

**MEETING AGENDA
MOUNTAIN BROOK CITY COUNCIL**

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

FEBRUARY 12, 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 02122024).

1. Jefferson County Probate Judge Place 1 candidate, Yashiba Blanchard, to address council.
2. Approval of the minutes of the January 22, 2024, regular meeting of the City Council.
3. Consideration: Resolution executing a Service Agreement with Lexipol, LLC for the Cordico Shield Law Enforcement Wellness App.
4. Consideration: Resolution executing a contractor agreement with Net Connections, LLC with respect to the Batting Cage Installation at Mountain Brook Elementary.
5. Mayoral reappointment of Carey Hollingsworth to the Planning Commission.
6. Consideration: Resolution authorizing the sale or disposal of certain surplus property.
7. Comments from residents and attendees.
8. Announcement: The next regular meeting of the City Council is February 26, 2024 at 7:00 p.m.
9. Adjourn.

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
JANUARY 22, 2024**

[As a convenience, members of the public were invited to listen and observe in the public meeting by Internet video conference. There were 5 virtual attendees at the meeting.]

The City Council of the City of Mountain Brook, Alabama met informally in-person at 6:00 p.m. on the 22nd day of January, 2024 (others were allowed to listen to the meeting by way of Internet video conference-5 attended). Council President Virginia Smith called the pre-meeting to order and the roll was called with the following results:

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

Absent: Stewart Welch III, Mayor

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

1. AGENDA

1. Agreement with the City of Birmingham for the City of Mountain Brook to participate up to \$50,000 in a drainage project on Montclair Road in conjunction with the planned TAP sidewalk project

Sam Gaston-City Manager

- Have been working with the City of Birmingham regarding the TAP grant to extend sidewalks from Ramsey Park to Mountain Brook condos
- Birmingham asked Mountain Brook to participate in a drainage project to fill in ditch by Ramsey Park
- This is a \$50,000 contribution; however, it will save \$30,000 on the grant

Virginia Smith-Council President

- Item added to the formal agenda

2. Presentation by Sain Associates on the traffic impact of three (3) planned developments in Mountain Brook Village on Cahaba Road and the Roundabouts project

Jim Meads-Sain Associates

- Was asked to review the traffic study of the three developments and how they impact the work with the roundabout project
- Site 1: Redevelopment of 16 condominiums on Cahaba Road
- Site 2: Redevelopment of 2305 Montevallo Road (former Church that will 43 residential units)
- Site 3: Redevelopment of an existing medical office into 165 housing units
- Site 1 is awash in terms of traffic projection
- Site 2 expect to add some trips in the AM and PM

- Site 3 would generate less traffic which would offset traffic from Site 2
- Site 2 has existing angled parking on Montevallo road, preference would be to modify site plan to where vehicles are not backing out onto Montevallo Road
- Overall in terms of traffic volume: these developments will have very little effect

Virginia Smith-Council President

- Inquired if actual numbers were used for Site 3 or assuming it was a full building for traffic generation

Jim Meads

- It was looked at based on the traffic study which was a full building
- The review is based on the study and the other two sites were added (which is less than what was planned for on the overall project)

Lloyd Shelton-Council Member

- Inquired how the numbers could be less with the addition of Site 3

Jim Meads

- When all three of the developments are combined, it is less than what was projected in the 2017 study
- The three developments will not overtax the current roadway system

3. Presentation by Schoel Engineering on the storm water detention impact of three (3) planned developments in Mountain Brook Village

William Thomas-Schoel Engineering

- Looked at 3 sites: Site 1-Senior Living Site (Village Dermatology Medical building), Site 2-Shades Valley Presbyterian Site, Site 3-Heathermoore Site to determine how they impact the drainage in Mountain Book village
- **Site 1**
 - Drainage is currently collected and transported to Watkins Brook by diversion culvert
 - Part of the drainage goes to south Chester Road and Cahaba Road
 - Liveoak has only provided a site plan, there has been no design on site and they do not have a storm water management scheme
 - Cannot evaluate the impact of this site at this time until storm water plans are received
- **Site 2**
 - The existing impervious is around 83%
 - The planned residential development will be around 60%
 - Everything drains to the south that runs to ditch at the back of the residential properties toward the culvert at Chester Road
 - The flows are reducing with this site which relieves some of the pressure; however, will need the storm water controls for Site 1 to ensure it does not increase any water flows
- **Site 3**
 - The site is located in FEMA special flood hazard area and partially in the mapped flood way
 - Any development in a flood way has to be demonstrated to FEMA that any rise the development produces in the flood elevation, has to be approved by all adjacent neighbors OR an engineer would need to certify that it will not cause a rise in the flood elevations
 - Previous development did have no rise elevation and was designed to be up on piers where water would go under it

- There have been new flood maps and new drainage standards and regulations that the city has adopted since this was done in 2008
- The plans from 2008 are no longer valid and would need to be looked at again and FEMA issues would have to be addressed before plan could move forward
- Once plans are received from Site 1, will be able to look at all three sites together to ensure it will not overtax the system

4. Street Paving list for 2024

Steven Gay-Public Works Assistant Director

- Every two years there is an evaluation of all of roads in the city
- This is the paving recommendation for 2024

Virginia Smith-Council President

- Inquired about Pump House Road being on the list due to ALDOT re-doing the bridge

Sam Gaston-City Manager

- Will work with ALDOT to see where they plan on paving

Lloyd Shelton-Council Member

- Want the paving on Overbrook to be done during summer

5. Request for traffic calming methods on Halbrook Lane

Craig Ogard-3825 Halbrook Lane

- The traffic study revealed 2500 cars a day use Halbrook Lane
- The residents proposed closing Halbrook Lane at the south end
- The City was to look at the city limits

Sam Gaston-City Manager

- The city of Vestavia did not want to vacate the street
- Could possibly do speed humps

Richard Caudle-Skipper Consultants

- Speed humps will not solve the problem with Halbrook Lane
- Around 1800 trips (of the 2600 trips) are cutting through the neighborhood
- It takes more than a minute to go an alternate route versus using Halbrook Lane
- If speed humps were installed, drivers would need to experience a 40 second delay in time, to offset using Halbrook
- There is no configuration of speed humps to get that level of speed reduction
- If wanting to use speed bumps, would need to look at doing speed bumps and not speed humps
- Speed bumps are 6 inches tall and 6 inches wide, speed humps are 3 inches tall and 12-17 feet long

Virginia Smith-Council President

- Having to go over speed humps may deter motorist enough to avoid Halbrook Lane

Lloyd Shelton-Council Member

- To not do anything on Halbrook Lane is not right, if the number of trips can be reduced with the use of speed humps, it is worth a shot

Billy Pritchard-Council President Pro Tempore

- A public hearing needs to be scheduled to present plan to the neighborhood

Sam Gaston

- Skipper Consultants presented a contract for \$7,000 for the design of speed humps
- Once the design is received, a public hearing will be scheduled

Virginia Smith

- Item added to the formal agenda Resolution (2024-020)

6. Board of Landscape Design reappointment

Dana Hazen-Director of Planning Building and Sustainability

- This is for a re-appointment of Mary Evelyn McKee to the Board of Landscape Design

Virginia Smith-Council President

- Item added to the formal agenda (Resolution 2024-021)

7. 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 Virginia Smith adjourned the pre-meeting at approximately 7:05 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 January 22, 2024, 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 February 12, 2024

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
JANUARY 22, 2024**

[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 7:07 p.m. on the 22nd day of January, 2024 (others were allowed to listen to the meeting by way of Internet video conference-no one did). Council President Virginia Smith called the meeting to order, and the roll was called with the following results:

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

Absent: Stewart Welch III, Mayor

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

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

1. CONSENT AGENDA

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

Approval of the minutes of the January 8, 2024, regular meeting of the City Council

2024-011	Authorize a contractor agreement with The Bridge Builders of Alabama with respect to the Parkway Bridge Restorations project	Exhibit 1, Appendix 1
2024-012	Authorize a contractor agreement with JP Painting Company LLC with respect to the Public Works Department Painting Project	Exhibit 2, Appendix 2
2024-013	Authorize a contractor agreement with B Group Architecture with respect to the design and construction documents of the Public Works building	Exhibit 3, Appendix 3
2024-014	Authorize the sale or disposal of certain surplus property	Exhibit 4, Appendix 4
2024-015	Authorize certain property as surplus and authorize the trade of said property as part of an upcoming purchase of a new vehicle	Exhibit 5, Appendix 5

2024-016	Award the bid [B-20240108-920] for the Public Works Department Construction Supervisor Ford F-150 XLT in the amount of \$59,389.50 to Long Lewis Ford	Exhibit 6, Appendix 6
2024-017	Award the bid [B-20240108-915] for the Public Works Department Supervisor Ford F-150 XLT in the amount of \$61,189.50 to Long Lewis Ford	Exhibit 7, Appendix 7
2024-018	Approve change order No. 5 with respect to the Jemison Trail Improvement Project (Resolution NO. 2023-037)	Exhibit 8, Appendix 8
2024-019	Authorize the execution of the MWCF Deductible Addendum-2024 with respect to the \$300,000 deductible workers' compensation insurance coverage	Exhibit 9
2024-020	Accept the service agreement with Skipper Consulting for the speed hump installation for Halbrook Lane and Arundel Drive	Exhibit 10, Appendix 9
2024-021	Re-appoint Mary Evelyn McKee to the Board of Landscape Design with the term of office to end January 22, 2027	Exhibit 11, Appendix 10

Thereupon, the foregoing minutes and resolutions (Nos. 2024-011 through 2024-021), were introduced by Council President Virginia Smith 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: Virginia C. Smith
William S. Pritchard III
Graham L. Smith
Lloyd C. Shelton
Gerald A. Garner

Nays: None

Abstained: None

Council President Virginia Smith thereupon declared that said minutes and resolutions (Nos. 2024-011 through 2024-021) were adopted by a vote of 5—0 and as evidence thereof he signed the same.

2. CONSIDERATION OF ORDINANCE (NO. 2154) CREATING ONE-WAY OPERATION OF WINTHROP AVENUE BETWEEN ALDEN LANE AND OVERBROOK ROAD AND TO PROVIDE FOR PUNISHMENT THEREOF (EXHIBIT 10)

(The first reading of the Ordinance was on January 8th, 2024)

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

Ayes: Virginia C. Smith
William S. ("Billy") Pritchard III
Gerald A. Garner

Nays: Lloyd C. Shelton
Graham L. Smith

Council President Virginia Smith declared that the ordinance (No. 2154) is hereby adopted by a vote of 3-2, as evidence thereof, she signed the same.

3. CONSIDERATION OF ORDINANCE (NO. 2155) AMENDING CHAPTER 117 OF THE CITY CODE FLOODPLAIN DEVELOPMENT ORDINANCE

Council President Virginia Smith introduced the ordinance in writing. It was then moved by Council President Pro Tempore Pritchard that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended and that unanimous consent to the immediate consideration of said ordinance be given and that the reading of the ordinance at length be waived. The motion was seconded by Council Member Graham Smith and was unanimously carried, as follows:

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

Nays: None

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

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 Virginia Smith called for vote with the following results:

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

Nays: None

Council President Virginia Smith declared that the ordinance (No. 2155) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

4. CONSIDERATION OF ORDINANCE (NO. 2156) PROVIDING FOR AN AGREEMENT FOR COST SHARING BETWEEN THE CITY OF MOUNTAIN BROOK AND THE CITY OF BIRMINGHAM

Council President Virginia Smith introduced the ordinance in writing. It was then moved by Council President Pro Tempore Pritchard that all rules and regulations which, unless suspended,

would prevent the immediate consideration and adoption of said ordinance be suspended and that unanimous consent to the immediate consideration of said ordinance be given and that the reading of the ordinance at length be waived. The motion was seconded by Council President Virginia Smith and was unanimously carried, as follows:

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

Nays: None

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

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

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

Nays: None

Council President Virginia Smith declared that the ordinance (No. 2156) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

5. COMMENTS FROM RESIDENCES AND ATTENDEES

(There were no public comments)

6. ANNOUNCEMENT

Council President Virginia Smith announced the next regular meeting of the City Council is February 12, 2024, 7:00p.m.

7. EXECUTIVE SESSION AND ADJOURNMENT

Council President Pro Tempore made a motion that the City Council convenes in executive session to discuss matters of real estate and that the City Council shall not reconvene upon conclusion of the executive session. The City Attorney certified that the subject matters were allowed to be discussed in executive pursuant to Alabama Law. The motion was seconded by Council President Virginia Smith. Then, upon the question being put and the roll called, the vote was recorded as follows:

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

Nays: None

There being no further matters for discussion Council President Virginia Smith adjourned the formal meeting at approximately 7:10 pm.

8. 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 January 22, 2024, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that a quorum was present.

City Clerk Approved by
City Council February 12, 2024

EXHIBIT 1

RESOLUTION NO. 2024-011

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of a contractor agreement between the City and The Bridge Builders of Alabama, in the form as attached hereto as Exhibit A, with respect to the Parkway Bridge Restorations project.

APPENDIX 1

EXHIBIT 2

RESOLUTION NO. 2023-012

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of a contractor agreement between the City and JP Painting Company LLC., in the form as attached hereto as Exhibit A, with respect to the Public Works Department Painting Project.

APPENDIX 2

EXHIBIT 3

RESOLUTION NO. 2024-022

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the execution of a Service Agreement between the City and Lexipol, LLC, in the form as attached hereto as Exhibit A, with respect to Cordico Shield Law Enforcement Wellness App.

ADOPTED: This 12th day of February, 2024.

Council President

APPROVED: This 12th day of February, 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 February 12, 2024, as same appears in the minutes of record of said meeting.

City Clerk



Mountain Brook Police Department
Chief Jaye Loggins
101 Tibbett Street
Mountain Brook, Alabama 35213
Phone: 205.879.0486
Fax: 205.802.2415

To: Sam Gaston, City Manager
From: J. Loggins, Chief of Police
Date: February 6, 2024
Re: Wellness App

The Mountain Brook Police Department strives to have the best quality of officers that serve the Mountain Brook community. In doing so, we want to be able to provide all resources available to the officers in their needs of physical, mental, emotional, and financial support. Currently, MBPD Officers have professional services provided by the City of Mountain Brook through EAS, faith based services through the MBPD Chaplaincy Program, and peer supports services through Alabama Law Enforcement Alliance for Peer Support.

Over the last several months, the police department has looked at other wellness programs that fit those needs. During that time, we have looked at different apps that would be made available to officers through their city issued phone. After research and multiple demos, we would like to move ahead in offering the Cordico App by Lexipol to our officers. The app would be available to members of the police department, their immediate families, and to retired MBPD personnel. The app offers resources and programs through several areas including: Career Wellness, Emotional and Mental Support, Family Wellness, Financial Wellness, Health, Leadership, Mindfulness, Nutrition, Peak Performance, Peer Support, Physical Fitness, Sleep, and Trauma. The Cordico App offers anonymity in accessing it as it is a single "sign in" for all members. This will offer members the opportunity to seek available resources when they might be reluctant to if they were identified.

The Cordico App also is applicable to Opioid treatment, education, and prevention as it provides resources and training surrounding opioid exposure, symptoms of overdose, abuse recognition as well as, trends and information on other dangerous drugs. By this, the Opioid Settlement funds could be used to cover the costs during the FY24 budget. The funds could then be requested through budget preparation beginning in FY25. The annual subscription for the Cordico App is \$8,999.40.

By making this valuable resource available to officers, it allows members of the MBPD to seek information on any help that they may need and an additional way to seek it. By this, officers can seek professional help through EAS, faith based help through the MBPD Chaplaincy Program, Peer Support through other officers and ALLEAPS, and anonymously through the Cordico App. It is not important on how they seek the resources only that they do. We want officers in their best physical health and mindsets serving this community. We feel that this resource will assist in accomplishing that.

I have included the service agreement and information on the usage of Opioid Settlement Funds along with this request. I will be available for any questions and/or concerns at the Mountain Brook City Council meeting on February 12, 2024. Thank you in advance for any and all consideration.



MASTER SERVICE AGREEMENT

Agency's Name: Mountain Brook Police Department (AL)
Agency's Address: 101 Tibbett St
Mountain Brook, Alabama 35213

Attention: Lieutenant Chris Thompson

Sales Rep: Kris Johanson
Lexipol's Address: 2611 Internet Boulevard, Suite 100
Frisco, Texas 75034

Effective Date:

(to be completed by Lexipol upon receipt of signed Agreement)

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency"). This Agreement consists of:

- (a) this **Cover Sheet**
- (b) **Exhibit A** - Selected Services and Associated Fees
- (c) **Exhibit B** - Terms and Conditions of Service

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Mountain Brook Police Department (AL)

Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

Lexipol, LLC

Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

Annual Subscription

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	CordicoShield Law Enforcement Wellness App (12 Months)	USD 14,999.00	40%	USD 5,999.60	USD 8,999.40
	Subscription Line Items Total			USD 5,999.60	USD 8,999.40
				USD 5,999.60	USD 8,999.40
Annual Subscription Discount:					USD 5,999.60
Annual Subscription TOTAL:					USD 8,999.40

Discount Notes

Early Adopter pricing.

Notes

Pricing includes all officers, admin staff, families, and retirees.

Exhibit B
Terms and Conditions of Service

These Terms and Conditions of Service (the "Terms") govern the rights and obligations of Lexipol and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a "party" and collectively as the "parties."

1. Definitions. Each of the following capitalized terms will have the meaning included in this Section 1. Other capitalized terms are defined within their respective sections, below.

1.1 "Agency" means the department, agency, office, organization, company, or other entity purchasing and/or otherwise subscribing to the Lexipol Services set forth in Exhibit A.

1.2 "Agency Data" means data, information, and content owned by Agency prior to the Effective Date, or which Agency provides during the Term of this Agreement for purposes of identifying authorized users, confirming agency or department information, or other purposes that are ancillary to receipt of the Service.

1.3 "Agreement" means the combination of the cover sheet (signature page); Exhibit A ("Selected Services and Associated Fees"); this Exhibit B; and any other documents attached hereto and expressly incorporated herein by reference.

1.4 "Effective Date" means the date specified on the cover sheet (signature page), or as otherwise expressly set forth and agreed upon by Lexipol and Agency in a writing and defined as the "Effective Date."

1.5 "Initial Term" means the period commencing on the Effective Date and continuing for the length of time indicated on Exhibit A. If not so indicated, the default Initial Term is one (1) year from the Effective Date.

1.6 "Lexipol Content" means all content in any format including but not limited to: written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.7 "Services" means all products and services, including but not limited to all software subscriptions, professional services, and ancillary support services, as may be offered by Lexipol and/or its affiliates from time to time.

2. Term; Renewal. This Agreement becomes enforceable upon signature by Agency's authorized representative, with an Effective Date as indicated on the cover page. Unless expressly stated in the "Custom Agreement Terms" section of Exhibit A, this Agreement shall renew in successive one-year periods (each, a "Renewal Term") on the anniversary of the Effective Date upon written agreement by the parties prior to such renewal. The Initial Term and all Renewal Terms collectively comprise the "Term" of this Agreement.

3. Termination.

3.1 For Convenience; Non-Appropriation. This Agreement may be terminated at any time for convenience (including due to lack of appropriation of funds) upon sixty (60) days written notice.¹

3.2 For Cause. This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any obligation, including payment obligations, or remedy any default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.3 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, Agency's access to Lexipol's Services shall immediately cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

¹ Note: fees paid for Online Services are not eligible for refund, proration, or offset in the event of Agency's termination for convenience as Online Services are delivered in full as of the Effective Date. Fees pre-paid for Professional Services are eligible for refund, proration, or offset to the extent such Services have not been delivered or utilized by Agency.

4. **Fees; Invoicing.** Lexipol will invoice Agency at the commencement of the Initial Term and at the commencement of each Renewal Term. Agency agrees to remit payment within thirty (30) calendar days following receipt of Lexipol's invoice. Payments may be made electronically or by mailing a check to Lexipol at 2611 Internet Blvd, Ste. 100, Frisco, TX 75034 (Attn: Accounts Receivable). Lexipol reserves the right to increase fees for Renewal Terms. All fee amounts stated in Exhibit A are exclusive of taxes and similar fees now in force or enacted in the future. Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees). Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to its receipt of Lexipol's Services, except for taxes based on Lexipol's net income.

5. **Terms of Service.** The following terms and conditions govern access to and use of Lexipol's Services:

5.1 **Online Services.** Lexipol's Online Services include all cloud-based services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Knowledge Management System ("KMS") for policy, Learning Management System ("LMS")², GrantFinder, and Cordico wellness applications (collectively, the "Online Services"). Lexipol's Online Services are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. By subscribing to Lexipol's Online Services, Agency receives a personal, limited, non-sublicensable and non-assignable license to access and use such Services in conformity with these Terms.

5.2 **Professional Services.** Lexipol's Professional Services include all Services that are not part of Lexipol's Online Services, and which require the professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals, technical support for online learning, accreditation consulting, grant writing and consulting³, and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Lexipol shall provide all Professional Services in accordance with industry best practices.

5.3 **Intellectual Property; License.** Lexipol's Services and all Lexipol Content are the proprietary intellectual property of Lexipol and/or its licensors, and are protected where applicable by copyright, trademark, and patent laws. Nothing contained in this Agreement or these Terms shall be construed as conferring any right of ownership or use to Lexipol's Services or Lexipol Content. Notwithstanding the foregoing, Agency may, in limited circumstances (e.g. creation, modification, and updating of Agency's policy manuals) create Derivative Works based on Lexipol's Content and shall retain a personal, non-commercial, non-sublicensable and non-assignable license to use such Derivative Works, including beyond the expiration or termination of this Agreement. "Derivative Works" include all work product based on or which incorporates any Lexipol Content, including any revision, modification, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, or adapted. Agency acknowledges and agrees that Lexipol shall have no responsibility to update Lexipol Content used by Agency beyond the Term of this Agreement and shall have no liability whatsoever for Agency's creation or use of Derivative Works.

5.4 **Account Security.** Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign or otherwise transfer any such rights to any other person or entity. Except as set forth herein, Agency remains responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.

5.5 **Agency Data.** Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data. Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits to or through Lexipol or the Services is 100% secure. Lexipol's use of Agency Data is limited to providing the Services, retaining records in the regular course of business, and complying with valid legal obligations.

6. **Confidentiality.** During the Term of this Agreement, each party may disclose information to the other party that would be reasonably considered confidential, including Agency Data (collectively, "Confidential Information"). The receiving party will: (a) limit disclosure of any such Confidential Information to the receiving party's authorized representatives; (b) advise its personnel and agents of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing party. A party may disclose Confidential Information pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of

² LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

³ Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible for submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

Information Act (FOIA) request, Public Records Act (PRA) request, or equivalent, provided that the disclosing party promptly notifies, to the extent practicable, the other party in writing prior to such disclosure so that the other party may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this section by any of such party's personnel or agents. The parties may also disclose the fact that they are working together, including for promotional purposes, and include each other's name and logo(s) for such purposes.

7. Warranty. LEXIPOL WARRANTS THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS, THAT THEY SHALL BE FIT FOR THE PURPOSES SET FORTH HEREIN, AND THAT SUCH SERVICES SHALL NOT INFRINGE THE RIGHTS OR INTELLECTUAL PROPERTY OF THIRD PARTIES. NOTWITHSTANDING THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AS WELL AS ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

8. Indemnification. Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol's gross negligence or willful misconduct in providing Services pursuant to this Agreement.

9. Limitation of Liability. Each party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement, the Services, or the use of any Lexipol Content shall not exceed the larger of: the aggregate amount of fees paid to Lexipol by Agency during the twelve-month period immediately prior to the assertion of such claim, demand, or action; or \$10,000.00. In no event shall either party be liable for any indirect, incidental, consequential, special, exemplary damages, or lost profits, even if such party has been advised of the possibility of such damages.

10. General Terms.

10.1 Entire Agreement. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

10.2 General Interpretation. The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

10.3 Invalidity of Provisions. Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

10.4 Compliance; Governing Law. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

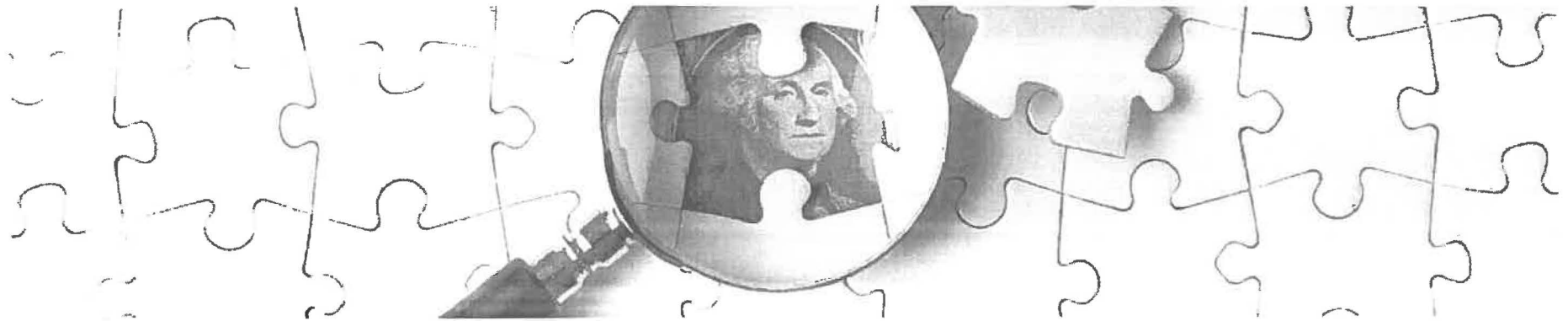
10.5 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

10.6 Waiver. Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

10.7 Notices. Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.



Using Opioid Settlement Funds to Purchase Lexipol Solutions



Key Facts

- \$26 billion in funding will be distributed to states beginning in May 2022
- States have discretion in spending these funds
- 85% of the funds must be allocated to opioid treatment, education and prevention programs
- Law enforcement, fire, EMS and corrections agencies are likely eligible to receive these funds

State Guidance

Many states have published guidance indicating programs they will consider eligible for opioid settlement funding. Lexipol's online training platforms and Cordico wellness solution may align with this guidance. The following information is provided to help you evaluate whether your agency should pursue opioid settlement funding for the purchase of a Lexipol solution.

Lexipol Solutions

ONLINE TRAINING

Description

A learning management platform designed specifically for first responders and local government personnel. Offers a complete course library, microlearning opportunities and features that make it easy to build assignments, manage credentials, and track and report training hours.

[Learn More](#)

WELLNESS (CORDICO)

A wellness solution providing first responders and their family members with on-demand access to confidential, effective wellness resources. Offers an anonymous app with self-assessments, videos and guides on more than 60 behavioral health topics, as well as one-touch access to peer support, therapists and chaplains. Also included are online wellness courses.

[Learn More](#)



Using Opioid Settlement Funds to Purchase Lexipol Solutions

ONLINE TRAINING

Applicability to Opioid Treatment, Education & Prevention

Provides specific training courses related to opioid treatment, education and prevention, including:

- Opioid Crisis: Protecting Our First Responders
- Responders at Risk: Protecting First Responders from Opioid Exposure
- Naloxone
- Opioid Overdose Symptoms
- Drug Withdrawal in Jail
- Juvenile Justice
- Drug and Alcohol Awareness
- Narcotic Abuse
- Alternative Drugs of Abuse
- Current Drug Trends
- Fire and Emergency Medical Care
- Narcotics Enforcement
- Drug Interdiction
- Drug Recognition

Also provides a platform that can be used to create and deliver training on evolving threats, including uploading training materials and curriculum from the agency and/or community organizations.

Additional Benefits

- Improves agency's ability to meet annual training mandates by easily assigning accredited courses
- Reduces risk associated with failure-to-train liability
- Improves personnel safety through access to critical and evolving training topics
- Improves retention by developing future leaders
- Simplifies training administration
- Can be used in a blended learning approach to maximize in-person training time

WELLNESS (CORDICO)

Provides a cost-effective way to address secondary trauma first responders have experienced from responding to opioid-related emergencies. Can also help responders identify and address their own potentially unhealthy substance use.

Includes self-care checklists to help develop healthy habits, self-assessments to identify potential problems and comprehensive educational modules on:











- Building resilience
- Developing empathy
- Managing stress
- Recognizing and addressing compassion fatigue and burnout
- Recovering from moral injury,
- Responding to traumatic events
- Identifying and treating PTSD
- Preventing first responder suicide

The app is provided free of charge to agency retirees and family members, extending education and treatment resources into the community.

- Demonstrates strong city/county support for first responder wellness
- Helps personnel cope with the effects of critical events and chronic exposure to stress
- Improves personnel decision-making, empathy and resiliency
- Breaks down cultural stigma of asking for help by providing complete anonymity
- Allows agency leadership to monitor aggregate usage and direct more resources where needed
- Increases use of existing agency wellness resources, such as peer support



Using Opioid Settlement Funds to Purchase Lexipol Solutions

	ONLINE TRAINING	WELLNESS (CORDICO)
Time to Implement	2–4 weeks	6–8 weeks
Potential Cost Savings	Reduction in resources allocated for travel and overtime associated with in-person training, as well as resources for creating classroom materials, storing and accessing training records, and reporting training to applicable state bodies.	Reduction in worker's comp costs, healthcare costs, overtime, turnover and costs associated with poor decision-making by personnel suffering from lack of sleep, burnout or compassion fatigue.
Available Government Sectors	 Law Enforcement  Fire  EMS  Corrections  Local Government	 Law Enforcement  Fire  EMS  Corrections  911 Dispatch
Who Bears Cost of Product Maintenance?	Lexipol	Lexipol

Next Steps

- Check your state's specific guidance
- Identify how the opioid crisis has affected your community/agency
- Identify what products and solutions will help address these effects, such as Lexipol's training and wellness programs
- Use the Lexipol funding request templates to contact your local government leaders and advocate for your share

Need additional information for putting together your opioid settlement funding request? Contact us today!

info@lexipol.com

844-312-9500

www.lexipol.com

RESOLUTION NO. 2024-023

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that City Council hereby authorizes the execution of a contractor agreement between the City and Net Connection LLC, in the form as attached hereto as Exhibit A, with respect to batting cage installation at Mountain Brook Elementary.

ADOPTED: This 12th day of February, 2024.

Council President

APPROVED: This 12th day of February, 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 February 12, 2024, as same appears in the minutes of record of said meeting.

City Clerk

February 8, 2024

Mountain Brook City Council:

The Mountain Brook Parks and Recreation Department would like to replace the batting cage located on the field of Mountain Brook Elementary.

There is one already there and it is in very poor condition. We are proposing to remove it and place a single lane with sturdier posts. The floor will be poured with concrete to withstand the flooding and covered with artificial turf. We have this budgeted.

Tommy Prewitt is getting feedback from the Board of Education at their meeting also on Monday, February 12. He does not anticipate any objections, but if there are any, we will hold off on replacing the cage until all questions are answered.

We may move it over a little more into the corner of the fence to keep from having so much dead space there, but that will be worked out with the school system. Because this is a small project, Net Connections will work us into their schedule as soon as they are able so I don't have a definite time line for completion.

Sincerely,
Shanda Williams
Superintendent of Parks and Recreation

Before:



Proposed:



NC | **NET CONNECTION**
GOLF • ENVIRONMENTAL • SPORTS
Proposal

December 21, 2022

Customer: City of Mtn Brook – Attn: Shanda Williams

Mountain Brook Elementary

PROJECT SCOPE- Single Batting Cage and Frames

Provide all labor, material and equipment necessary to install a new batting cage system. The proposed batting cage design is based on the design intent on plan using Net Connections, LLC typical design and installation methodology. The batting cage system is based on installation of 1 cages . The cage system includes end frames constructed of 4"x6" steel tubing that are directly embedded into the ground and encase in concrete. The frame will be 12' tall x 14' wide and will extend the length of the concrete pad . The net will be a 12' tall x 14' wide x 55' long #42 HDPE netting material. Three (3) horizontal support cables will be attached between each frame to support/attach the batting cage nets.

Furnish and Install the following:

- 4"x6" x.25" steel tubing, primed with weather resistant coating and two (2) coats of polyurethane (black), as manufactured by Carboline
- 3,000 psi concrete for backfill
- 5/16" EHS galvanized strand cable
- #42 HDPE Nets (1 total – 12' x14'x55')
- All supporting bolts, washers, clamps, and other hardware which all conform to the specifications of one or more of the following:
ANSI, ASTM, IEEE, NEMA
- All labor, equipment, and shipping charges included.

Total Bid \$10,235.00 ✓

Furnish and Install the following:

Option # 1

- Form & pour concrete slab 15' x 60' x 4"
- 3,000 psi concrete
- 6 x 6 wire mesh / Fiber
- All supporting bolts, washers, clamps, and other hardware which all conform to the specifications of one or more of the following:
ANSI, ASTM, IEEE, NEMA
- All labor, equipment, and shipping charges included.

Option # 1 Cost \$ 9,770.00 ✓

Furnish and Install the following:

Option # 2

- Form & Fill slab 15' x 60' x 4" with treated timbers and crushed
- ¾" crushed limestone
- All supporting bolts, washers, clamps, and other hardware which all conform to the specifications of one or more of the following:
ANSI, ASTM, IEEE, NEMA
- All labor, equipment, and shipping charges included.

Option # 2 Cost \$6,718:00--

Furnish and Install the following:

- 900 SF of TXT 34-T3 synthetic turf for batting cages.
- Install using Turf Claw outdoor commercial glue (Concrete)
Or Nailer board for crushed stone.
- All supporting bolts, washers, clamps, and other hardware which all conform to the specifications of one or more of the following:
ANSI, ASTM, IEEE, NEMA
- All labor, equipment, and shipping charges included.

Total Bid \$7,750.00 ✓

Total: \$27,755



Exclusions and Clarifications:

- Proposal assumes clear access to site for required equipment.
- Proposal excludes any repairs to turf, drives, walkways, roadways as result of accessing required equipment for installation of netting system.
- Excludes applicable sales and use taxes.
- Excludes the cost any permits, bonds, performance and payment bonds or other specialty licenses that may be required.
- Excludes removal of spoils materials.
- Excludes any surveying. Assumes all pole locations will be clearly indicated and marked prior to installation.
- All private utilities to be located and clearly marked by owner prior to excavation.

Digging Clause: This bid is conditional on suitable subsoil conditions. Any and all additional expenses as a result of **rock drilling, boring, blasting, steel casings, de-watering or soil stabilization** will result in additional charges.

Payment: Per mutual acceptable terms.

Prices quoted in effect for 30 days

CONTRACTOR AGREEMENT

Net Connection, LLC (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 the site designated below (the “Site”) on the understated project (the “Project”):

Name of Project: Batting Cage Installation at MBE

Site of Project: Mountain Brook Elementary
3020 Cambridge Road
Mountain Brook, AL 35223

2. **Scope of Work.** The Scope of Work is set forth on Exhibit A (which includes the December 21, 2022 Contractor Proposal and the Project Plans) that is attached and incorporated herein.

3. **Undertaking of Parties.** Contractor agrees to perform the Work in accordance with the terms, conditions and specification in this Agreement and on Exhibit A. City agrees to compensate Contractor as set forth herein and perform its other responsibilities set forth in the Contract Documents.

4. **Term/Termination.** The term of this Agreement shall commence on the Effective Date and thereafter continue in effect up to **four (4) months** (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.

5. **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 **Twenty-seven Thousand, Seven Hundred Fifty-five Dollars and Zero Cents (\$27,755.00)** as compensation for performing the Work (the “Contract Price”). 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 will pay the Contract Price on this Project as follows:

Within ten (10) days following the successful completion of the Project, Contractor will submit to City Project Representative an invoice for the Contract Price (as adjusted by any mutually agreed change orders signed by both parties). With such invoice Contractor shall submit records reasonably supporting its payment. Within five (5) days following receipt of that invoice, City Project Representative will review same, consult with Contractor and make any mutually agreed modifications to it, certify that the invoice is due to be paid, and forward that certified invoice to the City Clerk. The City Clerk will remit to the Contractor the amount certified for payment within twenty (20) days after it receives that certification.

6. 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.

7. 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: Seven Hundred Fifty Thousand Dollars (\$750,000.00), 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 Seven Hundred Fifty Thousand Dollars (\$750,000.00) 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 (\$500,000.00) 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.

8. 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.

9. Miscellaneous Provisions.

a. This Agreement which is comprised of this instrument, the December 21, 2022 Contractor Proposal and the Project Plans (collectively, the "Contract Documents") 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.

g. 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.

h. Amendment. Neither this Agreement nor any of the provisions herein (including, without limitation, those concerning the 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.

i. 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.

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

(Signature Page Follows)

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

CITY OF MOUNTAIN BROOK, ALABAMA

By: _____

Its: _____

Date: _____

NET CONNECTION, LLC

By: _____

Its: _____

Date: _____

Project: Batting Cage Installation at MBE

EXHIBIT A – SPECIFICATIONS

1. Scope of Work.

See attached December 21, 2022 Contractor Proposal.

If Contractor desires or is required to perform services on the Project that fall outside the Scope (“Additional Operations”), the Contractor shall advise the City Project Representative of the need for Additional Operations before undertaking those services, the parties shall reach agreement on the expense of any Additional Operations and the City Project Representative shall approve any such Additional Operations before the Contractor performs same.

2. Project Schedule. The Contractor will complete this project by May 30, 2024 unless an extension is requested in writing by the Contractor and approved in writing by the City.

3. Project Representatives.

City Project Representative:
Shanda Williams
3698 Bethune Drive
Birmingham, AL 35223
Email: williamssh@mtnbrook.org
Day Tel #: 205-802-3879

Contractor Project Representative:
Ken Burnham
7355 Gadsden Hwy
Trussville, AL 35173
Email: kburnham@netconnectionllc.com
Day Tel #: 205-365-5828

4. Special Conditions:

One batting cage will be constructed by the field at Mountain Brook Elementary. Net Connections will replace an existing batting cage by:

- frame and construct a 15 x 60 ft base using concrete 4” thick
- install the frame and net for (1) 12 x 14 x 55 ft lane
- Install and secure synthetic turf on the floor



MAYORAL APPOINTMENT 2024-024

Mayor Welch announced his reappointment of Carey Hollingsworth to serve on the Planning Commission, without compensation, through January 22, 2030.

Mayor

CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct synopsis of an announcement by the Mayor of the City of Mountain Brook during the regular meeting of the City Council conducted on February 12, 2024, as same appears in the minutes of record of said meeting.

City Clerk

RESOLUTION NO. 2024-025

**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 12th day of February, 2024.

Council President

APPROVED: This 12th day of February, 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 February 12, 2024, as same appears in the minutes of record of said meeting.

City Clerk

Surplus

Cart – 1, wheels have no rubber left



Trash receptacle – 1



Recycle bin – 1



Canopy bags – 3 (To be thrown away)



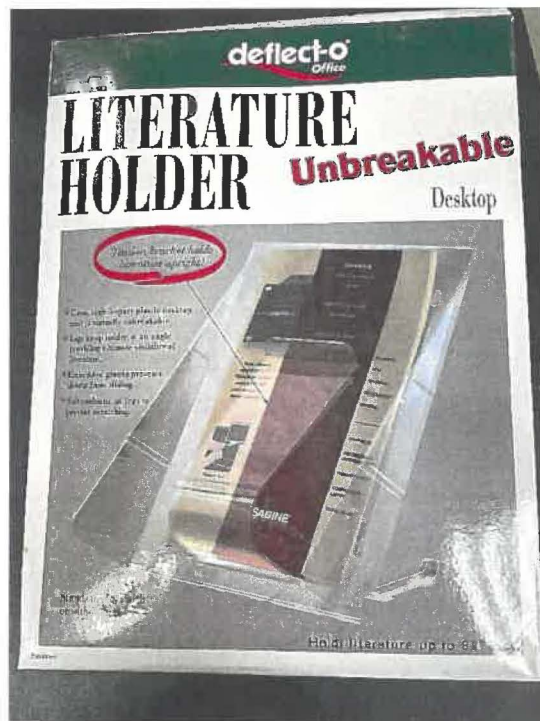
Plastic bin – 1, no lid



Hand truck – 1



Literature Holders – 5, 12"x9"



Magazine Holders – 13, 10"x12"x4"



Recycle bin – 1,



Paper Cutter – 1, 12"x19"



File folders – 350-400, 8 1/2"x14"



3-hole punch – 1, 12"



File organizer – 1, 9"x11"x13"

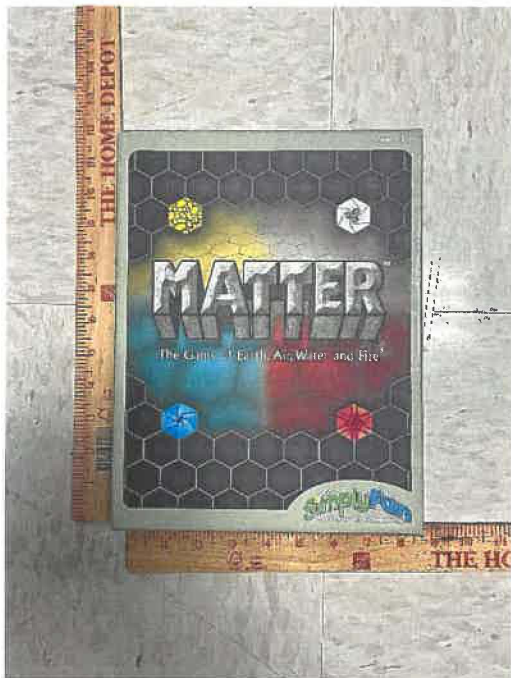
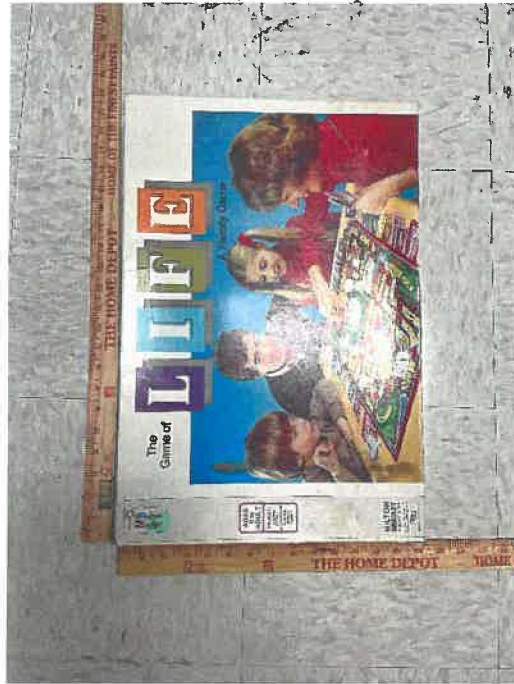


File organizer – 1, 9"x11"x13"



Board Games –

- The Game of Life (1977)
- Matter, playable with most pieces
- Killer Bunnies Remix, all pieces included
- Travel Chess Set, 1 black pawn missing, 1 extra black knight





Puppets –

- Forest girl, auburn hair: 33" tall, 14" wide
- Forest girl, black hair: 33" tall, 14" wide
- Bear in gingham apron: 27" tall, 18" wide
- Owl: 22" tall, 12" wide
- Clown: 14" tall, 6" wide
- Pixie: 14" tall, 6" wide





