

**Resolution 2024-R-05**

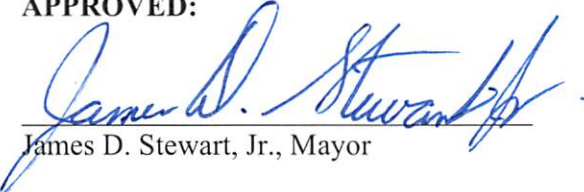
***A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH EFP BROADBAND, LLC***

**BE IT HEREBY RESOLVED**, by the City Council of the City of Irondale, Alabama, in regular meeting duly assembled, a quorum being present, that Mayor James D. Stewart, Jr., or his designee, is hereby authorized to execute a Memorandum of Understanding with EFP Broadband, LLC (in substantially the form attached hereto as Exhibit A) as well as to execute any other document necessary to accomplish such purpose.

**ADOPTED & APPROVED:** This 2nd day of January, 2024.

  
\_\_\_\_\_  
David Spivey, City Council President

**APPROVED:**

  
\_\_\_\_\_  
James D. Stewart, Jr., Mayor

**ATTESTED:**

  
\_\_\_\_\_  
Leigh Ann Allison, City Clerk

**CERTIFICATION**

I, Leigh Ann Allison, the City Clerk of the City of Irondale, Alabama, hereby certify that the above to be a true and correct copy of a resolution adopted by the City Council of the City of Irondale at its regular meeting held on the 2nd day of January, 2024, as the same appears in the minutes of record of said meeting.

  
\_\_\_\_\_  
Leigh Ann Allison, City Clerk

**Exhibit A**

**Memorandum of Understanding (MOU) Between  
City of Irondale, Alabama and  
EFP Broadband, LLC related to Services for the Innovate Alabama Grant**

WHEREAS, EFP Broadband, LLC ("EFP") assists applicants in the grant application process for Innovate Alabama, Alabama's first statewide public-private partnership focused on entrepreneurship, technology and innovation, and in the project design, deployment, and implementation of the project approved for the grant (the "Services"); and

WHEREAS, EFP has offered to assist the City of Irondale, Alabama ("Client") with such grant application process and the performance of the Services and the Client desires to engage EFP to perform the Services for the Client, if Client is awarded the Innovate Alabama grant for 2024 funding ("Grant").

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

A. EFP Responsibilities. The Services to be provided by EFP to the Client pursuant to this MOU are as follows:

- EFP will engage with the Client to gather the required information to complete the Grant application.
- EFP will prepare an initial design of the Grant-funded project ("Project").
- EFP will prepare the Grant application for Client to submit to Innovate Alabama.
- If Client is awarded the Grant, EFP will:
  - o Provide a professional services agreement ("Agreement") for Client's review and approval as to terms, which shall include a summary of the scope of services, timeframe, budget, and payment terms, as shall be agreed upon between Client and EFP at that time;
  - o Work with Client to assist Client in securing the Grant;
  - o Complete a site visit with Client to finalize the Project design;
  - o Act as project manager for the Project in the scheduling and completion of the Project according to applicable laws and regulation; and
  - o Assist Client in providing Project data and related information that Client will be required to provide in response to the Grant reporting requirements.
- EFP agrees that if Client is not awarded Grant funding, Client will not owe any payment to EFP related to this MOU as any payment for Services hereunder is expressly contingent upon the Client being awarded the Grant.

B. Client's Responsibilities. The Client agrees to the following:

- Engage EFP as project manager to complete the Grant Project according to mutually agreeable terms between EFP and the Client as set forth in the Agreement.

- If Client is awarded the grant funds and Client and EFP enter into an Agreement, Client agrees to pay EFP according to the terms of that Agreement.

- Client will provide dates and access onsite to complete Project installation/deployment.

- If Client is awarded the Grant, Client is responsible for reporting requirements as part of the Innovate Alabama Funding Agreement.

- Client understands this MOU offers no guarantee of (i) gaining membership to the Innovate Alabama Network and (ii) obtaining a grant from Innovate Alabama or a specific grant amount from Innovate Alabama.

City of Irondale, Alabama

EFP Broadband, LLC

 1/4/2024  
Signature Date

\_\_\_\_\_  
Signature Date

  
Printed Name

\_\_\_\_\_  
Printed Name