



(STATE OF ALABAMA)  
(COUNTY OF BALDWIN)

**CONTRACT FOR PUBLIC RELATIONS**

KNOW ALL MEN BY THESE PRESENTS that the **City of Foley**, a municipal corporation of the State of Alabama, hereinafter called the "City" and **Jerry Phillip Webb** hereinafter called the "Pilot", on the **1<sup>ST</sup> day of March, 2026** have contracted and agreed as follows:

WHEREAS, the City has found that it is a good and useful purpose of public funds to enter into a contract with the Pilot to perform certain public relations functions for the City involving the City's N3N aircraft;

WHEREAS, during the term of this agreement, the Pilot shall perform the following duties on the City's behalf:

- Promote the City of Foley and its aviation interests at regional fly-ins and community events.
- Serve as the primary pilot for the City of Foley N3N aircraft for scheduled flight demonstrations and static displays.
- Secure all necessary takeoff and landing permissions and organize flight schedules for approved City events.
- Maintain and provide routine care for the N3N aircraft, including all related equipment necessary to safely display and fly the plane;

WHEREAS, before flying the City's aircraft at fly-ins or community events, approval to attend must be given via email from a City representative (Mayor, City Administrator, Executive Director of General Government, or the Airport Manager);

WHEREAS, the City agrees to maintain all necessary insurance coverage for the City aircraft, however, the Pilot is responsible for maintaining all required pilot licenses, certifications, medical clearances, and any FAA requirements necessary to legally and safely operate the aircraft, and that proof of those items should be provided to the City upon request.

NOW, THEREFORE, WITNESSETH: the City of Foley, for and in consideration of the services herein described, the City agrees to reimburse the Pilot for all expenses related to operations, maintenance, repairs, air shows, travel expenses, lodging and meals while flying the City's airplane on the City's behalf. Pilot shall be required to submit receipts to show actual expenses incurred. Any reimbursement outside of the ones listed, shall be made on a case by case basis.

The City shall pay the Pilot a monthly stipend of two hundred and fifty dollars (\$250.00) for professional piloting services and routine maintenance.

The term of this contract shall be for the period of **March 1, 2026 to September 30, 2026** to coincide with other City of Foley performance contracts and shall be renewed annually upon the adoption of the new fiscal budget.

The City shall pay the Pilot an additional amount of one hundred dollars (\$100.00) per event when actively representing the City at an air show or event, since those events require significant travel and personal time.

The Pilot shall not transfer or assign this contract or any of the rights or privileges granted herein without prior written consent of the City. The Pilot hereby agrees to comply strictly with all ordinances of the City of Foley, Alabama, and the laws of the State of Alabama while performing under the terms of this contract.

**The Pilot shall provide to the City of Foley Financial Services Division an activity report of the events attended upon completion of this contract with copies to the City Administrator and shall provide such other reports as may reasonably be required by the above designated city representatives.**

The Pilot agrees and understands that the funding of this contract is solely provided from the General Fund of the City of Foley. If, at any time during the City's fiscal year, actual revenues of the City decrease below that amount which has been projected by the City to sustain the operating budget of the City, this contract may be declared null and void and no liability shall accrue to any party hereto. Notwithstanding any of the other provisions contained in this contract, the City of Foley shall maintain the right to terminate this contract upon proper notice, which shall be in writing and shall be provided to the Pilot at least thirty (30) days prior to the intended date of cancellation.

If any section, subsection, sentence, clause, phrase or portion of this contract is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portions thereof.

By signing this contract, the Pilot represents and agrees that he is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

For the purpose of giving notice as provided for in this contract, the Pilot's address is declared to be:

Jerry Phillip Webb  
1301 E Maxwell St  
Pensacola, FL 32503  
Sh60bphil@aol.com

The City's address:

City of Foley  
Finance Department  
P. O. Box 1750  
Foley AL 36536-1750  
leberly@cityoffoley.org

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day and year first written.

**CITY OF FOLEY, A Municipal Corporation**

\_\_\_\_\_  
Ralph Hellmich  
Mayor

ATTEST:

\_\_\_\_\_  
Christi Watkins  
Assistant City Clerk

**PILOT**

\_\_\_\_\_  
Jerry Phillip Webb  
Owner

\_\_\_\_\_  
Witness