

**REGULAR MEETING AGENDA OF THE
MOUNTAIN BROOK CITY COUNCIL**

TUESDAY, MAY 26, 2020, 7:00 P.M.

As authorized by the Governor of the State of Alabama on March 18, 2020, elected officials may deliberate by means of telephone conference, video conference or other similar means of communication. Members of the public are also invited to listen, observe and participate in public meetings by such means as well.

Due to COVID-19 and the mandate that public gatherings of 10 or more are generally not permitted without adequate social distancing, the City Council shall convene by way of electronic communications. Therefore, should anyone wish to listen, observe or participate in the City Council meetings of Tuesday, May 26, 2020 at 7 p.m., please join by way of the Zoom app (re: Meeting ID 801-559-1126, password 05262020).

1. Approval of the May 11, 2020, minutes of the regular meeting of the City Council.
2. Approval of the May 13, 2020, minutes of the special meeting of the City Council.
3. Consideration: Resolution authorizing the City's participation in the 2020 "Back to School" Sales Tax Holiday starting Friday, July 17 through Sunday, July 19, 2020.
4. Consideration: Resolution accepting the proposal for roof consulting services submitted by Williamson & Associates with respect to the Emmet O'Neal Library.
5. Consideration: Resolution authoring the execution of a Synthetic Turf Project Implementation Agreement between the City and Board of Education with respect to improvements of Fields 3 through 7 at the Athletic Complex.
6. Consideration: Resolution declaring a mower used by the Fire Department surplus and authorizing it sale by way of public Internet auction or disposal if not sold at said auction.
7. Consideration: Resolution authorizing the execution of an agreement between the City and Alabama Power Company with respect to the City's use of APCO facilities for License Plate Recognition services in the interest of public safety.
8. Announcement: The next regular meeting of the City Council is Tuesday, June 8, 2020, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.
9. Adjourn.

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
MAY 11, 2020**

[Pursuant to a proclamation issued by Governor Kay Ivey on March 18, 2020, elected officials are allowed to meet remotely by means of Internet or telephone conference and the public was invited to listen to, observe, or participate in the meeting by such means.

The City Council of the City of Mountain Brook, Alabama met informally by way of Internet conference on the 11th day of May, 2020. The Council President called the pre-meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President
William S. Pritchard III, Council President Pro Tempore
Philip E. Black
Lloyd C. Shelton
Alice B. Womack
Stewart Welch III, Mayor

Absent: None

Also present were City Attorney Whit Colvin, City Manager Sam Gaston, and City Clerk Steven Boone.

1. AGENDA

1. Alan Zeigler discussed proposed Ordinance No. 2066 to be considered at the 7 p.m. meeting agenda. This action is an administrative function not generally required as prior levies are done so as to automatically renew. This action is necessary to finalize the referendum held in September 2019.
2. Additions to the "Employee Handbook" regarding sex trafficking policies—Trip Umbach (Resolution No. 2020-067 was added to the formal meeting agenda)
3. Set date for fiscal year 2020—2021 budget planning session (date and time to be determined)
4. Economic Impact Subcommittee report—Lloyd Shelton and Steven Boone. The subcommittee shall continue to monitor the impact of the business disruptions from the Covid-19 pandemic. It is still too early to tell the magnitude of the revenue impact. It is expected that more information will be available after the May sales tax collections have been received and posted.
5. Memorial bench for Canterbury Road bridge—Shanda Williams (Resolution No. 2020-068 was added to the formal meeting agenda)
6. Overton Road traffic study presentation—Richard Caudle of Skipper Consulting and Mike Kaczorowski of the RPCGB (Appendix 1)
 - Through March, there has been about \$27,000 incurred on this project. The project was approved for \$60,000 or which the local match is \$12,000 (\$6,000 each for the cities of Mountain Brook and Vestavia). So, with there being still funds available, other study and engineering services could be performed which might include, but not limited to, more study of the ancillary streets. The elected officials expressed their desire not to perform any additional services until after hearing from Vestavia city officials.
 - The study area (Figure 1 of the study) includes Overton Road from Liberty Park to U. S. Highway 280 and includes major side streets just off of Overton Road

- A significant section (Crosshaven Drive to U. S. Highway 280) of Overton Road is designated as a Local Road and not eligible for federal funding
 - The busiest section of the road is operating at a Level of Service “F”
 - Speed approximates the stated speed limits
 - The major problem in terms of delays and ques is the South Brookwood Road intersection (que lengths is 1,200-1,500 feet and takes 2-3 minutes to clear)
 - New development in Liberty Park through the year 2040 is projected to add 27,000 additional trips along Overton Road
 - The only real solution to bring the road to an acceptable level of service is to 4-lane the roadway from end to end at an estimated cost of \$54 million (this is not a recommendation but an indication of the order of magnitude)
 - One proposal is to install a left turn lane at South Brookwood Road
 - Another proposal is to install a sidewalk from Briar Oak Circle to South Brookwood Road to keep pedestrians from crossing Overton Road
 - A third proposal is a traffic signal modification at Stone Ridge Drive to accommodate pedestrian crossings
 - Lastly, a new traffic signal will be required at some point in the future where Overton Road intersects Liberty Parkway
 - Many of the problems with congestion on Overton Road is the result of congestion on U. S. Highway 280
7. Cooperation Agreement with Jefferson County for participation in the Community Development Block Grant (CDBG) Entitlement program, HOME Investment Partnership (HOME) and Emergency Solutions Grant (ESG) for fiscal years 2021-2023—Sam Gaston (Resolution No. 2020-069 was added to the formal meeting agenda)
 8. Cost estimates for repairs to Smyer Road—Phil Black and Ronnie Vaughn (Resolution No. 2020-070 was added to the formal meeting agenda). Considering preliminary estimates for the remediation range between \$500,000 and \$750,000 and that the consultant does not foresee an eminent catastrophic failure, Messrs. Black and Vaughn recommend deep milling 575 feet of the street at a cost of approximately \$25,000 and ongoing monitoring of the roadway. Mr. Vaughn reported that this unanticipated cost could result in his paving costs exceeding the amount budgeted for fiscal 2020.
 9. Mall area security improvements—Rob Walker (Appendix 2)
 10. Reopening plans for certain City buildings and parks/playing fields (Resolution No. 2020-071 was added to the formal meeting agenda)

City Hall shall remain closed to the public until June 3, at which time court operations are scheduled to resume.
 11. Ordinance establishing time restrictions for on-street public parking in Crestline and Mountain Brook Villages to facilitate carry-out food and curbside retail services. A special meeting of the City Council was scheduled for Wednesday, May 13, 2020, at 6 p.m. to consider an ordinance modifying the parking regulations.
 12. Resolution temporarily modifying the City’s sidewalk café regulations to facilitate restaurant service within prescribed social distancing restrictions (Ordinance No. 2067 was added to the formal meeting agenda)
 13. Review of the other matters to be considered at the formal (7 p.m.) meeting
 - a. The proposed resolution authorizing the placement of a street light near the intersection of North Woodridge Road and Sedley Drive was continued until the next meeting of the City Council (Appendix 3)
 - i. Marsh Asman spoke in favor of the street light due to safety concerns
 - ii. Katrina Porter also spoke in favor the street light

- iii. Mac Phillippi expressed his opposition to the street light. The light will illuminate his residence and feels the brightness is still too much even after the wattage was reduced from 8500 to 3500 lumens
- b. Resolution No. 2020-063 was also added to the formal meeting agenda
- c. Resolution No. 2020-066 was also added to the formal meeting agenda

2. ADJOURNMENT

There being no further matters for discussion, Council President Smith adjourned the pre-meeting at approximately 7:30 p.m.

3. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct synopsis of the discussion from the work session of the City Council of the City of Mountain Brook, Alabama held by way of Internet teleconference on May 11, 2020, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that no formal action or votes were conducted at said work session.

City Clerk
Approved by City Council May 26, 2020

**MINUTES OF THE REGULAR OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
MAY 11, 2020**

[Pursuant to a proclamation issued by Governor Kay Ivey on March 18, 2020, elected officials are allowed to deliberate remotely by means of Internet or telephone conference and the public was invited to listen to, observe, or participate in the meeting by such means.]

The City Council of the City of Mountain Brook, Alabama met in public session by way of Internet teleconference at 7:30 p.m. on the 11th day of May, 2020. The Council President called the meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President
William S. Pritchard III, Council President Pro Tempore
Philip E. Black
Lloyd C. Shelton
Alice B. Womack
Stewart Welch III, Mayor

Absent: None

Also present were City Attorney Whit Colvin, City Manager Sam Gaston, and City Clerk Steven Boone.

The Council President stated that a quorum was present and that the meeting was open for the transaction of business

1. CONSENT AGENDA

Council President Smith announced that the following matters will be considered at one time on the consent agenda provided no one in attendance objects:

Approval of the minutes of the April 27 2020, regular meeting of the City Council

2020-062	Authorize the execution of a construction contract between the City and Wright Construction Co., with respect to the construction of a segment of sidewalk along South Brookwood Road	Exhibit 1, Appendix 1
2020-063	Authorize the execution of an Alabama Emergency Management Agency State-Local Disaster Assistance Agreement, in the form as attached hereto as Exhibit A, with respect to Covid-19 costs incurred by the City	Exhibit 2 Appendix 2
2020-064	Authorize the execution of Amendment #2 of the Construction Contract between City and Morris-Shea Bridge Company to further modify understandings of parties on retaining wall project at Fields 3 and 4 of the Athletic Complex	Exhibit 3, Appendix 3
2020-065	Rescind the award of bid at the April 27, 2020, meeting for City to purchase interlocking blocks required for retaining wall between Fields 3 & 4 at the Athletic Complex	Exhibit 4
2020-066	Appoint Steven Boone, Trustee of the Amended and Restated Section 115 Trust Agreement (Resolution No. 2015-023 adopted February 9, 2015), to act for and on behalf of the City Council subject to the provisions specified in the	Exhibit 5

aforementioned Trust Agreement

2020-067	“Employee Handbook” amended to include the “Zero Tolerance Policy for Sex Buying and Sex Trafficking” policy	Exhibit 6, Appendix 4
2020-068	Authorize the purchase and installation of a memorial bench and plaque at the corner of Canterbury Road and Culver Road from the donation pledged by Mr. J. H. Whyte and his mother	Exhibit 7, Appendix 5
2020-069	Authorize the execution of a Community Development Block Grant Program Cooperative Agreement Resolution	Exhibit 8, Appendix 6
2020-070	Authorize City Manager to proceed with the deep milling and repaving of a section of Smyer Road to remediate the existing pavement fractures and cracks	Exhibit 9, Appendix 7
2020-071	Approve the municipal parks re-opening plan effective May 13, 2020	Exhibit 10, Appendix 8

Thereupon, the foregoing minutes and resolutions were introduced by Council President Smith and a motion for their immediate adoption made by Council member Black. The minutes and resolutions were then considered by the City Council. Council member Womack seconded the motion to adopt the foregoing minutes and resolutions. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia Smith, Council President
William S. Pritchard III, Council President Pro Tempore
Philip E. Black
Lloyd C. Shelton
Alice B. Womack

Nays: None

Abstained: None

Council President Smith thereupon declared that said minutes and resolutions (Nos. 2020-062 through 2020-071) were adopted by a vote of 5—0 and as evidence thereof she signed the same.

2. CONSIDERATION OF AN ORDINANCE (NO. 2066) TO LEVY AD VALOREM TAXES FOR THE CITY OF MOUNTAIN BROOK, ALABAMA, FOR THE TAX UYEAR COMMENCING OCTOBER 1, 2020 (EXHIBIT 11)

The ordinance was introduced in writing by Council President Smith who then invited comments. There being no comments or questions, President Smith called for a motion. Council President Pro Tempore Pritchard made a motion that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended, and that unanimous consent to the immediate consideration of said ordinance is given and that the reading of the ordinance at length be waived. The motion was seconded by Council member Black. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith
William S. Pritchard, III
Philip E. Black
Lloyd C. Shelton
Alice B. Womack

Nays: None

The Council President Smith declared the motion passed by a vote of 5—0.

After said ordinance had been considered in full by the Council, Council President Pro Tempore Pritchard moved for the adoption of said ordinance. The motion was seconded by Council member Shelton. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith
William S. Pritchard, III
Philip E. Black
Lloyd C. Shelton
Alice B. Womack

Nays: None

The Council President Smith declared that the said ordinance (No. 2066) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

3. CONSIDERATION OF AN ORDINANCE (NO. 2067) TEMPORARY MODIFICATION OF SIDEWALK RESTAURANT DINING REGULATIONS (EXHIBIT 12)

The ordinance was introduced in writing by Council President Smith who then invited comments. There being no comments or questions, President Smith called for a motion. Council member Womack made a motion that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended, and that unanimous consent to the immediate consideration of said ordinance is given and that the reading of the ordinance at length be waived. The motion was seconded by Council President Pro Tempore Pritchard. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith
William S. Pritchard, III
Philip E. Black
Lloyd C. Shelton
Alice B. Womack

Nays: None

The Council President Smith declared the motion passed by a vote of 5—0.

After said ordinance had been considered in full by the Council, Council member Black moved for the adoption of said ordinance. The motion was seconded by Council member Womack. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith
William S. Pritchard, III
Philip E. Black
Lloyd C. Shelton
Alice B. Womack

Nays: None

The Council President Smith declared that the said ordinance (No. 2068) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

4. ANNOUNCEMENTS

The next regular meeting of the City Council will be May 13, 2020, at 6:00 p.m. with the location and means to be determined and announced at a later date.

5. ADJOURNEMENT

There being no further business or matters for discussion, Council President Smith adjourned the meeting at approximately 7:40 p.m.

6. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the regular meeting of the City Council of the City of Mountain Brook, Alabama by Internet teleconference on May 11, 2020, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that a quorum was present.

City Clerk
Approved by City Council May 26, 2020

EXHIBIT 1**RESOLUTION NO. 2020-062**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes either the Mayor or City Manager to execute a Contractor Agreement between the City and Wright Construction Company, in the form as attached hereto as Exhibit A, with respect to the sidewalk extension along South Brookwood Road.

APPENDIX 1**EXHIBIT 2****RESOLUTION NO. 2020-063**

BE IT RESOLVED that the City Council hereby authorizes the execution of an Alabama Emergency Management Agency State-Local Disaster Assistance Agreement, in the form as attached hereto as Exhibit A, with respect to Covid-19 costs incurred by the City.

APPENDIX 2**EXHIBIT 3****RESOLUTION NO. 2020-064**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the execution of Amendment #2 of the Construction Contract (#C-20190625-523) between City and Morris-Shea Bridge Company, in the form as attached hereto as Exhibit A, to further modify understandings of parties on retaining wall project at Fields 3 and 4 of the Athletic Complex.

APPENDIX 3

**MINUTES OF THE SPECIAL OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
MAY 13, 2020**

[Pursuant to a proclamation issued by Governor Kay Ivey on March 18, 2020, elected officials are allowed to deliberate remotely by means of Internet or telephone conference and the public was invited to listen to, observe, or participate in the meeting by such means.]

The City Council of the City of Mountain Brook, Alabama met in public session by way of Internet teleconference at 6:00 p.m. on the 13th day of May, 2020. The Council President called the meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President
William S. Pritchard III, Council President Pro Tempore
Philip E. Black
Lloyd C. Shelton
Alice B. Womack

Absent: Stewart Welch III, Mayor

Also present were City Attorney Whit Colvin, City Manager Sam Gaston, and City Clerk Steven Boone.

The Council President stated that a quorum was present and that the meeting was open for the transaction of business

1. CONSIDERATION OF AN ORDINANCE (NO. 2068) ESTABLISHING TIME RESTRICTIONS FOR SELECTED ON-STREET PUBLIC PARKING IN VARIOUS VILLAGES OF THE CITY TO FACILITATE TAKE OUT RESTAURANT AND CURB-SIDE RETAIL SERVICE (EXHIBIT 1, APPENDIX 1)

The ordinance was introduced in writing by Council President Smith who then invited comments.

Dana Hazen, City Planner:

- The proposal is being considered in an effort to assist restaurants and merchants by providing additional short-term parking to facilitate curbside pick-up service and to better protect public health
- Parking spaces will be temporarily marked and can be relocated, if desired
- The parking spaces will generally be located in the middle of block as opposed to the end to minimize patrons from walking up and down the block to access their pick-up and to be easier to find by motorists
- Violations shall generally be \$25 and there is a provision for an increasing fine for repeat offenders

There being no comments or questions, President Smith called for a motion. Council member Black made a motion that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended, and that unanimous consent to the immediate consideration of said ordinance is given and that the reading of the ordinance at length be waived. The motion was seconded by Council member Womack. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith
 William S. Pritchard, III
 Philip E. Black
 Lloyd C. Shelton
 Alice B. Womack

Nays: None

The Council President Smith declared the motion passed by a vote of 5—0.

After said ordinance had been considered in full by the Council, Council member Shelton moved for the adoption of said ordinance. The motion was seconded by Council member Black. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith
 William S. Pritchard, III
 Philip E. Black
 Lloyd C. Shelton
 Alice B. Womack

Nays: None

The Council President Smith declared that the said ordinance (No. 2068) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

2. CONSIDERATION OF A RESOLUTION (NO. 2020-072) AWARDING THE BID FOR IMPROVEMENTS AT THE ATHLETIC COMPLEX (FIELDS 3 THROUGH 7) (EXHIBIT 2, APPENDIX 2)

The resolution was introduced in writing by Council President Smith who then invited comments.

Council President Pro Tempore Pritchard:

- This is a time sensitive project as the work needs to be completed before school resumes in August
- Fields 3-6 will be paid by the City and Field 7 by the Board of Education
- The bids came in where the architects projected
- The low bid was submitted by Morris-Shea Bridge Co., who has done similar projects for the City
- If awarded, the next step will be to finalize the contract and hopefully have executed before the end of May

There being no comments or questions, President Smith called for a motion. Council President Pro Tempore Pritchard made a motion for adoption of the resolution. The motion was seconded by Council member Black. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith
 William S. Pritchard, III
 Philip E. Black
 Lloyd C. Shelton
 Alice B. Womack

Nays: None

The Council President Smith declared that the said resolution (No. 2020-072) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

3. ANNOUNCEMENTS

The next regular meeting of the City Council will be Tuesday, May 26, 2020, at 7:00 p.m. with the location and means to be determined and announced at a later date.

4. ADJOURNEMENT

There being no further business or matters for discussion, Council President Smith adjourned the meeting at approximately 7:10 p.m.

5. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the regular meeting of the City Council of the City of Mountain Brook, Alabama by Internet teleconference on May 13, 2020, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that a quorum was present.

City Clerk
Approved by City Council May 26, 2020

EXHIBIT 1**ORDINANCE NO. 2068**

**AN ORDINANCE ESTABLISHING TIME RESTRICTIONS FOR THE
ON-STREET PUBLIC PARKING LOCATED IN MOUNTAIN BROOK,
CRESTLINE AND ENGLISH VILLAGES**

WHEREAS, the City of Mountain Brook has been operating under a State of Emergency issued by the Governor of the State of Alabama and the City of Mountain Brook due to the COVID-19 pandemic; and

WHEREAS, COVID-19 is a highly contagious communicable disease spread by contact between people and activities of residents and patrons of City businesses have been restricted so as to minimize such contact through “social distancing”; and

WHEREAS, while COVID-19 impacts people of all ages, from children to the elderly, the greatest impact, in terms of severity, has been to the elderly and those with underlying medical conditions; and

WHEREAS, on this date, by order of the Governor and State Health Officials, the restrictions that were in place are being eased to permit the operation of most commercial establishments, including restaurants which, prior to today, had been restricted to “take out only” operation; and

WHEREAS, while most establishments may resume operation under careful social distancing guidelines, contactless commercial transactions remain the safest and most effective way to effectuate the social distancing, which is still believed to be necessary to manage the spread of COVID-19; and

WHEREAS, most of the City’s commercial enterprises in its historic villages are without dedicated private parking and rely on shared public parking to support operations; and

WHEREAS, in order to facilitate the use of “take out” services for restaurants and contactless “pick up” of other commercial goods, the City wishes to provide a parking zone on each block in Mountain Brook Village and Crestline Village for contactless delivery of services so those who want to utilize the services of commercial operations in those areas but want to maintain social distancing through contactless delivery will have a place to do so; and

RESOLUTION NO. 2020-073

2020 “BACK TO SCHOOL” SALES TAX HOLIDAY

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that beginning at 12:01 a.m. on Friday, July 17, 2020, and ending at twelve midnight on Sunday, July 19, 2020, the City of Mountain Brook will exempt certain school supplies, computers, and clothing from municipal sales or use tax. Said sales and use tax exemption shall conform with respect to the time period, terms and conditions, and definitions as provided for the “State of Alabama Sales Tax Holiday”.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Clerk is hereby instructed to send a certified copy of this resolution to the Alabama Department of Revenue, Attention: Laura Reese, Sales, Use & Business Tax Division, Post Office Box 327900, Montgomery, Alabama 36132-7900 (laura.reese@revenue.alabama.gov) as required by Sales Tax Holiday Rule 810-6-3-.65 and Code of Alabama 1975, §11-51-210(e).

ADOPTED: This 26th day of May, 2020.

Council President

APPROVED: This 26th day of May, 2020.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on May 26, 2020, as same appears in the minutes of record of said meeting.

City Clerk



State of Alabama Department of Revenue

(www.revenue.alabama.gov)
50 North Ripley Street
Montgomery, Alabama 36132

April 27, 2020

2020 “Back-to-School” Sales Tax Holiday July 17-19, 2020

Deadline to notify ADOR: June 17, 2020

The 2020 “Back-to-School” Sales Tax Holiday begins at 12:01 a.m. on Friday, July 17, 2020, and ends at twelve midnight on Sunday, July 19, 2020. As required by Rule 810-6-3-.65, a participating county or municipality shall submit a certified copy of their adopted resolution or ordinance providing for the Sales Tax Holiday, and any subsequent amendments thereof, to the Alabama Department of Revenue before June 17, 2020. The Department will compile this information into a list of all counties and municipalities participating in the “Back-to-School” Sales Tax Holiday and issue a current publication of the list on its website at: <https://revenue.alabama.gov/sales-use/sales-tax-holidays/>. Notification of participation in the sales tax holiday may not be included in the published list if received after June 17, 2020.

Retail businesses and the public need to know whether or not your locality will participate in the 2020 “Back-to-School” Sales Tax Holiday. Please put it on your calendar to discuss and vote on this matter soon and notify the ADOR of the decision.

IMPORTANT

RESPONSE REQUIRED

IMPORTANT

Participating? Send a certified copy of any resolution, ordinance, or amendment adopted by your locality.

Not Participating? Send an email, fax or letter (with signature line) stating: “The (City/Town/County) of _____ will not be participating in the 2020 Back-to-School Sales tax holiday.” It is important that you inform us of that fact, otherwise, retailers and the public wonder if you are participating and forgot to notify the Department of Revenue.

Retailers and the public rely on the list provided by the Department of Revenue and the Department cannot post a locality’s participation status based on assumption; notification of nonparticipation or a copy of the resolution/ordinance from the locality is required.

Notification can be faxed, mailed or emailed:

FAX: 334-242-8916

MAIL: ALABAMA DEPARTMENT OF REVENUE
ATTN: Laura Reese
Sales & Use Tax Division
Post Office Box 327900
Montgomery, Alabama 36132-7900

EMAIL: laura.reese@revenue.alabama.gov

QUESTIONS: 334-242-1443

RESOLUTION NO. 2020-074

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes either the Mayor or City Manager to accept the building services proposal submitted by Williamson & Associates, Inc., in the form as attached hereto as Exhibit A, with respect to the library flat EDPM roof replacement construction services (development of plans and specifications, preparation or bid documents, bidder pre-qualification and selection, and contract administration).

ADOPTED: This 26th day of May, 2020.

Council President

APPROVED: This 26th day of May, 2020.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on May 26, 2020, as same appears in the minutes of record of said meeting.

City Clerk



Steve Boone <boones@mtnbrook.org>

RE: Emmet O'Neal Library - W&A Proposal - Additional Request

1 message

Sonny Crowe <s-crowe@williamsonassoc.com>

Fri, May 15, 2020 at 9:05 AM

To: Steve Stine <sstine@bishopcolvin.com>, "boones@mtnbrook.org" <boones@mtnbrook.org>

Cc: Mike Allen <m-allen@williamsonassoc.com>, Sam Gaston <gastons@mtnbrook.org>, Lindsay Gardner <lgardner@eolib.org>

Steve:

Requested modification is acceptable. We provide insurance certificates regardless, but the attached 5/15/20 document reflects your requested change. If approved by the City, we just need a signed copy of the proposal. The updated proposal includes my signature as a company officer.

We're ready to start when authorized. Thanks for the opportunity.

Regards,

W. G. "Sonny" Crowe

Vice President

Williamson & Associates, Inc.

6100 Lake Forrest Drive, Suite 375

Atlanta, GA 30328

(O) 404-256-2388; (F) 404-256-1457; (C) 404-580-7711

(Email) s-crowe@williamsonassoc.com

From: Steve Stine <sstine@bishopcolvin.com>**Sent:** Thursday, May 14, 2020 6:07 PM**To:** Sonny Crowe <s-crowe@williamsonassoc.com>; boones@mtnbrook.org**Cc:** Mike Allen <m-allen@williamsonassoc.com>; Sam Gaston <gastons@mtnbrook.org>; Lindsay Gardner <lgardner@eolib.org>**Subject:** RE: Emmet O'Neal Library - W&A Proposal - Additional Request

Thanks Sonny. The City has reviewed W&A's May 14 proposal and wants to retain your firm for the Project.

Regarding Insurance, we ask that, before W&A starts its work, it furnish the City a certificate evidencing the different policies and naming the City as an additional insured on your general liability policy. I failed to include this customary requirement when I revised your first draft. Could you please change Section 6 of the Terms & Conditions to read as follows:?

6. Insurance: After this Proposal is executed and throughout the period of the Project, Consultant shall maintain: a) Commercial General Liability insurance in the amount of not less than \$1,000,000.00 for any one occurrence, b) Worker's Compensation insurance in amounts established by law, and c) Professional Liability Insurance in the amount of not less than \$1,000,000.00. Consultant may satisfy its insurance obligations hereunder through a combination of primary, umbrella and excess policies. Before commencing Services, Consultant shall provide Client a certificate(s) of insurance evidencing compliance with the requirements in this section. The certificate shall name the City of Mountain Brook, Alabama as an additional insured on the Comprehensive General Liability policy, and any applicable umbrella and excess policies.

Assuming this minor tweak is acceptable, could you please make this change and then resend us what I trust will be the Final version? After we receive that, the Proposal will be submitted to the City Council for its approval at its upcoming, May 25 meeting. The Mayor will execute it following that meeting and Mr. Boone then will return it to you for your signature.

Steve Stine

1910 First Avenue North

Birmingham, Alabama 35203

Phone : (205) 251-2881

Fax : (205) 254-3987

Email: [sstine@bishopcolvin.com](mailto:ssstine@bishopcolvin.com)



From: Sonny Crowe [mailto:s-crowe@williamsonassoc.com]
Sent: Thursday, May 14, 2020 8:51 AM
To: Steve Stine; boones@mtnbrook.org
Cc: Mike Allen
Subject: Emmet O'Neal Library - W&A Proposal

Gentlemen:

Please find attached W&A's updated proposal in response to comments received from The City of Mountain Brook and our telephone conversation last week. I have included redlines tracking changes to the document, and incorporated those changes into a new proposal dated May 14, 2020. Please review and confirm acceptance.

Once approved by the City, our services may be authorized by returning a signed copy of the Proposal to my attention. Thank you for working with us to adjust the scope of services to meet your needs. We look forward to assisting you on this project.

Regards,

W. G. "Sonny" Crowe

Vice President

Williamson & Associates, Inc.

6100 Lake Forrest Drive, Suite 375

Atlanta, GA 30328

(O) 404-256-2388; (F) 404-256-1457; (C) 404-580-7711

(Email) s-crowe@williamsonassoc.com

 **Emmet O'Neal Library.WA.prop.051520.pdf**
205K



Williamson & Associates, Inc.
Building Exterior Consultants

6100 Lake Forrest Drive, Suite 375
Atlanta, Georgia 30328
Office: (404) 256-2388
Fax: (404) 256-1457

May 15, 2020

Ms. Lindsay Gardner
Library Director
Emmet O'Neal Library
50 Oak Street
Mountain Brook, AL 35213
Office: 1-205-445-1192
Mobile: 1-334-216-9464
Email: lgardner@colib.org

**RE: Proposal for Roof Consulting Services
Emmet O'Neal Library
Mountain Brook, AL
W&A: 20-00377.1**

Dear Ms. Gardner:

Williamson & Associates (W&A or Consultant) is pleased to have this opportunity to submit a proposal for our Building Exterior Consulting Services. W&A is a professional consulting firm with over 25 years' experience specializing in construction technology with a primary focus on the water tightness and durability of building exteriors.

The purpose of our services in this instance is for a full range of customary professional consulting services ("Services") on a project to re-roof the existing low sloped EPDM roofing on the Emmet O'Neal Library building (Library) in Mountain Brook, Alabama (Project). We understand that Client will use a competitive bid process to select a contractor (Contractor) who will perform operations needed to address and resolve leakage through the aging roof system at the Library. The Services to be provided for the City of Mountain Brook, Alabama, on behalf of the Emmet O'Neal Library (Client), include the following:

1. Phase 1 – Construction Documents: prepare bid documents
2. Phase 2 – Bidding: assist Client to select Contractor
3. Phase 3 – Contract Administration

This letter presents Services proposed for the above referenced Project. A description of each scope of service, support required, basis of compensation, and a request for written authorization to proceed is included.

PROJECT

The subject roof at the Library needing replacement consists of EPDM roofing of approximately 10,000 SF, with rooftop equipment located at various points on the roof.

SCOPE OF SERVICES

W& A will provide roofing consulting services for the Project as follows:

Construction Document Phase

Williamson & Associates will provide a Project manual containing Client provided Construction Contract and other front end documents, summary of work, a key roof plan drawing, detail sketches and technical specifications applicable for the Project to define the scope of work for the roof replacement. These Documents will be used for the bidding and re-roofing of the building. Once developed, W&A will provide a draft copy of the Project manual for the Client's review and comments prior to bidding the Project

During this Phase we will visit the property to document existing conditions necessary to develop bid documents. This will require access to the roof during normal working hours. During this review of the roof, we may elect to cut some cores in the existing roof to determine the exact composition of the existing roof; the cores, if made, will be repaired (patched) with EPDM self-adhered membrane strips, before leaving the premises. If existing drawings are available, we request that Client provide a copy set (PDF or hard copy) of them for our use in this Phase of our work.

Bidding Phase

Services to be provided by W&A in this Phase relate to the selection of a qualified, responsible contractor to whom the construction contract will be awarded. This work includes the pre-qualification of bidders as contemplated by Alabama law. Also, in this Phase W&A will attend and conduct a mandatory, onsite pre-bid meeting for the Project; answer bidder questions (technical); draft any addenda to bid documents needed to clarify questions about the Project manual; review pre-qualification submissions and help determine which contractors will be eligible to submit bids; and review bids to assist Client determine the lowest qualified responsive and responsible bidder.

Contract Administration Phase

During this Phase, in general W&A will provide work reasonably needed to determine whether construction and operations by Contractor are proceeding in a manner consistent with the Construction Documents. Services in this Phase will include the following: conduct a pre-installation meeting, observation and inspection of the Contractor's work at the Library; as needed, periodic consultations or meetings with the Contractor to discuss and resolve any issues related to completion of the field work; approval of progress payments (if any) payable to Contractor under Client's construction contract with it; and assistance to the Client in evaluating and processing any change orders (if appropriate) to the construction contract with Contractor.

Unless otherwise agreed, W&A will perform not less than 3 field inspections of Contractor's work on the Project Site during this Phase.

At the conclusion of the Project, W&A will provide the following: certifying that Contractor has successfully completed its operations per the Construction Documents; certifying final payment to Contractor; obtaining a set of as-built drawings from Contractor for the benefit of Client; and assisting Client secure from Contractor any other deliverables that are customarily provided to owners on public works projects.

COMPENSATION

Professional Services

We propose the following fees for its professional services that we perform during the above Phases:

1. Construction Documents	(Lump Sum)	\$6,000.00
2. Bidding	(Lump Sum)	\$3,000.00
3. Contract Administration	(Lump Sum)	\$15,000.00

Lump sum fees include all time and expenses required to complete Consultant’s scope of services. W&A shall invoice Client on a monthly basis for consulting services completed to date. Payment terms are 30 days after receipt of invoice. Client may terminate this agreement with W&A at any time after any particular Phase(s) is completed.

If the parties agree for W&A to provide Services other than those contemplated above for the Project, we will bill and shall be compensated for that additional work at hourly rates set forth on the Professional Consulting Time section of the attached W&A Schedule of Standard Fees, or on any other agreed basis.

Additional Services Fees

Professional Consulting Time:

- \$150/hr. for Project Principal
- \$135/hr. for Senior Associate
- \$120/hr. for Associate
- \$70/hr. for Clerical

Expenses and Per Diems:

- Reimbursables at cost plus 10%.
- \$50/day for project sites more than 50 miles outside of home cities.

Should additional site visits be requested, budget \$2,500/visit.

SCHEDULING INFORMATION

We estimate 3-4 weeks to develop the Construction Documents to be included in the Project Manual. Thereafter, the parties will consult and agree on the schedule for Services related to selection of the Contractor (including dates for pre-qualifying bidders, publishing the Project Manual, soliciting bids, the mandatory pre-bid meeting and other aspects of the selection process) and work by W&A in other Phases of the Project.

AUTHORIZATION

You may confirm your acceptance of Scope of Services, fees and other terms in this Proposal by executing the acceptance block below and returning a copy of it to us. The attachments titled “Terms and Conditions for Professional Services” and W&A Schedule of Standard Fees are part of this Proposal and will apply with respect to the Services you authorize.

We appreciate this opportunity to submit this Proposal and look forward working with you. Thank you for your time and consideration.

Sincerely,

WILLIAMSON & ASSOCIATES, INC.



W. G. “Sonny” Crowe
Vice President

Attached: Terms and Conditions

Cc: Mr. Steve Boone (boones@mtnbrook.org)
 Mr. Steve Stine ([sstine@bishopcolvin.com](mailto:ssstine@bishopcolvin.com))
 Mr. Mike Allen (m-allen@williamsonassoc.com)

Accepted for:

Accepted by: _____
(Signature)

(Printed Name and Title)

(Date)

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

1. **Services:** The Consultant agrees to perform for Client the services listed. Such services are hereinafter referred to as "Services." Client agrees that Consultant shall have ready access to Client's staff and resources as necessary to perform the Consultant's services provided for by this contract.
2. **Performance:** Consultant represents to Client that the services to be delivered or rendered hereunder will be the kind and quality designated and will be performed by qualified personnel. Consultant shall perform its services, to the level of competency presently maintained by other practicing professional consultants in the same type of work in the same community, at the same site and under the same or similar conditions. Consultant makes no other representations or warranties, whether ex-pressed or implied, with respect to the services rendered hereunder.
3. **Staff:** Consultant is an independent contractor and neither Consultant nor Consultant's staff is or shall be deemed to be employed by Client. Client is hereby contracting with Consultant for the services described and Consultant reserves the right to determine the method, manner and means by which the services will be performed.
4. **Payment for Services:** Client agrees to pay Consultant amounts agreed to upon receipt of proper invoices for Services.
5. **Confidential Information:** Each party to this Agreement shall not disclose to any non-party to the Agreement, any confidential information of Such Other Party. Confidential information is information which relates to Such Other Party's research, development, trade secrets or business affairs, but does not include information which is generally known or easily ascertainable by non-parties of ordinary skill. Consultant hereby acknowledges that during the performance of this contract, the Consultant may learn or receive confidential Client information and therefore Consultant hereby con-firms that all such information relating to the Client's business will be kept confidential by the Consultant. This section shall not apply to information in whatever form that comes into the public do-main, nor shall it restrict the Consultant from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Consultant to defend itself from any suit or claim.
6. **Insurance:** After this Proposal is executed and throughout the period of the Project, Consultant shall maintain: a) Commercial General Liability insurance in the amount of not less than \$1,000,000.00 for any one occurrence, b) Worker's Compensation insurance in amounts established by law, and c) Professional Liability Insurance in the amount of not less than \$1,000,000.00. Consultant may satisfy its insurance obligations hereunder through a combination of primary, umbrella and excess policies. Before commencing Services, Consultant shall provide Client a certificate(s) of insurance evidencing compliance with the requirements in this section. The certificate shall name the City of Mountain Brook, Alabama as an additional insured on the Comprehensive General Liability policy, and any applicable umbrella and excess policies.
7. **Indemnification:** Consultant agrees to indemnify and hold Client, and its officers, employees, and agents, from and against liability for all claims, losses, damages, and expenses, including reasonable attorney fees(collectively Claims), to the extent such Claims are caused by the Consultant's negligent acts, errors, or omissions in performing its Services for the Project. This indemnification obligation does not extend to Claims resulting from the negligence or willful misconduct of Client and its employees or agents.

8. Dispute Resolution: The representatives of each party who administer this agreement will use their good faith efforts to resolve any dispute, controversy or claim between them arising from the interpretation, enforcement or failure of either party to perform their respective obligations thereunder (Dispute). If those Representatives are unable to amicably resolve a Dispute, it will be escalated to the senior manager/official level of each party for consideration. If the Dispute cannot be resolved at the senior official level, the dispute resolution mechanism for any claim between the parties shall be litigation in a court with competent jurisdiction that is located in Jefferson County, Alabama.

Notwithstanding, prior to the initiation of any legal proceedings concerning a Dispute for which the amount in controversy exceeds \$15,000 in value, the parties agree to submit such controversy to non-binding mediation. Such mediation shall be conducted in Jefferson County utilizing the services of a mutually agreed mediator (or a mediator selected under the rules of the American Arbitration Association if the parties are unable to agree on such person). The party seeking to initiate mediation shall do so by submitting a formal, written request to the other party. This obligations in this section shall survive completion or termination of the agreement, but under no circumstances shall either party request mediation of any claim or dispute arising out of this Agreement that is required hereunder after such period of time as would normally bar the initiation of legal proceedings to litigate such Dispute under the laws of the State of Alabama.

9. Complete Agreement: This agreement contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Consultant by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof.

10. Assignment: This Agreement may not be assigned by either party without the prior written consent of the other party.

11. Documents: All documents prepared by Consultant are instruments of Consultant's professional service, and Consultant shall retain ownership and property interest therein. Reuse or modification of any documents by Client, without Consultant's written permission, shall be at Client's sole risk. Further, Client agrees to waive any claim against Consultant resulting from the use of them by it or by others acting through Client for purposes other than the Project contemplated herein. Notwithstanding, Consultant grants Client a perpetual license to reproduce and distribute the instruments of service generated for the contemplated Project to third parties or otherwise use them for all purposes related to this Project.

12. Construction Cost: Any opinions or estimates of probable construction cost by Consultant are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. Consultant does not guarantee that proposals, bids, or actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.

13. Construction Administration Phase Services: When construction phase services are included in the agreement, Consultant will provide personnel to determine in general whether construction is proceeding in a manner consistent with the Construction Documents. Consultant is not responsible for the means, methods, techniques, sequencing or procedures of construction the Project, or for safety precautions or programs in connection with it.

14. Termination: This Agreement may be terminated by either party by giving written notice to the other. If the Agreement is terminated, the Consultant shall be paid for all work performed prior to the notice. If Client does not make timely payments, it is cause for suspension of services.

15. Waiver of Consequential Damages. Except for Claims by City arising from Consultant's breach of its professional service warranty, Consultant and Client waive all Claims against each other for any special, incidental, consequential or indirect damages whatsoever of any description (including, without limitation, damages for lost business, profit, advantage, lost opportunity, loss of savings or revenues. Lost productivity or for increased cost of operations) arising out of or related to the failure by either of them to perform their respective obligations to the other under this agreement.

16. Applicable Law. The meaning, legal effect, and enforcement of terms and provisions of the agreement shall be governed by the laws of the State of Alabama, except to the extent otherwise required by applicable conflict-of-law principles.

17. Immigration Law Compliance. Consultant represents and warrants that (a) it does not knowingly employ, hire for employment, or continue to employ an "unauthorized alien," as defined by the *Beason-Hammon Alabama Taxpayer and Citizen Protection Act*, Act No. 2011-535 (H. B. 56), as amended from time to time (the "Act") and that, during the performance of this Agreement, it shall participate in the E-Verify program as required under the terms of the Act; (b) it will comply with all applicable provisions of the Act with respect to its contractors by entering into an agreement with or by obtaining an affidavit from such contractors providing that such contractors are in compliance with the Act with respect to their participation in the E-verify program; and (c) it shall not hire, retain or contract with any contractor that it knows is not in compliance with the Act. Consultant further agrees and warrants that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, in its hiring and employment practices, and that if it receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the Project, jobsite or premises of the Client and shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If Consultant violates any term of this paragraph, this agreement will be subject to immediate termination by the Client. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold harmless the Client from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Consultant's failure to fulfill its obligations in this paragraph.

RESOLUTION NO. 2020-075

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes either the Mayor or City Manager to execute a Synthetic Turf Project Implementation Agreement, in the form as attached hereto as Exhibit A, between the City and Board of Education with respect to improvements of Fields 3 through 7 at the Athletic Complex.

ADOPTED: This 26th day of May, 2020.

Council President

APPROVED: This 26th day of May, 2020.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on May 26, 2020, as same appears in the minutes of record of said meeting.

City Clerk

Synthetic Turf Project Implementation Agreement

This **Synthetic Turf Project Implementation Agreement** (“Agreement”) is hereby entered between the **City of Mountain Brook Board of Education** (“BOE”) and the **City of Mountain Brook, Alabama** (“City”) effective as of the last day signed below by either of them. The BOE and City may individually be referenced herein as a “Party” or collectively as “Parties.”

WHEREAS, pursuant to that certain Agreement between the City and the firm of Goodwyn, Mills, and Cawood, Inc. (“Architect”) entered on or about November 25, 2019 (“Professional Services Agreement”), Architect previously was retained to perform design professional services related to improvements at various recreational areas in the City;

WHEREAS, the BOE owns a multi-field athletic complex that is used for educational purposes by students attending its schools and is located at or the vicinity of Mountain Brook High School at 3698 Bethune Drive, Mountain Brook, Alabama 35223 (“Athletic Complex”);

WHEREAS, in addition to educational uses, the fields and associated facilities at the Athletic Complex are also used for recreational purposes by citizens of the City;

WHEREAS, among the undertakings of the Architect in the Professional Services Agreement was the design of a project to install synthetic playing turf, lighting, drainage, fencing and make other related improvements on or about Fields 3-7 at the Athletic Complex (“Project”);

WHEREAS, subsequent to performing the design services on the Project, Architect was authorized to perform additional services on it related to bidding and contract administration;

WHEREAS, because the BOE is the owner of the Athletic Complex, on or about April 10, 2020, it advertised for bids to select a qualified general contractor (“Contractor”) to construct the improvements for the Project;

WHEREAS, at the time of that advertisement, the Architect, acting on behalf of the BOE, published a Project Manual that, among other documents, included Project Plans and construction specifications, the Construction Contract, General Conditions of the Contract, and various bidding documents (“Project Manual”);

WHEREAS, utilizing the competitive bid process contemplated in the Project Manual, a determination has been made that Morris Shea Bridge Company, Inc. (“Shea”) has submitted the lowest responsible bid to construct the Project;

WHEREAS, the City and its citizens significantly will benefit when the improvements contemplated in the Project are completed; and

WHEREAS, accordingly, the Parties desire to enter into this Agreement by which, notwithstanding that the BOE will contract with Shea for it to perform the Work specified in Project Manual, the City assume and perform the responsibilities of the Owner during the implementation phase of the Project, including, but not limited to, compensating Shea for the Work per the provisions of the Construction Contract.

WITNESSETH

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the BOE and City agree as follows:

1. Following the execution of the Construction Contract for the Project by the BOE and Shea, the City will assume and perform the responsibilities of the Owner that are set forth in that Contract relating to implementation, administration and close-out of the Work. These responsibilities include, but are not limited to, the following:

- a. Compensate Shea for the Contract Sum; and
- b. Make progress payments, consider potential Contract Change Orders, help resolve disputes, and take other actions required or contemplated by the Owner in the General Conditions of the Contract or other Contract Documents.

2. The Parties intend that, during the implementation phase of the Project and notwithstanding any prior agreement to the contrary, the following understandings will apply:

- a. Shea will perform its responsibilities owed to the Owner for the Project under the Construction Contract;
- b. Architect will continue to perform its obligations related to the Project that are owed by it to the City pursuant to the Professional Services Agreement; and
- c. Shea and the Architect will interact with a City representative(s) on implantation matters related to the Project instead of dealing directly with a BOE representative(s).

(collectively, "Understandings"). The Architect and Shea indicate their concurrence and agreement with these Understandings in this Section by executing this Agreement below.

3. Except as specified herein, the defined terms used in this Agreement have the same meaning set forth in the Contract Documents for the Project.

4. The signatories to this Agreement may execute it in counterparts, each of which when so executed shall be deemed to be a complete original. An electronic or facsimile copy of the executed Agreement or counterpart shall be deemed, and shall have the same legal force and effect as an original document.

Whereas, the undersigned, duly authorized representatives of the Parties, Shea and Architect execute this Agreement on behalf of their respective organization on the date(s) shown below.

CITY OF MOUNTAIN BROOK, ALABAMA

By: _____

Its: Mayor

Date: _____

CITY OF MOUNTAIN BROOK BOARD OF EDUCATION

By: _____

Its: Superintendent

Date: _____

Concurrence of Morris Shea Bridge Company, Inc. to Understandings in Section 2

By: _____

Its: _____

Date: _____

Concurrence of Goodwyn, Mills and Cawood, Inc. to Understandings in Section 2

By: _____

Its: _____

Date: _____

(1) Do not staple this form and/or attachments;
use clips. Print single-sided; do not submit
double-side printed documents.

DCM (BC) Project No. 2020245

CONSTRUCTION CONTRACT

Numbers in margin correspond to "Checklist", DCM Form B-7

- (2) This Construction Contract is entered into this 18th day of May in the year of 2020
- (3) between the **OWNER(s)**, City of Mountain Brook Board of Education
Entity Name(s): 32 Vine Street
Address(es): Mountain Brook, AL 35213
Email(s) & Phone #(s): 205-871-4608
barlowd@mtnbrook.k12.al.us
- (4) and the **CONTRACTOR**, Morris-Shea Bridge Company, Inc.
Company Name: 609 20th Street South
Address: Irondale, AL 35210
Email & Phone #: bshea@morrisshea.com
205-956-9518
- (5) for the **WORK** of the Project, identified as:
Construction of Synthetic Turf Fields for Youth Complex and Girls' Softball Field for the City of Mountain Brook and Mountain Brook Schools. GMC Proj. No. LBHM190024
- (6) The **CONTRACT DOCUMENTS** are dated April 10, 2020 and have been amended by
- (7) **ADDENDA**
Addendum No. 1 dated May 4, 2020
Addendum No. 2 dated May 7, 2020
- (8) The **ARCHITECT** is Goodwyn Mills and Cawood
Firm Name: 2660 Eastchase Lane, Suite 200
Address: Montgomery, AL 36117
Email & Phone #: john.bricken@gmcnetwork.com
334-271-3200
- (9) The **CONTRACT SUM** is One Million Seven Hundred Eighty Five Thousand Dollars (\$ 1,785,000.00) and is the sum of the Contractor's Base Bid for the Work and the following
- (10) **BID ALTERNATE PRICES:**
No alternates included in bid.
- (11) The **CONTRACT TIME** is One Hundred Twenty (120) calendar days.
THE OWNER AND THE CONTRACTOR AGREE AS FOLLOWS: The Contract Documents, as defined in the General Conditions of the Contract (DCM Form C-8), are incorporated herein by reference. The Contractor shall perform the Work in accordance with the Contract Documents. The Owner will pay and the Contractor will accept as full compensation for such performance of the Work, the Contract Sum subject to additions and deductions (including liquidated damages) as provided in the Contract Documents. The Work shall commence on a date to be specified in a Notice to Proceed issued by the Owner or the Director, Alabama Division of Construction Management, and shall then be substantially completed within the Contract Time.
- (12) **LIQUIDATED DAMAGES** for which the Contractor and its Surety (if any) shall be liable and may be required to pay the Owner in accordance with the Contract Documents shall be equal to six percent interest per annum on the total Contract Sum unless a dollar amount is stipulated in the following space, in which case liquidated damages shall be determined at Two Hundred dollars (\$ 200.00) per calendar day.

Numbers in margin correspond to "Checklist", DCM Form B-7

(13) **SPECIAL PROVISIONS** *(Special Provisions may be inserted here, such as Acceptance or Rejection of Unit Prices.)*

1. A copy of the Contractor's bid is attached to this Contract.
2. The Contractor agrees to work with the Owner to implement project cost savings due to the Owner's tax exempt status, as indicated in the Contract Documents, and as otherwise mutually agreed in writing.

(14) **STATE GENERAL CONTRACTOR'S LICENSE:** The Contractor does hereby certify that Contractor is currently licensed by the Alabama State Licensing Board for General Contractors and that the certificate for such license bears the following:

License No.: 48971
 Bid Limit: U
 Classification(s): H/RR-S: Bridges; H/RR-S: Concrete; H/RR-S: Pile Driving; H/RR-S: Steel Fabrication and Erection

The Owner and Contractor have entered into this Construction Contract as of the date first written above and have executed this Construction Contract in sufficient counterparts to enable each contracting party to have an originally executed Construction Contract each of which shall, without proof or accounting for the other counterparts, be deemed an original thereof.

The Owner does hereby certify that this Construction Contract was let in accordance with the provisions of Title 39, Code of Alabama 1975, as amended, and all other applicable provisions of law, and that the terms and commitments of this Construction Contract do not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26.

(15)

APPROVAL	CONTRACTING PARTIES
<p>ALABAMA STATE DEPARTMENT OF EDUCATION (SDE) <i>(Required for locally-funded, SDE projects.)</i></p> <p>By _____ State Superintendent of Education</p>	<p style="text-align: center;">Morris-Shea Bridge Company, Inc. _____ Contractor Company</p> <p>By _____ Signature</p> <p>Name & Title <u>Richard J. Shea, Jr., President</u></p> <p style="text-align: center;">City of Mountain Brook Board of Education _____ Owner Entity</p> <p>By _____ Signature</p> <p>Name(s) & Title(s) <u>Richard Barlow, Superintendent</u></p>

Signature/review flow: Contractor > Architect/Engineer (review only) > Owner > SDE. Following the State Superintendent's signature, SDE distributes the fully executed Contract to all parties and forwards a copy to the Alabama Division of Construction Management (DCM). Note: DCM does not sign locally-funded SDE project contract documents.

MORRIS-SHEA BRIDGE CO., INC.
609 20th Street South
Irondale, Alabama 35210

for. BSB
a/c

5/20/20
1:55 PM

PROPOSAL

YOUTH COMPLEX + GIRLS SOFTBALL FIELD

MORRIS-SHEA BRIDGE COMPANY, INC.
48971

PROPOSAL FORM

To: YOUTH COMPLEX & GIRLS SOFTBALL FIELD Date: 5/7/2020
MOUNTAIN BROOK, ALABAMA
(Awarding Authority)

In compliance with your Invitation for Bids and subject to all the conditions thereof, the undersigned,
MORRIS - SHEA BRIDGE COMPANY, INC.
(Legal Name of Bidder)

hereby proposes to furnish all labor and materials and perform all work required for the construction of
WORK: FIELD RENOVATION & CONSTRUCTION OF SYNTHETIC TURF FIELDS FOR YOUTH
COMPLEX AND GIRLS SOFTBALL FIELD
MOUNTAIN BROOK, ALABAMA

ABC PROJECT NO. 2020245

in accordance with Drawings and Specifications, dated April 10, 2020, prepared by
GOODWYN, MILLS AND CAWOOD, INC. (Architect's Project No. LBHM190024), Architect/Engineer.
The Bidder, which is organized and existing under the laws of the State of ALABAMA,
having its principal offices in the City of IRONDALE,
is: a Corporation a Partnership an Individual (other) _____

LISTING OF PARTNERS OR OFFICERS: If Bidder is a Partnership, list all partners and their addresses; if Bidder is a Corporation, list the names, titles, and business addresses of its officers:

- RICHARD SHEA, JR. - PRESIDENT 609 SOUTH 20TH STREET IRONDALE, AL 35210
- RICHARD SHEA, III - VICE PRESIDENT "
- STEPHEN SHEA - VICE PRESIDENT "
- CHARLES W. SHEA - SEC/TREASURER "
- ANDY JOINER - CFO "

BIDDER'S REPRESENTATION: The Bidder declares that it has examined the site of the Work, having become fully informed regarding all pertinent conditions, and that it has examined the Drawings and Specifications (including all Addenda received) for the Work and the other Bid and Contract Documents relative thereto, and that it has satisfied itself relative to the Work to be performed.

ADDENDA: The Bidder acknowledges receipt of Addenda Nos. 1 through 2 inclusively.

BASE BID: For construction complete as shown and specified, the sum of:

Bid Item: Field 7 Girls Softball Field & Associated Items

THREE HUNDRED THIRTY FIVE THOUSAND Dollars (\$ 335,000)

Bid Item: Fields 3,4,5,6 & Associated Items, Electrical Items, and all Pedestrian Lighting

ONE MILLION FOUR HUNDRED FIFTY THOUSAND Dollars (\$ 1,450,000)

BASE BID TOTAL

ONE MILLION SEVEN HUNDRED EIGHTY FIVE THOUSAND Dollars (\$ 1,785,000)

ALLOWANCES: See Spec Section "Allowances – 01020"

Provide a \$25,000 contingency allowance for unforeseen costs; allowance to be included in Base Bid price.

COMPLETION DATES: All Base Bid and any Alternate Work in the Contract shall commence on the earlier of either the date of the Owner's written "Notice To Proceed" or the Contractor's receipt of the fully executed Contract, and shall be "Substantially Complete" 120 days from Notice to Proceed.

NOTE THAT ALL WORK SHALL BE COORDINATED WITH THE OWNER, SO THAT MINIMAL DISTURBANCE OCCURS WHEN SCHOOL IS STILL IN SESSION; Refer to the Project Manual for restrictions to working on school testing dates.

NOTE THAT ALL SUBCONTRACTORS AND SUPPLIERS ARE SUBJECT TO APPROVAL BY THE OWNER.

UNIT PRICES: Refer to Attachment "A" to the Proposal

MAJOR SUBCONTRACTOR AND SUPPLIER LISTING: Refer to "Attachment B to Proposal Form" **(DUE along with Proposal Form on Bid Date, or at Contractor's option, turned in to the Owner within 24-hours after receipt of Bids, with a copy to the Architect).**

REMITTER MORRIS-SHEA BRIDGE COMPANY INC

PAY TO THE ORDER OF MOUNTAIN BROOK SCHOOLS EXACTLY **10,000 AND 00/100 DOLLARS

YOUTH COMPLEX & GIRLS SOFTBALL FIELD BID

⑈0000202682⑈ ⑆062006505⑆ 2000010⑈

Seavis 1st Bank Birmingham, Alabama 205-949-0302

Official Check 202682 Date: 5/05/20 Branch: 0001 \$10,000.00

Handwritten signature: Morris Shea

ACCOUNTING OF SALES TAX: Refer to "Attachment C to Pro (DUE along with Proposal F.

PERMIT FEE: Refer to "Attachment A to "S (Include in Base Bid)

IMMIGRATION STATUS VERIFICATION: Refer to "General Conditions" (DUE along with Proposal F. Executed E-VERIFY "Memora.

BID SECURITY: The undersigned agrees to enter into a Constr Performance and Payment Bonds and evidence of insurance within i stated in the Bid Documents, after the contract forms have been presentation is made within 60 calendar days after the opening the Bid Documents. As security for this condition, the und represented by the Bid Bond (or cashier's check) attached he account of the Awarding Authority as liquidated damages for fai

Attached hereto is a: (Mark the appropriate box and provide the applicable in

Bid Bond, executed by _____ a cashier's check on the SEAVIS 1ST Ba for the sum of TEN THOUSAND AND NO/100 (\$ 10,000.00) made payable to the Awarding

BIDDER'S ALABAMA LICENSE: State License for General Contracting: 48971 License Number H/RR- Typ

CERTIFICATIONS: The undersigned certifies that he or she is author Bidder as legally named, that this proposal is submitted in good faith w bidder, that the information indicated in this document is true and complete, and that the bid is made in full accord with State law. Notice of acceptance may be sent to the undersigned at the address set forth below.

The Bidder also declares that a list of all proposed major subcontractors and suppliers is included and attached to the Proposal Form, or will be turned in to the Owner within twenty-four (24) hours after receipt of bids, with a copy to the Architect.

Legal Name of Bidder MORRIS-SHEA BRIDGE COMPANY, INC.

Mailing Address 609 SOUTH 20TH STREET IRONDALE, AL 35210

* By (Legal Signature) 

* Name (type or print) RICHARD J. SHEA JR (Seal)

* Title President

Telephone Number 205 956 9518

* If other than the individual proprietor, or an above-named member of the Partnership, or the above named president, vice-president, or secretary of the Corporation, attach written authority to bind the Bidder. Any modification to a bid shall be over the initials of the person signing the bid, or of an authorized representative.

END OF PROPOSAL FORM

ATTACHMENT "A" TO THE PROPOSAL FORM

STATED ALLOWANCES AND UNIT PRICES

Attachment to ABC Form C-3

Proposal Form

STATED ALLOWANCE AND UNIT PRICES

The following items of work are anticipated during construction of this contract; however the exact quantity of each work item may not be determinable prior to bidding. The Contractor, shall therefore, include in his Lump Sum Base and / or Alternates Bid (as applicable), an allowance for the following items in the quantities indicated: Allowance Unit Prices include all charges for labor, materials and equipment, shoring, layout, supervision (field and home office), general expenses, taxes, insurances, overhead and profit, but not limited to, for accomplishment of the Allowance item(s). Where quantities of same items of work are defined and are quantified in the bid documents, the allowance quantities indicated hereinafter shall be in addition to those which are indicated. (Example: If the site grading plan indicates new and existing grades, the bidder shall compute the quantity of earthwork required and include that quantity of work in the bid the same as if no "allowance quantity were specified. If an additional allowance quantity of earthwork is stipulated, that stipulated allowance quantity of work shall also be included in addition to the quantity computed from the bidders earthwork "takeoff").

The following Unit Prices Quoted are for increases or decreases in the above quantities included in the Lump Sum Base and/or Alternate Bids. These Unit Prices include all charges for labor, materials and equipment, fee, layout, supervision (field and home office), general expenses, taxes, insurances, overhead and profit, but not limited to, for accomplishment of the Unit Price item(s).

Clarification Note: The Unit Prices quoted by the Contractor shall apply to increases (additive change orders) and to decreases (deductive change orders). This requirement shall supplement the requirements of the General Conditions, and Instructions to Bidders. Changes in the contract amount which are computed using the Stated Allowances and Unit Prices shall be figured at the same unit price whether additive or deductive.

<u>ITEM</u>	<u>ALLOWANCE QUANTITY</u>	<u>ALLOWANCE UNIT PRICE</u>	<u>TOTAL</u>
1. Concrete Sidewalk 4"	1 CY	\$ <u>190.00</u>	\$ _____
2. Concrete Sidewalk 6"	1 CY	\$ <u>175.00</u>	\$ _____
3.		\$ _____	\$ _____

ATTACHMENT B

TO PROPOSAL FORM

CERTIFICATION: I HEREBY CERTIFY THAT ALL SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS (INCLUDING IN PART, THOSE NAMED BELOW), ARE IN COMPLIANCE WITH THE MINIMUM EXPERIENCE REQUIREMENTS OF THE BID AND CONTRACT DOCUMENTS, AND WHERE STATED AS REQUIRED ARE EITHER PREAPPROVED FOR BIDDING BY THEIR BUSINESS NAME OR HAVE BEEN SUBMITTED AND PREAPPROVED FOR BIDDING IN WRITING OR BY ADDENDUM BY THE ARCHITECT; ALL STILL SUBJECT TO COMPLIANCE WITH REQUIREMENTS; THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ADDITIONAL COST FOR COMPLIANCE. SUBMITTED BY - GENERAL CONTRACTOR'S FIRM NAME:

MORRIS - SHEA BRIDGE COMPANY, INC.

DATE: *5/7/20*

1.1 PRINCIPAL SUBCONTRACTORS AND SUPPLIERS LISTING:

- A. Submit the following Principal Subcontractors and Suppliers information with the Proposal Form on Bid Date, OR at Contractor's option, turned in to the Owner within 24-hours after receipt of Bids, with a copy to the Architect:

NO.:	SPECIFICATION SECTION:	PRINCIPAL SUBCONTRACTOR OR SUPPLIER - NAME and LOCATION:
1	SECTION 02070 'SELECTIVE DEMOLITION'	_____ (FIRM NAME) _____ (LOCATION - CITY and STATE)
2	SECTION 02231 'TREE PROTECTION'	_____ (FIRM NAME) _____ (LOCATION - CITY and STATE)
3	SECTION 02200 'EARTHWORK'	<i>Ross Tortorici, Inc.</i> (FIRM NAME) <i>BIRMINGHAM, AL</i> (LOCATION - CITY and STATE)
4	SECTION 02720 'STORM DRAINAGE'	<i>Ross Tortorici, Inc.</i> (FIRM NAME) <i>BIRMINGHAM, AL</i> (LOCATION - CITY and STATE)

NO.:	SPECIFICATION SECTION:	PRINCIPAL SUBCONTRACTOR OR SUPPLIER - NAME and LOCATION:
5	SECTION 02850 'SYNTHETIC TURF'	<u>FIELD TURF</u> ; (FIRM NAME) <u>ALABASTER, AL</u> ; (LOCATION - CITY and STATE)
6	SECTION 02860 'POUROUS STONE BASE'	<u>ROSS TORTORIGI, INC.</u> ; (FIRM NAME) <u>BIRMINGHAM, AL</u> ; (LOCATION - CITY and STATE)
7	SECTION 02900 'LANDSCAPE WORK'	_____ ; (FIRM NAME) _____ ; (LOCATION - CITY and STATE)
8	SECTION 03310 'CONCRETE'	_____ ; (FIRM NAME) _____ ; (LOCATION - CITY and STATE)
9	SECTION 03520 'PORTLAND CEMENT'	_____ ; (FIRM NAME) _____ ; (LOCATION - CITY and STATE)
10	SECTION 07900 'JOINT SEALERS'	_____ ; (FIRM NAME) _____ ; (LOCATION - CITY and STATE)
11	SECTION 16000 'ELECTRICAL'	<u>STONE + SONS</u> ; (FIRM NAME) <u>BIRMINGHAM, AL</u> ; (LOCATION - CITY and STATE)

NO.:	SPECIFICATION SECTION:	PRINCIPAL SUBCONTRACTOR OR SUPPLIER - NAME and LOCATION:
12	SECTION 16000 'XXXXXXXXXX'	_____ (FIRM NAME) _____ (LOCATION - CITY and STATE)

END OF ATTACHMENT B TO PROPOSAL FORM

ATTACHMENT C

TO PROPOSAL FORM - ACCOUNTING OF SALES TAX

SUBMITTED BY - GENERAL CONTRACTOR'S FIRM NAME:

MORRIS - SHEA BRIDGE COMPANY, INC.

1.1 ACCOUNTING OF SALES TAX:

- A. Pursuant to Act 2013-205, Section 1(g), the Contractor accounts for the sales tax NOT included in the bid Proposal Form as follows below.

Failure to provide an accounting of sales tax shall render the Bid non-responsive, and it will be rejected. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

- B. Refer to Section 01061 - "Regulatory Requirements & Tax Exemptions", for additional information and requirements.
- C. Submit the following "Estimated Sales Tax Amount" with the Proposal Form on Bid Date.

NO.	ITEM DESCRIPTION:	ESTIMATED SALES TAX AMOUNT
A.	Base Bid:	\$ 75,403.00

END OF ATTACHMENT C TO PROPOSAL FORM

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS), the Morris Shea Bridge, Co. Inc. (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: <https://e-verify.uscis.gov/emp>. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. Section 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.
2. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.
3. The Employer agrees to display the following notices supplied by DHS (through the Web Services E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - A. Notice of E-Verify Participation
 - B. Notice of Right to Work
4. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
5. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web Services E-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.
6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - A. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be

presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- B. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - A. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.
 - B. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.
9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.
10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.
11. The Employer must use E-Verify (through its Web Services E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.
13. The Employer agrees not to take any adverse action against an employee based upon the employee's

perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. Section 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
15. The Employer agrees that it will use the information it receives from E-Verify (through its Web Services E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as Personal Identification Numbers and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
17. The Employer acknowledges that the information it receives from SSA through its Web Services E-Verify Employer Agent is governed by the Privacy Act (5 U.S.C. Section 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.
19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 ([Web](#))) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF THE WEB SERVICES E-VERIFY EMPLOYER AGENT

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.
2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.
3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and coordination with E-Verify. In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.
4. The Web Services E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.
5. The Web Services E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
 - A. The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the Web Services E-Verify Employer Agent is a Federal contractor.
 - B. Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.
7. The Web Services E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The Web Services E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
10. The Web Services E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.
12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The Web Services E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the

Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.
14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.
15. When the Web Services E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the Web Services E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
16. If data is transmitted between the Web Services E-Verify Employer Agent and its client, then the Web Services E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the Web Services E-Verify Employer Agent.
17. The Web Services E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at . Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
18. The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.
 - A. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.
 - B. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.

19. The Web Services E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Web Services E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your Web Services E-Verify Employer Agent services and any claim to that effect is false.
20. The Web Services E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
21. The Web Services E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only

under license by DHS/USCIS (see) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Web Services E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Web Services E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employers it represents carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent should instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
 - A. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - B. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
 - C. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - D. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
 - E. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

- ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- F. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

- G. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.
3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. Section 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
 - A. Automated verification checks on alien employees by electronic means, and
 - B. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must

allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - A. Scanning and uploading the document, or
 - B. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV

SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:
2. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
3. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
4. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
5. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology - Security Techniques - Code of Practice for Information Security Management.
6. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.
7. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

8. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.
9. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.
10. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.
11. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.
12. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.
13. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services E-Verify Employer Agent and its clients;
2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;
3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;
4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;
5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;
6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
7. Implement procedures for detecting, reporting, and responding to security incidents;
8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].
10. DHS reserves the right to restrict Web Services calls from certain IP addresses.
11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.
12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the

software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.
3. Any data transmission requiring encryption shall comply with the following standards:
 - A. Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
 - B. NSA Type 2 or Type 1 encryption.
4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.
5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.
6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.
2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.
3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.
4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.
5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.
6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPER RESTRICTIONS

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.

2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.
3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.
4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

F. PENALTIES

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.
2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

ARTICLE VI

MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services E-Verify Employer Agent's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services E-Verify Employer Agent or Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. A Web Services E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services E-Verify Employer Agent must provide written notice to DHS. If the Web Services E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Web Services E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services E-Verify Employer Agent or the Employer is terminated from E-Verify.

ARTICLE VII

PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services E-Verify Employer Agent, its agents, officers, or employees.

- C. The Web Services E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services E-Verify Employer Agent or the Employer.
- E. The Web Services E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Web Services E-Verify Employer Agent and DHS respectively. The Web Services E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Morris Shea Bridge, Co. Inc. (Employer) hereby designates and appoints Kelly Johnson (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer	
Name (Please Type or Print)	Title
Signature	Date
E-Verify Employer Agent Employment Screening Services	
Name (Please Type or Print) Kelly Johnson	Title
Signature Electronically Signed	Date May 07, 2020
Department of Homeland Security - Verification Division	
Name	Title
Signature	Date

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Morris Shea Bridge, Co. Inc.
Company Facility Address	609 South 20th street Irondale, AL 35210
Company Alternate Address	
County or Parish	Jefferson
Employer Identification Number	63057530
North American Industry Classification Systems Code	Heavy And Civil Engineering Construction (237)
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	0

Company ID Number:100392

Client Company ID Number:487320

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Vivian Campbell
Phone Number	(205) 317-8706
Fax Number	
Email Address	viviancampbell@morrishsea.com

Name	Teresa Bradley
Phone Number	(205) 582-6575
Fax Number	
Email Address	tbradley@morrishsea.com

COOLPLAY MATERIAL SPECIFICATION

Test Method	Property	Unit	Range	
ISO 2031	Bulk Density	kg/l	0.45 - 0.65	
ASTM D792	Specific Gravity	-	1.05 - 1.25	
ISO 2030	Size Analysis by Mechanical Sieving	%	<i>see table</i>	
		<i>(mesh)</i>	<i>(mm)</i>	
		6	3.35	0.0-1.0
		8	2.36	0.0-25.0
		10	2.00	0.0-40.0
		12	1.70	40.0-100.0
		14	1.40	0.0-40.0
		16	1.18	0.0-5.0
		20	0.85	0.0-1.0
		under	< 0.85	0.0

LABORATORY TESTING TEMPERATURE EVALUATION



Project Information

Project Name	Coolplay Temperature Evaluation	
Client Information	FieldTurf 175 North Industrial Blvd. Calhoun, GA 30701	
Date	September 27, 2017	
Report Status	Final	
Job No.	92705/2836	
Prepared & Checked by	Jeffrey Gentile Laboratory Director	

Notes:

1. This report has been prepared by Sports Labs USA with all reasonable skill, care and diligence within the terms of the contract with the Client and within the limitations of the resources devoted to it.
2. This report is confidential to the Client and Sports Labs USA accepts no responsibility whatsoever to third parties to whom this report, or any part thereof, is made known. Any such party relies upon the report at their own risk.
3. This report shall not be used for engineering or contractual purposes unless signed by the Author and the Checker and unless the report status is "Final."

Summary

The following testing was performed to determine the relative effect infill can have on the surface temperature of a synthetic turf system. A number of synthetic turf systems were tested, each used the same synthetic turf carpet with only the infill varied between systems. All were exposed to infra-red heat lamps for a prolonged period to simulate the heating of the sun in a controlled environment. The resulting temperatures were observed and recorded.

INFORMATION, ADVICE & KNOW-HOW FROM THE SYNTHETIC SPORTS SURFACE EXPERTS



SPORTS LABS USA

Unit #2 • 155 River Road • Bow • New Hampshire • 03304

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October 5, 2017 • Page 1 of 6



Accreditation #8949

LABORATORY TESTING TEMPERATURE EVALUATION



Introduction

Sports Labs USA was commissioned to perform a temperature evaluation on a number of turf systems, each with a different infill composition paired with the same synthetic turf carpet used in each system. The results will be compared to show a relative temperature difference.

Procedure

Each system was constructed and prepared per EN 12229: Surfaces for sports areas - Procedure for the preparation of synthetic turf and textile pieces.

Each system was constructed using the infill combinations shown in the systems description table below.

The samples were conditioned to room temperature for at least 24 hours.

The following sensors were used to capture and record measurements to a digital data logger every 30 seconds:

- (3) thermo-couples mounted in series to provide a 3 point average of the surface temperature.
- (1) thermo-couple placed inside of the infill for heat transfer across the performance layer.

The samples were heated for 4 hours. All of the data was compiled and the average temperatures for each hour were found. This report will present for each system, the hourly average temperature recorded at each sensor as well as the average for each type of temperature measurement sensor.

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Accreditation #30743

LABORATORY TESTING TEMPERATURE EVALUATION



System Descriptions

System ID	System Description
Coolplay / Sand	<p>Synthetic Turf Carpet: FieldTurf Revolution</p> <p>Infill Combination: 0.6lbs/ft of Coolplay 2.4lbs/ft of cryogenic rubber "A" 14-30 mixed with 5.2lbs of sand 1lb/ft sand on the bottom</p>
SBR Rubber / Sand	<p>Synthetic Turf Carpet: FieldTurf Revolution</p> <p>Infill Combination: 0.4lbs/ft of cryogenic rubber "B" 10-14 2.6lbs/ft of cryogenic rubber "A" 14-30 mixed with 5.2lbs of sand 1lb/ft sand on the bottom</p>

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LABORATORY TESTING TEMPERATURE EVALUATION

SPORTS LABS

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Results Tables

Coolplay

Avg Temperature per Time Period				
Temperature (F°) per Sensor				
Exposure Time Period	Surface Sensor Location #1	Surface Sensor Location #2	Surface Sensor Location #3	Sensor Embedded in Infill
0hr-1hr	108.7	111.3	102.0	72.7
1hr-2hr	135.6	131.7	119.3	80.0
2hr-3hr	142.5	136.9	124.2	93.1
3hr-4hr	147.2	140.9	127.7	103.1

SBR Rubber/Sand

Avg Temperature per Time Period				
Temperature (F°) per Sensor				
Exposure Time Period	Surface Sensor Location #1	Surface Sensor Location #2	Surface Sensor Location #3	Sensor Embedded in Infill
0hr-1hr	160.9	162.5	153.8	93.4
1hr-2hr	186.3	183.1	178.0	137.4
2hr-3hr	189.6	187.4	180.8	155.7
3hr-4hr	191.8	191.8	183.4	162.8

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October 5, 2017 • Page 4 of 6



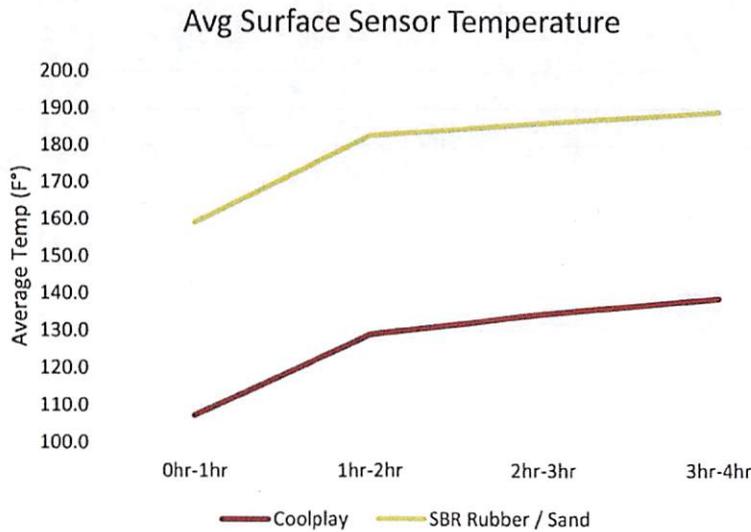
Accreditation #88943

LABORATORY TESTING TEMPERATURE EVALUATION



Results Graphs

Average Surface Sensor Temperature per Time Period			
Average Temperature (F°) per Sensor Type			
Exposure Time Period	Coolplay	Temp Difference (F°)	SBR Rubber / Sand
0hr-1hr	107.3	-51.7	159.1
1hr-2hr	128.9	-53.6	182.5
2hr-3hr	134.5	-51.4	185.9
3hr-4hr	138.6	-50.4	189.0



INFORMATION, ADVICE & KNOW-HOW: FROM THE SYNTHETIC SPORTS SURFACE EXPERTS



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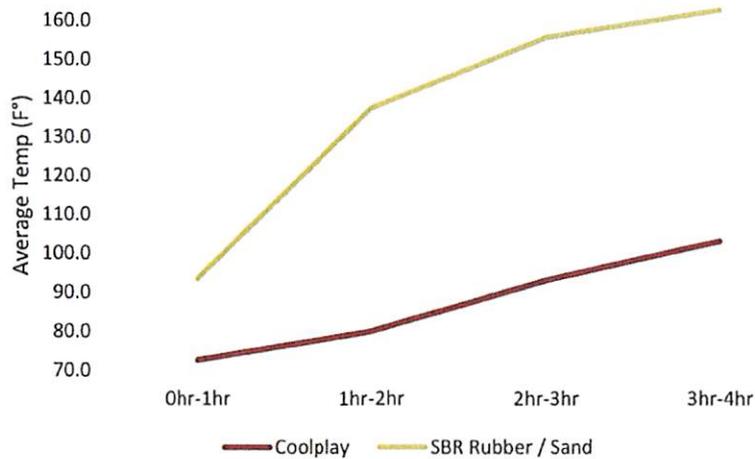
LABORATORY TESTING TEMPERATURE EVALUATION

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Average Embedded Sensor Temperature per Time Period			
Average Temperature (F°) per Sensor Type			
Exposure Time Period	Coolplay	Temp Difference (F°)	SBR Rubber / Sand
0hr-1hr	72.7	-20.7	93.4
1hr-2hr	80.0	-57.4	137.4
2hr-3hr	93.1	-62.6	155.7
3hr-4hr	103.1	-59.7	162.8

Avg Embedded Sensor Temperature



End of Report

INFORMATION, ADVICE & KNOW-HOW FROM THE SYNTHETIC SPORTS SURFACE EXPERTS



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RESOLUTION NO. 2020-076

**A RESOLUTION AUTHORIZING THE SALE OR DISPOSAL
OF CERTAIN SURPLUS PROPERTY**

WHEREAS, the City of Mountain Brook, Alabama, has certain items of personal property which are no longer needed for public or municipal purposes; and

WHEREAS, Section 11-43-56 of the Alabama Code of 1975 authorizes the municipal governing body to dispose of unneeded personal property.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mountain Brook, as follows:

Section 1. It is hereby established and declared that the following property owned by the City of Mountain Brook, Alabama is not needed for public or municipal purposes and is hereby declared surplus property: One (1) Craftsman Lawn Tractor (model 917.288515, s/n 071912D030008)

Section 2. That the City Manager, or his designated representative, is hereby authorized and directed to sell said property by way of public Internet auction or to dispose of such property not sold at auction.

ADOPTED: This 26th day of May, 2020.

Council President

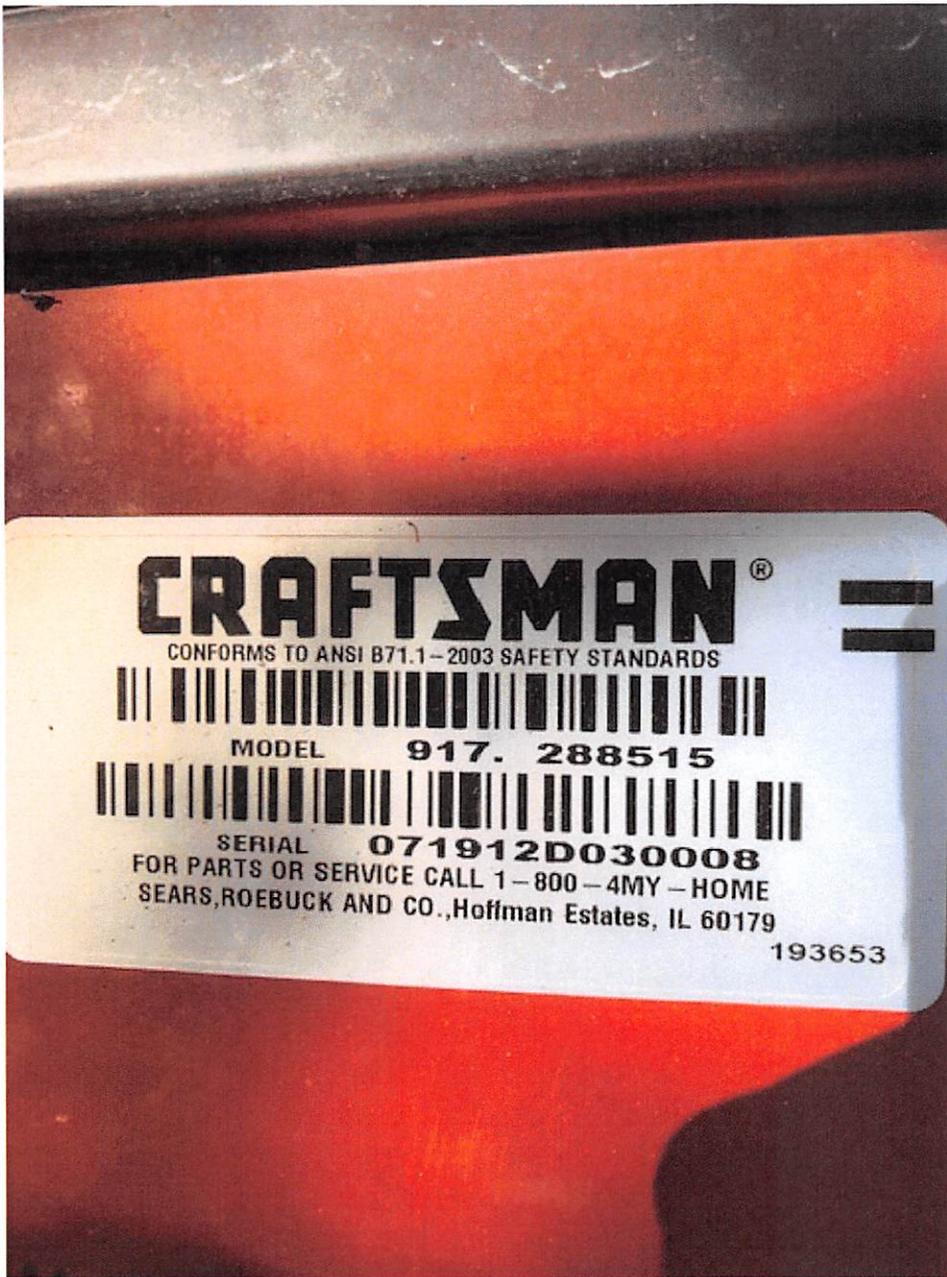
APPROVED: This 26th day of May, 2020.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on May 26, 2020, as same appears in the minutes of record of said meeting.

City Clerk

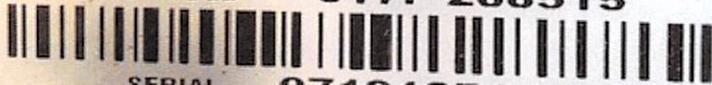


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SERIAL **071912D030008**

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SEARS, ROEBUCK AND CO., Hoffman Estates, IL 60179

193653

RESOLUTION NO. 2020-077

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes either the Mayor or City Manager to execute the Master Contract for Public Safety Services (Surveillance - Governmental), in the form as attached hereto as Exhibit A, between the City and Alabama Power Company with respect to the use of APCO facilities for license plate recognition services.

ADOPTED: This 26th day of May, 2020.

Council President

APPROVED: This 26th day of May, 2020.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on May 26, 2020, as same appears in the minutes of record of said meeting.

City Clerk



May 8, 2020

City of Mountain Brook
56 Church Street
Mountain Brook, AL 35213

Thank you for allowing Alabama Power Company the opportunity to provide a proposal for a surveillance camera installation for the City of Mountain Brook.

With this LPR installation, Alabama Power Company will provide the following:

- 16 – Flock Safety 5 MP License Plate Recognition (LPR) cameras and all associated networking equipment
- Connection of power from solar panel on camera
- Dedicated 4G LTE network backhaul connection and hardware
- All required license fees and monthly subscription fees for 16 cameras using Flock's LPR platform with standard 30-day storage

Standard Operating Agreement: 60 month agreement, automatically renews month to month after month 60, service price is fixed. Alabama Power retains ownership of the camera system, City of Mountain Brook retains ownership of all data collected. All support and maintenance to operate the surveillance system is included. No prepayment required for installation. Using the Flock Safety Dashboard, all of City of Mountain Brook's images will be stored in the cloud server and will be accessible by approved personnel via any internet enabled web browser or mobile device.

***Estimated Monthly Service Amount = \$2,666.72 with NO upfront costs**

This proposal is valid for **60 days**.

If you have any questions at all, please do not hesitate to give me a call or email.

Sincerely,

A handwritten signature in cursive script that reads "Jonathan Bozeman".

Jonathan Bozeman
205-484-5036

Alabama Power Company
Public Safety Technical Specialist

MASTER CONTRACT FOR PUBLIC SAFETY SERVICES (SURVEILLANCE – GOVERNMENTAL)

THIS MASTER CONTRACT FOR PUBLIC SAFETY SERVICES (SURVEILLANCE – GOVERNMENTAL) (the "Agreement") made and entered into this _____ day of _____, by and between the City of Mountain Brook, a municipal corporation (the "Customer") and ALABAMA POWER COMPANY ("APC").

1. Agreement. This Agreement establishes the terms and conditions under which APC will provide public safety-related services ("Public Safety Services") and, where APC deems necessary, regulated electric service (collectively "Services") to the Customer including the Deliverables described in the attached Premises Exhibit. This Agreement shall apply to each of the locations identified in the attached Premises Exhibit and any additional areas identified in additional Premises Exhibit(s) executed after the Effective Date of this Agreement (collectively "Premises"). All capitalized terms defined in this Agreement are incorporated in and made a part of the Premises Exhibit. Any additional executed Premises Exhibit(s) and all capitalized terms not otherwise defined in this Agreement have the meanings ascribed to them in the attached Premises Exhibit.

2. Title; Interest. This Agreement concerns the provision of Services to the Customer by APC and is not a sale, lease, or licensing of goods, equipment, or property of APC of any kind. APC retains the sole and exclusive right, title, and interest in and to all of its goods, equipment, and property utilized in connection with the Services, including, without limitation, all poles, bases, wiring, conduit, fixtures, cameras, controls, and related items (collectively, the "APC Assets"). APC may update, modify, or replace any components as necessary or convenient in order to address regulatory requirements or for other reasons related to the provision of Services or use of APC Assets. Moreover, APC may remove the APC Assets upon termination of this Agreement.

3. Service Functionality. The APC Assets may access and use certain hardware, application services, components, and embedded software ("System") in connection with the Services. The APC Assets may contain software or firmware, and any such software and firmware shall remain the sole property of the software owner. APC, at no additional cost to the Customer, grants the Customer a non-exclusive, revocable (in the event of default by Customer or other termination / expiration of this Agreement) license during the Term of this Agreement solely to access and use the application services and software of APC, its vendors, or the applicable software owner to the extent specified in, and permitted by, this Agreement in connection with the Services during the Term of this Agreement (collectively, the "Solution"). APC represents and warrants that it has the right to grant the Customer such access to the Solution. The Customer shall not: (i) decompile or reverse engineer the Solution or take any other action to discover the source code or underlying ideas or algorithm of any components thereof, (ii) copy any products or software of the Solution (other than the Content solely for purposes of accessing and using the Services), (iii) post, publish, or create derivative works based on the Solution, or (iv) remove any copyright notice, trade or service marks, brand names and the like from the Solution. Throughout the Term, Customer's use of the System is subject to, and Customer expressly agrees to abide by, the terms of service, end-user license agreement, or any other terms and conditions of the integrator or other APC subcontractors identified in Exhibit A, which may be provided separately or made available to Customer upon creation of a user account, as applicable.

4. Interruption of Service. Customer understands that the Services and the System are provided on an "as is" and "as available" basis and may be interrupted. If there is a Service interruption, Customer must notify APC. Customer acknowledges and agrees that APC's contractors or representatives may temporarily access Content to resolve any such interruption or as necessary to otherwise confirm operability of the System and Service. In the event of a Service interruption due to APC Asset equipment failure, APC will install replacement technology sufficient to provide equivalent Service. Customer can notify APC by calling 1-888-430-5787 during normal business hours to report the issue.

5. Connectivity and Content Access. As part of the Services, and unless otherwise noted, APC will make available an internet connection to link the cameras to the System for the transfer of the camera data to the Customer's system or device. Such internet connection is not available for any other use. Unless otherwise agreed by the parties in Exhibit A, the Service does not include any device necessary for Customer's access to Content, nor does it include any Content monitoring services by APC. Also, unless otherwise agreed in Exhibit A, Customer may access the Content using Customer's own internet-connected device(s) and Customer's own internet connection (both of which are Customer Provided Equipment ("CPE") under this Agreement), or by other means of its choosing. The Service may use internet bandwidth, the amount of which may vary based upon Customer's use of the Service. APC is not responsible for any degradation of performance or function of other internet-connected devices due to internet bandwidth used by Customer's access of the Service. Customer acknowledges that when either internet connection is not operating or is otherwise unavailable for any reason, including network outage, cable cut, network maintenance, network congestion, equipment failure, weather, or a force majeure event, the Service, any internet-dependent components of the Service, or the transmission of Content to a remote storage site will not function. Transmission of a wireless signal can be further affected by radio signal strength or availability at the Premises. Customer must notify APC immediately of any System failure or malfunction, including any internet or other transmission failure.

For the avoidance of doubt, Customer acknowledges that neither APC nor any of its personnel shall have the ability to access the Customer's Content. APC's contractors or representatives shall have access to and the ability to retrieve the Content as directed and pursuant to the agreement between APC and its contractors or representatives in connection with the provision of Services.

6. Content Storage. Content may be stored for a limited amount of time by the camera devices, but otherwise will be stored in the cloud or on a local server provided by (but not directly accessible by) APC for receipt and storage of the digital feed of Content, and for Customer's facilitation of its use by the Customer's end users. Each such local storage device is part of APC Assets. Content will be available only until overwritten by the applicable storage device, and the duration of storage may vary based on the degree of activity observed.

7. Legal Compliance. Customer acknowledges that it may not use the Service and Content for any unlawful or unethical purpose, and that related surveillance equipment, including cameras, may be located only in areas where permitted by law and where persons have no reasonable expectation of privacy. The Customer is solely responsible for the security of all data and for the activities of all persons who access the Content. Customer expressly agrees that it is subject to, and warrants or covenants that it will comply with, any applicable law,

rule, or regulation regarding Customer's use of the Service or Content, including any law pertaining to surveillance equipment location, wiretapping, eavesdropping, privacy, voyeurism, child pornography, or similar law. Customer acknowledges that its use of the Service or Content is at Customer's own risk. Customer is solely responsible for any and all pictures, sounds, audio, videos, or other data that Customer, or anyone Customer should reasonably expect to use or have access to the Service or Content, uploads, downloads, monitors, records, stores, posts, emails, transmits, discloses, or otherwise makes available using APC Assets or the Service.

a. The Customer is the sole owner of any and all information, pictures, sounds, audio, video, and/or other data recorded by the cameras and/or stored in any manner in connection with the provision of Services under this Agreement ("Content") and is solely responsible for the Customer's conduct, the Content and any consequences of accessing, retrieving, using, or making available such Content.

b. To the extent required by applicable law, rule, or regulation (public or private), Customer agrees to inform any third party entering the Premises that the Premises may be monitored or recorded. Customer is solely responsible, and APC has no liability whatsoever, for any decision or action regarding such notice, including notice content, mode, means, or placement.

c. In connection with Content, Customer represents, warrants, or covenants that: (a) Customer owns or has any necessary license, right, consent, or permission to enable use of Content as contemplated by this Agreement; and (b) Customer's use or making available of Content does not and will not: (1) infringe, violate, or misappropriate any legal, copyright, trademark, patent, trade secret, moral, privacy, publicity, or other intellectual property or proprietary right of any third party; or (2) slander, defame, libel, or invade the right of privacy, publicity, or other property right of any other person.

d. Customer acknowledges and agrees that Content may be received or stored on computer servers or other Systems maintained by APC's contractors, depending on what is specified in the Premises Exhibit. Customer consents and agrees, and grants to APC a perpetual, royalty-free, irrevocable license, that APC may cause Content to be stored for such time as is determined at APC's sole and exclusive discretion. Content may be stored in a location that is shared with one or more third parties; provided, however, that regardless of APC's role in maintaining such computer servers, under no circumstance shall APC have access to or the ability to view or retrieve the Content.

e. Customer expressly agrees that APC may authorize the disclosure of Content to third parties, with or without notice to Customer: (i) if required to do so in connection with any law enforcement investigation or proceeding; (ii) pursuant to a court order or subpoena; or (iii) as allowed or required by applicable law. Customer consents to any such disclosure.

8. Term and Termination. Subject to the termination rights set forth in this Section 8 or in Section 9 below, the initial term for the Agreement shall be for twenty-four (24) months, calculated from the date of the first monthly bill which shall be issued following installation verification as provided in the Premises Exhibit (the "Initial Term"). After the Initial Term, this Agreement automatically renews for an additional twenty-four months (24), in accordance with the terms and conditions in effect at the time, until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions in Section 17 below) at least thirty (30) days before the desired termination date.

9. Payment.

(a) **Payment and Invoices.** APC will invoice the Customer per the terms stated in the Premises Exhibit, subject to any change in the electric service charge as authorized or required by the Alabama Public Service Commission, as described in the Premises Exhibit. Customer agrees to pay the monthly amount by the due date. Balances unpaid after the due date are subject to a late payment charge of 1.5% or \$2.00, whichever is greater.

(b) **Payment Default.** Notwithstanding Section 8(a) above, Customer is in default if Customer does not pay the entire amount owed within forty-five (45) days of billing or terminates this Agreement without proper notice and prior to the end of the then-current Term. APC's waiver of any past default will not waive any other default. If default occurs, APC, at its discretion, may immediately terminate this Agreement, collect all past due amounts (including late fees), collect APC costs incurred (including, but not limited to removal costs, remaining subscription fees, etc.) at the time of termination or as a result of termination, subject to APC's obligation to make commercially reasonable efforts to mitigate costs, remove any and all APC Assets from the Premises, and shall be entitled to seek any and all available remedies provided by law or equity, including without limitation, the right to collect all past due amounts (including late fees if applicable) and all amounts due for the Services during the remaining Term of the Agreement.

10. Premises Activity. The Customer grants a non-exclusive license and right of access to APC, and its contractors and representatives, for the Term of this Agreement and for a reasonable period after the Term of the Agreement, the Customer grants APC and its contractors and representatives the right and license to enter the Premises and perform all manner of activities related to the provision of the Services, including the right to: (i) access the Premises with vehicles, the APC Assets, and other tools or equipment in order to install and connect the APC Assets; (ii) remove and disconnect pre-existing equipment where it is necessary or convenient to do so for the provision of Services; (iii) inspect, maintain, test, replace, repair, and remove APC Assets; (iv) provide electric energy in relation to the Services where APC deems necessary; and (v) conduct any other activities reasonably related to the provision of Services, including surveying, digging and excavation with tools, mechanized equipment and other machinery (activity items (i) – (v) collectively, the "APC Activity"). The Customer will not cause or permit any obstruction that may interfere with APC's access to the APC Assets.

The Customer represents that the individual signing this Agreement on its behalf has authority to do so, and, where applicable, has obtained the express authority from all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize APC to provide the Services and perform the APC Activity upon the Premises. The Customer is solely responsible for safety of the Premises and agrees that APC has no obligation to ensure the safety of the Premises or persons or property entering onto the Customer's Premises.

11. Installation. The Customer recognizes that APC, or an APC-approved contractor, may be required to install the APC Assets in order to provide the Services. The Customer represents that if applicable and required for proper Installation: the Premises' final grade will vary no more than six (6) inches from the grade existing at the time of installation and premises property lines will be clearly marked before installation.

(a) **Customer Provided Equipment.** APC, and its approved contractors may, at APC's discretion, use the CPE at the Premises including wiring, etc. to provide the Services. APC is not responsible for the repair or replacement of any CPE. APC is not responsible for repairing CPE or for any damage CPE may cause to the Services or APC Assets. The Customer shall bear the exclusive risk of any consequential damages resulting from any impaired functionality of the Services caused by CPE.

(b) **Underground Facility/Obstruction Not Subject to Dig Law.** Because APC Activity may require excavation not subject to the Alabama's Underground Prevention Legislation (Ala. Code §§ 37-15-1 - 37-15-11) ("Dig Law"), the Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; low voltage data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law. If APC causes or incurs damage due to the Customer's failure to mark a private facility or obstruction before APC commences the APC Activity, the Customer is responsible for all damages and any resulting delay.

(c) **Unforeseen Condition.** The Monthly Charge shown on the Premises Exhibit includes no allowance for any subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, etc. not properly marked or identified ("Unforeseen Condition"). If APC encounters an Unforeseen Condition, APC, in its sole discretion, may stop all APC Activity until the Customer either remedies the condition or agrees to reimburse all APC costs arising from the condition. The Customer is responsible for all costs of modification or change to the APC Assets requested by the Customer or dictated by an Unforeseen Condition or circumstance outside APC's control.

(d) **Use of Right-of-Way.** To the extent that the APC Activities may require the use of the streets, avenues, alleys, or public places of the Customer, the Customer hereby grants its consent to such use as are necessary to provide the APC Activities. All excavations, construction activities, and aerial installations of APC Assets in the Customer Right-of-Way shall be carried on as to reasonably minimize interference with the use of the Right-of-Way and with the use of private property, in accordance with all applicable laws, ordinances and regulations of the Customer. APC shall use commercially reasonable efforts to coordinate construction, installation, repair, and maintenance of the APC Assets to minimize unnecessary disruption, including, as appropriate, coordination with applicable Customer departments and agencies. APC shall not interfere with the use or development of any property of the Customer or any other person, and promptly upon completion of construction, erection or installation of the APC Assets, APC shall, at its own cost and expense, promptly repair any damage to property reasonably determined to be resulting from such activity to original condition.

(e) **Operation During Construction and Installation.** Customer acknowledges that during the construction and installation process the APC Assets shall come "on-line" as it is installed (i.e., the camera shall be placed in operation and begin recording once installed). Furthermore, Customer recognizes that until the date that the installation of the entire System is completed ("Date of Service"), Customer may not have access to any Content that may be recorded by the APC Assets. Any Content recorded by an APC Asset prior to the Date of Service shall only remain stored on the device or storage device until such Content is overwritten in the normal course of operation of the APC Assets. Customer agrees that it is solely the owner and is solely responsible for any such Content notwithstanding the fact that Customer may not have the ability to access and retrieve such Content prior to the Date of Service.

12. Maintenance. During this Agreement's Term, APC will maintain the APC Assets and will bear the cost of routine repair or replacement as identified in the Premises Exhibit. The Customer must notify APC of any need for repair by calling the Business Service Center at 1-888-430-5787. APC shall have the right to contract with a third-party for maintenance, repairs, and other work relating to any and all APC Assets associated with the provision of Services pursuant to this Agreement. During this Agreement's Term, the Customer will be responsible for APC's cost of repairing or replacing any Equipment damaged or destroyed due to vandalism or willful abuse during this the Term of this Agreement.

13. Access to APC Assets. Nothing in this Agreement shall convey to the Customer the right to attach or affix anything to the APC Assets. Customer will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper or otherwise interfere with any of the APC Assets. If the Customer desires to attach or affix anything to the APC Assets, the Customer must first call the Business Service Center at 1-888-430-5787 and obtain APC's written consent.

14. Disclaimer: Limitation of Liability; Damages. APC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability and noninfringement) regarding the Services or any APC Activity. The Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, or loss of use (including loss of revenue, profits, or capital costs) damages arising from the Services or this Agreement, or arising from damage, hindrance, or delay involving the Services or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. To the extent APC is liable under this Agreement, the liability of APC is hereby limited to: (i) with respect to Services purchased by the Customer, the annual amount paid by the Customer for Services or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed \$100.00. The Customer understands the Services are not intended to prevent any loss by burglary, holdup, fire, or otherwise, and that none of the APC Assets or Services are error-free or without interruption, which interruption could occur from faulty equipment, faulty transmission, power outages, weather, or the tampering or destruction of the APC Assets or CPE. APC is not required to supply the Services to the Customer while any such interruption continues. APC does not guarantee the security of its System or APC Assets and is not responsible if any software code enters the System or APC Assets that disrupts, disables or self-limits such System or APC Assets. APC disclaims any liability with respect to the unauthorized use of Content to the extent permitted by law. To the greatest extent allowed by applicable law, APC is neither responsible for protecting Content against unauthorized access, disclosure, or use nor liable for any unauthorized access, disclosure, or use of Content. The Customer is solely responsible for safety of the Premises and agrees that APC has no obligation to ensure the safety thereof, and that APC has no liability for any personal injury or real or personal property damage, loss, or negative impact to Customer that occurs at the Premises. The Customer agrees APC shall not be liable

for any defects, errors, interruptions or other issues associated with the software and hardware included in the Services (as outlined in the Premises Exhibit). The Customer further agrees that APC shall not be liable for any claims, lawsuits, or damages arising out of such defects, errors, interruptions or other issues to the extent the same are the fault (in whole or in part) of the manufacturer (whether ShotSpotter or another third-party) of the software and hardware.

To the fullest extent permitted by law, the Customer agrees to be solely responsible for any and all liability, claims, demands, actions, judgments, loss, costs and expenses arising or claimed to have arisen by, through, or as a result of acts or omissions of the Customer regardless of whether the acts or omissions are the sole or partial cause of the liability, claim, demand, action, judgment, loss, cost or expense. In the event a liability, claim, demand, action, judgment, loss, cost or expense is asserted or made against APC, and the Customer's acts or omissions are the sole or partial cause, the Customer agrees to reimburse APC for any and all expenditures made in satisfying or resolving such liability, claim, demand, action, judgment, loss, cost or expense.

16. Agreement Not Insurance Policy. Customer agrees and understands that: (i) APC is not an insurer, nor is this Agreement intended to be an insurance policy or substitute for an insurance policy; (ii) insurance, if any, will be obtained by the Customer or its customers or tenants, as applicable; (iii) charges by APC under this Agreement are based solely upon the limited value of the limited Services and are unrelated to the value of the Premises or the property located on the Premises; (iv) the amounts payable by the Customer are not sufficient to warrant APC assuming any risk of consequential, collateral, incidental, or other damages to the Customer and/or its customers or tenants due to the Services, or any deficiency, defect, inadequacy, or disruption of the Services or due to APC or its contractors' negligence or failure to perform; (v) the Customer does not intend this Agreement to impose liability on APC except within the limitations of this Agreement; and (vi) the Customer agrees that APC shall not be liable for loss or damage due directly or indirectly to any occurrences or consequences from occurrences which the Services may be designed to detect.

17. Notices. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed duly given upon actual delivery if delivery is by hand (against receipt) or on the third day following the date on which each such notice is deposited, postage prepaid, in the United States mail, certified, return receipt requested or on the next business day after being sent by a national recognized overnight courier which provides proof of receipt. All notices shall be directed to the other party at the addresses of such party indicated below, or at such other address as the parties may designate in writing by notice delivered pursuant to this provision.

If to APC:

Alabama Power Company
600 18th Street North
Birmingham, AL 35203
Attn:
Email:

If to Customer:

Attn:
Email:

18. Taxes. APC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this Agreement under any federal or state tax law. If applicable, the Customer must provide a copy of its Alabama sales tax exemption certificate. Payments made under this Agreement are exclusive of any business license, excise, franchise, property, sales, use, rental, lease, or other transaction taxes or fees ("Taxes") imposed by any Governmental Authority or taxing jurisdiction on the Services rendered under this Agreement. Customer shall be solely responsible for any Taxes due on the services provided. The parties intend and understand that the Services and associated transactions rendered pursuant to this Agreement are not subject to Alabama rental or lease tax. In the event that an applicable Governmental Authority determines in the future that APC is subject to Alabama rental or lease tax with respect to the Services rendered or transactions conducted under this Agreement or any portion thereof, then Customer agrees that: (i) APC may invoice Customer for the amount of such rental or lease tax assessed on the payments by the applicable Governmental Authority on a fully grossed-up basis, (ii) APC may invoice Customer for the amount of delinquent rental or lease taxes due other Governmental Authorities for all open years on a fully grossed-up basis, and (iii) APC may begin invoicing Customer for the amount of monthly rental or lease taxes due to all applicable Governmental Authorities after the determination that APC is subject to Alabama rental or lease tax with respect to the Services, and Customer shall reimburse APC for such amount within thirty (30) days of receipt of invoice, along with any associated taxes, penalties, or interest. Any rental or lease taxes owed by Customer to APC shall be added to and be considered a part of the flat Monthly Charges invoiced to Customer. Except as expressly provided above, each party shall be solely responsible for any and all Taxes imposed on it by any Governmental Authority or taxing jurisdiction in connection with the transactions contemplated by this Agreement.

19. Immigration Law Compliance.

(a) APC represents and warrants that it does not knowingly employ, hire for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, et seq., Code of Alabama 1975, as amended (the "Act").

(b) APC represents and warrants that it will enroll in the E-Verify program prior to performing any work on the project in Alabama and shall provide documentation establishing that APC is enrolled in the E-Verify program. During the performance of this Agreement, APC shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations.

(c) By signing this Agreement, the contracting 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 contracting 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.

20. Effective Date. This Agreement will be effective on the date when it has been signed by the last party whose signing makes the Agreement fully executed (the "Effective Date").

21. Relationship of Parties. The Customer and APC agree that nothing contained in this Agreement nor any act of APC or of the Customer shall be deemed or construed by either of the parties hereto or by third persons to create any relationship of third party beneficiary hereof, or of principal and agent, or of a limited or a general partnership, or of a joint venture, or of any association or relationship between APC and the Customer other than as set forth herein. It is understood by the parties that APC is an independent contractor with respect to the Customer. Neither the Customer nor any of its agents shall have control over the conduct of APC or any of APC's employees, agents or subcontractors except as herein set forth. The Customer will not withhold payment for taxes, provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of APC, its agents or employees. APC shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the Customer.

22. Miscellaneous. Subject to applicable law, APC may modify the terms of this Agreement by providing thirty (30) days' prior written notice to the Customer of such modification. If the Customer uses the Services or makes any payment to use the Services on or after the Effective Date of the modification, the Customer accepts the modification. Either Party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other Party. The Customer will not assign, in whole or in part, this Agreement or its Agreement rights or obligations without prior written consent of APC. Any such assignment without APC's prior written consent will be void and of no effect. In this Agreement, "including" means "including, but not limited to." In all matters, the Customer enters into this Agreement in sole reliance upon the Customer's own advisors and not on any statements or representations (written or oral) of APC or any of its representatives and agents. If a court rules a provision of this Agreement unenforceable to any extent, the rest of that provision and all other provisions remain effective.

23. Governing Law and Venue. This Agreement shall be governed by, construed and enforced under the laws of the State of Alabama, excluding its conflicts of laws rules. Each party hereby submits to exclusive personal jurisdiction in the state courts located in Jefferson County, Alabama and the United States District Court for the Northern District of Alabama in connection with any state or federal disputes arising hereunder. The parties hereby waive any objection that such party may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agree not to plead or claim the same.

24. Entire Agreement. This Agreement contains the entire agreement of the Parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

[signatures on next page]

IN WITNESS WHEREOF, APC and the Customer have caused this Agreement to be executed by their authorized representatives.

City of Mountain Brook

By: _____

Name: _____

Date: _____

Alabama Power Company

By: _____

Name: _____

Date: _____

PREMISES EXHIBIT A

Alabama Power Company ("APC") and the City of Mountain Brook (the "Customer") agree that the Master Contract for Public Safety Services (Surveillance – Governmental) dated as of the Effective Date (as defined in the Agreement) ("Agreement") shall apply to the Premises and Deliverables identified below. The Premises Exhibit is entered into as of the date of the last signature below (the "Premises Exhibit Effective Date").

- **Location:** APC shall provide the Services to the Customer at the locations shown on maps to be created by the Parties and treated as confidential information.
- **Deliverables:** APC's Services provided to the Customer shall include the following Deliverables:
 - Install and maintain Sixteen (16) Flock Safety License Plate Recognition (LPR) cameras, necessary data subscriptions/fees, 30-day cloud storage and associated equipment
 - Install and maintain Sixteen (16) Flock Safety Solar Panels for power for LPR camera

• **Payment Schedule:**

Months **	Service Cost	Estimated Regulated Cost *	Monthly Cost *
1-24	\$2,666.72	\$0.00	\$2,666.72

* The actual regulated cost for electric service to the Surveillance Equipment will be calculated using the applicable tariffs approved by the Alabama Public Service Commission at the time of billing. Such laws, rules, regulations, and rate schedules are subject to change during the Term of this Agreement as provided by law. Thus, the regulated cost (and therefore the total monthly cost) may vary slightly from the estimates provided above.

** Payment Schedule applies to Initial Term and automatic month-to-month renewal noted in Section 8.

- **Content.** Cloud storage has been selected to store the content. The Customer will be able to view content from an internet connected device and web browser.
- **Integrators and other Subcontractors.** Pursuant to Section 3, Customer agrees to abide by the terms and conditions of the following integrators and other subvendors:
 - Flock Safety (Saas provider)
- **Moving Equipment.** If the Customer desires to relocate any piece of equipment (e.g., a camera or other device), the Customer must first call the Business Service Center at 1-888-430-5787 and obtain APC's written consent. If the equipment in question has not yet been installed, APC will relocate the equipment for no additional cost to the Customer as long as APC can ensure good signal quality in the requested new location. If the equipment in question has already been installed, such relocations of equipment may result in additional charges to the Customer.

IN WITNESS WHEREOF, APC and the Customer have caused this Agreement to be executed by their authorized representatives.

City of Mountain Brook

Alabama Power Company

By: _____

By: _____

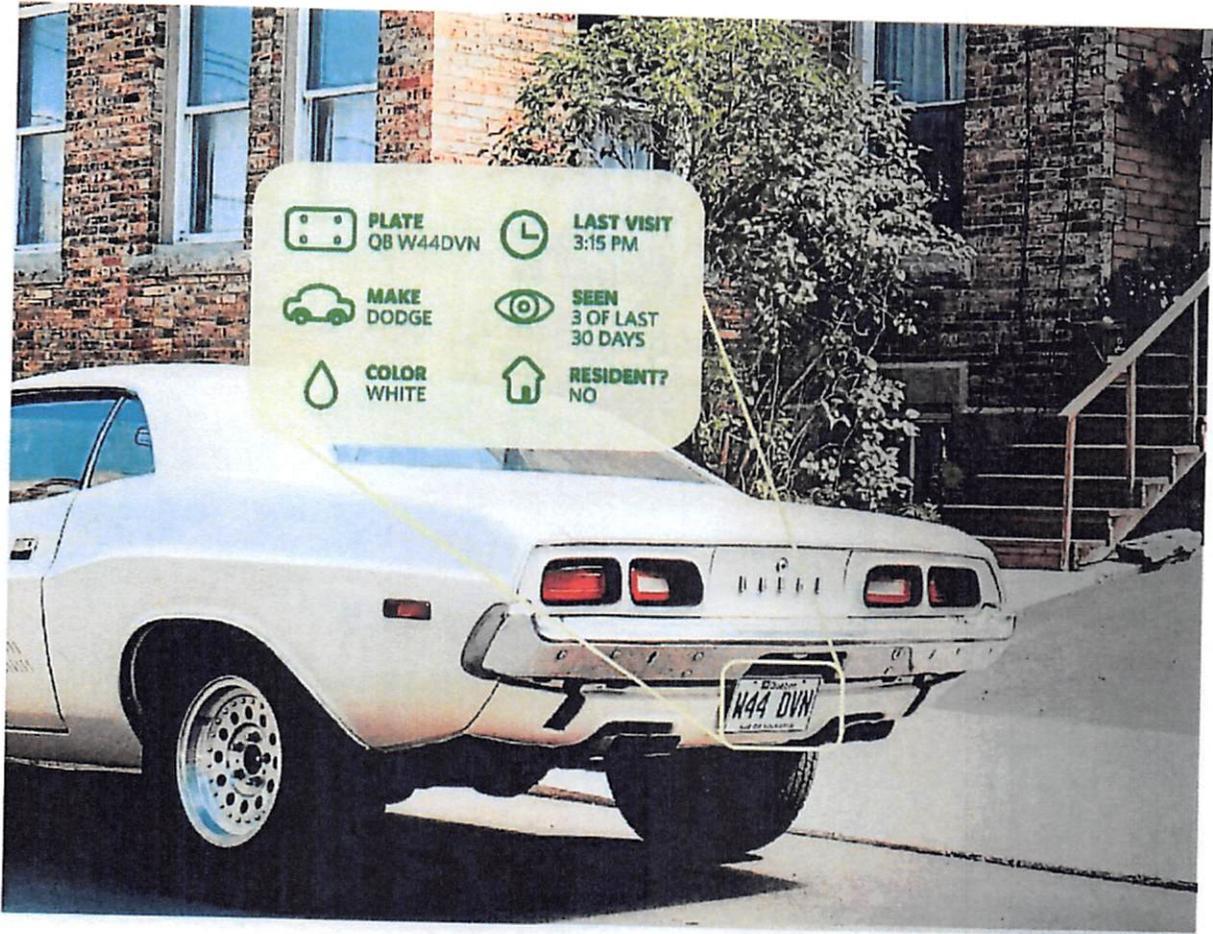
Name: _____

Name: _____

Date: _____

Date: _____

flock safety



Flock Safety ALPR System

05.20.2020

Mountain Brook Police Department

101 Tibbett Street

Mountain Brook, AL 35213

Overview

Flock Safety's Automatic License Plate Recognition system securely captures images while the proprietary machine learning algorithm uses Vehicle Fingerprint technology to identify the license plate, vehicle make, type, and color. Footage is held temporarily on the camera for initial processing before being sent to a cloud where it is stored for thirty days before being automatically deleted. The stored information can be accessed quickly and easily from a laptop or smartphone.

Goals:

1. Purchase and install sixteen ALPR cameras in strategic locations in Mountain Brook.
2. Target crime hot spots and create a virtual gate of LPRs to stop crime before it enters Mountain Brook.
3. Use advanced machine learning to turn hundreds of hours of footage into key images the police need to track leads and make arrests by capturing evidence of vehicles in the area of a crime.

Specifications:

- Powered by:
 - 14Ah Battery
 - 30W Solar Panel (14" x 21")
 - Can be installed on existing Alabama Power pole(s)
- NCIC Alerts:
 - Under 40 seconds
 - Includes time, location, tag & vehicle image
 - Includes state-specific alerts based on image

- Types include: Wants/Warrants for individuals or vehicle, Sex Offenders, and Stolen tags
- Known Violent Offenders

- Searchable Fields:
 - License plate
 - Vehicle type, Make, Color
 - Location
 - Date Range

Milestones:

1. Currently twelve jurisdictions in Jefferson County have the Flock ALPR System.
2. Cobb County GA., a suburb of Atlanta, installed 13 cameras in March 2019 in the area neighboring Six Flags and reduced crime by 60%.

215 Beat Stats After (March-August)

	5 Yr Avg	2018	2019	'18 -> '19 % Change
Robbery	29	23	11	-52%
Res Burglary	59	34	27	-21%
Non-Res Burglary	23	27	10	-63%
Entering Auto	147	138	50	-64%
Theft	135	160	150	-6%
Vehicle Theft	55	52	45	-13%

Implementation:

By signing an agreement for sixteen cameras by July 1, 2020 with Alabama Power to have the Flock ALPR system installed, the Mountain Brook Police Department can have a cost savings of \$48,000.00 over the period of four years. The current annual cost of each camera is \$2000.00 and will rise to \$2750.00 each beginning July 1, 2020. The agreement is based on two years and is renewable for an additional two years at current costs. That is a savings of \$12,000.00 per year if acted on.

The costs, for the first year, can be paid from current budget year by utilizing surplus in Police accounts. Specifically, transferring \$22,000.00 from Range Target Renovation account 441-3590-6730-0650 to the Annual Maintenance Software Rev 911 account 100-3510-6463-3503. The following years would be paid by the Annual Maintenance Software Rev 911 account by raising the account by \$22,000.00 beginning with the 2020-2021 annual budget.

By implementing the Flock ALPR system in Mountain Brook, the Police Department can target crime hot spots and immediately have access to evidence and leads in order to solve crimes. The Flock ALPR system has consistently assisted police departments in the United States solve crimes against persons and property crimes. Currently, there are twelve jurisdictions in Jefferson County utilizing the system. Several other jurisdictions in Shelby County and St. Clair County are currently using the technology as well. Some jurisdictions that have the system are actually adding additional cameras to improve crime reducing efforts and crime solvability.

Capabilities of the system include alerts on warrants/wants on individuals or vehicles as they pass a camera position. Officers would be alerted when stolen tags or stolen vehicles pass by. Sex Offender notification when a registered sex offender enters the city. All of which are critical information to Officers on the street patrolling neighborhoods and business areas. Known violent offenders will be known when entering Mountain Brook due to the Flock ALPR camera system being in place. The system can also be used to enter known suspect tag numbers to alert when entering the city or passing a Flock camera location. Many features can be utilized with the system including intelligence gathering and officer/citizen safety.

Flock Safety produces high quality still frames to quickly get to the moment of the crime to be utilized by police. The information produces a picture of the vehicle along with the tag/vehicle information. The data is stored in the cloud rather than on the device itself so that it's fast and easy to access footage when needed. This also allows the company to continue to improve the software and deploy enhancements out to our cameras in real-time. Flock has developed sophisticated machine vision algorithms to reduce hours of footage across multiple cameras into a single simple to use interface that focuses on what police are looking for and not just the time of day. Different avenues of search related fields are available to investigators for specific information on the vehicle itself, not just a tag number.

By purchasing the Flock ALPR system through Alabama Power, the cameras can be mounted on existing power poles. It is a discreet design designed specifically for neighborhoods, avoiding traditional eyesores of security cameras. The power source would be a 14"x21" 30W Solar Panel with a 14Ah battery back-up. The camera system can also be placed on sign trailers for mobile use, in the need for highly attended events or for isolated crime in specific areas. The cameras are maintained by Flock and only the data is owned by the police department.

The technology and capabilities of the Flock ALPR system gives police a clear advantage at solving crimes and reducing crime rate. The information supplied by the camera system allows investigators to have immediate possibilities of leads to follow in the investigation of a crime. The technology will provide information that will be utilized by investigators to not only develop leads and/or suspects, but also deter future crime by successful investigations and the mere presence/knowledge of the camera system in the city.