application, describe money spent and money remaining on hand.

I certify that the information in this Report Form is true and correct.

APPLICANT: City of Florence
BY: Shana Baker CFO

Name: _____

Exhibit C

Innovate Alabama Network Designation Logo

The following logo shall be prominently displayed on the Applicant's buildings, websites, and other marketing materials related to or associated with the Network Grant Program. Please contact partners@innovateAlabama.org for high-resolution images and graphics.



Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
CITY OF FLORENCE, CITY COMMISSION

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor C corporation S corporation Partnership Trust/estate

LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____
Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

Other (see instructions) **EXEMPT ENTITY**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) **3**
Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____
(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____

5 Address (number, street, and apt. or suite no.). See instructions.
PO BOX 98

6 City, state, and ZIP code
FLORENCE, AL 35631

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

				-					
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or

Employer identification number

6	3	-	6	0	0	1	2	6	1
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Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person *Shana Balch* Date 5/1/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they