

**MEETING AGENDA
MOUNTAIN BROOK CITY COUNCIL**

**CITY COUNCIL CHAMBER (A108)
56 CHURCH STREET
MOUNTAIN BROOK, AL 35213**

OCTOBER 10, 2022, 7 P.M.

As a matter of convenience, members of the public are invited to listen, observe and participate in public meetings by Internet video conference. Presenters and others interested in a particular matter for discussion are encouraged to attend the meeting in-person. The City is not responsible for technical issues that may occur that interfere with the virtual meeting. The City Council, at its sole discretion, may proceed with its in-person business meeting regardless of whether virtual attendees can hear and/or observe the proceedings. The City intends to make the meeting available by way of the Zoom app (re: Meeting ID 801-559-1126, password 10102022).

1. Approval of the minutes of the September 26, 2022, regular meeting of the City Council.
2. Consideration: Resolution authorizing the execution of the following service agreements:
 - a. All In Mountain Brook
 - b. Birmingham Zoo
 - c. Birmingham Botanical Society
 - d. Prescott House
3. Consideration: Resolution approving the cost-sharing of the Local Government Health Insurance Plan (LGHIP) medical/dental insurance premiums as established by the State Employees' Insurance Board (SEIB)
4. Consideration: Resolution authorizing the execution of an agreement between the City and Cahaba Solid Waste Disposal Authority with respect to garbage, trash and recycling services.
5. Consideration: Resolution amending the Employee Handbook regarding take-home city vehicles.
6. Consideration: Resolution executing the statement of work with Ricoh with respect to DocuWare on premise upgrade/migration.
7. Consideration: Resolution accepting the proposal submitted by Sain Associates with respect to the surveying and engineering services for the sidewalk project on Brookwood Road.
8. Consideration: Resolution creating one (1) Police Officer position (Class no. 06031, G17/10) for the Police Department.
9. Comments from residents and attendees.
10. Announcement: The next regular meeting of the City Council is October 24, 2022 at 7:00 p.m.
11. Adjourn.

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
SEPTEMBER 26, 2022**

[As a convenience, members of the public were invited to listen, observe and participate in the public meeting by Internet video conference.]

The City Council of the City of Mountain Brook, Alabama met informally in-person at 6:00 p.m. on the 26th day of September, 2022. 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
Alice B. Womack
Gerald A. Garner
Lloyd C. Shelton
Stewart Welch III, Mayor

Absent: None

Also present were City Attorney Carl Johnson, City Manager Sam Gaston, and City Clerk Heather Richards.

1. AGENDA

1. Three (3) way stop at Brookwood Road/Sherwood Road

Richard Caudle-Skipper Consultants

- At the previous council meeting there was a request for a multi-way stop at Brookwood Road and Sherwood Road
- At the request of the council at the previous meeting, the Public Works department trimmed bushes and moved a sign which improved the sight distance to 500 feet (looking to the left)
- Recommendation is not to install a multi-way stop sign at this time

2. Library Board appointment

Lindsay Garner-O'Neal Library Director

- The board is recommending LaVonda Keel for the Library Board (position vacated by Patrick Carlton)
- Ms. Keel is well qualified with a great financial background
- Has served on the Foundation Board and has been the Treasurer of the Friends of the Library

Lloyd Shelton-Council Member

- As the Library liaison-fully supports LaVonda Keel

Virginia Smith-Council President

- Item placed on the formal agenda (Resolution 2022-148)

3. Conditional Use application for office use for homeRN located at 127 Oak Street

Dana Hazen-Director of Planning, Building, and Sustainability

- Proposed is business office for in-home concierge business at 127 Oak Street (previously A Social Affair)
- 4 employees during peak hours (Monday and Thursday 8:30-10:30)
- Designated 4 on-site parking for this use

Davis Maxwell-Owner of homeRN

- Intent of business is to provide comfort and care for those who are in need
- In 2021 decided to launch this business after family friend became sick
- Have locations in Birmingham and Tuscaloosa
- Have 4 full-time employees

Virginia Smith-Council President

- Item placed on the formal agenda (Resolution 2022-149)

4. Cahaba Solid Waste Disposal Authority update

Steven Boone-Assistant City Manager/Finance Director

- The committee is meeting to review the fuel surcharge adjustment
- The surcharge in July was going to be 20% of contract (\$4.44)
- The calculations for August is down to 14% (\$3.11)
- All terms of the master agreement will stay intact
- AmWaste is currently delivering carts, about 4,000 carts of the 8,500 carts have been delivered
- Garbage service starts Saturday
- Working with AmWaste on what to do with old carts

Ronnie Vaughn-Public Works Director

- AmWaste will pick up old carts (including recycling bins) on the 2nd service day of the week if put out with regular garbage and marked with a sign instructing them to pick it up

Steven Boone

- Information regarding AmWaste garbage service will be put on the City's website

Lloyd Shelton-Council Member

- Inquired if prices continue to drop if the surcharge would be adjusted

Steven Boone

- The surcharge is monthly, AmWaste will take a 4 week average
- Fuel surcharge will be put in effect in August
- Base rate for residential service today is \$22.11 (this will go up with sewer, water, and garbage collection index-which is limited to 5%)
- Expecting the rate with fuel surcharge to be about \$26.00 (which is within budget)

Virginia Smith-Council President

- Inquired as to how many backdoor services have been requested

Steven Boone

- Backdoor service is a subscription based service and currently there are about 1,000 subscriptions
- The service is \$10.70 (plus 5%) a month billed quarterly

Virginia Smith

- The City will post on “What’s Happening in Mountain Brook” regarding the pick up of the old trash receptacles.

5. Crestline dog park update

Billy Pritchard-Council President Pro Tempore

- Since the passing of the Ordinance and the placement of signage, have received complaints (in Crestline in particular) that there is no place for the dogs to go now.
- Met with Shanda Williams and Brian Lucas on Crestline field to see if there is a temporary designated area for dogs
- Shanda put together a memo (Appendix 1) that outlines a temporary area for dogs at Crestline Field and Mountain Brook Elementary
- The diagrams are marked where fences could be expanded or installed pending approval from the school board
- Spoke with Superintendent Richard Barlow who is open to discuss further
- John Evans is donating fencing to the City from Lane Parke which may work as temporary fencing for Crestline Field
- Permanent fencing may need to be installed at Mountain Brook Elementary

Shanda Williams-Parks and Recreation Superintendent

- The Crestline dog park could be installed in two weeks (pending approval)
- The school personnel and individuals at the playgrounds are in favor of the Ordinance banning dogs from the field; however, some individuals are upset.
- Had to replace signs because they keep disappearing

6. (Add-On) Survey of KI property

Steve Boone-Assistant City Manager/Finance Director

- The survey was sent by civil engineer last week
- This is for a topographic survey
- The proposal is for \$5,900

Virginia Smith-Council President

- Item placed on the formal agenda (Resolution 2022-150)

7. Review of the other matters to be considered at the formal (7:00p.m.) meeting

2. EXECUTIVE SESSION AND ADJOURNMENT

Council President Pro Tempore made a motion that the City Council convene in executive session to discuss a pending litigation matter and that the City Council shall reconvene at approximately 7 p.m. upon conclusion of the executive session. The City Attorney certified that the subject matters were allowed to be discussed in executive pursuant to Alabama Law. The motion was seconded by Council Member Womack. 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
Gerald A. Garner
Alice B. Womack

Nays: None

There being no further matters for discussion Council President adjourned the pre-meeting at approximately 6:28 pm.

3. **CERTIFICATION**

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct synopsis of the discussion from the regular session of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A-106) on September 26, 2022, 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 10, 2022

MINUTES OF THE REGULAR MEETING OF THE

**CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
SEPTEMBER 26, 2022**

[As a convenience, members of the public were invited to listen, observe and participate in the public meeting by Internet video conference.]

The City Council of the City of Mountain Brook, Alabama met in person at 7:01 p.m. on the 26th day of September, 2022. 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 Chairman, Council President Pro Tempore
Alice B. Womack
Gerald A. Garner
Lloyd C. Shelton
Stewart Welch III, Mayor

Absent: None

Also present were City Attorney Carl Johnson, City Manager Sam Gaston, and City Clerk Heather Richards.

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

1. BOARD OF EDUCATION UPDATE

Richard Barlow-Superintendent

- Mountain Brook schools are ranked in the top 1% of all public schools in the nation
- Athletics department was ranked in the top 2% of all public schools in the nation
- Teachers are excited to be back in the classrooms
- An audit was done and the report stated the schools needed \$1 million to complete
- The public voted in favor for a 10 mil tax increase which helped with funding for the school
- 3 of the 4 projects were underbid
- Looking to bring in 6 million a year (3.5 million goes to debt services, 1.5 million goes to pay as you go, and 1 million to operations.)
- Increased STEM programs and now have a STEM teacher at every elementary school
- Construction projects updates:
 - **Brookwood Forest**
 - One of the fastest growing schools and needed six more classrooms
 - Converted old cafeteria into classrooms and a new cafeteria and offices were built
 - Re-did the inside of the school, received new HVAC, flooring, lighting, and paint
 - Goal is to make all schools to look brand new
 - The new traffic flow for drop-off and pick-up has been successful
 - **Cherokee Bend**
 - The cafeteria was updated
 - Due to supply chain, the kitchen will be updated this summer
 - Flooring, painting, and lighting will be completed
 - **Crestline**
 - Building a new gym (should be completed in January)

- The restrooms will be re-evaluated
- New auditorium and offices were done

- **Mountain Brook Elementary**
- Due to the age and beauty of the school, the floors will be re-conditioned (instead of replaced)
- New windows will be installed
- Lighting, flooring, paint have been done

- **Junior High**
- The architect did a great job in creating hallways and access within the building
- 18 new classrooms
- Hoping construction will be complete in January
- As soon as the water conditions have been resolved, then will be able to turf field
- Will have an open house for the community once construction is complete

- **High School**
- Just finished the 43 classroom addition that includes a lounge/study area for students
- Re-conditioned the floor for special needs students
- A new counseling suite, band room, and dance studio is in process and should be done in March 2023
- Next will look at improving the Fine Arts department
- The video board at high school was purchased by the Board
- The board brings in about \$340,000 a year which has doubled athletic budget

Billy Pritchard-Council President Pro Tempore

- Thanked Richard Barlow for his work and announced Mr. Barlow is up for Superintendent of the year

2. INTRODUCED SPECIAL GUESTS-BOY SCOUTS

John Marshall Rathmell-Troup 320 out of Mountain Brook Presbyterian Church

- Present for Communications Merit badge

3. DOWN SYNDROM AWARENESS MONTH PROCLAMATION NO. 2022-140(EXHIBIT 1, APPENDIX 1)

Stewart Welch-Mayor

- Presented Frances McCalley and Burgin with the Down Syndrom Awareness Month Proclamation (No. 2022-140)

4. 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 12, 2022, regular meeting of the City Council

2022-140 Proclamation	Down Syndrom Awareness Proclamation	Exhibit 1
2022-141	Authorize the sale or disposal of surplus property (Library and Parks and Rec.)	Exhibit 2, Appendix 1

2022-142	Increase the salary schedule for all classified, unclassified and part-time employees by four and one-half percent (4.5%) effective October 11, 2022, and increase the compensation for contract security services for the City's Public Works facilities (Resolution No. 2013-146), the City Prosecutor, and Municipal Judges by four and one-half percent (4.5%) effective October 1, 2022	Exhibit 3, Appendix 2
2022-143	Recommend to the State of Alabama, Alcoholic Beverage Control (ABC) Board, the issuance of a 020-Restaurant Retail Liquor license to Real and Rosemary Crestline LLC	Exhibit 4, Appendix 3
2022-144	Execute an audit engagement letter with respect to the City's annual independent financial audit	Exhibit 5, Appendix 4
2022-145	Execute an engagement letter with respect to the retiree medical other post-employment benefit (OPEB) plan	Exhibit 6, Appendix 5
2022-146	Execute a Master Contract for Public Safety Services with Alabama Power Company (APCO) for the use of their facilities for license plate recognition services	Exhibit 7, Appendix 6
2022-147	Enter into an agreement with the Jefferson-Blount-St. Clair Mental Health Authority	Exhibit 8, Appendix 7
2022-148	Appoint LaVonda Keel to the O'Neal Library Board to serve without compensation, her term to end September 30, 2026	Exhibit 9, Appendix 8
2022-149	Approve the conditional office use application for property at 127 Oak Street (homeRN)	Exhibit 10, Appendix 9
2022-150	Accept the services proposal submitted by Bailey Land Group with respect to topographic survey for Fire Station #2 located on Overton Road project	Exhibit 11, Appendix 10

Thereupon, the foregoing minutes, proclamations, and resolutions (Nos. 2022-141 through 2022-150), were introduced by Council President Smith and a motion for their immediate adoption made by Council Member Shelton. The minutes, proclamations, and resolutions were then considered by the City Council. Council President Pro Tempore Pritchard seconded the motion to adopt the foregoing minutes, proclamations, 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
Alice B. Womack
Gerald A. Garner
Lloyd C. Shelton

Nays: None

Abstained: None

Council President Smith thereupon declared that said minutes, proclamations, and resolutions (Nos. 2022-141 through 2022-150) were adopted by a vote of 5—0 and as evidence thereof she signed the same.

5. CONSIDERATION OF ORDINANCE NO. 2130 ADOPTING THE BUDGET FOR THE YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30,2023 (EXHIBIT 12)

Council President Smith introduced the ordinance in writing. It was then moved by council President Pro Tempore Pritchard 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 be given and that the reading of the ordinance at length be waived. The motion was seconded by Council Member Womack and was unanimously carried, as follows:

Ayes: Virginia C. Smith
William S. (“Billy”) Pritchard III
Gerald A. Garner
Lloyd C. Shelton
Alice B. Womack

Nays: None

Council President Smith declared the motion carried by a vote of 5-0.

Lloyd Shelton-Council Member

- Total revenues budgeted around 50 million
- Budgeted surplus of \$180,000
- Budget includes 4 ½ pay increase for employees
- Putting \$300,000 to debt services
- Putting \$300,000 toward OPEB
- Putting \$725,000 to state retirement
- A lot of capital projects going on this year

After said ordinance had been considered in full by the Council President, Council Member Womack then 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. (“Billy”) Pritchard III
Gerald A. Garner
Lloyd C. Shelton
Alice B. Womack

Nays: None

Council President Smith declared that the ordinance (No. 2130) is hereby adopted by a vote of 5-0 and, as evidence thereof, she signed the same.

6. CONSIDERATION OF ORDINANCE NO. 2131 INCREASING THE SALARY OF THE CITY MANAGER OF THE CITY OF MOUNTAIN BROOK BY 4.5% (EXHIBIT 13, APPENDIX 11)

Council President Smith introduced the ordinance in writing. It was then moved by council President Pro Tempore Pritchard 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 be given and that the reading of the ordinance at length be waived. The motion was seconded by Council President Smith and was unanimously carried, as follows:

Ayes: Virginia C. Smith
 William S. ("Billy") Pritchard III
 Gerald A. Garner
 Lloyd C. Shelton
 Alice B. Womack

Nays: None

Council President Smith declared the motion carried by a vote of 5-0.

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

Ayes: Virginia C. Smith
 William S. ("Billy") Pritchard III
 Gerald A. Garner
 Lloyd C. Shelton
 Alice B. Womack

Nays: None

Council President Smith declared that the ordinance (No. 2131) is hereby adopted by a vote of 5-0 and, as evidence thereof, she signed the same.

7. CONSIDERATION OF ORDINANCE NO. 2132 AMENDING SECTION 26-207 (3) AND SECTION 14.1 OF THE CITY CODE WITH RESPECT TO BUSINESS LICENSE ISSUE FEE IN THE CITY (EXHIBIT 14, APPENDIX 12)

Council President Smith introduced the ordinance in writing. It was then moved by council President Pro Tempore Pritchard 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 be given and that the reading of the ordinance at length be waived. The motion was seconded by Council President Smith and was unanimously carried, as follows:

Ayes: Virginia C. Smith
 William S. ("Billy") Pritchard III
 Gerald A. Garner
 Lloyd C. Shelton
 Alice B. Womack

Nays: None

Council President Smith declared the motion carried by a vote of 5-0.

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

Ayes: Virginia C. Smith
 William S. ("Billy") Pritchard III
 Gerald A. Garner
 Lloyd C. Shelton
 Alice B. Womack

Nays: None

Council President Smith declared that the ordinance (No. 2132) is hereby adopted by a vote of 5-0 and, as evidence thereof, she signed the same.

8. ANNOUNCEMENT

Council President Smith announced the next regular meeting of the City Council is October 10, 2022, 7:00p.m.

9. EXECUTIVE SESSION AND ADJOURNMENT

There being no further business to come before the City Council, President Smith adjourned the meeting at approximately 7:32 p.m.

10. CERTIFICATION

I, Heather Richards, 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 held at City Hall, Council Chamber (Room A-108) on September 26, 2022, 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 October 12, 2022

EXHIBIT 1 PROCLAMATION NO. 2022-140

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

RESOLUTION NO. 2022-151

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 10th day of October, 2022.

Council President

APPROVED: This 10th day of October, 2022.

Mayor

CERTIFICATION

I, Heather Richards, 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 10, 2022, 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 10th day of October, 2022, 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, 2021, through September 30, 2022.

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
 . 2022

CITY OF MOUNTAIN BROOK,

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 _____, 2021.

NOTARY PUBLIC

My Commission Expires:

RESOLUTION NO. 2022-152

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 10th day of October 2022.

Council President

APPROVED: This 10th day of October 2022.

Mayor

CERTIFICATION

I, Heather Richards, 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 10, 2022, as same appears in the minutes of record of said meeting.

City Clerk

AGREEMENT FOR SERVICES

THIS AGREEMENT made this 7th day of October 2022 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 year ended December 31.2021.

2. In consideration of the payment of 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 from 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 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 conduction 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 obligation 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 7th day of October 2022.

CITY OF MOUNTAIN BROOK

BIRMINGHAM ZOO, INC

Stewart Welch III
Mayor, City of Mountain Brook



Chris Pfefferkorn
Chief Executive Officer, Birmingham Zoo, Inc

Attest: _____

Attest: _____

Name/Title: _____

Name/Title: _____

RESOLUTION NO. 2022-153

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 10th day of October 2022.

Council President

APPROVED: This 10th day of October 2022.

Mayor

CERTIFICATION

I, Heather Richards, 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 10, 2022, as same appears in the minutes of record of said meeting.

City Clerk

Contract for Services

Fiscal Year 2023

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

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

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 Mountain 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 Contractor's annual report for the fiscal year ended September 30, 2022.
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. The following field trips* are available during the following months:

Native American Area	September-November March-May
Dr. George Washington Carver	September-November
Garden Gates Workshop (Plant Propagation)	January-February
Tropical Rain Forest	March-May
Alabama Woodlands (Interdependence)	September-November March-May
Secret Life of Trees	September-November March-May
Plants: Inside Out	September-November March-May
Pollinator Observation	March-May

*Field trip topics are subject to change in order to coincide with the Alabama Course of Study and the needs of teachers in Jefferson County.

- e. Field Trips are available Monday through Friday, inclusive, from 9:30-11:30am. No field trips are offered on federal and state holidays
 - f. Schools shall select the students that will attend the Contractors' field trips. The Contractor shall not be responsible for providing transportation
 - g. 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
 - h. The Contractor requires the presence of one (1) adult per ten (10) children for the duration of each field trip
 - i. 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
 - j. The Contractor will engage with sophomore-through-senior City high school students
 - k. Select field trips will be made available virtually in English and Spanish
 - l. City Chamber of Commerce shall seek additional opportunities with the Contractor
3. 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 Contractor and the representative of the Contractor 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 Contractor 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 Contractor 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. 6, 2022, and City of Mountain Brook has caused this Contract to be executed by its duly authorized representative, on Oct. 6, 2022, but this Contract shall be effective as of October 1, 2022.

Birmingham Botanical Society, Inc.

By:  10/6/22
It's Executive Director

City of Mountain Brook

By: _____
By: It's Mayor

RESOLUTION NO. 2022-154

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 10th day of October 2022.

Council President

APPROVED: This 10th day of October 2022.

Mayor

CERTIFICATION

I, Heather Richards, 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 10, 2022, as same appears in the minutes of record of said meeting.

City Clerk



June 5, 2022

Mayor Stewart Welch, III
City of Mountain Brook
56 Church Street
Mountain Brook, AL 35213

RE: Prescott House Child Advocacy Center

Dear Mayor Welch:

I hope this letter finds you and the City of Mountain Brook safe and well! Believe it or not, this year marks our 35th year of service to the City of Mountain Brook and our surrounding community. As you know, it takes a community working together to care for children who have experienced abuse and to prevent future abuse.

As all the municipalities we serve enter their budget planning, we are reminded of what a great partner the City of Mountain Brook has been to Prescott House. As a result, we have been able to serve many children who have been victims of physical abuse, sexual abuse or witnessed violent crimes. Thank you so much for your generosity, loyal support, and partnership!

As you know, we provide forensic interviews, counseling, victim and family advocacy, multidisciplinary team coordination, court preparation and court accompaniment. Your past support has been critical in our mission to help child victims begin their healing process and restore their hope. To continue to provide the highest quality of services to you and the people of Mountain Brook, we are requesting that you will again include a \$5,000 appropriation for Prescott House in your proposed budget to the City Council for FY 2023. Your support is such an encouragement to us. Thank you for recognizing the value of what we do and for your long-time partnership.

Best Regards,

Maribeth G. Thomas, M.A., LPC
Executive Director

Cc: Sam Gaston, City Manager

1730 14th Avenue South ■ Birmingham, AL 35205 ■ (205) 930-3622 ■ www.prescotthouse.org

where healing begins and hope is restored



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 FY2023, October 1, 2022 through September 30, 2023.

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-S Executive Director

Date signed

On behalf of the City of Mountain Brook, AL

Date signed

RESOLUTION NO. 2022-155

WHEREAS, the City’s monthly Local Government Health Insurance Plan (LGHIP) medical/dental insurance premiums as established by the State Employees’ Insurance Board (SEIB) effective January 1, 2023, are as follows:

	BCBS of Alabama
Active employee – 6.4% increase	
Single (dental)	\$587
Family (dental)	\$1,433
Retiree (without Medicare coverage) – 6.4% increase	
Single (dental)	\$1,214
Family (dental)	\$2,239
Family (dental) (spouse w/ Medicare)	\$1,415

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that (notwithstanding the provisions enumerated in Resolution No. 2014-084 adopted on July 14, 2014) the monthly medical/dental insurance premiums will be shared by the City, employees, and retirees as follows effective a) for employees with the payroll period ending December 5, 2022 (payroll checks dated December 9, 2022) and b) January 1, 2023 for retirees:

	Monthly Premiums – BCBS of Alabama		
	Employee / Retiree	City	Total
Employee (single coverage)	\$-0-	\$587	\$587
Employee (family coverage)	\$417	\$1,016	\$1,433
Retiree (single/no Medicare coverage)	\$209	\$1,005	\$1,214
Retiree (family/no Medicare coverage)	\$665	\$1,574	\$2,239
Retiree (family/dependent with Medicare)	\$665	\$750	\$1,415

ADOPTED: The 10th day of October, 2022.

Council President

APPROVED: The 10th day of October, 2022.

Mayor

CERTIFICATION

I, Heather Richards, 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 10, 2022, as same appears in the minutes of record of said meeting.

City Clerk



LOCAL GOVERNMENT HEALTH INSURANCE BOARD

PO Box 304900 • Montgomery, AL 36130-4900
201 South Union Street, Suite 200 • Montgomery, AL 36104
Phone: 334-263-8326 or 1-866-836-9137
www.lghip.org

Michael Gillispie
Chairman

David C. Hilyer
CEO

September 15, 2022

MEMORANDUM

TO: Local Government Units

FROM: Local Government Health Insurance Board

SUBJECT: Calendar Year 2023 Premiums

At the September 13, 2022 Board meeting, the Local Government Health Insurance Board (LGHIB) approved a 6.4% medical and dental premium increase for active employees and non-Medicare retirees that will take effect January 1, 2023.

The Board also approved a new savings program through HealthSmartRx and Blue Cross and Blue Shield of Alabama for certain provider administered drugs. The program is designed to ensure our members are paying the lowest possible out-of-pocket costs while also reducing overall costs to the Plan.

As a reminder, our wellness screening period for the 2023 premium category assignments ends on October 31, 2022. Units have until November 15, 2022, to submit wellness screening forms. The LGHIB will send units official premium assignment letters the following week. You can check your unit's current wellness participation by logging into your unit's my.lghip.org account.

Please remember, to be classified in the preferred premium category for 2023, a unit must meet the following criteria:

- Must be enrolled in the plan for two full calendar years as of January 1, 2023;
- 80% of active employees must have been screened during the wellness screening period (11/1/2021 – 10/31/22);
- No more than 30 days late paying its premium from the due date two or more times in the last two years;
- For units that cover retirees, 5% of total enrollment must be retirees, or the unit must certify to the LGHIB by November 15, 2022 that all eligible retirees were offered LGHIP retiree coverage.

We greatly appreciate your continued participation and support of the LGHIP. If you have questions regarding these changes, please contact the LGHIB staff at (334) 263-8326.

**Local Government Health Insurance Program
CY2023 Premiums**

Active Employee Premiums - Preferred			
	Single	Family	Total
Employee (dental)	\$587		\$587
Employee & dependent (dental)	\$587	\$846	\$1,433
Employee (no dental)	\$561		\$561
Employee & dependent (no dental)	\$561	\$807	\$1,368

Active Employee Premiums - Standard			
	Single	Family	Total
Employee (dental)	\$643		\$643
Employee & dependent (dental)	\$643	\$981	\$1,624
Employee (no dental)	\$617		\$617
Employee & dependent (no dental)	\$617	\$942	\$1,559

Retiree (not Medicare)			
	Single	Family	Total
Retiree (not Medicare) (dental)	\$1,214		\$1,214
Retiree (not Medicare) & dependent (not Medicare) (dental)	\$1,214	\$1,025	\$2,239
Retiree (not Medicare) & dependent (Medicare) (dental)	\$1,214	\$201	\$1,415
Retiree (not Medicare) & 2 dependents (Medicare) (dental)	\$1,214	\$402	\$1,616
Retiree (not Medicare) (no dental)	\$1,188		\$1,188
Retiree (not Medicare) & dependent (not Medicare) (no dental)	\$1,188	\$986	\$2,174
Retiree (not Medicare) & dependent (Medicare) (no dental)	\$1,188	\$175	\$1,363
Retiree (not Medicare) & 2 dependents (Medicare) (no dental)	\$1,188	\$350	\$1,538

Retiree (Medicare)			
	Single	Family	Total
Retiree (Medicare) (dental)	\$201		\$201
Retiree (Medicare) & dependent (not Medicare) (dental)	\$201	\$843	\$1,044
Retiree (Medicare) & dependent (Medicare) (dental)	\$201	\$201	\$402
Retiree (Medicare) & 2 dependents (Medicare) (dental)	\$201	\$402	\$803
Retiree (Medicare) (no dental)	\$175		\$175
Retiree (Medicare) & dependent (not Medicare) (no dental)	\$175	\$804	\$979
Retiree (Medicare) & dependent (Medicare) (no dental)	\$175	\$175	\$350
Retiree (Medicare) & 2 dependents (Medicare) (no dental)	\$175	\$350	\$525

COBRA - Preferred			
	Single	Family	Total
Employee (dental)	\$599		\$599
Medicare employee (dental)	\$205		\$205
Employee & dependent (not Medicare) (dental)	\$599	\$863	\$1,462
Medicare employee & dependent (not Medicare) (dental)	\$205	\$863	\$1,068
Medicare employee & dependent (Medicare) (dental)	\$205	\$205	\$410
Employee & dependent (Medicare) (dental)	\$599	\$205	\$804
Employee (no dental)	\$572		\$572
Medicare employee (no dental)	\$179		\$179
Employee & dependent (not Medicare) (no dental)	\$572	\$823	\$1,395
Medicare employee & dependent (not Medicare) (no dental)	\$179	\$823	\$1,002
Medicare employee & dependent (Medicare) (no dental)	\$179	\$179	\$358
Employee & dependent (Medicare) (no dental)	\$572	\$179	\$751

COBRA - Standard			
	Single	Family	Total
Employee (dental)	\$656		\$656
Medicare employee (dental)	\$205		\$205
Employee & dependent (not Medicare) (dental)	\$656	\$1,001	\$1,657
Medicare employee & dependent (not Medicare) (dental)	\$205	\$1,001	\$1,206
Medicare employee & dependent (Medicare) (dental)	\$205	\$205	\$410
Employee & dependent (Medicare) (dental)	\$656	\$205	\$861
Employee (no dental)	\$629		\$629
Medicare employee (no dental)	\$179		\$179
Employee & dependent (not Medicare) (no dental)	\$629	\$961	\$1,590
Medicare employee & dependent (not Medicare) (no dental)	\$179	\$961	\$1,140
Medicare employee & dependent (Medicare) (no dental)	\$179	\$179	\$358
Employee & dependent (Medicare) (no dental)	\$629	\$179	\$808

Retiree (not Medicare) COBRA			
	Single	Family	Total
Retiree (not Medicare) (dental)	\$1,238		\$1,238
Retiree (not Medicare) & dependent (not Medicare) (dental)	\$1,238	\$1,045	\$2,283
Retiree (not Medicare) & dependent (Medicare) (dental)	\$1,238	\$205	\$1,443
Retiree (not Medicare) & 2 dependents (Medicare) (dental)	\$1,238	\$410	\$1,648
Retiree (not Medicare) (no dental)	\$1,212		\$1,212
Retiree (not Medicare) & dependent (not Medicare) (no dental)	\$1,212	\$1,006	\$2,218
Retiree (not Medicare) & dependent (Medicare) (no dental)	\$1,212	\$179	\$1,391
Retiree (not Medicare) & 2 dependents (Medicare) (no dental)	\$1,212	\$357	\$1,569

Retiree (Medicare) COBRA			
	Single	Family	Total
Retiree (Medicare) (dental)	\$205		\$205
Retiree (Medicare) & dependent (not Medicare) (dental)	\$205	\$860	\$1,065
Retiree (Medicare) & dependent (Medicare) (dental)	\$205	\$205	\$410
Retiree (Medicare) & 2 dependents (Medicare) (dental)	\$205	\$410	\$615
Retiree (Medicare) (no dental)	\$179		\$179
Retiree (Medicare) & dependent (not Medicare) (no dental)	\$179	\$820	\$999
Retiree (Medicare) & dependent (Medicare) (no dental)	\$179	\$179	\$358
Retiree (Medicare) & 2 dependents (Medicare) (no dental)	\$179	\$357	\$536

COBRA Disabled - Preferred			
	Single	Family	Total
COBRA Disabled (dental)	\$881		\$881
COBRA Disabled Medicare (dental)	\$302		\$302
COBRA Disabled & dependent (dental)	\$881	\$863	\$1,744
COBRA Disabled Medicare & dependent (dental)	\$302	\$863	\$1,165
COBRA Disabled & dependent (Medicare) (dental)	\$881	\$205	\$1,086
COBRA Disabled Medicare & dependent (Medicare) (dental)	\$302	\$205	\$507
COBRA Disabled (no dental)	\$842		\$842
COBRA Disabled Medicare (no dental)	\$263		\$263
COBRA Disabled & dependent (no dental)	\$842	\$823	\$1,665
COBRA Disabled Medicare & dependent (no dental)	\$263	\$823	\$1,086
COBRA Disabled & dependent (Medicare) (no dental)	\$842	\$179	\$1,021
COBRA Disabled Medicare & dependent (Medicare) (no dental)	\$263	\$179	\$442

COBRA Disabled - Standard			
	Single	Family	Total
COBRA Disabled (dental)	\$965		\$965
COBRA Disabled Medicare (dental)	\$302		\$302
COBRA Disabled & dependent (dental)	\$965	\$1,001	\$1,966
COBRA Disabled Medicare & dependent (dental)	\$302	\$1,001	\$1,303
COBRA Disabled & dependent (Medicare) (dental)	\$965	\$205	\$1,170
COBRA Disabled Medicare & dependent (Medicare) (dental)	\$302	\$205	\$507
COBRA Disabled (no dental)	\$926		\$926
COBRA Disabled Medicare (no dental)	\$263		\$263
COBRA Disabled & dependent (no dental)	\$926	\$961	\$1,887
COBRA Disabled Medicare & dependent (no dental)	\$263	\$961	\$1,224
COBRA Disabled & dependent (Medicare) (no dental)	\$926	\$179	\$1,105
COBRA Disabled Medicare & dependent (Medicare) (no dental)	\$263	\$179	\$442

Southland			
	Single	Family	Total
Vision	\$12	\$20	\$20
Dental	\$44	\$44	\$44

Southland - COBRA			
	Single	Family	Total
Vision	\$12	\$20	\$20
Dental	\$46	\$46	\$46

RESOLUTION NO. 2022-156

BE IT THEREFORE RESOLVED on this 10th day of October 2022, by the City Council of the City of Mountain Brook, Alabama, in a regularly scheduled meeting with a quorum present as follows:

Section 1. That the Council of the City of Mountain Brook, Alabama finds that it is wise, expedient, and necessary that the Cahaba Solid Waste Disposal Authority ("the Authority") administer the solid waste collection, disposal and treatment on behalf of its residents in accordance with Chapter 89A of Title 11 of the Code of Alabama and subject to the limitations and conditions in substantial form as attached hereto in Exhibit A.

Section 2. That pursuant to this Resolution, the Authority, effective October 1, 2022, shall be authorized to perform the solid waste collection, disposal and treatment, including residential garbage, trash, and residential recyclable materials within the corporate limits of the City of Mountain Brook, Alabama for a period not to exceed nine (9) years, beginning October 1, 2022 and ending September 30, 2031.

Section 3. That the Mayor is authorized to facilitate transfer of service from the current garbage provider to the Authority and sign such documentation as determined necessary between the Authority and City.

Section 4. That the City Council acknowledges that the contract pricing for said services shall conform with the Cahaba Solid Waste Disposal Authority's **Controlling Agreement**, as amended September 27, 2022 (Exhibit A) to include a fuel surcharge.

Section 5. This Resolution shall take effect immediately upon publication hereof as provided by law.

ADOPTED: This 10th day of October 2022.

Council President

APPROVED: This 10th day of October 2022.

Mayor

CERTIFICATION

I, Heather Richards, 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 10, 2022, as same appears in the minutes of record of said meeting.

City Clerk

SOLID WASTE COLLECTION AND DISPOSAL CONTRACT

The CITY OF MOUNTAIN BROOK, ALABAMA, (hereinafter referred to as "City"), a municipal corporation, does hereby enter into a solid waste collection and disposal contract by, between and with the CAHABA SOLID WASTE DISPOSAL AUTHORITY (hereinafter referred to as the "Authority" or "CSWDA") a public corporation under and pursuant to the provisions of Chapter 89A of Title 11 of the Code of Alabama (1975) (hereinafter referred to as the "Enabling Act"). The Parties agree as follows:

1. **Scope and Authorization.** The City hereby designates and authorizes the Authority to administer and/or perform the collection and treatment (disposal) of its solid waste and refuse (including single-family residential garbage, infectious waste, trash, hazardous waste, recyclables, leaves, and storm debris) for the residents of the City and certain municipal-owned buildings and parks within the corporate limits of the City. The pricing and service level as discussed herein outlines the current offering of the Authority through its preferred provider who has committed to provide the tiered pricing and service levels to the Authority for a period of ten (10) years. The Authority extends this offering of services to the City, and the City authorizes the Authority to administer the collection and treatment of all solid waste within its corporate city limits.

2. **Term.** This authorization shall be for a period of nine (9) years, beginning October 1, 2022 and ending on September 30, 2031 and shall run concurrently with the contract of any service provider contracted by the Authority to perform solid waste collection and disposal services as described herein.

3. **Tiered Pricing.** The pricing for services is tiered and based upon the number of units serviced within the City and within the Authority's jurisdiction. The residential garbage and recycling pricing is based on twice weekly collection at a base cost and multiplied by the total number of residential units within the City and shall be subject to annual increases based on the utility CPI-U index or 5% per annum, whichever is less. Base monthly pricing for garbage and recycling shall be a combined cost of \$ 23.21 per residential unit (indexed for inflation effective October 1, 2022 as provided in the master agreement)-, where the ~~second~~^{first}-weekly pickup is taken to an Alabama Department of Environmental Management (ADEM) approved landfill facility and the ~~first~~^{second}-weekly pickup includes both garbage and recycling commingled together that is delivered to a facility capable of removing and separating out recyclables from garbage. All services are further described in paragraphs 4 and 5. For administration of service by the Authority, the City ~~may~~^{shall}-be required to obtain from the Authority up to one new cart per curbside and commercial customer at a cost of \$1 per month for each such curbside and commercial customer, to be billed to the City if the use of such carts is determined to be necessary to the administration of efficient and effective service by the Authority, in its sole discretion. If the base monthly pricing for garbage and recycling is reduced by the Authority's provider as a result of an increase in the number of units serviced by the Authority or other factor, the base monthly pricing provided for herein shall be reduced by the same percentage of reduction as that realized by the Authority.

4. **CPI-U INDEX FOR ANNUAL RATE ADJUSTMENT explained.** The unit price for residential collection as provided herein may be increased annually beginning the 2nd year of this Agreement, whereby the "Consumer Price Index for All Urban Consumers (CPI-U) as published by the United States Bureau of Labor Statistics for June 2022: U.S. city average, Water and sewer and trash collection services, garbage and trash collection" reflecting the index for the month of June 2022 shall constitute a base Consumer Price Index. If, as of June 20223, or any subsequent June during the term of this Contract, this price index shows an increase, the Contractor may request an equitable adjustment in the Contract prices based upon the CPI-U in an amount not to exceed five (5%) percent per annum or as otherwise mutually agreed. If the Authority grants the requested annual adjustment in the Contract price,

$\sqrt{\$22.11 (1.05)} = \23.24

the City's unit price for residential collection shall be likewise adjusted to reflect the same percentage amount requested and granted to Contractor by the Authority.

5. Service Level. a. *Garbage:* Twice weekly curbside (and where applicable backdoor) garbage collection shall occur Monday through Saturday, between hours of 7:00 a.m. and 7:00 p.m., using up to three – receptacles meeting the specifications set forth in Appendix A, as obtained by the City pursuant to paragraph 3, above (~~first receptacle only~~) or by owner or occupant of the residential or commercial unit. (~~receptacles exceeding the one receptacle provided by City~~). b. *Recycling:* the ~~first~~~~second~~ collection of each week shall be commingled collection, consisting of both waste and recycling in the same container(s) and will be sent to a facility capable of sorting and removing recyclables and reducing placement into the landfill. The ~~second~~~~first~~ weekly pickup shall be of waste only and no recycling shall be sorted out of such pickup. Accordingly, residents who wish to have their material recycled must place their recycling within their ~~first~~~~second~~ weekly pick-up. c. *Trash (including limbs, brush, bulky items):* included in base monthly fee, operating 5-6 days a week with guaranteed service every ten (10) days per unit. d. *Leaf collection:* (i) Bagged leaf collection is included in base monthly fee for all units beginning November 1st through February 28th or upon such other schedule as mutually agreed, (ii) Loose leaf~~ef~~ collection may be offered by a City at their sole cost, provided placement of those loose leaves shall not interfere with services by the Authority. e. *Backdoor services:* twice (2) weekly backdoor service based on documented need shall be available for up to 5% of total residential units of the City (approximately 375 as based on 7,551 units). A separate schedule and/or route for backdoor pickup may be set by the Authority through its preferred provider upon approval of City. Residents who are physically able to place garbage at the curb but desire to receive backdoor collection services may contract directly with the Authority's preferred provider to obtain such service. This elective backdoor service shall be available at the sole discretion of the Authority's preferred provider and will be billed directly to residents by the Authority's preferred provider at rates established and authorized by the Authority and agreed to by the City. f. *Hazardous waste:* a hazardous waste collection day shall be priced at \$10,000.00 per event, up to two events per annum. g. *Infectious waste:* as designated by the City, the Authority through its preferred provider shall provide custom pickup at \$85.00 per pickup of up to three (3) – 28 gallon provided containers, each additional pick-up/per container is \$35.00. h. *Disaster and Debris Removal:* shall be at City selected locations at the rate per knuckle boom truck under subsection c. i. *Municipal buildings:* Cart services for the pickup of garbage at all municipal buildings, fire stations and other city facilities, excluding schools, shall be provided two (2) times per week at no additional cost. j. *Parks:* two cart pickup is available twice weekly at \$19.93 per park or once weekly at \$18.90 per park. k. *Dumpsters* shall be provided by the Authority as needed. Compactor service shall also be provided at City facilities as needed, up to five (5) times per week, varying as follows:

(i) Commercial Front Load Collection by Size and Frequency

	1X	2X	3X	4X	5X
2yd	49.80	99.59	149.39	199.18	248.98
4yd	73.61	147.22	220.83	294.44	368.05
6yd	103.92	207.84	311.76	415.68	519.60
8yd	128.17	256.34	384.50	512.67	640.84

TO BE UPDATED TO REFLECT CPI (5%+) ADJUSTMENT EFFECTIVE 10/1/2022

- (ii) Roll-off Collection and Disposal: \$317.00 per collection plus \$37.50 per ton.
- (iii) Compactor and Container rental: ranges from \$450 to \$750 per unit depending on size, installation cost for time and materials, and open tops (any size) at \$5.00 per day or \$120.00 per month.

All other additional or desired services as quoted to the Authority by any of its selected providers shall be made available to City, upon request.

6. Billing and Payment: A detailed billing statement shall be provided to City within ten (10) days following the end of each month for services rendered hereunder. The billing statement shall provide a quantity and rate for each type of service provided. The Authority or its preferred provider shall be paid on or before the 30th day following the end of the month to which the bill relates. Such billing and payment shall be based on the rate and number of units serviced.

7. Service Days. The Authority or its preferred provider shall provide collection based on a six (6) day/week service schedule (fifty-two weeks per annum) through three routes (Mon-Thu, Tue-Fri, Wed-Sat). No collection shall occur on the seven (7) following holidays: New Year's Day, Martin Luther King, Jr. Birthday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a normally scheduled pickup falls on one of the above holidays, collections shall be on the following workday.

8. Quality of Service. The Authority and City agree that the Authority through its preferred provider will provide exceptional service, including but not limited to: a. *Customer Service:* The Authority or its preferred provider shall maintain a toll free telephone number to be operational, Monday through Friday 8:00 A.M. to 5:00 P.M. local time, except for holidays. The preferred provider shall maintain, at its cost, a telephone line listed in the name in which it does business. Calls must be answered, and services rendered in a courteous and professional manner, during normal business hours by a live (not recorded) customer service agent employed by the Authority or its preferred provider. b. *Automated System Monitoring.* The Authority or its preferred provider shall monitor any reporting process or software used by the City to provide timely and quality service through the requests from residents and City staff. The City will provide guidance to the Authority or its preferred provider, but the Authority or its preferred provider shall be responsible to respond and close out requests in a timely and professional manner. Requests shall only be closed out after the matter has been satisfactorily addressed and shall also be closed in a timely manner once the matter has been satisfactorily addressed. c. *Equipment Availability:* The Authority shall ensure adequate well-maintained equipment is available to maintain timely service levels.

9. Penalties. The Authority or its preferred provider shall make every reasonable effort to provide high quality service and have no unresolved complaints. Because of the costs incurred in administering and responding to unresolved complaints and unfulfilled requests by City, the Authority shall require the sum of Two Hundred Fifty Dollars (\$250.00) for each complaint or request not satisfied by its preferred provider within twenty-four (24) hours after receipt of notification thereof by the City, be paid to the Authority. If there are more than two (2) complaints at the same residence within the same month, the Authority may double the penalty to Five Hundred Dollars (\$500.00) at the Authority's discretion, notwithstanding the 24-hour time period. When applicable, the Authority's preferred provider will be notified of the imposition of such penalties by the CSWDA or City. Penalties shall apply to garbage, trash, recycling and cart delivery. Any penalties imposed may be deducted from any payment(s) due to the Contractor by the CSWDA or City. Failure to provide adequate equipment, as specified, will allow the CSWDA to assess a \$500.00 (five hundred dollar) per day per truck penalty to be imposed until that Contractor can provide evidence that all required equipment is active and functioning properly within the jurisdiction of the City.

10. Default. The Authority completed a request for proposal process to select a preferred provider or Contractor to assist with its administration of solid waste collection and disposal within its jurisdiction and required the following provisions for the selected provider: (i) Contractor fails to perform the work as described in this contract or neglects or refuses to comply with any of the other

provisions of this contract, or in the event the Contractor willfully, knowingly, or repeatedly violates any ordinance of the CSWDA or any of the laws of the State of Alabama or any rules or regulations of the Health Department, now or hereinafter enacted pertaining to the collection, removal or disposal of Garbage, Trash or refuse, the CSWDA may give notice to the Contractor at its local office address, and the failure of the Contractor to remedy or correct such unsatisfactory condition within three (3) days from the date of mailing of such notice shall constitute a default herein. Furthermore:

- a. In the event of the termination of this contract or in the event the CSWDA is required to initiate litigation to enforce any of its rights under and by virtue of this contract, the Contractor hereby agrees that if the CSWDA prevails it will reimburse the CSWDA for all costs, fees and expenses including reasonable attorney's fees incurred by the CSWDA in any such undertaking.
- b. The termination of this contract shall not relieve the Contractor of the responsibility from any damages that the CSWDA may incur by reason of such default.
- c. In the event that the performance by the Contractor of any of its obligations or undertakings hereunder shall be interrupted or delayed by an act of God or the common enemy of the result of war, riot, civil commotion, strike or labor unrest, or sovereign conduct or any other event beyond its reasonable control, then it shall be excused from such performance for the duration of such disturbance.
- d. Additionally, the Contractor hereby agrees that in the event of such termination, interruption or delayed service, at the option of the CSWDA member(s), all trucks, machinery and equipment utilized by the Contractor in the performance of this contract shall thereupon be delivered to the CSWDA member(s) and may be used by the CSWDA member(s) for a period of one hundred eighty (180) days without cost or charge from the date of such termination, interruption or delayed service.

Should the Contractor be in default with the Authority and degradation of service with City occurs to the extent the Authority determines termination of services are necessary, this shall also constitute a default of this Agreement and the City may terminate this agreement.

11. Termination. Should the Authority be dissolved pursuant to its Enabling Act, this Contract shall be terminated without further action. Should the Authority or its preferred provider have a degradation of service that is not repairable to an acceptable level after evidence of these default provisions referenced herein, the City may terminate this contract with the Authority ~~upon~~with a seven (7) days' notice.

12. Warranties. The Authority agrees that any warranties for carts or equipment made available to the Authority from its preferred provider or a manufacturer will also be provided to City.

13. Change in Units Serviced, Annexations and New Construction. The City shall provide annually to Authority any change in units serviced. The City and Authority agree that any contiguous areas annexed by City or new construction within the City limits during the term of this Contract shall be included within the service area at the same per unit charge as provided herein. Fluctuations in the number of units serviced and billed will be adjusted monthly except in an annexation or new construction of five (5) or more homes in which case the charges for services related to these specific addresses may be pro-rated based on the date on which services actually begin.

14. Insurance and Bonding. a. *Insurance.* The Authority or its preferred provider shall maintain at all times five million (\$5,000,000) dollar commercial umbrella insurance coverage per occurrence/aggregate and shall provide workers compensation/employer's liability insurance with a

minimum of one million (\$1,000,000) per accident. The Authority or its preferred provider shall name the City as an additional insured. b. *Bonding*. The Authority or its preferred provider shall maintain a performance bond equal to 100% of the contract price for residential units served.

15. Anti-discrimination and immigration law compliance. The Authority and/or/ its preferred provider shall ensure that in performing the work furnished by this Contract of furnishing the services provided here, shall not discriminate against any person seeking employment with or employed by him because of race, creed, color, or national origin. The Authority shall require any preferred provider affirm that for the duration this Contract, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an authorized alien within the State of Alabama. Furthermore, if that provider is found to be in violation of this provision, that provider shall be deemed in breach of this Contract and shall be responsible for all damages resulting therefrom. During the term of this Contract, the Authority's preferred provider shall participate in the U.S. Department of Homeland Security's E-Verify Program and shall verify every employee that is required to be verified according to applicable federal rules and regulations. The Authority agrees to provide sufficient documentation to the City to establish that its preferred provider is enrolled in the E-Verify Program and require its preferred provider to create and operate a system for assuring immigration law compliance by subcontractors by obtaining, prior to their performing any work related to this Contract.

16. Independent Contractor. It is expressly agreed and understood that the Authority and/or/ its preferred provider is, in all respects, an independent contractor as to the work provided for herein and is, in no respect, an agent, servant or employee of the City.

17. Assignment or Transfer Permitted. The Authority is authorized to administer solid waste collection and disposal at its discretion, subject to the provisions contained herein and the laws of the State of Alabama.

18. Amendment. This Agreement may be amended by mutual consent of both parties. The Authority may from time to time engage additional providers to allow for more efficient service, resulting in cost savings to the City, and no amendment to this agreement shall be necessary for a rate reduction. The Authority shall provide any such reduction in writing.

19. Severability. In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of the Contract Documents, pursuant to the laws of the State of Alabama. Any dispute as to the validity of this agreement or its provisions herein shall be heard in the Circuit Court of Shelby County, Alabama, prevailing part to bear costs.

20. Entire Contract. This Agreement constitutes the complete terms between the parties. The entire response to the Authority's July 21, 2021 request for proposals to service its jurisdiction by its selected and preferred provider is incorporated hereto as if stated fully herein and provides the minimum and maximum parameters of service the Authority is currently offering. Should the Authority realize cost savings by adding additional providers to service City, those offerings shall be subject to any limitations provided herein.

Signatures on the following page

IN WITNESS WHEREOF, the parties hereto, having obtained the full consent of their governing bodies, have caused this Agreement with the Cahaba Solid Waste Disposal Authority to administer solid waste disposal and collection on behalf of the ~~City of~~CITY OF MOUNTAIN BROOK as provided herein, cause to be executed by their duly authorized officers on the day and year written above, as follows:

CITY OF MOUNTAIN BROOK, ALABAMA,
a Municipal Corporation

Stewart Welch III, Mayor

Attest:

Heather Richards, City Clerk

CAHABA SOLID WASTE DISPOSAL AUTHORITY,
a Public Corporation

Alan Rice, its Chairman

Attest:

Elenie Counts, Secretary

ACKNOWLEDGEMENT OF SERVICES BY PROVIDER

Acknowledged by Service Provider: AMWASTE LLC, by _____
(print)

Its _____ (title). This _____ day of _____, 20__.

(Signature)

Resolution 2022 - 01

Resolution Authorizing Fuel Surcharge and Annual Rate Increase of Five Percent

BE IT RESOLVED, by the Board of Directors for the Cahaba Solid Waste Authority with a quorum present in a duly called special meeting on this 27th day of September, 2022, hereby resolves as follows:

1. **FUEL SURCHARGE AUTHORIZED.** As of August 1, 2022, a monthly fuel surcharge adjusted according to the fuel index for ultra-low sulfur diesel shall be applicable to all entities serviced by the Authority. The fuel surcharge shall account for the percentage change in fuel index from a baseline amount for ultra-low sulfur diesel of \$3.05 multiplied by a fuel factor of 0.263 and be added to the baseline service dollar amount for single family residential services and elective backdoor service for non-disabled customers, pursuant to the attached Tables 1-3 in Exhibit A. The percentage change in fuel index shall be adjusted monthly related to the fuel index for ultra-low sulfur diesel (Alabama – Gulf Coast (PADD3) as of the last day of each preceding month according to the Energy Information Administration of the U.S. Department of Energy (EIA/DOE), as published on its website:(<https://www.eia.gov/petroleum/gasdiesel/>). The fuel surcharge is authorized only when ultra-low sulfur diesel as described herein exceeds \$3.05.
2. **CPI-U ANNUAL ADJUSTMENT CAPPED AT FIVE (5%) PERCENT.** As of October 1, 2022, an annual rate of adjustment of five percent (5%) shall occur for all services offered by the Authority for all eligible entities. The Board recognizes that the CPI-U Index for Annual Rate Adjustment ranges from eight to nine percent for water and sewer and trash collection services as of June 2022; however, understands that the maximum increase per contract with the Authority’s preferred provider is capped at five (5%) percent and determines that five percent is the maximum rate increase authorized. Accordingly, the Authority declines to increase the adjustment beyond five (5%) percent as requested by AmWaste LLC and will instead revisit the 5% cap within 12 months.
3. That any retroactive charges applicable will be billed in a future invoice, where said fuel surcharge will be added to all active Authority member invoices and shall apply to future services of any member entity or contracting party.
4. That the Chairman is authorized to enter into periodic billing arrangements with any entity receiving service from the Authority that direct bills its residents and desires additional flexibility in its timing for phasing in the fuel surcharge and annual rate adjustment to ensure their billing reflects these additional costs in a manner consistent with the terms herein.
5. That the Chairman shall be authorized to enter into a First Amendment to the Solid Waste Collection & Disposal Provider Agreement with AmWaste LLC upon such terms and

conditions set forth in Exhibit 1 and sign such documentation necessary to facilitate the aforementioned wishes of the Authority.

6. This resolution shall take effect immediately and the Secretary is authorized to spread the same upon the minutes and certify a copy of this resolution to all entities utilizing the Authority's services for their concurrence.

ADOPTED this _____ day of _____, 2022.

APPROVED BY:

Allan Rice, its Chairman

ATTESTED BY:

Recording Secretary

FIRST AMENDMENT TO THE SOLID WASTE COLLECTION & DISPOSAL PROVIDER AGREEMENT

THIS FIRST AMENDMENT TO THE SOLID WASTE COLLECTION & DISPOSAL PROVIDER AGREEMENT (this “First Amendment”) is entered into effective the ___ day of _____, 2022, by and between the **Cahaba Solid Waste Disposal Authority** (“Authority” or “CSWDA”) and **AMWASTE LLC** (“Contractor”).

RECITALS:

WHEREAS, the Authority and the Contractor entered into that certain Solid Waste Collection & Disposal Provider Agreement effective September 28, 2021 (the “Agreement”);

WHEREAS, the Authority and the Contractor desire to amend the Agreement in accordance with the terms and conditions set forth in this First Amendment.

NOW, THEREFORE, in consideration of the agreements hereinafter set forth, the Authority and Contractor agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by reference.
2. **Defined Terms**. All capitalized terms used herein and not expressly defined herein shall have the meaning given to them in the Agreement.
3. **Fuel Adjustment**.
 - a. Effective with the August 2022 billing cycle, a fuel surcharge will be added to all contracting entities and active authority members’ invoices as determined by the fuel adjustment calculator attached as **Exhibit A**.
 - b. Effective as of October 1, 2022, a fuel adjustment shall be authorized for each billing cycle moving forward and added to all active authority members and contracting entities as determined by said fuel calculator.
4. **Controlling Agreement**. To the extent any provisions contained herein conflict with the Agreement or any other Agreements between Authority and Contractor, oral or otherwise, the provisions contained herein shall supersede such conflicting provisions contained in the Agreement or other Agreements, resolved in the favor of the Authority.
5. **No Further Modifications**. Except as set forth herein, the Agreement remains unmodified and in full force and effect.
6. **Counterparts, Facsimiles**. This First Amendment may be executed in counterparts. Each executed counterpart of this First Amendment will constitute an original document, and all executed counterparts, together, will constitute the same First Amendment. Any

EXHIBIT A

Fuel Adjustment Calculator

For Single Family Residential Services. The Base Bid Rate will be increased by a Fuel Adjustment to equal the Adjusted Rate. The Fuel Adjustment is determined by the Base Bid Rate being multiplied by a Fuel Factor (0.263) multiplied by the percentage change in fuel index (54%). This Fuel Adjustment is added to the Base Bid Rate to equal the Adjusted Rate.

For Elective Backdoor Service (non-disabled customer). The Base Bid Rate will be increased by a Fuel Adjustment to equal the Adjusted Rate. The Fuel Adjustment is determined by the Base Bid Rate multiplied by a Fuel Factor (0.263) multiplied by the percentage change in fuel index (54%).

As more particularly described on the following Tables 1 – 3.

Project CSWDA Billing Period: Sep-22
 Letting Date: 7/15/2021
 Base Fuel Index
 \$/gal): 3.05
 Fuel Index for
 current month
 (\$/gal) 4.71725

 (1) Current
 Month Index -
 Base index: 1.67

Item No.	Description	Base Bid Rate	(3) Fuel Factor	(4) Percentage Change in Fuel Index	(3) x (4) Fuel Adjustment (+/-)	Adjusted Rate
1	Single Family Residential Service	\$ 22.11	0.263	55%	\$ 3.18	\$ 25.29
4	Elective Backdoor Service (non-disabled customer)	\$ 9.38	0.263	55%	\$ 1.35	\$ 10.73

PADD 3 - Pricing

9/5/2022	4.796
9/12/2022	4.76
9/19/2022	4.69
9/26/2022	4.623
4 Week Average	4.71725



Steve Boone <boones@mtnbrook.org>

RE: Amwaste Fuel Adjustment Calculator 09_2022.xlsx

1 message

Rod Evans <REvans@wallacejordan.com>

Tue, Oct 4, 2022 at 2:31 PM

To: "arice@hooveralabama.gov" <arice@hooveralabama.gov>, "jdownes@vhal.org" <jdownes@vhal.org>, Steve Boone <boones@mtnbrook.org>, "gdifante@pelhamalabama.gov" <gdifante@pelhamalabama.gov>, "bchoat@trussville.org" <bchoat@trussville.org>, "jzissette@clantonal.gov" <jzissette@clantonal.gov>, "berkley.squires@homewoodal.org" <Berkley.Squires@homewoodal.org>, "lholcomb@fultondaleal.gov" <lholcomb@fultondaleal.gov>

Board members:

I recognize that most of you may have already sent your resolutions out for your council packets, which included the original spreadsheet for August 2022. This attached spreadsheet does have the pricing for September and a tab for fuel review periods consistent with the four-week average we discussed at the board meeting. Please note that it is not imperative that the attached spreadsheet be included in the resolution, but is up to you on whether including the spreadsheet is helpful.

Rod | Roderick J. Evans | MEMBER

WALLACE JORDAN

WALLACE JORDAN RATLIFF & BRANDT LLC

800 Shades Creek Pkwy #400, Birmingham, AL 35209

Direct: 205.874.0349 / Email: revans@wallacejordan.com

Asst: Tina Frazier: 205.874.0314 (tfrazier@wallacejordan.com)

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CIRCULAR 230 NOTICE: In compliance with requirements related to practice before the Internal Revenue Service, we are required to inform you that any federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used by you, for the purposes of (i) avoiding penalties that may be imposed on you under the United States Internal Revenue Code or (ii) promoting, marketing, or recommending to another person any transaction or tax-related matter referenced herein. If you have received this communication and are not the original intended recipient and a client of the sender, you should seek advice based on your particular circumstances from an independent tax advisor.

From: Rick Sweeney <rsweeney@amwasteusa.com>**Sent:** Tuesday, October 4, 2022 10:14 AM**To:** arice@hooveralabama.gov; jdownes@vhal.org; Steve Boone <boones@mtnbrook.org>; gdifante@pelhamalabama.gov; bchoat@trussville.org; jzissette@clantonal.gov; berkley.squires@homewoodal.org; lholcomb@fultondaleal.gov; Rod Evans <REvans@wallacejordan.com>**Cc:** Randy Lee <rlee@amwasteusa.com>; David Carlisle <dcarlisle@amwasteusa.com>; Kathy Giles <kgiles@amwasteusa.com>; Andrew Dunham <adunham@amwasteusa.com>; Jon Black <jblack@amwasteusa.com>**Subject:** Amwaste Fuel Adjustment Calculator 09_2022.xlsx


All:

It was a pleasure to see you last week. We sincerely appreciate your business, the partnership with your communities, and the understanding and support of the requested rate adjustments. As discussed during the Board meeting, attached is the calculated September fuel adjustment. Additionally, for transparency, I have included an additional tab identifying the specific weeks to be reviewed by month through December of 2025. I have also included the link for the published fuel index with guidance of the table and region used for evaluation. The index is reported each Tuesday. If the 1st of any month fell on a Tuesday, I included in the prior month evaluation as our billing will occur on or as close to the 1st of each month. If there are no objections, we will utilize the identified weeks for fuel evaluation.

We sincerely appreciate the opportunity to serve your communities, and look forward to a long standing partnership with the Authority.

Respectfully,

Rick

 **Fuel Adjustment Calculator 09_2022.xlsx**
30K

RESOLUTION NO. 2022-157

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Section **IV SAFETY AND HEALTH**, subsection **D** of the City of *Mountain Brook Employee Handbook* are hereby amended as follow:

“D. Authorized Use of City Vehicles, Driver License and Insurance Verification

City vehicles are to be used by City employees ONLY in the performance of their duties with the City and for other official City business with the following exceptions: City vehicles may be used by City employees (1) to travel to places for breakfast, lunch, and dinner on workdays if the employee’s assigned shift encompasses those meal period(s); (2) for short, personal errands during their assigned shift if the errand does not require the employee to deviate from the normal route the employee would be required to travel in the performance of his or her official duties; (3) in the event of medical emergencies; and (4) in the event of hardships, but only if such use is approved in advance by the City Manager or the employee’s Department Supervisor.

In addition to the use of City vehicles during his or her regular shift, the following employees are authorized to use the City vehicle assigned to them for transportation to and from work:

City Hall

City Manager

Parks and Recreation Department

Turf Grass Supervisor

Police Department

Chief of Police

Captain

Lieutenant - Detective Division

Lieutenant - Patrol Division

Lieutenant - Administrative Division

Detective Division personnel

School Resource Officers

All other law enforcement personnel
subject to department-specific policies

Fire Department

Fire Marshall (Captain)

Training and Safety Officer (Captain)

EMS Officer (Captain)

Public Works Department

Public Works Director

Assistant Public Works Director

Supervisor - Right-of-Way Division

Supervisor - Shop Division

Supervisor - Construction Division

Building Inspections

Building Inspectors

Other City employees may be allowed to use City vehicles for transportation to and from work with the express permission of the City Manager and the employee’s Department Head.

Employees authorized to use City vehicles must generally live within 50 miles of the City offices in which assigned or limit their daily commute to no more than 50 miles and only as transportation to and from work are allowed to use the vehicles for short personal or family errands along the normal route followed by the employee when the employee is traveling to and from work and for such emergency and hardship use as referred to hereinbefore. City vehicles are not to be used for personal or family business at any other time, such as on weekends and holidays,

except such emergency and hardship use. Employees that live more than 50 miles from their work station, must demonstrate to their Department Supervisor that they are able to limit their daily commute to no more than 50 miles through the use of public parking where such daily and overnight parking is permissible.

The abuse of the privilege of using a City vehicle may result in the loss of that privilege and other discipline up to and including discharge.

City employees authorized to use City vehicles as transportation to and from work must execute the Release and Indemnity Agreement attached hereto as Exhibit C. Additionally, the City reserves the right to examine motor vehicle reports of all employees authorized to drive City vehicles. Generally, the City shall obtain each such employees' motor vehicle report once every three years. In conjunction therewith, all new hires will be required to submit the "Driver History Form" (Exhibit D).

In addition, all employees may, at one time or another, be required to drive their personal vehicles on City business. Therefore, all employees are required to show proof of current valid driving licenses and current effective insurance coverage before the first day of employment. The City participates in a system that regularly checks state Department of Motor Vehicles (DMV) records of all employees. The City reserves the right to transfer to an alternative position, suspend or terminate an employee whose license is revoked or who fails to maintain personal automobile insurance coverage. (Resolution 2013-121 adopted August 26, 2013)."

ADOPTED: The 10th day of October, 2022.

Council President

APPROVED: The 10th day of October, 2022.

Mayor

CERTIFICATION

I, Heather Richards, 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 10, 2022, as same appears in the minutes of record of said meeting.

City Clerk

RESOLUTION NO. 2022-158

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the Mayor or City Manager to execute a Statement of Work Order, in the form attached hereto as Exhibit 1, between the City and Ricoh with respect to the DocuWare On-Premise Updgrade/Migration (subject to such modifications as may be agreed upon between the City and Ricoh and review by City's legal counsel.

ADOPTED: The 10th day of October, 2022.

Council President

APPROVED: The 10th day of October, 2022.

Mayor

CERTIFICATION

I, Heather Richards, 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 10, 2022, as same appears in the minutes of record of said meeting.

City Clerk



ORDER AGREEMENT

Sales Type: CASH

ORDER AGREEMENT CONSISTS OF THIS PAGE AND THE TERMS AND CONDITIONS ATTACHED

EQUIPMENT BILL TO INFORMATION		
Customer Legal Name: CITY OF MOUNTAIN BROOK		
Address Line 1: 56 CHURCH ST		Contact: Steve O'Dell
Address Line 2:		Phone: (205)802-3820
City: BIRMINGHAM		E-mail: odells@mtnbrook.org
ST/Zip: AL/35213-3700	County: JEFFERSON	Fax:

Check all that apply:

- PO Included PO#
- PS Service (Subject to and governed by additional Terms and Conditions)
- TS PO# (if applicable)
- IT Service (Subject to and governed by additional Terms and Conditions)
- Sales Tax Exempt (Attach Valid Exemption Certificate)
- Fixed Rate Service Term
- Syndication
- Add to Existing Service Contract #:

SHIP TO INFORMATION

Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
CITY OF MOUNTAIN BROOK	56 CHURCH ST	BIRMINGHAM AL/35213-3700 JEFFERSON	Steve O'Dell	(205)802-3820 odells@mtnbrook.org

BASIC CONNECTIVITY / PS / IT Services Description	Quantity	Sell Price	Extended Sell Price
[SOW NO SDA]RICOH PS DOCUWARE 6 MONTH DEPLOYMENT RETAINER (PER HOUR)	83	\$201.61	\$16,733.63
[SOW NO SDA]RICOH PS DOCUWARE 6 MONTH DEPLOYMENT RETAINER (PER HOUR)	49	\$201.61	\$9,878.89
[SOW NO SDA]RICOH PS DOCUWARE BLOCK OF TIME 12 MONTHS	20	\$216.00	\$4,320.00



ORDER TOTALS		
Service Type Offerings:	Product Total:	\$0.00
Gold: Includes all supplies and staples. Excludes paper.	BASIC CONNECTIVITY / PS / IT Services :	\$30,932.52
Silver: Includes all supplies. Excludes paper and staples.	BuyOut After Promotions:	\$0.00
Bronze: Parts and labor only. Excludes paper, staples and supplies.	Grand Total: (Excludes Tax)	\$30,932.52
Additional Provisions: <i>Insert ANY additional provisions here</i>		
Per US Communities Contract 4400003732		

Accepted by Customer	Accepted: Ricoh USA, Inc.
Authorized Signature:	Authorized Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

Terms and Conditions for Order Agreement

These Terms and Conditions for Order Agreement (together with the Order (defined below), the "Agreement") set forth the specific terms and conditions under which Ricoh USA, Inc. ("Ricoh") agrees to sell the specific equipment, software, and/or hardware ("Products") and/or provide the services ("Services") identified on the order (in the form provided by Ricoh) attached to these Terms and Conditions for Order Agreement (the "Order") to the "Customer" identified in the Order. To obtain Products and/or Services from Ricoh, Customer will execute the Order.

Terms applicable to Service transactions only:

1. **Services.** (a) An Order for Services must identify the specific Services to be performed, including, if applicable, the equipment to be serviced (the "Serviced Products"), the Term (defined in Section 3) of the Service engagement, the location at which Services shall be performed and the applicable Service Charges (defined in Section 4) for such Order. Ricoh will not be responsible to provide Services for Serviced Products in the event the Term and location(s) are not identified on the Order accepted by Ricoh.

(b) For maintenance and repair Services, Ricoh will repair or replace in accordance with the terms and conditions of this Agreement and the manufacturer's specifications, any part of the Serviced Products that becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used. All parts removed due to replacement will become the property of Ricoh.

(c) The maintenance and repair Services provided by Ricoh under an Order will not include the following: (i) repairs resulting from misuse (including, without limitation, using unauthorized media, improper voltage, or the use of consumable or other supplies or media that do not conform to the manufacturer's specifications) or the failure to provide, or the failure of, adequate electrical power, air conditioning, humidity control, or other failure to provide a suitable operating environment; (ii) repairs made necessary by service performed by persons other than Ricoh representatives; (iii) unless covered under an extended hour service contract, service calls or work which Customer requests to be performed outside of Normal Business Hours (defined below) and Service calls or



work which Customer requests to be performed on Ricoh Holidays (defined below); (iv) repairs or replacements that are materially hindered by Customer's failure to perform the Customer obligations set forth in this Agreement; (v) repairs or replacement of any removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Serviced Products; (vi) consumable supplies such as paper, staples, refillable staple cartridges (even under a staples inclusive Order), or any toner (other than black, cyan, yellow, magenta under a toner inclusive Order), unless expressly provided for in the Order; (vii) repairs, service calls and/or connectivity of attachments not purchased from Ricoh; (viii) any software, system support or related connectivity unless specified in writing by Ricoh; (ix) parts no longer available from the applicable manufacturer; (x) electrical work external to the Serviced Products, including problems resulting from overloaded or improper circuits; (xi) installation or de-installation and/or movement of the Serviced Products from one location to another unless specified in writing by Ricoh; (xii) maintenance or repairs of any Serviced Product that is relocated by someone other than Ricoh or a Ricoh authorized agent until such Serviced Product passes inspection by a Ricoh technician at the new location demonstrating that the Serviced Product was not damaged during the move and functions in accordance with the applicable manufacturer's specifications, and Customer understands that a minimum one (1) hour labor charge (or longer, depending on the circumstances) at then-prevailing time and materials rates will apply for inspection of the equipment at the new location; (xiii) repairs of damage or increase in service time caused by Force Majeure Conditions; (xiv) reconditioning and similar major overhauls of Serviced Products; (xv) any obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Serviced Products, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"), unless Customer engages Ricoh to perform such Data Management Services at then-prevailing rates pursuant to an Order for such purpose; and (xvi) engineering changes which provide additional capabilities to the Ricoh Equipment (defined in Section 13) covered herein unless made at Customer's request and paid at Ricoh's applicable time and material rates then in effect. Damage to Serviced Products or parts arising from causes beyond the control of Ricoh are not covered by this Agreement. Ricoh may terminate its Service obligations under an Order for Serviced Products that have been modified, damaged, altered or serviced by personnel other than those employed by Ricoh.

2. **Service Calls.** Unless otherwise specified in the Order, service calls will be made during 8:00am – 5:00pm local service time, Monday through Friday ("Normal Business Hours") at the installation address shown on the Order. Service does not include coverage on Ricoh holidays, which include New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, the day after Thanksgiving and Christmas Day (collectively, "RicoH Holidays"). Travel and labor-time for the service calls after Normal Business Hours, on weekends and on Ricoh Holidays, if and when available and only in the event and to the extent that Ricoh agrees to provide such non-standard coverage, will be charged at overtime rates in effect at the time the service call is made. While at Customer's site, Ricoh personnel shall comply with Customer's reasonable policies pertaining to access, security and use of Customer sites and systems, provided that such policies are provided to Ricoh in advance and in writing, do not conflict with the terms and conditions of this Agreement, and do not impose any additional financial or legal burden on Ricoh.

3. **Term; Early Termination.** This Agreement shall become effective on the date that Ricoh accepts the Order and shall continue for the term identified in the Order. At the expiration of the term identified in the Order, it will automatically renew for successive twelve (12) month periods unless notice of termination as specified below is given. The duration of the initial term and any extension or renewal thereto are collectively referred to as the "Term." Customer may terminate this Agreement for convenience prior to expiration of its Term so long as Customer is not then in default and provides Ricoh at least thirty (30) days prior written notice. Ricoh may terminate this Agreement for convenience prior to expiration of its Term so long as Ricoh is not then in default and provides Customer at least sixty (60) days prior written notice. Should Customer elect to terminate this Agreement for convenience when the Order has a Term of at least thirty-six (36) months, Customer shall pay to Ricoh, as liquidated damages and not as a penalty, an early termination fee in accordance with the following ("Termination Fee"): (i) if the termination occurs in months one (1) through twelve (12) of the Term, an amount equal to twelve (12) times the Monthly Service Charge (as defined below); (ii) if the termination occurs in months thirteen (13) through twenty-four (24) of the Term, an amount equal to nine (9) times the Monthly Service Charge; and (iii) if the termination occurs any time after the twenty-fourth (24th) month of the Term, an amount equal to the lesser of six (6) times the Monthly Service Charge or the number of months remaining under the then current Term. For an Order having a Term of less than thirty-six (36) months, the Termination Fee shall be equal to the lesser of six (6) times the Monthly Service Charge or the number of months remaining under the Term of the Order. For the purposes herein, the "Monthly Service Charge" shall equal (i) the base monthly Service Charge set forth in the Order; or (ii) in the event the Order does not contain a base monthly Service Charge, the average monthly Order charges for the six (6) month period prior to the date of Customer's termination. If such termination date occurs less than six (6) months after the effective date of the Order, the Monthly Service Charge will be equal to the average monthly Order charges for the number of months the Order was in effect.

4. **Service Charges.** (a) Service charges ("Service Charges") will be set forth on the Order. Service Charges will not include any charges for repairs or Service that are otherwise covered by the applicable manufacturer's limited warranty during the period covered by any such warranty, to the extent Ricoh has agreed with such manufacturer not to charge a customer for any such charges. Customer acknowledges and agrees that: (i) alterations, attachments, specification changes, or use by Customer of sub-standard supplies that cause excessive service calls may require an increase in Service Charges; (ii) the transfer of the Serviced Products from the location indicated on the Order may result in an increase of Service Charges or the termination of the Agreement; and (iii) to the extent that Customer requests that Ricoh registers with a third-party vendor prequalification service and Ricoh agrees to register, Customer will be charged for Ricoh's registration and any other related fees for registering with such service and this Agreement shall be the only terms and conditions to govern such registration and service. Customer shall be responsible for any costs related to freight (including fuel surcharges, which may be imposed from time to time), postage/ mailing expense (meter rentals) and/or administrative and processing fees and, to the extent Ricoh pays such costs, Customer shall immediately reimburse Ricoh.

(b) Unless otherwise specified in the Order, Service Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images or other image sizes. Customer acknowledges that pricing is based on the prevailing rates at the time of the Order. Unless otherwise expressly agreed to in writing, if the Term of the Order exceeds twelve (12) months, and (i) the Service Charges or rates expressly set forth in the Order are not fixed for a period longer than twelve (12) months, then the Service Charges and any rate expressly set forth in the Order may be increased by Ricoh up to fifteen percent (15%) of the then-current Service Charges and rates annually for each year beyond the initial twelve (12) month period,



and Customer expressly consents to such adjustment without additional notice, or (ii) the Service Charges or any rates expressly set forth in the Order are fixed for a period longer than twelve (12) months, then upon the expiration of the period during which the fixed Service Charges or other rates are fixed, the Service Charges or other rates may be increased by Ricoh in an amount up to fifteen percent (15%) of the then-current Service Charges and rates multiplied by the number of years during which the Service Charges or other rates were fixed, and Customer expressly consents to such adjustment without additional notice.

5. **Use of Recommended Supplies: Meter Readings.** (a) It is not a condition of this Agreement that Customer use only Ricoh-provided supplies. If Customer uses other than manufacturer-recommended supplies, including paper, developer, toner, and fuser oil, and if such supplies are defective or not acceptable for use on the Serviced Products, that do not conform to the manufacturer's specifications, or cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate the Agreement with respect to such Serviced Products. If so terminated, Customer will be offered Service on a "per call" basis at Ricoh's then-prevailing time and material rates. If Ricoh determines that Customer has used more Ricoh-provided supplies than the manufacturer's recommended specifications, then Customer will pay reasonable charges for those excess supplies and/or Ricoh may refuse Customer additional supply shipments.

(b) Customer is required to provide Ricoh actual and accurate meter readings in accordance with the billing schedule set forth on the Order. Ricoh may, at its discretion and dependent upon Serviced Product capabilities, collect remote meter readings and utilize equipment monitoring services using automatic meter reading solutions ("AMR"). This may allow for automated meter reading and submission, automatic placement of low toner alerts, automatic placement of service calls in the event of a critical Serviced Product failure and may enable firmware upgrades. The meter count and other information collected by AMR ("Data") is sent via the internet to remote servers some of which may be located outside the U.S. **AMR cannot and does not collect Customer document content.** Ricoh uses reasonably available technology to maintain the security of the Data; however, Customer acknowledges that no one can guaranty security of information maintained on computers and on the internet. Ricoh retains full rights to the Data (but not Customer documents or information), which it or its authorized third parties may use to service the Serviced Products. Ricoh may also use the Data for its normal business purposes including product development and marketing research, however, the Data will not be provided to any non-Ricoh third party in a form that personally identifies the Customer. Ricoh may dispose of the Data at any time and without notice. AMR technology is the confidential and proprietary information of Ricoh and/or its licensors protected by copyright, trade secret and other laws and treaties. Ricoh retains full title, ownership and all intellectual property rights in and to AMR.

(c) If Customer fails to provide actual and accurate meter readings to Ricoh in accordance with the billing schedule set forth on the Order, Ricoh may calculate an estimated meter reading from previous meter readings and Customer agrees to pay Service Charges based on such calculated estimate. Appropriate adjustments will be made by Ricoh in a subsequent billing cycle following Customer providing actual and accurate meter readings. If Ricoh contacts Customer to obtain a meter reading, then Ricoh may assess an administrative fee in an amount equal to twenty-five dollars (\$25.00) per meter reading collected per billing period for the time and expense associated with meter collection activity in addition to the Service Charges. If Ricoh visits Customer location to obtain a meter reading, Ricoh may assess a fee according to the hourly service charge rate. Customer shall notify Ricoh within forty-eight (48) hours of any Serviced Product moves, installation/deinstallation, and/or removal of managed and monitored Serviced Products that impact AMR.

6. **Connectivity and Professional Services.** Customer may acquire connectivity, IT and professional services from Ricoh ("Professional Services") by executing and delivering to Ricoh an Order setting forth the specific services to be provided. Ricoh shall provide the Professional Services at Customer's location(s) or on a remote basis as set forth in the Order. Customer shall provide Ricoh with such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform the Professional Services. Customer acknowledges that Ricoh's performance of the Professional Services is dependent upon Customer's timely and effective performance of its responsibilities as set forth in the Order. Estimated delivery and/or service schedules contained in the Order are non-binding estimates. Intellectual property rights, if any, arising from the Professional Services provided under the Order shall remain the property of Ricoh. Unless connectivity Services are specifically identified in the Order as part of the Services to be performed by Ricoh, Ricoh shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.

7. **Customer Obligations.** Customer agrees to provide a proper place for the use of the Serviced Products, including but not limited to, electric service, as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the service of the Serviced Products hereunder within a reasonable distance of the Serviced Products. Customer agrees to provide such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform its Services, including but not limited to "360 degree" service access to the Serviced Products. Customer will provide a key operator for the Serviced Products and will make operators available for instruction in use and care of the Serviced Products. Unless otherwise agreed upon by Ricoh in writing or designated in the Order, all supplies for use with the Serviced Products will be provided by Customer and will be available "on site" for servicing. Customer agrees that (i) any equipment not serviced by Ricoh which utilizes identical supplies to the Serviced Products must be covered under a separate inclusive non-Ricoh service program; (ii) any Serviced Products under one Ricoh Service Level may not utilize any supplies provided to other Serviced Products with a different Ricoh Service Level (i.e., no sharing of supplies across different Ricoh Service Levels); (iii) all supplies that Ricoh provides as part of the Services are only for use with the Serviced Products and Customer may not resell any supplies; (iv) upon expiration or termination of the applicable Services or change to a service program that does not include supplies, Customer must promptly return to Ricoh all unused supplies provided as part of the Services, otherwise Customer will be billed for and will pay for all such unreturned supplies; and (v) if Customer is participating in Ricoh's trained customer replaceable units program ("TCRU Program"), then Customer must follow the return requirements of the TCRU Program and, if Customer does not return any units in accordance with the terms of the TCRU Program, then, in addition to any other amounts owed, Customer will pay for the unreturned units. In addition, Customer agrees to use Ricoh's remote, self-service support tools (which are available at www.My.Ricoh-USA.com, or a successor site, at no additional charge) to resolve common uncomplicated issues quickly and conveniently. If Customer does not use the available self-service support tools, then Ricoh may charge additional fees at the then-prevailing time and materials rates for performing those tasks on Customer's behalf.

8. **Insurance.** Each party certifies that it maintains, through self-insurance or otherwise, reasonable amounts of general liability, auto and personal property insurance, and workers' compensation insurance in the amount required by law, and that such insurance will remain in effect during the Term of the Order. Such insurance shall be primary and non-contributory. Limits provided may not be construed to limit liability. General liability insurance shall include



the other party as an additional insured and contain no exclusions for cross liability between insureds. Upon request, each party agrees to deliver the other party evidence of such insurance coverage. Failure to maintain adequate insurance does not relieve liability under this Agreement.

9. **Indemnification.** Each party ("Indemnifying Party") shall indemnify, defend and hold harmless the other ("Indemnified Party") from all third-party claims incurred by the Indemnified Party arising out of the death or bodily injury of any agent, employee, or business invitee of the Indemnified Party, or the damage, loss, or destruction of any tangible property of the Indemnified Party to the extent proximately caused by the negligent acts or omissions or willful misconduct of the Indemnifying Party, its employees, or agents. Without intending to create any limitation relating to the survival of any other provisions of this Agreement, Ricoh and Customer agree that the terms of this paragraph shall survive the expiration or earlier termination of this Agreement. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply.

Terms applicable to Product sale transactions only:

10. **Order: Delivery and Acceptance.** An Order for Products must identify the Products, the Product delivery location and the applicable Product charges. Ricoh will not be obligated to sell or deliver Products where such information is not provided in the Order. Customer shall be responsible for all installation, transportation and rigging expenses. Customer agrees to confirm delivery of all Products covered by the Order when the same is delivered by signing a delivery and acceptance certificate or written delivery acknowledgement. Payment for accepted purchased Products will be due and payable in accordance with this Agreement and shall not be contingent on installation of software or performance of Professional Services. The Order shall not be cancelable by Customer following acceptance by Ricoh. Ricoh reserves the right to make Product deliveries in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Customer of its obligation to accept remaining installments and remit payments as invoiced by Ricoh. Ricoh reserves the right at any time to revoke any credit extended to Customer because of Customer's failure to pay for any Products when due or for any other credit reason.

11. **Title: Risk of Loss.** Unless otherwise agreed upon by both parties in writing, Products are deemed delivered and title passes to Customer: (i) upon delivery by Ricoh to common carrier; or (ii) in the case of an arranged delivery by a local Ricoh installation vehicle, upon delivery by such vehicle to Customer shipping point. Upon delivery in either case, Customer assumes all risk of theft, loss or damage to the Products, no matter how occasioned.

12. **Returns: Damaged Products.** No Products may be returned without Ricoh's prior written consent. Only consumable goods invoiced within sixty (60) days will be considered for return. On authorized returns, Customer agrees to pay a restocking charge equivalent to thirty percent (30%) of the purchase price. Products returned without written authorization from Ricoh may not be accepted by Ricoh and are the sole responsibility of Customer. All nonsaleable merchandise (that has been opened or partially used) will be deducted from any credit due to Customer. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing and delivered to Ricoh within five (5) days after receipt of Products.

Terms applicable to all transactions:

13. **Warranty.** Ricoh agrees to perform its Services: (a) in a good and workmanlike manner; (b) using reasonable care and skill; and (c) according to the description contained in the Order. Ricoh will re-perform any Services not in compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed, which shall be an exclusive remedy for such non-compliance. Customer acknowledges that Ricoh's performance of Services is dependent upon Customer's timely and effective performance of its responsibilities. For any Products manufactured by Ricoh ("RicoH Equipment"), Ricoh further warrants that, at the time of delivery and for a period of ninety (90) days thereafter the RicoH Equipment will be in good working order and will be free from any defects in material and workmanship. Ricoh's obligations under this warranty are limited solely to the repair or replacement (at Ricoh's option) of parts proven to be defective upon inspection. The foregoing warranty shall not apply if (a) the RicoH Equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (b) the RicoH Equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (c) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the RicoH Equipment, or (d) the RicoH Equipment is relocated to any place where Ricoh services are not available. CUSTOMER ACKNOWLEDGES THAT THE LIMITED WARRANTY CONTAINED HEREIN DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE RICOH EQUIPMENT. In connection with any other Product sale, Ricoh shall transfer to Customer any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse, and Ricoh makes no additional warranty or guaranty with respect to any such third-party Products. Physical or electronic copies of any applicable Product warranty will be delivered by Ricoh to Customer only upon Customer's specific written request. All Ricoh and/or third-party software provided by Ricoh is licensed, not sold, and is subject to the server, seat, quantity and/or other usage restrictions set forth in each applicable license agreement, license terms, or subscription terms relating to such intangible property or associated services (each such license of grant of rights to access or use, a "Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the licensor of the software ("Licensor") and the restrictions set forth in the Order. Ricoh has no right, title or interest in any third-party software (including any open-source software) and Ricoh makes no representations and provides no representations or warranties with respect thereto. Customer is solely responsible for entering into and complying with Software Licenses with the applicable Licensor and acknowledges that its rights and obligations with respect to such software, as well as those of the Licensor, are solely as set forth in such Software Licenses. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN OR IN THE ORDER, RICOH MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR PRODUCTS PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INFRINGEMENT OR THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS. NO WARRANTIES ARE CREATED BY ANY COURSE OF DEALING BETWEEN THE PARTIES, COURSE OF PERFORMANCE, TRADE USAGE OR INDUSTRY CUSTOM. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER OR A THIRD PARTY FOR ANY DAMAGES RESULTING FROM



OR RELATED TO ANY FAILURE OF SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR DELAY OF DELIVERY OF SERVICES UNDER THIS AGREEMENT. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE, AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.

14. **Limitations.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, REVENUE OR PROFIT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE BREACHING PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS HEREIN AND ANY LIABILITY RESULTING FROM THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9 HEREIN, THE AMOUNT OF ANY DIRECT LIABILITY OF A PARTY TO THE OTHER OR ANY THIRD-PARTY, FOR ONE OR MORE CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO RICOH FOR THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT DURING THE SIX-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE NON-BREACHING PARTY'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

15. **Payment; Taxes.** Payment terms are net ten (10) days. If invoices are unpaid and overdue, Customer agrees to pay Ricoh a late charge of one and one-half percent (1.5%) per month on any unpaid amounts or the maximum allowed by law, whichever is less, and in addition shall pay Ricoh all costs and expenses of collection, or in the enforcement of Ricoh's rights hereunder, including, but not limited to, reasonable internal and external legal costs, whether or not suit is brought. Ricoh has no obligation to use Customer's invoicing or billing portals, processes, methods or invoicing formats specific to Customer billing requirements. All remedies hereunder or at law are cumulative. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the Products and/or Services covered hereunder, other than income taxes of Ricoh.

16. **Default.** In addition to any other rights or remedies which either party may have under this Agreement or at law or equity, either party shall have the right to cancel the applicable Services specified in the Order immediately: (i) if the other party fails to pay any fees or charges or any other payments required under the Order when due and payable, and such failure continues for a period of ten (10) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Agreement, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach; or (iii) if the other party becomes insolvent, dissolves, or assigns its assets for the benefit of its creditors, or files or has filed against it any bankruptcy or reorganization proceeding. Failure to permit Ricoh to repair or replace the Serviced Products shall constitute a material breach of this Agreement and excuse Ricoh from any and all future performance hereunder. Except as expressly permitted by this Agreement, no refund or credit will be given for any early termination of this Agreement. If Customer defaults in its obligations hereunder, Ricoh may, in addition to any other remedies available at law or equity, require Customer to immediately pay to Ricoh all past due payments under the Agreement, and the Termination Fee.

17. **Non-Solicitation; Independent Contractors.** Customer agrees that during the Term of the Order and for a period of one (1) year after termination or expiration of the Order, it shall not directly or indirectly solicit, hire, or otherwise retain as an employee or independent contractor any employee of Ricoh that is or was involved with or part of the Services. The relationship of the parties is that of independent contractors.

18. **Assignment; Force Majeure.** Customer shall neither assign any right or interest arising under this Agreement nor delegate any obligations hereunder, whether voluntarily or by process of law, without the prior written consent of Ricoh. Any such attempted assignment or delegation shall be void. Ricoh shall not be liable for failure to deliver or delays in delivery of Products or Services occasioned by causes beyond Ricoh's control, including without limitation, natural disasters, extreme weather, floods, transportation suspensions or delays, infrastructure failures, utility outages, demonstrations, pandemics, epidemics, plague, outbreaks of infectious disease, public health crises (including quarantine or other employee restrictions), prohibitions or restrictions on travelling, strikes, lockout, fires, embargoes, war or other outbreak of hostilities, inability to obtain materials or shipping space, receipt of orders in excess of Ricoh's or its supplier's then-scheduled production capacity, machinery breakdowns, delays of carrier or suppliers, governmental acts and regulations (including restrictions on meeting or working in groups), unavailability of Services, personnel or materials or other causes beyond Ricoh's control ("Force Majeure Conditions"). If Force Majeure Conditions arise in a manner that, as determined in Ricoh's reasonable judgement, modify the conditions of Ricoh's performance of one or more Services in a material manner, then Ricoh will use good faith efforts to continue providing the Services; however, in that event, Ricoh may upon thirty (30) days' advance notice to Customer increase the Service Charges and other applicable fees by a reasonable amount related to the Force Majeure Conditions.

19. **Hardware Logs.** Under this Agreement, Customer may order certain hardware Products (or Customer may have independently obtained hardware products outside of this Agreement) that create and store logs concerning its operation that may include information about individual end-users, such as employees' work email addresses, IP addresses of assigned workstations, and other personal information. Ricoh, its corporate parent, and their subsidiaries and affiliates in some cases use device logs to update and upgrade the features of products, authenticate end users, and provide end-user support and other customer service. Additional information about applicable device logging features, including Customer's options for configuring those features, appears in the applicable product documentation, copies of which are available to Customer at no additional charge for Ricoh Products. Except as Customer otherwise instructs Ricoh in writing, Customer: (a) authorizes Ricoh to install and configure the Products ordered under this Agreement using its default device log settings; and (b) instructs Ricoh to process the personal information included in device logs, if any, subject to: (i) Ricoh's confidentiality and privacy obligations to Customer (if any); (ii) solely to perform under this Agreement; and (iii) in accordance with applicable law for the purposes stated above and for no other purpose.



20. **Electronic Signatures.** Each party agrees that electronic signatures of the parties on this Agreement will have the same force and effect as manual signatures.

21. **Governing Law; Entire Agreement.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Delaware without regard to its conflict of laws principles. The parties hereto also agree to submit to the non-exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania to resolve any action under this Agreement. The Uniform Computer Information Transactions Act shall not apply to this Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained in this Agreement, supersedes all proposals, oral and written, and all other communications between the parties relating to the Products and Services and may not be amended except in writing and signed by an officer or authorized representative of both parties. Customer agrees and acknowledges that it has not relied on any representation, warranty or provision not explicitly contained in this Agreement, whether in writing, electronically communicated or in oral form. Any and all representations, promises, warranties, or statements by any Ricoh agent, employee or representative, including but not limited to, statements or representations made in sales presentations or sales proposals that differ in any way from the terms of this Agreement shall be given no force or effect. In the event of any conflict or inconsistency between the terms and conditions set forth in these Terms and Conditions for Order Agreement and those contained in the Order, the terms and conditions of the Order shall control; provided, however, purchase orders issued to Ricoh for Products and/or Services, even if they do not expressly reference or incorporate this Agreement, shall: (i) be subject to this Agreement; (ii) serve only to identify the Products and/or Services (along with pricing and quantities) ordered; and (iii) not be deemed to alter or otherwise modify the terms and conditions of this Agreement. The delay or failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. Ricoh may accept the Order under this Agreement by either its signature or by commencing performance (e.g., Product delivery, initiating Services, etc.). Ricoh may accept or reject any order in the exercise of its discretion and may rely upon each order submitted by Customer as a binding commitment. No local, general or trade custom or usage or course of prior dealings between the parties shall be relevant to supplement or explain any term used herein. Ricoh shall comply with all laws directly applicable to its performance under this Agreement in delivering Products and Services. This Agreement may be executed in one or more counterparts which, taken together, shall constitute one and the same original document. Any notices required under this Agreement should be sent to: Ricoh USA, Inc., 3920 Arkwright Road, Macon, GA 31210.

Initials



Certificate Of Completion

Envelope Id: C5E428738717430FB44FFD0D672195EC
Subject: Ricoh Docs for CITY OF MOUNTAIN BROOK to Review & Sign (Quote 30333377)
Source Envelope:
Document Pages: 7 Signatures: 0
Certificate Pages: 3 Initials: 0
AutoNav: Enabled
Envelope Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Sent

Envelope Originator:
RicoH DocuSign
PO Box 6117
Macon, GA 31208
RicoHDocuSign@RicoH-usa.com
IP Address: 52.2.226.144

Record Tracking

Status: Original
10/6/2022 6:16:10 AM
Holder: RicoH DocuSign
RicoHDocuSign@RicoH-usa.com

Location: DocuSign

Signer Events

Tim Jordan
tim.jordan@ricoh-usa.com
Security Level: Email, Account Authentication
(None)

Signature

Timestamp

Sent: 10/6/2022 6:16:12 AM

Electronic Record and Signature Disclosure:
Accepted: 4/13/2022 9:44:02 AM
ID: 0c73eb8e-893d-4eb1-bf4b-1b2803e3957b

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Jordan Tim N
tim.jordan@ricoh-usa.com
Security Level: Email, Account Authentication
(None)

Status

COPIED

Timestamp

Sent: 10/6/2022 6:16:12 AM
Viewed: 10/6/2022 6:16:26 AM

Electronic Record and Signature Disclosure:
Accepted: 4/13/2022 9:44:02 AM
ID: 0c73eb8e-893d-4eb1-bf4b-1b2803e3957b

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Envelope Sent Hashed/Encrypted

Status

Timestamps

10/6/2022 6:16:12 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, RICOH USA Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact RICOH USA Inc.

Please contact your Ricoh Sales Executive directly for any questions or to change your preferred contact method.

To withdraw your consent with RICOH USA Inc.

To inform us that you no longer want to receive future notices and disclosures in electronic format you may decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify RICOH USA Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by RICOH USA Inc. during the course of my relationship with you.

Statement of Work

DocuWare On-Premise Upgrade/Migration

Created for:

CITY OF MOUNTAIN BROOK

October 5, 2022

SOW Design Record #

DR29113731

Proprietary & Confidential Information

The enclosed materials are proprietary to RICOH USA, INC. ("Ricoh"), and Ricoh reserves all right, title, and interest in and to such materials. The terms, conditions, and information set forth herein are confidential to Ricoh and may not be disclosed in any manner to any person other than the addressee, together with its officers, employees, and agents who are directly responsible for evaluating the contents of these materials for the limited purpose intended. These materials may not be used in any manner other than for such limited purpose. Any unauthorized disclosure, use, reproduction, or transmission is expressly prohibited without the prior written consent of Ricoh.

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Introduction

RICOH USA, INC. ("Ricoh") has prepared the following Statement of Work("SOW") to detail services for the DocuWare Upgrade project (the "Project") at CITY OF MOUNTAIN BROOK ("Customer").

This SOW outlines the Project scope and costs. The costs outlined in this SOW are based on Ricoh's experience and preliminary information received from Customer. The information in this SOW supersedes all previous estimates or verbal discussions on the Project. If there are any desired deliverables not listed in this SOW, Ricoh will manage those requests via our [Change Control](#) ("CO") process (which may be billable).

Additionally, the following Statement of Work includes a Block of Services Time to provide the Customer with the ability to leverage hourly-based Professional Services at competitive rates. This Statement of Work delivers resources on a time-and-materials basis over a 12-month period beginning the first day of purchase.

Project Objective

Customer is currently running DocuWare Professional Server Build 6.11 and would like to upgrade their DocuWare Professional Server to the current Version 7.6 and MSSQL. The current DocuWare server content will be migrated to a new DocuWare On-Premise Infrastructure.

Customer has the following modules: DocuWare Professional with 15 Concurrent Client Licenses, Upload Service, Barcode and Forms, DocuWare Import, Connect to Mail, Smart Connect, Task Manager, and Workflow. Customer has 23 Search & Store Dialogs with 1 File Cabinet utilizing the DocuWare Built-In database platform.

The Customer has 1 File cabinets, 23 Search & Store Dialogs, 3 x Workflows Configuration that will be rebuilt and synchronized to the DocuWare On-Premise Infrastructure.

Project Scope

Services Included in the Project Scope

Upon receipt of authorization to proceed, the following functions and deliverables will be fulfilled within the scope of the Project. See below under "Services Detail" for a complete description of these tasks.

1. Design
2. Implementation

Customer Location

The following Customer location is included in the scope of this Project.

56 CHURCH ST
BIRMINGHAM, AL 35213

Services Detail / Project Scope

The following are the services and tasks that Ricoh will perform to fulfill the defined deliverables in this SOW (the "Services"). Ricoh shall provide the Services on a remote basis.

1. Design

Ricoh and Customer Project team members will jointly gather, develop, and finalize the technical requirements for the Project including the validation of the preliminary requirements and configurations defined in this SOW. These requirements will be translated into a technical design document ("TDD"). If any changes to the Project scope are identified during this phase, Ricoh will address via the [Change Control](#) process.

Deliverable: Technical Design Document for Customer review and approval

2. Implementation

In this phase, Ricoh will install, configure, and test the solution as defined in the TDD and approved by Customer, as follows:

The current DocuWare V 6.11 environment will be reviewed for potential breaking changes before migration to Version 7.6. Version 7.6 licensing will be acquired from DocuWare for deployment on the existing server.

Install DocuWare server components

Install, license and configure DocuWare Professional in accordance to the implementation plan created during the Discovery/Design Phase. As recommended by DocuWare, the migration process will involve three (e) intermediary version upgrade (6.12, 7.1) prior to the final version being installed.

Implementation will include installation on the new DocuWare production server running the FrontEnd, BackEnd and Full-Text Services. Additional modules upgraded will be:

- DocuWare Import
- DocuWare Barcode & Forms
- Connect to Mail
- DocuWare Smart Connect
- DocuWare Task Manager

- DocuWare Workflow

Phase 1: In-Place Upgrade DocuWare Production Environment

Software Installation Services:

- Run Pre-Flight tests (if applicable)
- Upgrade DocuWare Application Server
 - o Validate the stability of the existing server
 - o Upgrade DocuWare from 6.7 to 7.6 on the current Windows 2012 R2 DocuWare server
 - 6.11 to 6.12
 - 6.12 to 7.1
 - 7.1 to 7.6
 - o Apply latest hot fixes that may be available
 - o Test DocuWare search functionality from server with each upgrade/hotfix
 - o Test DocuWare Web client functionality from server with each upgrade/hotfix
- Install upgraded Desktop apps on one PC
 - o Client IT will be responsible for installing Desktop apps on any additional PC's including any PC's running DocuWare Import jobs

Internal System Integration Testing:

- Perform integration review of File Connections, Upload Service profiles, Barcode & Forms profiles and Workflows.
 - o 1 File Cabinet
 - o 23 Search & Retrieve Dialogs
 - o 45 Users
 - o 3 Public Stamps
 - o No Personal Stamps
 - o 25 Select Lists
 - o 16 Document Trays
 - o 1 DocuWare Import Jobs
 - o 2 Barcode and Forms profiles
 - o 2 SmartConnect (image-enable a MS Access-based accounting system)
 - o 3 DocuWare Workflows (PO Requisitions, Invoice Approvals, and PO Approvals)

Admin Training

- One – one-hour Session – Train the trainer session showing client IT admin new functionality of DocuWare 7.6 in the Production Environment

User Training

- One– One-hour end-user session – Train the trainer sessions showing client end users new functionality of DocuWare 7.6 in the Production Environment

UAT Support – Production Environment upgrade from 6.11 to 7.6

Ricoh will provide support for up to seven (7) hours of support to assist one (1) Customer DocuWare Admins with troubleshooting issues that come up during the UAT phase.

- Admin listed above will assign an end user to test the DocuWare system within each File Cabinet. Testing will include the following:
 - o Importing Documents
 - o Indexing Documents
 - o Searching Documents
 - o Module Testing
 - DocuWare Printer
- End Users will report issues directly to the admin listed above. If the Customer Admin can't resolve the issue, they will reach out to Ricoh to help assist with resolving the issue
- Customer will complete the UAT phase within 3 business days
- If additional Ricoh UAT support is needed a Change Order will be required

Phase 2: Migrate to new DocuWare MS SQL Infrastructure

Software Installation Services:

- Run Pre-Flight tests (if applicable) on new Windows 2022 Server
- Install DocuWare v7.6 Application Server
- Assist Customer with creating the DocuWare Database within the MS SQL Instance.

Ricoh Professional Services:

- Export & Import the 23 File Cabinet Search & Store Dialogs
- Recreate 15 Named User Accounts (SSO utilizing MS Active Directory Services)
- Recreate the 3 Public Stamps
- No Personal Stamps
- Export & Import the 25 Select Lists
- Recreate the sixteen (16) Document Trays
- Recreate the one (1) DocuWare Import Jobs
- Export & Import two (2) Barcode and Forms profiles
- Export & Import two (2) SmartConnect (image-enable a MS Access-based accounting system)
- Export & Re-create three (3) DocuWare Workflows (PO Requisitions, Invoice Approvals, and PO Approvals)
- Create 23 File Cabinet Synchronization Tasks
- Perform integration review of File Connections, Upload Service profiles, Barcode & Forms profiles and Workflows.

Upgrade DocuWare Desktop components on one PC

- Re-Connect Desktop apps on one PC
 - o Client IT will be responsible for installing Desktop apps on any additional PC's including any PC's running DocuWare Import jobs

UAT Support – Migration to new DocuWare Infrastructure

Ricoh will provide support for up to seven (7) hours of support to assist one (1) Customer DocuWare Admins with troubleshooting issues that come up during the UAT phase.

- Admin listed above will assign an end user to test the DocuWare system within each File Cabinet. Testing will include the following:
 - o Importing Documents
 - o Indexing Documents
 - o Searching Documents
 - o Module Testing
 - DocuWare Printer
- End Users will report issues directly to the admin listed above. If the Customer Admin can't resolve the issue, they will reach out to Ricoh to help assist with resolving the issue
- Customer will complete the UAT phase within 3 business days
- If additional Ricoh UAT support is needed a Change Order will be required

Training and Documentation

In this phase, Ricoh will provide the following materials and training for Customer. This training will be provided to the users that will be participating in the UAT Phase to enable the Customer resources to complete the UAT. These individuals will be the users that will conduct the "Train the Trainer" sessions for all remaining users.

Admin Training

One – one-hour session – Train the trainer session with client admin on Version 7 changes.

User Training

One – one-hour sessions – Train the trainer sessions with client end users on Version 7 changes.

Deliverable(s): Completed delivery of UAT "Train the Trainer" and administrative user training sessions Provision of Project-specific documentation.

Additional training by Ricoh may be requested through the [Change Control](#) process.

User Acceptance Testing

The primary purpose of UAT is for Customer to test the Project from a functional standpoint, prior to company-wide production rollout, in order to verify that all the features documented are working as specified in the UAT test plan defined in the TDD. As a standard, UAT consists of testing the installed application with a subset of no more than 5 users for a period of up to 3 business days.

UAT support for any new functionality or desired enhancements outside of the TDD will be handled with the established [Change Control](#) process.

Prior to production rollout, Ricoh will request signoff of the UAT phase of the project per the mutually approved Project plan/timeline.

Deliverable(s): Acknowledgement of a working system per the UAT test plan, and any subsequent change orders ("CO") via Customer signoff of completion of UAT testing.

Client Support Desk (Engagement Process)

To obtain service under a Block of Time SOW, Customer will contact the Implementation Resource Manager for assignment any time from 8 am to 8 pm EST, Monday through Friday.

Acceptance Criteria

At the end of each service delivery, either a Professional Services Service Order or a Solutions Delivery and Acceptance (SD&A) form (if services are rendered under a Statement of Work) will be delivered to the Customer with the service description and the amount of time defined. Customer will sign this form to acknowledge and accept service delivery.

Customer Roles and Responsibilities

Any successful Project is a cooperative effort. With that in mind, the following section provides information on the roles and responsibilities expected of the Customer's Project team. Please note that a single individual may execute the roles and responsibilities listed below. Each role does not necessarily mean that a separate Customer resource is required.

Project Sponsor

Customer will provide a designated Project sponsor who will have policymaking and budgetary authority for the Project and will be responsible for the success of the Project (including participation/delegation of status calls and/or review of status reports).

Project Lead

Customer will provide a designated Project lead who will:

- Support the development of the TDD
- Assist with the success and development of the overall Project plan/timeline and/or implementation schedule.
- Assist with the [Change Control](#) process for those tasks that are outside the scope of the Services and the TDD, including obtaining authorized signatures for COs.
- Coordination of Customer authorized signoff of each phase and milestone if required before commencement of another phase or milestone.
- Provide a list of key resources with their contact information for areas affected by the Project to the Ricoh Project lead prior to the Project kickoff.

End User Representative

Customer will designate an end user representative who will:

- Possess a solid understanding of the business processes as well as the overall project objectives.
- Be available throughout the Project Scope Phases of the project.
- Be available to answer questions or provide input during the project.

System Administrator / Technical Support

Customer will designate a representative(s) who will:

- Provide Ricoh a system administrator during implementation.
- Provide Ricoh with local area network ("LAN") access and participate in the personal computer ("PC") workstation software configuration.
- Provide Ricoh with system access and participate in the software installation.
- Be the focal point for the day-to-day administration of the application.
- Work with the Ricoh Project team during the system integration test and UAT as necessary.
- Be available for training and application support as specified in the Project schedule/plan.
- Provide ongoing technical support for the various software components.
- Ensure the network is in proper working order in a stable environment.
- Execute appropriate backups of the development, test, and production environments, if applicable.
- Ensure appropriate virus protection is enabled throughout the Project.
- Ensure accuracy of data/information supplied to Ricoh.

- Timely meet any deadlines for actions or decisions, including the review and acceptance of all deliverables.
- Provide any and all training not listed in this SOW to the end users.
- If this SOW is dependent upon the availability of certain hardware, software, data, or documentation, cause those items to be available, installed, configured and operational in advance of commencement of the Services.

Completion Criteria

When the Services or Project detailed in this SOW have been completed and demonstrated through satisfactory UAT or otherwise, the Project will be considered complete and Ricoh will provide to Customer a solutions delivery and acknowledgement, or similar form or document (each a "Completion Notice"). Despite the previous sentence, Ricoh will have fulfilled its obligations under this SOW when any one of the following first occurs:

- Ricoh completes the Services or Project described in this SOW and provides a Completion Notice.
- This SOW is terminated in accordance with Terms and Conditions applicable to this SOW. In this case, Ricoh will invoice Customer for actual hours worked and expenses incurred up to the date of termination. Hardware and software purchases are governed by their own separate agreements and are not included in this definition.

No later than 5 business days after Customer's receipt of the Completion Notice, Customer shall: (i) accept the Services or Project by signing the Completion Notice (or so inform Ricoh in other writing, including email); or (ii) if the Project or Services contains material defects or fails to conform to the specifications, reject the Project or Services, in which event, Customer shall provide to Ricoh a reasonably detailed written statement outlining the basis for its rejection. Customer's failure to respond within the 5 business day period shall be deemed acceptance of the Services and/or Project.

In the event of rejection by Customer and written notice in accordance with the procedure above, Ricoh shall promptly correct the defect set forth in the written statement and redeliver the Project or Services within a reasonable period of time. Customer shall, as soon as reasonably practicable after such redelivery (but in no event later than 5 business days thereafter), accept or reject the redelivery in accordance with the procedure set forth above, which procedure shall be repeated until the Project or Services are accepted in accordance with this section.

Change Control

Changes to the scope of the Project or Services shall be made only in a written CO signed by both parties. Ricoh shall have no obligation to commence work in connection with any change until the fee and/or schedule impact of the change and all other applicable terms are agreed upon by both parties in writing. The following is the process to follow if changes to components within the scope of this SOW are required.

- A CO will be the vehicle for communicating change. The CO must describe the change, the reason for the change, and the effect the change will have on the Project or Services.
- The designated Project lead of the requesting party will review the proposed change and determine whether to submit the request to the other party.
- Both the Ricoh and the Customer Project leads will review the proposed change and approve it for further investigation. Ricoh will specify if there will be any charges for such investigation, which may be incorporated into the CO. The investigation will determine the effect that the implementation of the CO charge will have on price, schedule, and other terms and conditions of this SOW.
- A written CO must be signed by both parties to authorize the implementation of the changes.

Block of Time Services Scope

Services Included

Time applied toward the block hours includes: all telephone and email conversations, preparation time, and any agreed upon documentation to perform and support the following support services:

- Reinstallation of Software
- Document Management System consulting
- Assist with configuration or customization of Ricoh supplied products
- Technical Support (WPTZ30/PS-SUPTECH)
- Training (WPVZ00/PS-TRAINING)

Services Excluded

This project does not cover the following functions or deliverables:

- Resources that must travel outside of their home area
- Formal Project Development or Implementation (Statement of Work) required
- Work performed outside of standard working hours (Monday thru Friday 8:00am - 6:00 pm)

Project Assumptions

All services will be delivered remotely by Ricoh's technical resources unless otherwise noted in this SOW. If in the course of delivering the Services, Ricoh determines that onsite installation or delivery is required additional charges will apply. In addition, if services are delayed or additional hours are incurred due to Customer IT availability, additional charges may apply as determined by the Change Control Process.

- All services will be delivered remotely by Ricoh's technical resources unless otherwise noted in this SOW. If in the course of delivering the Services, Ricoh determines that onsite installation or delivery is required additional charges will apply.
- All discussions of Project duration are dependent upon a timely reception of requisite purchase orders ("POs") and other Customer-generated paperwork necessary to launch the Project or move forward to the next phase.
- Ricoh will start work once this SOW has been signed and a purchasing agreement received.
- Services provided by Ricoh or its subcontractors will be provided during normal business hours (8:00 am to 5:00 pm) Monday through Friday excluding Ricoh recognized holidays. Required Services provided outside of these hours have not been included in the costs.
- Maintenance and support are current for DocuWare.
- The DocuWare system is in a stable state with no active support issues.
- The customer will be responsible for configuration of all software outside of DocuWare.
- DocuWare On-Premise Single Sign On(SSO) requires MS Active Directory
- Ricoh in conjunction with the Customer will monitor the DocuWare On-Premise to DocuWare New On-Premise Synch Process.
- A complete DocuWare production Server and Database backup will be performed by customer prior to project commencement.

Deployment Retainer Professional Services Fees

The level of effort to install this Project as outlined in this SOW will be delivered via a deployment retainer. The number of hours included to deploy this Project listed in the retainer amount below is based on Ricoh's experience and the scope detailed in this SOW. If the scope changes or the effort to deploy the Project is greater than the estimate, Ricoh will address via our Change Control process (that may be billable at Ricoh's standard hourly rate.)

Deliverable Description	Installation Deployment Retainer
Retainer Amount (Phase 1)	49hrs @ \$201.61
Retainer Amount (Phase 2)	83hrs @ \$201.61

In consideration of the Services, Customer shall pay Ricoh the Fees in the amounts and at the rates set forth as follows:

The total fees for the DocuWare Upgrade Project shall be (\$26,612.52) ("Fees"), not including hardware, software, sales tax, or hardware/software technical support. The purchase or lease of any hardware or software is independent from this SOW and therefore not contingent on Customer's acceptance of the Services performed.

Payment Schedule

Deployment hours will be pre-paid. Ricoh will invoice Customer for all Fees for the Project upon execution of this SOW, and Customer will pay the invoice in full within 30 days.

If the invoice is not paid in full on time, then Customer agrees to pay to Ricoh a late charge of 1.5% per month on any unpaid amounts (or the maximum allowed by law, whichever is less) and shall also pay to Ricoh all costs and expenses of collection or the enforcement of Ricoh's rights under this section (including, but not limited to, reasonable internal and external legal costs), whether or not suit is brought. Ricoh has no obligation to use Customer's invoicing or billing portals, processes, methods, or invoicing formats specific to Customer billing requirements. All remedies hereunder or at law or in equity are cumulative. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession, or ownership of the products and/or services covered under this SOW (other than income taxes of Ricoh).

Retainer Notes

- All hours must be used within (6 months) of execution date of this SOW.
- All hours are for standard working hours only (Monday through Friday 8:00 am through 5:00 pm local time). Off hours, weekend, holiday, etc. are not included.
- Once the hours have been depleted, additional time can be purchased at Ricoh's contracted retainer rate.

Budget Notes

- All costs are exclusive of applicable taxes.
- This cost is valid for a period of 30 days from the cover date; after this date it may be revised.

Block of Time Price

The total services price for this block of time engagement shall be (\$4,320.00) and does not include any hardware, software, or sales tax. The purchase or lease of any hardware or software is independent from this Statement of Work and therefore not contingent on Customer's acceptance of these services performed.

Customer Name:	City of Mountain Brook
Project Name:	Professional Service Support Block of Time
Deliverable Description:	Support – Block of Time
Block Size:	20
Standard Price/hr:	\$220.00
Discount Price/hr	\$216.00
Total Services:	\$4,320.00

NOTES:

- All Services must be prepaid with Statement of Work signing and execution.
- All hours must be used within one (1) year of execution date of this contract.
- Services must be scheduled 48 hours in advance.
- Professional Services support will be charged at 15-minute increments.
- This estimate does not include taxes or miscellaneous expenses.

Payment Schedule

Block hours will be pre-paid. Services amount described above will be payable upon execution of this Statement of Work.

Terms & Conditions:

The performance of the Services described in this SOW by Ricoh for Customer is subject to and governed solely by the following terms and conditions:

1. **Term.** This SOW is effective as of the date that it is executed by both Customer and Ricoh and it will continue in effect for the shorter of the period necessary to complete the Services or 1 year (unless terminated earlier as specified in the following Section) (the "Term").
2. **Termination.** Either party may terminate this SOW for cause if the other party materially breaches the SOW, unless the breach is cured no later than 30 days after the breaching party's receipt of written notice of the breach. Either party may terminate this SOW immediately for cause upon the commencement of any voluntary or involuntary bankruptcy or insolvency proceeding by or against either party. Ricoh may terminate this SOW, for convenience without cause, upon 60 days prior written notice to Customer. In addition to its other legal remedies, Ricoh may suspend the performance of the Services, stop delivery of products and/or terminate this SOW for any non-payment on Customer's accounts that continues for more than 30 days following the due date. If this SOW is terminated by Customer without cause or terminated by Ricoh for cause, then Customer agrees to pay Ricoh the Fees, materials and reimbursable expenses for all non-defective Services that Ricoh provides through the date of termination. If a SOW is terminated by Ricoh without cause or terminated by Customer for cause, then, with respect to Services for which Customer has prepaid and which Ricoh has not yet fully provided to Customer, Ricoh will provide Customer with a prorated refund. The obligations of the parties under this SOW that by their nature would continue beyond expiration or termination of this SOW will survive any such expiration or termination.
3. **On-Site Safety.** While on Customer's site, Ricoh's personnel will comply with Customer's reasonable site safety and security policies, provided that Customer first provides those policies to Ricoh in writing in advance, they do not conflict with this SOW, and do not impose any additional financial or legal burden on Ricoh.
4. **Insurance.** Each party certifies that it maintains reasonable amounts of general liability, auto and personal property insurance, and workers' compensation insurance in the amount required by law, and that such insurance will remain in effect during the Term. Upon request, each party agrees to deliver the other evidence of such insurance coverage.
5. **Limited Warranty and Disclaimers.** Ricoh warrants that the Services will be performed: (i) in a good and workmanlike manner, (ii) using reasonable care and skill, and (iii) according to the description contained in this SOW. Ricoh will re-perform any Services not in compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than 30 days after such Services are performed, which will be the exclusive remedy for such non-compliance. Customer acknowledges that Ricoh's performance of Services is dependent upon Customer's timely and effective performance of its responsibilities set forth in this SOW. Except for the limited warranty provided above in this Section, (a) the services, work, and any deliverables or other goods are provided "as is", and (b) Ricoh makes no warranties of any kind (express or implied) with respect to any services, work, and any deliverables or other goods provided under this SOW, including (without limitation) any implied warranty of merchantability, fitness for a particular purpose, or non-infringement. No warranties are created by any course of dealing between the parties, course of performances, trade usage, or industry custom.
6. **Limits of Liability.** In no event will either party be liable for consequential, incidental, punitive, or indirect damages, including any damages for business interruption, loss of use, revenue, or profit, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, regardless of whether such damages were foreseeable and whether or not the breaching party was advised of the possibility of such damages. In no event will (1) Ricoh's liability arising out of or related to this SOW, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed, in the aggregate, the Fees that Ricoh received from Customer under this SOW, and (2) Ricoh be liable to Customer or a third party for any damages arising out of or related to any failure of software, including (but not limited to) loss of data or delay of delivery of services under this SOW. Ricoh assumes no obligation to provide or install any anti-virus or similar software, and the scope of services contemplated under this SOW does not include such services.
7. **IP Rights.** Intellectual property rights, including the design, development and delivery of all inventions, business methods, processes, concepts, designs, blueprints, photographs, works of authorship, reports, plans, software (in source and object code format), documentation, databases, data, information and other materials (whether intangible or tangible), prepared or created by Ricoh related in the course of the Services will, upon creation, become Ricoh's property ("RicoH IP") and Ricoh will retain all ownership rights in RicoH IP; however, that RicoH IP does not include, and RicoH will not acquire ownership of data, materials or content provided by Customer. Nothing contained in this SOW will be construed to transfer, convey, restrict, impair or deprive Ricoh of any of its ownership or proprietary interest or rights in technology, information or products that existed prior to the provision of deliverables under this SOW or that may be independently developed by Ricoh outside the scope of this SOW. Customer will not use any Services or deliverables for any unlawful purpose. Subject to payment of all relevant Fees and charges, Ricoh hereby grants Customer a worldwide, perpetual, nonexclusive, non-transferable, royalty-free (other than payments identified in this SOW) license solely for its internal business purposes, and may use, display, and distribute (within Customer's organization only) the RicoH IP, except as otherwise limited under this SOW. For clarity, this SOW and the foregoing license relates to the Services only, and software programs (whether on-site or hosted) will not be deemed to be deliverables or "Services." All licensing of Ricoh and/or third-party software is as provided in the next Section.

8. Software. All Ricoh and/or third-party software provided by Ricoh is licensed, not sold, and is subject to both the server, seat, quantity, and other usage restrictions set forth in any applicable license agreement, license terms, or subscription terms ("Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the licensor of the software ("Licensor"). Ricoh has no right, title or interest in any third-party software and Ricoh makes no representations and provides no warranties with respect thereto. Customer is solely responsible for entering into Software Licenses with the applicable Licensor and acknowledges that its rights and obligations with respect to such software, as well as those of the Licensor, are solely as set forth in such Software Licenses.
9. Confidentiality. "Confidential Information" means information in any form which may be disclosed in the performance of this SOW and which: (a) is identified as confidential; or (b) should reasonably be understood by the receiving party to be confidential and proprietary (including information relating to the Services, data used or generated in the provision of the Services, or any of a party's products, operations, processes, plans or intentions, know-how, trade secrets, market opportunities or business affairs). But, "Confidential Information" will not include information which: (i) at the time of disclosure is in the public domain; (ii) after disclosure becomes part of the public domain through no fault of the receiving party; (iii) is required to be disclosed pursuant to applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction; or (iv) can be established to have been independently developed and so documented by the receiving party or obtained by the receiving party from any person not in breach of any confidential obligations to the disclosing party. Neither party may divulge, and each party must ensure that its employees and subcontractors do not divulge, to any third-party, any Confidential Information of the other party without the other party's prior written consent, except to authorized representatives of Customer or to employees or subcontractors of Ricoh who have a need to access such Confidential Information to perform the Services. Customer acknowledges and agrees that it will not provide any sensitive information, personal data or information that is otherwise regulated by applicable law, rule, statute, regulation or guidance document without first notifying Ricoh in writing, so the parties may, if required, enter into additional terms and conditions related to such information. Ricoh may use general statistics relating to this engagement so long as it does not disclose the identity of Customer or make any reference to any information from which the identity of Customer may be reasonably ascertained. Notwithstanding anything in this SOW to the contrary, Customer is responsible for ensuring its own compliance with any and all applicable legal, regulatory, business, industry, security, compliance and storage requirements relating to data retention, protection, destruction and/or access. It is Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect Customer's business or data retention, and any actions required to comply with such laws.
10. Compliance. Customer will indemnify, defend and hold harmless Ricoh and its representatives and affiliates from and against any fine, penalty, claim, suit, demand, liability, cause of action, damage or cost (including reasonable attorneys' fees) for any actual or alleged violation of any law or regulation, including, without limitation, claims relating to: (a) shipping of any regulated materials (e.g., hazardous materials) arising from Ricoh's shipping of materials provided by or on behalf of Customer hereunder; (b) Customer's use of personal or other regulated data in conjunction with any one or more Services; and (c) import, export and re-export control (collectively, "Import/Export Laws") arising from Customer's use of the Services and/or any software or web-based solution provided or contemplated under this SOW. Despite any other provision of this SOW, Customer will at all times remain solely responsible for complying with all applicable laws (including shipping laws or regulations and Import/Export Laws) and for obtaining any applicable authorization or license thereunder. Ricoh does not provide legal, accounting, or tax advice or represent or warrant that its services or products will guarantee or ensure compliance with any law, regulation, or other requirement. Customer represents and warrants to Ricoh that it, its employees and agents will not provide Ricoh with any document, technology, software or item for which any authorization or license is required under any Import/Export Law. Without limiting the survival of any other provisions of this SOW, Ricoh and Customer agree that the terms of this Section will survive the expiration or earlier termination of this SOW. Each party will promptly notify the other if there is a threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply.
11. Non-Solicitation. Customer agrees that during the term of the Services and for a period of 1 year after termination thereof, it will not directly or indirectly solicit, hire or otherwise retain as an employee or independent contractor any employee of Ricoh that is or was involved with or part of the Services.
12. General. This SOW is the entire agreement between the parties relating to the subject matter of the SOW and supersedes all prior understandings, writings, proposals, representations or communications (oral or written) of either party. Only a CO in writing executed by authorized representatives of both parties may amend this SOW. Any purchase order or other Customer ordering document will not modify or affect this SOW, nor have any other legal effect. All equipment is purchased or leased by Customer under a separate agreement with independent obligations governed solely by the terms in the separate agreement. Customer may not transfer or assign this SOW without Ricoh's prior written consent. Ricoh will be excused from any delay or failure in performance under this SOW if the delay or failure is caused by any event of force majeure or other factor beyond Ricoh's reasonable control. The parties are independent contractors. This SOW will be interpreted in accordance with the substantive laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of law. Electronic signatures of the parties on this SOW will have the same force and effect as manual signatures. This SOW may be executed in multiple counterparts, each of which will be deemed an original.

[Remainder of Page Intentionally Left Blank]

This SOW shall be effective as of the date of execution by both Ricoh and Customer. Scheduling of resources and Project duration estimates can only be provided after this SOW has been signed by both parties. By signing below, the undersigned represent that they are duly authorized to enter into this SOW on behalf of their respective entities.

CUSTOMER ACCEPTANCE

Authorized Signature	Name and Title	Date

RICOH ACCEPTANCE

Authorized Ricoh Signature	Name and Title	Date

PLEASE PRINT THE NAME AND TITLE OF THE SIGNER IN THE APPROPRIATE SIGNATURE BLOCK.



Steve Boone <boones@mtnbrook.org>

Fwd: Docuware proposal[EXTERNAL]

1 message

Steve O'Dell <odells@mtnbrook.org>
To: Steve Boone <boones@mtnbrook.org>

Wed, Oct 5, 2022 at 4:27 PM

See below

Sent from my iPhone

Begin forwarded message:

From: Tim Jordan <Tim.Jordan@ricoh-usa.com>
Date: October 5, 2022 at 3:53:10 PM CDT
To: Steve O'Dell <odells@mtnbrook.org>
Subject: RE: Docuware proposal[EXTERNAL]

Hi Steve,

Attached you will find the updated Statement of Work (SOW) I believe addresses all of the noted items.

Following are questions, comments or concerns about the proposal:

1. PDF pg 12-Can we change use of hours from 3 months to 6 months? **DONE**
2. PDF pg 12-Wording about honoring the proposed costs is confusing. Confirm that once the SOW is executed, the rates cannot be increased? Are the quoted rates in the SOW still good? **YES**
3. PDF pg 14-Terms and Conditions #2, can we increase the 10 days to 30 days?
DONE

From: Tim Jordan <Tim.Jordan@ricoh-usa.com>
Sent: Friday, September 30, 2022 2:43 PM
To: Steve O'Dell <odells@mtnbrook.org>
Subject: RE: Docuware proposal[EXTERNAL]

I will have our team take a look. Have a nice weekend.

PS – would you be open to taking a look at our Ransomware protection?

RESOLUTION NO. 2022-159

BE IT RESOLVED by the City Council of the City of Mountain Brook that the City Council hereby accepts the proposal submitted by Sain Associates, in the form as attached hereto as Exhibit A, in the amount of \$49,200 with respect to surveying and engineering services for the sidewalk project on Brookwood Road.

ADOPTED: This 10th day of October, 2022.

Council President

APPROVED: This 10th day of October, 2022.

Mayor

CERTIFICATION

I, Heather Richards, 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 regular meeting held on October 10, 2022, as same appears in the minutes of record of said meeting.

City Clerk



City of
Mountain Brook

Heather Richards <richardsh@mtnbrook.org>

Fwd: Sidewalk on Brookwood Road

1 message

Ronald Vaughn <vaughnr@mtnbrook.org>

Wed, Oct 5, 2022 at 11:01 AM

To: Sam Gaston <gastons@mtnbrook.org>, Steve Boone <boones@mtnbrook.org>, Steven Gay <gayj@mtnbrook.org>, Heather Richards <richardsh@mtnbrook.org>

Cc: "Currie, Nathan" <NCurrie@sain.com>, Alicia Bailey <abailey@sain.com>

Thanks Nathan, everything looks good to me. I have forwarded to Sam and other staff for their review and to place it on the council agenda for Monday October 10th.

Thanks again.

Ronnie Vaughn

Public Works Director

[City of Mountain Brook AL](#)

3579 East Street

Birmingham , Alabama 35243

205.802.3865 Office

205.967.2631 Fax

vaughnr@mtnbrook.org

----- Forwarded message -----

From: **Currie, Nathan** <NCurrie@sain.com>

Date: Mon, Oct 3, 2022 at 5:57 PM

Subject: Sidewalk on Brookwood Road

To: Ronnie Vaughn (vaughnr@mtnbrook.org) <vaughnr@mtnbrook.org>

Cc: Bailey, Alicia <abailey@sain.com>

Ronnie,

I hope you're doing well. Please see attached for our proposal for survey, design, and bidding services for the proposed sidewalk along Brookwood. Thanks for considering this!

Please let us know if you have any questions or need anything else.

Nathan Currie, P.E.

Project Manager / Associate

Sain Associates, Inc.

Two Perimeter Park South

Suite 500 East

Birmingham, Alabama 35243

October 3, 2022



SAIN
ASSOCIATES

Mr. Ronnie Vaughn
City of Mountain Brook

SUBJECT: Sidewalk on Brookwood Road
SA Project #21-0059

Two Perimeter Park South
Suite 500 East
Birmingham, Alabama 35243
Telephone: (205) 940-6420
www.sain.com

Dear Ronnie:

We appreciate the opportunity to submit this proposal for surveying and engineering services. Following is a description of our understanding of your project and the scope of services that we propose to undertake.

General Project Understanding

The City of Mountain Brook will fund the construction of a sidewalk along Brookwood Road from Crosshill Road to approximately 3629 Brookwood Road, for an approximate distance of 1025LF. This sidewalk section is a part of the City's Master Sidewalk Plan and will connect to existing sidewalks at the intersection of Crosshill Road. The sidewalk will terminate at the residential driveway of 3629 Brookwood Road. The City intends to fund the continuation of this sidewalk to tie to the existing sidewalk at the City limits in the future.

The sidewalk design is expected to include:

- 5' wide sidewalk (approximately 1025' in length) on the east side of the road.
- Sidewalk will be installed behind the existing curb and/or gutter. Replacement of existing gutter with new curb and gutter may be needed if an increase in elevation is required for tying grades in the Right of Way.
- New drainage inlets (Type E) and pipes may be needed to drain the new curblin.

The installation of the sidewalk is expected to stay within the Brookwood Road Right of Way. The existing utilities will remain in place, except for possible adjustments to water service lines and meters. Retaining walls and narrowing the pavement are not expected for the installation of the sidewalk, but could become necessary to keep the installations within the Right of Way.

Scope of Services

Topographic Survey

Field locations will be gathered in order to establish Topographic and Right of Way locations on Brookwood Road from Shady Lane to Brookwood Lane in the City of Mountain Brook. Details of the limits are indicated in red on the attached Exhibit A. The limits will extend from the existing sidewalk near Crosshill Road and terminate approximately 10' to the north-east of the driveway at 3629 Brookwood Road and will provide coverage from the west edge of pavement of Brookwood Road to 10' beyond the Right of Way. The Right of Way will be shown, but individual property lines will not be shown.



Contours will be shown at 1-foot intervals and spot elevations will be shown in flat areas. Visible drainage structures will be shown indicating top and invert elevations as well as type and size of pipes. Visible improvements will be shown including buildings, walls, fences, sidewalks, curbs, parking areas, paved areas, and landscaped areas. Please note that in wooded areas tree lines will be shown in place of individual trees. Utility locate request will be made to Alabama 811 to have underground utilities within the project corridor identified and marked. Once or if the underground utilities have been marked, we will gather field locations in order to show the underground utilities on the survey. Please note that utility locators contracted with the Alabama 811 often refuse to mark underground utilities lying outside the limits of public Right-of-Way. In addition, utility locators contracted with Alabama 811 often refuse to mark underground utilities for corridor surveys. If after five days, the underground utilities have not been marked a second and final ticket request will be made. If the underground utilities are not marked within five days of the second ticket request a note will be shown on the survey listing the 811 ticket locate number and the unmarked area that the ticket covers. We will perform research with the Jefferson County Judge of Probate in order to obtain Right-of-Way information throughout the survey corridor. Those documents along with field monumentation will be used to establish the existing Rights-of-Way throughout the survey corridor.

A basic control survey will be performed to locate and identify horizontal and vertical control points which will provide control in the project corridor and will be the basis of subsequent work. In addition, benchmarks will be monumented at intervals not to exceed 1000 feet along the project corridor. This control will be based State Plane Coordinate System (NAD83, Alabama West Zone). Elevations will be based on NAVD88 Datum.

The above survey will be drawn to ALDOT Cad standards (ALCAD) and provided in Microstation V8I format.

Sidewalk Plans

The plans will include the following sheets:

- Cover Sheet with index
- Typical section(s) and detail(s)
- Project Notes and Legend
- Plan and Profile with grading and drainage
- Traffic control notes
- Traffic control details
- Erosion control layout

The project will utilize ALDOT's technical specifications and standard drawings. Sain will prepare an opinion of probable cost for the City's use. The area of disturbance is estimated under 1 acre, therefore a permit from ADEM is not included in this proposal.

Sain has budgeted the attendance of one meeting with the City regarding the project.



Contract Documents, Advertising and Bidding Services

Sain will prepare contract documents necessary for the project. We will utilize the Engineers Joint Contract Documents Committee (EJCDC) or the American Institute of Architects (AIA) standard documents for the front end documents, contract, and general conditions. The ALDOT specifications will be utilized as the technical specifications for the work. Sain will prepare any required special conditions for insertion into the contract documents.

Sain will prepare an advertisement for bids to be advertised in newspapers. Sain will prepare the advertisement and contact the newspapers for publishing. As part of this task, Sain will respond to contractor's requests for information (RFIs) and tabulate and review the bids to then recommend awarding the contract.

The City will handle contract execution, conducting of meetings with the contractor, and construction inspection and oversight.

Exclusions

The following services are excluded from this proposal but can be provided if deemed necessary and requested by you: boundary survey, ALTA/ACSM survey requirements, setting of missing property corners, title review or research, setting metal caps for control, staking, GPR, setting control to ALDOT standards, providing of utility contact information, tract sketches and legal descriptions, utility relocation designs, landscaping and lighting, geotechnical services, securing of funds or grants, coordination with any other agencies other than the City, construction services (layout, staking inspection, or testing), attendance at pre-bid or pre-construction meetings, geotechnical, pavement design, structural.

Fees

We propose to provide the above described services based on the following fee schedule:

Topographic Survey	Lump Sum \$8,500
Sidewalk Plans.....	Lump Sum \$28,200
Contract Documents, Advertising and Bidding Services	Lump Sum \$12,500
Total Estimated Budget.....	\$49,200

Reimbursable expenses such as printing, shipping, plan/permit application fees, mileage, etc. are included in the above fees.

Procedures for Changes in Scope of Work

The scope of work documented herein is based upon information known as of the date of this proposal. Should future changes (e.g. site plan, regulatory, project phasing, additional meetings, etc.) necessitate changes in the scope of work, we will contact you to discuss the scope of the additional work and its impact to our contracted fees and project schedule. No additional work will be undertaken by Sain or our subconsultants without your authorization.



Terms and Conditions

This contract is subject to the enclosed Terms and Conditions. All subsequent services required by you outside the scope of service specified will be performed on a time and materials basis according to the schedule of rates enclosed. Any modification to this contract document must be approved in writing by both parties with approval indicated by each signatory's initials and the date of approval.

Proposal Limitations

We reserve the right to withdraw or modify this proposal if not contracted within 60 days. Sain Associates has provided this proposal with the understanding that you have selected our firm to perform professional services based upon our staff's qualifications, experience and reputation and not solely upon the cost of the services proposed. We trust the fees outlined herein are acceptable and within your project budgetary plans. We look forward to commencement of the work and will be glad to address any questions or concerns you have regarding the technical scope and/or schedule of fees for this proposal. If you should request additional prices for the scope of work included herein from other consulting engineers and/or land surveyors, please consider our proposal withdrawn in order to comply with Alabama Administrative Code Chapter 330-X-14-.05(f).

Schedule

Once we receive the signed contract, Sain can prepare the survey within 4 weeks. Sain will work with the City to prepare a schedule for completion of the sidewalk plans and timeline for construction.

Thank you for the opportunity to provide this proposal. If you have any questions or need clarification on any item, please call me. We look forward to working with you.

Sincerely,

SAIN ASSOCIATES, INC.

Nathan Currie, P.E.
Project Manager/Associate
Alabama Reg. #32400

Enclosures:
Sain Terms & Conditions (sch. 2022)
Exhibit A

OFFERED:
SAIN ASSOCIATES, INC.
BY: Alicia Bailey, Practice Leader/Sr. Principal

Signature of Authorized Representative

Date: 10/3/22

ACCEPTED:
CITY OF MOUNTAIN BROOK

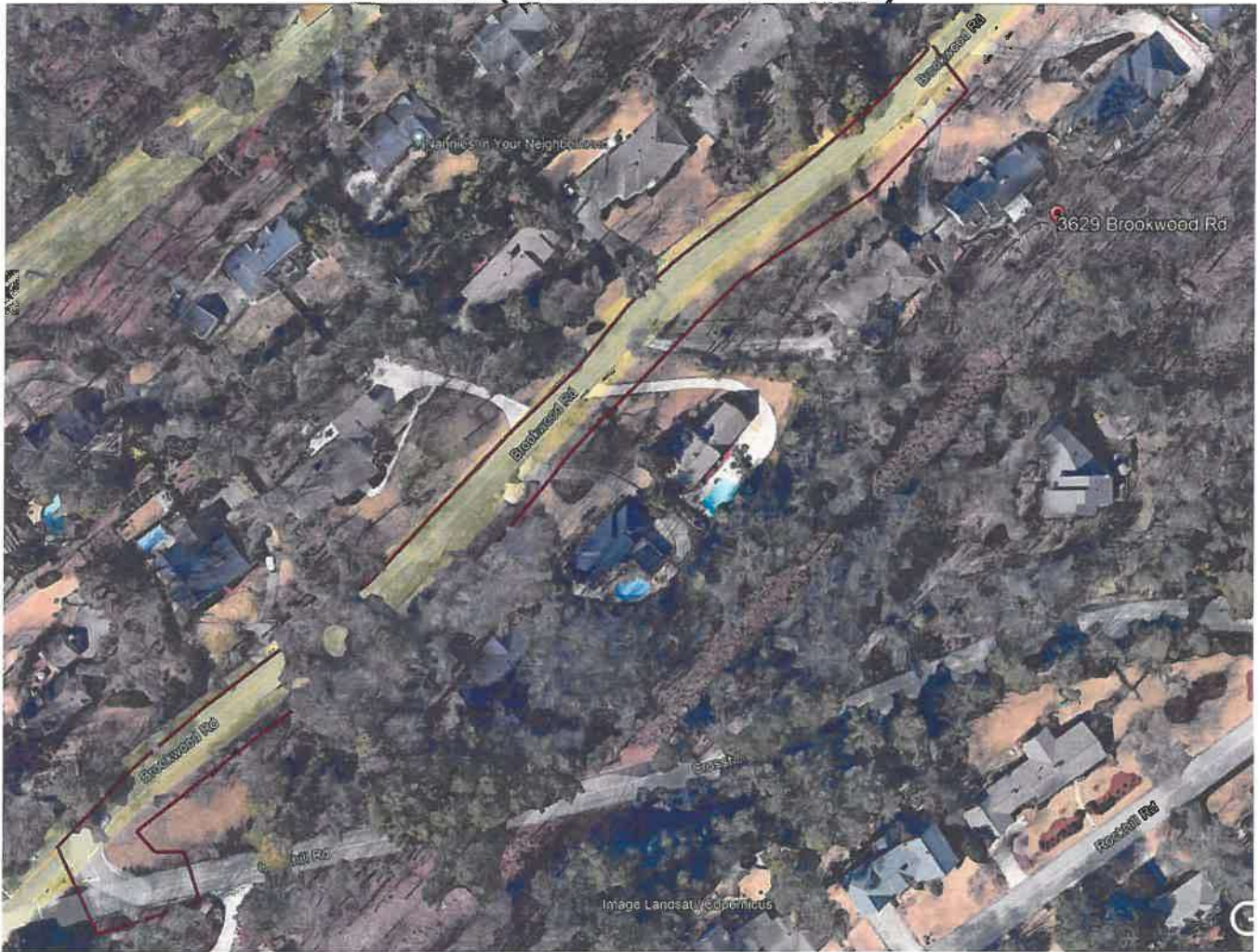
BY: _____
Signature of Authorized Representative

Print Name & Title

Date: _____



EXHIBIT A (TOPOGRAPHIC SURVEY AREA)



SAIN ASSOCIATES, INC.

TERMS AND CONDITIONS

Rates:

Principal	\$190.00 - \$275.00 per Hour
Engineer/Planner	\$98.00 - \$148.00 per Hour
Senior Engineer.....	\$150.00 - \$210.00 per Hour
GIS Professional	\$125.00 - \$135.00 per Hour
Designer.....	\$87.00 - \$125.00 per Hour
Surveyor	\$100.00 - \$140.00 per Hour
Survey Crew (1-Person).....	\$100.00 per Hour
Survey Crew (1-Person + Robot)	\$150.00 per Hour
Survey Crew (2-Person).....	\$175.00 per Hour
Survey Crew (3-Person).....	\$215.00 per Hour
Survey Per Diem	\$150.00 per person per Night
Administrative Support	\$60.00 - \$75.00 per Hour

Reimbursable Expenses

Printing, contract carrier service, and travel expenses are not included within Consultant's basic fee and will be passed along to Client at cost plus 10%.

Payment

Payment for services by Consultant is to be made monthly based upon the percentage of work completed and invoiced to Client. Client's obligation to pay for services rendered hereunder is in no way dependent upon its ability to obtain financing, to obtain payment from a third party, or to obtain approval of any governmental or regulatory agencies, or upon Client's successful completion of the project. Payment for services and expenses hereunder is due in full within thirty (30) days after receipt of invoice. For past due accounts in excess of 120 days Consultant will issue a past due statement with interest of 1½% per month from said thirtieth (30th) day. Consultant may elect to seek assistance in collection of accounts in excess of 120 days in which case Client will be billed for attorney's fees for collection in the amount of 1/3 of the outstanding balance or such greater amount as the court finds reasonable. Consultant reserves the right to suspend services under this agreement until receipt of payment in full for all amounts due for services rendered and expenses incurred.

AL Immigration Law Compliance

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.

Standard of Care

The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care ordinarily provided by members of Consultant's profession practicing under the same or similar circumstances and professional licenses at the same time and in the same locality, as expeditiously as is prudent considering the ordinary professional skill and care of a competent member of Consultant's profession. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

Responsibility of the Client

Client shall provide all criteria and full information as to Client's requirements for the Project, including budgetary limitations.

Reliance on Information Provided by Others

Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's Consultants and Contractors, and information from public records, without the need for independent verification.

Schedules, Budgets and Estimates or Opinions of Cost

Any schedules or completion dates, budgets, or estimates of cost prepared by Consultant represent Consultant's professional judgment based on its experience and available information. Since neither Consultant nor Client has control over: the cost of labor, materials, or equipment, or contractor's methods of determining prices; competitive bidding or market conditions; utility conflicts or right-of-way acquisition; agency approval times or actions of a Consultant Program Manager not employed by Sain, the Consultant cannot and does not warrant or represent that actual schedules, budgets or completion dates or actual costs will not vary from schedules or completion dates, budgets or estimates of cost prepared by Consultant or proposed, established, or approved by Client.

Approvals

Client agrees and acknowledges that the approval process necessary to maintain a project timeline is both unpredictable and outside of the Consultant's control. Consequently, the Consultant makes no representations as to its ability to timely achieve or to obtain said permits or approvals from any governing authority or outside agency.

Site Visits/Jobsite Safety/Construction Phase Services

Consultant and Client acknowledge and agree that the Consultant shall not have responsibility and will not be liable for jobsite safety or construction means and methods, regardless of whether Consultant's scope of services documented herein include site visits during the construction phase. The Consultant is not responsible for, and shall by no means be liable for, the acts or omissions of any owner, contractor, subcontractor or material supplier.

Right of Entry

Client, at its sole cost and expense, shall furnish the Consultant, its agents, employees, and subcontractors a right-of-entry and any other authorizations or licenses needed for Consultant to enter the Project location to perform the services contemplated by this Agreement. Client agrees and acknowledges that the services provided by the Consultant may require certain activities that may disrupt the use of the Project's property location and may disturb, alter, or damage the terrain and vegetation thereabout and that Consultant will not restore the property to its original state.

Certifications

Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, guaranty, or warrant the existence of conditions that Consultant cannot ascertain or verify. Further, Consultant and Client acknowledge and agree that Consultant shall not be expected to provide any certifications unless expressly agreed upon by Consultant, as evidenced in writing within the scope of Consultant's work invoiced to Client.



SAIN ASSOCIATES, INC.

TERMS AND CONDITIONS

Unforeseen Conditions and Occurrences

If, during the course of performance of services pursuant to this Agreement, any unforeseen hazardous substance, material, object, element, or other unforeseen conditions or occurrences are encountered which, in the Consultant's judgment, materially affects or may affect the services to be provided hereunder, the risk involved in providing the services, or the scope of the services, Consultant will notify Client. Subsequent to that notification, Consultant may: (a) if practicable, in Consultant's judgment and with Client's approval, complete the original scope of services in accordance with this Agreement; (b) agree with Client to modify the scope of services and the estimate of costs to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the Parties and incorporated herein; or (c) terminate the services effective on the date of notification for convenience.

Use of Electronic Media

Copies of documents that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of the Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

Limitation of Remedies

Liability of remedies of Sain Associates, Inc. resulting from errors, omissions, or the negligence of Sain Associates, Inc., its agents or employees, pursuant to work under this agreement shall not exceed the lesser of the value of engineering or surveying services required to correct the deficiency or the basic consulting fee for work covered hereunder or the actual cost of the remedies. This provision is being agreed to as a result of the fees being charged.

Consultant's Choice of Arbitration or Court

Client and Consultant agree that if a dispute arises out of or relates to this Agreement, the parties will attempt to settle the dispute through good faith negotiations. If direct negotiations do not resolve the dispute, the parties agree to endeavor to settle the dispute by mediation prior to the initiation of any legal action unless delay in initiating legal action would irrevocably prejudice one of the parties. Mediation shall take place in Jefferson County, Alabama, and if a mediator cannot be agreed upon by parties, then it is agreed that AAA (American Arbitration Association) will appoint a mediator. If mediation is unsuccessful, any such dispute shall be subject to and resolved at the election of Consultant, by either arbitration in accordance with the Rules of the AAA or by a trial by judge in either the Circuit Court for Jefferson County, Alabama, or the United States District Court for the Northern District of Alabama.

Indemnification

Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

Force Majeure

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

Termination of Contract

Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.

Ownership of Documents

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or Client's disclosure of any such documents to any third party.

Third Parties

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Consultant. Consultant's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Consultant because of this Agreement or Consultant's performance of services hereunder.

Consequential Damages Waiver

Neither the Client nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

Conflicting or Inconsistent Terms/Severability

In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any provision of this Agreement which is held to be void or unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions.

Schedule 2022



RESOLUTION NO. 2022-160

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the creation of one (1) Police Officer position (Class no. 06031, G17/10) for the Police Department to be filled at the discretion of the City Manager in accordance with the "Rules and Regulations" of the Personnel Board of Jefferson County for the purpose of filling a vacancy left by filling the six desk position assignments.

ADOPTED: This 10th day of October, 2022.

Council President

APPROVED: This 10th day of October, 2022.

Mayor

CERTIFICATION

I, Heather Richards, 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 10, 2022, as same appears in the minutes of record of said meeting.

City Clerk



Mountain Brook Police Department
Chief Jaye Loggins
101 Tibbett Street
Mountain Brook, Alabama 35213
Phone: 205.879.0486
Fax: 205.802-2415

To: Mountain Brook City Council
From: J. Loggins, Chief of Police
Date: October 5, 2022
Re: Personnel Position Request

The City of Mountain Brook entered into an agreement with Shelby County 911 for call taking and dispatch of 911 services in 2021. The transfer of services was completed in January 2022. In planning for the transition, the Mountain Brook Police Department requested six additional positions to backfill the reduction of eleven dispatch positions to cover ancillary duties the previous positions had provided. During the planning and discussions, it was agreed upon that the police department would be allowed four positions effective October 2021 and that the department could request an additional position each of the following two years. In doing so, MBPD pulled officers from other areas of the police department and filled the six desk position assignments that were needed.

I am requesting approval of an additional position which would represent the fifth of six positions needed and originally requested. Currently, MBPD has one vacant position. Candidates for the position are being recruited and currently participating in the hiring process. We believe the position will be filled by the end of 2022. The approval of the additional personnel position would allow the police department to recruit and potentially hire two officers through the same timeframe and have them attend the January 2023 police academy. In anticipation of the additional position, the '23 budget includes the funding for the position.

I will be available for any questions or concerns. I appreciate any and all consideration in advance.