REGULAR MEETING AGENDA
MOUNTAIN BROOK CITY COUNCIL

OCTOBER 12, 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, public gatherings of 10 or more are generally not permitted without adequate social distancing. Should anyone wish to listen, observe or participate in the City Council meeting above, please join by way of the Zoom app (re: Meeting ID 801-559-1126, password 10122020). Should the meeting be interrupted for any reason, meeting attendees, participants and presenters should contact the City at city@mtnbrook.org for instructions.

1. Approval of the minutes of the September 28, 2020, regular meeting of the City Council.

2. Consideration: Resolution authorizing the execution of the following service agreements:
   a. All In Mountain Brook
   b. Mountain Brook Chamber of Commerce
   c. Birmingham Zoo
   d. Birmingham Botanical Society
   e. Jefferson Blount St. Clair Mental Health Authority
   f. Prescott House

3. Consideration: Resolution accepting the professional services proposal submitted by Skipper Consulting, Inc. for a traffic study and potential traffic control device design for the crosswalk crossing Montevallo Road west of Canterbury Road and design of a pedestrian-actuated flashing beacon for the crosswalk crossing Overbrook Road at Pine Crest Road.

4. Consideration: Resolution authorizing the execution of the engagement letter for the financial and compliance audit of the City as of and for the year ended September 30, 2020.

5. Consideration: Resolution accepting the professional services proposal submitted by Fontenot Benefits & Actuarial Consulting for their valuation of the City’s retiree medical benefit plan as required every two year by GASB 75 and assist in the development of the required financial disclosures of the fiscal years ending September 30, 2020 and 2021.

6. Consideration: Resolution ratifying the acceptance of the professional services proposal submitted by Segal Consulting for actuarial consultation services.

7. Consideration: Resolution declaring certain property surplus and authorizing its sale at public Internet auction (or disposal of items not sold at said auction).

8. Consideration: Resolution authorizing the execution of an agreement between the City and Schoel Engineering Company, Inc., with respect to their development of construction documents with design details for the recommended improvements to the detention pond located at Mountain Brook Junior High.

9. Consideration: Resolution authorizing the installation of a fire hydrant to serve the Overton Village Townhomes the cost of installation to be paid by the developer.

10. Announcement: The next regular meeting of the City Council is October 26, 2020, at 7:00 p.m. (means and location to be announced).

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

The City Council of the City of Mountain Brook, Alabama met informally by way of Internet video conference at 5:30 p.m. on the 28th day of September, 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 Attorneys Whit Colvin and Steve Stine, City Manager Sam Gaston, and City Clerk Steven Boone.

1. AGENDA

1. Update on School’s COVID-19 preparations/plans—Richard Barlow, School Superintendent

Barlow:
- The School System is relying heavily on the Jefferson County Health Department Officer, Alabama Department of Public Health and the State Department of Education (to a lesser degree) as it develops its pandemic policies and practices
- Teachers are conducting both the virtual and traditional instruction which requires a lot of work
- Mitigating strategies have been implemented and seem to be having a positive impact
- Covid-19 numbers have been extremely low which he attributes to distancing, masking and hygiene
- Some students are thriving while others are struggling
- Those that are struggling are encouraged to have their parents contact the teacher for support
- Struggling students are often asked to come into the school on their virtual days for more individualized attention
- A Mental Health Services Coordinator was hired about 3-weeks ago who is working with teachers and administrators to identify issues and plans of action to address those issues
- The Schools are already working on plans for when traditional classes resume system-wide
- Every system in the schools has been modified due to the pandemic. These modifications continue to be a work-in-progress.
- In response to Pritchard’s question as to what else the City can do to assist, Barlow thanked the City for its support and asked that City officials continue to reassure callers that the School System is doing the best it can and continues to explore opportunities for improvement. Also, remind the community to support the educators.
Regarding PPE, sanitizers, etc., the School System continues to purchase what it needs and is working on a CARES Act reimbursement request offered to the Schools by the City for costs already incurred.

In response to a question by Mayor Welch, the 6-15 rule was established by the CDC which stipulates that if anyone comes within 6 feet of someone testing positive for COVID-19 for a period of 15 minutes they must quarantine for 14-days. During quarantine, students are attending classes virtually. Contact tracing can be challenging but can be effective in stemming the spread of the virus.

In response to a question by Council member Shelton, Jefferson County-specific infection rate statistics have not been readily available. Friday afternoon was the first time such statistics were provided by the Jefferson County Health Department.

The PTOs are being encouraged to support the teachers.

2. Library Board appointment—Lindsay Gardner (Resolution No 2020-165 was added to the formal meeting agenda.) Kirk Forrester will fill the seat vacated by Penny Paige.

3. Beech Circle closure traffic study—Richard Caudle of Skipper Consultants (Appendix 1).

Caudle:
- The traffic counts indicate that 355 cars/trips daily have been diverted to side streets since the pre-closure counts
- Beech Circle travel speeds were measured most recently in August 2020. Traffic volume is still lighter than usual due to the pandemic. Traffic counts did not increase significantly within the surrounding network.
- Only 1-2% of vehicles were observed traveling more than 30 miles per hour
- Two additional 25 mile per hour speed limit signs are recommended
- It does not appear that motorists driving over the bollards have been a big issue. The City is attempting to locate one UPS driver that reportedly drives over the bollards routinely.
- Caudle does not believe another traffic count later will yield significantly different results (maybe a reversion back to pre-pandemic volumes)

The members of the City Council agreed with Skipper’s recommendation to install two additional 25 mile per hour speed limit signs along Beech Circle to reinforce the existing speed limit.

4. Request for another review of the crosswalk at Overbrook Road and Pine Crest Road—Sam Gaston (Appendix 2).

Caudle:
- In August 2015, this area was studied. From the crosswalk northward, the sight visibility is limited.
- Pedestrians (generally children) routinely cross the street diagonally which is against the law
- There is not enough pedestrian volume to warrant a signal
- There is not an immediate need for change
- The Trotters would like the City to install some type of additional control
- To that end, a pair of push buttons to activate flashing lights could be installed.
- The school zone could be expanded although it already exceeds the recommended area. Favors a flashing signal [when needed] over an extended 15 mile per hour school zone.

Chief Cook is reluctant to extend the school zone.
Richard Caudle shall present a professional services agreement/proposal for the Council’s consideration on October 12, 2020, along with the Montevallo Road at Canterbury Road crosswalk scope of work.

5. HVAC Purification System Bids—Steven Boone and Steve Stine (Appendix 3). Council member Black expressed his reservations that such a comprehensive installation across a variety of equipment types and manufacturers has the potential for numerous technical failings that only a professional engineer could predict, anticipate, and design. Often, a design professional may recommend NOT doing something the owner desires to do because of their understating of the technical issues and the value (or lack thereof) of spending money on a given project. Black acknowledged this project is potentially funded by CARES Act, and the deadline involved, but having spent a lot of time around commercial mechanical systems and their design professionals, has reservations about proceeding within such a limited time span and without proper design considerations. This project may be more complex than can be handled by a one-page performance specification. Also, equipment delivery lead times may impact the ability to finish this on time.

Black suggested delaying the bid opening one week and issuing an addendum requiring the bidders have a mechanical engineer provide a stamp that the systems will function as intended. Boone is to continue researching the matter and a subcommittee comprised of Council member Black, City Attorney Stine, Steven Boone and Sam Gaston will work to address the concerns raised in a timely manner.

[Note: The invitation to bid was cancelled on September 29, 2020.]

6. Live Fire Training facility at the Fire Training Tower area—Chief Mullins (Appendix 4). The units will be purchased and installed by Fire Department personnel. These units will help the City retain current Class 2 ISO rating. During recruit classes, the City must utilize the facilities of Hoover to conduct live burn training exercises. This proposal is scheduled to be considered at the next Planning Commission meeting. The Fire Chief will request a purchase order to proceed provided the Planning Commission approves the proposal.

7. Review of the other matters to be considered at the formal (7 p.m.) meeting.

   a. Also added to the formal meeting agenda was Resolution No. 2020-166, awarding the bid for the low slope roof replacement at the O’Neal Library

2. EXECUTIVE SESSION AND ADJOURNMENT

There being no further business or matters for discussion, Council President Smith made a motion that the City Council convene in executive session to discuss a real estate matter and that the City Council shall not reconvene upon conclusion of the executive session. The City Attorney then certified that the subject matter of the executive session is permissible under the Open Meetings Act. The motion was seconded by Council President Pro Tempore Pritchard. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. 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 then adjourned the meeting at approximately 6:30 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 September 28, 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 October 12, 2020
MINUTES OF THE JOINT, REGULAR OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK AND THE
MOUNTAIN BROOK EMERGENCY COMMUNICATIONS (E911) DISTRICT
SEPTEMBER 28, 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 elected officials met by way of Internet video conference and
allowed the public to listen, observe and participate by the same means.]

The City Council of the City of Mountain Brook, Alabama and Board of Directors of the Mountain
Brook Emergency Communications District met by way of Internet video conference at 7:00 p.m. on the 28th
day of September, 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. PRESENTATION

Mayor Welch read aloud the Downs Syndrome Awareness proclamation (No. 2020-160, Exhibit 1) to
Ms. Anna Ruth McCalley and daughter, Francis.

2. 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 September 14, 2020, regular meeting of the City Council

Approval of the minutes of the September 21, 2020, special meeting of the City Council

2020-160   Downs Syndrome Awareness proclamation

2020-161   Establish the employees’ and retirees’ monthly premiums for
            medical insurance effective for employee payroll checks dated
            December 11, 2020, and retiree premiums due on January 1,
            2021

2020-162   Increase the salary schedule for all classified, unclassified and
            part-time employees by one-half of one percent (1/2%) effective
            October 13, 2020, and increase the compensation for contract
            security services for the City’s Public Works facilities
            (Resolution No. 2013-146), the City Prosecutor, and Municipal

Exhibit 1
Exhibit 2,
Appendix 1
Exhibit 3
Judges by one half of one percent (1/2%) effective October 1, 2020

2020-163 Resolution of the Board of Commissioners of the E911 District adopting the budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021

2020-165 Appoint Kirk Forrester to The O'Neal Library Board, to serve without compensation, her term to end September 28, 2024

2020-166 Award the bid in the amount of $119,000.00 to Alabama Roofing & Sheet Metal, Inc., for the installation of a low slope roof at the O’Neal Library building (#B-20200825-673) being the lowest and best bid and determined to be in compliance with the bid specifications, and authorize the execution of a contract and/or such other documents that may be determined necessary related thereto

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

Ayes: Virginia C. 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, proclamation (No. 2020-160) and resolutions (Nos. 2020-161 through 2020-163, 2020-165 and 2020-166) were adopted by a vote of 5—0 that and as evidence thereof she signed the same.

3. CONSIDERATION OF A RESOLUTION (NO. 2020-164) APPROVING THE STACKING STUDY FOR A BANK DRIVE-THROUGH IN BLOCK 8 OF LANE PARKE (EXHIBIT 6, APPENDIX 5)

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

Mel McElroy, 1901 6th Avenue North, representing Evson, Inc. and Lane Park Retail, LLC:
- The applicant is presenting and requesting approval of a stacking study that will allow a bank drive-through in Block 8 of the Lane Parke development
- Last year, the City approved an additional drive-through under the condition that anytime a drive-through was requested, a traffic and stacking study be presented for the Council’s consideration and approval
- A prospective banking tenant has prompted the current request

Richard Caudle of Skipper Consulting:
- The proposed drive-through is a single lane/window and will also contain the overnight drop box and ATM machine
- The current proposal will allow the stacking of two vehicles within the actual drive-through. Additionally, seven vehicles could be stacked before obstructing Culver Road.
• Over the years, bank drive-through queuing requirements have decreased
• Skipper observed similar bank drive-throughs in the metropolitan area and performed studies. These studies indicated that during the lunch rush the two vehicle queues would be exceeded by one vehicle for about two minutes. The same is expected to occur just prior to closing time.
• The queue may back into the [employee] parking area for about seven minutes during the day but never get close to obstructing Culver Road
• The data was collected in the second week of March just prior to the pandemic shutdowns

Mary Beyer of Crawford Square Real Estate Advisors:
• The proposed bank is about 2,200 square feet (about the size of Reliant Bank in Crestline Village)
• The teller window location is intentionally positioned for the stacking to work
• There are a total of four drive-throughs allowed in the PUD (Regions Bank, a coffee shop, the current proposed bank and one other in Block 5); however, no others are contemplated at this time.

There being no comments or questions, President Smith called for a motion. Council member Black made a motion for the adoption of said resolution. 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 resolution (No. 2020-164) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

4. CONSIDERATION OF AN ORDINANCE (NO. 2078) AMENDING THE LANE PARKE PUD MASTER DEVELOPMENT PLAN TO ALLOW SERVICE USES (EXHIBIT 7, APPENDIX 6)

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

Mel McElroy:
• Applicant seeks to add five additional potential conditional uses to the PUD (barber shops, beauty shops/hair salons, interior design studios, nail salons and neuromuscular therapists—all listed in the Local Business District standards)
• Interest from a couple of tenants within these categories has been shown but because they are not permitted, they have been turned away
• The PUD was originally approved using a shared parking model based on certain assumptions about the types and mix of uses and arrives at a parking requirement based on an expressed formula.
• The PUD provides that if uses differ from the initial parking study then an updated parking study is required to be submitted along with the conditional use application
• Everyone wants to see Lane Parke move forward and this change will facilitate that goal

Dana Hazen, City Planner:
• If the PUD modification is approved and the developer brings a conditional use application before the Council with a parking study that satisfies the requirements, the City should follow the model outlined in the Local Business District section and approve the conditional use application for consistency
• If a conditionally approved tenant changes, as long as the subsequent tenant is of the same type of business, then another conditional use application will not be necessary. If, however, suppose a
hair salon changed to another hair salon but with a different number of chairs, a conditional use application would be required.

Council member Black:
- Views this as necessary for the City to help the developer with its leasing in order to get the Phase 2 development built. Once built, the City will be in a better position to pursue the desired mix of businesses.

Council members Shelton and Womack:
- Expressed their concerns that the City will end up with a village with a lot of service businesses

Mary Beyer:
- Crawford wants to market this property appropriately but before they can do that they must get it out of the ground. This change will facilitate that happening.
- Views the current state of Phase 2 area as much less desirable for the community than the services proposal being considered
- There is no desire to stuff this development with a bunch of service uses
- Business operators must see something to pique their interest

Black:
- It is unlikely the development could lease up with these service uses

Hazen:
- Does not think there is enough parking to allow these types of higher-parking demand uses

Caudle (26:40):
- Skipper did not conduct the initial Lane Parke parking study
- Service tenants do generally require more parking than retailers
- The shared use parking model recognizes that certain uses hit their peak parking demand at different times during the day. Therefore, it would be difficult to make a blanket statement that service uses will require more parking than retail without a detailed parking study.

Council President Pro Tempore:
- Does not like this proposal but thinks it is necessary in order for the development to move forward
- Thinks the developer and business recruiters understand that overloading the space with service uses will be self-defeating

Mayor Welch
- Thinks the City must do whatever it takes to get this development moving forward

President Smith
- Does not like this proposal at all
- Once complete, this is supposed to be part of Mountain Brook Village. Some of the uses proposed are already available in the area.

Sam Heidi with Crawford Square:
- Some of these conditional uses are complimentary to the other uses already in the area as well as hotel guests and others are unique
- The owner has the power to tell employees where to park
- The service businesses will allow the developer to construct and lease the remaining 45,000 square feet
- Does not view this request as anything out of the ordinary

Council member Womack:
- This development was so controversial and so well vetted making these changes more concerning
Mel McElroy:
  • Neuromuscular therapy is like a massage muscular therapy clinic for patients

Mary Beyer interprets this more like a Massage Envy.

Dana Hazen agrees—like a Massage Envy or like what is offered at the Grand Bohemian.

There being no comments or questions, President Smith called for a motion. Council member 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 member Black moved for the adoption of said ordinance. 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

Nays:  Lloyd C. Shelton  
        Alice B. Womack

The Council President Smith declared that the said ordinance (No. 2078) is hereby adopted by a vote of 3—2 and, as evidence thereof, she signed the same.

5. CONSIDERATION OF AN ORDINANCE (NO. 2079) AUTHORIZING THE PLACEMENT OF A STOP SIGN ON BRIAR OAK CIRCLE (NORTHBOUND) AT ITS INTERSECTION WITH BRIAR OAK CIRCLE (EXHIBIT 8, APPENDIX 7)

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 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. 2079) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

6.  CONSIDERATION OF AN ORDINANCE (NO. 2080) ADOPTING THE CITY’S BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021 (APPENDIX 8)

The ordinance was introduced in writing by Council President Smith who then Council member Shelton to make some comments.

Shelton:
- The budget started out with a $1.4 million deficit
- The budget being considered shows a $205,000 General Fund surplus thanks to the efforts of the department heads
- Total revenues are $40.4 million compared to total expenses and transfers of $40.2 million
- In the Capital Projects Fund shows a deficit of $2.9 million due largely to significant investments in bridges and ball fields
- The budget includes a 5.5% increase in medical insurance and a 1/2% pay increase for employees
- The City will continue to over fund the pension plan in the amount of $350,000

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 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 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 President Smith. 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. 2080) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

7. CONSIDERATION OF AN ORDINANCE (NO. 2081) INCREASING THE SALARY OF THE CITY MANAGER BY ONE-HALF OF ONE PERCENT (1/2%) EFFECTIVE OCTOBER 13, 2020, AND AMENDING THE RELATED EMPLOYMENT AGREEMENT (EXHIBIT 9, APPENDIX 9)

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 Shelton 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 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 that the said ordinance (No. 2081) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

8. ANNOUNCEMENT

The next regular meeting of the City Council is September 28, 2020, at 7:00 p.m. (means and location to be announced).
9. ADJOURNMENT

There being no further business or matters for discussion, Council President Smith adjourned the meeting at approximately 7:45 p.m.

10. 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 September 28, 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 September 28, 2020

EXHIBIT 1

PROCLAMATION NO. 2020-160
DOWN SYNDROME AWARENESS

WHEREAS, Down syndrome is the most frequently occurring chromosomal disorder and is the leading cause of intellectual and developmental delay in the United States; people with Down syndrome deserve fundamental human and civil rights; and

WHEREAS, approximately one in every 691 children are born with Down syndrome, representing an estimated 5,000 births per year in the United States with approximately 85 of those annual births occurring here in Alabama, there are approximately 250,000 individual citizens with Down syndrome in the United States; and

WHEREAS, today through the efforts of parents, activists, advocacy organizations, and self-advocates; people with Down syndrome are offered early intervention services, attend school, procure appropriate health care, choose to live at home or independently; receive transition services and vocational training; have meaningful relationships, volunteer opportunities, maintain a job, experience a life of inclusion and rewarding maturity; and

WHEREAS, yet despite significant increases in lifespan and intellectual opportunities over the past decade, there is still much work to be done regarding the rights to equality, inclusion, education, medical care, research, employment and support for people with Down syndrome; and

WHEREAS, through public awareness, the City of Mountain Brook supports the initiatives of organizations working to ensure people with Down syndrome have adequate services, are valued by society, and can lead fulfilling and productive lives in our community;

NOW, THEREFORE, I Stewart H. Welch III, Mayor of the City of Mountain Brook, Alabama, do hereby proclaim

October 1st as DOWN SYNDROME AWARENESS DAY and
October as DOWN SYNDROME AWARENESS MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Mountain Brook to be affixed the
RESOLUTION NO. 2020-167

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to enter into an agreement with All In Mountain Brook, in the form as attached hereto as Exhibit A, subject to such minor changes as may be determined appropriate by the City Attorney.

ADOPTED: This 12th day of October, 2020.

__________________________________________
Council President

APPROVED: This 12th day of October, 2020.

__________________________________________
Mayor

CERTIFICATION

I, Steven Boone, City Clerk for 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 October 12, 2020, as same appears in the minutes of record of said meeting.

__________________________________________
City Clerk
STATE OF ALABAMA

COUNTY OF JEFFERSON

CONTRACT AGREEMENT

THIS AGREEMENT is entered into on this the _12th_ day of __October__, 2020, by and between the City of Mountain Brook (hereinafter referred to as “City”) and All In Mountain Brook (hereinafter referred to as “Contractor”):

WHEREAS, municipalities in the State of Alabama are authorized to promote the public health, safety, morals, security, prosperity, contentment and the general welfare of the community;

WHEREAS, All In Mountain Brook is an organization which has as one of its goals the promotion of public health, safety, morals, security, prosperity, contentment and the general welfare in the City of Mountain Brook—specifically, the enhancement and protection of the lives of Mountain Brook youth;

WHEREAS, the City Council of the City of Mountain Brook, Alabama desires to enter into a contract with the Contractor for the purpose of providing services and resources to residents of the City of Mountain Brook which are designed to combat issues and problems that place the lives and well-being of Mountain Brook youth at risk;

WITNESSETH,

1. That the City, for and in consideration of the covenants and agreements hereinafter set out to be kept and performed by the Contractor, does hereby agree to pay the Contractor the sum of $10,000.00 (Ten Thousand and No/100 Dollars) (hereinafter referred to as the “Contract Amount”) for performing the services herein provided for the period beginning October 1, 2020, through September 30, 2021.

2. **SCOPE OF SERVICES:**

   In consideration of the covenants and agreements made herein by the City, the Contractor agrees that the Contractor shall be totally responsible for, and shall have exclusive control over, the management and disbursement of the Contract Amount, and that the Contract Amount shall be used only for the purposes herein described:

   a. To underwrite All In Mountain Brook parent and student educational programming, thereby targeting families and youth in grades Kindergarten through twelfth grade, including but not limited to All In Mountain Brook speakers, activities, services, materials, and communications designed to combat issues and problems that place the lives and well-being of Mountain Brook youth at risk.

   b. Activities will be planned by appointed Parent Teacher Organization representatives in each school, along with administrators and school counselors.

   c. Contractor anticipates the following disbursement of the contract amount:

      (1) approximately $7,000 for parent and community programs

      (2) approximately $3,000 for student programs

   d. Contractor agrees to provide any and all personnel, supplies, and/or equipment necessary for the services herein to be provided.
3. The Contractor agrees to provide to the City at all reasonable times and places an accounting of the Contractor's expenditure of the Contract Amount.

4. The Contractor shall not transfer or assign this contract or any of the rights and privileges granted herein without the prior written consent of the City.

5. The Contractor agrees that upon violation of any of the covenants and agreements herein contained, on account of any act or omission of the Contractor, the City may, at its option, terminate and cancel this contract and to exercise any remedy, at its option, available to it whether in law or equity.

6. The Contractor agrees it will comply with Title 6 of the Civil Rights Act of 1964 assuring that no person under its employ will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or handicap.

7. Notwithstanding any of the other provisions contained in this contract, the City shall maintain the right to terminate this contract upon proper notice, which shall be in writing and shall be provided to the Contractor at least 30 days prior to the intended date of cancellation.

8. Except as otherwise expressly provided in this Agreement, any notice, consent or other communication required or permitted under this Agreement must be in writing and will be deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service, or, if mailed, three days after the notice is deposited in the United States mail addressed as follows:

To City of Mountain Brook: City Manager
City of Mountain Brook
Post Office Box 130009
Mountain Brook, Alabama 35213

To Contractor: All In Mountain Brook
C/o Dr. Dale Wisely

9. Any time period stated in a notice will be computed from the time the notice is deemed received. Either party may change its mailing address or the individual to receive notice by notifying the other party as provided in this paragraph.

10. No oral agreement or communication with any officer, agent, employee, or consultant of the City either before or after execution of this Agreement will affect or modify any of the terms or obligations contained in this Agreement. Any such oral agreement or communication will be considered as unofficial information and in no way binding upon City or Contractor. Any amendment to this Agreement must be in writing and signed by both parties.
IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the ___ day of __________, 2020

CITY OF MOUNTAIN BROOK,
A Municipal Corporation

BY: ________________________________

Mayor, City of Mountain Brook

WITNESSED:

BY: ________________________________

ALL IN MOUNTAIN BROOK

BY: ________________________________

Its Authorized Agent

Print name: Dale Wisely

Title: Executive Director, All in Mountain Brook

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, ________________________________, a notary public in and for said County in said State, hereby certify that Dale Wisely whose name as Authorized Agent of All In Mountain Brook, a nonprofit corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she, as such officer and with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand this the ___ day of __________, 2020.

______________________________

NOTARY PUBLIC

My Commission Expires:
RESOLUTION NO. 2020-168

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of an agreement between the City and Mountain Brook Chamber of Commerce, in the form as attached hereto as Exhibit A, subject to minor changes as may be determined appropriate by the City Attorney.

ADOPTED: This 12th day of October 2020.

__________________________________________
Council President

APPROVED: This 12th day of October 2020.

__________________________________________
Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City 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 October 12, 2020, as same appears in the minutes of record of said meeting.

__________________________________________
City Clerk
EXHIBIT A

AGREEMENT FOR SERVICES

This Agreement entered into between the City of Mountain Brook, an Alabama municipal corporation ("City") and Mountain Brook Chamber of Commerce, an Alabama non-profit corporation ("Chamber"). City and Chamber hereby agree as follows.

1. This Agreement shall be in effect for a period of two years (October 1, 2020 through September 30, 2022).

2. Notwithstanding any other provision of this Agreement, it is agreed that City shall not be liable for any of the debts or obligations incurred by Chamber, nor shall City be deemed or considered a partner, joint venture or otherwise interested in the assets of Chamber, or profits earned or derived by Chamber, nor shall Chamber at any time use the name or credit of City in purchasing, or attempting to purchase, any equipment, supplies or any other materials or services.

3. Chamber, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City, but shall be deemed to be an independent contractor in every respect and shall take all steps, at Chamber's expense, as City may, from time to time, request to indicate that Chamber is an independent contractor.

4. City shall allow Chamber to include membership application, Chamber information and cover letter to be included with the City's annual business license renewal mailing.

5. Chamber may not transfer or assign its interest in this Agreement or assign its rights, duties or obligations under this Agreement without the prior written approval of City.

6. City shall not assume any responsibility for the means by which, or the manner in which, services are provided by Chamber.

7. Chamber agrees to comply strictly with all applicable ordinances and laws while performing its obligations under this Agreement.

8. City agrees to pay Chamber an amount not to exceed the sum of $153,235.00 each year from October 1, 2020 through September 30, 2022 for all services to be performed by Chamber under this Agreement. Said sum shall be paid as follows:

<table>
<thead>
<tr>
<th>Installment Due Date or Event</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upon execution of this Agreement</td>
<td>$38,308.75</td>
</tr>
<tr>
<td>December 1, 2020</td>
<td>38,308.75</td>
</tr>
<tr>
<td>May 1, 2021</td>
<td>38,308.75</td>
</tr>
<tr>
<td>September 1, 2021</td>
<td>38,308.75</td>
</tr>
<tr>
<td>On or after October 1, 2020 and after the fiscal 2021 budget is approved by the City</td>
<td>38,308.75</td>
</tr>
<tr>
<td>December 1, 2021</td>
<td>38,308.75</td>
</tr>
</tbody>
</table>
Installment Due Date or Event                      Amount
May 1, 2021 ........................................... 38,308.75
September 1, 2021 ...................................... 38,308.75

9. In consideration of the foregoing, Chamber agrees to provide City the following services:
(a) provide and maintain within the Chamber organization a program for citywide economic development;
(b) provide a professionally qualified Chamber staff to carry on the functions of Chamber,
(c) seek, discover and endeavor to attract and promote tourism and commercial development for the benefit and economic improvement of City;
(d) gather, keep updated, research and distribute information and data to be used as advertisements and presentations for general and specific commercial prospects;
(e) develop, produce and secure maps, charts, photographs, brochures, briefing facilities, reports, etc., as are necessary and required to promote adequately new and expanding commercial and office development within City;
(f) for the economic development of City, maintain contact, and cooperate and work closely, with other agencies and organizations with similar purposes such as the Alabama Development Office, industrial development departments of public and private utilities, The Metropolitan Development Board, local, area and regional planning agencies, highway, air and other transportation agencies, organizations and individuals;
(g) stay familiar with local, state, regional and national trends in economic development; create more and better jobs, for the benefit of City and its citizens, through land control, site development, local and area technical institutions and any and all other sources and aids;
(h) receive, study and respond to all mail inquiries and City referrals which are directly or otherwise sent to City by potential visitors, businesses and professional people, students from all over the United States and the world, research and survey agencies and outside sources and individuals seeking information about the community, its people, government, history, economic base, institutions, professions, state and federal agencies, schools and educational institutions, housing, job opportunities, legal professions, hospitals, and paramedical services, churches, climatic conditions, laws and statutes, taxes and licenses;
(i) serve as principal public relations and information agency for City and for all people who are referred to Chamber by City and who come to Chamber's office
or otherwise contact Chamber, but would otherwise have to call upon City for the services and information enumerated in the above item;

(j) welcome individuals and groups deemed by City to be important to City, and assist and help in coordinating ground-breaking ceremonies, openings, civic presentations and other activities involving City and its officials;

(k) report semi-annually to the Mountain Brook City Council on activities within City relating to economic development and other important subjects relating to City;

(l) assist businesses in conjunction with the City Council and assist new and expanding businesses, agencies, institutions and people moving to the area; and through management and staff of the Chamber, as well as volunteers, to do what is possible to foster and promote the City to create and maintain its good name.

10. In addition to the foregoing services to be provided by Chamber to City:

(a) The Chamber shall solicit and secure funds from various merchants located in the City where such funds shall be used toward the cost of advertising.

(b) Chamber will assist in the planning and implementation of at least two major promotional campaigns for each of the three major commercial areas of the City and assist in any other planned and approved minor event for any of the villages or commercial areas of the City. i.e. Highway 280 or Overton Village, which may include but is not limited to advertising, live entertainment, promotional prizes, contest prizes, and refreshments.

(c) Chamber shall use its best good faith efforts to sell advertisements for the Mountain Brook Reporter, City’s quarterly newsletter. The gross receipts (“Receipts”) from the sale of such advertisements shall be divided equally between City and Chamber. Chamber shall pay City its share of the Receipts on the fifteenth day of each month following the end of each calendar quarter (April 15, July 15, October 15 and January 15) for advertisements sold during each such calendar quarter.

(d) Chamber will conduct a yearly membership drive.

(e) Chamber shall continue to aggressively promote, market and administer the Village Gold Gift Certificate Program along with developing, marketing and administering other phases of the Village Gold Program.

(f) Chamber shall continue to develop its web technology as one of the primary methods of marketing the City, its commercial areas and individual businesses, along with serving as a primary communication tool to the residence and general public.
(g) Chamber will continue to develop a branding image for the organization and its membership to include marketing materials in keeping with the image of the Chamber and the City of Mountain Brook.

IN WITNESS WHEREOF, City of Mountain Brook has caused this Agreement to be executed by its duly authorized Mayor and Mountain Brook Chamber of Commerce has caused this Agreement to be executed by its duly authorized corporate officer, on the date or dates beneath their signatures.

ATTEST:

By ____________________________
Its City Clerk

______________________________
Date of execution

ATTEST:

By ____________________________
Its ____________________________

______________________________
Date of execution

CITY OF MOUNTAIN BROOK

By ____________________________
Its Mayor

MOUNTAIN BROOK
CHAMBER OF COMMERCE

By ____________________________
Its ____________________________
RESOLUTION NO. 2020-169

WHEREAS, the Birmingham Zoo ("Zoo") is a regional educational and entertainment attraction located adjacent to the municipal limits of the City of Mountain Brook ("City"); and

WHEREAS, the Zoo serves the Mountain Brook community and its citizens through educational and informational programs, offering educational and family entertainment options, and through its cooperation in the City's recent flood control efforts; and

WHEREAS, the City, as a community partner, supports the mission and purpose of the Zoo, and has provided financial commitments to the Zoo as a result of the Zoo's commitments and service to the City; and

WHEREAS, the City Council of the City of Mountain Brook wishes to extend those financial commitments to the Zoo for an additional year, all as set forth in the attached Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mountain Brook that the City's financial commitments to the Zoo shall be and hereby is extended for an additional year as set forth in the attached Agreement.

BE IT FURTHER RESOLVED that the commitments between the parties expressed in the Agreement are deemed to be fair and adequate and serve a public purpose, and the Mayor is hereby authorized to execute the Agreement on behalf of the City.

ADOPTED: This 12th day of October 2020.

______________________________
Council President

APPROVED: This 12th day of October 2020.

______________________________
Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City 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 October 12, 2020, as same appears in the minutes of record of said meeting.

______________________________
City Clerk

Birmingham Zoo, Inc. Agreement for Services 2020-169
AGREEMENT FOR SERVICES

THIS AGREEMENT made this 12th day of October 2020 by and between the CITY OF MOUNTAIN BROOK, ALABAMA ("Mountain Brook") a municipal corporation of the State of Alabama, and the BIRMINGHAM ZOO, INC. ("Zoo") an Alabama non-profit corporation.

WHEREAS, the City desires to increase the learning opportunities for students who attend Mountain Brook City Schools; and

WHEREAS, the Zoo has developed certain programs, exhibits, and learning opportunities which, in the City's opinion, will be helpful and instructive to said students; and

WHEREAS, such programs, exhibits, and learning experiences are not available at Mountain Brook City Schools; and

WHEREAS, the Zoo has agreed to work cooperatively with and assist the City with future public works projects; and

WHEREAS, the City has agreed to pay the Zoo the sum of Ten Thousand Dollars ($10,000.00), in consideration of the Zoo providing the City the services referred to in this Agreement.

NOW, THEREFORE, consideration of the premises and in consideration of the covenants and agreements contained herein, the City and the Zoo hereby agree as follows:

1. The City shall pay to the Zoo Ten Thousand Dollars ($10,000.00) within sixty (60) days of execution of the agreement and receipt of the Zoo's annual report for the fiscal year ended September 30, 2020.

2. In consideration of the payment of the funds as provided herein, the Zoo shall provide at least the following services to the City ("Services") to the best of their ability based on the health and wellbeing of all parties due to COVID-19, and the guidelines for public safety issued by Jefferson County:

   a. The Zoo will provide educational resources for all pre-scheduled field trips to the Zoo from Mountain Brook City Schools for one (1) year from the date of execution of this Agreement. In addition, all participants in pre-scheduled field trips from Mountain Brook City Schools to the Zoo will be eligible to participate in the Zoo's group discount admission program.

   b. The Zoo will provide to Mountain Brook City Schools a series of educational programming and classes targeting elementary, middle, and high school students free. The Zoo will provide an educational program for each school in the Mountain Brook City Schools system free of charge for one (1) year form the date of the execution of agreement. These programs may include virtual programs, field trip programs or outreach programs targeting elementary, middle and high school students.

   c. The Zoo will use its best efforts to work cooperatively with the City and provide assistance and support to the City with the City's future public works projects that are located near the Zoo.

3. The Zoo shall provide the personnel, supplies, equipment, and expertise necessary to fulfill its obligations to Mountain Brook City Schools under the terms of this Agreement. The Zoo is an independent contractor and none of its agents or employees shall be deemed to be under the control of the City nor shall any of the agents or employees, or other persons, firms, or corporations conducting
business for or on behalf of the Zoo be deemed to be agents or employees of the City.

4. The Zoo shall indemnify the City and its agents, employees, and elected officials and hold them harmless from and against all actions, causes of action, claims, demands, damages, losses and expenses of any kind, including, but not limited to attorney's fees and court costs, which may be asserted against, or suffered by the City or its agents and employees arising out of, or in connection with: (a) the performance or attempted performance by the Zoo or its agents or employees of the Zoo's obligations under this Agreement; and (b) any claim that the payments described herein were improperly paid by the City to the Zoo.

5. The Zoo agrees to employ accounting procedures which are appropriate to the types of operation conducted by the Zoo and which are customary to similar operations. All financial records and other documents pertaining to this Agreement shall be maintained by the Zoo for a period of three (3) years after the expiration or termination of this Agreement. The City shall have full access to, and the right to examine any of such financial records and other documents at all reasonable times during the term of this Agreement and during said three-year period. The Zoo agrees that upon request from the City, the Zoo will submit to and cooperate with periodic audits by the Alabama Department of Public Examiners or other audit procedures requested by the City.

6. If the Zoo fails to comply with the provisions of this Agreement, such failure shall constitute a default under this Agreement and, unless corrected by the Zoo within thirty (30) days following receipt of written notice for the City of such default, shall be deemed a breach of this Agreement and the City shall have a right to terminate this Agreement by giving The Zoo twelve (12) days prior written notice of such termination, and the City shall not be obligated to make any additional payments to the Zoo. Such termination of this Agreement by the City shall not relieve the Zoo of any of its obligations or liabilities to the City under the provisions of paragraph 4 of this Agreement, whether such obligations or liabilities occur or accrue before or after the termination of this Agreement.

In witness whereof, the Birmingham Zoo, Inc. has caused this Agreement to be executed by its duly authorized Chief Executive Officer and the City of Mountain Brook has caused this Agreement to be executed by its duly authorized Mayor, all as of the 12th day of October 2020.

---

**CITY OF MOUNTAIN BROOK**

Stewart Welch III  
Mayor, City of Mountain Brook

Attest:________________________________________

Name/Title:____________________________________

---

**BIRMINGHAM ZOO, INC.**

Chris Pettiford  
Chief Executive Officer, Birmingham Zoo, Inc.

Attest: Karen N. Carroll  
Name/Title: Karen N. Carroll  
VP Development
Mr. Sam Gaston, City Manager  
City of Mountain Brook  
56 Church Street  
Mountain Brook, AL 35213

October 1, 2020

RE: FY-2021 City of Mountain Brook Funding Request

Dear Mr. Gaston:

On behalf of the Birmingham Zoo, we would like to thank you for your continued support. The Birmingham Zoo would like to provide a 2019 report to the City of Mountain Brook. Prior to COVID-19, the Birmingham Zoo was one of the state’s top tourist attractions. In 2019, the Zoo had over 565,000 visitors.

During FY 2019-2020 the Zoo provided educational programming for (89) students attending Cherokee Bend Elementary. The Zoo also provided group discounts for students attending Cherokee Bend Elementary (104), Crestline Elementary School (162) and Mountain Brook Jr. High School (18).

Approximately 8% of Mountain Brook citizens visited the Zoo in 2019. The majority of Zoo visitors come from outside the 5-county area, attracting visitors to the Mountain Brook area, who will visit neighboring stores and restaurants. The Birmingham Zoo has an annual $28 million economic impact. I have enclosed the Zoo’s 2019 Annual Report.

In addition, the Zoo has spent $52 million in capital asset improvements since 1999. It launched its Renew the Zoo capital campaign in 2011 and, since then, has raised over $18 million. Construction for the Asian Passage has been delayed due to COVID-19, along with other capital projects. COVID-19 closed the Birmingham Zoo in March of 2020 for three months. The Zoo is now open 5 days a week due to the loss of revenue. The Zoo is expected to have a $2.5 million operating loss at year-end.

The Zoo is ranked as a 4-Star Charity for the seventh year in a row by Charity Navigator for strong financial health, accountability and transparency with an overall score of 96.18 out of 100. The Zoo is one of only 10 non-profits in the Birmingham area to receive this highly coveted distinction.

As an AZA member, the Birmingham Zoo ranks in the top 10% of animal exhibitors in the nation and is the only accredited Zoo in Alabama. With more than 550 animals and 230 species, the Zoo protects endangered animals and promotes conservation. We invite you to become a part of our vision to educate the public and enhance the Zoo’s habitats and guest experiences and help us to Inspire Passion to Conserve the Natural World.

If I can provide any additional information, please let me know. Thank you for your continued support.

Sincerely,

Karen Carroll
Vice President, Development

cc: Steve Boone, City Clerk, City of Mountain Brook  
Robert Aland, Board Chair  
Chris Pfefferkorn, President & CEO

Inspiring Passion to Conserve the Natural World

BIRMINGHAM ZOO, INC. • 2630 Cahaba Road • Birmingham, AL 35223  
(205) 879-0409 • (205) 879-9426 fax • www.BirminghamZoo.com

ACCRREDITED BY THE
ASSOCIATION OF ZOOS & AQUARIUMS &
RESOLUTION NO. 2020-170

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to enter into a contract with the Birmingham Botanical Society subject to such minor changes as may be determined appropriate by the City Attorney, a copy of which contract is attached hereto as Exhibit A.

ADOPTED: This 12th day of October 2020.

__________________________________________
Council President

APPROVED: This 12th day of October 2020.

__________________________________________
Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City 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 October 12, 2020, as same appears in the minutes of record of said meeting.

__________________________________________
City Clerk

Authorize execution of Birmingham Botanical Society Contract 2020-170
Contract for Services  
Fiscal Year 2021

This contract for services ("Contract") is entered into by and between City of Mt. Brook, an Alabama Municipal corporation ("City"), and the Birmingham Botanical Society, a nonprofit corporation organized under the laws of the State of Alabama ("Association").

Whereas, City desires to increase the learning opportunities for students in its school system including: and

Whereas, Contractor has developed certain programs, exhibits, and learning laboratories which, in the City's opinion, will be helpful and instructive to such students; and

Whereas, such programs, exhibits and learning laboratories are not available in the Mt. Brook school system; and

Whereas, City has agreed to pay contractor the sum of ten thousand dollars ($10,000.00) in consideration of Contractor providing City services referred to in the Contract.

Now, therefore, in consideration of the premises and in consideration of the covenants and agreements contained herein, City and Contractor hereby agree as follows:

1. City shall pay to Contractor the sum of ten thousand dollars ($10,000.00), upon execution of this contract for services for one year from date of execution and receipt of the Association's annual report for the fiscal year ended September 30, 2020.

2. In consideration of the payment of the Contract Funds as provided herein, Contractor shall provide at least the following services to City ("Services"):

   a. Contractor will continue to provide city students with a variety of free science curriculum-based field trips. The trained docents provide activities which are based on Alabama Course of Study: Science

   b. Contractor agrees to inform the teachers about the Contractor's field trips and invite their participation

   c. Field trips are for students in grades Kindergarten (K) through High School, inclusive

   d. During The following field trips are available during the following months:
| Native American Area | September-November  
|----------------------|----------------------
| Dr. George Washington Carver | September-November  
| Garden Gates Workshop  
(Plant Propagation) | January-February  
| Tropical Rain Forest | March-May  
| Alabama Woodlands  
(Interdependence) | September-November  
| Secret Life of Trees | September-November  
| Plants: Inside Out | September-November  
| Pollinator Observation | March-May  

3. Field Trips are available Monday through Friday, inclusive, from 9:30-11:30am. No field trips are offered on federal and state holidays.

4. Schools shall select the students that will attend the contractors' field trips. The Contractor shall not be responsible for providing transportation.

5. Schools shall contact the contractor at least ten (10) business days in advance of a proposed field trip to schedule a date that shall be reasonably convenient for schools and the contractor.

6. The Contractor requires the presence of one (1) adult per ten (10) children for the duration of each field trip.

7. The city and the contractor shall each monitor the number of students that attend the contractor's field trips and shall agree to reconcile the number at the end of the contract period.

8. The Contractor will engage with sophomore-through-senior city high school students.

9. During COVID-19 safety protocols, select field trips will be made available virtually in English and Spanish.

10. City Chamber of Commerce shall seek additional opportunities with the contractor.

11. Contractor shall provide the personnel, supplies, equipment, and expertise necessary to fulfill its obligations under this Contract. Contractor is an independent contractor and
none of its agents or employees shall be deemed to be under the control of City nor shall any of the agents, or employees or other persons, firms, or corporations conducting business for or on behalf of Contractor be deemed to be agents, or employees of City.

4. Contractor shall indemnify City and its agents, employees and elected officials harmless, from and against all actions, causes of action, claims, demands, damages, losses and expenses of any kind, including, but not limited to attorneys' fees and court costs which may be asserted against, or suffered by, City or its agents and employees arising out of, or in connection with: (a) the performance, or attempted performance, by Contractor or its agents or employees of Contractor's obligations under this contract; and (b) any claim that the Contract Funds were improperly paid by City to Contractor.

5. Contractor agrees to employ accounting procedures which are appropriate to the types of operations conducted by Contractor and which are customary to similar operations. All financial records and other documents pertaining to this Contract shall be maintained by Contractor for a period of three (3) years after the expiration or termination of the Contract. City shall have full access to, and the right to examine, any of such financial records and other documents at all reasonable times during the term of this Contract and during said three-year period. Contractor agrees that upon request from City, Contractor will submit to, and cooperate with, periodic audits by Alabama Department of Public Examiners or other audit procedures requested by the city.

6. If Contractor fails to comply with the provisions of the Contract, such failure shall constitute a default under this Contract and, unless corrected by Contractor within thirty (30) days following receipt of written notice from City of such default, shall be deemed a breach of this Contract and City shall have a right to terminate this Contract by giving Contractor ten (10) days prior written notice of such termination, and City shall not be obligated to make any additional payments to Contractor. Such termination of this Contract by City shall not relieve Contractor of any of its obligations or liabilities to City under the provisions of paragraph 4 of this Contract, whether such obligations or liabilities occur or accrue before or after the termination of this Contract.

7. The Association and the representative of the Association who executes this Contract, by the execution of the Contract, certify that:

   a. no part of the Contract Funds paid by City pursuant to this Contract shall be paid to, or used in any way for personal benefit of, any elected official, employee or representative of any government or any family member of any such official, employee or representative, including federal, state, county and municipal governments and any agency of any such government;
b. neither the Association nor any of its officers, agents, representatives or employees has in any way colluded, conspired or connived with any elected official, employee, or representative of City, or any other elected official or public employee, in any manner whatsoever to secure or obtain the Contract; and

c. except as expressly set out in this scope of services of this Contract, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made to any such elected official, employee or representative of City as an inducement or consideration for this Contract.

Any violation of the certification shall constitute a breach and default of this Contract which shall be cause for termination. Upon such termination, the Association shall immediately refund to City all amounts paid by City pursuant to this Contract.

In witness whereof, the Birmingham Botanical Society has caused this Contract to be executed by it duly authorized Executive Director on Oct. 5, 2020, and City of Mt. Brook has caused this Contract to be executed by its duly authorized representative, on Oct. 6, 2020, but this Contract shall be effective as of October 1, 2020.

Birmingham Botanical Society, Inc.

By: ____________________________

It’s Executive Director

City of Mountain Brook

By: ____________________________

By: It’s Mayor
RESOLUTION NO. 2020-171

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to enter into an agreement with the Jefferson–Blount–St. Clair Mental Health Authority, in the form as attached hereto as Exhibit A, subject to such minor changes as may be determined appropriate by the City Attorney.

ADOPTED: This 12th day of October 2020.

________________________________________
Council President

APPROVED: This 12th day of October 2020.

________________________________________
Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City 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 October 12, 2020, as same appears in the minutes of record of said meeting.

________________________________________
City Clerk
STATE OF ALABAMA
COUNTY OF JEFFERSON

CONTRACT AGREEMENT

THIS AGREEMENT is entered into on this the ________ day of ___________ 2020, by and
between the City of Mountain Brook (hereinafter referred to as "City") and the Jefferson –
Blount – St. Clair Mental Health Authority (hereinafter referred to as "Contractor"): 

WHEREAS, municipalities in the State of Alabama are authorized to promote the public
health, safety, morals, security, prosperity, contentment and the general welfare of the
community;

WHEREAS, Jefferson – Blount – St. Clair Mental Health Authority, is an organization
which has as one of its goals the promotion of public health, safety, morals, security, prosperity,
contentment and the general welfare in the City of Mountain Brook;

WHEREAS, the City Council of the City of Mountain Brook, Alabama desires to enter
into a contract with the Contractor for the purpose of providing mental health services to
residents of the City of Mountain Brook;

WITNESSETH,

1. That the City, for and in consideration of the covenants and agreements hereinafter set


out to be kept and performed by the Contractor, does hereby agree to pay the Contractor the sum of TWO THOUSAND ONE HUNDRED and NO/100 ($2,100.00) Dollars, for performing the services herein provided for the period beginning October 1, 2020 through September 30, 2021.

2. **SCOPE OF SERVICES:**

In consideration of the covenants and agreements made herein by the City, the Contractor agrees that is shall be totally responsible for, and shall have exclusive control over the management and disbursement for all such monies received from the City, and that all monies received under this contract shall be used only for the purposes herein described:

a. Provide relief for residents who are in need of crisis stabilization for uninsured mentally ill persons;

b. Provide medication and outpatient therapy for mentally ill persons;

c. Provide housing and treatment for mentally ill persons;

d. Provide in – home therapy for at – risk youths who are in danger of being removed from their homes;

e. Provide case management to access housing and other supports to avoid unnecessary admissions to state hospitals;

f. Provide social work assistance to families; and

g. Contractor agrees to provide any all personnel, supplies, equipment necessary for the services herein to be provided.

3. The Contractor agrees to provide to the City at all reasonable times and places accounting for the expenditure of funds granted herein.

4. The Contractor shall not transfer or assign this contract or the license or any of the rights
and privileges granted herein without the prior written consent of the City.

5. The Contractor agrees that upon violation of any covenants and agreements herein contained, on account of any act or omission of the Contractor, the City may, at its option, terminate and cancel this contract and to exercise any remedy, at its option, available to it whether in law or equity.

6. The Contractor agrees that it will comply with Title 6 of the Civil Rights Act of 1964 assuring that no person under its employ will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or handicap.

7. Notwithstanding any of the other provisions contained in this contract, the City shall maintain the right to terminate this contract upon proper notice, which shall be in writing and shall be provided to the Contractor at least thirty (30) days prior to the intended date of cancellation.

8. Except as otherwise expressly provided in this Agreement, any notice, consent or other communication required or permitted under this Agreement must be in writing and will be deemed received at the time it is personally delivered, on the day it is sent be facsimile transmission, on the second day after its deposit with any commercial air courier or express service, or, if mailed, 3 days after the notice is deposited in the United States mail addressed as follows:
To City of Mountain Brook:
City Manager
City of Mountain Brook
P.O. Box 130009
Mountain Brook, AL 35213

To Contractor:
Jefferson – Blount – St. Clair Health Authority
Yvonne Gallman, Associate Director
940 Montclair Road, Suite 200
Birmingham, AL 35213

Any time period stated in a notice will be computed from the time the notice is deemed received. Either party may change its mailing address or the person to receive notice by notifying the other party as party has provided in this paragraph.

No verbal agreement or conversation with any officer, agent, employee, or consultant of the City either before or after execution of this Agreement, will affect or modify any of the terms or obligations contained in this Agreement. Any such verbal agreement or conversation will be considered as unofficial information and in no way binding upon City or Contractor. Any amendment to this Agreement must be in writing and signed by both parties.
IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the ______
day of ____________________________, 2020.

CITY OF MOUNTAIN BROOK,
A Municipal Corporation

BY: _____________________________________________
    Stewart Welch
    Mayor, City of Mountain Brook

WITNESSED:

BY: _____________________________________________

JEFFERSON – BLOUNT – ST. CLAIR
MENTAL HEALTH AUTHORITY

BY: _____________________________
    Yvonne Gallman
    Its Authorized Agent
    Print name: _____________________________
    Title: _____________________________
I, Lynne Swann, a notary public in and for said County in said State, hereby certify that Lynne Gaemmler, whose name as Authorized Agent of the Jefferson – Blount – St. Clair Mental Health Authority, a nonprofit corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such officer and with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 6th day of October 2020

Lynne Swann
NOTARY PUBLIC

My Commission Expires

LYNNE SWANN
My Commission Expires
December 9, 2023
RESOLUTION NO. 2020-172

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to enter into a contract with the Prescott House subject to such minor changes as may be determined appropriate by the City Attorney, a copy of which contract is attached hereto as Exhibit A.

ADOPTED: This 12th day of October 2020.

________________________________________
Council President

APPROVED: This 12th day of October 2020.

________________________________________
Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City 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 October 12, 2020, as same appears in the minutes of record of said meeting.

________________________________________
City Clerk
CONTRACT FOR SERVICES

Prescott House Child Advocacy Center hereby proposes to provide services to the City of Mountain Brook Police Department in the form of forensic interviews, counseling, team reviews, court preparation, and court accompaniment in all reported cases alleging child abuse, child sexual abuse, and children who have witnessed violent crime.

Prescott House proposes to provide said services, and additional related services as the case may require for FY2021, October 1, 2020 through September 30, 2021.

The City of Mountain Brook agrees to compensate Prescott House Child Advocacy Center for said services in the amount of five thousand dollars ($5,000.00) to be paid during the period stated above.

Maribeth Thomas, M.A., LPC Director

10/05/2020
Date signed

On behalf of the City of Mountain Brook, AL

Date signed
RESOLUTION NO. 2020-173

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that City Council hereby authorizes the execution of a professional services agreement between the City and Skipper Consulting, Inc., in the form as attached hereto as Exhibit A, for a traffic study and potential traffic control device design for the crosswalk crossing Montevallo west of Canterbury Road and for a pedestrian-actuated flashing beacon for the crosswalk crossing Overbrook Road at Pine Crest Road.

ADOPTED: This 12th day of October, 2020.

______________________________
Council President

APPROVED: This 12th day of October, 2020.

______________________________
Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City 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 October 12, 2020, as same appears in the minutes of record of said meeting.

______________________________
City Clerk
PROFESSIONAL SERVICES AGREEMENT
Between
The City of Mountain Brook and Skipper Consulting, Inc.

This Agreement is made by and between the City of Mountain Brook, Alabama ("Client"), doing business at 56 Church Street, Mountain Brook, Alabama 35213 and, Skipper Consulting, Inc. ("Consultant"), doing business at 3644 Vann Road, Suite 100, Birmingham, Alabama 35235.

WHEREAS, the Client requests that the Consultant perform professional traffic engineering services related to a traffic study and potential traffic control device design for the crosswalk crossing Montevallo Road immediately west of Canterbury Road and traffic control device design for a pedestrian-actuated flashing beacon for the crosswalk crossing Overbrook Road at Pine Crest Road, all in the City of Mountain Brook (the "Project" or "Services");

WHEREAS, the parties intend that the Consultant be authorized to start work on the services outlined in this agreement upon execution of this Agreement, and

WHEREAS, the Client and Consultant agree that the Services be performed pursuant to the terms of this Agreement, together with the attached Exhibit A and the Addendum related hereto, which writings constitute the entire agreement between them relating to this assignment.

1. PROFESSIONAL SERVICES: The Consultant agrees to perform the following Services under this Agreement:

   SEE SCOPE OF WORK SET FORTH ON EXHIBIT "A"

The Consultant agrees to perform its Services in a manner that is consistent with professional skill and care that would be provided by other professionals in its industry under same or similar conditions, and in the orderly progress of the Project.

2. CLIENT'S RESPONSIBILITIES: Client, at its expense, will provide the Consultant with all required site information, existing plans, reports, studies, project schedules and similar information that is contained in its files. The Consultant may rely on the information provided by the Client without verification.

The Client will designate a representative who shall have the authority to act on behalf of the Client for this project.

The Client shall participate with the Consultant by providing all information and criteria in a timely manner, review documents and make decisions on project alternatives to the extent necessary to allow the Consultant to perform the scope of work within established schedules.

3. COMPENSATION/ BILLING/ PAYMENT: Skipper Consulting Inc. will undertake and perform the work and Services outlined in Exhibit "A" for a fixed fee (inclusive of all expenses) for a fixed fee in the following amounts:

   Traffic Study – Montevallo Rd at Canterbury Rd Crosswalk $ 3,900.00
   Traffic Control Device Design – Montevallo at Canterbury $ 3,500.00
   Flashing Warning Beacon Design – Overbrook at Pine Crest $ 3,500.00
   Total $10,900.00

1 of 4
The CLIENT will bill for its Services monthly based on the work completed during the billing period. Invoices for uncontested amounts are payable within 30 days from the receipt by the Client, and such payment shall not be contingent or dependent upon any conditions or any action or undertaking of the Client other than those conditions, if any, specifically set forth in this Agreement.

If complications or other unforeseen factors cause a change in the scope of Work outlined in Exhibit “A”, the Consultant will notify the Client in writing of the changes and any adjustments to the fee required by such change. If the Client wishes to undertake tasks that are identified as being outside the proposed scope of services, the Consultant will submit a proposal for the additional work. No additional work or services other than those contemplated herein shall be performed without the written approval of the Client.

If for any reason, payment for uncontested amounts reflected on invoices is more than 30 days delinquent, the Consultant shall have the right to stop work on the assignment until such payment is made. The Consultant will not be liable for any delays to project schedules caused for such work stoppage.

4. STANDARD TERMS AND CONDITIONS

The Client shall have final right of review and approval of all plans and specifications that shall be delivered in connection with the performance of the Services; however, review and approval shall not be withheld unreasonably.

The rights and obligations of the parties to this Agreement may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

Either party may terminate this Agreement upon 10 days’ written notice to the other party should the defaulting party substantially fail to perform any or its material responsibilities in the Agreement through no fault of the party desiring to terminate. In the event of termination of this Agreement, due to the fault of a person or party other than the Consultant, Consultant shall be paid for Services performed to termination date.

The Consultant agrees to furnish consulting services only related to the Project. Consultant shall be responsible for coordination of its work with that of Client.

This Agreement (including Exhibit A and the Addendum) shall constitute the entire agreement between the parties concerning the matters herein, and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated into this Agreement.

Any modification or amendment of this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Alabama.

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.
Neither party to this Agreement shall be liable to the other for any loss, cost, or damages, arising out from or resulting from, any failure to perform in accordance with its terms where the causes of such failure shall occur due to events beyond a party's reasonable control, include, but not limited to, the following: acts of God, strikes, lockouts, or other industrial disturbances, wars, whether declared or undeclared, blockades, insurrections, riots, governmental action, explosions, fire, floods, or any other cause not within the reasonable control of either party.

Consultant shall secure and maintain such insurance as is reflected on the Addendum.

Client shall provide Consultant access to the Project site necessary for the Consultant to provide the services outlined.

The Client's reuse of any report, documents or other deliverables prepared by the Consultant for the Project on any other project without written verification by the Consultant shall be at the Client's risk.

The persons signing this Agreement warrant that they have the authority to sign on behalf of the Client and Consultant.

CLIENT: CITY OF MOUNTAIN BROOK, AL

By: __________________________

Printed Name: __________________________

Title: __________________________

Date: __________________________

CONSULTANT: SKIPPER CONSULTING INC.

By: __________________________

Printed Name: Darrell B. Skipper, P.E.

Title: President

Date: September 29, 2020
EXHIBIT "A"
SCOPE OF WORK

The Consultant shall perform the following scope of work in relation to preparing a traffic study and traffic control device design for the crosswalk crossing Montevallo Road immediately west of Canterbury Road in the City of Mountain Brook.

Traffic Study – Montevallo Road at Canterbury Road Crosswalk

The Consultant will undertake the following scope of work:

- Perform a 24-hour machine traffic count on Montevallo Road, including speed, near the existing crosswalk
- Conduct a video survey of pedestrian activity and vehicular interaction at the crosswalk from 7:00 a.m. to 7:00 p.m.
- Perform vehicle and pedestrian sight distance measurements for the existing crosswalk
- Request and analyze the crash history for the existing crosswalk
- Perform engineering research and analysis to determine the appropriate level of traffic control device treatment for the existing crosswalk
- Prepare a cost estimate to implement recommendations
- Document the study findings in a report
- Present the report and recommendations to City staff and the City Council for action

Traffic Control Device Design – Montevallo Road at Canterbury Road Crosswalk

If the recommended action for traffic control for the existing crosswalk as adopted by the City requires engineering design (such as flashing beacons), the Consultant will prepare design plans for construction. It is anticipated that construction efforts would be less than $50,000, and thus could be performed under Public Works bid law. The Consultant will assist the City in selection of a contractor, reviewing equipment submittals, coordinating any required power service with the City and APCO, and performing an inspection of contractor work.

Flashing Warning Beacon Design – Overbrook Road at Pine Crest Road Crosswalk

Based on the Council decision of September 28, 2020, the Consultant will prepare design plans for construction of a Rapid Rectangular Flashing Beacon warning system with pedestrian pushbutton actuation. It is anticipated that construction efforts would be less than $50,000, and thus could be performed under Public Works bid law. The Consultant will assist the City in selection of a contractor, reviewing equipment submittals, coordinating any required power service with the City and APCO, and performing an inspection of contractor work.

Schedule

The Consultant will perform the scope of work described in "Traffic Study" above, up to and including issuing reports of the study findings, within a period of four (4) weeks from notice to proceed, barring unforeseen circumstances outside of the control of the Consultant. Design services will be accomplished within a period of three (3) weeks from notice to proceed, up to completion of the construction plans.
ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MOUNTAIN BROOK AND SKIPPER CONSULTING, INC. – TRAFFIC ENGINEERING SERVICES (Montevallo Road/Canterbury Road and Overbrook Road/Pine Crest Road Crosswalks)

THIS ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT ("the/this Addendum") between the City of Mountain Brook, Alabama ("the City") and Skipper Consulting, Inc. ("the Contractor") is entered between the parties.

This Addendum is a part of the Professional Services Agreement between the parties (the "Agreement") concerning the work, services or project described in the Agreement. In the event of any conflict between the terms and provisions of this Addendum and the Agreement, the terms herein supersede and control any conflicting or inconsistent terms or provisions, particularly to the extent the conflicting or inconsistent terms or provisions in the Agreement purport either to (a) confer greater rights or remedies on the Contractor than are provided herein or under otherwise applicable law, or to (b) reduce, restrict, or eliminate rights or remedies that would be available to the City under otherwise applicable law. The Addendum shall remain in full force and effect with respect to any amendment, extension, or supplement of or to the principal Agreement, whether or not expressly acknowledged or incorporated therein. No agent, employee, or representative of the City is authorized to waive, modify, or suspend the operation of the Addendum or any of its terms or provisions without the express approval of the Mountain Brook City Council.

1. **Definitions.** For purposes of this Addendum, the terms below have the following meanings:

   A. **"The City"** refers to and includes the City of Mountain Brook, Alabama, and its constituent departments, boards, and agencies. The City may also be referenced in the Agreement as the "Client."

   B. **"The (this) Agreement"** refers to the principal contract, agreement, proposal, quotation, or other document that sets forth the basic terms and conditions under which the Contractor is engaged to provide goods, materials, or services to the City, including the payment or other consideration to be provided by the City in exchange therefor.

   C. **"The Contractor"** refers to the person, firm, or other legal entity that enters the Agreement with the City to provide goods, materials, or services to the City, and includes vendors and suppliers providing goods, materials, and services to the City with or without a formal contract as well as the Contractor’s vendors, suppliers, and subcontractors. The Contractor may also be referenced in the Agreement as the "Consultant."

2. **Dispute Resolution.** If a disagreement, claim, issue or disagreement arises between the parties with respect to the performance of this Agreement or the failure of a Party to perform their respective rights or obligations hereunder (a "Dispute"), the parties will use reasonable efforts to resolve any Dispute at the designated representative level. If the parties are unable to amicably resolve any Dispute at that level, each agree to escalate that matter to senior managers or senior officials for consideration by and potential resolution by them. If the Dispute is not resolved at the senior level, the dispute resolution
mechanism shall be litigation in a court with competent jurisdiction that is located in Jefferson County, Alabama.

3. Attorney’s Fees; Court Costs; Litigation Expenses. The City shall not be liable for attorney’s fees, court costs, litigation expenses, and like charges except and to the extent such fees, costs, and charges would be assessed against the City under applicable law in the absence of any contractual provision imposing or assigning liability therefor.

4. Late Payment Charges; Fees; Interest. The City shall not be liable for any late payment charges, interest, or fees on any delinquent bill for goods, materials, or services, and bills rendered to the City shall not be considered delinquent any earlier than thirty (30) days after rendition of a complete and accurate bill by the Contractor. Contested bills shall not be considered delinquent pending resolution of the dispute.

5. Indemnification; Hold-Harmless; Release; Waiver; Limitations of Liability or Remedies. The City shall not and does not indemnify, hold harmless, or release the Contractor or any other person, firm, or legal entity for, from, or with respect to any claim, cause of action, cost, charge, fee, expense, or liability whatsoever arising out of or relating to the subject matter of the Agreement or the performance or nonperformance thereof; nor shall or does the City waive its right to assert or pursue any remedy or claim for relief of any kind that it may have against the Contractor or any other person, firm, or entity for any actual or alleged default or other breach of legal duty on the part of the Contractor or any person, firm, or entity in privity therewith or acting on Contractor’s behalf. Any limitation or restriction regarding the type, nature, form, amount, or extent of any right, remedy, relief, or recovery that would otherwise be available to the City is expressly disavowed, excluded from the terms of the agreement, and void.

6. Choice of Law; Choice of Venue or Forum. The meaning, legal effect, and enforcement of terms and provisions of the Agreement and the resolution of any disputes arising thereunder or relating thereto shall be governed by the laws of the State of Alabama except to the extent otherwise required by applicable conflict-of-law principles. The venue of any suit, action, or legal proceeding brought to enforce or secure relief by reason of any asserted breach of duty arising out of or relating to the performance or nonperformance of the Agreement shall be Jefferson County, Alabama except to the extent otherwise required by applicable principles of law.

7. Construction of Addendum. Nothing in this Addendum shall be construed to create or impose any duty or liability on the City, to create a right or remedy in favor of the Contractor against the City, or to restrict or abrogate any right or remedy that is available to the City against the Contractor or any other person, firm, or entity under either the principal Agreement or as a matter of law.

8. Independent Contractor. Consultant’s relationship to Client at all times is that of an independent contractor. Consultant exclusively controls the means and methods in which it performs its operations or provides the goods, services or undertaking described in the Agreement. The Client does not reserve any right of control over Consultant’s operations or the activities it utilizes to perform its obligations in the Agreement.

9. Contractor’s Insurance Requirements: For the duration of this Agreement and for limits not less than stated below, the Contractor shall maintain the following insurance with a company(ies) lawfully authorized to do business in the location of the Project and reasonably acceptable to the City:
.1 Comprehensive General Liability: This insurance shall cover all operations performed by or on behalf of Contractor, and provide coverage for bodily injury and property damage with a combined single limit of not less than $500,000 per occurrence.

.2 Automobile Liability: If the work or services performed by the Contractor involves use of motor vehicles on public streets, Automobile Liability covering owned and rented vehicles operated by Contractor with policy limits of not less than Five Hundred Thousand Dollars ($500,000) combined single limit and aggregate for bodily injury and property damage, per occurrence.

.3 Workers Compensation: Workers’ Compensation and Employers Liability as required by statute.

.4 Professional Liability: If Contractor is providing professional services, Professional Liability covering Contractor’s negligent acts, errors and omissions in its performance of professional services with policy limits of not less One Million Dollars ($1,000,000) per claim and in the aggregate.

Contractor may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. These insurance requirements are in addition to and do not affect any indemnification obligation of Contractor herein.

All policies, except for the Workers Compensation and Professional Liability policies shall contain endorsements naming the City, and its officers, employees and agents as additional named insured with respect to liabilities that arise out of and result from the operations of the Contractor or its performance of Services or work. The additional named insured endorsement shall not limit the scope of coverage to the City to vicarious liability, but shall allow coverage for the City to the fullest extent provided by the policy.

All insurance policies required herein are to be primary and non-contributory with any insurance or self-insurance program administered by the City.

Before commencement of Services hereunder, Contractor shall provide the City a certificate(s) of insurance and endorsements (including the additional insured endorsements) evidencing compliance with the requirements in this section. This certificate(s) shall provide that such insurance shall not be terminated or expire without thirty (30) days advance notice to the City.

10. Indemnification for Claims by Third Parties. The Contractor agrees to defend, indemnify, and hold harmless the City, and its agents, employees and officials (collectively hereinafter the “Indemnitees”) from and against all demands, actions, damages, judgments, expenses (including but not limited to attorneys’ fees, expert fees, court costs and other litigation costs), losses, damages, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property, or those for financial loss or damages, collectively hereinafter "Claim(s)") that are made against the City by any third parties (including any employee, agent or representative of the Contractor, collectively “Third Parties”) to the extent that such Claims are caused or allegedly caused by
the negligence of the Consultant in the performance of its Services, its work on the Project described in the Agreement or its failure to perform its obligations in the Agreement.

11. EXCLUSION OF CONSEQUENTIAL DAMAGES. THE CONTRACTOR AGREES AND ACKNOWLEDGES THAT, IN THE EVENT THAT IT ASSERTS ANY CLAIM, DEMAND OR ACTION OF ANY TYPE AGAINST THE CITY ARISING FROM ITS ALLEGED BREACH OF THE AGREEMENT OR ITS FAILURE TO PERFORM ANY OF ITS OBLIGATIONS THEREUNDER, THE MAXIMUM AMOUNT THAT THE CONTRACTOR MAY RECOVER FROM THE CITY AS DAMAGES IN ANY SUCH ACTION IS LIMITED TO THE ACTUAL DAMAGES THAT DIRECTLY ARISE FROM THAT BREACH. THE CONTRACTOR FURTHER ACKNOWLEDGES THAT THE COMMERCIAL TERMS HEREIN WERE PROPOSED AND BASED ON THE ASSUMPTION THAT THIS SPECIFIC LIMITATION IS APPLICABLE, AND THAT THE CITY WOULD NOT ENTERED INTO THIS AGREEMENT WITHOUT INCLUDING THIS LIMITATION. IN NO EVENT WILL THE CITY BE LIABLE TO THE CONTRACTOR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR OTHER SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS. NOTHING IN THIS PROVISION IS INTENDED TO IMPACT, MODIFY, AMEND OR LIMIT THE TERMS OR APPLICATION OF THE INDEMNIFICATION PROVISION IN THE PROVISION ABOVE THAT PERTAINS TO CONTRACTOR'S OBLIGATIONS TO INDEMNIFY THE CITY FOR CLAIMS MADE AGAINST THE CITY BY THIRD PARTIES.

CITY: CITY OF MOUNTAIN BROOK

By:________________________
Printed Name:__________________
Title:________________________
Date:________________________

CONTRACTOR: SKIPPER CONSULTING INC.

By:________________________
Printed Name:__________________
Title:President
Date:September 28, 2020
RESOLUTION NO. 2020-174

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, for and on behalf of the City Council, the audit engagement letter, in the form attached hereto as Exhibit A, with respect to the City's annual independent financial audit.

ADOPTED: This 12th day of October 2020.

________________________________________
Council President

APPROVED: This 12th day of October 2020.

________________________________________
Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City 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 October 12, 2020, as same appears in the minutes of record of said meeting.

________________________________________
City Clerk
October 5, 2020

City of Mountain Brook
56 Church Street
Mountain Brook, AL 32513

We are pleased to confirm our understanding of the services we are to provide the City of Mountain Brook (the “City”) for the year ended September 30, 2020. We will audit the financial statements of the governmental activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for the year ended September 30, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement the City’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City’s RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management’s Discussion and Analysis.
2) Schedules of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual – General Fund.
3) Schedule of Changes in the Net Pension Liability and Related Ratios.
4) Schedule of Employer Contributions - Pension.
5) Schedule of Changes in the OPEB Liability and Related Ratios.
6) Schedule of Employer Contributions - OPEB
7) Schedule of Investment Returns.

We have also been engaged to report on supplementary information other than RSI that accompanies the City’s financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole:
1) Combining and individual fund statements and schedules.
2) Schedule of general fund revenues by source.
3) Comparative statements for individual funds.
4) Schedule of Expenditures of Federal Awards.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

The Government Auditing Standards report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity’s internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity’s internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Mayor and City Council of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting
policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, Government Auditing Standards do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards, federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls
and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, Government Auditing Standards, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City’s compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of City’s major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on City’s compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the OMB data collection form based on information provided by you. These nonaudit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards. We will perform the services in accordance with applicable professional standards. We may, from time to time, provide other permitted non-attest services at management’s request. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations (including federal statutes).
and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related party relationships and transactions, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management’s responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review during field work.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.
You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management’s views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to preparing the OMB data collection form and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with the data collection form, and that you have reviewed and approved the data collection form prior to submission and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, Steven Boone, Finance Director, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Dispute Resolution
In the event of a dispute between the parties which arises out of or relates to this contract or engagement letter, the breach thereof or the services provided or to be provided hereunder, if the dispute cannot be settled through negotiation, the parties agree that before initiating arbitration, litigation or other dispute resolution procedure, they will first try, in good faith, to resolve the dispute through non-binding mediation. All parties agree that an alternative form of dispute resolution shall not be undertaken by either party until the expiration of fifteen (15) calendar days following notice being provided to the other party indicating that the dispute cannot be settled through mediation. The mediation will be administered by the American Arbitration Association under its Dispute Resolution Rules for Professional Accounting and Related Services Disputes. The costs of any mediation proceedings shall be shared equally by all parties.

Limitation of Liability
Except as provided in this agreement, CRI shall not be liable for incidental, consequential, exemplary, special, punitive or ancillary damages of any kind alleged as a result of any cause of action from this agreement, whether arising out of breach of contract, tort or otherwise. Unless otherwise stated in this agreement, both CRI and you agree that the total cumulative liability of CRI (including its employees, directors, officers or agents), shall not exceed the amount of fees earned by CRI related to this engagement during the twelve months preceding the event giving rise to the claim, as such amount shall
serve as a reasonable prospective estimate of any damages which you may suffer through any breach by CRI of the terms of this agreement, as such damages may be speculative or impossible to calculate. If there are unpaid fees owed to CRI, this cumulative liability will be reduced by the value of the unpaid fees with no additional interest or charges, as CRI retains the right to offset any sums claimed as due and owed by you, by any sums to which it is legally entitled. This limitation shall apply whether or not further damages are foreseeable, or whether either party (or its employees, agents, officers or directors) have been advised of the possibility of such damages.

**Governing Law; Venue**

This agreement and performance hereunder shall be governed by the laws of the State of Alabama, without reference to any conflict of laws rules or principles. Any action or proceeding arising from or relating to this agreement must be brought in a state or federal court having jurisdiction in Coffee County, Alabama, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding and agrees to waive any defenses to venue and jurisdiction including *forum non conveniens*.

**Statute of Limitations**

The parties agree that there shall be a one-year statute of limitation (from the delivery of the service or termination of the contract) for the filing of any requests for arbitration, lawsuit, or proceeding related to this agreement. If such a claim is filed more than one year, or the minimum durational period having been determined as permissible by applicable statutory law or by a court of competent jurisdiction, subsequent to the delivery of the service or termination of the contract, whichever occurs first in time, then it shall be precluded by this provision, regardless of whether or not the claim has accrued at that time.

**Electronic Data Communication and Storage and Use of Third Party Service Provider**

In the interest of facilitating our services to your company, we may send data over the Internet, securely store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors’ secured portals or clouds. Electronic data that is confidential to your company may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data, such as, but not limited to, providers of tax return preparation software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require our third-party vendors to do the same.

You recognize and accept that we have no control over, and shall not be responsible for, the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

To enhance our services to you, we will use a combination of remote access, secure file transfer, virtual private network or other collaborative, virtual workspace or other online tools or environments. Access through any combination of these tools allows for on-demand and/or real-time collaboration across geographic boundaries and time zones and allows CRI and you to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use certain of these tools and in addition to execution of this acknowledgement and engagement letter, you may be required to execute a separate client acknowledgement or agreement and agree to be bound by the terms, conditions and limitations of such agreement. You agree that CRI has no responsibility for the activities of its third-party
vendors supplying these tools and agree to indemnify and hold CRI harmless with respect to any and all claims arising from or related to the operation of these tools. While we may back up your files to facilitate our services, you are solely responsible for the backup of your files and records; therefore, we recommend that you also maintain your own backup files of these records. In the event you suffer a loss of any files or records due to accident, inadvertent mistake, or Act of God, copies of which you have provided to us pursuant to this agreement, we shall not be responsible or obligated to provide you a copy of any such file or record which we may retain in our possession.

**Engagement Administration, Fees, and Other**

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, revenue, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the OMB Data Collection Form that summarizes our audit findings. It is management’s responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors’ reports, and corrective action plan) along with the OMB Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The OMB Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors’ reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Carr, Riggs & Ingram, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a Cognizant or Grantor Agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Carr, Riggs & Ingram, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the Cognizant, Grantor Agency, or pass
through entity. If we are aware that a federal awarding agency, pass through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Jason Harpe is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses will not exceed $55,000 for the City’s audit and $8,000 for a Single Audit, when required under OMB regulations. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Carr, Riggs & Ingram, L.L.C.

RESPONSE:
This letter correctly sets forth the understanding of the City.

Management signature: ________________________________

Title: ________________________________

Date: ________________________________

Governance signature: ________________________________

Title: ________________________________

Date: ________________________________
RESOLUTION NO. 2020-175

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby accepts the professional services proposal submitted by Fontenot Benefits & Actuarial Consulting (Exhibit A attached hereto) for their actuarial valuation of the City’s retiree medical benefit plan as required [every two years] by GASB Statement 75 and assist in the development of the required financial disclosures for the fiscal years ending September 30, 2020 and 2021.

ADOPTED: This 12th day of October, 2020.

________________________________________
Council President

APPROVED: This 12th day of October, 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 October 12, 2020, as same appears in the minutes of record of said meeting.

_______________________________________
City Clerk
September 30, 2020

Steven Boone  
City of Mountain Brook  
P.O. Box 130009  
Mountain Brook, AL 35213

Re: Government Accounting Standards Board (GASB)  
Statements 75 Calculations on Other Postemployment Benefits (OPEB)

I am writing this engagement letter for providing the necessary actuarial calculations as required by the published GASB 75.

This engagement would involve the following steps:

1. Preparation of a written actuarial valuation report setting forth results of the calculations and the information required by GASB Statement 75.
2. Assist in the development of the required financial statement reports and assumptions required by GASB 75 for two years.
3. Complete an actuarial review of assumptions.

Our annual professional fee for this engagement will be $3,000 for the GASB 75 valuation and footnotes for September 30, 2020 and 2021.

ACCEPTANCE:

The terms and conditions for this engagement letter correctly state the scope of work to be performed and are accepted by us.

Accepted By:  
Title  


Louisiana  448 Julia Street, Suite 301 New Orleans, LA 70130  
Alabama  One Perimeter Park South, Suite 100N  Birmingham, AL 35243  
Florida  495 Grand Boulevard, Suite 206  Miramar Beach, FL 32550  
Mailing  P.O. Box 6765  Metairie, LA 70009  Email ScottF@FBACLLC.com
RESOLUTION NO. 2020-176

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby ratifies the acceptance of the professional services proposal submitted by Segal Consulting (Exhibit A attached hereto) for actuarial consultation services.

ADOPTED: This 12th day of October, 2020.

________________________________________
Council President

APPROVED: This 12th day of October, 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 October 12, 2020, as same appears in the minutes of record of said meeting.

________________________________________
City Clerk
October 6, 2020

Mr. Steve Boone
Assistant City Manager/
Finance Director
Mountain Brook, Alabama

Re: Consulting Services Contract

Dear Steve:

We look forward to working with you. This letter will serve as our consulting services agreement. Our services will be:

1. Review the documents you provided

2. Be prepared to address questions your compensation committee may have concerning whether or not to provide Tier 2 employees with Tier 1 benefits, with a special focus on the long-term stability of the Plan.

3. Participate in a Zoom call with the committee.

We will bill for our services at our hourly time charge rates not to exceed $5,000. My billing rate is $500 an hour. Other Segal staff as needed range from $280 to $400 an hour. I anticipate that most (if not all) of this project will be my work since this is a high-level review. I anticipate approximately 5-7 hours for prep and review and about 2 hours participating in a group discussion. If this Agreement reflects our mutual understanding, please return one original signed by you (email is preferred), as indicated in the space provided below.

We look forward to working with you on this project.

Sincerely yours,

Segal

By: ____________________________

Name: Leon F. (Rocky) Joyner, Jr. FCA, ASA, MAAA, EA

Title: Senior Vice President and Actuary

ACCEPTED AND AGREED BY Mountain Brook, Alabama

By: ________________________________________

Date: ________________

Name: Steve Boone

Title: Assistant City Manager and Finance Director

9176747v1/96050.902
RESOLUTION NO. 2020-177

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:

Five (5) office chairs with arms and casters

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 said items not sold.

ADOPTED: This 12th day of September, 2020.

__________________________________________
Council President

APPROVED: This 12th day of September, 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 October 12, 2020, as same appears in the minutes of record of said meeting.

__________________________________________
City Clerk

Surplus Property 2020-177
RESOLUTION NO. 2020-178

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the execution of a professional Agreement for Consulting Services agreement between the City and School Engineering Company, Inc., in the form as attached hereto as Exhibit A, subject to such minor revisions recommended by legal counsel, with respect to their design of modifications to the detention pond at Mountain Brook Junior High including preparation of construction documents and design details.

ADOPTED: This 12th day of October, 2020.

__________________________________________________________________________

Council President

APPROVED: This 12th day of October, 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 October 12, 2020, as same appears in the minutes of record of said meeting.

__________________________________________________________________________

City Clerk
Agreement for Consulting Services

Mountain Brook Junior High School Pond Modification

September 10, 2020

This AGREEMENT, entered into by and between The City of Mountain Brook, Alabama, hereinafter referred to as the Client, and School Engineering Company, Inc., hereinafter referred to as the Consultant, is for Consulting Services associated with the design of modifications to existing detention at Mountain Brook Junior High in Mountain Brook, Alabama.

PROJECT OVERVIEW

A detention pond located at the Mountain Brook Junior High School has a history of flooding. A previous study performed by Schoel indicates that modification to the existing pond outlet structure is required for reasonable improvement to the pond function. In addition, further flood protection can be achieved by increasing the vertical operating range by constructing a short wall along a portion of the pond rim. This work will include developing construction documents with design details for the recommended improvements.

PROPOSED SCOPE & SERVICES

1. Design of Outlet Structure Modification and Pond Rim Wall

   The Consultant would prepare Construction Documents for the pond improvements. Previously gathered topographic data will be leverage for this scope item. The detailed scope is as follows:

   - Coordinate as required with Client
   - Develop preliminary design for review and approval by the Client
   - Preparation of Final Construction Plans, Including:

     o Cover Sheet
     o Site Layout Plan
     o Design Details

   - Preparation of technical specifications
   - Submittal to the City for review

   Lump Sum Fee $ 9,500

2. Assistance with Contractor Selection

   The Consultant would assist the Client with contractor selection. The preliminary cost estimate suggests that the cost of the work will not exceed the threshold required by the Public Works Bid Law to seek public bids. The Detailed Scope is as follows:

   - Assist in the selection of the Contractor
   - Address questions posed by selected Contractor, issue clarifications if required
   - Assist client with contract preparation and coordinate Client/Contractor administration
   - Develop unit price or lump sum payment items for Contractor

   Proposed Fee $ 3,500 (fee for this phase billed hourly per enclosed schedule, but not to exceed Proposed Fee)
3. Construction Administration

The Consultant will perform Construction Review to evaluate the Contractor's general conformance with plans and specifications. The Consultant will review Shop Drawings, and work with the Contractor and Client in solving any minor construction related problems that may arise. The Consultant will review and approve pay request and assist with project closeout. The detailed scope is as follows:

- Review of shop drawings
- Construction observation to be performed on an as-needed basis and at the direction of the Client
- Minor construction-related revisions – Revisions required as a result of field conditions or as agreed upon by the Client

Proposed Fee $3,500 (fee for this phase billed hourly per enclosed schedule, but not to exceed Proposed Fee)

NOT INCLUDED IN SCOPE OF WORK

1. Structural engineering
2. Modifications to the pond other than those outlined in the scope
3. Full Construction Engineering and Inspection (CEI), not assumed to be required
4. Assistance with Public Bid for work
5. Video inspection of existing culverts. Can be performed by Client or through an additional services agreement.
6. Construction surveying
7. Preparation of construction easement documents
8. Stormwater permitting with ADEM (not required)

If additional services not included in the above scope are performed, those additional services should be approved by Client in advance and may be billed according to the attached Schedule of Unit Rates.
### SCHEDULE OF UNIT RATES – EFFECTIVE THROUGH 12/31/2020

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Principal</td>
<td>$275.00 per hour</td>
</tr>
<tr>
<td>Principal</td>
<td>$200.00 per hour</td>
</tr>
<tr>
<td>Chief Land Surveyor</td>
<td>$200.00 per hour</td>
</tr>
<tr>
<td>Senior Project Manager</td>
<td>$150.00 per hour</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$140.00 per hour</td>
</tr>
<tr>
<td>Assistant Project Manager</td>
<td>$130.00 per hour</td>
</tr>
<tr>
<td>Senior Professional</td>
<td>$140.00 per hour</td>
</tr>
<tr>
<td>Project Professional</td>
<td>$115.00 per hour</td>
</tr>
<tr>
<td>Staff Professional</td>
<td>$100.00 per hour</td>
</tr>
<tr>
<td>Senior Designer / Survey Drafter / Specialist</td>
<td>$100.00 per hour</td>
</tr>
<tr>
<td>Designer / Survey Drafter / Specialist 2</td>
<td>$85.00 per hour</td>
</tr>
<tr>
<td>Designer / Survey Drafter / Specialist 1</td>
<td>$75.00 per hour</td>
</tr>
<tr>
<td>Field Survey Party</td>
<td>$175.00 per hour</td>
</tr>
<tr>
<td>Laser Scanning and Registration</td>
<td>$3,000.00 per day</td>
</tr>
<tr>
<td>Modeler</td>
<td>$125.00 per hour</td>
</tr>
<tr>
<td>Admin Support/Intern</td>
<td>$70.00 per hour</td>
</tr>
<tr>
<td>Transportation</td>
<td>$0.58 per mile</td>
</tr>
</tbody>
</table>

The above fees are inclusive of all expenses or charges that Consultant may incur in connection with provision of Services on the Project, including travel, mail, courier services, communication and a commercially reasonable quantity of copying and reproduction expenses.

### GENERAL TERMS AND CONDITIONS

1) Services performed under this Agreement will be conducted in a manner consistent with that level of care and skill exercised by members of the profession currently practicing under similar conditions. Plans, specifications, and submittals will be prepared in accordance with the written standards of the governing authorities having jurisdiction. Any extraordinary requirements for approvals will be considered additional services. Except as expressed herein, no other warranty, expressed or implied, is made. Nothing in this agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

2) Consultant agrees that, to the fullest extent permitted by law, it will defend, indemnify, reimburse and hold Client harmless from the expenses (including those for attorneys’ fees, litigation costs and court expenses), damages (including those for bodily injury, death or damage to Clients' property or that owned by third parties) and losses that Client might incur that arise from the following types of claims, causes, suits or actions relating to the Project, the Project site, or Consultant’s breach of its obligations under this Agreement (collectively, “Claims”):

   (a) professional liability Claims by the Client against the Consultant to the extent caused by Consultant's negligent performance of its professional services contemplated hereunder (a "Professional Liability Claim"); provided that (i) Consultant’s total liability for a Professional Liability Claim (including, but not limited to, those arising from its negligence, errors and omissions, or those alleging strict liability, breach of contract or breach of warranty) shall not exceed the minimum limits of the Consultant’s Professional Liability insurance coverage required herein in subpart 7(a) below; and (ii) nothing in this provision obligates Consultant to indemnify Client from a Professional Liability Claims resulting from Client's negligence or willful misconduct;
(b) any Claims for bodily injury, death, or property damage by third parties against the 
Client that arise out of any "occurrence" as that term is defined by Consultant's policy of 
Commercial General Liability insurance required in section 7(b) below, provided that (i) 
Consultant's total liability under this provision shall not exceed the amount of the minimum 
limits of the Comprehensive General Liability policy required in subpart 7(b) below; and (b) 
nothing in this provision shall obligate Consultant to indemnify the Client for Claims by third 
parties that result from the sole negligence or the willful misconduct of the Client. Nothing 
herein is intended or shall be interpreted to demand or require Consultant to defend or 
indemnify the Client from and against any third-party claims, demands, actions, proceedings 
or suits alleging or in any way arising out of Consultant's breach of its professional services 
obligations or warranty hereunder, except to the extent provided for in subsection (a) above.

3) The fees for different phases of Services in this Agreement are based on the Scope of Services 
herein. If the above outlined Scope of Services is changed, or if there are other services that may be requested 
by the Client, these additional services will be performed at the above hourly rates, or at a revised fee that 
the parties will negotiate to their mutual satisfaction. If construction of the Project is delayed and completed 
more than six (6) months following the anticipated completion date set forth herein, the Consultant reserves 
the right to adjust its Hourly rates for inflation costs on a one-year interval from the date of this proposal.

4) If a claim, dispute, and other controversy arises between Consultant and Client concerning this 
Agreement or the alleged failure to perform their respective responsibilities hereunder (a "Dispute"), the 
respective Project Representatives for the Parties will use good faith efforts to amicably resolve such Dispute. 
If the Dispute is not resolved by the Project Representatives, it will be escalated to the senior official or 
manager level of each party for consideration. If a Dispute other than as a result of Client's failure to pay 
amounts undisputedly due hereunder is not resolved at the senior level, it will be submitted to mediation 
before, and as a condition precedent to, either party availing themselves of remedies provided by law. 
Mediation shall be held in the county where the Project is located, and if the parties cannot agree on a 
mediator, then one shall be appointed by the American Arbitration Association (AAA). The parties agree to 
equally split the cost billed by the mediator.

5) Services not expressly set forth in writing as basic or additional services and listed in the proposal 
to this Agreement are excluded from the scope of the Consultant's Services, and the Consultant assumes no 
duty to the Client to perform them unless agreed in a subsequent writing.

6) Client, at its expense, will provide the Consultant with all required site information, existing plans, 
reports, studies, project schedules and similar information that is contained in Client's files. The Consultant 
may rely on the information provided by the Client without verification. The Client shall participate with 
the Consultant by providing all information and criteria in a timely manner, review documents and make 
decisions on project alternatives to the extent necessary to allow the Consultant to perform the Scope of 
Services within established schedules.

7) Consultant's Insurance. For the duration of the Project and the Agreement and for limits not less 
than stated below, Consultant, at its sole expense, shall maintain the following insurance with a company(ies) 
lawfully authorized to do business in Alabama and reasonably acceptable to Client:

(a) Professional Liability with minimum limits of not less than One Million Dollars 
($1,000,000.00) covering claims to the extent caused by Consultant's negligent 
performance of professional services or breach of professional warranty. This Professional 
Liability policy shall include coverage on an occurrence basis.

(b) Comprehensive General Liability with minimum limits of not less than One Million 
Dollars ($1,000,000.00), combined single limit and aggregate for bodily injury and 
property damage. This Comprehensive General Liability policy shall include coverage 
on an occurrence basis for premises/operations, products/completed operations, assumed 
contractual obligations, and independent contractors; and
(c) Workers Compensation/Employer's Liability: Workers' Compensation as required by statute and Employer's Liability with limits of Five Hundred Thousand Dollars ($500,000) per occurrence.

Consultant may satisfy its insurance obligations hereunder through a combination of primary, umbrella and excess policies. Before commencement of any Services, the Consultant shall provide Client a certificate(s) of insurance evidencing compliance with the requirements in this section. Further, through an endorsement, Client shall be named an additional insured on the Comprehensive General Liability and any applicable umbrella and excess policies.

8) All reports, plans, documents, materials created by Consultant or its work product from its Services (collectively, the "Instruments of Service") shall remain the property of the Consultant, and are intended solely for uses related to this Agreement and construction of the Project. Notwithstanding, Consultant grants Client a perpetual license to distribute to any third party, reproduce or otherwise use any of the Instruments of Service for purposes it deems reasonably necessary that relate to construction of the Project or conditions at the Project site. Client agrees and acknowledges any reuse of the Instruments of Service for purposes outside of this Agreement or the Project, or any failure to follow Consultant's recommendations in those Instruments without Consultant's written permission, shall be at the Client's and other user's sole risk.

9) This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure to perform in accordance with its terms by the other party through no fault of the terminating party. If this Agreement is terminated by Consultant due to default of Client, it agrees that Consultant shall be paid for total charges for work performed prior to the termination notice date.

Additionally, at Client’s convenience and without cause or default by Consultant, Client may suspend or cancel the Agreement, performance of Services or work on the Project at any time by providing written notice to Consultant. In the event of such suspension or cancelation, Client will compensate Consultant for Services performed up to through the date of that notice.

10) Delayed Performance/Force Majeure Events. Neither party to this Agreement shall be liable to the other for any failure to perform its respective obligations (including payment obligations) under it during any period in which its performance is delayed by circumstances beyond its reasonable control, such as fire, flood, war, embargo, strike, riot, or the intervention of any governmental authority (a "Force Majeure Event"). However, the delayed party must promptly provide the other with written notice of the Force Majeure Event, the delayed party's time for performance will be excused only for the duration of that Event, and, if that Event lasts longer than 30 days, then the other party may immediately terminate, in whole or in part, this Agreement by giving written notice to the delayed party.

11) The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.

12) Consultant shall not be responsible for construction safety or construction procedures at the Project site, nor will it be responsible for the quality of the work performed by the Contractor or any consultants that are not retained by it.

13) At Client's request and for its convenience, Consultant may provide documents and its work product in electronic format. Data, words, graphical representations, and drawings that are stored on electronic media or which are transmitted electronically, may be subject to uncontrollable alteration. The printed, signed and sealed hard copy is the actual professional Instrument of Service. In the event of a discrepancy between the electronic document and the hardcopy document, the hardcopy document will prevail.

14) This Agreement is entered with the expectation that it is not being used in a price comparison with other firms. Alabama law prohibits licensed engineers and land surveyors from participating in any process that solicits prices from two or more licensed engineers or land surveyors simultaneously. The law defines this practice as bidding and participation by a licensee is prohibited. If this agreement is being used in this manner, we must by law, withdraw this agreement from consideration.

15) Limitation of Liability. In no event may Consultant recover from Client any special, incidental, consequential or any other indirect damages whatsoever of any description (including, without limitation,
damages for lost profits, lost advantage, lost opportunity, loss of savings or revenues or for increased cost of operations) or amount arising from the Client’s breach of its obligations hereunder or suspension or termination of this Agreement.

16) Project Representative. Each party shall appoint a representative who shall coordinate with the other party on all matters related to the performance of the Services and the administration of this Agreement (the “Project Representative”). Any notice required hereunder shall be sufficiently given when sent to the appropriate Project Representative via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to the party to be in receipt thereof.

17) This Agreement may be executed in counterparts each of which when executed by the parties shall be deemed to be a complete original. An electronic or facsimile copy of the executed contract or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.

18) Any forbearance or delay on the part of Client in enforcing any of its rights under this Agreement shall not be construed as a waiver of such rights. No terms of this Agreement shall be waived unless expressly waived in writing.

19) Consultant may not assign its rights, obligations or the benefits of this Agreement to any third party without the written consent of Client, which consent may be withheld for any reason.

20) This Agreement is made only for the benefit of the parties. It is not intended, nor shall it be construed, to grant or bestow any benefit, right or privilege to any third party.

21) Consultant is an independent contractor of Client. This Agreement does not create any partnership, joint venture or principal-agent relationship between the parties. Further, Client retains no control or authority with respect to its means and methods in which Consultant (or any of its employees or representatives) performs their work or Services.

22) Immigration Law Compliance. Consultant represents and warrants to Client that: (i) 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”); (ii) it has enrolled or will enroll in the E-Verify program prior to performing any Services on the Project in Alabama and shall provide documentation establishing that it is enrolled in the E-Verify program. During the performance of this Agreement, the Consultant 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; (iii) it will comply with all applicable provisions of the Act with respect to subcontractors, if any, that it engages on the Project by entering into an agreement with or by obtaining an affidavit from such subcontractors providing work on the Project in Alabama that such subcontractors are in compliance with the Act with respect to their participation in the E-verify program. Consultant further represents and warrants that it shall not hire, retain or contract with any subcontractor to work on the Project in Alabama which it knows is not in compliance with the Act; and (iv) by signing this Agreement, it affirms, for the duration of the Agreement, that it 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, if Consultant is found to be in violation of this provision, it shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

23) Amendment. Neither this Agreement nor any of the provisions herein may be amended or modified except in accordance with the terms of a subsequent written instrument that is signed by both parties.

24) This instrument sets forth the entire understanding between the parties concerning the matters herein, and, unless expressed herein, all oral representations, prior negotiations, understandings, agreements, conditions, and terms discussed between them prior to acceptance and signing of this Agreement are of no effect and are deemed to have merged herein.

25) This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Alabama.
(Signature Page Follows)

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

CITY OF MOUNTAIN BROOK, ALABAMA (CLIENT)

By: __________________________
    Stewart H. Welch III

Its: Mayor

Date: __________________________

SCHOEL ENGINEERING COMPANY, INC. (CONSULTANT)

By: Walter Schoel III

Its: President

Date: September 11, 2020

Below please print or type the following information for the individual to whom invoices for payment should be sent, and enter the names of the respective Project Representatives.

Company: ___________________________________________________________________

Client: ___________________________________________________________________

Street Address: ___________________________________________________________________

City, State, Zip: ___________________________________________________________________

Phone Number: __________________________ Fax Number: __________________________

Email Address: ___________________________________________________________________

Client's Project Number: ___________ Client's Purchase Order Number: ___________

Consultant's Project Representative: __________________________

Client's Project Representative: __________________________
RESOLUTION NO. 2020-179

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

1. That the Water Works and Sewer Board of the City of Birmingham, Alabama, be requested to install one fire hydrant to service the Overton Village Townhomes, at the following location:
   
   Overton Village Townhomes, 4004 Fairhaven Drive, 35223

2. That Overton Partners, LLC will pay the Water Works and Sewer Board of the City of Birmingham, Alabama, the installation cost.

3. That the Water Works and Sewer Board of the City of Birmingham, Alabama, be authorized to charge the City additional rental charges for said fire hydrant to serve the Overton Village Townhomes area.

3. That the City Clerk be hereby directed to furnish the Water Works and Sewer Board of the City of Birmingham a certified copy of the resolution.

ADOPTED: This 12th day of October 2020.

__________________________________________
Council President

APPROVED: This 12th day of October 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 October 12, 2020 as same appears in the minutes of record of said meeting.

__________________________________________
City Clerk