

**MEETING AGENDA
MOUNTAIN BROOK CITY COUNCIL**

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

JANUARY 8, 2024, 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 01082024).

1. Mountain Brook National Mentoring Month Proclamation.
2. Human Trafficking Awareness Month Proclamation.
3. Expression of gratitude to Vince Schilleci for his service on the Editorial Board.
4. Approval of the minutes of the December 11, 2023, regular meeting of the City Council.
5. Consideration: Resolution re-appointing K.C. Hairston as Presiding Judge of the Mountain Brook Municipal Court.
6. Consideration: Resolution approving the contractor agreement with Speyer Roofing Inc. for the decking and roof demolition/removal of the patio at City Hall.
7. Consideration: Resolution ratifying and approving the internal transfer of funds for the year October 1, 2022 through September 30, 2023.
8. Consideration: Resolution accepting the proposals with Motorola Solutions with respect to Video Evidence Management for in-car video storage and body worn camera storage.
9. Consideration: Resolution approving the purchase of a new Fire Pumper for the Fire Department.
10. Consideration: Resolution authorizing the sale or disposal of certain surplus property.
11. Consideration: Resolution designating the north side of Winthrop as “no parking” weekdays between the hours of 2:45 p.m. to 3:15 p.m.
12. Consideration: Ordinance creating one-way operation of Winthrop Avenue between Alden Lane and Overbrook Road and to provide punishment thereof.
13. Comments from residents and attendees.
14. Announcement: The next regular meeting of the City Council is January 22, 2024 at 7:00 p.m.
15. Adjourn.

Mountain Brook National Mentoring Month Proclamation

WHEREAS, January is National Mentoring Month: an annual campaign to raise awareness of and celebrate the powerful impact of mentoring relationships, recruit new mentors, and encourage institutions to integrate quality mentoring into their policies, practices; and

WHEREAS, the City of Mountain Brook recognizes the contributions of volunteer mentors, who link youth to economic and social opportunity, while also strengthening our community; and

WHEREAS, mentoring programs in Jefferson County make our state and communities stronger by enabling impactful relationships that provide invaluable support networks; and

WHEREAS, youth development experts agree that mentoring encourages positive youth development and smart daily behaviors, such as finishing homework and having healthy social interactions, and has a positive impact on the growth and success of a young person; and

WHEREAS, mentoring programs generally have a significant, positive impact on youth academic achievement, school connectedness and engagement, and educational success, which can lead to outcomes such as improved attendance, grades, and test scores, and classroom behavior; and

WHEREAS, mentors can help young people set career goals, and can help connect mentees to industry professionals to train for and find jobs; and

WHEREAS, effective mentoring of undeserved and vulnerable populations of young people helps them confront challenges and enjoy improved mental health and social-emotional well-being; and

WHEREAS, mentoring programs have been found to positively impact many aspects of mental wellbeing, including reducing unhealthy coping mechanisms, improving interpersonal relationships, and reducing parental stress; and

WHEREAS, young people with a mentor are more likely to enroll in college, to participate in sports or extra-curricular activities, to hold a leadership position in a club or sports team, and to volunteer regularly, and less likely to start using drugs;

WHEREAS, mentoring is an innovative, evidence-based practice and, uniquely, is both a prevention and intervention strategy that can support young people of all demographics and backgrounds in all aspects of their lives; and

WHEREAS, despite the benefits of mentoring, one young person of every three is growing up without a mentor, which means a third of the youth of the United States are growing up without someone outside of the home to offer real life guidance and support; and

WHEREAS, this “mentoring gap” demonstrates the need for collaboration among the private, public, and nonprofit sectors to increase resources for relationship-centric supports for youth in communities, schools, and workplaces;

NOW, THEREFORE, I, Stewart H. Welch III, Mayor of Mountain Brook, do hereby proclamation January 2024, as National Mentoring Month in the City of Mountain Brook, Alabama.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Mountain Brook to be affixed the 8th day of January of the year of our Lord 2024 and the Independence of the United States of America, the 247th.

Stewart H. Welch III, Mayor

HUMAN TRAFFICKING AWARENESS MONTH PROCLAMATION

“Freedom from Human Trafficking is a Fundamental Human Right”

WHEREAS, Alabama's Human Trafficking Awareness Month was established in January 2011 in observance of National Human Trafficking Awareness Day, to proclaim the equality and freedom of all people, to advocate for legislation, to educate leaders, and to encourage public awareness to the various forms of human trafficking; and

WHEREAS, human trafficking is a public health issue and crime that affects individuals, families, and communities across generations, exploiting the most vulnerable among us and weakening our collective well-being; and

WHEREAS, human trafficking occurs when an adult or child is recruited, harbored, obtained, or exported through force, fraud, or coercion for the purposes of sexual exploitation, forced labor, involuntary servitude, debt bondage and other methods of slavery; and

WHEREAS, an estimated 27.6 million people are subjected to human trafficking globally, including cases of human trafficking reported in every state and territory across the United States including here in our own community; and

WHEREAS, the risks and prevalence of human trafficking is greater now than ever in person and online; in industries such as restaurants, cleaning services, construction, and factories; and by strangers or someone they know, including partners, parents, and other family members; and

WHEREAS, the City of Mountain Brook seeks to enhance public welfare, protect public safety, and promote human flourishing for all residents and visitors by declaring that freedom from human trafficking is a fundamental human right; and

WHEREAS, due to its isolating nature, many individuals remain unaware that trafficking is a threat to their neighborhoods, families, and children. The first step in eliminating human trafficking in our community is education. We must work diligently to ensure that all front-line industries, educators, first responders and parents are aware of this issue, know how to spot it, and how to report it. We must work together as a community to bring victims to safety and punish the perpetrators; and

WHEREAS, stopping human trafficking requires a coordinated, community-wide response, and the City of Mountain Brook supports partnerships to comprehensively address human trafficking and create Trafficking Free Zones.

NOW, THEREFORE, BE IT RESOLVED, that I, _____, as Mayor of the City of Mountain Brook do hereby proclaim January 2024 as **Human Trafficking Awareness Month** and celebrate our continued commitment as a **Trafficking Free Zone** community. We encourage all residents to join us in raising the visibility of this crime and to become more informed about ways to prevent, recognize and respond to potential victims of human trafficking in our community. Together, we can become more informed and take steps to create a community that is Trafficking Free.

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of Mountain Brook to be affixed this the 8th day of January, 2024.

Stewart H. Welch III, Mayor
City of Mountain Brook, Alabama

EXPRESSION OF GRATITUDE TO VINCE SCHILLECI
FOR HIS DEDICATED SERVICE TO THE CITY ON THE EDITORIAL
BOARD

WHEREAS, Vince Schilleci served on the City of Mountain Brook Editorial Board for 5 years, beginning on December 10, 2018 and has contributed his knowledge towards the publication of “The Reporter”, the quarterly City newsletter. His expertise has greatly enhance the quality of “The Reporter” over the years; and

WHEREAS, Vince Schilleci worked to ensure the Reporter articles were pertinent and informative highlighting new facilities, new businesses, city events and meetings, school news, gratitude to employees and other important content; and

WHEREAS, Vince Schilleci has actively promoted public awareness of city information and events by establishing and administrating “The Reporter” Facebook page; and

WHEREAS, it is the desire of the residents of Mountain Brook to express their appreciation to Vince Schilleci and recognize his service to our City.

NOW, THEREFORE, be it resolved that the Mayor and City Council, on behalf of all the residents of Mountain Brook, do publicly thank Vince Schilleci for his years of dedicated service and wish him well in his endeavors.

ADOPTED: The 8th day of January, 2024.

Virginia C. Smith, Council President

APPROVED: The 8th day of January, 2024.

Stewart H. Welch, III, Mayor

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
DECEMBER 11, 2023**

[As a convenience, members of the public were invited to listen and observe in the public meeting by Internet video conference. There were 0 virtual attendees at the meeting.]

The City Council of the City of Mountain Brook, Alabama met informally in-person at 6:30 p.m. on the 11th day of December, 2023 (others were allowed to listen to the meeting by way of Internet video conference-no one did). Council President Pro Tempore Pritchard called the pre-meeting to order and the roll was called with the following results:

Present: William S. Pritchard III, Council President Pro Tempore
Graham L. Smith
Lloyd C. Shelton
Gerald A. Garner
Stewart Welch III, Mayor

Absent: Virginia C. Smith, Council President

Also present were City Attorney Whit Colvin, City Manager Sam Gaston, and City Clerk Heather Richards.

1. AGENDA

1. Little Betty Steakhouse Alcoholic Beverage Control Board-020-Restaurant Retail Liquor license request

Billy Pritchard-Council President Pro Tempore

- This is an add on for Little Betty Steakhouse
- They have an application for a 020 Restaurant Retail Liquor license
- Item added to the formal agenda (Resolution 2023-205)

2. Creation of a temporary Records Clerk position for the Police Department

Jaye Loggins-Police Chief

- This is for a temporary position that should last six months
- This position will be filled immediately if approved

Billy Pritchard-Council President Pro Tempore

- Item added to the formal agenda (Resolution No. 2023-203)

3. Editorial Board appointment (Kitty Rogers Brown)

Billy Pritchard-Council President Pro Tempore

- Item added to the formal agenda (Resolution No. 2023-204)

4. Request by the City of Birmingham for our City to participate in a drainage project on Montclair Road in conjunction with the TAP sidewalk project

Nathan Currie-Sain Association

- The City of Birmingham reached out regarding this issue

- There is a drainage ditch along the road (at Ramsey Park) that is eroding and it is not exposing some utilities
- The City of Birmingham will repair the ditch and pipe the ditch to cover the area
- The City of Birmingham is offering to construct that segment of the sidewalk and requesting \$50,000 from the City of Mountain Brook to contribute to the project
- Since Mountain Brook's TAP project is tied to either end of this project, if approved, this would not impact the park or go through the extra environmental requirements

Nathan Currie

- If the city is not interested in participating with Birmingham then the other option would be to wait until Birmingham has completed their project before the TAP project can begin
- If approved, then the TAP project could move forward at the same time with Birmingham's project

Lloyd Shelton-Council Member

- Inquired where the savings from Mountain Brook's TAP is coming from if approved

Nathan Currie

- There will be around 400 feet of sidewalk that will be taken out of the TAP project therefore, the cost associated will not be involved with the TAP
- Will work on an intergovernmental agreement with Birmingham for a future meeting

5. Proposed ordinance prohibiting using public parking spaces for commercial purposes

Emily Jensen-Chamber of Commerce Director

- Received complaints from merchants who have experienced mobile businesses operating out of buses coming into villages and parking in public parking spaces
- This ordinance would not allow individuals to operate commercial businesses out of public parking spots
- The problem is when a vehicle has a "trunk show" from the vehicle, it takes up multiple parking spots

Lloyd Shelton-Council Member

- Inquired if the Chamber Board has vetted this ordinance

Emily Jensen

- The Chamber Board has vetted this ordinance

Billy Pritchard

- Inquired if this affected sidewalk sales

Emily Jensen

- This only applies to public parking spaces

Sam Gaston-City Manager

- Wants to ensure there is language in the ordinance that did not affect tent sales and other similar events

Whit Colvin-City Attorney

- There are a number of requirements in the parking section that are not enforced when the roads are shut down

- It would be a good idea to look at the section (and other sections) for special events for where the right-of-way is closed for city-wide event or something else the council approved
- If that is the case, the parking rules are suspended

Billy Pritchard

- Item added to the formal agenda (Ordinance No. 2153)

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

2. ADJOURNMENT

There being no further matters for discussion Council President Pro Tempore Pritchard adjourned the pre-meeting at approximately 7:02 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 December 11, 2023, 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 January 8, 2024

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK DECEMBER 11, 2023

[As a convenience, members of the public were invited to listen and observe in the public meeting by Internet video conference. There were 0 virtual attendees at the meeting.]

The City Council of the City of Mountain Brook, Alabama met in person at 7:04 p.m. on the 11th day of December, 2023 (others were allowed to listen to the meeting by way of Internet video conference-no one did). Council President Pro Tempore Pritchard called the meeting to order, and the roll was called with the following results:

Present: William S. Pritchard III, Council President Pro Tempore
Graham L. Smith
Lloyd C. Shelton
Gerald A. Garner
Stewart Welch III, Mayor

Absent: Virginia C. Smith, Council President

Also present were City Attorney Whit Colvin, City Manager Sam Gaston, and City Clerk Heather Richards.

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

1. RECOGNITION OF SPECIAL GUESTS-BOY SCOUTS

David Borasino with Troup 86 out of Saint Luke's Episcopal Church

- Representing several members with Troup 86
- Working on Citizenship in the Community badge

2. CONSENT AGENDA

Council President Pro Tempore Pritchard 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 November 27, 2023, regular meeting of the City Council

2023-198	Accept the proposal submitted by Sain Associates for the professional traffic engineering services for Mountain Brook Village	Exhibit 1, Appendix 1
2023-199	Authorize the agreement for consulting services with Schoel Engineering for consulting services associated with a comprehensive drainage study of three proposal developments in the Watkins Brook Drainage basin in Mountain Brook	Exhibit 2, Appendix 2
2023-200	Execute a contractor agreement with AR Construction for the Public Works Equipment Shed	Exhibit 3, Appendix 3
2023-201	Authorize the sale or disposal of certain surplus property	Exhibit 4, Appendix 4

2023-202	Execute an elevator service and repair order with Otis Elevator Company for elevator repairs at O'Neal Library	Exhibit 5, Appendix 5
2023-203	Create one temporary Administrative Assistant position (Class no. 00066, G16/4) for the Police Department for the purpose of a records purge and scheduled records maintenance	Exhibit 6, Appendix 6
2023-204	Appoint Kitty Rogers Brown as a member of the Editorial Board to fill the unexpired term of Vince Schilleci, with the term of office to end August 8, 2024	Exhibit 7, Appendix 7
2023-205	Recommends to the State of Alabama Alcoholic Beverage Control Board (ABC) the issuance of a 020-Restaurant Retail Liquor license to Mountain Brook Village Holdings, LLC (trade name: Little Betty), 321 Rele Street Suite E8	Exhibit 8, Appendix 8

Thereupon, the foregoing minutes and resolutions (Nos. 2023-198 and 2023-205), were introduced by Council President Pro Tempore Pritchard and a motion for their immediate adoption made by Council Member Shelton. The minutes and resolutions were then considered by the City Council. Council Member Graham Smith seconded the motion to adopt the foregoing minutes and resolutions. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: William S. Pritchard III
Graham L. Smith
Lloyd C. Shelton
Gerald A. Garner

Nays: None

Abstained: None

Council President Pro Tempore Pritchard thereupon declared that said minutes and resolutions (Nos. 2023-198 and 2023-205) were adopted by a vote of 4—0 and as evidence thereof he signed the same.

3. CONSIDERATION OF ORDINANCE (NO. 2153) AMENDING CHAPTER 50, ARTICLE V OF THE CITY CODE "SEC. 50-120 USE OF PARKING SPACES FOR COMMERCIAL PURPOSES PROHIBITED" (EXHIBIT 9)

Council President Pro Tempore Pritchard introduced the ordinance in writing. It was then moved by Council Member Graham Smith 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 Garner and was unanimously carried, as follows:

Ayes: William S. ("Billy") Pritchard III
Lloyd C. Shelton
Graham L. Smith
Gerald A. Garner

Nays: None

Council President Pro Tempore Pritchard declared the motion carried by a vote of 4-0.

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

Ayes: William S. ("Billy") Pritchard III
Lloyd C. Shelton
Graham L. Smith
Gerald A. Garner

Nays: None

Council President Pro Tempore Pritchard declared that the ordinance (No. 2153) is hereby adopted by a vote of 4—0 and, as evidence thereof, she signed the same.

4. COMMENTS FROM RESIDENCES AND ATTENDEES

Laura Denson-2917 Pump House Road

- Asking for another meeting with the council to discuss Highway 280 as a whole
- Concerned about property values decreasing and impacts on the safety of the neighborhood
- Inquired as to the noise ordinance because ALDOT plans to be doing most of the work at night which will affect the neighborhood
- Would like the results from the traffic study and speed study

Billy Pritchard-Council President Pro Tempore

- The council does not have a lot of "say-so" with ALDOT projects
- Will communicate any concerns to ALDOT
- Suggested issues and concerns be submitted to the City Manager who can circulate to the council
- Would be happy to have a special meeting to listen to concerns

5. ANNOUNCEMENT

Council President Pro Tempore announced the next regular meeting of the City Council is January 8, 2024, 7:00p.m.

6. ADJOURNMENT

There being no further business to come before the City Council, Council President Pro Tempore Pritchard adjourned the meeting at approximately 7:19 p.m.

7. 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 December 11, 2023, 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.

RESOLUTION NO. 2024-004

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that K.C. Hairston is hereby re-appointed as Presiding Judge of the Mountain Brook Municipal Court of the City of Mountain Brook with the term of office to end January 25, 2026.

ADOPTED: This 8th day of January, 2024.

Council President

APPROVED: This 8th day of January, 2024.

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 January 8, 2024, as same appears in the minutes or record of said meeting.

City Clerk

OATH OF OFFICE (RESOLUTION NO. 2024-004)

STATE OF ALABAMA

JEFFERSON COUNTY

CITY OF MOUNTAIN BROOK

I, K.C. Hairston, do solemnly swear that I will administer justice without respect to persons, and do equal right to the poor and to the rich, and that I will faithfully and impartially discharge and perform all the duties incumbent upon me as Presiding Judge under the Constitution and laws of the United States. So help me God.

K. C. Hairston

Sworn to and subscribed before me this 8th day of January, 2024.

Stewart Welch, Mayor
City of Mountain Brook

RESOLUTION NO. 2024-005

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 execute the following contractor agreement between the City and Speyer Roofing Inc. (dba Leak Solutions) with respect to the decking and roof demolition/removal of the patio at City Hall.

- ☐ Option A: Herringbone pattern \$42,276
- ☐ Option B: Plain Weave pattern \$44,329

ADOPTED: This 8th day of January, 2024.

Council President

APPROVED: This 8th day of January, 2024.

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 January 8, 2024, as same appears in the minutes of record of said meeting.

City Clerk

CONTRACTOR AGREEMENT

Speyer Roofing, Inc. dba Leak Solutions (hereinafter the "Contractor") enters this Contractor Agreement ("Agreement") with the **City of Mountain Brook, Alabama**, a municipal corporation ("City"), effective as of the date last executed by a party below (the "Effective Date"). Contractor and City may be individually referenced herein as "Party" or collectively as "Parties."

1. **Project.** Unless otherwise stated on the attached Exhibit A - Specifications (which is incorporated by reference), Contractor, at its expense, will furnish all the labor, materials, supplies, supervision, and equipment needed to perform the work, services and operations (collectively, the "Work") at Mountain Brook City Hall, 56 Church Street, Mountain Brook, AL 35213 (the "Site") in accordance with the terms, conditions and specifications in this Agreement and on Exhibit A (the "Project").

2. **Term/Termination.** The term of this Agreement shall commence on the Effective Date and thereafter continue in effect for one (1) month (the "Term"). The period in which Contractor will complete the Project is set forth on Exhibit A.

Notwithstanding the provision immediately above or any other language herein, City may terminate this Agreement before the expiration of its Term at the time designated in a written notice to Contractor if each of the following have occurred: (a) Contractor has defaulted on a material obligation to the City hereunder (a "Default"); and (b) following the City's provision of written notice of Default to Contractor, the Contractor fails to correct or remedy that Default within fifteen (15) days after receipt of that notice. The failure of the Contractor to timely perform the Work shall be considered an event of Default. This remedy is in addition to any other provided in the Agreement or available to City under law or in equity.

3. **Contract Price/Invoice/Certification.** Unless otherwise stated in the Special Conditions on Exhibit A or agreed in a writing signed by the Parties, City will pay Contractor the lump sum amount of forty-two thousand two hundred and seventy-six Dollars (\$42,276.00) as compensation for performing the Work (the "Contract Price"). Further, unless agreed in a writing or amendment to this Agreement that is signed by duly authorized representatives of both Parties, the total amount payable to the Contractor for the Work shall not exceed the Contract Price.

The City shall pay the either 1) the contract sum within 30 days of acceptance OR 2) net 30 with progress billing for the percentage of work (labor and materials less 5% retainage) executed as of the close of each month after the project has started until project is completed and accepted. Prior to the release of the final payment to the Contractor by the City, Contractor shall certify to the City that all bills and payroll related to the project have been paid in full. Upon receipt of said certification, City shall post a notice of contract completion in the bulletin board located at City Hall, 56 Church Street, Mountain Brook, Alabama 35213 where such notice shall remain for a period of 30 days.

4. **Warranties of Contractor.** The Contractor warrants each of the following with respect to its Work:

- (a) that it expeditiously will perform its Work in a good and workmanlike manner that is consistent with level of skill and care that would be provided by other contractors performing operations under the same or similar conditions, and in accordance with the Project schedule;

- (b) that it, and all of its employees or any subcontractors (if authorized), will complete the Work in compliance with all codes, laws and regulations that are applicable to the Project;
- (c) that before commencing the Work, at its own expense, the Contractor will obtain all licenses, permits or other governmental authorizations needed to complete the Project, including without limitation, a business license and building permit issued by the City (collectively, "Licensing"). Contractor further agrees to maintain that Licensing throughout the performance of the Project;
- (d) that it has inspected the Site and any other locations at which it will perform the Work, and, based on that inspection and its expertise, that it has determined that each of those locations is reasonably suitable for Contractor to complete the Work;
- (e) that the Contractor shall be responsible to remove and properly dispose of any debris related to its completion of the Project, and that it will leave each location where the Work is performed in reasonably clean condition;
- (f) that the Work will be free of any material defects in workmanship and materials for a period of one (1) year that shall commence on the date of completion of the Project; and
- (g) that all actions required to be taken by or on behalf of the Contractor to enter or execute this Agreement, and to perform its obligations and agreements hereunder, have been duly taken, and the person signing below on behalf of Contractor is authorized to execute this Agreement.

5. Insurance/Safety/Indemnification.

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

- (i) Comprehensive General Liability: One Million Dollars (\$1,000,000.00), combined single limit and aggregate for bodily injury and property damage. This Comprehensive General Liability policy shall include coverage for premises/operations, products/completed operations, assumed contractual obligations, independent contractors, and broad form property damage;
- (ii) Automobile Liability: Automobile Liability covering owned and rented vehicles operated with policy limits of not less than One Million Dollars (\$1,000,000.00) combined single limit and aggregate for bodily injury and property damage;
- (iii) Workers Compensation/Employer's Liability: Workers' Compensation as required by statute and Employer's Liability with limits of Five Hundred Thousand Dollars (\$500,000) per occurrence.

The Contractor may satisfy its insurance obligations hereunder through a combination of primary, umbrella and excess policies. Before the execution of this Agreement, the Contractor shall provide City a certificate(s) of insurance evidencing compliance with the requirements in this section. The certificate

shall name City as an additional insured on the Comprehensive General Liability, Automobile Liability, and any applicable umbrella and excess policies.

(b). **Safety.** Contractor agrees that it (a) has the sole responsibility to identify any condition or hazard at the Site or other locations on City property that will prevent it from safely performing the Work, and (b) is exclusively responsible for performing the Work in a safe manner that does not put at risk the safety of persons or endanger property. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) its employees and all other persons who may be affected by the Work; (ii) all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the Site, or under the care, custody or control of the Contractor or any of its representatives; and (iii) other property at the Work Site or adjacent thereto.

(c). **Indemnification.** Contractor agrees to defend, indemnify, and hold harmless City and its agents, employees and officials (hereinafter collectively, the "Indemnitees") from and against all demands, actions, liabilities, expenses (including reasonable attorney's fees) or claims for damages by any third parties (including any employee, subcontractor or representative of the Contractor, hereafter a "Contractor Representative") that arise out of, relate to or are caused by any negligent act, omission or conduct by Contractor or any Contractor Representative in performing or failing to perform the Work or its (or their) responsibilities under this Agreement; provided that nothing herein shall obligate the Contractor to indemnify any of the Indemnitees for any claims resulting from the negligent conduct or the willful misconduct of the Indemnitees.

(d). **Limitation of Liability.** In no event may Contractor recover from the City any special, incidental, consequential or any other indirect damages whatsoever of any description (including, without limitation, damages for lost profits, lost advantage, lost opportunity, loss of savings or revenues or for increased cost of operations) or amount arising from the City's breach of its obligations hereunder.

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

8. Miscellaneous Provisions.

a. This Agreement (which is comprised of this instrument and Exhibit A) sets forth the entire understanding between the Parties concerning the matters herein, and all oral representations, prior negotiations, understandings, agreements, conditions, and terms discussed between them prior to acceptance and signing of this Agreement are deemed to have merged herein.

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

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

d. Contractor may not assign its rights, obligations or the benefits of this Agreement to any third party without the written consent of City, which consent may be withheld for any reason.

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

f. Contractor is an independent contractor of City. This Agreement does not create any partnership, joint venture or principal-agent relationship between the Parties. Further, City retains no control or authority with respect to its means and methods in which Contractor (or any of its employees or representatives) performs the Work.

h. Immigration Law Compliance. Contractor represents and warrants to the City that: (i) it does not knowingly employ, hire for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, *et seq.*, Code of Alabama 1975, as amended (the "Act"); (ii) it will enroll in the E-Verify program prior to performing any work on the Project in Alabama and shall provide documentation establishing that it is enrolled in the E-Verify program. During the performance of this Agreement, the Contractor shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations; (iii) it will comply with all applicable provisions of the Act with respect to subcontractors, if any, that it engages on the Project by entering into an agreement with or by obtaining an affidavit from such subcontractors providing work on the Project in Alabama that such subcontractors are in compliance with the Act with respect to their participation in the E-verify program. Contractor further represents and warrants that it shall not hire, retain or contract with any subcontractor to work on the Project in Alabama which it knows is not in compliance with the Act; and (iv) by signing this Agreement, it affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if Contractor is found to be in violation of this provision, it shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

i. Amendment. Neither this Agreement nor any of the provisions herein (including, without limitation, those concerning the Scope, Project Schedule and Contract Price) may be amended or modified except in accordance with the terms of a written instrument (or change order) signed by both Parties.

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

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

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

Signature page follows:

CITY OF MOUNTAIN BROOK, ALABAMA

By: _____

Its: Mayor

Date: _____

Speyer Roofing, Inc. d.b.a Leak Solutions

By: _____

Its: _____

Date: _____

Exhibit A

Contractor shall provide all tools, labor, materials, and equipment necessary to perform the scope of work described below:

Decking and Roof Demolition/Removal

- Contractor shall remove existing deck system, leaving pergola in place and dispose of materials removed.
- Contractor shall remove existing roof membrane and dispose of materials.
- All removed materials and construction refuse/debris shall be disposed of in a manner consistent with City of Mountain Brook direction.
- Contractor shall coordinate roll-off dumpster dropoff with City of Mountain Brook and keep construction area free and clear of debris.

Duro-Last PVC Roofing System

- Fully adhere tapered insulation crickets with 1/2" per foot slope between scupper drains.
- Fully adhere 1/2" Densdeck Prime Roof Board.
- Fully adhere 60 mil PVC membrane, color Dark Grey, approximately 648 square feet area.
- Fully adhere 60 mil PVC membrane, color Dark Grey on parapet walls, approximately 255 square foot area.
- Terminate parapet walls with Dark Grey vinyl termination bar.
- Include two (2) year contractor workmanship warranty on roofing system from the effective date of the warranty issued by the manufacturer.
- Include Duro-Last's 20-year no dollar limit watertightness warranty.
- Total Scope of Work for New Roof System Install: **\$21,323**

Rooftop Pavers

- Contractor shall install Aspire interlocking pavers 4"x8" units on 16"x16" grids on top of installed duro-last roofing system, approximately 684 square feet area, as to cover entire roofing system with interlocking paver system.
- Install pavers in pattern and color specified below.
- Include two (2) year contractor workmanship warranty on grid and paver system from the effective date of the warranty issued by the manufacturer.
- Include Aspire's manufacturer warranty on grid and paver system.
- Total Scope of Work for Rooftop Paver System install using *Herringbone* pattern, color charcoal: **\$20,953**

CONTRACTOR AGREEMENT

Speyer Roofing, Inc. dba Leak Solutions (hereinafter the "Contractor") enters this Contractor Agreement ("Agreement") with the **City of Mountain Brook, Alabama**, a municipal corporation ("City"), effective as of the date last executed by a party below (the "Effective Date"). Contractor and City may be individually referenced herein as "Party" or collectively as "Parties."

1. **Project.** Unless otherwise stated on the attached Exhibit A - Specifications (which is incorporated by reference), Contractor, at its expense, will furnish all the labor, materials, supplies, supervision, and equipment needed to perform the work, services and operations (collectively, the "Work") at Mountain Brook City Hall, 56 Church Street, Mountain Brook, AL 35213 (the "Site") in accordance with the terms, conditions and specifications in this Agreement and on Exhibit A (the "Project").

2. **Term/Termination.** The term of this Agreement shall commence on the Effective Date and thereafter continue in effect for one (1) month (the "Term"). The period in which Contractor will complete the Project is set forth on Exhibit A.

Notwithstanding the provision immediately above or any other language herein, City may terminate this Agreement before the expiration of its Term at the time designated in a written notice to Contractor if each of the following have occurred: (a) Contractor has defaulted on a material obligation to the City hereunder (a "Default"); and (b) following the City's provision of written notice of Default to Contractor, the Contractor fails to correct or remedy that Default within fifteen (15) days after receipt of that notice. The failure of the Contractor to timely perform the Work shall be considered an event of Default. This remedy is in addition to any other provided in the Agreement or available to City under law or in equity.

3. **Contract Price/Invoice/Certification.** Unless otherwise stated in the Special Conditions on Exhibit A or agreed in a writing signed by the Parties, City will pay Contractor the lump sum amount of forty-four thousand three hundred and twenty-nine Dollars (\$44,329.00) as compensation for performing the Work (the "Contract Price"). Further, unless agreed in a writing or amendment to this Agreement that is signed by duly authorized representatives of both Parties, the total amount payable to the Contractor for the Work shall not exceed the Contract Price.

The City shall pay the either 1) the contract sum within 30 days of acceptance OR 2) net 30 with progress billing for the percentage of work (labor and materials less 5% retainage) executed as of the close of each month after the project has started until project is completed and accepted. Prior to the release of the final payment to the Contractor by the City, Contractor shall certify to the City that all bills and payroll related to the project have been paid in full. Upon receipt of said certification, City shall post a notice of contract completion in the bulletin board located at City Hall, 56 Church Street, Mountain Brook, Alabama 35213 where such notice shall remain for a period of 30 days.

4. **Warranties of Contractor.** The Contractor warrants each of the following with respect to its Work:

- (a) that it expeditiously will perform its Work in a good and workmanlike manner that is consistent with level of skill and care that would be provided by other contractors performing operations under the same or similar conditions, and in accordance with the Project schedule;

- (b) that it, and all of its employees or any subcontractors (if authorized), will complete the Work in compliance with all codes, laws and regulations that are applicable to the Project;
- (c) that before commencing the Work, at its own expense, the Contractor will obtain all licenses, permits or other governmental authorizations needed to complete the Project, including without limitation, a business license and building permit issued by the City (collectively, "Licensing"). Contractor further agrees to maintain that Licensing throughout the performance of the Project;
- (d) that it has inspected the Site and any other locations at which it will perform the Work, and, based on that inspection and its expertise, that it has determined that each of those locations is reasonably suitable for Contractor to complete the Work;
- (e) that the Contractor shall be responsible to remove and properly dispose of any debris related to its completion of the Project, and that it will leave each location where the Work is performed in reasonably clean condition;
- (f) that the Work will be free of any material defects in workmanship and materials for a period of one (1) year that shall commence on the date of completion of the Project; and
- (g) that all actions required to be taken by or on behalf of the Contractor to enter or execute this Agreement, and to perform its obligations and agreements hereunder, have been duly taken, and the person signing below on behalf of Contractor is authorized to execute this Agreement.

5. Insurance/Safety/Indemnification.

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

- (i) Comprehensive General Liability: One Million Dollars (\$1,000,000.00), combined single limit and aggregate for bodily injury and property damage. This Comprehensive General Liability policy shall include coverage for premises/operations, products/completed operations, assumed contractual obligations, independent contractors, and broad form property damage;
- (ii) Automobile Liability: Automobile Liability covering owned and rented vehicles operated with policy limits of not less than One Million Dollars (\$1,000,000.00) combined single limit and aggregate for bodily injury and property damage;
- (iii) Workers Compensation/Employer's Liability: Workers' Compensation as required by statute and Employer's Liability with limits of Five Hundred Thousand Dollars (\$500,000) per occurrence.

The Contractor may satisfy its insurance obligations hereunder through a combination of primary, umbrella and excess policies. Before the execution of this Agreement, the Contractor shall provide City a certificate(s) of insurance evidencing compliance with the requirements in this section. The certificate

shall name City as an additional insured on the Comprehensive General Liability, Automobile Liability, and any applicable umbrella and excess policies.

(b). **Safety.** Contractor agrees that it (a) has the sole responsibility to identify any condition or hazard at the Site or other locations on City property that will prevent it from safely performing the Work, and (b) is exclusively responsible for performing the Work in a safe manner that does not put at risk the safety of persons or endanger property. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) its employees and all other persons who may be affected by the Work; (ii) all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the Site, or under the care, custody or control of the Contractor or any of its representatives; and (iii) other property at the Work Site or adjacent thereto.

(c). **Indemnification.** Contractor agrees to defend, indemnify, and hold harmless City and its agents, employees and officials (hereinafter collectively, the "Indemnitees") from and against all demands, actions, liabilities, expenses (including reasonable attorney's fees) or claims for damages by any third parties (including any employee, subcontractor or representative of the Contractor, hereafter a "Contractor Representative") that arise out of, relate to or are caused by any negligent act, omission or conduct by Contractor or any Contractor Representative in performing or failing to perform the Work or its (or their) responsibilities under this Agreement; provided that nothing herein shall obligate the Contractor to indemnify any of the Indemnitees for any claims resulting from the negligent conduct or the willful misconduct of the Indemnitees.

(d). **Limitation of Liability.** In no event may Contractor recover from the City any special, incidental, consequential or any other indirect damages whatsoever of any description (including, without limitation, damages for lost profits, lost advantage, lost opportunity, loss of savings or revenues or for increased cost of operations) or amount arising from the City's breach of its obligations hereunder.

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

8. Miscellaneous Provisions.

a. This Agreement (which is comprised of this instrument and Exhibit A) sets forth the entire understanding between the Parties concerning the matters herein, and all oral representations, prior negotiations, understandings, agreements, conditions, and terms discussed between them prior to acceptance and signing of this Agreement are deemed to have merged herein.

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

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

d. Contractor may not assign its rights, obligations or the benefits of this Agreement to any third party without the written consent of City, which consent may be withheld for any reason.

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

f. Contractor is an independent contractor of City. This Agreement does not create any partnership, joint venture or principal-agent relationship between the Parties. Further, City retains no control or authority with respect to its means and methods in which Contractor (or any of its employees or representatives) performs the Work.

h. Immigration Law Compliance. Contractor represents and warrants to the City that: (i) it does not knowingly employ, hire for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, *et seq.*, Code of Alabama 1975, as amended (the "Act"); (ii) it will enroll in the E-Verify program prior to performing any work on the Project in Alabama and shall provide documentation establishing that it is enrolled in the E-Verify program. During the performance of this Agreement, the Contractor shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations; (iii) it will comply with all applicable provisions of the Act with respect to subcontractors, if any, that it engages on the Project by entering into an agreement with or by obtaining an affidavit from such subcontractors providing work on the Project in Alabama that such subcontractors are in compliance with the Act with respect to their participation in the E-verify program. Contractor further represents and warrants that it shall not hire, retain or contract with any subcontractor to work on the Project in Alabama which it knows is not in compliance with the Act; and (iv) by signing this Agreement, it affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if Contractor is found to be in violation of this provision, it shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

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

Signature page follows:

CITY OF MOUNTAIN BROOK, ALABAMA

By: _____

Its: Mayor

Date: _____

Speyer Roofing, Inc. d.b.a Leak Solutions

By: _____

Its: _____

Date: _____

Exhibit A

Contractor shall provide all tools, labor, materials, and equipment necessary to perform the scope of work described below:

Decking and Roof Demolition/Removal

- Contractor shall remove existing deck system, leaving pergola in place and dispose of materials removed.
- Contractor shall remove existing roof membrane and dispose of materials.
- All removed materials and construction refuse/debris shall be disposed of in a manner consistent with City of Mountain Brook direction.
- Contractor shall coordinate roll-off dumpster dropoff with City of Mountain Brook and keep construction area free and clear of debris.

Duro-Last PVC Roofing System

- Fully adhere tapered insulation crickets with 1/2" per foot slope between scupper drains.
- Fully adhere 1/2" Densdeck Prime Roof Board.
- Fully adhere 60 mil PVC membrane, color Dark Grey, approximately 648 square feet area.
- Fully adhere 60 mil PVC membrane, color Dark Grey on parapet walls, approximately 255 square foot area.
- Terminate parapet walls with Dark Grey vinyl termination bar.
- Include two (2) year contractor workmanship warranty on roofing system from the effective date of the warranty issued by the manufacturer.
- Include Duro-Last's 20-year no dollar limit watertightness warranty.
- Total Scope of Work for New Roof System Install: **\$21,323**

Rooftop Pavers

- Contractor shall install Aspire interlocking pavers 4"x8" units on 16"x16" grids on top of installed duro-last roofing system, approximately 684 square feet area, as to cover entire roofing system with interlocking paver system.
- Install pavers in pattern and color specified below.
- Include two (2) year contractor workmanship warranty on grid and paver system from the effective date of the warranty issued by the manufacturer.
- Include Aspire's manufacturer warranty on grid and paver system.
- Total Scope of Work for Rooftop Paver System install using ***Plain Weave*** pattern, color charcoal: **\$23,006**

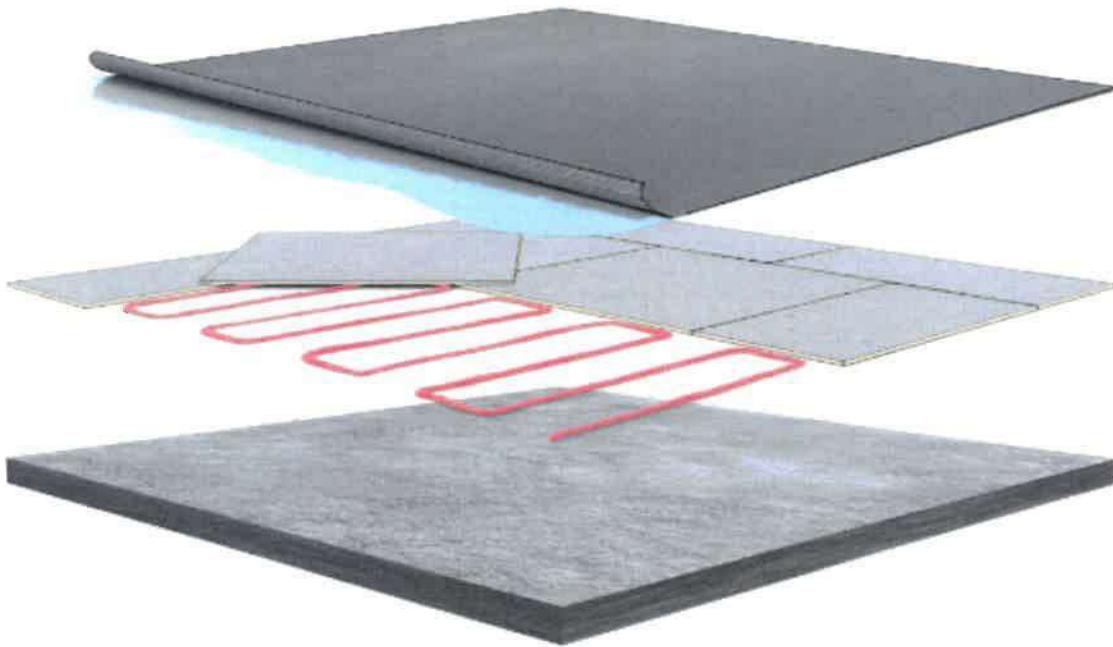
3-part Specification

City of Mountain Brook

CITY HALL

56 Church Street
Birmingham, AL 35213

Prepared for: John Harchelroad | Lemoine Program Services
Prepared by: Paul Speyer | Leak Solutions



PART 1 GENERAL

1.1 SUMMARY

- A. Membrane Type: Duro-Last 60-mil Membrane (Roll Goods)
 - 1. Roll Width: 60" (Installed widths may vary)
 - 2. Membrane Color: Dark Gray
 - 3. Attachment Type: Adhered
 - 4. Adhesive: Duro-Last® WB II Adhesive [Roll On]
- B. Cover Board Type: Duro-Guard® DensDeck® 1/2-Inch
 - 1. Attachment Type: Adhered
 - 2. Adhesive: Duro-Grip® OlyBond500® [Ribbon Adhered]
- C. Deck Type: Structural Concrete Deck
- D. Prefabricated flashings, corners, parapets, stacks, vents, and related details.
- E. Fasteners, adhesives, and other accessories required for a complete roofing installation.
- F. Traffic Protection.

1.2 REFERENCES

- A. ASTM INTERNATIONAL (ASTM)
 - 1. (2019) Standard Test Methods for Coated Fabrics (D751)
 - 2. (2021) Standard Specification for Poly(Vinyl Chloride) Sheet Roofing (D4434/D4434M)
 - 3. (2022) Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board (C1289)
 - 4. (2020) Standard Test Methods for Fire Tests of Roof Coverings (E108)
 - 5. (2020) Standard Test Methods for Fire Tests of Building Construction and Materials (E119)
- B. UL SOLUTIONS (UL)
 - 1. (2021) UL Roofing Systems (TGFU.R10128)
- C. AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE)
 - 1. (2007) Minimum Design Loads for Buildings And Other Structures (ASCE Standard - ASCE/SEI 7-05)
 - 2. (2014) Minimum Design Loads for Buildings and Other Structures (ASCE Standard - ASCE/SEI 7-10)

3. (2017) Minimum Design Loads and Associated Criteria for Buildings and Other Structures (ASCE Standard - ASCE/SEI 7-16)

D. NATIONAL ROOFING CONTRACTORS ASSOCIATION (NRCA)

1. (2019) NRCA Roofing Manual - Membrane Systems

1.3 SYSTEM DESCRIPTION

- A. General: Provide installed roofing membrane and base flashings that remain watertight; do not permit the passage of water; and resist specified uplift pressures, thermally induced movement, and exposure to weather without failure.
- B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing membrane manufacturer based on testing and field experience.
- C. Physical Properties (must meet or exceed):
 1. Roof product must meet the requirements of Type III PVC sheet roofing as defined by ASTM D4434.
 2. Thickness: 60 mil, nominal, in accordance with ASTM D751.
 3. Thickness over Scrim: ≥ 28 mil in accordance with ASTM D7635.
 4. Breaking Strength: ≥ 438 lbf. (machine direction) and ≥ 390 lbf. (cross machine direction) in accordance with ASTM D751 Grab Method.
 5. Elongation at Break: $\geq 31\%$ (machine direction) and $\geq 31\%$ (cross machine direction) in accordance with ASTM D751 Grab Method.
 6. Seam Strength: ≥ 431 lbf. in accordance with ASTM D751 Grab Method.
 7. Tear Strength: ≥ 132 lbf. (machine direction) and ≥ 163 lbf. (cross machine direction) in accordance with ASTM D751 Procedure B.
 8. Low Temperature Bend: Pass at -40 °F in accordance with ASTM D2136.
 9. Heat Aging: Pass after being conditioned for 56 days in oven maintained at 176 °F in accordance with ASTM D3045.
 10. Accelerated Aging: Pass after 10,000 hours of total test time in accordance with ASTM G155.
 11. Dimensional Stability: Change of -0.45% (machine direction) and -0.20% (cross machine direction) in accordance with ASTM 1204.
 12. Water Absorption: $< 2.6\%$ at 158 °F for 168 hours in accordance with ASTM D570.
 13. Static Puncture Resistance: ≥ 56 lbf. in accordance with ASTM D5602.

14. Dynamic Puncture Resistance: ≥ 14.7 ft-lbf. in accordance with ASTM D5635.

D. Cool Roof Rating Council (CRRC) (Membrane must be listed on the CRRC website):

1. Solar Reflectance (Initial): $\geq 26\%$
2. Solar Reflectance (3-Year Aged): $\geq 25\%$
3. Thermal Emittance (Initial): $\geq 88\%$
4. Thermal Emittance (3-Year Aged): $\geq 89\%$
5. Solar Reflectance Index (SRI) (Initial): $\geq 26\%$
6. Solar Reflectance Index (SRI) (3-Year Aged): $\geq 25\%$

1.4 SUBMITTALS

A. Product data sheets to be used, with the following information included:

1. Preparation instructions and recommendations
2. Storage and handling requirements and recommendations
3. Installation methods
4. Maintenance requirements

B. Sustainability Documentation:

1. NSF/ANSI Standard 347 Certificate
2. Type III product-specific Environmental Product Declaration

C. Shop Drawings: Indicate insulation pattern, overall membrane layout, field seam locations, joint or termination detail conditions, and location of fasteners.

D. Provide verification samples for each product specified (two samples representing each product, color and finish):

1. 4-inch by 6-inch sample of roofing membrane, of color specified.
2. 4-inch by 6-inch sample of walkway pad.
3. Termination bar, fascia bar with cover, drip edge, and gravel stop if to be used.
4. Each fastener type to be used for installing membrane, insulation/recover board, termination bar and edge details.

E. Installer Certification: Certification from the roofing system manufacturer that Installer is approved, authorized, or licensed by manufacturer to install roofing system.

F. Manufacturer's warranties.

1.5 QUALITY ASSURANCE

- A. Perform work in accordance with manufacturer's installation instructions.
- B. Manufacturer Qualifications: A manufacturer specializing in the production of PVC membranes systems and utilizing a Quality Control Manual during the production of the membrane roofing system that has been approved by and is inspected by Underwriters Laboratories.
- C. Installer Qualifications: Company specializing in installation of roofing systems similar to those specified in this project and approved by the roofing system manufacturer.
- D. Source Limitations: Obtain components for membrane roofing system from roofing membrane manufacturer.
- E. There shall be no deviations from the roof membrane manufacturer's specifications or the approved shop drawings without the prior written approval of the manufacturer.

1.6 REGULATORY REQUIREMENTS

- A. Conform to applicable code for roof assembly fire hazard, wind uplift, and cool roof requirements.
- B. Fire Hazard Requirements: Provide membrane roofing materials with the following fire-test-response characteristics. Materials shall be identified with appropriate markings of applicable testing and inspecting agency.
 - 1. Class A
 - 2. Fire-test-response standard: Comply with ASTM E108 for application and roof slopes indicated.
 - 3. Fire-Resistance Ratings: Comply with ASTM E119 for fire-resistance-rated roof assemblies of which roofing system is a part.
 - 4. Conform to applicable code for roof assembly fire hazard requirements.
- C. Wind Uplift Requirements: Roofing System Design: Provide a roofing system designed to resist uplift pressures calculated according to the current edition of ASCE/SEI 7, Minimum Design Loads and Associated Criteria for Buildings and Other Structures.

1.7 PRE-INSTALLATION MEETING

- A. Convene meeting not less than one week before starting work of this section.
- B. Review methods and procedures related to roof deck construction and roofing system including, but not limited to, the following:

1. Meet with Owner, Architect, Owner's insurer if applicable, testing and inspecting agency representative, roofing installer, roofing system manufacturer's representative, deck installer, and installers whose work interfaces with or affects roofing including installers of roof accessories and roof-mounted equipment.
2. Review and finalize construction schedule and verify availability of materials, installer's personnel, equipment, and facilities needed to make progress and avoid delays.
3. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
4. Review structural loading limitations of roof deck during and after roofing.
5. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
6. Review governing regulations and requirements for insurance and certificates if applicable.
7. Review temporary protection requirements for roofing system during and after installation.
8. Review roof observation and repair procedures after roofing installation.
9. Review existing roof manufacturer's recycling program and return roofing system to the manufacturer for recycling.

1.8 DELIVERY, STORAGE AND HANDLING

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, and directions for storing and mixing with other components.
- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- D. Store roof materials and place equipment in a manner to avoid permanent deflection of deck.
- E. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.9 WARRANTY

- A. Contractor's Warranty: The contractor shall warrant the roof application with respect to workmanship and proper application for two (2) years from the effective date of the warranty issued by the manufacturer.
- B. Manufacturer's Warranty: Must be no-dollar limit type and provide for completion of repairs, replacement of membrane or total replacement of the roofing system at the then-current material and labor prices throughout the life of the warranty. In addition the warranty must meet the following criteria:
 - 1. Warranty Period: 20 years from date issued by the manufacturer.
 - 2. Must provide adequate or sufficient drainage.
 - 3. Issued direct from and serviced by the roof membrane manufacturer.
 - 4. Transferable for the full term of the warranty.

PART 2 PRODUCTS

2.1 MANUFACTURER

- A. Manufacturer: Duro-Last Roofing, Inc., which is located at: 525 Morley Drive, Saginaw, MI 48601. Telephone: 800-248-0280.
- B. All roofing system components to be provided or approved by Duro-Last Roofing, Inc.
- C. Substitutions: Not permitted.

2.2 ROOFING SYSTEM COMPONENTS

A. Roofing Membrane:

- 1. Properties:
 - a. Type: Duro-Last 60-mil Membrane (Roll Goods)
 - b. Roll Width: 60" (Installed widths may vary)
 - c. Membrane Color: Dark Gray
 - d. Attachment Type: Adhered
 - e. Adhesive: Duro-Last® WB II Adhesive [Roll On]
- 2. Features:
 - a. ASTM D4434, Type III
 - b. Fabric-reinforced, PVC, NSF/ANSI 347 Gold or Platinum Certification, and a product-specific third-party verified Environmental Product Declaration.
 - c. Minimum recycle content 7% post-industrial and 0% post-consumer.

- d. Recycled at end of life into resilient flooring or concrete expansion joints.

B. Cover Board:

1. Properties:

- a. Type: Duro-Guard® DensDeck® 1/2-Inch
- b. Attachment Type: Adhered
- c. Adhesive: Duro-Grip® OlyBond500® [Ribbon Adhered]

2. Features:

- a. Fiberglass mat-faced, gypsum core roof board
- b. Excellent fire, mold, and moisture resistance
- c. Provides protection to roof system from hail and foot traffic
- d. Manufactured to meet ASTM C1177
- e. Florida Product Approved
- f. Miami-Dade County, Product Control Approved

C. Deck Type:

1. Properties:

- a. Type: Structural Concrete Deck

D. Accessory Materials: Provide accessory materials supplied by or approved for use by Duro-Last Roofing, Inc.:

1. Sheet Flashing: Manufacturer's standard reinforced PVC sheet flashing.

2. Prefab Flashings: Manufactured using standard reinforced PVC membrane.

- a. Duro-Last® Inside and Outside Corners
- b. Duro-Last® Stack Flashing
- c. Duro-Last® Curb Flashing

3. Non Fleece Adhesives: Compatible with roofing system and supplied by Duro-Last Roofing, Inc.

- a. Duro-Last® WB II Adhesive [Roll On]

4. Insulation Adhesives: Compatible with roofing system and supplied by Duro-Last Roofing, Inc.

- a. Duro-Grip® OlyBond500® [Ribbon Adhered]

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that the surfaces and site conditions are ready to receive work.
- B. Verify that the deck is supported and secured.
- C. Verify that the deck is clean and smooth, free of depressions, waves, or projections, and properly sloped to drains, valleys, eaves, scuppers or gutters.
- D. Verify that the deck surfaces are dry and free of standing water, ice or snow.
- E. Verify that all roof openings or penetrations through the roof are solidly set.
- F. If substrate preparation is the responsibility of another contractor, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Surfaces shall be clean, smooth, free of fins, sharp edges, loose and foreign material, oil, grease, and bitumen.
- D. Tearing off Existing Single-Ply System:
 - 1. Remove existing single-ply membrane and return to the manufacturer for recycling.

3.3 INSTALLATION

- A. Cover Board:
 - 1. General Requirements
 - a. Install cover board in accordance with the roof manufacturer's requirements.
 - 2. Duro-Guard® DensDeck® 1/2-Inch
 - a. Use only insulation adhesive acceptable to the roof manufacturer that meets applicable design requirements.
 - b. Attach insulation boards with insulation adhesive in parallel courses with end joints staggered 50% and adjacent boards butted together with no gaps greater than ¼ inch
- B. Roofing Membrane:
 - 1. General Requirements
 - a. Install membrane in accordance with the roof manufacturer's requirements.

- b. Cut membrane to fit neatly around all penetrations and roof projections.

2. Duro-Last 60-mil Membrane (Roll Goods)

- a. Read the adhesive's Safety Data Sheet (SDS) prior to using the adhesive.
- b. Follow application guidelines outlined in the adhesive's Product Data Sheet.
- c. Inspect the surface of the deck/substrate. The deck/substrate must be clean, smooth, dry, and free of sharp edges, dust, contaminants, oil, grease, and loose, foreign material that may affect the installation of the roofing system and its performance.
- d. Unroll roofing membrane and position with a minimum 6-inch overlap.
- e. Fold the roof section back onto itself to expose half of the roof area to be covered by that section.
- f. Apply adhesive in front of the fold along its length. Apply at the required rate in smooth, even coatings without voids, globs, puddles or similar irregularities. Use care not to contaminate the area of the membrane where hot air welding will occur.
- g. Lift the top layer of membrane and, starting at the fold, use a stiff squeegee or broom to push the membrane into the adhesive.
- h. Repeat previous steps for the second half of the roof section.

C. Weld overlapping sheets together using hot air. Minimum weld width is 1-1/2 inches.

D. Check field welded seams for continuity and integrity and repair all imperfections by the end of each work day.

E. Flashings: Complete all flashings and terminations as indicated on the drawings and in accordance with the membrane manufacturer's requirements.

- 1. Provide securement at all membrane terminations at the perimeter of each roof level, roof section, curb flashing, skylight, expansion joint, interior wall, penthouse, and other similar condition.

- a. Do not apply flashing over existing thru-wall flashings or weep holes.
- b. Secure flashing on a vertical surface before the seam between the flashing and the main roof sheet is completed.
- c. Extend flashing membrane a minimum of 6 inches (152 mm) onto the main roof sheet beyond the mechanical securement.
- d. Use care to ensure that the flashing does not bridge locations where there is a change in direction (e.g. where the parapet meets the roof deck).

2. Penetrations:

- a. Flash all pipes, supports, soil stacks, cold vents, and other penetrations passing through the roofing membrane as indicated on the Drawings and in accordance with the membrane manufacturer's requirements.
- b. Utilize custom prefabricated flashings supplied by the membrane manufacturer.
- c. Existing Flashings: Remove when necessary to allow new flashing to terminate directly to the penetration.

3. Pipe Clusters and Unusual Shapes:

- a. Clusters of pipes or other penetrations which cannot be sealed with prefabricated membrane flashings shall be sealed by surrounding them with a prefabricated vinyl-coated metal pitch pan and sealant supplied by the membrane manufacturer.
- b. Vinyl-coated metal pitch pans shall be installed, flashed and filled with sealant in accordance with the membrane manufacturer's requirements.
- c. Pitch pans shall not be used where prefabricated or field fabricated flashings are possible.

F. Roof Drains: Coordinate installation of roof drains and vents.

1. Drain Assemblies with Clamping Rings:

- a. Remove existing roofing system materials from drain bowl and clamping ring.
- b. The membrane must extend beyond the inside of the clamping ring.
- c. Use a manufacturer supplied or approved sealant (1/2 tube minimum) between the membrane and drain bowl assembly.
- d. After the membrane is properly installed onto the bowl and the clamping ring set in place, all bolts securing the ring must be installed to provide constant, even compression on the sealant. If bolts are broken or missing, replacements must be installed.

2. Drain Boots:

- a. Remove existing flashing and asphalt at existing drains in preparation for sealant and membrane.
- b. Use a manufacturer supplied or approved sealant (1/2 tube minimum) to the outside of the drain boot and insert it into the drain.
- c. Fasten membrane around the perimeter of the drain with the same fastening pattern as the field membrane, no less than 1 fastener per drain.

- d. Install a pair of composite drain rings (CDRs) to compress the boot to the pipe. Ensure the CDR openings face in opposite directions.
- e. Secure the manufacturer's drain guard over the opening by heat welding the attachment tabs to the roof membrane.

G. Edge Details:

1. Provide edge details as indicated on the Drawings. Install in accordance with the membrane manufacturer's requirements.
2. Join individual sections in accordance with the membrane manufacturer's requirements.
3. Coordinate installation of metal flashing and counter flashing.
4. Manufactured Roof Specialties: Coordinate installation of copings, counter flashing systems, gutters, downspouts, and roof expansion assemblies.

H. Walkways:

1. Install walkways in accordance with the membrane manufacturer's requirements.
2. Provide walkways where indicated on the Drawings.
3. Install walkway pads at roof hatches, access doors, rooftop ladders and all other traffic concentration points regardless of traffic frequency. Provided in areas receiving regular traffic to service rooftop units or where a passageway over the surface is required.
4. Do not install walkways over flashings or field seams until manufacturer's warranty inspection has been completed.

I. Water Cut-Offs:

1. Provide water cut-offs on a daily basis at the completion of work and at the onset of inclement weather.
2. Provide water cut-offs to ensure that water does not flow beneath the completed sections of the new roofing system.
3. Remove water cut-offs prior to the resumption of work.
4. The integrity of the water cut-off is the sole responsibility of the roofing contractor.
5. Any membrane contaminated by the cut-off material shall be cleaned or removed.

3.4 FIELD QUALITY CONTROL

- A. The membrane manufacturer's representative shall provide a comprehensive final inspection after completion of the roof system. All application errors shall be addressed and final punch list completed.

3.5 PROTECTION

- A. Protect installed roofing products from construction operations until completion of project.
- B. Where traffic is anticipated over completed roofing membrane, protect from damage using durable materials that are compatible with membrane.
- C. Repair or replace damaged products after work is completed.

END OF SECTION

TERMS OF SERVICE

The Specification Generator is a program (the "Program") that creates a document that can, and in most cases should, be modified by the specifier to meet the requirements of an individual project.

Duro-Last is not responsible for the accuracy of any document created in full or in part by this Program.

Duro-Last is providing this Program to specifiers without charge to aid in their development of roofing project specifications. The user of any specification created with this Program is solely responsible for its content and accuracy with respect to complying with Duro-Last Roofing specifications, project requirements and all applicable regulatory codes. This Program should not be construed to replace any system design provided by a professional architect or engineer, who remains ultimately responsible for the design integrity and safety of all building components including the applicability of all relevant building codes and regulations.

Duro-Last and its employees and independent sales personnel representing Duro-Last DISCLAIM responsibility for and are not liable for damages (direct or consequential, including but not limited to loss of profits) or damage to buildings or their contents, with respect to the use of this Program and/or any specifications created through its use.



Aspire Interlocking Paver – for Rooftops and Roof Decks

Description:

The Aspire Interlocking Paver System consists of a patented grid and individual pavers are made from recycled materials.

Benefits:

- Authentic – looks like real bricks and pavers
- Lightweight and easy to handle
- Less labor to install
- Durable – crack, scratch and stain resistant
- Low maintenance – no sealer needed
- Sustainable – made from up to 95% post-consumer recycled materials



The patented grid system not only takes less time to install than traditional concrete pavers, it makes creating patterns and designs easier than ever. Choose from five colors, three paver sizes and a variety of patterns for a form and function to fit your project.

Property	Value
Paver Sizes	8"x8", 4"x8", 4"x4"
Grid Size	16"x16"
Combined Height	1.75"
Weight (per unit)	12 lbs. (6.74 lbs./sq. ft.)
Square Feet (per unit)	1.78 sq. ft.
Accessories	Transition Paver Bullnose Paver
Colors	Color Collection Boardwalk, Charcoal, Ivory, Obsidian, and Redwood
Pallet Sizes	
Quantity	180 units (approx. 320 sq. ft.)
Weight	Approx. 2,210 lbs.

Color Collection



Boardwalk



Charcoal



Ivory



Obsidian



Redwood

Specification	Test Method	Result
Fire Classification	ASTM E108-007	Class A
2" Hail Impact	ASTM ANSI FM 4470-22	Pass
Compression Strength	ASTM C140-09 Section 7	3,521 psi
Flexural Modulus	ASTM C140-09	3,842 psi
Water Absorption	ASTM X67 Section 8	4.10%
Freeze-Thaw	ASTM C67 Section 9	Pass: No sign of cracking or disintegration
Freeze-Thaw Cycling	ASTM C67	Pass
Specific Gravity	FSBP Test Method	0.9
Coefficient of Friction with Pull Monitor	ASTM C1028-07	Wet: 0.47 Dry: 0.83
Coefficient of Friction with Pull Monitor	ASTM D2394 Section 33	Wet: 0.73 Dry: 0.52
Chemical Resistance	ASTM F925	No Dulling, color change or surface attack

Specifications are subject to change without notice. For more information, please call Duro-Last® at 800.248.0280.



Aspire for



DURO-LAST
THE WORLD'S BEST ROOF®

ROOFTOP PAVER SOLUTIONS

THE LIGHTWEIGHT, SUSTAINABLE ALTERNATIVE TO PEDESTAL SYSTEMS



Creating Useful, Sustainable Spaces

Creativity in Roofing

Taking roofs to new heights! Business owners, architects and designers are constantly looking for creative ways to harness the untapped potential of underutilized spaces in their buildings. Low-sloped rooftops offer a variety of opportunities to create an appealing atmosphere for customers and tenants to get outside, find solitude or a place to gather with friends and coworkers.

Bring Life to the Roof

Gardens, seating areas, fireplaces and water features create a pleasant parklike setting in the middle of a city or business complex. Hotels and business complexes can create additional revenue by utilizing rooftops for bars, restaurants and events. Apartments and condominiums can create a more inviting and valuable property to attract customers and earn more revenue.





Challenges of Typical Pedestal Systems



Lose The Added Weight

Utilizing roof space also has its challenges. The added weight of a rooftop deck system can put added stress on the building and require design changes to handle the extra load. A typical pedestal system can add 10 to 20 lbs. per square foot.

Rooftop Paver Maintenance

Standard concrete pedestal systems may require adjustments and maintenance over time to maintain their level walking surface. They are also susceptible to chipping and cracking, which may require complete replacement. In some instances, regular sealer applications are necessary to reduce paver staining.



Roof Membranes Under Pavers

When the roof membrane below needs to be accessed for regular maintenance or to repair a leak, it can be difficult and time consuming for the maintenance crew to remove the system, perform repairs and then put the system back properly. A specialized crew may be required to remove and replace the system for the maintenance crew.



Aspire to a Better, Sustainable Solution

There is an alternative solution to a pedestal system — the Aspire Roof Top Paver System. Aspire is a Composite Paver System made from post-consumer recycled materials, primarily rubber tires and plastic containers. Not only does this make a sturdy and long-lasting product, for every 600 square feet of composite pavers, 250 tires and 7,500 plastic containers are diverted from the landfill. So not only are you getting a practical and useful product, you are helping to make a more sustainable planet. Plus, using a paver system made from recycled materials can contribute to LEED points and help your project achieve a higher LEED certification.

Why Aspire Pavers for Commercial Installations?



Faster & Less Labor

The lightweight nature of Aspire pavers makes them easier to handle and install, but the real key to the system is the patented Installation Grid. The grid takes all the guesswork and alignment time out of the installation process. It is designed to both align the pavers and keep them in place. Each paver is placed quickly and easily, saving up to three times the labor of a traditional paver system.



Interlocking Method

The grids themselves do not snap together. They are simply placed side by side. The key to the interlocking system is how the pavers straddle from one grid to another and "interlock" the system together.



Resists Cracking, Scratches and Stains

Concrete and porcelain pavers are hard and can crack, chip or break. Aspire Pavers are more durable and are practically impossible to break or chip. They are scratch resistant, eliminating scuffs from chairs or rooftop furniture. In addition, Aspire Pavers are non-porous, therefore resistant to staining.



Low Maintenance & Easy Roof Access

Not only are Aspire Pavers crack, scratch and stain resistant, they do not require a sealer. Simply wash them off with a garden hose. For tougher stains use a mild cleaner and soft brush. Plus, they are easy for maintenance crews to remove and replace to repair leaks or access the roof for routine maintenance.



Harsh Weather Conditions

Wind Uplift

Unlike roof membranes, rooftop paver systems are not held to the strict testing requirements of roof membranes for wind uplift. They are considered an overburden just like just like ballast or a green roof.

Tropical Conditions

Aspire Pavers have been in use on the rooftop of the Ballaja Barracks in Puerto Rico for more than eight years and have endured several hurricanes without any issues. This is partially because of the system weight of 12 lbs. (6.74 lbs./sq. ft.). Another helpful design element is the individual spacing between pavers. Each paver is 4"x8" and therefore has spacing between each paver which allows air to escape. In pedestal systems, a paver has space under the pavers, as well as a large surface area in which the air can get underneath the paver causing lift.

Testing & Codes



Class A Fire Rating

The Aspire Rooftop Paver System has a Class A Fire Rating and can be used over any Class A commercial roof membrane including EPDM, TPO, PVC, Asphaltic and Liquid-Applied.



Compressive Strength

Aspire Pavers are tough. They have a compressive strength greater than 3,500 psi and are practically impossible to break.



Hail Resistance

Hail has virtually no effect on Aspire Pavers. The Aspire Paver system passes the 2" hail test with no issues.



Slip Resistant

For any walking surface you want a good non-slip surface, especially on a rooftop. Aspire Pavers have an excellent wet and dry coefficient of friction that is much better than typical porcelain pavers.

Endless Design Capabilities

Aspire Pavers allow the building owner to create the look of their dreams. The easy-to-use grid was designed to host a variety of patterns including Basketweave, Herringbone and Running Bond. The use of color further expands the layout opportunities. Patterns and color variations can easily be changed over time to add new life and fun to a rooftop.



Basketweave

Herringbone

Running Bond

Plainweave

Block Lattice

Soldiered

Finishing Touches

Ⓐ \$42,276

Ⓑ \$44,329



Bullnose Border Pavers

The Bullnose Pavers are great for projects where you want to create an elegant border or design detail. These pavers have a radius edge making them perfect for balconies with a railing or on stair treads.



Transition Border Pavers

The Transition Pavers are great for projects where you need to transition from one surface to another. These pavers have a gradual slope making them the perfect finishing touch.



Aspire for



DURO-LAST®
THE WORLD'S BEST ROOF®

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For more information please visit duro-last.com or call 800.248.0280.
Aspire by Brava 915 E. Tyler St. | Washington, IA 52353 | ©2023 Brava Roof Tile

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Aspire Brochure – ORIG: 5.3.23

RESOLUTION NO. 2024-006

BE IT RESOLVED by the City Council of the City of Mountain Brook that the City Council hereby ratifies and approves the internal transfer of funds as follows for the year October 1, 2022 through September 30, 2023:

Ledger Number	Ledger Description	Amount
100-1116-6917	Transfers-Capital (417)	\$3,000,000.00
100-1116-6941	Transfers-Capital (441)	900,000.00
417-3408-4810	Transfers-General Fund	(3,000,000.00)
441-3408-4810	Transfers-General Fund	(900,000.00)

Transfer \$3,900,000 of the 2023 General Operations surplus to a) \$3,000,000 Capital Projects (Fund 417) for future infrastructure and sidewalk projects and b) \$900,000 Capital Projects (Fund 441) for future capital outlay.

ADOPTED: This 8th day of January, 2024.

Council President

APPROVED: This 8th day of January, 2024.

Mayor

CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council at its meeting held on January 8, 2024, as same appears in the minutes of record of said meeting.

City Clerk

RESOLUTION NO. 2024-007

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby accepts the following proposals/quotes submitted by Motorola Solutions, in the forms as attached hereto as Exhibit A, with respect to the video evidence management for the police department.

- Quote 2308687 - \$171,840.00 Cloud storage for in-car video systems (4 year term)
- Quote 2428376 - \$13,900.00 Cloud storage for body worn cameras (4 year term)

ADOPTED: This 8th day of January, 2024.

Council President

APPROVED: This 8th day of January, 2024.

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 January 8, 2024, as same appears in the minutes or record of said meeting.

City Clerk



MOUNTAIN BROOK POLICE DEPT, CITY OF

Mountain Brook Police Department - AL- ELC License 4yrs

08/31/2023

08/31/2023

MOUNTAIN BROOK POLICE DEPT, CITY OF
101 TIBBETT ST
MOUNTAIN BROOK, AL 35213

RE: Motorola Quote for Mountain Brook Police Department - AL- ELC License 4yrs

Dear ,

Motorola Solutions is pleased to present MOUNTAIN BROOK POLICE DEPT, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide MOUNTAIN BROOK POLICE DEPT, CITY OF with the best products and services available in the communications industry. Please direct any questions to Adam Thompson at Lane.Thompson@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Adam Thompson
RSM



QUOTE-2308687
Mountain Brook Police Department -
AL- ELC License 4yrs

Billing Address:
MOUNTAIN BROOK POLICE
DEPT, CITY OF
101 TIBBETT ST
MOUNTAIN BROOK, AL 35213
US

Quote Date:08/31/2023
Expiration Date:11/29/2023
Quote Created By:
Adam Thompson
RSM
Lane.Thompson@
motorolasolutions.com
205.354.8945

End Customer:
MOUNTAIN BROOK POLICE DEPT, CITY
OF

Payment Terms:30 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price
		VideoManager EL & EX: Video Evidence Management				
1	WGC02002	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2 CAMERAS*	48	4 YEAR	\$3,580.00	\$171,840.00

Grand Total

\$171,840.00(USD)



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Pricing Summary

	Sale Price	
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$42,960.00	\$0.00
Year 2 Subscription Fee	\$42,960.00	\$0.00
Year 3 Subscription Fee	\$42,960.00	\$0.00
Year 4 Subscription Fee	\$42,960.00	\$0.00
Grand Total System Price	\$171,840.00	\$0.00

Notes:

- Additional information is required for one or more items on the quote for an order.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.





MOBILE VIDEO SYSTEM ADMINISTRATOR SOLUTION DESCRIPTION

Mobile Video System Administrator service is tailored to meet your specific needs and provides an experienced and knowledgeable technical operations resource to assist with the management of your Mobile Video solution while you focus your attention on meeting your organizational goals.

The role spans across the Mobile Video system by providing assistance and guidance on your video evidence solution as well as your body-worn cameras and in-car video systems, enabling you to upload video evidence quickly and securely. The System Administrator is a qualified and trained technical operations professional with in-depth knowledge of Motorola Mobile Video solutions.

CUSTOMIZABLE DELIVERY

Motorola tailors the System Administrator service to the needs of the customer. The customer has the ability to obtain a full-time on location technician or a remote technician. This allows for flexibility and customization based on the level of support needed to support your system.

Onsite System Administrator

Motorola Onsite System Administrator (OSA) provides customers with a dedicated full-time resource from Motorola global support and managed services organization. This resource is focused on administering and supporting your Mobile Video System to ensure optimum performance and availability. By partnering with the Customer, the OSA will develop an understanding of the customer's specific environment, specific requirements, and customizations. The OSA will act as the interface between Motorola technical support teams to achieve the goals outlined by the Customer.

Time Based System Administrator (Remote Delivery)

The time based / remote system administrator service provides the customer the opportunity to rely on a time-based and dedicated team from Motorola. The resource is available at the Customer's request, to assist with patches, changes, or other issues as they arise within the customers Mobile Video solution. Assistance will be provided via phone, email, or video conference. They are also available proactively to help provide guidance on best practices within your organization.

SUBSCRIPTION SERVICE

The System Administrator service is provided as an annual subscription service and is subject to Motorola's standard terms and conditions and applicable Addenda located at https://www.motorolasolutions.com/en_us/about/legal/video_security_terms.html. In addition to those terms, the Customer acknowledges that the System Administrator Service is an annual subscription that auto-renews annually. If the Customer would like to terminate the Service, they may do so in writing sixty (60) days prior to the upcoming renewal term. In the event the Customer terminates for convenience during the term, Customer acknowledges that no pro-rata refund of any prepaid fees will be provided.





QUOTE-2308687
Mountain Brook Police Department -
AL- ELC License 4yrs



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

MOBILE VIDEO PRODUCTS NEW SYSTEM STATEMENT OF WORK

OVERVIEW

This Statement of Work (SOW) outlines the responsibilities of Motorola Solutions, Inc. (Motorola) and the Customer for the implementation of purchased body-worn camera(s) and/or in-car video system(s) and your digital evidence management solution. For the purpose of this SOW, the term "Motorola" may refer to our affiliates, subcontractors, and third-party partners. The third-party partner(s) will work on Motorola's behalf to install your in-car video system(s).

This SOW addresses the responsibilities of Motorola and the Customer that are relevant to the implementation of the hardware and software components listed in the Solution Description. Any changes or deviations from this SOW must be mutually agreed upon by Motorola and the Customer and will be addressed in accordance with the change provisions of the Agreement. The Customer acknowledges any changes or deviations from the SOW may incur additional cost.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the Project Schedule. Any changes to the Project Schedule must be mutually agreed upon by both parties in accordance with the change provisions of the Contract.

Unless specifically stated, Motorola will perform the work remotely. The Customer will provide Motorola personnel with access to their network and facilities so Motorola is able to fulfill its obligations. All work will be performed during normal business hours (Monday through Friday from 8:00 a.m. to 5:00 p.m.).

The number and type of software subscription licenses, products, or services provided by Motorola and its subcontractors are specifically listed in the Contract and referenced in the SOW.

AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following the Execution of the Contract between Motorola and the Customer. At the conclusion of Project Planning, the Motorola's Project Manager (PM) will begin status meetings and provide status reports on a regular cadence with the Customer's PM. The status report will provide a summary of activities completed, activities planned, project progress against the project schedule, items of concern requiring attention, as well as potential project risks and agreed upon mitigation actions.

Motorola utilizes Google Meet as its teleconference tool. If the Customer desires to use an alternative teleconferencing tool, any costs incurred for the use of the alternate teleconferencing tool will be the responsibility of the Customer.

CJIS INFORMATION

Motorola will provide state of residency and fingerprint cards for any employee requiring physical or logical access to unencrypted NCIC/III or CHRI data so Customer can conduct a criminal background investigation. A criminal background investigation is also required for Motorola employees who need access to Criminal Justice Information Systems (CJIS) containing unencrypted NCIC/III or CHRI data.

If the Customer requires a different method for a Motorola employee to access CJIS, Motorola will work with the Customer to complete this documentation in a timely manner.



COMPLETION CRITERIA

The project is considered complete once Motorola has completed all responsibilities listed in this SOW. Customer's task completion will occur based on the Project Schedule to ensure Motorola is able to complete all tasks without delays. Motorola will not be held liable for project delays due to incomplete Customer tasks.

The Customer must provide Motorola with written notification if they do not accept the completion of Motorola responsibilities. The written notification must be provided to Motorola within ten (10) business days of task completion.

SUBSCRIPTION SERVICE PERIOD

If the contracted system includes a subscription, the subscription service period will begin upon the Customer's receipt of credentials for access. In the absence of written notification for non-acceptance, beneficial use will occur thirty (30) days after functional demonstration of the system.

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

Motorola Project Roles and Responsibilities

The Motorola Project Team will be assigned to the project under the direction of the Motorola's PM. Each team member will be engaged in different phases of the project as necessary. Some team members will be multi-disciplinary and may fulfill more than one role.

In order to maximize effectiveness, the Motorola Project Team will provide various services remotely by teleconference, web-conference, or other remote method in order to fulfill our commitments as outlined in this SOW.

Our experience has shown customers who assume ownership of the system early and take an active role in the delivery and educational process realize user adoption sooner and achieve higher levels of success with system operation.

The subsections below provide an overview of the Project Team Members.

Project Manager (PM)

The PM will be the principal business representative and point of contact for Motorola. The PM's responsibilities may include but are not limited to:

- Manage Motorola responsibilities related to the delivery of the project.
- Maintain the Project Schedule, and manage assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Coordinate schedules of assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Conduct equipment inventory.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Coordinate collaboration of Customer resources to minimize project delays.
- Evaluate project status against Project Schedule.
- Conduct status meetings on mutually agreed upon dates to discuss project status.
- Provide timely responses to Customer inquiries and issues related to project progress.



- Conduct daily status calls with the Customer during Go-Live.

Post Sales Engineer

The Post Sales Engineer will work with the Customer's Project Team on:

- System provisioning.
- Contracted data migration between two disparate digital evidence management systems (if applicable).

System Technologist (ST)

The ST will work with the Customer's Project Team on:

- The installation and configuration of system devices.
- Provide instructions to the Customer on the installation and configuration of system devices.
- Review equipment setup with the Customer.
- Develop and submit a Trip Report to the Customer.

Professional Services Engineer (if applicable)

The Professional Services Engineer is engaged on projects that include integration between Motorola evidence management system and the Customer's third-party software application. Their responsibilities include:

- Delivery of the interface between Motorola evidence management system and the Customer's third-party software (e.g. CAD).
- Work with the Customer to access required systems/data.

Application Specialist (if applicable)

The Application Specialist will work with the Customer Project Team on system provisioning and education. The Application Specialist's responsibilities include but are not limited to:

- Deliver provisioning education and guidance to the Customer for operating and maintaining their system.
- Provide product education as defined by this SOW and described in the Education Plan.

Technical Trainer / Instructor

The Technical Trainer / Instructor provides training on-site or remote depending on the training topic and deployment services purchased.

Customer Support Services Team

The Customer Support Services Team will provide on-going support to the Customer following Go-Live and final acceptance of the project.

Customer Project Roles and Responsibilities

Motorola has defined key resources that are critical to this project and must participate in all the activities defined in this SOW. During the Project Planning phase, the Customer will be required to provide names and contact information for the roles listed below. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Project Team will be engaged from Project Initiation through Beneficial Use of the system. In the event the Customer is unable to provide the resources identified in this section, Motorola may be able to supplement these resources at an additional cost.



Project Manager

The PM will act as the primary point of contact for the duration of the project. In the event the project involves multiple locations, Motorola will work exclusively with the Customer's primary PM. The PM's list of responsibilities include the following:

- Communicate and coordinate with other project participants.
- Manage the Customer Project Team including subcontractors and third-party vendors. This includes timely facilitation of tasks and activities.
- Maintain project communications with the Motorola PM.
- Identify the tasks required of Customer staff that are outlined in this SOW and the Project Schedule.
- Consolidate all project inquiries from Customer staff to present to the Motorola PM.
- Approve a deployment date offered by Motorola.
- Review the Project Schedule with the Motorola PM and finalize tasks, dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor the project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel to work with Motorola staff as needed for the duration of the project, including one or more representatives from the IT department.
- Identify a resource with authority to formally acknowledge and approve milestone recognition certificates, as well as, approve and release payments in a timely manner.
- Provide Motorola personnel with access to all Customer facilities where system equipment is to be installed. Temporary identification cards are to be issued to Motorola personnel, if required for access.
- Ensure remote network connectivity and access for Motorola resources.
- Assume the responsibility for all fees pertaining to licenses, inspections and any delays associated with inspections due to required permits as applicable to this project.
- Provide reasonable care to prevent equipment exposure from contaminants that may cause damage to the equipment or interruption of service.
- Ensure a safe work environment for Motorola personnel.
- Identify and manage project risks.
- Provide signature(s) of Motorola-provided milestone recognition certificate(s) within ten (10) business days of receipt.

IT Support

IT Support manages the technical efforts and ongoing activities of the Customer's system. IT Support will be responsible for managing Customer provisioning and providing Motorola with the required information for LAN, WAN, server and client infrastructure. IT Support must be familiar with connectivity to internal, external and third-party systems where the proposed system will interface.

The IT Support Team responsibilities include but are not limited to:

- Participate in delivery and training activities to understand the software, interfaces and functionality of the system.



- Participate along with Customer Subject Matter Experts (SMEs) during the provisioning process and associated training.
- Authorize global provisioning decisions and be the Point of Contact (POC) for reporting and verifying problems.
- Maintain provisioning.
- Implement changes to Customer infrastructure in support of the proposed system.

Video Management Point of Contact (POC)

The Video Manager POC will educate officers on digital media policy, participate in Discovery tasks, and complete the Video Management Administration training.

Subject Matter Experts (SMEs)

SMEs are a core group of users involved with the analysis, training and provisioning process, including making decisions on global provisioning. The SMEs should be experienced users in their own respective field (evidence, dispatch, patrol, etc.) and should be empowered by the Customer to make decisions based on provisioning, workflows, and department policies related to the proposed system.

Training POC

The Training POC will act as the course facilitator and is considered the Customer's educational monitor. The Training POC will work with the Motorola team when policy and procedural questions arise. They will be responsible for developing any agency specific training material(s) and configuring new users on the Motorola Learning eXperience Portal (LXP) system. This role will serve as the first line of support during Go-Live for the Customer's end users.

General Customer Responsibilities

In addition to the Customer responsibilities listed above, the Customer is responsible for the following (if applicable):

- All Customer-provided equipment, including third-party hardware and software needed for the proposed system but not listed as a Motorola deliverable. Examples include end user workstations, network equipment, etc.
- Configure, test, and maintain third-party system(s) the Customer will interface with the proposed system.
- Establish an Application Programming Interface (API) for applicable third-party system(s) and provide documentation that describes the integration to the Motorola system.
- Coordinate and facilitate communication between Motorola and Customer third-party vendor(s) as required.
- Third-party installers must be certified through Motorola LXP for remote or in person installation training. The Customer will be responsible for work performed by non-certified installers.
- Upgrades to Customer's existing system(s) in order to support the proposed system.
- Mitigate the impact of upgrading Customer third-party system(s) that will integrate with the proposed system. Motorola strongly recommends working with the Motorola Project Team to understand the impact of such upgrades prior to taking action.
- Active participation of Customer SMEs during the course of the project.
- Electronic versions of any documentation associated with business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.



Motorola is not responsible for any delays that arise from Customer's failure to perform the responsibilities outlined in this SOW or delays caused by Customer's third-party vendor(s) or subcontractor(s).

NETWORK AND HARDWARE REQUIREMENTS

The following requirements must be met by the Customer prior to Motorola installing the proposed system:

- Provide network connectivity for the transfer and exchange of data for the proposed system.
- Provide Virtual Private Network (VPN) remote access for Motorola personnel to configure the system and conduct diagnostics.
- Provide Internet access to server(s).
- Provide devices such as workstations, tablets, and smartphones with Internet access for system usage. Chrome is the recommended browser for optimal performance. The workstations must support MS Windows 11 Enterprise.
- Provide and install antivirus software for workstation(s).
- Provide Motorola with administrative rights to Active Directory for the purpose of installation, configuration, and support.
- Provide all environmental conditions such as power, uninterruptible power sources (UPS), HVAC, firewall and network requirements.
- Ensure required traffic is routed through Customer's firewall.

PROJECT PLANNING

A clear understanding of the needs and expectations of Motorola and the Customer is critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of specific information to set clear project expectations and guidelines, as well as lay the foundation for a successful implementation.

PROJECT PLANNING SESSION

A Project Planning Session will be scheduled after the Contract has been executed. The Project Planning Session is an opportunity for the Motorola and Customer PM to meet prior to the Project Kickoff Meeting and review key elements of the project and expectations of each other. Dependent upon solutions purchased, the agenda will typically include:

- A high level review of the following project elements:
 - Contract documents.
 - A summary of contracted applications and equipment as purchased.
 - Customer's involvement in project activities to confirm understanding of scope and required time commitments.
 - A high level Project Schedule with milestones and dates.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or subcontractors.
- Determine Customer location for Motorola to ship their equipment for installation.

Motorola Responsibilities

- Schedule the remote Project Planning Session.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

- Request the assignment of Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Provide the initial Project Schedule.
- Baseline the Project Schedule.
- Review Motorola's delivery approach and its reliance on Customer-provided remote access.
- Document mutually agreed upon Project Kickoff Meeting Agenda.
- Request user information required to establish the Customer in the Motorola LXP.

Customer Responsibilities

- Identify Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Acknowledge the mutually agreed upon Project Kickoff Meeting Agenda.
- Provide approval to proceed with the Project Kickoff Meeting.

Motorola Deliverables

- Project Kickoff Meeting Agenda.

PROJECT KICKOFF

Motorola will work with the Customer to understand the impact of introducing a new solution and the preparedness needed for successful implementation of the solution.

Note – The IT Questionnaire is completed during the pre-sales process and prior to Contract award. The IT Questionnaire is given to Motorola at time of offer acceptance. Delay in completing the IT Questionnaire will delay shipment of equipment.

Motorola Responsibilities

- Review Contract documents including project delivery requirements as described in this SOW.
- Discuss the deployment start date and deliver the Deployment Checklist.
- Discuss vehicle equipment installation activities and responsibilities.
- Discuss equipment inventory process.
- Discuss project team participants and their role(s) in the project with fulfilling the obligations of this SOW.
- Review resource and scheduling requirements.
- Discuss Motorola remote system access requirements (24-hour access to a secured two-way Internet connection through the Customer's firewall for the purposes of deployment and maintenance).
- Discuss and deliver the Business Process Review (BPR) Workbook.
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Discuss the LXP training approach.
- Provide designated Customer administrator with access to LXP.
- Review and agree on completion criteria and the process for transitioning to support.

Customer Responsibilities

- Provide feedback on project delivery requirements.
- Review the Deployment Checklist.
- Review the roles of project participants to identify decision-making authority.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

- Provide VPN access to Motorola personnel to facilitate delivery of services described in this SOW.
- Validate non-disclosure agreements, approvals, and other related items are complete when applicable.
- Provide all documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Provide Motorola with names and contact information to the designated LXP Administrator(s).

Motorola Deliverables

- Project Kickoff Meeting Minutes.
- BPR Workbook.
- Deployment Checklist.

DISCOVERY TELECONFERENCE

During the Discovery Teleconference, Motorola will meet with the Customer to define system configuration, as well as, agency recording and retention policies. This information will be documented in the Business Process Review (BPR) Workbook, which is used as a guide for configuration and provisioning decisions.

Motorola Responsibilities

- Facilitate Discovery Teleconference(s).
- Review and complete BPR Workbook with the Customer.
- Confirm Customer-provided configuration inputs.

Customer Responsibilities

- Gather and review information required to complete the BPR Workbook during the Discovery Teleconference.
- Schedule Customer Project Team and SMEs to attend the Discovery Teleconference. SMEs should be present to weigh-in on hardware, software and network components. Customer attendees should be empowered to convey policies and make modifications to policies as necessary.
- Return completed BPR Workbook no more than five (5) business days after the conclusion of the Discovery Teleconference.

Motorola Deliverables

- Completed BPR Workbook.

PROJECT EXECUTION**EQUIPMENT PROCUREMENT AND INSTALLATION**

Motorola will procure contracted equipment as part of the ordering process. The equipment will be configured with a basic profile in line with the information provided by the IT Questionnaire or Discovery Teleconference to enable installation and configuration of the system. The Customer is responsible for providing an installation environment that meets manufacturer's specifications for the equipment, which includes but is not limited to:

- Power
- Heating/Cooling
- Network Connectivity
- Access and Security
- Conduit and Cabling



If Motorola and/or its subcontractors are responsible for the installation, the responsibilities outlined below will apply to Motorola and the Customer.

Motorola Responsibilities

- Procure contracted equipment and ship to the Customer's designated location.
- Inventory equipment after arrival at Customer location.
- Install backend equipment (server) in the Customer's designated area.
- Conduct a power-on test to validate the installed hardware and software are ready for configuration.
- Verify remote connection to equipment.
- If applicable, for an on-site deployment, Motorola will be responsible for verifying the body-worn camera Transfer Stations are connected to the Customer's network. The Customer is responsible for ensuring Motorola has the correct IP address(es) for configuring the Transfer Stations, and the Customer's network is operational.
- If applicable, install Access Point(s) (APs).
- If applicable, verify APs are properly installed and connected to the network.
- Provide a Trip Report outlining the activities completed during installation.

Customer Responsibilities (if applicable)

- Procure Customer-provided equipment and make it available at the installation location.
- Confirm the server room complies with environmental requirements (i.e. power, uninterruptible power, surge protection, heating/cooling, etc.).
- Verify the server is connected to the Customer's network.
- Provide, install, and maintain antivirus software for server(s) and/or workstation(s).
- Enable outgoing network connection (external firewall) to the CommandCentral cloud by utilizing the Customer's Internet connection.
- If applicable, install Customer-supplied Access Point(s) (APs).
- If applicable, verify APs are properly installed and connected to the network.
- For remote deployments, the Customer is responsible for verifying the body-worn camera Transfer Stations are connected to their network.
- Confirm access to installed software on Customer-provided workstation(s).
- For body-worn cameras, the Customer will verify whether the Transfer Station(s) are connected to their network.

If the Customer and/or its subcontractors are responsible for the installation, the responsibilities outlined below will apply to Motorola and the Customer.

Motorola Deliverables

- Contracted Equipment.
- Equipment Inventory.

In-Car Video System (if applicable)

The Motorola-certified installer will complete the installation of the in-car video (ICV) system(s) in Customer-provided vehicle(s) per Motorola installation guidelines. The installer may also be responsible for installing cellular routers or WiFi radios inside the vehicle(s) for wireless upload of video to the Customer's evidence management system.



Note – The Pricing Page will reflect in-car video installation services by Motorola if Motorola is responsible for the vehicle installations.

Motorola Responsibilities

- Setup server for ICV digital video recorder (DVR) configuration.
- Create configuration USB used to complete ICV hardware installation.
- Travel to the Customer site to conduct on-site installation activities.
- Complete ICV configuration on a single vehicle and validate the configuration with the Customer.
- Receive Customer approval to proceed with remaining ICV configurations.
- Complete remaining contracted vehicle installations.
- Test a subset of completed ICV hardware installations.
- Complete installation of cellular modem and confirm placement of antenna mounting with Customer.
- Install Customer-provided SIM card into cellular modem and connect modem to ICV system.
- Install Car Detector Mobile MDC Software on Customer-provided mobile data terminal (MDT) within the vehicle.
- Configure MDC Network Card.

Customer Responsibilities

- Provide Motorola with remote connection and access credentials to complete ICV hardware installation.
- Notify Motorola of the vehicle installation location.
- Coordinate and schedule date and time for vehicle installation(s).
- Make ICV hardware available to Motorola for installation in accordance with the vehicle installation schedule.
- Provide cellular SIM Card for Internet connectivity to installer at time of vehicle installation.

Motorola Deliverables

- Complete Functional Validation Plan as it applies to the proposed solution.

NOTE - The Customer is responsible for having all vehicles and devices available for installation per the Project Schedule. All cellular data fees and Internet connectivity charges are the responsibility of the Customer. If applicable, for license plate recognition (LPR) installations, an MDT is required for all vehicles. Motorola is not responsible for any delays associated with the Customer fulfilling their obligations per this SOW.

Body Worn Camera Configuration (if applicable)

The Transfer Station will be utilized to configure each body-worn camera according to the Business Process Review. In order for this process to be successfully completed, the Transfer Station must be connected to the evidence management system.

Motorola Responsibilities

- Configure Transfer Station(s) for connectivity to the evidence management system.
- Verify the Transfer Station(s) is configured properly and connected to the network.
- Configure body-worn camera(s) within the evidence management system.
- Check out body-worn camera(s) and create a test recording.
- Verify completion of upload from body-worn camera(s) after it is docked back in a Transfer Station or USB dock.



- Install and provide a demonstration of client software as part of the same on-site engagement as Go-Live, unless otherwise outlined in this SOW.

Customer Responsibilities

- Select physical location(s) for Transfer Station(s).
- Provide and install workstation hardware.
- Complete installation of client software on remaining workstations and mobile devices.
- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.

If the body-worn camera(s) and Transfer Station(s) are part of a remote deployment, the following responsibilities will apply to Motorola and the Customer.

License Plate Recognition Commissioning (if applicable)

This section highlights the responsibilities of Motorola and the Customer when an in-car video system interfaces with the Law Enforcement Archival Report Network (LEARN or PlateSearch) database.

Motorola Responsibilities

- Create a Customer account in the LEARN system with user(s) emails.
- Verify the Customer has installed and launched the Vigilant Car Detector Mobile Software per the Vigilant LEARN Quickstart Guide.
- Provide Mobile LPR - Officer Safety Basic and Advanced Pre-Installation Checklist.
- Provide Agency Manager with Training Materials and Car Detector Mobile MDC software installation guide.
- Advise Agency Manager of different options available to add new users.
- Confirm Agency Manager is aware of registration required for Hotlists.
- Confirm Agency Manager understands how to set up data-sharing.

Customer Responsibilities

- Identify the Agency Manager.
- Register to receive access to Hotlist.

SOFTWARE INSTALLATION AND CONFIGURATION

Motorola will install VideoManager Evidence Library (EL) software on a specified number of workstations dictated by the Contract. The Customer will be responsible for installing the software on the remaining workstations. Provisioning of VideoManager EL software will be done in accordance with the information contained in the BPR Workbook.

Installation of VideoManager EL software consists of the following activities:

- If applicable, delivery and installation of server hardware.
- Network discovery.
- Operating system and software installation.
- Onboarding user / group identity set up.
- Provide access to the application.



VideoManager EL (if applicable)

The VideoManager EL software is an on-premise solution that requires an onsite server and supports both body worn cameras and in-car video systems.

Motorola Responsibilities

- Install software on a specified number of customer workstations / mobile devices.
- Use information provided in the BPR Workbook to configure VideoManager EL software.
- Test software using applicable portions of the Functional Validation Plan.
- Provide instruction on client software USB utility.

Customer Responsibilities

- Provide a network environment that conforms to the requirements presented in the Solution Description.
- Procure and install server and storage hardware at desired location in accordance with Solution Description requirements.
- Perform a power on test with Motorola.
- Provide assigned Motorola System Administrator with access to SQL database for installation purposes (Motorola's access will be revoked upon conclusion of the installation).
- If applicable, for Active Directory integration, provide domain user (service account), security group (for application administrators including service account), and domain read access.
- Provide workstation and/or mobile device hardware in accordance with specifications listed in the Solution Description.
- Complete online training.
- Complete installation of client software on remaining workstations and/or mobile devices.

VideoManager ELC (if applicable)

VideoManager ELC software is a cloud solution that does not require an onsite server and supports both body-worn cameras and in-car video systems.

Motorola Responsibilities

- Use information provided in BPR Workbook to configure VideoManager ELC software.
- Create users, groups, and setup permissions.
- Create event categories.
- Set retention policies.
- Test software using applicable portions of the Functional Validation Plan.
- Ensure training POC can access the system.

Customer Responsibilities

- Verify traffic can be routed through Customer's firewall and reaches end user workstations.

CloudConnect Installation and Configuration**Motorola Responsibilities**

- Verify remote access capability.
- Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
- Configure network connectivity and test connection to the CloudConnect Virtual Machine.



- Provide Customer with the information for setting up the IPSEC tunnel.
- Create an IPSEC tunnel.

Customer Responsibilities

- Provide Motorola with two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP to the components.
- Confirm with Motorola the network performance requirements are met.
- Configure firewall to allow traffic from IPSEC tunnel.

Completion Criteria

- CloudConnect Virtual Machine configuration is complete.

CommandCentral Evidence (if applicable)

Motorola will work with the Customer to determine best industry practices, current operations environment, and subsystem integration to ensure the optimal configuration of your CommandCentral Evidence solution.

Motorola Responsibilities

- Use the CommandCentral Admin Portal to provision users, groups, and rules based on Customer Active Directory data.
- Guide the Customer in the configuration of CommandCentral Evidence.

Customer Responsibilities

- Supply access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Evidence provisioning.
- Respond to Motorola's inquiries regarding users, groups and agency mapping to CommandCentral Evidence.
- Provision policies, procedures, and user permissions.
- Configure evidence as directed by Motorola.

DATA MIGRATION SERVICES (IF APPLICABLE)

The Customer is responsible for partitioning data to be converted from a legacy or on-prem evidence management system to an on-cloud solution as part of this offer. The Customer will have ten (10) business days to provide feedback after Motorola validates the migrated data. If feedback is not received on or before ten (10) business days, Motorola will assume the migration is complete.

Motorola Responsibilities

- Receive access to Customer video data.
- Perform contracted data migration and validation.

Customer Responsibilities

- Provide remote access to partitioned data to be migrated.
- Validate migrated dataset and provide Motorola with feedback within ten (10) business days.

Completion Criteria

- A migrated dataset as defined in the Contract.



DEMS INTEGRATIONS AND THIRD-PARTY INTERFACES (IF APPLICABLE)

The integration between Motorola's evidence management system and the Customer's third-party system may consist of an iterative series of activities depending upon the complexity with accessing the third-party system. Interfaces will be installed and configured in accordance with the Project Schedule. The Customer is responsible for engaging third-party vendors as required to facilitate connectivity and testing of the interface(s).

Motorola Responsibilities

- Develop interface(s) in accordance with the Solution Description.
- Establish and validate connectivity between Motorola and third-party systems.
- Configure interface(s) to support the functionality described in the Solution Description.
- Perform functional demonstration to confirm the interface(s) can transmit and receive data to the applicable system.

Customer Responsibilities

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the evidence management system.
- Provide personnel authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between evidence management system and the third-party system(s).
- Provide information on API, SDKs, data scheme, and any documentation necessary to establish interfaces with all local and remote systems. This information should be provided within 10 business days of the Interface Engagement Meeting.

NOTE - At the time of initial design, unknown circumstances, requirements or anomalies may present difficulties with interfacing Motorola products to a third-party application. These difficulties could result in a poorly performing or a non-functional interface. By providing Motorola with this information early in the deployment process, will put us in the best position to mitigate these potential issues. If the resolution requires additional third-party integration, application upgrades, APIs, and/or additional software licenses, the Customer is responsible for addressing these issues at their cost. Motorola is not responsible for any delays or costs associated with third-party applications or Customer-provided third-party hardware or software.

SYSTEM TRAINING

The objective of this section is to prepare for and deliver training. Motorola training consists of computer-based (online) and instructor-led (on-site or remote). Our training delivery methods will vary depending on course content. Training will be delivered in accordance with the Education Plan. As part of our training delivery, Motorola will provide user guides and training materials in an electronic format.

ONLINE TRAINING (IF APPLICABLE)

Online training is made available to the Customer through Motorola's LXP. This subscription service provides customers with unlimited access to our online training content and provides users with the flexibility of learning the content at their own pace. Training content is added and updated on a regular basis to keep information current.

Through LXP, a list of available online training courses, Motorola User Guides, and Training Material are accessible in electronic format.



Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of LXP for the Customer.
- Configure a Customer-specific portal view.
- Organize content to align with the Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During on boarding, assist the Customer with LXP usage.
- Create and maintain user role Learning Paths defined by the Customer.
- Provide technical support for user account and access issues, LXP functionality, and Motorola managed content.
- Provide instruction to Customer LXP Administrator on building groups.

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Complete LXP Administrator training.
- Ensure network and Internet connectivity for Customer access to LXP.
- Customer's primary LXP Administrator is required to complete the following self-paced training: LXP Introduction (LXP0001), LXP Primary Site Administrator Overview (LXP0002), and LXP Group Administrator Overview (LXP0003).
- Advise users on the availability of training through LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Build groups as needed.
- Request additional subscriptions to access LXP by providing user credential information.

INSTRUCTOR-LED TRAINING (ON-SITE AND REMOTE, IF APPLICABLE)

Instructor-led courses are based on products purchased and the Customer's Education Plan.

Motorola Responsibilities

- Deliver User Guides and training materials in an electronic format.
- Perform training in accordance with the Education Plan.
- Provide the Customer with training attendance rosters and summarize any pertinent information that may impact end user training.

Customer Responsibilities

- Supply classroom(s) based on the requirements listed in the Education Plan.
- Designate training representatives who will work with the Motorola trainer(s) to deliver the training content.
- Facilitate training of all Customer end users in accordance with the Customer's Education Plan.

Motorola Deliverables

- Electronic versions of User Guides and training materials.
- Attendance rosters.



PROJECT GO-LIVE, CLOSURE, AND HANDOVER TO SUPPORT

Motorola will utilize the Deployment Checklist throughout the deployment process to verify features and functionality are in line with installation and configuration requirements. The Customer will witness the ST demonstrating the Deployment Checklist and provide feedback as features and functionality are demonstrated. The Customer is considered Live on the system after the equipment has been installed, configured, and made available for use and training has been delivered or made available to the Customer.

Upon the conclusion of Go-Live, the project is prepared for closure. Project closure is defined as the completion of tasks and the Customer's receipt of contracted components. The Deployment Checklist serves as the artifact that memorializes a project closure. A System Acceptance Certificate will be provided to the Customer for signature to formally close out the project. Upon project closure, the Customer will engage with Technical Support for on-going needs in accordance with the Customer's specific terms and conditions of support.

Motorola Responsibilities

- Provide the Customer with Motorola Technical Support engagement process and contact information.
- Provide Technical Support with the contact information of Customer users who are authorized to engage Technical Support.
- Ensure Deployment Checklist is complete.
- Obtain Customer signature on the System Acceptance Certificate.
- Provide Customer survey upon closure of the project.

Customer Responsibilities

- Provide signatory approval on the System Acceptance Certificate signifying project closure.
- Provide Motorola with the contact information of users who are authorized to engage Motorola's Technical Support.
- Engage Technical Support as needed.

Motorola Completion Criteria

Provide Customer with survey upon closure of the project.



Motorola Solutions, Inc.
Lane Thompson
Date 12/12/2023

Re: QUOTE-2308687

Agency: MOUNTAIN BROOK POLICE DEPT, CITY OF

Total Cost: 171840.00

Contract Reference: Mountain Brook Police Department - AL- ELC Li

Please be advised that the MOUNTAIN BROOK POLICE DEPT, CITY OF will purchase the goods and/or services offered in your Quote QUOTE-2308687 dated 8/31/2023 9:32 AM. This constitutes a purchase pursuant to the terms of the specified contract below, including any applicable addenda. Terms are NET 30 unless otherwise agreed upon.

Specified Contract: Master Customer Agreement and attached addenda, signed concurrently herewith.

Agency affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, and acknowledges that pursuant to , the funds for this purchase has been authorized. Customer agrees to appropriate funding in accordance with the contract.

Invoices shall be according to the milestone schedule included in the quote and services agreement, should reference 'QUOTE-2308687 ' and be sent to:

MOUNTAIN BROOK POLICE DEPT, CITY OF
Attn:

The equipment will be shipped to the customer at the following address, and the ultimate destination where the equipment will be delivered to the customer is:

MOUNTAIN BROOK POLICE DEPT, CITY OF
Attn:

Sincerely,

Signature:

Name:

Title:

Email:

Signature:

Email: lane.thompson@motorolasolutions.com



MOUNTAIN BROOK POLICE DEPT, CITY OF

Mountain Brook -AL- (5) ELC 4yr License

11/22/2023

11/22/2023

MOUNTAIN BROOK POLICE DEPT, CITY OF
101 TIBBETT ST
MOUNTAIN BROOK, AL 35213

RE: Motorola Quote for Mountain Brook -AL- (5) ELC 4yr License
Dear Jason Rhodes,

Motorola Solutions is pleased to present MOUNTAIN BROOK POLICE DEPT, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide MOUNTAIN BROOK POLICE DEPT, CITY OF with the best products and services available in the communications industry. Please direct any questions to Adam Thompson at Lane.Thompson@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Adam Thompson
RSM



MOTOROLA SOLUTIONS

QUOTE-2428376
Mountain Brook -AL- (5) ELC 4yr
License

Billing Address:
MOUNTAIN BROOK POLICE
DEPT, CITY OF
101 TIBBETT ST
MOUNTAIN BROOK, AL 35213
US

Quote Date:11/22/2023
Expiration Date:02/20/2024
Quote Created By:
Adam Thompson
RSM
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motorolasolutions.com
205.354.8945

End Customer:
MOUNTAIN BROOK POLICE DEPT, CITY
OF
Jason Rhodes

Payment Terms:30 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price
	VideoManager EL & EX: Video Evidence Management					
1	WGC02001	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA*	5	4 YEAR	\$2,780.00	\$13,900.00
Grand Total					\$13,900.00(USD)	



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Pricing Summary

	Sale Price	
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$3,475.00	\$0.00
Year 2 Subscription Fee	\$3,475.00	\$0.00
Year 3 Subscription Fee	\$3,475.00	\$0.00
Year 4 Subscription Fee	\$3,475.00	\$0.00
Grand Total System Price	\$13,900.00	\$0.00

Notes:

- Additional information is required for one or more items on the quote for an order.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.





MOBILE VIDEO SYSTEM ADMINISTRATOR SOLUTION DESCRIPTION

Mobile Video System Administrator service is tailored to meet your specific needs and provides an experienced and knowledgeable technical operations resource to assist with the management of your Mobile Video solution while you focus your attention on meeting your organizational goals.

The role spans across the Mobile Video system by providing assistance and guidance on your video evidence solution as well as your body-worn cameras and in-car video systems, enabling you to upload video evidence quickly and securely. The System Administrator is a qualified and trained technical operations professional with in-depth knowledge of Motorola Mobile Video solutions.

CUSTOMIZABLE DELIVERY

Motorola tailors the System Administrator service to the needs of the customer. The customer has the ability to obtain a full-time on location technician or a remote technician. This allows for flexibility and customization based on the level of support needed to support your system.

Onsite System Administrator

Motorola Onsite System Administrator (OSA) provides customers with a dedicated full-time resource from Motorola global support and managed services organization. This resource is focused on administering and supporting your Mobile Video System to ensure optimum performance and availability. By partnering with the Customer, the OSA will develop an understanding of the customer's specific environment, specific requirements, and customizations. The OSA will act as the interface between Motorola technical support teams to achieve the goals outlined by the Customer.

Time Based System Administrator (Remote Delivery)

The time based / remote system administrator service provides the customer the opportunity to rely on a time-based and dedicated team from Motorola. The resource is available at the Customer's request, to assist with patches, changes, or other issues as they arise within the customers Mobile Video solution. Assistance will be provided via phone, email, or video conference. They are also available proactively to help provide guidance on best practices within your organization.

SUBSCRIPTION SERVICE

The System Administrator service is provided as an annual subscription service and is subject to Motorola's standard terms and conditions and applicable Addenda located at https://www.motorolasolutions.com/en_us/about/legal/video_security_terms.html. In addition to those terms, the Customer acknowledges that the System Administrator Service is an annual subscription that auto-renews annually. If the Customer would like to terminate the Service, they may do so in writing sixty (60) days prior to the upcoming renewal term. In the event the Customer terminates for convenience during the term, Customer acknowledges that no pro-rata refund of any prepaid fees will be provided.





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MOBILE VIDEO PRODUCTS NEW SYSTEM STATEMENT OF WORK

OVERVIEW

This Statement of Work (SOW) outlines the responsibilities of Motorola Solutions, Inc. (Motorola) and the Customer for the implementation of purchased body-worn camera(s) and/or in-car video system(s) and your digital evidence management solution. For the purpose of this SOW, the term "Motorola" may refer to our affiliates, subcontractors, and third-party partners. The third-party partner(s) will work on Motorola's behalf to install your in-car video system(s).

This SOW addresses the responsibilities of Motorola and the Customer that are relevant to the implementation of the hardware and software components listed in the Solution Description. Any changes or deviations from this SOW must be mutually agreed upon by Motorola and the Customer and will be addressed in accordance with the change provisions of the Agreement. The Customer acknowledges any changes or deviations from the SOW may incur additional cost.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the Project Schedule. Any changes to the Project Schedule must be mutually agreed upon by both parties in accordance with the change provisions of the Contract.

Unless specifically stated, Motorola will perform the work remotely. The Customer will provide Motorola personnel with access to their network and facilities so Motorola is able to fulfill its obligations. All work will be performed during normal business hours (Monday through Friday from 8:00 a.m. to 5:00 p.m.).

The number and type of software subscription licenses, products, or services provided by Motorola and its subcontractors are specifically listed in the Contract and referenced in the SOW.

AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following the Execution of the Contract between Motorola and the Customer. At the conclusion of Project Planning, the Motorola's Project Manager (PM) will begin status meetings and provide status reports on a regular cadence with the Customer's PM. The status report will provide a summary of activities completed, activities planned, project progress against the project schedule, items of concern requiring attention, as well as potential project risks and agreed upon mitigation actions.

Motorola utilizes Google Meet as its teleconference tool. If the Customer desires to use an alternative teleconferencing tool, any costs incurred for the use of the alternate teleconferencing tool will be the responsibility of the Customer.

CJIS INFORMATION

Motorola will provide state of residency and fingerprint cards for any employee requiring physical or logical access to unencrypted NCIC/III or CHRI data so Customer can conduct a criminal background investigation. A criminal background investigation is also required for Motorola employees who need access to Criminal Justice Information Systems (CJIS) containing unencrypted NCIC/III or CHRI data.

If the Customer requires a different method for a Motorola employee to access CJIS, Motorola will work with the Customer to complete this documentation in a timely manner.



COMPLETION CRITERIA

The project is considered complete once Motorola has completed all responsibilities listed in this SOW. Customer's task completion will occur based on the Project Schedule to ensure Motorola is able to complete all tasks without delays. Motorola will not be held liable for project delays due to incomplete Customer tasks.

The Customer must provide Motorola with written notification if they do not accept the completion of Motorola responsibilities. The written notification must be provided to Motorola within ten (10) business days of task completion.

SUBSCRIPTION SERVICE PERIOD

If the contracted system includes a subscription, the subscription service period will begin upon the Customer's receipt of credentials for access. In the absence of written notification for non-acceptance, beneficial use will occur thirty (30) days after functional demonstration of the system.

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

Motorola Project Roles and Responsibilities

The Motorola Project Team will be assigned to the project under the direction of the Motorola's PM. Each team member will be engaged in different phases of the project as necessary. Some team members will be multi-disciplinary and may fulfill more than one role.

In order to maximize effectiveness, the Motorola Project Team will provide various services remotely by teleconference, web-conference, or other remote method in order to fulfill our commitments as outlined in this SOW.

Our experience has shown customers who assume ownership of the system early and take an active role in the delivery and educational process realize user adoption sooner and achieve higher levels of success with system operation.

The subsections below provide an overview of the Project Team Members.

Project Manager (PM)

The PM will be the principal business representative and point of contact for Motorola. The PM's responsibilities may include but are not limited to:

- Manage Motorola responsibilities related to the delivery of the project.
- Maintain the Project Schedule, and manage assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Coordinate schedules of assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Conduct equipment inventory.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Coordinate collaboration of Customer resources to minimize project delays.
- Evaluate project status against Project Schedule.
- Conduct status meetings on mutually agreed upon dates to discuss project status.
- Provide timely responses to Customer inquiries and issues related to project progress.



- Conduct daily status calls with the Customer during Go-Live.

Post Sales Engineer

The Post Sales Engineer will work with the Customer's Project Team on:

- System provisioning.
- Contracted data migration between two disparate digital evidence management systems (if applicable).

System Technologist (ST)

The ST will work with the Customer's Project Team on:

- The installation and configuration of system devices.
- Provide instructions to the Customer on the installation and configuration of system devices.
- Review equipment setup with the Customer.
- Develop and submit a Trip Report to the Customer.

Professional Services Engineer (if applicable)

The Professional Services Engineer is engaged on projects that include integration between Motorola evidence management system and the Customer's third-party software application. Their responsibilities include:

- Delivery of the interface between Motorola evidence management system and the Customer's third-party software (e.g. CAD).
- Work with the Customer to access required systems/data.

Application Specialist (if applicable)

The Application Specialist will work with the Customer Project Team on system provisioning and education. The Application Specialist's responsibilities include but are not limited to:

- Deliver provisioning education and guidance to the Customer for operating and maintaining their system.
- Provide product education as defined by this SOW and described in the Education Plan.

Technical Trainer / Instructor

The Technical Trainer / Instructor provides training on-site or remote depending on the training topic and deployment services purchased.

Customer Support Services Team

The Customer Support Services Team will provide on-going support to the Customer following Go-Live and final acceptance of the project.

Customer Project Roles and Responsibilities

Motorola has defined key resources that are critical to this project and must participate in all the activities defined in this SOW. During the Project Planning phase, the Customer will be required to provide names and contact information for the roles listed below. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Project Team will be engaged from Project Initiation through Beneficial Use of the system. In the event the Customer is unable to provide the resources identified in this section, Motorola may be able to supplement these resources at an additional cost.



Project Manager

The PM will act as the primary point of contact for the duration of the project. In the event the project involves multiple locations, Motorola will work exclusively with the Customer's primary PM. The PM's list of responsibilities include the following:

- Communicate and coordinate with other project participants.
- Manage the Customer Project Team including subcontractors and third-party vendors. This includes timely facilitation of tasks and activities.
- Maintain project communications with the Motorola PM.
- Identify the tasks required of Customer staff that are outlined in this SOW and the Project Schedule.
- Consolidate all project inquiries from Customer staff to present to the Motorola PM.
- Approve a deployment date offered by Motorola.
- Review the Project Schedule with the Motorola PM and finalize tasks, dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor the project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel to work with Motorola staff as needed for the duration of the project, including one or more representatives from the IT department.
- Identify a resource with authority to formally acknowledge and approve milestone recognition certificates, as well as, approve and release payments in a timely manner.
- Provide Motorola personnel with access to all Customer facilities where system equipment is to be installed. Temporary identification cards are to be issued to Motorola personnel, if required for access.
- Ensure remote network connectivity and access for Motorola resources.
- Assume the responsibility for all fees pertaining to licenses, inspections and any delays associated with inspections due to required permits as applicable to this project.
- Provide reasonable care to prevent equipment exposure from contaminants that may cause damage to the equipment or interruption of service.
- Ensure a safe work environment for Motorola personnel.
- Identify and manage project risks.
- Provide signature(s) of Motorola-provided milestone recognition certificate(s) within ten (10) business days of receipt.

IT Support

IT Support manages the technical efforts and ongoing activities of the Customer's system. IT Support will be responsible for managing Customer provisioning and providing Motorola with the required information for LAN, WAN, server and client infrastructure. IT Support must be familiar with connectivity to internal, external and third-party systems where the proposed system will interface.

The IT Support Team responsibilities include but are not limited to:

- Participate in delivery and training activities to understand the software, interfaces and functionality of the system.



- Participate along with Customer Subject Matter Experts (SMEs) during the provisioning process and associated training.
- Authorize global provisioning decisions and be the Point of Contact (POC) for reporting and verifying problems.
- Maintain provisioning.
- Implement changes to Customer infrastructure in support of the proposed system.

Video Management Point of Contact (POC)

The Video Manager POC will educate officers on digital media policy, participate in Discovery tasks, and complete the Video Management Administration training.

Subject Matter Experts (SMEs)

SMEs are a core group of users involved with the analysis, training and provisioning process, including making decisions on global provisioning. The SMEs should be experienced users in their own respective field (evidence, dispatch, patrol, etc.) and should be empowered by the Customer to make decisions based on provisioning, workflows, and department policies related to the proposed system.

Training POC

The Training POC will act as the course facilitator and is considered the Customer's educational monitor. The Training POC will work with the Motorola team when policy and procedural questions arise. They will be responsible for developing any agency specific training material(s) and configuring new users on the Motorola Learning eXperience Portal (LXP) system. This role will serve as the first line of support during Go-Live for the Customer's end users.

General Customer Responsibilities

In addition to the Customer responsibilities listed above, the Customer is responsible for the following (if applicable):

- All Customer-provided equipment, including third-party hardware and software needed for the proposed system but not listed as a Motorola deliverable. Examples include end user workstations, network equipment, etc.
- Configure, test, and maintain third-party system(s) the Customer will interface with the proposed system.
- Establish an Application Programming Interface (API) for applicable third-party system(s) and provide documentation that describes the integration to the Motorola system.
- Coordinate and facilitate communication between Motorola and Customer third-party vendor(s) as required.
- Third-party installers must be certified through Motorola LXP for remote or in person installation training. The Customer will be responsible for work performed by non-certified installers.
- Upgrades to Customer's existing system(s) in order to support the proposed system.
- Mitigate the impact of upgrading Customer third-party system(s) that will integrate with the proposed system. Motorola strongly recommends working with the Motorola Project Team to understand the impact of such upgrades prior to taking action.
- Active participation of Customer SMEs during the course of the project.
- Electronic versions of any documentation associated with business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.



Motorola is not responsible for any delays that arise from Customer's failure to perform the responsibilities outlined in this SOW or delays caused by Customer's third-party vendor(s) or subcontractor(s).

NETWORK AND HARDWARE REQUIREMENTS

The following requirements must be met by the Customer prior to Motorola installing the proposed system:

- Provide network connectivity for the transfer and exchange of data for the proposed system.
- Provide Virtual Private Network (VPN) remote access for Motorola personnel to configure the system and conduct diagnostics.
- Provide Internet access to server(s).
- Provide devices such as workstations, tablets, and smartphones with Internet access for system usage. Chrome is the recommended browser for optimal performance. The workstations must support MS Windows 11 Enterprise.
- Provide and install antivirus software for workstation(s).
- Provide Motorola with administrative rights to Active Directory for the purpose of installation, configuration, and support.
- Provide all environmental conditions such as power, uninterruptible power sources (UPS), HVAC, firewall and network requirements.
- Ensure required traffic is routed through Customer's firewall.

PROJECT PLANNING

A clear understanding of the needs and expectations of Motorola and the Customer is critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of specific information to set clear project expectations and guidelines, as well as lay the foundation for a successful implementation.

PROJECT PLANNING SESSION

A Project Planning Session will be scheduled after the Contract has been executed. The Project Planning Session is an opportunity for the Motorola and Customer PM to meet prior to the Project Kickoff Meeting and review key elements of the project and expectations of each other. Dependent upon solutions purchased, the agenda will typically include:

- A high level review of the following project elements:
 - Contract documents.
 - A summary of contracted applications and equipment as purchased.
 - Customer's involvement in project activities to confirm understanding of scope and required time commitments.
 - A high level Project Schedule with milestones and dates.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or subcontractors.
- Determine Customer location for Motorola to ship their equipment for installation.

Motorola Responsibilities

- Schedule the remote Project Planning Session.



- Request the assignment of Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Provide the initial Project Schedule.
- Baseline the Project Schedule.
- Review Motorola's delivery approach and its reliance on Customer-provided remote access.
- Document mutually agreed upon Project Kickoff Meeting Agenda.
- Request user information required to establish the Customer in the Motorola LXP.

Customer Responsibilities

- Identify Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Acknowledge the mutually agreed upon Project Kickoff Meeting Agenda.
- Provide approval to proceed with the Project Kickoff Meeting.

Motorola Deliverables

- Project Kickoff Meeting Agenda.

PROJECT KICKOFF

Motorola will work with the Customer to understand the impact of introducing a new solution and the preparedness needed for successful implementation of the solution.

Note – The IT Questionnaire is completed during the pre-sales process and prior to Contract award. The IT Questionnaire is given to Motorola at time of offer acceptance. Delay in completing the IT Questionnaire will delay shipment of equipment.

Motorola Responsibilities

- Review Contract documents including project delivery requirements as described in this SOW.
- Discuss the deployment start date and deliver the Deployment Checklist.
- Discuss vehicle equipment installation activities and responsibilities.
- Discuss equipment inventory process.
- Discuss project team participants and their role(s) in the project with fulfilling the obligations of this SOW.
- Review resource and scheduling requirements.
- Discuss Motorola remote system access requirements (24-hour access to a secured two-way Internet connection through the Customer's firewall for the purposes of deployment and maintenance).
- Discuss and deliver the Business Process Review (BPR) Workbook.
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Discuss the LXP training approach.
- Provide designated Customer administrator with access to LXP.
- Review and agree on completion criteria and the process for transitioning to support.

Customer Responsibilities

- Provide feedback on project delivery requirements.
- Review the Deployment Checklist.
- Review the roles of project participants to identify decision-making authority.



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- Provide VPN access to Motorola personnel to facilitate delivery of services described in this SOW.
- Validate non-disclosure agreements, approvals, and other related items are complete when applicable.
- Provide all documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Provide Motorola with names and contact information to the designated LXP Administrator(s).

Motorola Deliverables

- Project Kickoff Meeting Minutes.
- BPR Workbook.
- Deployment Checklist.

DISCOVERY TELECONFERENCE

During the Discovery Teleconference, Motorola will meet with the Customer to define system configuration, as well as, agency recording and retention policies. This information will be documented in the Business Process Review (BPR) Workbook, which is used as a guide for configuration and provisioning decisions.

Motorola Responsibilities

- Facilitate Discovery Teleconference(s).
- Review and complete BPR Workbook with the Customer.
- Confirm Customer-provided configuration inputs.

Customer Responsibilities

- Gather and review information required to complete the BPR Workbook during the Discovery Teleconference.
- Schedule Customer Project Team and SMEs to attend the Discovery Teleconference. SMEs should be present to weigh-in on hardware, software and network components. Customer attendees should be empowered to convey policies and make modifications to policies as necessary.
- Return completed BPR Workbook no more than five (5) business days after the conclusion of the Discovery Teleconference.

Motorola Deliverables

- Completed BPR Workbook.

PROJECT EXECUTION**EQUIPMENT PROCUREMENT AND INSTALLATION**

Motorola will procure contracted equipment as part of the ordering process. The equipment will be configured with a basic profile in line with the information provided by the IT Questionnaire or Discovery Teleconference to enable installation and configuration of the system. The Customer is responsible for providing an installation environment that meets manufacturer's specifications for the equipment, which includes but is not limited to:

- Power
- Heating/Cooling
- Network Connectivity
- Access and Security
- Conduit and Cabling



If Motorola and/or its subcontractors are responsible for the installation, the responsibilities outlined below will apply to Motorola and the Customer.

Motorola Responsibilities

- Procure contracted equipment and ship to the Customer's designated location.
- Inventory equipment after arrival at Customer location.
- Install backend equipment (server) in the Customer's designated area.
- Conduct a power-on test to validate the installed hardware and software are ready for configuration.
- Verify remote connection to equipment.
- If applicable, for an on-site deployment, Motorola will be responsible for verifying the body-worn camera Transfer Stations are connected to the Customer's network. The Customer is responsible for ensuring Motorola has the correct IP address(es) for configuring the Transfer Stations, and the Customer's network is operational.
- If applicable, install Access Point(s) (APs).
- If applicable, verify APs are properly installed and connected to the network.
- Provide a Trip Report outlining the activities completed during installation.

Customer Responsibilities (if applicable)

- Procure Customer-provided equipment and make it available at the installation location.
- Confirm the server room complies with environmental requirements (i.e. power, uninterruptible power, surge protection, heating/cooling, etc.).
- Verify the server is connected to the Customer's network.
- Provide, install, and maintain antivirus software for server(s) and/or workstation(s).
- Enable outgoing network connection (external firewall) to the CommandCentral cloud by utilizing the Customer's Internet connection.
- If applicable, install Customer-supplied Access Point(s) (APs).
- If applicable, verify APs are properly installed and connected to the network.
- For remote deployments, the Customer is responsible for verifying the body-worn camera Transfer Stations are connected to their network.
- Confirm access to installed software on Customer-provided workstation(s).
- For body-worn cameras, the Customer will verify whether the Transfer Station(s) are connected to their network.

If the Customer and/or its subcontractors are responsible for the installation, the responsibilities outlined below will apply to Motorola and the Customer.

Motorola Deliverables

- Contracted Equipment.
- Equipment Inventory.

In-Car Video System (if applicable)

The Motorola-certified installer will complete the installation of the in-car video (ICV) system(s) in Customer-provided vehicle(s) per Motorola installation guidelines. The installer may also be responsible for installing cellular routers or WiFi radios inside the vehicle(s) for wireless upload of video to the Customer's evidence management system.



Note – The Pricing Page will reflect in-car video installation services by Motorola if Motorola is responsible for the vehicle installations.

Motorola Responsibilities

- Setup server for ICV digital video recorder (DVR) configuration.
- Create configuration USB used to complete ICV hardware installation.
- Travel to the Customer site to conduct on-site installation activities.
- Complete ICV configuration on a single vehicle and validate the configuration with the Customer.
- Receive Customer approval to proceed with remaining ICV configurations.
- Complete remaining contracted vehicle installations.
- Test a subset of completed ICV hardware installations.
- Complete installation of cellular modem and confirm placement of antenna mounting with Customer.
- Install Customer-provided SIM card into cellular modem and connect modem to ICV system.
- Install Car Detector Mobile MDC Software on Customer-provided mobile data terminal (MDT) within the vehicle.
- Configure MDC Network Card.

Customer Responsibilities

- Provide Motorola with remote connection and access credentials to complete ICV hardware installation.
- Notify Motorola of the vehicle installation location.
- Coordinate and schedule date and time for vehicle installation(s).
- Make ICV hardware available to Motorola for installation in accordance with the vehicle installation schedule.
- Provide cellular SIM Card for Internet connectivity to installer at time of vehicle installation.

Motorola Deliverables

- Complete Functional Validation Plan as it applies to the proposed solution.

NOTE - The Customer is responsible for having all vehicles and devices available for installation per the Project Schedule. All cellular data fees and Internet connectivity charges are the responsibility of the Customer. If applicable, for license plate recognition (LPR) installations, an MDT is required for all vehicles. Motorola is not responsible for any delays associated with the Customer fulfilling their obligations per this SOW.

Body Worn Camera Configuration (if applicable)

The Transfer Station will be utilized to configure each body-worn camera according to the Business Process Review. In order for this process to be successfully completed, the Transfer Station must be connected to the evidence management system.

Motorola Responsibilities

- Configure Transfer Station(s) for connectivity to the evidence management system.
- Verify the Transfer Station(s) is configured properly and connected to the network.
- Configure body-worn camera(s) within the evidence management system.
- Check out body-worn camera(s) and create a test recording.
- Verify completion of upload from body-worn camera(s) after it is docked back in a Transfer Station or USB dock.



- Install and provide a demonstration of client software as part of the same on-site engagement as Go-Live, unless otherwise outlined in this SOW.

Customer Responsibilities

- Select physical location(s) for Transfer Station(s).
- Provide and install workstation hardware.
- Complete installation of client software on remaining workstations and mobile devices.
- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.

If the body-worn camera(s) and Transfer Station(s) are part of a remote deployment, the following responsibilities will apply to Motorola and the Customer.

License Plate Recognition Commissioning (if applicable)

This section highlights the responsibilities of Motorola and the Customer when an in-car video system interfaces with the Law Enforcement Archival Report Network (LEARN or PlateSearch) database.

Motorola Responsibilities

- Create a Customer account in the LEARN system with user(s) emails.
- Verify the Customer has installed and launched the Vigilant Car Detector Mobile Software per the Vigilant LEARN Quickstart Guide.
- Provide Mobile LPR - Officer Safety Basic and Advanced Pre-Installation Checklist.
- Provide Agency Manager with Training Materials and Car Detector Mobile MDC software installation guide.
- Advise Agency Manager of different options available to add new users.
- Confirm Agency Manager is aware of registration required for Hotlists.
- Confirm Agency Manager understands how to set up data-sharing.

Customer Responsibilities

- Identify the Agency Manager.
- Register to receive access to Hotlist.

SOFTWARE INSTALLATION AND CONFIGURATION

Motorola will install VideoManager Evidence Library (EL) software on a specified number of workstations dictated by the Contract. The Customer will be responsible for installing the software on the remaining workstations. Provisioning of VideoManager EL software will be done in accordance with the information contained in the BPR Workbook.

Installation of VideoManager EL software consists of the following activities:

- If applicable, delivery and installation of server hardware.
- Network discovery.
- Operating system and software installation.
- Onboarding user / group identity set up.
- Provide access to the application.



VideoManager EL (if applicable)

The VideoManager EL software is an on-premise solution that requires an onsite server and supports both body worn cameras and in-car video systems.

Motorola Responsibilities

- Install software on a specified number of customer workstations / mobile devices.
- Use information provided in the BPR Workbook to configure VideoManager EL software.
- Test software using applicable portions of the Functional Validation Plan.
- Provide instruction on client software USB utility.

Customer Responsibilities

- Provide a network environment that conforms to the requirements presented in the Solution Description.
- Procure and install server and storage hardware at desired location in accordance with Solution Description requirements.
- Perform a power on test with Motorola.
- Provide assigned Motorola System Administrator with access to SQL database for installation purposes (Motorola's access will be revoked upon conclusion of the installation).
- If applicable, for Active Directory integration, provide domain user (service account), security group (for application administrators including service account), and domain read access.
- Provide workstation and/or mobile device hardware in accordance with specifications listed in the Solution Description.
- Complete online training.
- Complete installation of client software on remaining workstations and/or mobile devices.

VideoManager ELC (if applicable)

VideoManager ELC software is a cloud solution that does not require an onsite server and supports both body-worn cameras and in-car video systems.

Motorola Responsibilities

- Use information provided in BPR Workbook to configure VideoManager ELC software.
- Create users, groups, and setup permissions.
- Create event categories.
- Set retention policies.
- Test software using applicable portions of the Functional Validation Plan.
- Ensure training POC can access the system.

Customer Responsibilities

- Verify traffic can be routed through Customer's firewall and reaches end user workstations.

CloudConnect Installation and Configuration**Motorola Responsibilities**

- Verify remote access capability.
- Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
- Configure network connectivity and test connection to the CloudConnect Virtual Machine.



- Provide Customer with the information for setting up the IPSEC tunnel.
- Create an IPSEC tunnel.

Customer Responsibilities

- Provide Motorola with two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP to the components.
- Confirm with Motorola the network performance requirements are met.
- Configure firewall to allow traffic from IPSEC tunnel.

Completion Criteria

- CloudConnect Virtual Machine configuration is complete.

CommandCentral Evidence (if applicable)

Motorola will work with the Customer to determine best industry practices, current operations environment, and subsystem integration to ensure the optimal configuration of your CommandCentral Evidence solution.

Motorola Responsibilities

- Use the CommandCentral Admin Portal to provision users, groups, and rules based on Customer Active Directory data.
- Guide the Customer in the configuration of CommandCentral Evidence.

Customer Responsibilities

- Supply access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Evidence provisioning.
- Respond to Motorola's inquiries regarding users, groups and agency mapping to CommandCentral Evidence.
- Provision policies, procedures, and user permissions.
- Configure evidence as directed by Motorola.

DATA MIGRATION SERVICES (IF APPLICABLE)

The Customer is responsible for partitioning data to be converted from a legacy or on-prem evidence management system to an on-cloud solution as part of this offer. The Customer will have ten (10) business days to provide feedback after Motorola validates the migrated data. If feedback is not received on or before ten (10) business days, Motorola will assume the migration is complete.

Motorola Responsibilities

- Receive access to Customer video data.
- Perform contracted data migration and validation.

Customer Responsibilities

- Provide remote access to partitioned data to be migrated.
- Validate migrated dataset and provide Motorola with feedback within ten (10) business days.

Completion Criteria

- A migrated dataset as defined in the Contract.





DEMS INTEGRATIONS AND THIRD-PARTY INTERFACES (IF APPLICABLE)

The integration between Motorola's evidence management system and the Customer's third-party system may consist of an iterative series of activities depending upon the complexity with accessing the third-party system. Interfaces will be installed and configured in accordance with the Project Schedule. The Customer is responsible for engaging third-party vendors as required to facilitate connectivity and testing of the interface(s).

Motorola Responsibilities

- Develop interface(s) in accordance with the Solution Description.
- Establish and validate connectivity between Motorola and third-party systems.
- Configure interface(s) to support the functionality described in the Solution Description.
- Perform functional demonstration to confirm the interface(s) can transmit and receive data to the applicable system.

Customer Responsibilities

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the evidence management system.
- Provide personnel authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between evidence management system and the third-party system(s).
- Provide information on API, SDKs, data scheme, and any documentation necessary to establish interfaces with all local and remote systems. This information should be provided within 10 business days of the Interface Engagement Meeting.

NOTE - At the time of initial design, unknown circumstances, requirements or anomalies may present difficulties with interfacing Motorola products to a third-party application. These difficulties could result in a poorly performing or a non-functional interface. By providing Motorola with this information early in the deployment process, will put us in the best position to mitigate these potential issues. If the resolution requires additional third-party integration, application upgrades, APIs, and/or additional software licenses, the Customer is responsible for addressing these issues at their cost. Motorola is not responsible for any delays or costs associated with third-party applications or Customer-provided third-party hardware or software.

SYSTEM TRAINING

The objective of this section is to prepare for and deliver training. Motorola training consists of computer-based (online) and instructor-led (on-site or remote). Our training delivery methods will vary depending on course content. Training will be delivered in accordance with the Education Plan. As part of our training delivery, Motorola will provide user guides and training materials in an electronic format.

ONLINE TRAINING (IF APPLICABLE)

Online training is made available to the Customer through Motorola's LXP. This subscription service provides customers with unlimited access to our online training content and provides users with the flexibility of learning the content at their own pace. Training content is added and updated on a regular basis to keep information current.

Through LXP, a list of available online training courses, Motorola User Guides, and Training Material are accessible in electronic format.



Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of LXP for the Customer.
- Configure a Customer-specific portal view.
- Organize content to align with the Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During on boarding, assist the Customer with LXP usage.
- Create and maintain user role Learning Paths defined by the Customer.
- Provide technical support for user account and access issues, LXP functionality, and Motorola managed content.
- Provide instruction to Customer LXP Administrator on building groups.

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Complete LXP Administrator training.
- Ensure network and Internet connectivity for Customer access to LXP.
- Customer's primary LXP Administrator is required to complete the following self-paced training: LXP Introduction (LXP0001), LXP Primary Site Administrator Overview (LXP0002), and LXP Group Administrator Overview (LXP0003).
- Advise users on the availability of training through LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Build groups as needed.
- Request additional subscriptions to access LXP by providing user credential information.

INSTRUCTOR-LED TRAINING (ON-SITE AND REMOTE, IF APPLICABLE)

Instructor-led courses are based on products purchased and the Customer's Education Plan.

Motorola Responsibilities

- Deliver User Guides and training materials in an electronic format.
- Perform training in accordance with the Education Plan.
- Provide the Customer with training attendance rosters and summarize any pertinent information that may impact end user training.

Customer Responsibilities

- Supply classroom(s) based on the requirements listed in the Education Plan.
- Designate training representatives who will work with the Motorola trainer(s) to deliver the training content.
- Facilitate training of all Customer end users in accordance with the Customer's Education Plan.

Motorola Deliverables

- Electronic versions of User Guides and training materials.
- Attendance rosters.



PROJECT GO-LIVE, CLOSURE, AND HANDOVER TO SUPPORT

Motorola will utilize the Deployment Checklist throughout the deployment process to verify features and functionality are in line with installation and configuration requirements. The Customer will witness the ST demonstrating the Deployment Checklist and provide feedback as features and functionality are demonstrated. The Customer is considered Live on the system after the equipment has been installed, configured, and made available for use and training has been delivered or made available to the Customer.

Upon the conclusion of Go-Live, the project is prepared for closure. Project closure is defined as the completion of tasks and the Customer's receipt of contracted components. The Deployment Checklist serves as the artifact that memorializes a project closure. A System Acceptance Certificate will be provided to the Customer for signature to formally close out the project. Upon project closure, the Customer will engage with Technical Support for on-going needs in accordance with the Customer's specific terms and conditions of support.

Motorola Responsibilities

- Provide the Customer with Motorola Technical Support engagement process and contact information.
- Provide Technical Support with the contact information of Customer users who are authorized to engage Technical Support.
- Ensure Deployment Checklist is complete.
- Obtain Customer signature on the System Acceptance Certificate.
- Provide Customer survey upon closure of the project.

Customer Responsibilities

- Provide signatory approval on the System Acceptance Certificate signifying project closure.
- Provide Motorola with the contact information of users who are authorized to engage Motorola's Technical Support.
- Engage Technical Support as needed.

Motorola Completion Criteria

Provide Customer with survey upon closure of the project.



Motorola Solutions, Inc.
Lane Thompson
Date 12/12/2023

Re: QUOTE-2428376

Agency: MOUNTAIN BROOK POLICE DEPT, CITY OF

Total Cost: 13900.00

Contract Reference: Mountain Brook -AL- (5) ELC 4yr License

Please be advised that the MOUNTAIN BROOK POLICE DEPT, CITY OF will purchase the goods and/or services offered in your Quote QUOTE-2428376 dated 11/22/2023 1:25 PM. This constitutes a purchase pursuant to the terms of the specified contract below, including any applicable addenda. Terms are NET 30 unless otherwise agreed upon.

Specified Contract: Master Customer Agreement and attached addenda, signed concurrently herewith.

Agency affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, and acknowledges that pursuant to , the funds for this purchase has been authorized. Customer agrees to appropriate funding in accordance with the contract.

Invoices shall be according to the milestone schedule included in the quote and services agreement, should reference 'QUOTE-2428376' and be sent to:

MOUNTAIN BROOK POLICE DEPT, CITY OF
Attn:

The equipment will be shipped to the customer at the following address, and the ultimate destination where the equipment will be delivered to the customer is:

MOUNTAIN BROOK POLICE DEPT, CITY OF
Attn:

Sincerely,

Signature:

Name:

Title:

Email:

Signature:

Email: lane.thompson@motorolasolutions.com

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338



Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

September 1, 2023

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by the National Association of State Procurement Officials ("NASPO"), a national purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department's review, the competitive bid process used by NASPO is approved for use through **December 31, 2024**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

Prior to utilizing NASPO, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that NASPO, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, NASPO's competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(1)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read 'RLR', with a stylized flourish at the end.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

NASPO ValuePoint
PARTICIPATING ADDENDUM



PUBLIC SAFETY VIDEO SYSTEMS
Led by the State of Oklahoma

Master Agreement #: OK-MA-145-010

Contractor: **WATCHGUARD, INC**

Participating Entity: **STATE OF ALABAMA**

The following products or services are included in this contract portfolio:

- *All products and accessories listed on the Contractor page of the NASPO ValuePoint website.*

The following products or services are not included in this agreement:

- *No exclusions.*

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the Public Safety Video Systems led by the State of Oklahoma for use by state agencies and other entities located in the Participating State Alabama authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement must be used by all state agencies currently under the purview of the State of Alabama, Division of Purchasing. State agencies that have their own procurement authority have the option to use this agreement. Institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of *Alabama* also have the option to use this agreement. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Jim Hudson – WatchGuard Sales
Address:	415 E. Exchange Pkwy. Allen, TX 75002
Telephone:	(678) 953-1333
Fax:	(214) 383-9661
Email:	Jim.Hudson@motorolasolutions.com

NASPO ValuePoint
PARTICIPATING ADDENDUM



PUBLIC SAFETY VIDEO SYSTEMS
Led by the State of Oklahoma

Name:	Madeline Powell – WatchGuard Contracts Manager
Address:	415 E. Exchange Pkwy. Allen, TX 75002
Telephone:	(469) 640-5353
Fax:	(214) 383-9661
Email:	WatchGuard.Contracts@motorolasolutions.com

Participating Entity

Name:	Brittany Peterson
Address:	100 N Union Ste 192 Montgomery, AL 36130
Telephone:	334-242-4667
Fax:	334-242-4419
Email:	Brittany.peterson@purchasing.alabama.gov

4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

☐ No changes to the terms and conditions of the Master Agreement are required.

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions.

Ordering process:

Purchases for state agencies will be made by delivery orders (DO) showing specific shipping information. Cities, counties, school systems and other political subdivisions will be responsible for issuing their own purchase orders directly to the vendor. Quotes must include the State of Alabama Master Agreement (MA) number (TBD), list price and discount price.

Choice of Law, Venue:

This Participating Addendum and all agreements relating to purchases or leases resulting therefrom will be governed by the laws of the State of Alabama and the sole venue for litigation will be the Circuit Court of Montgomery County, Alabama. No other court shall have jurisdiction.

Immigration:

PUBLIC SAFETY VIDEO SYSTEMS
Led by the State of Oklahoma

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 therefrom.

Open Trade/No Boycott:

For the term of this contract, Contractor represents that it is not currently engaged in, and agrees not to engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this State can enjoy open trade.

Dispute Resolution:

In the event of any dispute between the parties arising from this Participating Addendum and any agreement relating to purchases or leases resulting therefrom, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, contractor's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar Association.

Conflict of Law:

If any provision of this Participating Addendum shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then that conflicting provision in the Participating Addendum shall be deemed null and void.

No Indemnification:

Contractor acknowledges and agrees that, under the terms of this Participating Addendum and agreements relating to purchases or leases resulting therefrom, the State is prohibited from indemnifying the Contractor. The State does not agree to and will not indemnify the Contractor for any reason.

Assignment:

Contractor acknowledges and agrees that Alabama Code Section 41-16-29 prohibits assignment of contracts without the written consent of the State and the requisitioning agency.

Not to Constitute a Debt to the State:

The terms and commitments contained in this master agreement shall not constitute a debt to the State of Alabama, in the incurring of which is prohibited by Section 213 of the Office Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

PUBLIC SAFETY VIDEO SYSTEMS
Led by the State of Oklahoma

Vendor Subscription:

Contract vendors must maintain a Vendor Self Service (VSS) profile and be actively subscribed and remain active with State Purchasing for the life of the contract. Subscriptions may be completed by following the "Pay Subscription Fee" link at <https://procurement.staars.alabama.gov> or follow the Vendor Self Service link at www.purchasing.alabama.gov.

Disclosure Statement:

Section 41-16-82, Code of Alabama 1975 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

Administrative fee:

Awarded bidder(s) are to pay the State an administrative fee for all sales paid under this contract. This fee will be 1.0% (0.01) of the total dollar amount for all sales paid. The fee is to be remitted the first month of each quarter before the 20th and will represent a single, one-time payment for all sales paid during the prior quarter and as adjusted for errors associated with earlier quarters. This fee is not to be listed as a separate cost on invoices. The awarded bidder(s) will be required to provide a summary report each quarter before the 20th listing sales paid during the prior calendar quarter. This report is to include the quarter being reported, the master agreement number, purchasing entity, sales amount, and fee amount. A report is due even when there is no activity. This report is to be sent electronically to telecom.admin@oit.alabama.gov. A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting quarter and master agreement number. Failure to comply with provisions of this paragraph will be grounds for termination of the contract(s).

Reports and Payments will be due according to the following schedule:

October, November, December – Due by January 20th
January, February, March – Due by April 20th
April, May, June – Due by July 20th
July, August, September – Due by October 20th

Remittance is to be payable to the "State of Alabama Department of Finance" and be sent to:

Alabama Department of Finance
Division of Accounting and Administration
PO Box 300658

PUBLIC SAFETY VIDEO SYSTEMS
Led by the State of Oklahoma

Montgomery, Alabama 36130-0658

Electronic Payments:

Vendors must accept multiple forms of electronic payment at no additional cost to the State. Payment forms include but are not limited to state issued credit cards, P-cards, EFT or other forms of electronic payment.

Late Payments:

Penalty for agencies paying invoices late may not exceed the rate charged by State of Alabama Comptroller's Office per the Code of Alabama, Section 41-16-3 and as established by the Secretary of the Treasury under the authority of 26 U.S.C. §6621.

Non-appropriation of funds:

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration:

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

State Purchasing Vendor Expo:

Contract holders are required to attend the Vendor Expo in the initial year of this agreement (2020). Participation is optional for the remainder of the contract term.

Requested information:

Any additional information requested from a vendor must be furnished within five (5) days from receipt of request.

5. Lease Agreements: "Reserved"

6. Subcontractors: All contractors, dealers, and resellers authorized in the State of Alabama, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master

NASPO ValuePoint
PARTICIPATING ADDENDUM

PUBLIC SAFETY VIDEO SYSTEMS

Led by the State of Oklahoma



Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

NASPO ValuePoint
PARTICIPATING ADDENDUM



PUBLIC SAFETY VIDEO SYSTEMS
Led by the State of Oklahoma

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Alabama	Contractor: WatchGuard Video, Inc.
Signature: 	Signature: 
Name: Michael A. Jones	Name: Troy Montgomery
Title: State Purchasing Director	Title: Director of Sales
Date: 3/26/2020	Date: 03/25/2020

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Tim Hay
Telephone:	503-428-5705
Email:	thay@naspovaluepoint.org

[Please email fully executed PDF copy of this document to

PA@naspovaluepoint.org

to support documentation of participation and posting in appropriate data bases.]

RESOLUTION NO. 2024-008

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby approves the order of one (1) Rosenbauer Pumper, complete with Rosenbauer Commander chassis per specifications for use by the Fire Department valued at \$1,041,072.00

ADOPTED: This 8th day of January, 2024.

Council President

APPROVED: This 8th day of January, 2024.

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 January 8, 2024, as same appears in the minutes of record of said meeting.

City Clerk



CITY OF MOUNTAIN BROOK FIRE DEPARTMENT

102 Tibbett Street, Mountain Brook, Alabama - 35213 Phone: (205) 802-3838



To: City of Mountain Brook Mayor and Council Members

From: David Kennedy, Battalion Chief-Safety and Training

Date: January 4, 2024

Subject: New Fire Pumper for the 2025 Budget Year

Dear Mayor and Council Members:

The Mountain Brook Fire Department would like to present the Purchase Order for our next Fire Pumper (was scheduled for replacement in the 2024 budget year but due to the current build time frame it will be completed in 18 months from now which places it in the 2025 budget year). The cost is \$1,041,072 for the custom pumper in keeping with our fleet. We are using the HGAC Buy bid consortium and our HGAC account number is 14-4302. I have also attached the Chief Examiner of Public Accountants' letter approving HGAC bids and purchases. It will be replacing a Fire Pumper that will be 16.5 years old at the time the new pumper is delivered. Thanks for all you do and feel free to let me know if you have any questions.

Respectfully Submitted;

David Kennedy, Battalion Chief-Safety and Training



PURCHASE ORDER

Purchaser		SUPPLIER	
Purchaser:	Mountain Brook Fire Department	Contract #	FS12-19 For Years 2019-2023
Address 1:	102 Tibbett Street	Supplier:	Rosenbauer South Dakota, LLC
Address 2:		Address 1:	100 3rd Street
City, State, Zip:	Mountain Brook, Alabama 35213	Address 2:	
		City, State, Zip:	Lyons, SD 57041

Purchase Order Number:	(enter)	Delivery in Calendar Days, after approved production ready specifications are released:	545
Date:	12/27/2023	HGAC Product Code	(enter)

The amount in this proposal shall remain firm for a period of 30 days from the date of same.

Quantity	Description	Price	Price (Extended)
1	One (1) Rosenbauer Pumper, complete with Rosenbauer Commander chassis per attached specifications.	\$1,041,072.00	\$1,041,072.00
	Note: HGAC administration fee included in price		
TOTAL			\$1,041,072.00

NOTES:	
--------	--

Rosenbauer Dealer :	NAFECO
Salesperson:	Adam Terry
Signature:	

Purchaser:	Mountain Brook Fire Department
Print Name:	
Title:	
Date	
Signature:	



APPENDIX C CHANGE ORDER POLICY

This change order policy is intended to reflect the increased cost of changes which result in delayed deliveries, confused paperwork, poor production flow and increased potential of trucks being built to incorrect specifications. With your cooperation, changes can be kept to a minimum which means we will be able to reduce lead times, increase production and maintain costs which will benefit all of us.

Our objective is accurate, high quality and on-time deliveries exceeding our customer expectations.

Changes any time after the order is received may delay the quoted delivery date. Significant design or component changes will have the largest impact on the schedule and quoted delivery date. Changes that occur later in the process will also have the largest impact on the schedule and quoted delivery date.

All time fences are reference to contract execution date if not otherwise stated.

Change Window #1

All changes will be priced at standard pricing and specials will be priced through our normal process. Significant changes made to the vehicle during this time period may result in a delivery extension.

RBM Chassis	0-60 days
RBA Aerial	0-60 days
Rosenbauer Body	0-60 days

Change Window #2

All changes are subject to a 25% mark-up. All changes are subject to factory review and may be denied due to engineering or lead time issues.

RBM Chassis	61-75 days
RBA Aerial	61-75 days
Rosenbauer Body	61-120 days

Change Window #3

All changes are subject to a 50% mark-up, and 50% restocking fee on deleted items. All changes are subject to factory review and may be denied due to engineering or lead time issues. No major components can be changed at this time; major components are considered engine, transmission, axles, suspension, cab, frame (wheelbase), seats, water pump and water tank.

RBM Chassis	76-120 days
RBA Aerial	76-120 days
Rosenbauer Body	121-180 days

Change Window #4

Changes are not recommended at this time. Any changes requested will be priced on a time and material basis. Any changes requested, and that are quoted to the customer, must be approved by the customer within three days or they will not be valid.

RBM Chassis	After 120 days
RBA Aerial	After 120 days
Rosenbauer Body	After 180 days

**Note: Any late change orders that are factory driven will be done at cost and no additional mark up or penalties will apply.*

SURCHARGE NOTICE

COVID-19 has caused extreme volatility in the global manufacturing supply chain. Inflationary pressures continue including raw materials, purchased parts, direct labor, and other firetruck components. In the event your truck order is affected by a surcharge, Rosenbauer America will provide an updated price quote. At that time, you have the option to continue with your truck purchase including the surcharge.

BUYER INITIALS: _____

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338



Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

September 1, 2023

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education
Other Entities subject to §§ 16-13B-1, et seq. and 41-16-50, et seq., *Ala. Code* 1975

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by the Houston-Galveston Area Council ("H-GAC"), a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by H-GAC pursuant to the competitive bid laws of the State of Texas.

Based on the Department's review, the competitive bid process used by H-GAC is approved for use through **December 31, 2024**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

Prior to utilizing H-GAC, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that H-GAC, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, H-GAC's competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. L. Riddle', written in a cursive style.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

RESOLUTION NO. 2024-009

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

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

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

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

Section 1. It is hereby established and declared that the following property, as described in the form as attached hereto as Exhibit A, owned by the City of Mountain Brook, Alabama are no longer needed for public or municipal purposes and is hereby declared surplus property; and

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

ADOPTED: This 8th day of January, 2023.

Council President

APPROVED: This 8th day of January, 2023.

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 January 8, 2024, as same appears in the minutes of record of said meeting.

City Clerk

2014 Isuzu/Tymco Sweeper ready for surplus

Vin: JALE5W16XE7902911

Miles: 30582

Hours: 4255

Truck is still in good working condition. It has been recently replaced through the ERS



Small Engines ready for Surplus November 2023

- 1 Skagg 52" Turf Tiger zero Turn Mower with 304 Hours
- Billy Goat push vacuum, 6.5hp Honda Engine
- 3 Echo Hedge Trimmers
- 5 Shindaiwa Weedeaters
- 4 Stihl Concrete Saws
- 11 battery powered pieces of equipment (saws, trimmers, blowers, etc.)
- 15 chargers for equipment batteries, 4 adapters, 4 backpack batteries, 7 small batteries
- 4 backpack blowers: 2 BR800, 1 BR700, and 1 BR450
- Husqvarna battery powered push mower
- Honda push mower
- 18 volt grease gun
- 1 pressure washer-has a bad pump





RESOLUTION NO. 2024-010

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the north side of Winthrop Avenue from its intersection with Alden Lane and Overbrook Road shall be designated as “no parking” weekdays between the hours of 2:45 p.m. to 3:15 p.m.

BE IT FURTHER RESOLVED that signs shall be erected on Winthrop Avenue consistent thereof.

ADOPTED: This 8th day of January, 2024.

Council President

APPROVED: This 8th day of January, 2024.

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 January 8, 2024, as same appears in the minutes or record of said meeting.

City Clerk

ORDINANCE NO. 2154

**AN ORDINANCE CREATING ONE-WAY OPERATION OF WINTHROP AVENUE
BETWEEN ALDEN LANE AND OVERBROOK ROAD AND TO
PROVIDE FOR PUNISHMENT THEREOF**

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

Section 1. That it shall be unlawful for any person to drive any vehicle in a western direction along Winthrop Avenue from its intersection with Overbrook Road and Alden Lane weekdays between the hours of 2:45 p.m. to 3:15 p.m.

Section 2. Any person violating the provisions of this ordinance shall be punished by a fine not to exceed \$500.00, or by imprisonment not to exceed 180 days, or both.

Section 3. All ordinances or portions of ordinances conflicting with this ordinance are hereby repealed.

Section 4. This ordinance shall become effective when published as required by law.

ADOPTED: This 8th day of January, 2024.

Council President

APPROVED: This 8th day of January, 2024.

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 an ordinance adopted by the City Council of the City of Mountain Brook, Alabama, at its meeting held on this 8th day of January 2024, as same appears in the minutes of record of said meeting, and published by posting copies thereof on January 9th, 2024, at the following public places, which copies remained posted for five (5) days as required by law.

City Hall, 56 Church Street
Overton Park, 3020 Overton Road

Gilchrist Pharmacy, 2805 Cahaba Road
Cahaba River Walk, 3503 Overton Road

City Clerk



CITY OF MOUNTAIN BROOK

56 Church Street
P.O. Box 130009
Mountain Brook, Alabama 35213
Telephone: 205.802.3803
Fax: 205.870.3577
gastons@mtnbrook.org

SAM S. GASTON
CITY MANAGER

December 27, 2023

Dear Residents,

The City of Mountain Brook has received some concerns about parking around the Junior High School, particularly in the afternoons. We engaged our traffic engineering consultant, Skipper Consultants, to review the situation. Based on their review, the following recommendations will be considered by the Mountain Brook City Council at their regular meeting on Monday, January 8th at 7:00 pm.

- Winthrop Avenue will be "one-way", from Alden Lane towards Overbrook Road, during the times of 2:45 pm-3:15 pm Monday-Friday.

- Winthrop Avenue will be restricted to parking only on the south side from 2:45 pm-3:15 pm Monday-Friday between Alden Lane and Overbrook Road.

- Additional pavement markings will be added on Overbrook Road in front of MJBH School to emphasize that the traffic lane in front of the school is for carpool only and not for parking.

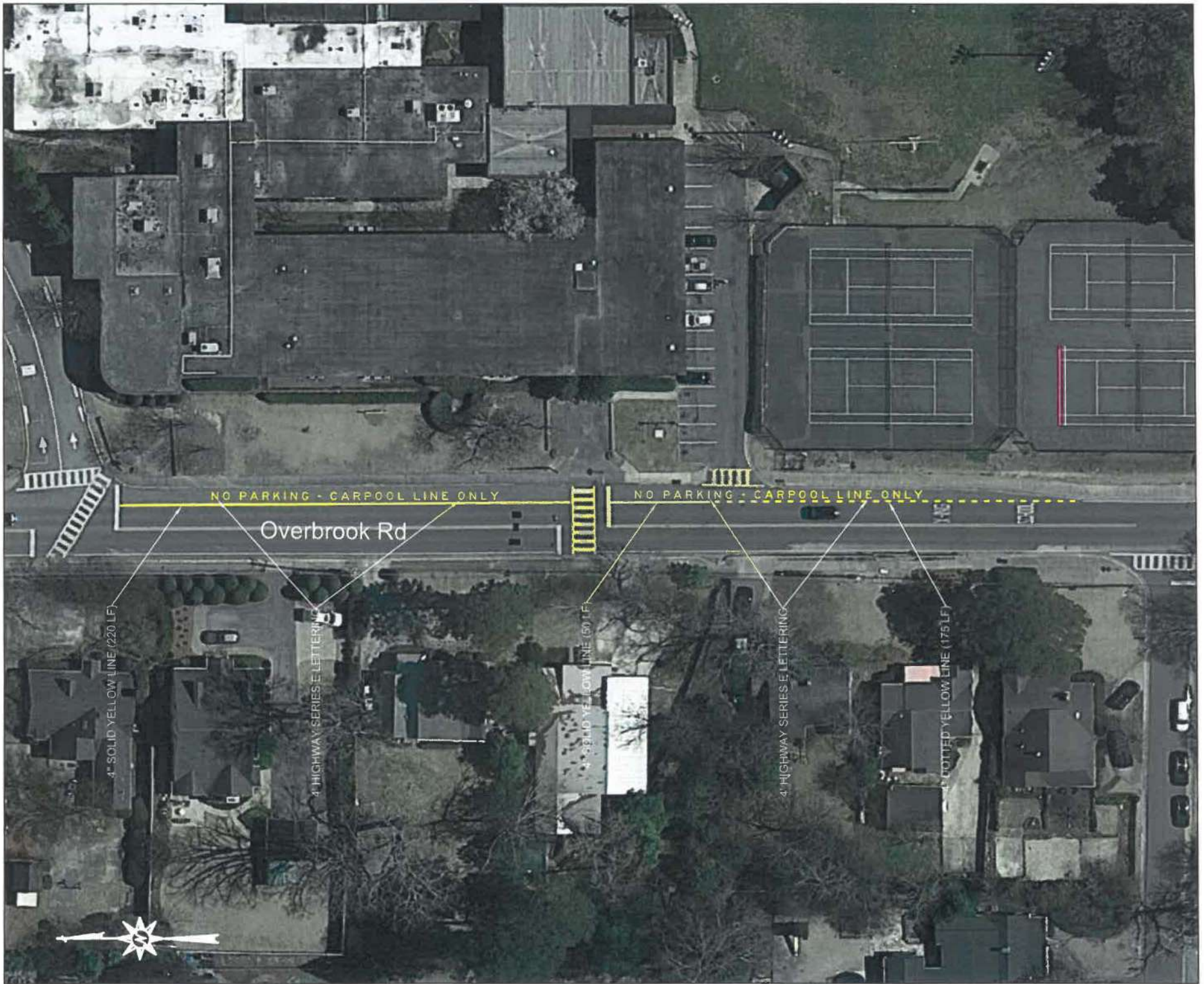
Attached are maps/diagrams of the proposed changes to Winthrop Avenue and Overbrook Road. You are encouraged to attend this meeting on January 8th to provide your comments. If you cannot attend on January 8th, but would like to share your thoughts, please contact me at (205) 802-3803 or gastons@mtnbrook.org.

Sincerely,

Sam S. Gaston
City Manager







NO PARKING - CARPOOL LINE ONLY

Overbrook Rd

NO PARKING - CARPOOL LINE ONLY

4" SOLID YELLOW LINE (220 LF)

4" HIGHWAY SERIES E LETTERING

4" SOLID YELLOW LINE (50 LF)

4" HIGHWAY SERIES E LETTERING

4" DOTTED YELLOW LINE (175 LF)

